



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

TENDER NO: CE/SE(C-II)/EST/29/COM/2021.

“ALLOTMENT OF LAND ON LONG TERM LEASE ON EASTERN AND WESTERN SIDE OF NH-66, FOR COMMERCIAL ACTIVITIES AT NEW MANGALORE PORT THROUGH E- TENDER CUM E- AUCTION PROCESS IN THE YEAR 2023 ”

THROUGH E-TENDERING MODE

Date from which tender document available for download	After 10:00 hrs on 22.05.2023 till 15:00 hrs on 21.06.2023.
Last date and time for the online Tender submission	On or before 15:00 hrs on 21.06.2023.
Date and time of Online Opening of Technical Bid.	After 15:00 hrs on 22.06.2023.
Date and Time of Opening of online Price Bid and e-Auction	To be announced later
Cost of Tender document	Rs 1,680/-
e- Tendering and e-Auction Service Provider	Central Public Procurement Portal (CPPP).
Portal Helpdesk, Telephone Nos:-	0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787

Tender Document

For

“ALLOTMENT OF LAND ON LONG TERM LEASE ON EASTERN & WESTERN SIDE OF NH-66, FOR COMMERCIAL ACTIVITIES AT NEW MANGALORE PORT THROUGH E-TENDER CUM E- AUCTION PROCESS IN THE YEAR 2023 ”

I N D E X

Sr. No.	Description	Page No.	
		From	To
1.	Section – I - Tender Notice	2	17
2.	Section – II - Instructions to Bidders	18	47
3.	Section – III General Conditions of Contract	48	59
4.	Section – IV List of documents to be submitted by the Bidder – Schedule-A	60	64
5.	Section – V Annexure -1 to 22	65	102
6.	Annexure A- Draft Format of Lease Deed	103	116
7.	Annexure B- Draft Bank Guarantee proforma for Security Deposit.	117	119
8.	Envelop No.2 “Pricebid”	120	120
9.	Appendix – I to the Form of Tender	121	123
10.	Plot Location drawing	124	125
11.	Plot Layout Plan	126	126

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

**SECTION –I
TENDER NOTICE**

FOR

“ALLOTMENT OF LAND ON LONG TERM LEASE ON EASTERN & WESTERN SIDE OF NH-66, FOR COMMERCIAL ACTIVITIES AT NEW MANGALORE PORT THROUGH E- TENDER CUM E- AUCTION PROCESS IN THE YEAR 2023 ”

- 1 The Land Policy Guidelines 2015; issued by the Ministry of Ports, Shipping & waterways G.O.I, stipulates that the Fresh allotment of Land outside the custom Bond area shall be on Long term lease by inviting competitive tenders.
- 2 The New Mangalore Port Authority (NMPA) “The Authority” proposes to lease vacant land on long term lease basis by inviting e-tenders e-portal URL:<https://eprocure.gov.in/eprocure/app> of Central Public Procurement Portal (CPP)from eligible bidders in two cover system for developing necessary infrastructure facilities **for legally permitted commercial activities** for a period of 30 years, in the allotted premises of New Mangalore Port Authority at Panambur. The e-tenders are invited on long term lease basis for a period of 30 years as per the provisions of Land Policy Guidelines 2015. The Lessee shall develop the allotted land and operate and maintain the facility during the lease period. Port has identified the land for leasing out as shown in the Location Plan of this document.
- 3 Port has identified the following vacant land area for allotment through E-Tender Cum Auction process.

Plot No	Purpose of Allotment	Area (Sqm)	Base Rate (Reserve Price) Rs/Sqm/ month From 11.03.2023 to 10.03.2024
C1	<u>LEGALLY PERMITTED COMMERCIAL ACTIVITIES</u> e.g Handling/Managing/ Operating Retail Outlet i.e. Diesel/Petrol/CNG /PNG/LPG and allied facilities, Commercial complexes- office premises, Shops, Garments, Transportation business, Hotels/ Restaurant Boarding and lodging.	6075	91.58
C2		4590	
C3		2098	
C4		2101	
C5		2102	
C6		2100	

Plot No	Purpose of Allotment	Area (Sqm)	Base Rate (Reserve Price) Rs/Sqm/ month From 11.03.2023 to 10.03.2024
C7	<u>LEGALLY PERMITTED COMMERCIAL ACTIVITIES</u> e.g Handling/Managing/ Operating Retail Outlet i.e. Diesel/Petrol/CNG /PNG/LPG and allied facilities, Commercial complexes- office premises, Shops, Garments, Transportation business,Hotels/ Restaurant - Boarding and lodging	2960	91.58
C8		2045	
C9		2045	
C11		4600	
C12		4000	
C13		4000	
C14		4000	
C15		4000	
Note: Pub and Dance bar not allowed.			
Reserve Price = The reserve price of Rs 91.58/Sqm/month shall be escalated on every year at the rate approved by the Board as per the prevailing Land Policy guidelines. At present the annual escalation is 2%.			

The Bidder may submit the Bid for the plot by submitting the EMD as stated at clause No 7 of the Tender Notice. The Bidder is required to pay Annual lease rent/upfront lease rent for the area to be leased out. The Bidder shall please make a thorough note of the following:-

- i. Bidder is required to quote their Tender Premium rate in Rupees/Sqm/month; over and above the Reserve Price, stated at **Section-I, Clause 3** above.

- ii. The Port SoR Reserve Price is Rs 91.58/Sqm/month for the period from 11.03.2023 to 10.03.2024. **The premium quoted by the bidder will be over and above the Reserve Price. Accordingly bidder has to submit the undertaking (Annexure -19).**
- iii. The Bidders will be qualified as per the Eligibility and qualification requirement mentioned under Clause 35 of Instructions to Bidders and Examination of Bids and determination of responsiveness under Clause 43 of Instructions to Bidders. Price Bids of only the technically qualified Bidders shall be opened and amongst the initial Price offers of the technically qualified Bidder's the **Highest Initial Price Offer (IPO) shall be fixed as the Start Price / floor bid value** for the forward e-Auction. In the forward e-auction process as described under Clause **18-Section-II** of the Tender document, the qualified bidders shall be required to submit their bids over and above the Start Price / floor bid value of the forward e-Auction. During the duration of forward e-auction process, bidders may revise their bid any number of times till closure of the e-auction process. The **Highest Final Price offer (FPO)** received in the Forward e-Auction process will be considered as the basis for selection of Successful Bidder.
- iv. The offers uploaded by the Bidder's will be evaluated/ calculated by the Authority on the basis of premium rate offered by the bidders (**Highest of Price Bid and e-Auction**) over and above the aforesaid Reserve Price. The offer shall be submitted in the e-portal only as per the format shown at **Appendix -I** to the Form of Tender. The Appendix-I shall be kept blank while uploading the Tender document under Envelop-I. Any indication of 'Quoted price' in the online technical bid documents shall lead to outright rejection of the bid. For avoidance of doubt the evaluation is clarified as follows:-
 - a. In the Price Bid, the intending Bidders shall submit their Initial Tender Premium rate (ITP) over and above the updated Reserve price as stated at Clause 3 above.
 - b. In case the successful Bidder fails to submit the acceptance to the Letter of Intent issued by the Port or fails to remit the security

deposit and Annual Lease rent to the Port account within the prescribed time limit, the Letter of Intent shall be withdrawn, EMD shall be forfeited **and the Successful Bidder, its group, its Holding/Parent company and its subsidiary companies shall be debarred from participating in the Tenders invited by the Port for a period of 2 years from the date of debarment.**

- 4 The intending bidder must submit their offers with their tentative scheme of the facilities to be created in the land to be allotted. The interested party shall develop the Land only for the purpose for which it is allotted as stated at Clause 3 above.
- 5 The Objective eligibility criteria for consideration of Leasing of land for legally permitted Commercial activities. The bidder submitting their quote for the Plot shall be a Firm or Company or Joint Venture or Consortium having the minimum average Net Worth for the last financial year ending 31st March 2023 as stated against the plot name in the tabular column below. The bidder has to submit the details/certificate showing the Networth as on 31.03.2023 in original duly certified by the Chartered Accountant shall be uploaded along with the Technical bid (**Annexure-4**) or Certificate showing net worth as on 31.03.2022 in original duly certified by the Chartered Accountant along with provisional details of his Net worth as on 31.03.2023 shall be uploaded along with the Technical Bid (Annexure-4). UDIN is compulsory in Chartered Account certificate. The copies of the Audit financial statement, copies of profit & loss statement, Balance sheets ending on 31.03.2023(FY 2022-23) shall also be uploaded along with the Technical Bid.

Sl No	Plot Designation	Area in Sqm	Average Net Worth for the last financial year ending 31st March 2023
1	C1	6075	270.20Lakhs
2	C2	4590	204.15Lakhs
3	C3	2098	93.15Lakhs

Sl No	Plot Designation	Area in Sqm	Average Net Worth for the last financial year ending 31st March 2023
4	C4	2101	93.45Lakhs
5	C5	2102	93.50Lakhs
6	C6	2100	93.41Lakhs
7	C7	2960	131.66Lakhs
8	C8	2045	90.96Lakhs
9	C9	2045	90.96Lakhs
10	C11	4600	204.60Lakhs
11	C12	4000	177.92Lakhs
12	C13	4000	177.92Lakhs
13	C14	4000	177.92Lakhs
14	C15	4000	177.92Lakhs

Note: In case the Bidder is a Joint Venture/Consortium, the consortium/Joint Venture shall jointly meet the aforesaid financial eligibility criteria.

- A.** The firm should have experience in any of activities mentioned in clause 3 i.e legally permitted commercial activities for 3 (three)years; ending last day of month previous to the one in which tenders are invited. The Self Certified documentary evidences shall be uploaded along with the Technical Bid **(Annexure -5)**.
- B.** The Bidders/Participants should possess valid License /permission /certificate from the Competent Authority of State/Central Govt in respect of nature of business proposed to be carried out in the allotted plots Copy of the above document shall be enclosed as **(Annexure -5A)**.

Note: In case the Bidder is a Joint Venture/Consortium, the Lead member of the consortium/Joint Venture shall meet the aforesaid experience criteria

- C.** The Bidder shall submit the Income tax return filed in the last 2 financial years ending 31st March 2022(Financial Years (i) 2021-2022 (ii) 2020-2021).**(Annexure -20).**
- D.** The Bidder shall have no Pendency of mutually admitted Port dues with Port (NMP).Undertaking to this effect shall be uploaded along with the Technical Bid. **(Annexure-18).**
- E.** The Bidder shall not have been blacklisted / De-registered/ debarred by any Government department/ Public Sector Undertaking.**(Annexure-21).**
- F.** Pertinent information is given in the following table:

i.	Earnest Money Deposit	As indicated in Clause No 7(a) of SECTION –I - TENDER NOTICE
ii.	Cost of Tender	Rs.1,680/- (Rupees One Thousand Six Hundered Eighty Only) towards Payment of Tender document fee by NEFT in favour of F.A. & C.A.O., NMP. Scanned copy of the documentary evidence for remittance shall be uploaded along with bid.
iii.	Date from which tender document available on the URL: https://eprocure.gov.in/eprocure/app . website for download	After 10:00 hrs on 22.05.2023 till 15:00 hrs on 21.06.2023.
iv.	Date and Closing time for submitting queries for online Pre-bid meeting.	03.06.2023 at 15:00 hrs. The queries shall be sent through email to i. siddaraju.b@nmpt.gov.in , ii. prahalathan.m@nmpt.gov.in , and iii. shekar.k@nmpt.gov.in
v.	Last date and time for on line Tender submission.	On or before 15.00 HRS on 21.06.2023.
vi.	opening of Part - I (i.e. Technical Bid)	22.06.2023 after 15.00 Hrs.

vii.	Date & time of Opening of the Price Bid and Auction of technically qualified bidders	To be announced later.
viii.	Validity of Tender	180 days from the date of closing of online submission of e-tender.

Bidder shall have to pay the prescribed cost of tender by NEFT in favour of F.A. & C.A.O., NMP. NMP Bank Details are as follows.

Sl no	Description	Details
1	Name of the Bank	State Bank of India, Panambur, Mangalore - 575 010
2	Bank A/C No	10205649448
3	IFSC Code	SBIN0002249
4	MICR Code	575002011
5	Contact Telephone Nos of Authority	0824-2887395/ 0824-2887310 and 0824-2887305
6	The Email id of Authority	i. siddaraju.b@nmpt.gov.in , ii. prahalathan.m@nmpt.gov.in , iii shekar.k@nmpt.gov.in

Amendments / further information etc. pertaining to the tender, if any shall be uploaded only on websites **URL:<https://eprocure.gov.in/eprocure/app>**. These websites may have to be referred by the prospective Bidder from time to time.

The Bidder's shall register in the Central Public Procurement Portal, **URL:<https://eprocure.gov.in/eprocure/app>** for creation of user ID for uploading the Tenders. The tender document can also be downloaded from NMP website www.newmagaloreport.gov.in under 'Tender link' and **URL:<https://eprocure.gov.in/eprocure/app>**.

- The lease will be subject to the following conditions including other terms and conditions of lease as prescribed by the Board of members, New Mangalore Port Authority as per the format of lease deed and any other directive issued from time to time in this regard by the New Mangalore Port Authority, Ministry of Ports, Shipping and Waterways.

- i. The lease will be for a period up to 30 (Thirty) years. The land should be utilized only for the purpose for which it is allotted as stated in **Clause 3** of section-I or any change with permission of Port.
- ii. To fix the Start Price/Floor Bid Value for e-Auction, Initial Tender Premium rate over and above the Reserve Price as indicated at **clause No 3 of section 1** has to be uploaded in the e portal URL: <https://eprocure.gov.in/eprocure/app>.
- iii. Amongst the initial Price offers of the technically qualified Bidder's the **Highest Initial Price Offer (IPO)** (Highest Initial Tender Premium + Updated Reserve Price) shall be fixed as the Start Price / floor bid value for the forward e-Auction.
- iv. In the forward e-auction process, the qualified bidders shall upload their Tender premium over and above the Start Price / floor bid value of the forward e-Auction. The **Highest Final Price offer (FPO)** received in the Forward e-Auction process will be considered as the basis for selection of Successful Bidder.
- v. **Pre-bid meeting:** -An offline pre-bid meeting shall be held on the scheduled dates and time as stated at **Clause no. 5(F)** of the Tender Notice (NIT)(Section-1).The Bidders are advised to examine the Tender Document carefully and if there be or appear to be any ambiguity or discrepancy in the documents, or any clarifications needed on the Tender Documents; these shall be referred to the following email IDs
 - i) siddaraju.b@nmpt.gov.in,
 - ii) prahalathan.m@nmpt.gov.in , and
 - iii) shekar.k@nmpt.gov.inon or before the scheduled date and time as stated at **Clause no. 5(F) of the** Tender Notice (NIT). It is to be noted that queries asked after closing date of pre bid meeting will not be answered. Employer's clarifications shall be furnished in the Central Public Procurement Portal, **URL:**<https://eprocure.gov.in/eprocure/app> or shall be issued a corrigendum in the NMP web site after closing date of **offline** pre-bid meeting without identifying the source.

The queries of the bidders shall be answered online or a separate

consolidated list of queries and clarifications shall be uploaded in web sites after closing date of offline pre-bid meeting.

vi. **Amendment of Bidding Documents:**

Any modification of the tender documents as a result of any ambiguity shall be made exclusively through the issue of an Addendum/Corrigendum. Any Addendum/Corrigendum thus issued shall be part of the tender documents and will be uploaded **in the websites URL: <https://eprocure.gov.in/eprocure/app>**. and Port website to all the bidders. Prospective bidders shall acknowledge receipt of each Addendum/Corrigendum to the **Authority**. Such addenda will be numbered and it shall be duly signed and uploaded by the Bidders as part of Part I of their bid. The Addendum/Corrigendum can also be downloaded from NMP official website from 'Ongoing Project link'. The responsibility of downloading such addendum/amendment from NMP website and e-procurement Technologies e-portal fully lies with the bidder.

Bidders please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigendum, if any, will be that of the Bidders.

vii. **Preparation of bids:**

All documents relating to the bid shall be in the English language.

7 Earnest Money Deposit (EMD)

a. The Bidder has to submit the Earnest Money Deposit (EMD) as follows.

