



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

***e-tendering through GeM Portal***

**TENDER DOCUMENT FOR:**

Name of the Work: : Licensing of the JNPA yard adjacent to service lane of grade separator at Karal Junction admeasuring 7.27 Ha. for Storage and handling of ISO Empty containers for the period of eleven months

**Tender No: JNP/Traffic/GM/ECY/2024/T-09**

**Tender Document Issued by:**

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

**JAWAHARLAL NEHRU PORT AUTHORITY**  
**E-Tender Notice (through e-tendeing GeM Portal - Forward Auction mode only)**  
(Tender No: JNP/Traffic/GM/ECY/2024 /T-09 )

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 26<sup>TH</sup> 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..

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 endeavour, JN Port is planning to establish and run the Empty Container Yard on trial basis for initial period of three years. It has been planned to identify suitable plot size of approximately 7.3 hectares for starting of empty container yard and operations therein of empty container storage, maintenance & repairs of the empty containers at Jawaharlal Nehru Port.

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. JNPA has given 7.3 Ha. land on lease basis for operationalization of Empty container yard near JNPA CFS and is running with full capacity. Considering the congestion, it is proposed to start the operationalization of another Empty container yard at JNPA Yard admeasuring 7.27 Ha. adjacent to service lane of grade separator at Karal junction.

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.

Tenders through forward auction are invited in GeM Portal only on behalf of Jawaharlal Nehru Port Authority (JNPA), from reputed Container Terminal operators / Shipping lines /NVOCC s/SAMO/ CFS / ICD operators / Empty container yard operators, fulfilling the Minimum Eligibility Criteria (MEC) for carrying out the work of 'Licensing of the JNPA yard adjacent to service lane of grade separator at Karal junction for Storage and handling of ISO Empty containers for the period of Eleven months".

. The Scope of Work, details of time schedule and EMD to be submitted by Bidders for participation in this Tender as detailed in the Tender document are given below:

i)	Name of Tender	Licensing of the JNPA yard adjacent to service lane of grade separator at Karal Junction for Storage and handling of ISO Empty containers for period of 11 months.
ii)	Bid Security or Earnest Money Deposit (EMD)	<b>The Bid Security or Earnest Money Deposit (EMD) shall be submitted for an amount of Rs 9,20,000/-</b> (Indian Rupees nine lakhs twenty thousand only), in the form of Demand Draft drawn in favour of JNPA drawn on any Nationalised or Scheduled Bank having its branch in Mumbai, payable at Mumbai. or in the form of Bank Guarantee in favor of JNPA, drawn on any nationalized / scheduled bank, having their branch in Mumbai, Scanned copy of DD towards EMD shall be uploaded by qualified bidder at GeM portal before EMD submission end date. DD towards EMD shall be submitted in a sealed envelope before EMD Submission end date. OR Earnest Money Deposit (EMD) can be deposited in the JNPA SBI Bank Account No. 10072950169, IFSC Code : SBIN0007491, MICR Code : 400002122, before EMD Submission end date and a Copy of the EMD submission details must be uploaded on the Gem Portal with details of the Party.
iii)	EMD Submission Date & Time	From 1600 hrs. on 25/10/2024 to 1700 hrs on 31 /10/2024 (After PQ assessment )
iv)	Date for PQ submission (online )	From 1000 hrs. on 28/09/2024 to 17/10/2024 up to 1500 hrs. online <b>in GeM Portal</b>
v)	Date for offer through Forward Auction on GeM	From 1600 hrs. on 07/11/2024 to 08/11/2024 up to 1700 hrs. online through forward Auction in GeM Portal

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**GENERAL MANAGER (TRAFFIC)**  
Jawaharlal Nehru Port Authority, Sheva,  
Navi Mumbai- 400 707, India.

## **DISCLAIMER**

1. The information contained in this Tender Document (the “Tender”) or subsequently provided to Eligible Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Jawaharlal Nehru Port Authority (the “JNPA”) or any of its employees or advisors, is provided to Eligible Bidder(s) on the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided.
2. The purpose of this Tender is to provide interested parties with information that may be useful to them in the formulation of their application for qualification/proposal pursuant to this Tender.
3. Information provided in this Tender to the Eligible Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The JNPA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. The JNPA 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.
5. The JNPA 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.
6. The issue of this Tender does not imply that the JNPA is bound to select and short-list Applications for Bid Stage or to appoint the selected Bidder or Operator, as the case may be, for the Project and the JNPA reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.
7. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the JNPA or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Bidder and the JNPA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

## INSTRUCTIONS AND GENERAL CONDITIONS

### A. INSTRUCTIONS:

1. At the outset, tenderers may please note that the offers shall be evaluated on the basis of offering the highest bid premium. The tenderer who have qualified technically and are offering highest bid premium shall be eligible to get the LOI / Work Order.
2. The tenderer is advised to acquaint himself with the job involved at the site, examine soil conditions, hydrological conditions, climatic conditions, availability of labour, equipment, means of transport, communication facilities, details of entry restrictions to the Port, as same is custom bound secured area, laws and bylaws of Govt. of Maharashtra or Govt. 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.
3. The Tenderers shall bear all the costs of visiting the site, collecting the information and for preparing and submitting the tender.
4. The Tenderer and or his servants and agents will be granted permission to visit the site for the purpose of inspection. The Tenderer 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 granting of such permission would not have arisen. The Tenderer will be liable to indemnify the Authority against any loss or damage to the property of the Authority or neighboring property which may be caused due to any act of the Tenderer or his servants and agents.
5. Tenderer shall also submit following documents as per the process defined in GeM Portal:
  - a. Duly filled and signed schedule A to schedule D of the Tender Document.
  - b. Self-declaration by the Bidders, declaring that they have not been blacklisted / debarred for participating the tender procedure by any Government / Semi Government / Autonomous Bodies under the Ministry of State / Central Government etc.
6. The tender prepared by the tenderer, all documents and correspondence in respect of or in connection with the tender and the work to be executed hereunder shall be in English Language only.
7. The Tenderer shall examine carefully, all instructions, General Conditions of Contract, Bill of quantities, Scope of work, Drawings etc. and all documents issued along with and for the purpose of tender, any amendments made there to from time to time, conditions, quantity and nature of work, materials necessary for the completion of work, the surface conditions, the hydrological and climatic conditions, means of access to the site, the existing roads and other means of communication, required pollution control measures in the marine areas, and in general shall be deemed to have been examined and obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. Failure to comply with the requirements of the tender documents will be on tenderers own risks. Tenders, which are not substantially responsive to the requirement of the tender documents, are liable to be rejected.

## 8. Instruction for Online Submission of Bids

- 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. The quoted price and filled tender form should be submitted online only (in the price bid section) as per e-tendering process. 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: -**
  - i. 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.



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

9. **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.

10. **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, latest 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.
- III. 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.

11. **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	<b>JNPA :-</b> General Manager (Traffic), Email: <a href="mailto:cmt@jnport.gov.in">cmt@jnport.gov.in</a> 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](mailto: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](mailto:cmt@jnport.gov.in), or Mr.S. K. Kulkarni Deputy General Manager (T) [skkulkarni@jnport.gov.in](mailto: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.