Sl No	Plot Designation	Area in Sqm	EMD (Rs)
1	C1	6075	7,90,000/-

2	C2	4590	5,97,000/-
3	C3	2098	2,73,000/-
4	C4	2101	2,74,000/-
5	C5	2102	2,74,000/-
6	C6	2100	2,74,000/-
7	C7	2960	3,85,000/-
8	C8	2045	2,67,000/-
9	C9	2045	2,67,000/-
10	C11	4600	5,98,000/-
11	C12	4000	5,20,000/-
12	C13	4000	5,20,000/-
13	C14	4000	5,20,000/-
14	C15	4000	5,20,000/-

If a bidder bids for more than one Plot then the EMD for each Plot shall be submitted separately. For example, if a bidder bids for Plot C1 and Plot C9, then the Bidder shall submit two separate EMDs amounting to Rs 7,90,000/- and Rs 2,67,000/- for Plot C1 and Plot C9 respectively.

EMD shall be submitted in the form of ir-revocable Bank Guarantee (B.G) issued by a Nationalized Bank or a Scheduled Bank in India having a branch in Mangalore and en-cashable at Mangalore. The B.G shall be issued in favor of New Mangalore Port in the Format at **Annexure-1-A**. The BG shall be valid for 28 days beyond the validity of the bid. (The validity of the bid is 180 days from the date of closing of online submission of e-tender). The Bank Guarantee submitted towards EMD shall be verified by the port with the bank before opening of commercial offer/Price Bid. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified.

The EMD can also be paid by RTGS in favour of Financial Adviser & Chief Accounts Officer, New Mangalore Port, Panambur. The NMP Bank Details are as follows:-

Sl no	Description	Details
1	Name of the Bank	State Bank of India, Panambur, Mangalore – 10
2	Bank A/C No	10205649448
3	IFSC Code No	SBIN0002249
4	MICR Code	575002011

- i. The Technical Bid shall be accompanied by the RTGS deposit details of Earnest Money Deposit or Scanned copy of Bank Guarantee towards Earnest Money Deposit as stipulated in the **Clause 7(a)** of TENDER NOTICE (SECTION-I) of tender document. The tender without EMD shall be treated as invalid.
- ii. In the event of Bidder withdrawing his Bid before the expiry of tender validity period of 180 days from the date of closing of online submission of e-tender, the tender shall be cancelled and EMD shall be forfeited.
- iii. The Earnest Money Deposit of unsuccessful bidder shall be returned without interest as early as possible by RTGS on award of Contract/Tender to the successful bidder. The Earnest Money Deposit of the successful bidder shall be refunded (without interest) after he has signed the agreement and furnished required security deposit.
- iv. The EMD of a successful bidder/Intending Bidder will be forfeited in the following cases:
 - a) If the bidder withdraws his Tender during the period of bid validity.
 - b) In case of a successful Bidder fails
 - i) To utilize the land within the time specified under **clause 8** of the General conditions of Contract of this Tender document for the purpose for which it is allotted, apart forfeiture of other claims

ii) To execute the Lease Agreement within the time limit specified in the Letter of Intent (LOI)

iii) To furnish the required Security deposit

b. The tender along with Earnest Money Deposit as specified in the Tender document shall be submitted as stated at **Clause no. 7(a)** of the Tender Notice (NIT) (Section – 1). Tender document including quoted price bid shall be uploaded online only through **M/s Central Public Procurement Portal, [URL:https:// eprocure. gov.in/ eprocure /app](https://eprocure.gov.in/eprocure/app)** before deadline for online submission of bid. For evaluation purpose the uploaded offer documents will be treated as authentic and final. Any documents submitted in the form of hard copy except Power of attorney and Pre-contract integrity Pact Agreement, (both the documents shall be on Stamp papers of requisite value) shall be treated as irrelevant. The Tender shall be uploaded in Two Bids.

i. **Envelope-I: Technical Bid.**

a. Technical Bid shall contain all the documents as per the enclosed “CHECK LIST” (Schedule-A). Technical should not contain Price Bid. The APPENDIX- I To Form of Tender, of the Tender document shall be kept blank while uploading the scanned copy of the Tender document in Envelope-I. The “Disclosure/indication of Price in the Technical Bid shall render the tender disqualified and rejected.

b. The details of payment of Earnest Money Deposit by RTGS to NMP Bank Account, or in the form of Bank Guarantee failing which the Technical bid shall not be considered.

c. Transaction details of payment towards the COST OF TENDER Fee: Rs. **1680/-(Rupees One Thousand six hundred eighty Only)** (To be paid by NEFT to NMP Bank Account).

ii. **Envelope –II PRICE BID:**

a. In the Price Bid, the intending bidders shall be required to upload their **Initial Tender premium, ITP** (in terms of Rupees per Sqm per

month over and above the updated Reserve Price indicated under **Clause No 3 of section 1 of the Tender document**). **Initial Tender premium (ITP)** can be submitted only once by the bidders and once submitted, it can't be modified after the Bid due date under any circumstances whatsoever.

- b. **The Initial Price Offer (IPO)** of the Bidder shall be the sum of the **Initial Tender premium, ITP** quoted by Bidder in the Price Bid and the Reserve price in Rs/Sqm/Month. The SoR component of the Reserve Price attracts 2% escalation per annum(or) as per Port SoR notification time to time. **The next escalation will be in the year 2024.**
- c. The Initial Tender premium, ITP shall be submitted in the e-portal only as per the format shown at Appendix - I to the Form of Tender. The Appendix-I shall be kept blank while uploading the Tender document under Envelop-I. Any indication of 'Quoted Initial Tender premium (ITP) or the Initial Price Offer (IPO)' in the online technical bid documents shall lead to outright rejection of the bid. For avoidance of doubt the evaluation is clarified as follows.
- ✓ The Bidder shall always quote "Initial Tender premium rate (IPO)" over and above the updated Reserve Price indicated under Clause No 3 of section 1 of the Tender document. **The "Initial Tender premium rate" quoted by the Bidder shall be always equal or greater than Rs 1/Sqm/month. "Initial Tender premium" less than Rs 1/Sqm/month will not be considered and the Bid will be rejected.**
 - ✓ If a bidder quotes 'Rs 5/ Sqm/Month' as his "Initial Tender premium rate (ITP)" over the Reserve Price as stated in Clause 3 above for Plot C1, for evaluation the "Initial Price Offer (IPO)" of the Bidder shall be considered as, "X" = Updated Reserve Price + Initial Tender premium rate (ITP) quoted by Bidder in Rs/Sqm/month in the Price Bid. (ie) Rs 91.58/Sqm/month + Rs 5.00/ Sqm/Month = Rs 96.58/ Sqm/Month or part thereof.

- ✓ Where there is a discrepancy between the Initial Tender premium (ITP) over the Reserve Price quoted by the Bidder in figures and in words, the Initial Tender premium (ITP) rate in words will govern
- ✓ Where there is a discrepancy in the Initial Price Offer (IPO) per Sqm per month (OFFER) quoted by the Bidder, resulting from the error in sum of Bidder's Initial Tender premium (ITP) rate and the updated Reserve Price as stated under Clause 3 Section-I of the Tender document, the Initial Tender premium (ITP) rate quoted by the Bidder in words will be considered and Lease rent rate per Sqm per month (OFFER) will be corrected by the Authority accordingly.
- d. The bidder shall note that the premium quoted by the bidder will be over and above the revised port SoR as and when notified and implemented time to time, new revised SOR rates shall be implemented with due escalation on time to time at the rate approved by the Board as per the prevailing Land Policy guidelines (at present the annual escalation is 2%). Accordingly bidder has to submit the undertaking (**Annexure -19**).
- iii. **E-Auction:** Opening of the Price Bid of the technically qualified Bidders will be followed with forward e-auction process as described under **Clause 18- Section II** of the Tender document. The e-Auction Start Price / floor bid value will be the **Highest Initial Price Offer (IPO) received in the Price Bid** and the qualified bidders shall be required to submit their bids over and above it. During the duration of forward e-auction process, bidders may revise their bid any number of times till closure of the e-auction process.
- iv. Last Date for Submission of Online tender: is as per the date mentioned in the Tender Notice.
- v. NMP may at its sole discretion reserves the right to extend the date for receipt of Bid. Bid received after the aforesaid time and date or the extended time and date, if any, shall not be accepted by the portal.
- vi. The Authority is not responsible for delay in submission of e-tenders by the Bidders. Only Technical Bid/Envelope No. I will be opened at 15:30 hours on the due date. The Commercial Bid/Price Bid/Envelope No.II will be kept unopened for opening at a future date.

- vii. Port reserves the right to reject any or all tender(s) without assigning any reason thereof.
- viii. The Bidders should keep open the validity of the tender for 180 days from the date of closing of online submission of e-tender.
- ix. Any other information regarding the above proposal can be obtained from Superintending Engineer (Civil)/AEM(Gr-1) in person or on Telephone No.0824-2887-305/0824-2887-310/311. The site visit will also be arranged if desired by the bidders on bidders responsibility.
8. Integrity Pact (IP) shall cover this tender throughout its various phases, and IP would be deemed as a part of the tender through an appropriate provision. The bidder should sign and submit the scanned copy of the “Pre- Contract Integrity Pact to be executed between the bidder and New Mangalore Port along with the Bid (Envelope I). The Original Pre-Contract Integrity Pact Agreement (on Stamp Paper of Requisite value) as per the format at **Annexure-14**; shall be submitted by post or by hand immediately after the closing date for submission of online e-tender. A Bid not accompanied by a duly signed “Pre-Contract Integrity Pact” shall be rejected. IP would be implemented through the Independent External Monitor (IEM), **Sri Prem Chand Pankaj, Ex. M.D NEEPCO**, Bangalore or any other qualified person appointed by the Authority.
9. The bidders shall give an undertaking that they have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid as per Performa at **Annexure-15**.
10. The Bidders shall disclose any payments made or proposed to be made to any intermediaries in connection with the bid as per Performa at **Annexure-16**. In case no payment is made or proposed to be made a “Nil” statement shall be enclosed.

Chief Engineer (Civil)

SECTION – II

INSTRUCTIONS TO BIDDERS

1 Back ground

New Mangalore Port is located on the West Coast of India. The Port is a modern all weather port situated at Panambur, Mangalore(Karnataka State in South India), on the West Coast of India, 170 nautical miles South of Mormugao and 191 nautical miles North of Cochin Port. The Mangalore Harbour Project started in 1962 and was completed in May 1974. On 1st April 1980, the Port Board was set up under the Major Port Act, 1963. Since then, NMP has been functioning as the 9th Major Port and has fallen in line with other Major Ports functioning in the country.

The Ministry of Ports, Shipping and Waterways vide notification dated October 29, 2021 has implemented the Major Port Authorities Act, 2021 with effect from 3rd November 2021. The MPA Act -2021 replacing the previous Major Port Authoritys Act, 1963; vests the administration, control and management of Port upon the Board of New Mangalore Port Authority.

The National Highway 66 passes just outside the port connecting Cape Comorin (Kanyakumari) to Mumbai. The Port is served by a Broad Gauge Railway line and is well connected with Southern portion of country through Mangalore, Kerala State and Chennai. The nearest International Airport, Bajpe (Mangalore Airport) is just 12 kms from the Port. There are daily flights to Mumbai, Bangalore, Chennai and Gulf countries.

Location:

Latitude: 12°55' N and Longitude: 74°48' E

Port Area:

Water Spread: 320 Acres (129 hectares)

Land Area 1970.44 Acres (797.41 hectares)

Total Area: 2290.44 Acres (926.91 hectares)

New Mangalore Port is deep water all weather port and the only major port of Karnataka and ninth major port in India. The major commodities exported through the Port are Iron Ore Concentrates & Pellets, Iron Ore Fines, POL

Products, granite stones, containerized cargo, etc. The major imports of the Port are Crude and POL products, LPG, coal, limestone, timber logs, finished fertilizers, Bulk/Break bulk cargo ammonia, phosphoric acid, other Bulk/Break bulk cargo chemicals, containerized cargo, etc. The port facilities provided are to face the growing challenges and emerging needs of the 21st century. The Port is well equipped to handle bulk, Bulk/Break bulk cargo chemicals, hazardous cargoes, crude and POL products, heavy lifts, machinery, containers. The New Mangalore Port an ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 certified port is advantageous from commercial point of view as it is a Congestion free Port, has a hassle-free single-window clearance and simplified documentation system, Congestion-free transit sheds/overflow sheds, Open area for stacking cargo in and outside the wharf area and Direct delivery from hook point for bulk cargoes. Special facilities to handle hazardous cargoes and LPG, Draft up to 14 mtrs to handle Bulk/Break bulk cargo bulk & general cargo, Concessional ship related charges, Round the clock pilotage, land and marine security. Etc.

Based on the Land Policy Guidelines for Major Ports-2015, issued by the Ministry of Ports, Shipping & waterways New Mangalore Port Authority proposes to carryout Fresh allotment of 14 plots near the NMPA Stadium to Bykampady on Eastern/Western sides and land near customs house area outside the custom Bond area on Long term lease by inviting competitive tenders. Hence it is proposed to invite e-tenders from eligible bidders under two cover systems for legally permitted commercial activities in the existing premises of New Mangalore Port Authority at Panambur.

2 Invitation for Bids:

The online Invitation for Bids is open to all eligible bidders meeting the eligibility criteria. The bidders may submit bids for the Land Plots detailed in the TENDER NOTICE (SECTION-I) through e-tender mode only.

3 Purchase of Tender Documents:

Tender document can be downloaded from NMP website www.newmagaloreport.gov.in, or [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)

4 One Bid for one Plot or Combination:

Not Applicable.

5 Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

6 Site visit:

The Bidder, at the Bidder’s own responsibility and risk is encouraged to visit and examine the Plots and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into the Lease agreement. The costs of visiting the site shall be at the Bidder’s own expense.

7 Content of Bidding Documents:

Tender Document will consist of:

Volume I	Section I	Tender Notice
	Section II	Instructions to Bidders
	Section III	General conditions of Contract
	Section IV	List of documents to be uploaded by Bidders
	Section V	Annexure 1 to 22
	Annexure A	Draft Format of Lease deed
	Annexure B	Draft bank guarantee proforma for security deposit
	Appendix-I	To the form of tender
	Drawings	Location Drawing & layout plan

Any indication of “Quoted price” in the technical bid, shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted by Post or Hand, except those stated hereof. Upload the entire document on the e- portal only.

8 Instructions for E-Tendering:

This is an e-procurement event of NMP. The e-procurement service provider is the Central Public Procurement (CPP) Portal. For any assistance the intending Bidder’s may contact the service provider at Telephone Nos, 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787. Intending Bidders are requested to read the terms & conditions of this tender before submitting their online tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender.

9 The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature

Certificates. The instructions given below are meant to assist the bidders in registering on the Central Public Procurement (CPP) Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Central Public Procurement (CPP) Portal. More information useful for submitting online bids on the Central Public Procurement (CPP) Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

10 REGISTRATION

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

11 SYSTEM REQUIREMENT:

- a. Operating System should be Windows XP Service Pack-3/Vista/Windows 7.or Higher Version IE Version 9.0 to IE-11.0 Internet browser.
- b. Supported Browsers: IE 9 (32-bit Browser only) & above, Firefox (13+), Chrome (20+).
- c. System Access with Administrator Rights
- d. **Digital Signature Certificate (DSC):** To participate in an e-Tender, Bidders shall have a valid Class II or Class III Digital Signature Certificate (Signing + Encryption) from certifying authority of India as per the IT Act, 2000.
- e. High Speed Internet Connection with Minimum 512 kbps Speed

Important Note:

As per the new Inter-operability guidelines released by Controller of Certifying Authorities (CCA), the Secured Socket Layer (SSL) certificate for a e-procurement application is generated on a new algorithm, SHA2. Also, the Digital Certificates that will be applicable for these platforms have to be SHA2 algorithm compliant. For the same, the users have to ensure that they have Windows XP (SP3) / Windows Vista / Windows 7 installed in their respective PC/Laptop. In case of Windows XP service pack-3, if you get any issue you can install the SSL patch, which is available at the download section of e-Tender/e-Auction Portal and also at the corporate website URL:<https://eprocure.gov.in/eprocure/app>. just below the label of knowledge section.

12 SEARCHING FOR TENDER DOCUMENTS

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

Contract, Location, Date, Other keywords etc. to search for a tender published on the Central Public Procurement (CPP) Portal.