12. Tenderer shall bear all costs for preparation and submission of his tender. JNPA will not be responsible for or pay for any expenses or losses, which might be incurred or suffered by tenderer in connection with submission of tender.
13. The tenderer must use metric units in the specifications and on all the drawings.
14. The Tenderer shall quote realistic rates in respect of works to be executed by him. The rates shall be firm and no increase or decrease in prices will be allowed except as mentioned in the General Conditions and Particular applications of Tender document.
15. JNPA reserve their right to reject all or any tender without assigning any reasons or to accept any tenders in part and does not bind themselves to accept the highest or any other tender. No reasons will be assigned for the rejection of any tender.
16. Conditional Offers will be rejected outright considering it as non-responsive offer and Tender will be liable to be rejected outright if it is found that;
  - i) The Tenderer proposes any alternation in the work specified in the tender or in time allowed for completing the works or indicate any other unacceptable condition.
  - ii) Disclosure/indication of the price in the technical bid shall render the tender disqualified and rejected.
17. After the public opening of Tenders information relating to the examination, clarification, evaluation and comparisons of Tenders and recommendations concerning the award of contract shall not be disclosed to Tenderers or any other(s). Any efforts by the tenderer to influence JNPA, in the process of examination, clarification, evaluation and comparison of tenders and decisions concerning award of contract may result in the rejection of the tenderer's tender.
18. To assist in the examination, evaluation and comparison of tenders, JNPA may ask tenderers, individually for clarifications of their tenders. The request for clarification and the response shall be in writing or by email, but no change in price or substance of the tender shall be sought, offered or permitted nor the tenderer be permitted to withdraw his tender before the expiry of the tender validation period.
19. JNPA will determine whether the tender is substantially responsive to the requirements of the tender documents. For the purpose of this clause a substantially responsive tender is one which interalia conforms to all the terms, general conditions and specifications of the tender documents and Technically suitable. A tender which, in relation to the cost estimates of JNPA is seriously unbalanced may be rejected as non-responsive. Tenders determined to be responsive will be checked by JNPA for any arithmetical errors in computation and summation as under:
  - i) Where there is discrepancy between amounts in figures and words, the amount in words

- will govern; and
- ii) Where there is a discrepancy between the unit price and total amount derived from the multiplication of the unit price and the quantity, the unit price, as quoted will govern.
20. All costs, charges and expenses including stamp duty in connection with contract as well as preparations and completion of agreement shall be borne by the tenderers.
21. The Successful Bidder shall, in accordance with the requirement of JNPA, afford all reasonable opportunities for carrying out their work to any other contractors employed by JNPA and their workmen and to the workmen of JNPA and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the contract or of any contract which the Authority may enter into in connection with or ancillary to the works.
22. **Price Bid :**
- 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 month through Forward Auction shall be accepted for placement of the order.
- Opening Price for tender is Rs. 41,80,100/- per month (including GST) which is starting /Base price for forward auction.
23. **Taxes & duties to be borne by the Contractor:**
- Income Tax, GST, Workers' Welfare Cess and similar other statutory levy / cess etc. will have to be borne by the successful tenderer (Operator to be appointed) while executing the work. The firm / agency shall have PAN / TAN Number.
24. **Conditional and incomplete tender:**
- Conditional and incomplete tenders shall be summarily rejected.
25. **VALIDITY:** The Tender shall remain valid and open for acceptance for a period of **90 days** from the date fixed for receiving the same. JNPA reserves their right to extend the period of validity for a specific time. The request and the response thereto shall be made in writing or by telegram, Fax, E-mail or telex. The Tenderers will have an option to refuse the request without forfeiting his Earnest Money Deposit / Bid Security. However, in the event of the tenderer agreeing to the request, he will not be permitted to modify his tender. In the event of the tenderer agreeing to the extension, the Tenderer shall correspondingly extend the validity of his Earnest Money Deposit / Bid Security.
26. **Withdrawal of tender:**
- Withdrawal process currently effective in GeM Portal will be followed by the Service Providers.
27. **Earnest Money Deposit / Bid Security:**
- a. The Tenderer will be required to deposit, along with its Bid, a bid security i.e. EMD, for an amount of **Rs. 9,20,000/- (Indian Rupees nine lakhs twenty thousand only)**, in the

form of Demand Draft drawn in favour of Jawaharlal Nehru Port Authority, drawn on any Nationalized / Scheduled Bank having its branch in Mumbai, payable at Mumbai. **or in the form of Bank Guarantee (Annexure –II) in favor of JNPA, drawn on any nationalized / scheduled bank, having their branch in Mumbai,**

OR

Earnest Money Deposit (EMD) must be deposited in the JNPA SBI Bank Account No. 10072950169, IFSC Code: SBIN0007491, MICR Code: 400002122 and a Copy of the EMD submission details must be uploaded on the Gem Portal with details of the Party. **There is no exemption for MSME and/or NSIC for submission of EMD**

- b. The DD towards EMD/ Bid Security shall be scanned and uploaded online after PQ assessment before EMD submission date & time. The hard copy of DD towards Bid security should be submitted in a sealed envelope before closure of EMD submission date and time.
- c. In the event of withdrawal of the bid before the validity period of the bid, the Bid Security submitted shall be forfeited.
- d. The Bid Security of unsuccessful tenderer shall be returned to the respective Bidders on award of Contract to the successful Bidder. No interest shall be payable on the amount of Bid Security in any case.
- e. The Bid Security of the successful Bidder shall be returned within thirty days after the Bidder executing the Contract Agreement and submit “Performance Security” as per terms and conditions of contract. No interest shall be payable on the amount of Bid Security in any case.
- f. The Bid Security in respect of successful bidder shall be forfeited, if he fails to execute the Contract Agreement within Thirty (30) days from the date of award of issue of LOA/Work Oder.

28. Security Deposit:

**The successful tenderer will have to deposit an amount equivalent to three months lease rent + GST extra as applicable. Present rate of GST is 18%, as Security Deposit, towards performance guarantee of the contract.** The Security Deposit may be submitted in the form of Demand Draft drawn in favor of Jawaharlal Nehru Port Authority or in the form of Bank Guarantee in favor of JNPA, drawn on any nationalized / scheduled bank, having their branch in Mumbai, within 21 days from the date of placement of LOA. The security deposit being submitted towards performance guarantee of the contract in the form of bank Guarantee, same shall be valid for contract period i.e. for 11 months, with claim period of additional 3 months. No interest shall be payable by JNPA on Security deposit submitted in the form of demand draft. The Security deposit shall be refunded after completion of contract period.

If the performance of successful tenderer is found, to be not satisfactory, and do not fulfill terms and conditions, the Security Deposit will be forfeited. Chairman, JNPA’s decision in this regard will be final. No further claims in this regard will be entertained.