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

13 PREPARATION OF BIDS

- a. Bidder should take into account any corrigendum published on the tender document before submitting/uploading their bids.
- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted/uploaded, the number of documents - including the names and content of each of the document that need to be submitted/uploaded. Any deviations from these may lead to rejection of the bid.
- c. Bidder, in advance, should get ready the bid documents to be submitted/uploaded as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted/uploaded as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other

Important Documents” area available to them to upload such documents. These documents may be directly submitted /uploaded from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

14 SUBMISSION OF BIDS :

- a. 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.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidder has to upload the correct bid document without any damage/corrupt. The bid document should be in readable format. If the bid document is unable to open/read the bid will be considered as Non responsive/Rejected
- d. Bidder has to pay the tender fee, EMD as applicable and enter details of the instrument as specified in the bid document.
- e. Bidder should prepare the EMD as per the instructions specified in the tender document.
- f. Bidders are requested to note that they should necessarily submit their Price Bids/ financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. **If the BoQ file is found to be modified by the bidder, the bid will be rejected.**

- g. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- h. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

15 ASSISTANCE TO BIDDERS :

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

directed to the 24x7 Central Public Procurement (Central Public Procurement (CPP)) Portal Helpdesk.0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.

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

16 BIDDING IN E-TENDER & FORWARD AUCTION:

- a. Bidder(s) need to submit necessary EMD and Tender fees to be eligible to bid online in the e-tender. Tender fees are nonrefundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by NMP.
- b. The process involves Electronic Bidding for submission of Technical Bid as well as Price Bid.

- c. The bidder(s) who have submitted the above fees can only submit their Technical Bids and Price Bid through internet in M/s Central Public Procurement's website [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app). The bidder(s) have to verify their Digital Signature through provided link “Verify Data Encryption” to ensure the provided DSC supports encryption/decryption properly and to avoid last minute surprises.
 - d. Bidder can fill any bid Preliminary Stage (Tender Fee & EMD), Technical stage or Commercial stage partially/entirely with system indications.
 - e. Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
 - f. No deviation to the technical and commercial terms & conditions are allowed.
 - g. After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
 - h. The Authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
 - i. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the [website URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) of M/s Central Public Procurement.
 - j. The bid will be evaluated based on the filled-in technical & commercial formats.
 - k. The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
- NOTE:** -The entire bid can be revised/edited as many times and even withdrawn before last submission date & time.
- a. In all cases, bidder should use their own ID and Password along with

Digital Signature at the time of submission of their bid.

- b. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- c. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- d. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Port will form a binding Agreement between Port and the Bidder for execution of Lease. Such successful Bidder shall be called hereafter **Lessee**.
- e. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- f. Licensor/NMP reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without any liability and without assigning any reason thereof.
- g. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender by any bidder confirms his acceptance of terms & conditions for the tender.
- h. **Unit of Measure (UOM) is indicated in the e-tender. Initial Tender Premium (ITP) Rate to be quoted in the Price Bid should be equal or greater than one rupee over and above the updated Reserve Price as per UOM indicated in the e-tender document. The Initial Price offer (IPO) of the Bidder (updated Reserve Price plus Bidder's quoted Initial Tender premium rate) shall not be less than the Updated Reserve Price.**

17 The Bidder is advised to visit and assess the site conditions.

18 E-Tender Cum E-Auction process:

The tendering will be on the basis of Tender cum Auction process. The bidders should upload bids including the price bid under two cover system detailed in **Clause 37** of Instructions to Bidders. The bidders will be qualified as per the Eligibility and qualification requirement mentioned under **Clause 35** of Instructions to Bidders and Examination of Bids and

determination of responsiveness under **Clause 43** of Instructions to Bidders. In case the number of participants in the e-tendering process is only one or only one Bidder gets technically qualified for the next stage of e-Auction and opening of the Price Bid, then the Price Bid of the Single qualified Bidder will be opened online without carrying out the e-Auction.

The e-Auction will be carried out as follows:-

- a. The first stage will be opening of the Price Bid, wherein the Price Bids of only those Bidders whose Technical bids have been determined to be substantially responsive in accordance with **Clause 43** hereof shall be opened and the **Initial Tender Premium (ITP)** of the Technically qualified Bidders will be evaluated. The initial Tender Premium (ITP) can be submitted only once by the bidders and once submitted it can't be modified/revised after the Bid due date under any circumstances whatsoever.
- b. Final Acceptance/Rejection of any offer will be exclusively at sole discretion of the Authority. Intending bidders are hence advised, in their own interest, to submit their best **Initial Tender Premium (ITP)** in the Price Bid.
- c. **The Initial Tender Offer (ITO)** shall be the sum of updated reserve Price and **Initial Tender Premium (ITP) quoted by the Bidder** in the Price Bid. Amongst the initial Price offers of the technically qualified Bidder's the **Highest Initial Price Offer (IPO) shall be fixed as the Start Price / floor bid value** for the forward e-Auction
- d. Subsequently, all the technically qualified Bidders will be requested to participate in the online forward e-Auction process. During the forward e-auction process, the qualified bidders shall be required to once again submit their Tender premium in Rupees/Sqm/Month over and above the Start Price / floor bid value for the forward e-Auction, fixed by the Authority as stated above. During the duration of forward e-auction process, bidders may revise their Tender premium any number of times till closure of the e-auction process.
- e. The minimum increment in the Tender premium shall be of **Rs One/Sqm/month over and above the Start Price / floor bid value of**

the forward e-Auction for leasing of the aforesaid Port Spaces as stated above.

- f. For each plot, the time of Ninety (90) minutes shall be granted for e-auction. In case if any Bidder submits his offer during the last five minutes before the prescribed time of 90 minutes getting over, the time for offer shall be automatically extended for further five minutes from the time of submission of last offer and such time can further be extended in the similar fashion. If no Bidder submits further offer in the extended five minutes time, the auction shall be closed automatically. In case if any Bidder does not quote or participate in the e-auction, the Bidder's quote in the e-Auction will be considered as Rs 0/Sqm/Month and only his quoted Tender premium in the price Bid/Commercial Bid will be considered for further evaluation.
 - g. The Tender premium rate over and above the **“Start Price/floor bid value of the forward e-Auction”** offered by the Bidder during the e-auction process shall be considered as the Bidders quoted Tender premium rate.
 - h. If Port is satisfied with the bid amount of the highest bidder and subject to compliance of other conditions of the tender the tender will be awarded to the highest bidder.
 - i. In case the number of participants in the tendering process is only one or only one Bidder gets technically qualified for the next stage of “e-Auction and opening of the Price Bid”, then the Authority reserves the right to open the Price Bid of the Single qualified Bidder online and shall not further carry out the e-Auction. **In such case the Initial Tender Offer (ITO),** (ie) the sum of updated reserve Price and **Initial Tender Premium (ITP) quoted by the Bidder** in the Price Bid will be the Bidder's Final Price Offer (FPO).
- 19 The firm can also have Joint Venture for setting up of all the facilities by forming consortium of firms fulfilling the eligibility criteria under Joint Venture (J.V.) as mentioned in **Clause 53** of this Section – II, Instruction to Bidders.
- 20 The Bidder is expected to examine the tender documents including all

the conditions, descriptions etc. Failure to furnish the information required in the tender documents or submission of a tender not conforming to the requirement in every respect may render the tender liable for rejection.

- 21 The details to be filled in as per the proforma (Annexures) attached shall be either typed or written in indelible ink and shall be signed by the Bidder or person duly authorized to sign on behalf of the Bidder. Such authorization shall be written Power of Attorney. All pages of the tender documents shall be signed by the person signing the tender. The name and position held by the persons signing the tender shall be typed or printed below his signature. The scanned copy of the duly signed tender documents including the scanned copy of the duly filled in proforma which forms part of the tender document shall be uploaded along with the tender document.
- 22 Any existing obstruction like pipelines, cables etc. in the leased land which are likely to cause hindrance to the structure / construction shall be re-laid / dismantled /re-routed by lessee at his own cost with the prior approval and as directed by the appropriate authority.
- 23 Port will not responsible to provide power and water and the Bidder have to make their own arrangement for the same either directly from KEB and / or other appropriate authority respectively or through MCC or arrange from other sources.
- 24 The lessee is bound to develop the leased land by providing drains, roads etc. at their cost. The area of plot given is approximate and there will be marginal variations as per the actual measurement. The Successful Bidder shall arrange for the Joint survey of the allotted space to access the actual area. Accordingly the Annual Premium/upfront lease rentals, Security deposit etc. shall be fixed or revised.
- 25 **ENVIRONMENTAL AND OTHER STATUTORY CLEARANCES:** The proposed leasing out of vacant land is earmarked for purpose as defined under clause 3 of section-I, tender notice. The Authority will only issue Letter of Intent in the name of the Lessee concerned and Lessee will have to obtain all approvals from different authorities like clearance from

Custom Authorities, Chief Controller of Explosives, State Pollution Control Board, Environment & Forest Dept., if applicable and other statutory clearances from various departments as required under the various Acts being in force at their own cost. NMP shall not be responsible for any loss/damages etc. occurring if permission or approval of the above authorities or any such authority including MOEF, GOI are not granted or delayed. The Lessee shall follow all safety norms as may be prescribed by the competent authorities including NMP from time to time. The Lessee shall maintain necessary firefighting system of their own for safety purpose as required by statutory regulations at their own cost. The Lessee will have to get Environmental Impact Assessment (EIA) prepared by an approved agency at his own cost if required by the concerned authorities.

- 26 **CONDITION OF PLOT:** The subject Land areas as shown in the Layout drawing of the Tender document. The Plot allotted is to be taken over on "AS IS WHEREIS BASIS". The Lessee may either use the existing structures or modify them or demolish the structures to meet his requirements. ".If any buried pipeline found in the plot the Lessee has to re-align the pipelines as per the instruction of Chief Engineer (Civil).
- 27 The e-tenders will be received up to 1500 hrs on the prescribed date as stated in the Tender Notice (NIT). The e-tenders received up to 1500 hrs. On the submission date will only be considered and opened on next day after 1500 hrs as mentioned in the Tender document. The Authority may at his discretion extend the date for receiving tender. Tender received after the aforesaid time and date or the extended time and date, if any, will not be considered. The Authority is not liable for any delay in submission or loss of the tender.
- 28 The Bidder is advised to acquaint himself with the site condition and facility available for setting up of such facility and examine soil conditions, hydrological conditions, climatic conditions, availability of labour, materials, equipment, means of transport, communication facilities, laws and bylaws of Govt. of Karnataka and / or Govt. of India and any other statutory bodies and collect all information that may be

necessary for preparing and uploading the Tender and also for entering into the contract.

29 Bidder shall bear all the costs of visiting the site, collecting the information and for preparing and uploading the tender.

30 Bidder shall bear all costs for preparation and submission of his tender. The Authority will not be responsible for or pay for any expenses or losses, which might be incurred or suffered by any Bidder in connection with submission of tender.

31 No tender shall be considered which is not accompanied by an Earnest Money Deposit as stated in **Clause 7(a), Section –I, Tender Notice**. In the event of Bidder withdrawing his tender before the expiry of 180 days from the last date of submission of tender, the tender shall be cancelled and the amount deposited as Earnest Money Deposit as specified in the notice inviting tender shall be forfeited by the Authority and decision of the Authority shall be final and binding on the Bidder in this regard.

32 The Earnest Money Deposit of unsuccessful Bidder will be discharged/returned as promptly as possible. The Bidder opting for refund of EMD through RTGS shall submit the necessary details as per the format at **Annexure 22** of this Tender document and upload the same in Technical Bid/Envelope-I. The Earnest Money Deposit in respect of successful Bidder will be forfeited, if he fails to execute Lease deed and furnish the necessary **Security Deposit**, which is equivalent to the sum of the two year annual lease Rents, as calculated within **60** days from the date of issue of Letter Of Intent (LOI) **and the Successful Bidder, its group, its Holding/Parent company and its subsidiary companies shall be debarred from participating in the Tenders invited by the Port for a period of 2 years from the date of debarment.**

Security Deposit above one crore(1.0 Cr) may be submitted in the form of ir-revocable Bank Guarantee (B.G) issued by a Nationalized Bank or a Scheduled Bank in India having a branch in Mangalore and en-cashable at Mangalore. The B.G shall be issued in favor of New Mangalore Port. The BG shall be renewed in every five years or as decided by FA & CAO, New Mangalore Port over the expiry of lease period. The Bank Guarantee

submitted towards SD shall be verified by the port with the bank. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the allotment letter shall be cancelled /withdrawn.

The EMD can also be paid by RTGS in favour of Financial Adviser & Chief Accounts Officer, New Mangalore Port, Panambur.

33 The EMD of successful Bidder will be released only after depositing the Security Deposit and one year annual/upfront lease rentals. The successful bidder may also opt for upfront basis. The Security Deposit of the successful Bidder will be refunded within 3 months from the date of completion of lease period or termination of lease after deduction of any money due to be paid by the Lessee to the Lessor without interest. **The lease period shall commence from the 15th (Fifteenth) day after the date of issue of Letter of Intent (LOI).**

34 The Tender shall remain valid and open for acceptance for a period of 180 days from the date fixed for receiving the same and the EMD shall also be valid for the same period. The Authority reserves the right to extend the period of validity for a specific time. The request and the response thereto shall be made in writing or Fax. However, in the event of the Bidder agreeing to the request, he will not be permitted to modify his tender. In the event of the Bidder agreeing to the extension, the Bidder shall correspondingly extend the validity of his EMD.

35 **ELIGIBILITY AND QUALIFICATION REQUIREMENT:** To be eligible for allotment of plot the firm shall provide evidence, satisfactory to The Authority of their eligibility and of their capability and adequacy of resources to execute the subject Lease effectively in addition to documents evidencing fulfillment of all the minimum eligibility criteria as stipulated in the "Tender Notice". The Bidder shall also upload scanned copies of original Documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, or if a joint venture, of each party thereto constituting the Bidder. **(Annexure -3)**

36 At any time prior to the last date for submission of e-tenders, the Authority may for any reason whatsoever change or modify the tender

documents by amendments. Any modification of the tender documents as a result of any ambiguity shall be made exclusively through the issue of an Addendum/Corrigendum. Any Addendum/Corrigendum thus issued shall be part of the tender documents and will be uploaded in M/s Central Public Procurement Portal [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) and Port website to all the bidders. Prospective bidders shall acknowledge receipt of each Addendum/Corrigendum to the **Authority**. Such addenda will be numbered, signed and it shall be submitted along with the duly signed Tender document by the Successful Bidder before executing the Lease deed. The Addendum/Corrigendum can also be downloaded from NMP official website from 'Ongoing Project link'. The responsibility of downloading such addendum / amendment from NMP website and M/s Central Public Procurement Portal, [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) fully lies with the bidder. The Authority may at his discretion extend the last date for submission of the e-tenders to enable the Bidder reasonable time to upload their tender after taking into consideration such amendments.

- 37 Completed Tender shall be signed and uploaded by the Firm / Corporation / Joint venture / Company to the Authority as indicated in the Tender Document. The tender shall be typed or written in indelible ink and all pages of the tender shall be signed as stated above. The Bidders shall upload complete tender, which shall be without alterations, interlineations or erases except those in accordance with the instructions issued by the Authority or as may be necessary to correct errors made by the Bidder. All such cancellations, alterations or amendments shall be initialed by person or persons signing the tender.

Tender is liable for rejection if relevant details are not furnished and which do not meet the pre-qualification requirement as specified in the tender notice. The Bidder may furnish along with his tender any additional information which in his opinion will highlight his capability to perform. The Tender shall be uploaded in two parts.