29. **Minimum Eligibility Criteria:**

**A Bidder shall fulfill all the following conditions for eligibility:**

<b>MEC Condition</b>	<b>Documents to be submitted as a proof</b>
<p>A. The bidder shall be a registered entity as Container terminal operator, CFS/ ICD / Empty yard operator having handled 47000 TEUs ISO containers ( Laden /empty) per annum in any one year immediately preceding last five years.</p> <p style="text-align: center;">OR</p> <p>A shipping line/ NVOCC s having carried container business of 47000 TEUs per annum in any port in INDIA in any one year immediately preceding last five years.</p> <p style="text-align: center;">OR</p> <p>The lead member of SAMO operator of a government undertaking CFS having handled 47000 TEUs ISO containers (Laden /empty) proportionately as per shareholding per annum in any one year immediately preceding last five financial years</p>	<p>1. Certificate of Incorporation</p> <p>2. Certificate from Statutory Auditor clearly indicating UDIN number for the particular year in this effect.</p> <p>3. Additional document in case of SAMO operator, agreement of SAMO operator with Government undertaking CFS.</p>
<p>B. Average annual financial turnover of the tenderer during last three financial years ending <b>31.03.2023</b> shall be at least <b>Rs. 373 .25 Lakhs without GST.</b></p>	<p>4. Copies of 'Balance sheets' and 'Profit and Loss Account statements' for last three financial years (i.e. 2020-2021 &amp; 2021-2022, 2022-23) duly certified by the Chartered Accountant (C.A.) clearly indicating registration number ( UDIN number) along with details .</p>
<p>C. The Bidder shall be registered with GST Authority</p>	<p>5. Valid GST registration certificate</p>
<p>D. The Bidder shall be registered with ESIC</p>	<p>6. Certificate to that effect shall be submitted.</p>
<p>E. The Bidder shall be registered with PF commissioner</p>	<p>7. Certificate to that effect shall be submitted.</p>

30. The bidder is required to submit documentary evidence in support of pre-qualifying criteria as a part of its techno-commercial bid. The firm, which meets the above criteria, shall only be considered for evaluation and shall only be allowed to participate in forward auction process subject to submission of EMD.

31.

**Tenderer shall note that SCANNED COPY OF ORIGINAL MEC documents, tender document duly sealed and signed on all pages, & information filled in all forms and schedules of the tender document shall be uploaded on the GeM portal without fail. Tender will be scrutinized on the basis of uploaded documents only.**

32. Pre-Bid Meeting:

In order to clarify and discuss issues with respect to the tender vis-à-vis terms and conditions or any other related issues, a pre-bid meeting shall be held as per the details provided in the BID document created in GeM Portal. It will be held at 1400 hrs on 08/10/2024, at the Conference Hall, General Manager (Traffic) Office, First Floor, Administration Building, JNPA, Sheva, Navi Mumbai- 400 707. Bidders are advised to formulate their views and forward the same to the General Manager (Traffic), JNPA by email to [cmt@jnport.gov.in](mailto:cmt@jnport.gov.in) as per the details provided in the Bid document.

**GENERAL TERMS AND CONDITIONS:**

1. The Operator to be appointed through tendering process of forward auction for operating the Empty container yard shall be permitted to collect the handling charges and running of empty Container yard..
2. Payment:
  - a) The Operator would be required to make payment of monthly License Fee plus taxes within 10 days from the date of receipt of the invoice. In case of failure to deposit the monthly fees in time, interest @ 18% p.a. will be levied from the due date of the deposit until the date of deposit. In case of delay up to 14 days, interest shall be payable for 15 days and for delay more than 15 days (up to 30 days), interest payable shall be for one month.
  - b) That the Operator shall pay all dues invoiced including Penalties, Interests, TCS (Tax collected at source), etc. No claim for waiver/ representation will be entertained if the invoiced amount is not paid in time. JNPA reserves the right to terminate the license agreement by forfeiting the security deposit on account of nonpayment of dues, consecutively for a period of two months.
  - c) 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 adjacent to service lane of grade separator at Karal junction shall be handed over as is where basis.
  - d) 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.
3. 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.
4. **HANDLING CHARGES:**
  - a) The Handling charges shall be displayed on the Notice Board to be placed at the entry gate, out gate of the Buffer yard and other prominent places.

- b) Vehicle Parking: The Empty container yard area is categorically designed / planned for stacking & Handling of empty containers. Tractor Trailer carrying container, whether loaded or empty shall not be permitted / allowed to be parked in the area. The bidder shall independently assess the total number of containers that may be accommodated in the yard area.
  - c) 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.
  - e) 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.
  - f) The operator shall provide temporary barriers and porta cabins at the entry and exit area to make it operational. After completion of leave and license period, same can be taken back.
5. 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), 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.

6. Responsibilities of the Operator:

- (a) Empty container yard shall not be used for parking of vehicles other than loaded or empty Tractor Trailers and handling equipment such as fork lift, reach stacker, empty handler, repairs equipment etc.
- (b) Arrangements for maintaining the Empty container yard site in a good state of functioning.



- (c) 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.
  - (d) 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.
  - (e) 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.
  - (f) 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.
  - (g) 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.
  - (h) The Operator shall not permit the use of the site by hawkers and all such other like activities.
  - (i) The Operator will vacate the site peacefully after the expiry of license or on its cancellation.
  - (j) 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.
  - (k) Damage to the Property: The contractor has to ensure that there won't be any kind of damage to the property. In case of any damage to the property, the contractor will have to set it right and make good the facility at his own cost, failing which JNPA will take necessary action to attend the damage and the expenditure incurred shall be recovered from the contractor.
  - (l) If possible, the operator shall give priority to PAP for recruitment of manpower.
7. The Operator shall not sublet the activity of any kind within the Empty container yard.
8. 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.

9. The successful Bidder shall execute the agreement with JNPA for this purpose and all expenses in this connection will be borne by him.
10. The Bidder/Operator shall not object to any construction in or around the site that is considered essential by JNPA.
11. No addition, alteration or change shall be done by the Operator in / upon the site without the permission of JNPA.
12. 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.
13. JNPA Reserves the right to cancel the permission and forfeit the interest free security deposit in its favour, if the Operator repeatedly violates the terms and conditions of the contract. In case of any act or acts by the Operator which may be deemed criminal to be decided solely by the authorized representative of JNPA, the JNPA will have the right to terminate the agreement with immediate effect without any notice and forfeit the interest free security deposit in its favor. A penalty of Rs. 5,000/- shall be imposed on Operator in case of his cheque is bounced. Apart from imposing penalty action will be initiated under negotiable instruments act.
14. Lease rentals Payment and Mode of Payment to JNPA:-

JNPA will raise the invoice to the bidder after completion of month on the basis of highest amount quoted by the operator. On receipt of invoice the payment shall be made by NEFT/RTGS (preference will be given to RTGS/NEFT mode for effecting due payment) within 10 days from the date of receipt of invoice. The payment terms shall be as defined in the Contract Agreement.

In case the payment against JNPA's invoice is not released consecutively for 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.

15. **Opening Price for Tender:** Opening Price for Tender in forward auction is Rs.41,80,100 /- Per month which is Starting / Base Price at GeM Portal. This amount is including taxes applicable. The quoted license fee ( Basic amount) shall bear an escalation factor of 2 % every year.
16. **Period of Contract:** The period of Contract for Licensing of the Yard adjacent to service lane of grade separator at Karal Junction for Storage and handling of ISO Empty containers, admeasuring 7.27 hectares (Drawing attached) shall be initially eleven months, extendable for additional 11 months, commencing from the date of issue of LOA and

handing over of the site and subject to satisfactory performance of the Operator.

17. The contractor shall at all times during the continuance of the contract comply fully with all the existing Acts, Regulations and bye laws including all statutory amendments and re-enactment of State or Central Government and or local authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensations Act, Contract labour (Regulations and Abolition) Act 1970 and Equal Remuneration Act, 1976, Factories Act, Minimum wages Act, Provident Fund Regulations, Employees Provident Fund etc., and sanitary arrangements for the said act. Health and Sanitary Arrangements for workmen, Insurance and other benefits etc. and shall indemnify and keep the Authority indemnified in case any proceedings are taken or commenced by any authority against the Authority for any contravention of any of the laws, bye laws or scheme by the contractor. If as a result of contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Authority is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Authority shall be entitled to deduct the same from any moneys due or that may become due to the contractor under this contract or any other contract or otherwise recover from the contractor any sums which the Authority is required or called upon to pay or reimburse on behalf of the contractor. All registration and statutory inspection fees in respect of his work pursuant to the contract shall be paid by the Contractor.

18. **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 equipments.

## 19. Termination of License:

The License is liable for termination as per discretion of port in case of the following default/s by the Licensee: -

- a) Any non-payment of stipulated amount for two consecutive times in a year.
- b) In the event of unsatisfactory service or failure at any time on the part of the Licensee to comply with the terms and conditions of this License to the satisfaction of the Port (who shall be the sole judge and whose decision shall be final).
- c) In such cases, it shall be open to the Port to terminate this License by giving 90 days' notice. In the event of such termination of the License, Port shall be entitled to En-cash the Bank Guarantee submitted by the Licensee as security deposit, as it may consider fit.

## 20. Provision of Power Supply:

JNPA have signed the Distribution Franchisee Agreement with MSEDCL, for entire electrical distribution network. As per Distribution Franchisee through MOU route, every customer shall be consumer of MSEDCL as per their category. In this case, every customer inside area will have to apply for meter connection and separate energy meter shall be installed as per MSEDCL specifications. They will have to tap the electrical power supply from the nearest source of power supply. All applicable charges (security deposit, meter charges, service charges), need to bourn by the consumers as per MSEDCL rules.

It will be responsibility of the Operator that no theft of electricity takes place inside parking area premises. To control the same, energy meter at input point shall be installed by Operator. Any difference between input reading and summation of energy consumed by all consumers inside parking area will be charged to operator on aggregate tariff of all categories on proportionate consumption basis. It will be charged only to those units beyond permitted losses by Distribution Licensee i.e MSEDCL to JNPA. It is expected to be in the tune of 2%.

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

## 21. Scope of service:

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, paining 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 forklift, top lifter, 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. 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.

- Handling operation of empty containers will start immediately from the date of receipt of LOA / order and taking over of the yard area from JNPA and signing of the agreement to that effect. Any delay, beyond one month for the date of placement of the order, in commencing operation of empty containers may lead to cancellation of the contract.
- Empty container yard area admeasuring 7.27 hectares (Drawing attached) shall be handed over to the operator.
- The operator has to maintain all the structures, 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 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 be provided by JNPA, but the charges have to be borne by the operator as per notified rates of JNPA from time to time.

## 22. 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 2022.

For this tender:

- a. 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](mailto:smitasrivastavairs@gmail.com)
- b. 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.
- c. 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.

**Note:** In case work executed in Joint Venture, in that case, experience will be considered only for lead partner firm.

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**SPECIAL CONDITIONS OF CONTRACT FOR THE GRANT OF LICENCE FOR COLLECTING HANDLING CHARGES AND FOR RUNNING EMPTY CONTAINER YARD SITE OF JNPA ON MONTHLY LICENSE FEE BASIS**

1. The contract being awarded for empty container yard activity is non-transferable. The agency will keep his representative at site during operative hours of yard operation. The agency will only depute their regular personnel and supervisor for executing the work. While engaging required workforce i.e. Supervisor and other staff, preference shall be given to project affected persons. It is further made clear that the agency cannot sublet the work in part or full to any other agency. If subletting is done the contract awarded will get terminated.
2. The operator will ensure the display of updated emergency telephone numbers i.e. Fire Station, Police Station, Hospital, Ambulance etc. He will liaison with concerned authorities for assistance during emergency.
3. Once demarcated area is fully occupied, the board indicating "CONTAINER YARD IS FULL" is to be placed at entrance of empty container yard and supervisor is to be given instruction to depute workman to guide the approaching vehicle.
4. The agency will indemnify JNPA in case of any theft in Empty container yard. He will facilitate container owner in lodging FIR. On verification, if the theft is found to be on the agency's account, he will reasonably compensate the loss to the container owner. In case of any consequent damage to the vehicle in course of handling of containers, the agency will compensate to the owner of vehicle in making good the loss due to damage.
5. The agency is required to post experienced staff. They shall be conversant with the handling of containers and understand the priority/sequence of placing vehicles in the area.. Similarly, for vehicles moving out of Empty container yard, they should be in a position to direct and guide vehicle drivers to park or to move out the vehicles in particular lot etc. without causing damage to containers. The agency is to depute supervisors in shifts.
6. In case contractor intends to commence any additional work, same shall be done with prior approval of JNPA.

General Manager,  
Traffic Department,  
Jawaharlal Nehru Port Authority.

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## FORMAT OF LICENSE AGREEMENT

This agreement made on this ..... of 2024 at Jawaharlal Nehru Port Authority (hereinafter called JNPA) formed under Major Port Authority Act 2021 having its office at Administration Bldg., Sheva, Navi Mumbai 400 707, hereinafter referred to as the JNPA (which expression shall unless repugnant to the context mean and include it's successors and assigns) of the First Party.

AND

\_\_\_\_\_ (name of Bidder) having its office at  
\_\_\_\_\_

(hereinafter called the Operator \_\_\_\_\_)  
whereas the JNPA is willing to grant permission for Empty Container yard in-  
accordance with the Terms and Conditions of allotment specified hereinafter.  
Whereas the Operator applied for grant of permission for Handling of ISO  
containers in Empty container yard site as per tender number .....  
at \_\_\_\_\_,

is willing to get permission granted to him on monthly license Fee of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ in words) payable in

advance i.e. before 10<sup>th</sup> of English calendar month or within 10 days from the date of  
receipt of invoice whichever is later.

AND

Whereas the Operator has represented to the JNPA that, the former is well  
equipped with and can make adequate arrangements for stacking of containers  
at

\_\_\_\_\_ with the prior approval of the JNPA.

NOW therefore it is mutually agreed :-

1. In consideration of payment of Rs \_\_\_\_\_ /-(Rupees \_\_\_\_\_ only), an amount equivalent to one year lease rent collectable + GST from the facility as interest free security received vide draft No. \_\_\_\_\_ / Bank Guarantee, towards performance of the contract for the empty container handling at \_\_\_\_\_ with escalation of 2 % every year grants unto the Operator and authorize him to use the said Empty container yard as per schedule attached subject to the conditions hereinafter appearing for a period upto \_\_\_\_\_ and extendable for further two years period if so desired by the JNPA and satisfactorily work of agency commencing from the date of these presents by mutual consent.
2. The Operator shall keep and maintain the Empty container yard area and the site around the area in a clean, proper and decent condition, and shall not keep the premises in a bad state of affairs during the currency of the period of license nor cause any kind of obstruction to the public in any manner whatsoever.