**A. Envelope No. I - Technical / Technical Bid
(Accompaniments to Tender)**

It shall contain the following general information and Technical proposals:

- i) Scanned copy of Bank Guarantee or RTGS Payment details for EMD (bid security). The original Bank Guarantee shall be submitted by post or by hand immediately after the closing date for submission of online e-tender. **(Annexure-1& 1-A)**
- ii) Scanned copy of NEFT Payment details towards cost of tender **(Annexure-2)**
- iii) Scanned copy of the Self-Certified copies of original Documents defining the constitution or legal status, place of registered office and principal place of business of the company or firm or partnership, or if a joint venture, of each party thereto constituting the Bidder. **(Annexure-3)**
- iv) The Bidder has to meet all the minimum qualifying criteria. Scanned copy of the Relevant information supported by documentary evidence (original /Self-Certified copies) regarding fulfillment of the minimum eligibility criteria as stipulated in Notice Inviting Tender / Tender Notice should be uploaded along with the tender. **(Annexure 4,5 and 20)**
- v) Scanned copy of the Power of attorney of the Bidder. The Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant. **(Annexure 6). The Original power of attorney in Stamp paper of requisite value as per the format at Annexure 6; shall be submitted by post or by hand so as to reach the Chief Engineer (Civil); immediately after the closing date for submission of online e-tender.**
- vi) The undertaking to the effect that the Bidder/authorized signatory has read and accepted all the terms and conditions of the tender document along with Addendum/Corrigendum, if any as issued and

- will sign and submit the same if the Lease is awarded to the Bidder shall be uploaded **as Annexure -7**
- vii) The Scanned copy of the tentative scheme of setting up of the facilities in the allotted Space(**Annexure-8**)
 - viii) Copy of the Income tax PAN Certificate(**Annexure – 9**)
 - ix) Scanned copy of the GST registration Certificate (**Annexure – 10**)
 - x) In the event of Joint venture, one of the Members of the consortium shall be nominated as being in – Charge (Lead Member) and this authorization shall be supported by a Power of Attorney signed by the Authorized Signatories of other Members. The Scanned copy of the Power of Attorney authorizing one of the members of the consortium as the lead member shall be uploaded as **Annexure -11**. The Original power of attorney in Stamp paper of requisite value as per the format at **Annexure 11** shall be submitted by post or by hand so as to reach the Chief Engineer (Civil) immediately after the closing date for submission of online e-tender.
 - xi) In case of Joint Venture, Scanned copy of the Joint venture agreement. (**Annexure-12**)
 - xii) The Members of the consortium shall enter into a Memorandum of Understanding (MOU) delineating the rights and obligations of the members for the purpose of making submission of the tender. The Scanned copy of the MOU delineating the rights and obligations of the members for the purpose of making submission of the tender shall be uploaded along with the Technical Bid (**Annexure-13**).The Original MOU, ie. **Annexure 13** shall be submitted by post or by hand so as to reach the Chief Engineer (Civil) immediately after the closing date for submission of online e-tender.
 - xiii) Scanned copy of Pre-Contract Integrity Pact Agreement. (Original Pre-Contract Integrity Pact Agreement on Stamp paper of requisite value , as per format at **Annexure-14** shall be submitted by post or by hand immediately after the closing date for submission of online e-tender) “PRE CONTRACT INTEGRITY PACT” shall contain the following.

- a. Scanned copy of the duly signed “Pre contract Integrity Pact” to be executed between the Bidder and New Mangalore Port as per the Performa **(Annexure-14)**.
 - b. Scanned copy of undertaking that the bidder has not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC act in connection with the bid as per Performa at **Annexure-15**.
 - c. Scanned copy statement disclosing payment made / proposed to be made to the intermediaries in connection with the bid as per proforma at **Annexure-16**.
 - d. Bidders in which Integrity Pact is not furnished duly filled and signed is liable to be rejected.
- xiv) Overwriting in the Tender documents is not permitted; striking, if any, will be duly authenticated by signatures of the Bidder.
 - xv) No counter conditions by the Bidders are permitted and conditional Tender is liable for rejection.
 - xvi) Proforma of undertaking that no changes have been made in the Tender document that has been downloaded **(Annexure-17)**
 - xvii) The self-certified Scanned copy of no due certificate certifying non-pendency of mutually admitted Port (NMP) dues.**(Annexure-18)**.
 - xviii) Proforma of undertaking to remit lease rentals determined based on the sum of updated SoR (updated either by annual escalation or periodic revision from time to time) plus Tender premium quoted by the bidder.) **(Annexure-19)**.
 - xix) The Income tax return filed by the Bidder in the last 2 financial years ending 31st March 2023(Financial Years (i) 2022-2023 (ii) 2021-2022 and shall be uploaded by the Bidder **(Annexure -20)**
 - xx) Proforma of undertaking that Bidder is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking **(Annexure-21)**.
 - xxi) The Bank details for refund of EMD through RTGS **(Annexure – 22)**

B. Envelope No.II -Price Bid:

Initial Tender Premium/Price should be quoted in only through M/s Central Public Procurement Portal, [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app). Any indication of 'Initial Tender Premium/Quoted price' in the online technical bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The bid submitted through e-tendering mode only will be taken up for the purpose for evaluation.

The Bidder should note the following procedure carefully:

- i) The Bidder should quote his **Initial Tender premium (ITP)** rate in Rupees/Sqm/Month over and above the updated Reserve Price as indicated in **Clause No 3 of Section 1 of the Tender document**. This rate shall be disclosed only in Envelope No.II
- ii) **The Initial Tender premium rate quoted by the Bidder shall be added to the updated Reserve Price and the Initial Tender Offer (ITO) rate per Sqm per month shall be calculated.**
- iii) Where there is a discrepancy between the **Initial Tender premium rate over the updated Reserve Price** quoted by the Bidder in figures and in words, the Initial Tender premium (ITP) rate in words will govern.
- iv) Where there is a discrepancy in the Initial Tender Offer (ITO) rate per Sqm per month (OFFER) quoted by the Bidder, resulting from the error in sum of Bidder's Initial Tender premium rate and the updated Reserve Price as stated under Clause 3 Section-I of the Tender document, the Initial Tender premium rate (ITP) quoted by the Bidder in words will be considered and Initial Tender Offer (ITO) rate per Sqm per month will be corrected by the Authority accordingly.
- v) The Bidder should not indicate his offer anywhere directly or indirectly in Envelope No.I. The APPENDIX- I To Form of Tender in the Tender document shall be kept blank while uploading the scanned copy of the Tender document in Envelope-I.

- iv) The Bidders should ensure that their tender is uploaded, before the expiry of the specified time limit.
- v) No delay on account of any cause will be entertained for the late receipt of tender.
- vi) No page shall be added or removed from the set of tender documents.
- vii) All amounts to be quoted in the tender shall be in figures and words in Indian rupees. In case of any discrepancy, the amounts in words shall remain valid.

38 Deadline for Submission of the Bids:

- i) The completed bid shall be uploaded in the electronic form by the date and time mentioned in Tender Notice only through M/s Central Public Procurement Portal, URL:<https://eprocure.gov.in/eprocure/app>.
- ii) The Authority may extend the deadline for submission of bids by issuing an amendment in accordance with **Clause 6(vi), Section-I, Tender Notice**, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
- iii) The uploaded Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted/uploaded by the Bidder, the conditions mentioned in the Port's uploaded document shall prevail. Besides, the Bidder shall be liable for legal action for the lapses.

39 Late Bids:

The Bidder should ensure that their tender is received online at NMP before the deadline prescribed in **Clause 5(F)(v), Section-I, Tender Notice**.

40 Modification and Withdrawal of Bids:

- i) Bidders may modify the offers by withdrawing their already frozen bids in online only through M/s Central Public Procurement's e-portal, [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app). (after submission of bid) and resubmit/upload the revised offer before the deadline prescribed in **Clause 5(F)(V), Section-I, Tender Notice**.
- iv) No bid shall be withdrawn and re uploaded through M/s Central Public

- Procurement's e-portal, URL:<https://eprocure.gov.in/eprocure/app> by the bidder after the deadline for submission of bids (ie Bid due date).
- v) Withdrawal of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in **Clause 5(F)(viii) Section-I , Tender Notice** may result in the forfeiture of the Bid Security pursuant to **Clause 7(a)(ii)Section-I , Tender Notice**.
- vi) Bidders may only modify the prices and other required details of their Bids by Re uploading Bid only in accordance with this clause through M/s Central Public Procurement Portal, URL:<https://eprocure.gov.in/eprocure/app>.

41 Bid Opening –

Envelope No I: Technical bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid. In the event of specified date for bid opening is declared as holiday by the Employer, the bid will be opened at the appointed time and location on the next working day. In the first instance the Technical containing the RTGS payment details of EMD & Cost of tender document will be verified. If EMD and Tender Fees are in line with the Tender Condition, the Technical will be considered for evaluation.

Envelope No. II: The Price Bids of those entire Bidder whose Technical bids have been determined to be substantially responsive in accordance with **Clause 43** hereof, will be opened on online. The date, time and other details of opening of the Price Bid will be intimated to the technically qualified bidders in advance. After the opening of the Price Bid and its evaluation the technically qualified Bidders will be requested to participate in the online e-auction process on the specified date and time. The offers received during the e-auction will be evaluated. The commercial Bid/Envelope-II **will also be checked for any arithmetical errors in computation and summation as under:**

- i. **The Bidder shall note that they shall quote the Initial Tender premium rate over and above the updated Reserve Price. The Initial Tender premium rate quoted by the Bidder shall be added to the updated Reserve Price and the Initial Tender Offer (ITO) shall be calculated.**

42 Clarification of Bids:

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

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

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

43 Examination of Bids and Determination of Responsiveness:

Evaluation process: Proposal shall be considered responsive if –

I.

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

II.

- a. A Tender that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A

material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Bidder or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.

- b. The Port reserves the right to reject any tender which in its opinion is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port in respect of such Tenders.
- c. The Port would have the right to review the Technical Qualification and seek clarifications wherever necessary.
- d. Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Engineer (Civil) or his authorized representative will examine and seek clarification if any and list out the firms, which are found technically suitable and Envelope-II (Price Bid) of such Bidders only will be opened and EMD will be returned to the unsuccessful Bidders
- e. The date and time will be intimated to Bidders whose offers are found suitable and Envelope – II of such Bidders will be opened on the specified date and time.
- f. The cost of stamping Agreement must be borne by the successful Bidder.
- g. The Fax/E-Mail offers will be treated as defective, invalid and rejected. Only detailed complete offers received through online prior to closing time and date of the tenders will be taken as valid.

44 Correction of Errors: BLANK

45 Evaluation and Comparison of Bids:

The Employer will evaluate and compare only the Bids determined to be responsive in accordance with **Clause 43**. In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- a) Making appropriate adjustments to reflect discounts or other price

modifications offered.

46 Central Public Procurement's Help Desk:

In case Bidder(s) need any clarifications or if training is required to participate in online tenders, they can contact Central Public Procurement's Support Team at telephone Nos 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.

47 Alteration of tender documents:

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

48 Alternative conditions and Proposal:

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

49 Award of Lease to H1 Bidder:

The allotments of the plots will be made to the Technically qualified, highest Bidder of the plot after taking into consideration as mentioned under clause 18(a to i) of the Instructions to Bidders and will be subject to the approval of New Mangalore Port Board / Competent Authority. The allotment will be subject to the terms & Conditions of the Tender document, the main terms and conditions of allotment, as under Annexure-A, terms of lease deed and as per guidelines issued by the Ministry of Ports, Shipping & waterways Government of India, from time to time. The main terms and conditions are given in the draft lease deed at **Annexure-A**.

50 Notification of Award:

Prior to the expiration of the prescribed period of tender validity or such extended period, the Authority (NMP) will notify the **successful Bidder**, by cable or telex, fax confirming in writing by registered letter that his/their tender has been accepted. Issue of Letter of Intent (LOI) does not

constitute the formation of contract; the Bidder has to fulfill all the requirements as stipulated in the “Form of tender” of the tender document. The Authority will promptly notify the unsuccessful Bidders that their e-tenders have been unsuccessful and release their submitted EMD.

- i) The Letter of Intent (LOI) (hereinafter and in the Conditions of Contract called the “Letter of Intent”) will state the sum that the Successful Lessee will pay the Lessor in consideration of the execution, of lease as prescribed by the conditions and covenants of the lease deed.
- ii) **The lease period shall commence from the 15 (Fifteenth) day after the date of issue of Letter of Intent (LOI).**
- iii) **Within 60 days from the date of issue of Letter of Intent (LOI), the successful Lessee shall complete all the formalities of Taking over of the Land.**
- iv) The notification of award will constitute the formation of the Lease subject only to the furnishing of a Security deposit in accordance with the provisions of **Clause 3(ii)** of **General Conditions of Contract**.
- v) The Lease deed will also incorporate all correspondence exchanged between the employer and the successful bidder. Within **60 days** from the date of issue of Letter of Intent (LOI), the successful bidder will furnish the security deposit within 60 days and within **6 months** from the date of issue of Letter of Intent (LOI) the successful bidder shall register the Lease deed with the Lessor. The Lease deed shall be registered in the Sub Registrar Office, Mangalore (Original and Duplicate). The Stamp duty and all other incidental charges incurred towards the registration shall be borne by the Lessee. The Lessee shall make 7 copies of the Lease deed and tender document with proper binding shall submit to the lessor within 7 days after registering the Lease deed. **The Lease Deed in Original, after registration, shall remain in the custody of the lessor (i.e. NMP). The Duplicate Copy shall be handed over to the Lessee.**
- vi) **In case the successful Bidder fails to submit the acceptance to the Letter of Intent issued by the Port or fails to remit the security deposit and Annual Lease rent to the Port account within the prescribed time limit, the Letter of Intent shall be withdrawn, EMD shall be forfeited and the**

Successful Bidder, its group, its Holding/Parent company and its subsidiary companies shall be debarred from participating in the Tenders invited by the Port for a period of 2 years from the date of debarment.

51 All costs, charges and expenses including stamp duty in connection with lease as well as preparations and completion of lease deed shall be borne by the Bidder.

52 THE CONDITIONS FOR SUBMISSION OF TENDER UNDER JOINT VENTURE:

In the event that the successful Bidder is a joint venture formed of two or more companies the parties to the joint venture accept jointly and severally liabilities for all obligations under the contract.

E-tenders uploaded by a joint venture i.e. consortium of two or more firms as partners shall comply with the following requirements.

- a) The tender uploaded by the consortium shall contain the information required in respect of each member of the consortium
- b) One of the consortium members should have purchased the tender document from the Authority
- c) The tender uploaded by the consortium should include a description of the roles and responsibilities of its individual members
- d) A member of a particular consortium shall not be a member of any other consortium under the subject tender.
- e) The tender, and in case of successful tender, the form of Agreement, shall be signed by all the members of the consortium or one member as their authorized representative, so as to be legally binding on all members.
- f) One of the members shall be authorized to be in charge (lead member) and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members of Joint Venture;
- g) Members of the consortium shall enter into a Memorandum of Understanding (MOU) for the purpose of submitting the tender. This should be done before submission of the Tender. The MOU shall, inter-alia, also convey the intent; to Form a joint venture company and to enter into an Agreement and subsequently carryout all the responsibilities of the Agreement as stipulated in the agreement.

- h) All the members of the joint venture shall be liable jointly severally and individually for the execution of the Lease in accordance with the Lease Agreement terms, and a relevant statement to this effect shall be included in the authorization mentioned under (f) above as well as in the Form of Tender and the form of Agreement (in case of a successful tender); No change in the composition of the consortium is allowed without prior permission of The Authority.
 - i) A change in the composition of the consortium may be permitted by the Authority only where;
 - 1) The modified consortium would continue to meet the eligibility criteria for said Lease.
 - 2) The approval for change in the composition of a consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing.
 - 3) The modified consortium would be required to submit a revised MOU.
- 53 The Authority reserves the right to accept or reject or cancel the tender at any stage without assigning any reason and without any liability or, any obligation for such acceptance, rejection or annulment.

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SECTION – III

GENERAL CONDITIONS OF CONTRACT

1 APPLICATION OF LAW:

The land shall be allotted on lease basis upto a period of **30 years** from the date of issue of Letter of Intent (LOI). **On the expiry of the lease period there shall be no automatic renewal.** The lease can be extended at the sole discretion of the Authority. The lease shall be governed by the provisions of Major Ports Authority Act, 2021 and by the guidelines issued by the Ministry of Ports, Shipping and Waterways from time to time. (Currently the “Land Policy Guidelines 2015” issued by the Ministry of Shipping is in force). The plot/parcel indicated in the tender notice shall be on lease basis only. Availability of lease shall be for a period not exceeding **30 years** from the date of issue of Letter of Intent (LOI) to the Lessees. **The Lease/License period shall commence from the fifteenth day after the date of Letter of Intent (LOI).**

2 SUB-LEASE / MORTGAGE THE PLOT:

Sub-lease / mortgaging the plot of land shall be permitted as per conditions of the land policy guidelines 2015 issued by Ministry of Ports, Shipping & Waterways.