3. That the Operator shall maintain the Empty container yard site in a clean and hygienic condition and shall conform to the Rules, Regulations or Byelaws made in this regards by the Municipal/Civic/Development Authority concerned.
4. That the Operator shall arrange his business in such a manner that he shall be in a position to cater to the needs. He shall employ sufficient number of employees and servants of rendering better service.
5. That the Operator shall place and continue to keep in the aforesaid premises all necessary equipment's and shall not remove any item from the site of Empty Container Yard thereof without prior approval of JNPA.
6. That the Operator shall not display or exhibit pictures, posters, statues or other articles, which are repugnant to the moral or are of indecent, immoral or of improper character. It is expressly agreed that the decision of the JNPA in this behalf shall be conclusive and binding on the Operator and shall not be a subject matter of dispute.
7. That the Operator shall not display or exhibit any advertisements or place or put up hoarding on any part of the interior or exterior.
8. That the Operator shall have no right, title or interest in the premises licensed to him nor shall he, be deemed to have exclusive possession thereof, except the permission to use the said site for the currency of this contract.
9. That the Operator shall not be entitled to allow any other person to use the premises in his stead or to us any part thereof. In the event of the death of the Operator or the Operator becoming insolvent, or dissolved if it is a partnership firm prior to the expiry of the period fixed hereinafter the permission shall stand terminated automatically and the legal representatives of the Operator shall not be entitled to use the premises. However with the express approval of the JNPA the legal heirs or representatives may be permitted after discharging any liability that the Operator may have incurred, remove the goods and other equipment that may be found at the premises. But in case, the goods are not claimed by the legal heirs/ representatives within four weeks of the demise of the Operator, the JNPA may by public auction dispose of the same.
10. That the Operator shall also pay all the fees or taxes payable to the Government or municipal or local bodies concerned in connection with the regulation / monitoring / management of the business of Empty container yard . The Operator also pay the electricity and water charges payable to JNPA if supplied on time to time notified rates.
11. The Operator confirms full understating and comprehension that notwithstanding anything else mentioned in this document. JNPA has the right to terminate this agreement as and when it requires the said Empty

container yard space/s for its own programs whatsoever by giving one month's notice thereof. The Operator voluntarily and unequivocally agrees to peacefully vacate the site as and when called upon by JNPA without demur. The Operator agrees voluntarily and unequivocally not to seek any claim damages, compensation or any other consideration whatsoever on this account.

12. If the Operator is desirous of terminating the agreement hereby created before the expiry of the period of the permission, it shall give to JNPA, three months' notice in writing of its intention to terminate the agreement and on the expiry of the said period, the agreement shall stand terminated, without forfeiture of security deposit.
13. That notwithstanding the other rights the JNPA may in its sole discretion and on such terms as may be considered reasonable by it grant relief to the Operator against forfeiture of interest free security deposit, imposition of interest or determination or revocation of the permission.
14. That the Operator shall abide by all Rules and Regulations, Orders and Instructions that the JNPA may from time to time make or adopt or issue for the care, protection and administration of the station parking site.
15. (i) That the JNPA shall not be responsible for the safety of the Operator or any other material or articles belonging to the Operator and also shall not be liable for any charge or injury to the property of the Operator lying at any time, in, on, upon or around the said parking area from any cause whatsoever.  
(ii) Operator will be responsible for the safety and security of all the containers / vehicles parked in empty yard area. He will also be liable to pay damages/compensation if any arises, to the commuters/users of the empty yard. In any case, JNPA will not be responsible for any damage/theft of containers / vehicles in the yard area. In case of any damage/theft of container/ vehicle, the matter, if not resolved amicably, then court orders shall have to be honored and payment due shall be released.
16. That the overall control of the empty container yard site and supervision of the area shall remain vested with the JNPA, whose officers or authorized representative shall have access to at all hours to the said centre or any part thereof.
18. That on the expiry of the period of permission or on determination or revocation of the permission under the Terms and Conditions hereof, any belonging of the Operator found in such empty container yard site shall be liable to be sold through public auctions unless claimed within a fortnight of the expiry of the period of permission or determination or revocation of the permission as the case may be. The JNPA shall be entitled to appropriate out of the proceeds of such sale the amount due to JNPA from the Operator.

19. In case Operator fails to make good the losses due to theft, damages etc. to the commuters then JNPA will do the same and will recover from the Operator.
20. Dispute :

In the event of any dispute, difference of opinion or dispute or claim arising out of/or relating to this agreement, Chairman JNPA's decision is final and binding on both the parties.
21. That nothing herein contained shall be construed as conferring upon the Operator any right, title or interest in respect of or over, in or upon the demised premises and the property of the JNPA. That the dealing of the Operator/his employees with the commuters/visitors shall be polite and courteous and he shall not indulge in any activity, which may cause harm to the interest of JNPA.
22. That if Operator allows credit he will do so at his own risk and the JNPA will take no obligation whatsoever in this regard and no request or claim from the Operator shall be entertained on this account.
23. That the operator shall be responsible for all the damages or loss of the property due to reasons for which he or his servant are directly responsible and shall be liable to make good any loss or damage that may be sustained to the JNPA Property except those due to normal wear and tear or such as be caused by storm earthquake or any other natural calamities beyond his control. The decision of JNPA in regard to the extent and quantum of compensation if any to be paid shall be binding upon the Operator.
24. That the premises allotted shall not be used for residential purpose or for a purpose other than for which it is allowed. The Operator shall not be permitted to utilize the premises or to carry on any other trade along with the authorized business of Operator during the period of his license.
25. That the operator shall not keep any animal or convenience in or outside the premises.
26. That the employees of the Operator are and 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.
27. That in case any theft or damage to property/vehicle or equipment or any other item in the charge of the Operator in the course of conduct of his business, the Operator indemnifies JNPA against any claims, compensation or damages whatsoever.
28. That in case any amount becomes due against the Operator in respect of any matter covered under the agreement, the same shall be on the failure of the Operator to pay within the time prescribed be recovered as arrears.

29. Operator shall clearly mark the individual container space in the area and should clearly put up signage & markings indicating direction towards exit and entry. containers should be stacked in orderly manner and passages for vehicles movement should be made available within the area.
30. That all or any of the powers vested under these presence in respect of grant determinations, revocations, cancellations or restoration of this license or recovery of any dues in respect thereof or connected therewith all also be exercised by JNPA and the Operator shall have no objection whatsoever in this respect.
31. To comply with any systemic improvements as directed by JNPA.
32. In witness thereof the parties to the agreement have signed this deed on the date first above mentioned. A true copy thereof signed by both the parties has been retained by the Operator.

For JNPA

For Operators

Witness

Witness

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## FORM – I

### Statement on Annual Turnover from Business

This is to certify that the following statement is the summary of the audited Balance sheet arrived from business in favour of the bidder for the three consecutive years.

Sl.No	Financial Year	Turnover (rounded off)	Remarks
1	2020-21		
2	2021-22		
3	2022-23		
	Total		
	<b>Average Turnover</b>		

- Note :**
- i) Turnover for the last consecutive three years must be entered.
  - ii) Average turnover is to be expressed in lakh of rupees, rounded up to two digits after decimal
  - iii) Turnover certificate shall be issued by Chartered Accountant.

**(Signature of the bidder)**

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**FORM-II**

Date: \_\_\_\_\_

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

**PRICE BID FORMAT**

**Licensing of the JNPA Yard adjacent to service lane of grade separator at Karal Junction admeasuring 7.27 Ha. for Storage and handling of ISO Empty containers for period of 11 months.**

Name of the work	Unit	Qty.	Unit Price (Rs.) per Month including taxes	Total Price (Rs.)
<b>Licensing of the JNPA Yard adjacent to service lane of grade separator at Karal Junction admeasuring 7.27 Ha. for Storage and handling of ISO Empty containers for period of 11 months.</b>  <b>Including taxes</b> (Rs. in Words including taxes) Present rate of GST is 18%	Months	11		

**Note: The Successful bidder has to pay JNPA monthly license fees for operating the Empty container yard as per quoted rate including taxes**

**Signature of the bidder with Seal**

**Quoted Rate shall be including 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 (Monthly License Fee offered by the bidder to the Port Authority) (Rs. in Figure) Including GST.	Increment Price (Rs.)	Increment Price During Time Extension (Rs.)
Licensing of the JNPA Yard adjacent to service lane of grade separator at Karal Junction admeasuring 7.27 Ha. for Storage and handling of ISO Empty containers for period of 11 months.	41,80,100/-	25,000 /-	25,000/-

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

\*\*\*\*\*



## **FORM- IV**

*(This document shall be executed in 100/- 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 would 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 compliant 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 Shri. Ajai Kumar, 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 : \_\_\_\_/\_\_\_\_/2024

## SCHEDULE: A

### **GENERAL INFORMATION:**

All individual firms submitting the tender must complete the information in this form

1.	<b>Full name of the Firm:</b>	
2.	<b>Head Office address:</b>	
3.	<b>Contact person name at Head office:</b>	
4.	<b>Telephone number/s:</b>	
5.	<b>Fax number/s:</b>	
6.	<b>Branch Office address, if any:</b>	
8.	<b>Contact person name at Branch office:</b>	
9.	<b>Telephone number/s:</b>	
10.	<b>Fax number/s:</b>	
11.	<b>Works address:</b>	
12.	<b>Contact person name at Works:</b>	
13.	<b>Telephone number/s:</b>	
14.	<b>Fax number/s:</b>	
15.	<b>Place of Registration/Incorporation:</b>	
16.	<b>Year of Registration/ Incorporation:</b>	
17.	<b>Details of Mainlines of Business:</b>	<hr/> <hr/>

**Signature & seal of the Tenderer**



## SCHEDULE: B

### FINANCIAL DATA

Tenderers should provide financial information as detailed below. Tenderer must fill the information in this format only. If required, you may use separate sheets to provide complete financial information.

**In support of submitted information, copies of Audited `Balance Sheets` and `Profit & Loss account` statements for last three financial years (i.e. 2020-2021, 2021-2022, 2022-2023) (03) years must be attached.**

**A:** Banker's Details:

<b>Name of the Banker In Full</b>	
<b>Address of Banker</b>	<b>Telephone No:</b>
	<b>Fax No:</b>
	<b>Contact Person name:</b>

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

Financial information in	Previous three years		
	1	2	3
1.Total Assets			
2. Current Assets			
3. Total Liabilities			
4. Current Liabilities			
<b>5.Turnover from business</b>			
6. Profit before Taxes			
7. Profit after Taxes			

**C: Specify sources of credit lines to meet the cash flow demands till overall completion of the order in below mentioned format**

	<b>Sources of credit lines</b>	<b>Amount</b>
<b>1.</b>		
<b>2.</b>		
<b>3.</b>		
<b>4.</b>		
<b>5.</b>		

**D: The Tenderer must submit the following documents online**

1. Profit and loss statement.
2. Balance sheets, auditor's reports for the past three assessment years duly certified by the Chartered Accountant indicating his registration number.

***Signature & Seal of the Tenderer***

**SCHEDULE- C**

**NIL / NO DEVIATION SCHEDULE**

***To be submitted on Bidder's Letterhead***

**To  
The General Manager (Traffic)  
Administration Building  
Sheva, Navi Mumbai.**

Sir,

**Sub: NIL / NO Deviation** to the Tender technical specifications instructions to Tenderers, Conditions of Contract and Scope of Work.

We hereby undertake to carry out the subject tender work of “ Licensing of the JNPA Yard adjacent to service lane of grade separator at Karal Junction admeasuring 7.27 Ha. for Storage and handling of ISO Empty containers for period of 11 months.” without any deviation to the Tender technical specifications instructions to Tenderers, Conditions of Contract and Scope of Work and terms and conditions contained in this tender document.

**Date: (Signature of the Bidder)**

**Place: (Name) .....**  
**(Designation) .....**  
**(Common Seal) .....**

Note: Deviations, if any, mentioned elsewhere shall constitute Nil/No deviation.

(This form shall be duly filled-up, signed by the bidder as a token of acceptance towards the NIL/NO deviation to the Tender technical specifications instructions to Tenderers, Conditions of Contract and Scope of Work and terms and conditions contained in this tender document).

\*\*\*\*\*

## Schedule D

### FORMAT FOR POWER OF ATTORNEY

Date: \_\_\_\_\_

GENERAL POWER OF ATTORNEY  
(On Non –Judicial Stamp paper worth Rs. 100/-)

TO WHOMSOEVER IT MAY CONCERN

Mr. \_\_\_\_\_ (Name of the Person(s), domiciled at \_\_\_\_\_ (Address), acting as \_\_\_\_\_ (Designation and name of the firm), and whose signature is attested below, is hereby authorized on behalf of \_\_\_\_\_ (Name of the Applicant) to provide information and respond to enquiries etc. as may be required by the Port Authority or any Government Authority for the (Project Title) \_\_\_\_\_ and is hereby further authorized to sign and file relevant documents in respect of the above.

(Attested signature of Mr. \_\_\_\_\_)

For \_\_\_\_\_ (Name of the Applicant)

For \_\_\_\_\_ (Name of the Applicant)

## ANNEX – I

### Bank Guarantee for Performance Security

#### PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE

1. In consideration of you, Jawaharlal Nehru Port Authority formed under Major Port Authorities Act, 2021 having its office at ..... (hereinafter called “The Authority” which expression shall unless excluded by or repugnant to the context or meaning thereof be include its, successors and assigns) has awarded the Contract for `.....’(subject work) vide letter No. -----, dated ----- (hereinafter called ‘the said Contract’) to ----- (Name of the Contractor) (hereinafter called the ‘Contractor’). Under the terms and conditions of the Contract, made between the Contractors and the Authority, the Contractor is bound to submit a performance Guarantee of Rs. ----- (Rupees ----- only) to Authority, we the ----- (Name of the Bank and address) (hereinafter referred to as ‘the Bank’ at the request of the Contractors do hereby undertake to pay to the Authority an amount not exceeding Rs. - ----- (Rupees ----- only) for faithful performance of the entire contract.
2. We ----- Bank do hereby guarantee and undertake to pay immediately on first demand in writing and any/all moneys to the extent of ----- (in words-----) without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by Authority on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the Bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/ or any other matter or things whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable. This guarantee shall not be determined, discharged of affected by the liquidation, winding up, dissolution or insolvency of the contractor and shall remain valid, binding and operative against the Bank.
3. We, ----- (Name of the Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
4. We, ----- further agree with the Authority that the guarantee herein contained shall remain in full force and effect during the period that will be taken for the performance of the said Contract and it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the General Manager (Traffic) of the said Authority

certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before the ----  
-----, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till ----- and unless a demand or suit or action to enforce any claim under the guarantee is made within six months from the date of expiry of this guarantee, i.e. on or before ----- all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED HOWEVER that the Bank shall at the request of the Authority but at the cost of the Contractors, renew or extend this guarantee for such further period of periods as the Authority may require from time to time.