3. PAYMENT OF LEASE RENTS:

i. The Lessee shall pay to the Authority the lease Rents for every year seven days prior to the commencement of the corresponding lease year. The Annual Lease rent shall be calculated by the Lessee for each year or part thereof for the period of lease considering the Lease rent rate as follows:

a) Constant Tender Premium:

The Sum of “Initial Tender Premium rate (ITP)” quoted by the Lessee in Rs/Sqm/Month, in the Price Bid, over and above the updated Reserve Price as indicated under Clause No 3 of section 1 of the Tender document and the Highest Tender Premium rate quoted by the Lessee in the forward e-Auction over and above the Start Price/Floor Bid value

of the e-Auction shall be considered as the Lessees Constant Tender Premium throughout the Lease Period. In case of Single Bid received and accepted by the Authority, the Initial Tender Premium (ITP) rate quoted by the Lessee in the Price Bid, over and above the updated Reserve Price as indicated under Clause No 3 of section 1 of the Tender document, shall be considered as the Lessees Constant Tender Premium rate throughout the Lease Period.

Constant Tender Premium	=	Initial Tender Premium (ITP) rate over and above the Reserve Price quoted by the Lessee in the Price Bid + Highest Tender Premium rate over and above the start price/Floor Bid value offered by the Lessee in the e-Auction
For example if the Highest Initial Tender Premium (ITP) in the Price Bid is Rs 5/Sqm/Month over and above the Reserve Price of Rs 91.58/Sqm/Month, then the start Price for e-Auction will be automatically fixed as Rs 96.58/Sqm/month (Rs 5/sqm/month + Rs 91.58/Sqm/month). In the e-Auction if the Lessee offers Highest Tender Premium (HTP) of Rs 2/Sqm/Month then Lessees Constant Tender Premium is		
Lessees Constant Tender Premium	=	ITP + HTP Rs 5/Sqm/Month + Rs 2/Sqm/Month = Rs 7/Sqm/Month.

b) Lease Rent rate:

The Lease rent rate (Rs/Sqm/month) offered by the Bidder shall be the sum of the updated Reserve price and the Bidder's Tender premium rate as calculated at (a) above. The Reserve price is Rs 91.58/Sqm/month from 11.03.2023 onwards. The Authority has fixed the Reserve Price for the aforesaid Plot as per the SoR notified by Port. The bidder shall note that premium quoted by the bidder will be revised with applicable escalation on every year.

ii. **Revision of Reserve Price:**

The SoR reserve price is Rs 91.58/Sqm/month shall be applicable with due escalation time to time as & when implemented new SoR.

Liability to pay such Annual rent or upfront lease rent/ arrears on account of annual escalation/periodic revision of SoR will commence from the date of issue of Letter of Intent (LOI). The Lessee shall pay the Lessor, from the second year of lease, the said lease Rents on or before seven days prior to the commencement of the corresponding lease year for the currency of the lease period. In case the payment is transferred to the account of the Authority through RTGS/NEFT the letter/Receipt/Challan from the concerned Bank shall be submitted as a documentary proof of remittance of the lease Rents to the Authority within the time stated above. Any delay in payment of amount due to the Port, the Lessee shall be liable to pay to the Lessor an interest at SBI MCLR RATE + 2% per annum or such percentage as may be specified by the lessor from time to time as per the guidelines of the Government on the amount of over dues.

- iii. The successful bidder should also pay **two year annual lease rent along with applicable GST and applicable Cess as security deposit** for the duration of the lease (**30 (Thirty) years**). The Annual/upfront lease fees and security deposit shall be paid through NEFT/RTGS drawn in favour of the Financial Advisor & Chief Accounts Officer, New Mangalore Port within **60 days** from the date of issue of Letter of Intent (LOI). Security deposit shall be valid for a period of **30 years** from the date of commencement of lease. No interest will be allowed on the security deposit from the date of its receipt until it is so refunded. The security deposit of the successful Bidder will be refunded within 3 months from the date of completion of lease period or termination of lease after deduction of any money due to be paid by the Lessee to the Lessor.

SECURITY DEPOSIT ABOVE ONE CRORE(1.0 CR) may also be submitted in the form of ir-revocable Bank Guarantee (B.G) issued by a Nationalized Bank or a Scheduled Bank in India having a branch in Mangalore and en-cashable at Mangalore. The B.G shall be issued in favor of Board of New Mangalore Port Authority. The BG shall be valid for a period of **Five (5) years**, renewed one month before expiry, once

in every **Five (5) years** throughout the lease period. The Bank Guarantee submitted towards SD shall be verified by the port with the bank. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the allotment letter shall be cancelled/ withdrawn.

- iv. In case the successful Bidder fails to submit the acceptance to the Letter of Intent issued by the Port or fails to remit the security deposit and Annual/upfront lease rentals to the Port account within the prescribed time limit, the Letter of Intent shall be withdrawn and EMD shall be forfeited.
- v. deleted

4 PAYMENT OF TAXES:

The Lessee shall pay all taxes (**including GST, applicable Cess**), levies, duty which he may be liable to pay to State Govt. of Karnataka & Government of India or other authorities under any law for the time being in force in respect of or in accordance with the execution of Lease. The Lessee shall further be liable to pay such increase in the taxes, levy, duty etc., under the existing law or which may be liable as a result of introduction of any law. Increase in taxes, levies, duties etc., or imposition of new taxes, levies duties etc., shall not be a ground or an excuse for not executing the Lease agreements within the stipulated time nor a ground or an excuse for claiming any extra or additional costs, nor a ground or an excuse for extension of time for execution of the offer. **The GST, plus applicable Cess and any other applicable taxes as per prevailing rates at the time of raising demand shall be remitted to the Port along with the Annual/upfront Lease rentals.**

5. LETTER OF INTENT (LOI):

- a) The **successful Bidder** shall be issued with Letter of Intent enclosing the plan indicating the plot number; annual/upfront lease amount, Security deposit and other conditions if any.
- b) Letter of Intent (LOI) shall be issued to Lessee provided successful Bidder submits the following.

- i. his acceptance to the Letter of Intent issued by the Authority
- ii. The first year Annual/upfront Lease rentals
- iii. One time security deposit in the form of NEFT/RTGS (SD above 1.0Cr may be accepted in the form of Bank Guarantee) in favour of **FA&CAO** New Mangalore Port , drawn on any Scheduled/Nationalized Bank payable at Mangalore.

In case the successful Bidder fails to submit the acceptance to the Letter of Intent issued by the Port or fails to remit the security deposit and (or) Annual/upfront Lease rentals to the Port account within the prescribed time limit, the Letter of Intent shall be withdrawn, EMD shall be forfeited and **the Successful Bidder, its group, its Holding/Parent company and its subsidiary companies shall be debarred from participating in the Tenders invited by the Port for a period of 2 years from the date of debarment.**

6. EXECUTION PLAN:

- a) The Lessee shall submit to the Authority within three months from the date of issue of Letter of Intent (LOI), a detailed programme of commencement of work, completion/commissioning of project.
- b) Before commencement of construction work, the Lessee has to obtain/submit at his own cost all approvals as per the tender conditions and as applicable from Local, State and State Pollution Control Board, Environment & Forest Dept. and other statutory clearances from various departments under the various acts being in force. The Authority shall not be responsible for any loss/damages etc. occurring if permission or approval of the above authorities or any other authority including MOEF, GOI are not granted or any delay in obtaining the same. The Lessee shall follow all safety norms as may be prescribed by the competent authorities including The Authority from time to time. The Lessee will have to get Risk Analysis Report prepared by an approved agency at his own cost if the Lessee proposes to use the plot for such project where the same is mandatory.
- c) The construction work installation should be in accordance with the plan so approved and Lessee shall complete the project and commission the

same within a period of **two years** from the date of issue of Letter of Intent (LOI).

7 FORCE MAJEURE:

- i. Force Majeure Event shall mean any Events or circumstance or a combination of events and circumstances set out hereunder, which materially and adversely affect the Lessee or the Authority claiming Force Majeure (“Affected Party”) from performing its obligations in whole or in part under the lease and which is/are beyond the reasonable control of the Affected Party and which the Affected Party could not have prevented by the exercise of reasonable skill and care and which (or the consequence of which) materially and adversely affects the performance by the Affected Party, of its obligations under the lease in whole or in part:
 - a) Acts of God or events, such as storm, cyclone, earth-quake hurricane, flood, landslide, volcanic eruption or fire (to the extent originating from a source external to the Project) affecting the construction or operation of the Project/Project Facilities and Services.
 - b) War, hostilities (whether war be declared or not), invasion, act of foreign enemies.
 - c) Rebellion, revolution, insurrection, or military or usurped power, or civil war.
 - d) Epidemic, famine.
- ii. If an event of Force majeure occurs, the Party affected by others inability to perform may opt (a) to terminate the agreement or (b) to suspend the agreement in whole or part for the duration of Force majeure circumstances. The Party experiencing the Force majeure circumstances and failing to perform shall cooperate with and assist the affected Party on all reasonable manners to minimize the impact of force majeure on the affected Party which may include locating and arranging substitute service or extending the due date of performance.
- iii. No compensation shall be payable for termination or suspension on account of Force majeure during mutually agreed period of Force majeure.

8. USE OF LAND:

The land shall be used only for the purpose specified for the plot as indicated under **Clause 3 of Section-I**, “Tender Notice. If the leased land is not utilized within two (2) years from the date of commencement of lease, for the purpose for which it is allotted; the allotment will be terminated.

9. SETTING OUT OF PLOT:

The representatives of the Lessee and representatives of the Authority shall be responsible for accurate setting out of land plot in relation to original lines and levels and necessary demarcation. During the course of final demarcation the possibility of some variation in area may not be ruled out, which shall be measured and adjusted at actual. In case of area, in excess than what has been allotted, the proportionate cost will have to be paid by the Lessee to the Authority in addition to the license fee and security deposit paid before allotment of land.

10. POWER CONNECTION:

The intending Lessee shall obtain power connection by completing the formalities of the concerned Authority. Cost towards Power connection, consumption deposits and any other charges as applicable shall be paid by the intending Lessee directly to the concerned authority from time to time.

11. WATER SUPPLY:

The intending Lessee shall make arrangement for water & water supply at their own cost. For obtaining Power and Water supply the Lessee may request MESCOM/MCC respectively facilitate for obtaining such services.

12. INDEMNITY:

Notwithstanding that all reasonable and proper precautions have to be taken by the Lessee at all times during the execution of the work and during the period of lease, the Lessee shall indemnify and keep indemnified the Authority against all losses and/or damages suffered by the Authority arising out of the lease either to the works or any other property belonging to the Authority or other works or to the lives, persons or properties of the others arising directly or indirectly as a result of any acts or omission or

failure or negligence or neglect or default on the part of the Lessee or any sub-contractor/s, his/their servants, agents or workmen.

13. INSURANCE:

The intending Lessee shall, as soon as any structures are erected on the land agreed to be leased, insure and keep insured the same in his name against damage by fire, tempest, hurricane or otherwise and on request produce to the Authority a policy or policies of insurance and receipts for the payment of the last payment and shall forthwith apply all money received by virtue of such insurance in rebuilding or reinstating the structures in case of any such damage.

14. RECOVERY OF ANY SUM DUE TO THE AUTHORITY:

Where any sum payable to the Authority by the Lessee under the lease agreement, is not paid, the Authority shall be entitled to recover such sum by punitive methods, which may also include stoppage of operational facilities of the Lessee by the New Mangalore Port, disconnecting electricity/water supply by informing appropriate authorities.

15. TERMINATION OF ALLOTMENT:

- (a) In case the successful Bidder fails to submit the acceptance to the Letter of Intent issued by the Port or fails to remit the security deposit and (or) Annual/upfront Lease Rentals to the Port account within the prescribed time limit or is in default during the currency of lease, the Letter of Intent shall be withdrawn, EMD shall be forfeited **and the Successful Bidder, its group, its Holding/Parent company and its subsidiary companies shall be debarred from participating in the Tenders invited by the Port for a period of 2 years from the date of debarment.**
- (b) If the leased Land is not utilized for the purpose for which it is allotted within the time period indicated in **clause 8** of General Conditions of Contract, the allotment will be terminated.
- (c) The leased land can be resumed at any time before the expiry of the lease period, if required by the Government or the Authority. in the national

interest/ by the Authority for its own use, with six months' notice on payment of compensation in accordance with the **Clause 5** of the Lease Deed attached as Annex – A of this document.

- (d) If the lease is cancelled for not complying with the conditions of the lease, no compensation shall be payable by the Port.

16 HANDING OVER OF LAND OR PLOT BY LESSEE:

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

17 LEASE PERIOD:

The lease is on annual premium/upfront basis. The period of lease of the demised premises shall be for a period of **30 (Thirty)** years.

18. BLANK

19 TRANSFER OF PLOT:

- a) The Lessee shall not sublet the demised Leased Premises or the buildings/structures/facilities erected or to be erected thereon or any part thereof. However in case where the lessee is not able to utilize the entire land leased to him, the portion of the lease premises not required by him shall be surrendered and no subletting shall be permitted.
- b) The Lessee may be allowed to transfer the lease as per extant laws after obtaining prior approval of the Board of New Mangalore Port Authority provided the transferee takes over all the liabilities of the original lessee

/allotee. Such transfer shall be for the remaining duration of the lease and in accordance with the Land Use Plan of the Port. Before allowing such transfer, the Port shall recover an undertaking of the annual lease rental for the balance period and a fee equivalent to 50% of the total lease rent payable by the original lessee up to the time of transfer.

20 **PAYMENT OF STAMP DUTY & REGISTRATION CHARGES:**

The Lessee shall bear and pay wholly and exclusively the stamp duty and the registration charges payable in accordance with the Karnataka Stamp Act 1957, on the Agreement to lease/lease deed to be executed between the Authority on One part and the Lessee on the other part.

21 **DISPUTE BETWEEN LESSEE AND THE AUTHORITY:**

In case of any dispute between Lessee and The Authority all reasonable efforts shall be made for an amicable settlement in the first instance. Failing which, the unresolved disputes between the Lessee and The Authority shall be referred to **Conciliation and Settlement Committee (CSC) constituted by IPA as per order No IPA/Legal/Con.Committee/2020 dated 04.10.2021 or any amendment made thereof. Failing which the dispute shall be referred to** a Sole Arbitrator appointed mutually by the Lessee and the Authority in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended from time to time. The Arbitrator shall give a reasoned award and the decision of the arbitrator shall be final and binding on both the parties. The Arbitration proceeding will be held in Mangalore. The lease agreement shall be governed by Laws of India and court of Jurisdiction shall be the, Dakshina Kannada District, Mangalore.

OR

In case the Lessee is a Public sector Undertaking and in the event of any dispute or differences relating to the interpretation and application of the provisions of the lease deed such dispute or differences shall be referred through AMRCD. In case the Lessee is a Public sector Undertaking and in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central

Public Sector Enterprises (CPSEs)/ Port s inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

22 EXECUTION OF LEASE DEED:

Letter of Intent (LOI) will be followed by a Lease Deed to be executed between the parties incorporating not only the general terms and conditions of the lease but also such other terms and conditions as may be required for the purposes of giving effect to the lease, within Six month from the date of the allotment order. The draft lease deed incorporating all the conditions will be sent to successful bidder immediately after issue of LOI. The Lease Deed, after registration, shall remain in the custody of the lessor (i.e. NMP).

23 RIGHT TO REJECT ANY PROPOSAL, ANNUL THE PROCESS:

Notwithstanding any provision contained in the tender Document, NMP reserves the right to reject any or all e-tenders or to annul the process of submission and scrutiny of the tender at any stage without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

24 SELECTION OF BIDDER :

The Highest **Final Price offer (FPO)** received in the Forward e- Auction process will be considered as the basis for selection of Successful Bidder. However in cases of Single Bid or one Technically qualified Bidder, then the allotments of the plots will be made to the Technically qualified Bidder based on the Initial Tender premium rates over the updated Reserve Price quoted by the Bidder in the online Price Bid and will be subject to the approval of New Mangalore Port Board / Competent Authority.

- 25** In forfeiture of EMD/Security Deposit and laying penalty, applicable GST shall be payable by the Bidder/ Lessee.
- 26** **UPFRONT LEASE RENTALS:** The successful bidder may also opt for payment of rentals on one time upfront basis for a period of 30 years. Nominal lease rent of Rs One per Square meter per annum shall be remitted by the Lessee to the Lessor throughout the Lease period. The discount factor would be the longest term G-sec rate as per the latest RBI bulletin.

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SCHEDULE - A

**CIVIL ENGINEERING DEPARTMENT
NEW MANGALORE PORT**

“ALLOTMENT OF LAND ON LONG TERM LEASE ON EASTERN & WESTERN SIDE OF NH-66, FOR COMMERCIAL ACTIVITIES AT NEW MANGALORE PORT THROUGH E-TENDER CUM E- AUCTION PROCESS IN THE YEAR 2023 ”

SECTION –IV

**LIST OF DOCUMENTS TO BE SUBMITTED BY THE BIDDER
IN “ENVELOPE I” – TECHNICAL BID**

Sl No	Tender document Clause Reference No	Description of documents	Whether uploaded by the Bidder (Yes/No/NA*) and Ref. of Page Number of the Bid
1.	CI No 37-A(i) of Instruction to Bidders (I.T.B)	“Earnest Money Deposit” Scanned copy of RTGS Payment details for EMD (bid security). Annexure-1 Or in the form of B.G.Annexure-1A	
2.	CI No 37-A(ii) of Instruction to Bidders (I.T.B)	“Tender Cost” Scanned copy of NEFT Payment details towards cost of tender (Annexure -2)	
3.	CI No 37-A(iii) of Instruction to Bidders (I.T.B)	Self-Certified copies of original Documents defining the constitution or legal status, place of registered office and principal place of business of the company or firm or partnership, or if a joint venture, of each party thereto constituting the Bidder. (Annexure-3)	
4.	CI No 37-A(iv) of	Details of Financial Stability. The certificate to this effect in original duly certified by	

SI No	Tender document Clause Reference No	Description of documents	Whether uploaded by the Bidder (Yes/No/NA*) and Ref. of Page Number of the Bid
	Instruction to Bidders(I.T.B) or Clause No 5 of Tender Notice	Chartered accountant. (Annexure-4).	
5.	CI No 37-A(iv) of Instruction to Bidders (I.T.B) or Clause No 5(A) of Tender Notice	Documents to certify experience in handling/managing/operating retail outlet or any other legally permitted activities (Annexure-5)	
6.	CI No 37-A(v) of Instruction to Bidders (I.T.B)	Power of attorney in favour of the person authorized to sign the Tender document (Annexure-6)	
7.	CI No 37-A(vi) of Instruction to Bidders (I.T.B)	An undertaking that the Bidder has read and accepted all the terms and conditions of the tender document along with addendum /corrigendum , if any as per Performa at Annexure-7	
8.	CI No 37-A(vii) of Instruction to Bidders (I.T.B)	The tentative scheme of setting up of the facilities in the allotted land (Annexure -8)	

SI No	Tender document Clause Reference No	Description of documents	Whether uploaded by the Bidder (Yes/No/NA*) and Ref. of Page Number of the Bid
9.	Cl No 37-A(viii) of Instruction to Bidders (I.T.B)	Copy of the Income tax PAN Certificate (Annexure – 9)	
10.	Cl No 37-A(ix) of Instruction to Bidders(I.T.B)	Copy of the GST registration Certificate (Annexure – 10)	
11.	Cl No 37-A(x) of Instruction to Bidders (I.T.B)	The Self Certified copy of the Power of Attorney authorizing one of the member of the consortium as the lead member (Annexure – 11)	
12.	Cl No 37-A(xi) of Instruction to Bidders (I.T.B)	Self-Certified copy Joint Venture Agreement. (Annexure – 12)	
13.	Cl No 37-A(xii) of Instruction to Bidders (I.T.B)	The Copy of the MOU delineating the rights and obligations of the members for the purpose of making submission of the tender. (Annexure – 13)	
14.	Cl No 37-A(xiii)a of Instruction to Bidders (I.T.B)	A duly signed “Pre contract Integrity Pact” on Stamp paper as per the Performa (uploaded in Envelope -I). (Annexure-14)	

SI No	Tender document Clause Reference No	Description of documents	Whether uploaded by the Bidder (Yes/No/NA*) and Ref. of Page Number of the Bid
15.	Cl No 37-A(xiii)(b) of Instruction to Bidders (I.T.B)	An undertaking that the bidder has not made any payment or illegal gratification in connection with the bid as per Performa at (Annexure-15)	
16.	Cl No 37-A(xiii)(c) of Instruction to Bidders (I.T.B)	A statement disclosing payment made / proposed to be made to the intermediaries in connection with the bid as per proforma at Annexure-16.	
17.	Cl No 37-A(xvi) of Instruction to Bidders (I.T.B)	Proforma of undertaking that no changes have been made in the Tender document that has been downloaded. (Annexure -17)	
18.	Cl No 37-A(xvii) of Instruction to Bidders (I.T.B)	Self-Certified No Due Certificate – (Annexure -18)	
19.	Cl No 37-A(xviii) of Instruction to Bidders (I.T.B)	Proforma of undertaking to remit lease rentals determined based on sum of updated SoR and Constant Premium (Annexure -19)	
20.	Cl No 37-A(xix) of Instruction to Bidders (I.T.B)	The Income tax return filed by the Bidder in the last 2 financial years ending 31st March 2023(FY (i) 2022-2023 (ii) 2021-2022 and (Annexure -20).	
21.	Cl No 37-	Declaration regarding blacklisting/ non-	

SI No	Tender document Clause Reference No	Description of documents	Whether uploaded by the Bidder (Yes/No/NA*) and Ref. of Page Number of the Bid
	A(xx) of Instruction to Bidders (I.T.B)	blacklisting (Annexure -21).	
22.	CI No 37- A(xxi) of Instruction to Bidders (I.T.B)	Bank Details for refund of EMD through RTGS– (Annexure -22).	

NA*- Not Applicable

Note: All the documents submitted by the Bidder shall be neatly bound /filed and page numbered or properly marked. Bidder is required to mention relevant page numbers / marking of his offer while filling up the above format.

Bidder's Signature with seal

.....

Annexure-1

“ALLOTMENT OF LAND ON LONG TERM LEASE ON EASTERN & WESTERN SIDE OF NH-66, FOR COMMERCIAL ACTIVITIES AT NEW MANGALORE PORT THROUGH E- TENDER CUM E- AUCTION PROCESS IN THE YEAR 2023 ”

SECTION-V
EARNEST MONEY DEPOSIT

A. EMD Details.

Sl. No.	Plot No.	NEFT/RTGS/BG No;	Date	Name of the Bank	Amount (Rs)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

(Name and Signature of the Authorised Signatory)

NOTE:-

- *The Photo copy of the EMD submitted by the Bidder (Bank receipt/Challan/letter etc) shall be uploaded in Envelope-I*

Annexure-1-A

BANK GUARANTEE PROFORMA FOR EARNEST MONEY DEPOSIT

In consideration of the Board of New Mangalore Port (hereinafter called 'the Board', **which expression shall unless excluded by or repugnant to the subject or context include their successors in office and assigns**) having agreed to accept from____ having office at____ (hereinafter called 'the said Bidder, **which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives**') Earnest money in the form of Bank Guarantee, under the terms and conditions of tender ____dated, in connection with the **ALLOTMENT OF LAND ON LONG TERM LEASE ON EASTERN & WESTERN SIDE OF NH-66, FOR COMMERCIAL ACTIVITIES AT NEW MANGALORE PORT THROUGH E- TENDER CUM E- AUCTION PROCESS IN THE YEAR 2023** (hereinafter called 'the said tender') for due observance of the said Bidder of the stipulations to keep the offer open for acceptance for a period of 180 days from the date of opening of the e-tenders, to execute an agreement within the time specified, furnish fresh Bank Guarantee for the said amount as part of Security for the due and faithful fulfillment of the contract on acceptance of the tender, on production of a Bank Guarantee for Rs.____ (Rupees ---- only).

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

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

expiry of the guarantee and encashable at Mangalore.

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

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

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

Dated _____ day of _____ 2023.

NOTE:

- *The Photo copy of the BG submitted by the Bidder shall be uploaded in Envelope-I*
- *The original document shall be submitted by post or by hand immediately after the closing date for submission of online e-tender*

Annexure-2

“ALLOTMENT OF LAND ON LONG TERM LEASE ON EASTERN & WESTERN SIDE OF NH-66, FOR COMMERCIAL ACTIVITIES AT NEW MANGALORE PORT THROUGH E- TENDER CUM E- AUCTION PROCESS IN THE YEAR 2023 ”

SECTION-V
TENDER DOCUMENT FEE / TREASURY RECEIPT

B. Tender fee Details.

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

(Name and Signature of the Authorized Signatory))

Note:

** The Photo copy of the RTGS/NEFT details (bank receipt/Letter/Challan etc) towards purchase of Tender document shall be uploaded along with Envelope-I*

Annexure-3

CIVIL ENGINEERING DEPARTMENT
NEW MANGALORE PORT

“ALLOTMENT OF LAND ON LONG TERM LEASE ON EASTERN & WESTERN SIDE OF NH-66, FOR COMMERCIAL ACTIVITIES AT NEW MANGALORE PORT THROUGH E- TENDER CUM E- AUCTION PROCESS IN THE YEAR 2023 ”

1	Name of the Bidder offering the bid	
2	Address	
3	Status – Individual/ Company/joint venture/ Partnership firm	
4	Give all relevant details	
5	(i)Year of establishment	
6	(ii) Parent Company, if any	
7	Brief description of the project for which the land is proposed to be Leased/Licensed	
8	Details of existing business, if any, in the Port with details of cargo handled	
9	If there is any tie-up with foreign companies, Lease furnish the details	
10	Brief details of structures proposed to be Erected/constructed.	
11	Are you prepared to meet the expenses towards the development of the space and surroundings, including maintaining drains, roads, etc, within/towards the space.	
12	Likely date of commencement of your installation	
13	Likely date of commissioning of the facility	
14	Requirement of power (in MW)	

15	Requirement of water (in KL)	
16	Documents to claim experience in legally permitted commercial facilities/ similar type of experience as stated in purpose of allotment.	

(Name and Signature of the Authorised Signatory)

Note:

- *Self-Certified copies of original Documents defining the constitution or legal status, place of registered office and principal place of business of the company or firm or partnership, or if a joint venture, of each party thereto constituting the Bid shall be uploaded in Envelope-I*

Annexure-4

“ALLOTMENT OF LAND ON LONG TERM LEASE ON EASTERN & WESTERN SIDE OF NH-66, FOR COMMERCIAL ACTIVITIES AT NEW MANGALORE PORT THROUGH E- TENDER CUM E- AUCTION PROCESS IN THE YEAR 2023 ”

SECTION-V

FINANCIAL DATA (Duly Certified by C.A with UDIN)

- A. Net worth for the Last financial year ending on 31-03-2022 along with provisional details of Net Worth as on 31-03-2023

Sl. No.	Financial Year	Financial Turn Over(In Lakhs)	Net Worth (In Lakhs)
1.	2021-22 (Original)		

OR

Sl. No.	Financial Year	Financial Turn Over(In Lakhs)	Net Worth (In Lakhs)
1.	2022-23 (Provisional)		

- B. Name/ Address of Commercial Bank providing Credit Line.

.....

(Name and Signature of the Chartered Accountant with UDIN)

Note:

**The bidder has to submit the details/certificate showing the Networth as on 31.03.2023 in original duly certified by the Chartered Accountant shall be uploaded along with the Technical bid or Certificate showing net worth as on 31.03.2022 in original duly certified by the Chartered Accountant along with provisional details of his Net worth as on 31.03.2023 shall be uploaded along with the Technical Bid. UDIN is compulsory in Chartered Account certificate Bid.*

Annexure-5

“ALLOTMENT OF LAND ON LONG TERM LEASE ON EASTERN & WESTERN SIDE OF NH-66, FOR COMMERCIAL ACTIVITIES AT NEW MANGALORE PORT THROUGH E- TENDER CUM E- AUCTION PROCESS IN THE YEAR 2023 ”

SECTION-V

EXPERIENCE CERTIFICATES AS STATED IN M.E.C

Sl No	Place of Establishment	Type of Business	Year of establishment

(Name and Signature of the Authorised Signatory)

Note:

** Self Certified documentary evidences to certify that the firm meets the experience criteria stipulated in the minimum eligibility criteria at **Clause No 5(A)** of Tender Notice shall be uploaded in Envelope-I*

Annexure-6

FORMAT OF POWER OF ATTORNEY (ON STAMP PAPER)

Know all men by these presents, we, (name of firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr/ Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as Lessee for the **“ALLOTMENT OF LAND ON LONG TERM LEASE ON EASTERN & WESTERN SIDE OF NH-66, FOR COMMERCIAL ACTIVITIES AT NEW MANGALORE PORT THROUGH E- TENDER CUM E- AUCTION PROCESS IN THE YEAR 2023 ”** proposed to be developed by the New Mangalore Port (the “Authority”) and Lessee including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

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

Witnesses:

Executants

I.

II.

Attorney Holder

Note:

- *The Bidder should execute this on Stamp Paper of requisite value &The Self Certified copy of the POWER OF ATTORNEY (on Stamp paper) shall be uploaded in Envelope-I*
- *The Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *The Original power of attorney ie. **Annexure 6** shall be submitted by post or by hand so as to reach the Chief Engineer (Civil); immediately after the closing date for submission of online e-tender.*

Annexure-7

“ALLOTMENT OF LAND ON LONG TERM LEASE ON EASTERN & WESTERN SIDE OF NH-66, FOR COMMERCIAL ACTIVITIES AT NEW MANGALORE PORT THROUGH E- TENDER CUM E- AUCTION PROCESS IN THE YEAR 2023 ”

SECTION-V

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

To

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

Dear Sir,

I/We(name of Bidder) do hereby undertake that I/we have read and accepted all the terms and conditions of the Tender document No **CE/SE(C-II)/EST/29/COM/2021** and in case, I/We turn out to be the successful Bidder, I/We shall submit the duly signed Tender document No.**CE/SE(C-II)/EST/29/COM/2021** along with the Corrigendum/Amendment, issued by the Authority, if any; before entering into Contract agreement with the Authority.

Yours faithfully,

Signature _____ :

Name & Designation _____ :

Note:

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

Annexure-8

“ALLOTMENT OF LAND ON LONG TERM LEASE ON EASTERN & WESTERN SIDE OF NH-66, FOR COMMERCIAL ACTIVITIES AT NEW MANGALORE PORT THROUGH E- TENDER CUM E- AUCTION PROCESS IN THE YEAR 2023 ”

SECTION-V

THE TENTATIVE SCHEME OF DEVELOPMENT OF THE FACILITIES IN THE ALLOTTED LAND

(Name and Signature of the Authorised Signatory)

Note:

- *. The Bidder shall upload the tentative Scheme of setting up of the facilities, type of business, Finance source, Site layout plan, Details of facilities, Drawings and plans ,etc*

Annexure-9

“ALLOTMENT OF LAND ON LONG TERM LEASE ON EASTERN & WESTERN SIDE OF NH-66, FOR COMMERCIAL ACTIVITIES AT NEW MANGALORE PORT THROUGH E- TENDER CUM E- AUCTION PROCESS IN THE YEAR 2023 ”

SECTION-V

COPY OF THE INCOME TAX PAN CERTIFICATE

(Name and Signature of the Authorised Signatory)

Note:

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

Annexure-10

“ALLOTMENT OF LAND ON LONG TERM LEASE ON EASTERN & WESTERN SIDE OF NH-66, FOR COMMERCIAL ACTIVITIES AT NEW MANGALORE PORT THROUGH E- TENDER CUM E- AUCTION PROCESS IN THE YEAR 2023 ”

SECTION-V

COPY OF THE GST REGISTRATION CERTIFICATE

(Name and Signature of the Authorised Signatory)

Note:

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

Annexure-11

“ALLOTMENT OF LAND ON LONG TERM LEASE ON EASTERN & WESTERN SIDE OF NH-66, FOR COMMERCIAL ACTIVITIES AT NEW MANGALORE PORT THROUGH E- TENDER CUM E- AUCTION PROCESS IN THE YEAR 2023 ”

POWER OF ATTORNEY (ON STAMP PAPER OF Rs: 100)

(IN CASE OF JOINT VENTURE/CONSORTIUM)

know all men by these presents that we,-----,--
-----,
---- and -----(herein after collectively referred to as
“the Joint Venture/ Consortium”) here by appoint and authorize -----
----- Ltd. as our Attorney.