5. We, ----- 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 Contract or to extend the time of performance by the said Contractors from time to time to postpone from any time or from time to time any of the powers exercisable by the Authority against the said Contractors and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractors or for any forbearance, act or omission on the part of the Authority or any indulgence shown by the Authority on the part of the Authority or any indulgence shown by the Authority to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties will but for this provision, have effect of so relieving us.

6. Authority shall have the unqualified option to operate this Bank Guarantee to recover Liquidated Damages as livable under the Contract.

7. This Guarantee will remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the Contractor.

8. It is also hereby agreed that the Courts in Greater Bombay shall have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

9. We, ----- Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Authority in writing.

Dated ----- day of -----20--

(Name with Designation)  
Signature  
Seal of the Bank

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.



## Annexure -II

### PROFORMA OF BANK GUARANTEE FOR EMD

1. In consideration of you, Jawaharlal Nehru Port Authority (hereinafter called JNPA) formed under Major Port Authorities Act, 2021 having its Office at Administration Building, Sheva, Navi Mumbai 400 707 (hereinafter called "The Authority" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Trustees of Jawaharlal Nehru Port Authority, its successors and assigns) having agreed to receive the Bid of ----- (Name of the Bidder ) having its registered office at .....
2. ( hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its / their executors, administrators , successors and assigns), for the .....contract ( hereinafter referred to as " the Contract " ) pursuant to the RFP document dated ..... Issued in respect of the Contract and other related documents (hereinafter collectively referred to as " Bidding Documents" ) , we ----- (Name of the Bank and address) (hereinafter referred to as 'the Bank' at the request of the Bidder , do hereby undertake to pay to the Authority an amount not exceeding Rs. ----- (Rupees ----- only) for faithful performance of the entire contract.
3. We ----- Bank do hereby guarantee and undertake to pay immediately on first demand in writing and any/all moneys to the extent of Rs. ----- - (In words \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by Authority on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the Bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or things whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable. This guarantee shall not be determined, discharged or affected by the liquidation, winding

up, dissolution or insolvency of the contractor and shall remain valid, binding and operative against the Bank.

4. We, ----- (Name of the Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding before any Court of Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.
5. We, ----- further agree with the Authority that the guarantee herein contained shall remain in full force and effect during the period that will be taken for the performance of the said Contract and it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the General Manager (Traffic) of the Authority certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Bidders and accordingly discharge this guarantee. Unless, the demand or claim under this guarantee is made on us in writing on or before the -----, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till ----- and unless a demand or suit or action to enforce any claim under the guarantee is made within six months from the date of expiry of this guarantee i.e. on or before ----- all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED HOWEVER that the Bank shall at the request of the Authority but at the cost of the Bidder, renew or extend this guarantee for such further period of periods as the Authority may require from time to time.
6. We, ----- 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 RFP document or to extend the time of performance by the said Bidder from time to time to postpone from any time or from time to time any of the powers exercisable by the Authority against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such





variation or extension being granted to the Bidder or for any forbearance, and or omission on the part of the Authority or any indulgence shown by the Authority on the part of the Authority or any indulgence shown by the Authority on the part of the Authority or any indulgence shown by the Authority to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties will but for this provision, have effect of so relieving us.

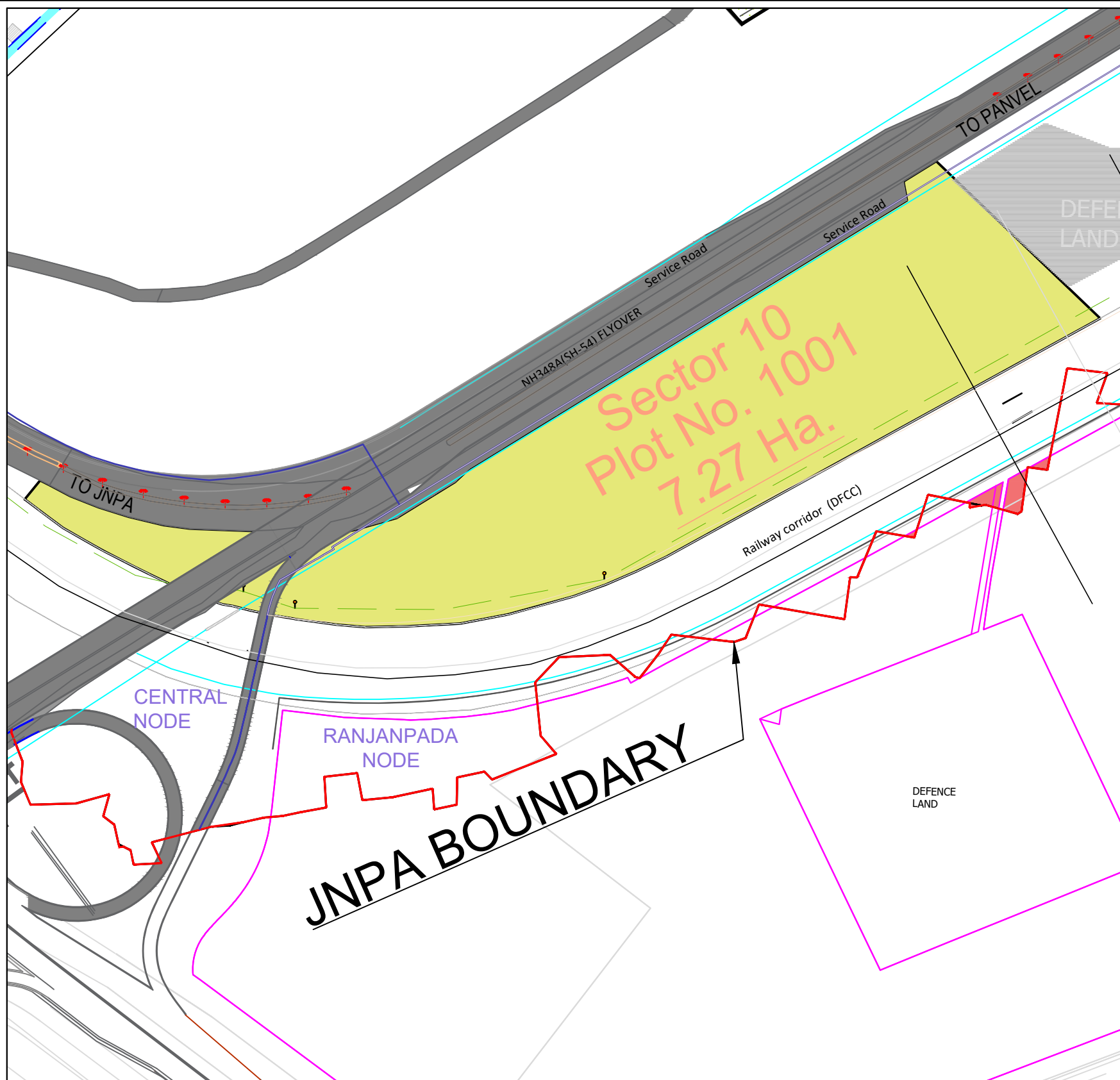
7. Authority shall have the unqualified option to operate this Bank Guarantee to recover Liquidated Damages as leviabale under the Contract.
8. This Guarantee will remain valid for a period of 120 ( one hundred and twenty) days from the Bid Due Date exclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
9. This Guarantee will remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the Bidder.
10. It is also hereby agreed that the Courts in Greater Bombay shall have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
11. We, ----- Bank lastly undertake not to revoke the guarantee during its currency except with the previous consent of the Authority in writing.