Whereas the Board of New Mangalore Port (hereinafter referred to as “the Port ”) have invited applications from interested parties for the -----
----- (herein after referred as “the project”).

Whereas the members of the Joint Venture/ Consortium are interested in bidding for the Project and execution of the Project in accordance with the Conditions of Contract and other related documents.

And whereas, it is necessary under the document for the members of the Joint Venture/Consortium to appoint and authorize one of them to do all acts, deeds and things in connection with the aforesaid Project.

We hereby nominate and authorize -----
-----as our Lead Member and constituted attorney in our name and on our behalf to do or execute all or any of the acts or things in connection

with the making an application to the New Mangalore Port, to follow up with the Port and thereafter to do all acts, deeds and things related to the execution of the Project, on our behalf.

And we hereby agree that all the acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and confirm all and whatsoever that my said attorney shall do or cause to be done for us by virtue of the power hereby given.

In witness hereof we have signed this deed on this the ----- day of -----

For and on behalf of -----

For and on behalf of -----

For and on behalf of -----

For and on behalf of -----

Note:

- *The Bidder should execute this on Stamp Paper of requisite value & Self Certified copy of the POWER OF ATTORNEY shall be uploaded in Envelope-I*
- *The Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

Annexure-12

“ALLOTMENT OF LAND ON LONG TERM LEASE ON EASTERN & WESTERN SIDE OF NH-66, FOR COMMERCIAL ACTIVITIES AT NEW MANGALORE PORT THROUGH E- TENDER CUM E- AUCTION PROCESS IN THE YEAR 2023 ”

SECTION-V

COPY OF THE JOINT VENTURE AGREEMENT

(Name and Signature of the Authorised Signatory)

Note:

** The Bidder should form a Joint Venture company and execute a Joint Venture agreement. The Copy of the Joint Venture agreement shall be uploaded in Envelope-I*

Annexure-13

“ALLOTMENT OF LAND ON LONG TERM LEASE ON EASTERN & WESTERN SIDE OF NH-66, FOR COMMERCIAL ACTIVITIES AT NEW MANGALORE PORT THROUGH E- TENDER CUM E- AUCTION PROCESS IN THE YEAR 2023 ”

SECTION-V

THE COPY OF THE MEMORANDUM OF UNDERSTANDING.

(Name and Signature of the Authorised Signatory)

Note:

**The Bidder shall upload the Self Certified copy of the MOU agreement delineating the rights and obligations of the members for the purpose of making submission of the tender in Envelope-I.*

Annexure-14

“ALLOTMENT OF LAND ON LONG TERM LEASE ON EASTERN & WESTERN SIDE OF NH-66, FOR COMMERCIAL ACTIVITIES AT NEW MANGALORE PORT THROUGH E- TENDER CUM E- AUCTION PROCESS IN THE YEAR 2023 ”

SECTION-V

PRE CONTRACT INTEGRITY PACT (ON STAMP PAPER OF Rs: 100/-)

General

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

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

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

NOW, THEREFORE,

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

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

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

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

1. Commitments of the 'BUYER/ EMPLOYER'

- 1.1 The 'BUYER/EMPLOYER' undertakes that no official of the 'BUYER/EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The 'BUYER/EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any

particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3 All the officials of the 'BUYER/EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'BUYER/ EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/ EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'BUYER/ EMPLOYER' the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in

exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the 'BUYER/EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the 'BUYER/EMPLOYER' or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/ EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/ EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of

any of the officers of the 'BUYER/EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/EMPLOYER' has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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

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

3.14 The bidder signing IP shall not approach courts while representing the matters to IEMs and he / she / they will wait their decision in the matter.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money Deposit (Bid Security)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount ____ (to be specified in Bid Document) as Earnest Money/Bid Security, with the 'BUYER/ EMPLOYER' through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of _____
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum payable at Panambur/ Mangalore to the 'BUYER/EMPLOYER' on demand within 3 working days

without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the 'BUYER/ EMPLOYER' shall be treated as conclusive proof of payment.

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

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

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

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

6. Sanctions for Violations

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

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/or Bid security/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the

- 'BUYER/EMPLOYER' and the 'BUYER/ EMPLOYER' shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - iv. To recover all sums already paid by the 'BUYER/EMPLOYER', and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the 'BUYER/EMPLOYER' in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the 'BUYER/EMPLOYER', along with interest.
 - vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'BUYER/EMPLOYER' resulting from such cancellation/rescission and the 'BUYER/EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vii. To debar the BIDDER from participating in future bidding processes for a minimum period of five years, which may be further extended at the discretion of the 'BUYER/EMPLOYER'.
 - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the 'BUYER/EMPLOYER' with the BIDDER, the same shall not be opened.

- x. Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/ EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The 'BUYER/EMPLOYER' will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the 'BUYER/EMPLOYER' to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

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

8. Independent Monitors

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

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

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

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

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

BUYER/EMPLOYER

BIDDER

Name of the Officer
and Designation

CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____

1. _____

2. _____

2. _____,

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

Note:

- *The Bidder should execute this on Stamp Paper of requisite value & upload this in Envelope-I*
- *The original document shall be submitted by post or by hand immediately after the closing date for submission of online e-tender.*

Annexure-15

“ALLOTMENT OF LAND ON LONG TERM LEASE ON EASTERN & WESTERN SIDE OF NH-66, FOR COMMERCIAL ACTIVITIES AT NEW MANGALORE PORT THROUGH E- TENDER CUM E- AUCTION PROCESS IN THE YEAR 2023 ”

SECTION-V

PROFORMA OF UNDERTAKING REGARDING ILLEGAL METHODS FOR INFLUENCING BID PROCESS.

To

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

Dear Sir,

I/We do hereby undertake that I/We have not made any payment or illegal gratification to any person/authority connected with the bid process of tender No **CE/SE(C-II)/EST/29/COM/2021** so as to influence the bid process and have not committed any offence under the PC act in connection with the bid.

Yours faithfully,

Signature _____ :

Name & Designation _____ :

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

Annexure-16

“ALLOTMENT OF LAND ON LONG TERM LEASE ON EASTERN & WESTERN SIDE OF NH-66, FOR COMMERCIAL ACTIVITIES AT NEW MANGALORE PORT THROUGH E- TENDER CUM E- AUCTION PROCESS IN THE YEAR 2023 ”

SECTION-V

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

To

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

Dear Sir,

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

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

Yours faithfully,

Signature _____

Name & Designation _____

Note :

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

Annexure-17

“ALLOTMENT OF LAND ON LONG TERM LEASE ON EASTERN & WESTERN SIDE OF NH-66, FOR COMMERCIAL ACTIVITIES AT NEW MANGALORE PORT THROUGH E- TENDER CUM E- AUCTION PROCESS IN THE YEAR 2023 ”

SECTION-V

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

To

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

Sir,

We _____

_____ do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the tender No. **CE/SE(C-II)/EST/29/COM/2021**

Yours faithfully,

Signature:

Name & Designation:

Note:

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

Annexure-18

“ALLOTMENT OF LAND ON LONG TERM LEASE ON EASTERN & WESTERN SIDE OF NH-66, FOR COMMERCIAL ACTIVITIES AT NEW MANGALORE PORT THROUGH E- TENDER CUM E- AUCTION PROCESS IN THE YEAR 2023 ”

SECTION-V

UNDER TAKING FOR NON-PENDENCY OF MUTUALLY ADMITTED PORT DUES

To

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

Dear Sir,

I/We do hereby certify that, as on date there are no pending dues payable by me/us to NMP.

Yours faithfully,

Signature _____ :

Name & Designation _____ :

Note:

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

Annexure-19

“ALLOTMENT OF LAND ON LONG TERM LEASE ON EASTERN & WESTERN SIDE OF NH-66, FOR COMMERCIAL ACTIVITIES AT NEW MANGALORE PORT THROUGH E- TENDER CUM E- AUCTION PROCESS IN THE YEAR 2023 ”

SECTION-V

PROFORMA OF UNDERTAKING RATES NOTIFIED BY PORTS

We _____

_____ submitted
vide tender No. **CE/SE(C-II)/EST/29/COM/2021** do hereby undertake that
the premium quoted by us shall be considered over and above the Reserve
price/Port SoR as notified by Ports on time to time

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

Annexure-20

“ALLOTMENT OF LAND ON LONG TERM LEASE ON EASTERN & WESTERN SIDE OF NH-66, FOR COMMERCIAL ACTIVITIES AT NEW MANGALORE PORT THROUGH E- TENDER CUM E- AUCTION PROCESS IN THE YEAR 2023 ”

SECTION-V

SELF CERTIFIED COPIES OF THE INCOME TAX RETURN FILED.

(Name and Signature of the Authorised Signatory)

Note: ** The Bidder shall upload the Self Certified copies of the Income tax return filed in the last two financial years ending 31.03.2022 ((i) 2021-2022 (ii) 2020-2021) in Envelope-I.*

Annexure-21

“ALLOTMENT OF LAND ON LONG TERM LEASE ON EASTERN & WESTERN SIDE OF NH-66, FOR COMMERCIAL ACTIVITIES AT NEW MANGALORE PORT THROUGH E- TENDER CUM E- AUCTION PROCESS IN THE YEAR 2023 ”

SECTION-V

DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING FROM TAKING PART IN GOVT.TENDER BY MAJOR PORT/GOVT. DEPT

I / We Proprietor/ Partner(s)/ Director(s) of M/S. -----
hereby declare that our firm/company namely M/S.-----
----- and our group, our Holding/Parent company
and our subsidiary companies have not been blacklisted/ De-registered/
debarred by any Government department/ Public Sector Undertaking from
taking part in tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/S. -----
hereby declare that our firm/company namely M/S.-----
----- and our group, our Holding/Parent company
and our subsidiary companies had been blacklisted/ De-registered/ debarred
by Government Department/ Public Sector Undertaking from taking part in
tenders for a period of ----- years w.e.f.----- ----- . The period has
expired on -----and now the firm/company is entitled to take part in
Government tenders.

In case the above information is found false I/We are fully aware that the
tender/ allotment will be rejected /cancelled by New Mangalore Port
Authority, and EMD shall be forfeited. In addition to the above the New
Mangalore Port Authority, may debar us and our group, our Holding/Parent
Company and our subsidiary companies from participating in the Tenders
invited by NMPA for further period of 2 years from the date of debarment.

(Name and Signature of the Authorised Signatory)

Note: * *The undertaking shall be uploaded in Envelope-I*

Annexure-22

“ALLOTMENT OF LAND ON LONG TERM LEASE ON EASTERN & WESTERN SIDE OF NH-66, FOR COMMERCIAL ACTIVITIES AT NEW MANGALORE PORT THROUGH E- TENDER CUM E- AUCTION PROCESS IN THE YEAR 2023 ”

SECTION-V

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

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

Note:

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

ANNEXURE - A

DRAFT LEASE DEED

THIS DEED OF LEASE, made on theday ofTwo Thousand and Twenty Three between:

THE BOARD OF THE New Mangalore Port Authority, a body corporate under the Major Port Authority Act, 2021, having its office at Panambur, Mangalore, Karnataka, represented by its Chief Engineer (Civil)_____, aged ___ years having office AO Building, Panambur, Mangalore Karnataka State (hereinafter called "***the Lessor***"), which expression shall unless repugnant to the context or meaning thereof, include its successors in office and assigns) of the one part, and **M/s**, a company registered under the Companies Act, 1956 and having its registered office at,represented by its Shri, son of Shri. aged years residing at(Residential address). (hereinafter called "***the Lessee***" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the other part,

WHEREAS,

The Lessor proposes to allot the land on a long term lease of 30 years to the entrepreneurs for the purpose of their business or activity in the said property in terms of the provisions set out there under.

AND WHEREAS the Lessee has to put up the required facilities in the land areas earmarked for the project (***Project Site***) and it has been agreed between the Lessor and the Lessee, that the Lessor shall grant to the Lessee the above Project Site, on Lease.

NOW THIS DEED OF LEASE WITNESSETH AS FOLLOWS:-

The following documents shall be deemed to form and be read and construed as part of this License Deed, viz.-The Letter of Intent ;

- a. The Said Tender ;
- b. The Conditions of Contract (Section I ,II, III, IV and V)
- c. The Technical Bid downloaded from, the CPP portal;

- d. The e-price Bid and the e-Auction documents downloaded from the CPP portal
- e. The Addenda
- f. Letters exchanged between the Lesser and the Lessee up to the issue of Letter of Intent.

That the Lessor does, in consideration of the offer of annual/upfront lease rent and the security deposit and paid as stated hereunder and annual/upfront lease rent to be paid as hereinafter referred and other terms and conditions on the part of the Lessee to be observed, hereby grants to the Lessee, a Lease of:

ALL THAT piece of land containing by admeasurement Sqm (... Acres)or thereabouts; and situated, **In Land outside the Custom Bond area** which piece/s of land areas are more particularly described in the schedule hereunder written and for greater clarity, delineated with the boundaries thereof on the Plan annexed hereto (hereinafter called the “Leased Premises”) TO HOLD the same for the purpose of “LEGALLY PERMITTED COMMERCIAL ACTIVITIES e.g Handling/Managing/Operating Retail Outlet i.e. Diesel/Petrol/CNG /PNG/LPG and allied facilities, Commercial complexes-office premises, Shops, Transportation business, Hotels/Restaurant, Boarding & Lodging.”(The proposed facilities permitted in the tender document shall be complied. However due to change in Govt policies, Port may permit the successful bidder to make alternate business provided lessee complying all statutory compliances. The proposed facilities permitted in the tender document shall be complied. Project under the lease Agreement, for the term beginning on and ending on the date of expiry of the lease Period of 30 years (hereinafter referred to as “***the Lease Period***”), subject to the following conditions:

1.

- a) The Lessor has accepted the Tendered premium of Rs...../Sqm/month over and above the Reserve price of Rs 91.58/Sqm/month (Reserve price is equal to the sum of revised SoR of Rs 91.58/Sqm/month, for open space in commercial zone) quoted by the Lessee in the Tender. The Lease rent rate on the date of commencement of Lease shall be the Lessee’s Quoted Tender Premium Plus the Reserve Price.(Rs...../Sqm/month +

91.58/Sqm/month = Rs/Sqm/month) .

- b) The Tender premium quoted by the Bidder shall remain constant throughout the Lease period. The SoR shall undergo annual escalation/periodic revision from time to time.
- c) The Lessee shall pay the Lessor the Annual Lease rent (offer quoted by the Lessee along with applicable GST, applicable Cess as revised by Govt. from time to time), assessed under the covenants and conditions hereinafter contained during the Lease period as Lease Rent clear of all deductions payable annually on or beforeth (date & Month) of every year during the Lease period whether the lease rent is legally or formally demanded or not. The Lessee shall pay the Lessor the annual/upfront Lease rent of Rs(..... Only) excluding GST, applicable Cess at prevailing rate for the Lease period from to(First year or the full Lease Period).
- d) The Port SoR shall bear a applicable escalation as per NMPA decision on time to time. At present prevailing 2 % (Compounded) every. The Port SoR is due for revision once in every 5 years or as per NMPA decision on time to time. From the effective date of the revised Port SoR the Lessor and the Lessee hereby agrees as follows:

The Lessor and the Lessee here by agrees that fresh supplemental deed will be executed in the event of any variation of the existing Lease rentals as per the Tender conditions. However the Lessee shall be solely responsible for payment of any additional Stamp duty and all other expenses related to the execution of such supplemental deed and the Lessor shall not be responsible for payment of any stamp duty and other related expenses towards execution of such deeds. The lessor shall also advise the lessee of any increase in lease rentals as per the tender conditions, along with relevant notifications of competent Authority. The Lessor undertakes to extend full co-operation for execution and registration of such supplemental Lease deed at the cost of the Lessee.

- e) The Lessee has paid/submitted to the Lessor as Security Deposit for the Lease of the land area indicated hereinbefore, an amount of Rs..... (Rupees in words)vide B.G vide equivalent to sum of two years lease rent

inclusive of along with applicable GST & applicable Cess for duration of the Lease.