Dated ----- day of -----2024

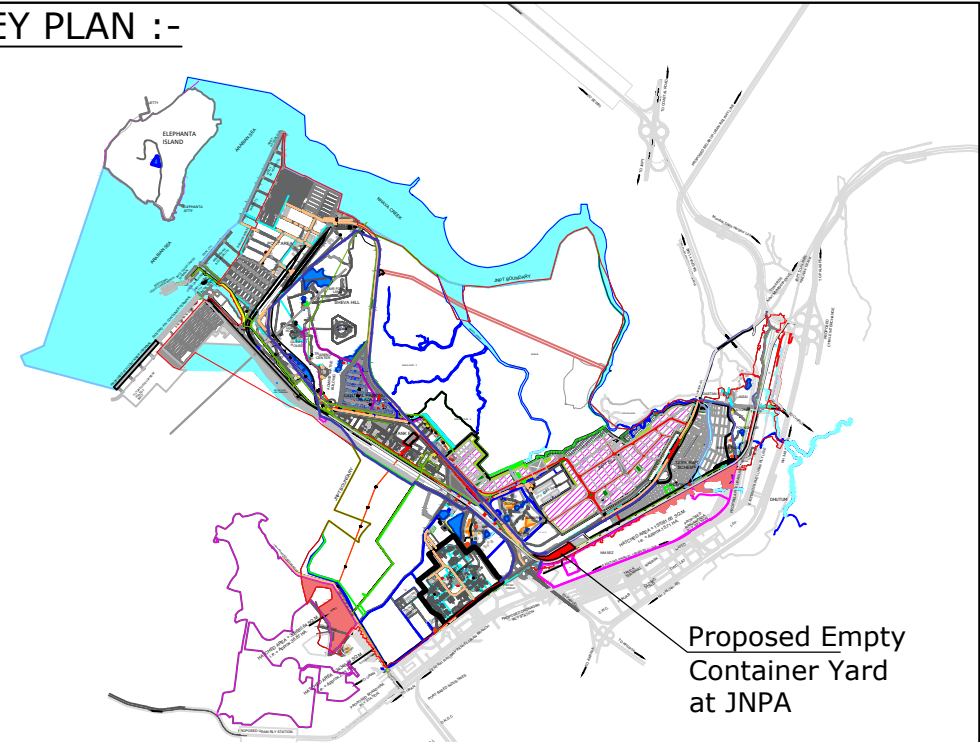
(Name with Designation)  
Signature  
Seal of the Bank

**ANNEXURE- IV**  
**CHECK LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER (As applicable)**

Sr. no.	Name of document	Page No.
1	Certificate of Incorporation	
2	Certificate from Statutory Auditor / Chartered Accountant ( CA) clearly indicating UDIN number for the particular year in this effect. ( For MEC clause A)	
3	Copies of `Balance sheets' and `Profit and Loss Account statements' for last three financial years (i.e. 2020-2021 & 2021-2022, 2022-23) duly certified by the Chartered Accountant (C.A.) clearly indicating registration number along with details	
4.	Copies of GST certificate	
5.	Copy of ESIC Certificate	
6.	Copy of PF registration	
7.	General Information- Schedule A	
8	Financial Data – Schedule B	
9.	Nil/ No Deviation Schedule C	
10	Power of Attorney – Schedule D	
11,	Copy of Partnership Deed (if applicable)	
12.	Self declaration that the firm is not debarred	
13.	Turnover certificate from CA	
14	Executed Integrity Pact	
15.	Annual Turnover from Business Form I	
16	Copy of PAN	
17.	Tender document duly signed	



**KEY PLAN :-**



Proposed Empty Container Yard at JNPA

**Details of Plot**

Plot no. - 1001  
 Sector no. - 10  
 Plot Area - 7.27Ha. (72710.10 Sqm.)  
 Node - Ranjanpada Node & Central Node

**NOTE :-**  
 DURING THE SITE DEMARCATION THE PLOT AREA MAY VARY BY ± 5 %

**Legend:-**

- Plot Proposed for Empty Container Yard
- JNPA Boundary

**Plot layout for Empty Container Yard At JNPA**

REVISION BLOCK		NOTE: 1) ALL DIMENSIONS ARE IN METERS 2) DETAILS ARE PROVIDED IN SHEET 2				CLIENT :		PROJECT TITLE : Proposed Empty Container Yard at JNPA		NOTE : ALL THE DIMENSIONS ARE IN METERS (M)	
5						JAWAHARLAL NEHRU PORT AUTHORITY (JNPA)					
4		CONSULTANT :		DRAWING NO : JNPT/SEZ/IPD/2122-050/3							
3		Voyants Solutions Pvt.Ltd				GRAPHIC SCALE : NTS					
R2		403, 4th Floor, BPTP Park Centra, NH-8, Sec-30, Gurugram-122001 PH : 0124-4598200, Tele Fax : 0124-4019051		North N ↑ T							
R1						SRP --- SRP RP					
R0		REV. DATE DESCRIPTION DRAWN BY --- CHECKED BY APPROVED BY		ISSUE RECORD Concept DFR/DPR Tender Drawing Revision Date 19-09-2024							
2						CLIENT : JAWAHARLAL NEHRU PORT AUTHORITY (JNPA)					
1		CONSULTANT : Voyants Solutions Pvt.Ltd									
0				403, 4th Floor, BPTP Park Centra, NH-8, Sec-30, Gurugram-122001 PH : 0124-4598200, Tele Fax : 0124-4019051							
		SRP --- SRP RP									
				REV. DATE DESCRIPTION DRAWN BY --- CHECKED BY APPROVED BY							
		CLIENT : JAWAHARLAL NEHRU PORT AUTHORITY (JNPA)									
				CONSULTANT : Voyants Solutions Pvt.Ltd							
		403, 4th Floor, BPTP Park Centra, NH-8, Sec-30, Gurugram-122001 PH : 0124-4598200, Tele Fax : 0124-4019051									
				SRP --- SRP RP							
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