- f) Deleted .
- g) In case payment of Annual/upfront Lease rent, Security Deposit and other dues, recoverable or imposed under these presents, is not made within the time stipulated herein or in the notice of demand or imposition issued hereunder, the lessee shall be liable to pay to the Lessor an interest at SBI MCLR RATE + 2% per annum along with applicable Goods & Service Tax or such percentage as may be specified by the lessor from time to time on the amount of over dues.
- h) The Lessee shall, from time to time and at all times during the lease period, pay and discharge all rates, taxes, charges, and assessments of every description now subsisting, including arrears if any accrued **after**(viz., the date of commencement of the Lease), or which may at any time hereafter during the said term be imposed, charged or assessed upon the said premises hereby demised or the building to be erected thereon, whether it be payable by the Lessor or the Lessee.
- i) The Lessee shall be bound to pay interest on all overdue payments from the date when the same becomes due at the rate as specified in the Scale of Rates for the time being in force and as revised, subject to a minimum of Rs.100/- (Rupees one hundred only), it being made clear that the liability for payment of interest shall not affect the other rights accruing to the Lessor on account of such defaults on the part of the Lessee.
- j) If the Lessee makes default in payment of the Lease Rents, electricity & water charges, or any other dues to the Lessor and/or interest as provided hereinbefore, the Lessor shall be entitled to revoke this Deed and cancel the Lease forthwith. The Lessee shall thereupon, forfeit all his/its rights there under and shall remain liable for any sum then due by the Lessee and also for any loss, which may be caused to the Lessor by reasons of such default.
- k) The Lessor also reserves the right to request the concerned Authority to disconnect electricity & water connections and stop all services to the Lessee in the event of non-payment of any of the dues as stated above and the Lessee shall be solely responsible for any loss or

damage arising out of this.

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

2.

- a) All plans for the development of Leased Premises shall be got vetted by the Competent Authority of Civil Engineering Department of the Lessor, before the commencement of work. The plans shall also be got approved by the concerned statutory authority, wherever required, before the commencement of work.
- b) The Lessee shall not, at any time without previous consent in writing of the Lessor, erect or suffer to be erected on any part of the premises, any building/structures/facilities.
- c) The Lessee shall use the said Leased Premises for construction of building(s)/structure(s)/facilities solely for the purpose for which, the Leased Premises has been Leased unless otherwise approved by the Lessor, and shall not make any unnecessary excavation or remove or appropriate any minerals, mineral substances of any description, sand or clay, from the said Leased Premises. Any such materials obtained from the site should be placed or disposed of as directed by the Chief Engineer or his authorized representative.
- d) If the Lessee has completed the construction of the building/structures/facilities as provided hereinbefore, within the stipulated period:
 - i. The Lessee shall have the liberty to use the said Leased Premises for purposes connected with his/its trade or business.
 - ii. It is made clear that the Lessee should utilize the maximum permissible area of the Leased Premises for the legally permitted commercial activities as stated above and the Lessor reserves the right to repossess without any claim to compensation whatsoever,

the whole or part of the portion left unutilized and use the same in any manner deemed expedient by the Lessor. In case there is any dispute regarding the extent of Leased Premises that should be utilized for the construction **or** the extent to be repossessed, the decision of the Board of the Lessor shall be final and binding.

- e) The Lessee shall obtain all statutory and mandatory clearances as may be required under law **including Environmental Clearances** from appropriate authorities, before execution/commissioning of the Project and from time to time thereafter.
- f) The Lessee shall perform all its activities in accordance with all Port Regulations/directions and follow all safety norms as may be prescribed by the competent/statutory authorities from time to time and the same are deemed to be a part of the Lease Deed and shall be binding on the Lessee.
- g) The Lease shall be governed by provisions of the Major Port Authority Act-2021, Public Premises Act-1971 and all other applicable law as amended from time to time and all directives issued by the Government of India from time to time. It shall be binding upon the Lessee to comply with all such directives issued by the Government of India. The Lessee shall at all times during the subsistence of the Lease maintain the premises in good sanitary condition and repair and keep the buildings/ structures/facilities erected and/or to be erected on the said Leased Premises in good and tenantable condition.
- h) The Lessee shall pay for any damage, done by him/it or his/its Employees/Workers or agents during the aforesaid lease period, to any property of the Lessor on the said Leased Premises or land areas adjacent thereto.
- i) The Lessor shall not be responsible to the Lessee or any other person(s) for any loss or damage or injury to life or property arising directly or indirectly from the use of the Leased Premises and the activities the Lessee is engaged in, on the said Leased Premises during the period of Lease. The Lessee here by indemnifies the Lessor against all loss or damage or injury to life or property of anyone including third party or claims and costs thereof arising directly or indirectly from the use of the Leased Premises and the activities the Lessee is engaged in, on the

said Leased Premises during the period of Lease.

- j) Commercial Hoarding or advertisement board shall not be erected in the Leased Premises without the written permission of the Lessor.
- k) If, need arises, the Lessor may issue instruction in writing to the Lessee to permit routing of any utility services such as underground or overhead electric lines, telegraphic lines, Pipelines etc of other user through the land allotted to the lessee; the Lessee shall permit the same and the Lessee shall not be compensated for it.

3.

- a) The Lessee shall not sublet the demised Leased Premises or the buildings/structures/facilities erected or to be erected thereon or any part thereof. However in case where the lessee is not able to utilize the entire land leased to him, the portion of the lease premises not required by him shall be surrendered and no subletting shall be permitted.
- b) The Lessee may be allowed to transfer the lease as per extant laws after obtaining prior approval of the Board of New Mangalore Port provided the transferee takes over all the liabilities of the original lessee /allotee. Such transfer shall be for the remaining duration of the lease and in accordance with the Land Use Plan of the Port. Before allowing such transfer, the Port shall recover an undertaking of the annual lease rental for the balance period and a fee equivalent to 50% of the total lease rent payable by the original lessee up to the time of transfer.
- c) The Lessee shall not create any charge in respect of the leasehold interest relating to the leased premises described in the schedule hereto vested in it as well as the building constructed on the same without the prior written consent of the Lessor, it being clearly understood that such consent will not be granted, except in the case of charges in favour of commercial banks and State and Central financial institutions.
- d) If the Lessee fails to utilize the land within twenty four (24) months of

handing over of the land by the Lessor, the Lessor reserves the right to cancel the lease and repossess the land. However, in exceptional cases where the Lessor is satisfied that the delay is for reasons beyond the control of the Lessee, the Lessor may grant extension of the construction period subject to payment of additional lease rent calculated at 50% of the normal lease rent for the extended period.

4.

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

5.

(a) It is agreed between the parties that notwithstanding any other provisions herein contained, the Lessor shall be entitled to cancel the Lease in respect of any part or whole of the Leased Premises, with the improvements thereon, with six month prior notice if any, before the expiration of the period specified herein before if such part of Leased Premises, is required for Port's own purposes or in national interest by Govt. and in that event, the Lessee shall be entitled to corresponding remission of the Lease Rent wherever applicable and compensation payable will be worked out by the Chief Engineer, New Mangalore Port in accordance with the following formula, in respect of the buildings and fixtures, if any, which at any time during the currency of the Lease may have been erected or affixed by the Lessee upon the said Leased Premises, provided, however, that in case of any dispute between the parties hereto regarding the rate or quantum of compensation payable under the aforesaid provision, the decision of the Board of the Lessor shall be final and binding.

FORMULA PRESCRIBED FOR PAYMENT OF COMPENSATION

$$DV = R + \underline{(E-R) (L - A)}$$

L

DV= DEPRECIATED VALUE

E = PRESENT DAY COST

R= 10% OF E

L = ASSESSED LIFE

A = PRESENT AGE.

- b) The transfer of the Leased Premises by the Lessee to the Lessor and the compensation payable, if any, in case of termination of the Lease, shall be governed by the relevant provisions in this Lease Deed.

6.

- a) The Lessor shall be entitled to allow any public utility services such as electric posts, or cables, water supply, sewer lines, drains, sanitary lines or telegraph post or cables, to be taken through the said Leased Premises and the Lessee shall not be entitled to any compensation in respect of the same, including compensation, if any, relating to the space occupied by such public utility services. Provided that, while allowing such public utility services to be taken through the said Leased Premises, only the minimum possible hindrance shall be caused to other structures in the said Leased Premises.
- b) If the lease is cancelled for not complying with the conditions of the lease, no compensation shall be payable by the Port.
- c) Within three months of expiry/termination/determination of the lease for whatsoever reason the lessee shall remove all structures at his own cost, and shall hand over the plot in such a manner as directed by the Lessor. (failing which these will vest with the port free of all encumbrances.) After the expiry/termination/determination of lease or forfeiture of lease etc. if the lessee continues to occupy it unauthorized, the lessee shall be liable to pay compensation for wrongful use and occupation at three times the fine then existing lease rent calculated on annual basis in accordance with the prevailing SoR, till vacant possession is obtained by the Lessor.

7.

- a) AND THE Lessor hereby agrees that the Lessee observing all the

aforesaid conditions, shall peacefully hold and enjoy the said Leased Premises during the said term without any interruption by the Lessor, provided that upon any breach or non-observance by the Lessee or by a person claiming through or under the Lessee of any of the aforesaid covenants or conditions, the Lessor may, notwithstanding the waiver of any previous clause or right of re-entry, enter upon the said premises and re-possess it as if this Lease had not been granted and thereupon, this demise shall absolutely determine and the Lessee shall be liable within three calendar months from the date of such re-entry to remove all buildings and fixtures which at any time during the currency of this Lease shall have been erected or affixed by the Lessee upon the said Leased Premises without any claim to any compensation whatsoever.

- b) It is further agreed that if the Lessee does not remove the building and fixtures as allowed above or restore the demised premises to its original conditions as required by above within the time prescribed in the said clauses the Lessor shall have the right to remove the said building and fixtures and restore the demised premises to its original conditions and the cost of such removal and restoration shall be realized by the Lessor by the sale of materials recovered and the balance due if any, from the Lessee. In case there is any amount left from the sale price of the materials so removed, after realization of the cost of removal and restoration preferred to herein, the same may be utilized by the Lessor for recovery of any other amounts that may due to the Lessor from the Lessee.
8. The Port structures, roads, railways lines, etc. may require additions/alternations at a later date as a part of the future development of the Port and Lessee shall shift/realign the commercial activity structure as may be necessary in this regard and as directed by the Port at their own cost and no claim whatsoever for any expenditure incurred in this regard will be entertained by the Lessor. The cost of construction of the road which is required to realign due to the proposed Port expansion as mentioned above shall be duly reimbursed by the lessee to the Port.
9. The Lessee shall maintain necessary firefighting system of their own for safety purpose as required under statutory regulations at their own cost.

10. The Lessee has to construct at his cost any new road required for smooth operation of their facility or as required by NMP for providing alternative road to avoid traffic congestion due to the said facility. The Lessee shall allow other users as & when required to utilize the roads.
11. The Lessee shall provide suitable crossing wherever the alignment of pipeline crosses the existing and proposed Port structures/roads/railway lines/ electrical cables/Telephone cables/water supply pipelines etc. at his own cost. The Lessee shall have to take necessary clearance from the concerned departments in such cases.
12. The Port reserves the right to impose any additional conditions/alter any of the conditions from security/safety/traffic point of view and the same shall be binding on the Lessee.
13. On the expiry of the period of this lease the Lessee, shall immediately vacate the land and handover the same in original condition to the Lessor and there shall be no automatic renewal.
14. Notwithstanding anything contained hereinbefore, it is expressly agreed and understood that in the event of violation, if any, of the provisions hereof by the Lessee, the Lessor shall be entitled to terminate the Lease without any compensation in accordance with the relevant provisions.
15. In case of any unresolved disputes unresolved disputes between the Lessee and the Lessor, the same shall be referred to Conciliation and Settlement Committee (CSC) constituted by IPA as per order No IPA/Legal/Con.Committee/2020 dated 04.10.2021 or any amendment made thereof. Failing which the dispute shall be referred to a Sole Arbitrator appointed mutually by the Lessee and the Lessor in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended from time to time. The Arbitrator shall give a reasoned award and the decision of the arbitrator shall be final and binding on both the parties. The Arbitration proceeding will be held in Mangalore. The lease agreement shall be governed by Laws of India and court of Jurisdiction shall be the, Dakshina Kannada District, Mangalore. This lease agreement shall be governed by Laws of India as amended from time to time.

OR

In case the Lessee is a Public sector Undertaking and in the event of any dispute or difference relating to the interpretation and application of the

provisions of this lease deed the lesser and the Lessee here in such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

16. The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein. In case of discrepancy in the conditions mentioned herein with the guidelines the “Land Policy Guidelines 2015” or amendment made therein shall prevail.

(A) The Schedule above referred to:

Registration District	:Dakshina Kannada
Registration Sub District	:Mangalore Taluk
Taluk	:Mangalore
Hobli	:Surathkal
Village	:Baikampady or Panambur
Land Area (in cents/acres/hectares)	: Sqm (Acres)
Limit	Panambur :Village (or) Bykampady
Water Area (in cents/acres/hectares)	:Nil
Survey No.	:
Sub Division No.	:
Limit	:
Tenure	: Lease 30 years

(B)DESCRIPTION OF BOUNDARIES:

All the piece and parcel of Leased Premises C1 to C9 & C11 to C15 situated eastern side of NH-66 from Bykampady to land after Custom house.

Land area – C1 to C9 & C11 to C15 Plot

North:

South:

East:

West:

The plan above referred to is appended.

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

The common seal of the Board of the NMP authority has been affixed and signed Of the NMP for and on behalf of the Board of NMP:

NMP has signed in the presence of:

Witness (1)

(2)

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

Witness (1)

(2)

The document is

typewritten :

The Document is prepared

by :

Correction and interlineations

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

LESSEE

LESSOR

Annexure-B

BANK GUARANTEE PROFORMA FOR SECURITY DEPOSIT

To,

The Board of New Mangalore Port Authority
Panambur
Mangalore – 575010

1. In consideration of the Board of Members of the New Mangalore Port Authority (hereinafter called 'the **Authority**', which expression shall unless excluded by or repugnant to the subject or context include their successors in office and assigns) having agreed to accept from (hereinafter called 'the said **Lessee**') which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives') Security Deposit in the form of Bank Guarantee, under the terms and conditions of tender & vide L.O.Idated..... , in connection with the “**Allotment of at New Mangalore Port Authority: through e-tender cum auction process**”. **Letter of Intent No... .. Dated.....** for due fulfillment of all the terms and conditions stated in the said allotment letter by the lessee on submission of a bank Guarantee for Rs...../- (Rupees.....) being equivalent to two years Annual Lease rent.
2. KNOWN ALL MEN by these presents that we (**Bank name**), a banking company incorporated under Companies Act, 1956 having our registered office at acting through (hereinafter called the **Bank**) are bound onto New Mangalore Port **Authority** in sum of Rs...../- (Rupees) only, being equivalent to two years' Annual lease rent inclusive of all escalations for which payment will and truly to be made by the said Bidder, the Bank binds itself, its successors and assigns, by these presents day of XX-XX-20XX.
3. We undertake to pay to New Mangalore Port **Authority** the above amount, according to and upon receipt of their written demand, without any demur or without the **Authority** having to substantiate their demand, provided that in their demand New Mangalore Port **Authority** will note that the amount claimed by them is due to them by way of loss or damage or otherwise owing to the occurrence or breach of any one or all the conditions, of the LOI/Lease deed /Tender documents or by reason of Lessee's failure to perform the same. Any such demand made on the Bank

- shall be conclusive as regards the amount due and payable by the Bank under this guarantee specifying the occurred condition or conditions.
4. The Guarantee shall not be affected by any infirmity or irregularity on the part of Lessee or by the dissolution or any change in the constitution of Bank, Lessee or the **Authority**. We (**Bank Name**) further agree to the guarantee herein contain shall remain in full force and effect during the period.
 5. We, (**Bank Name**) further agree with the **Authority** that the **Authority** shall have the fullest liberty without our concern and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender /LOI/Lease deed or to extend time of performance by the said Party from time to time or to postpone for any time or from time to time any of the powers exercisable by the **Authority** against the said lease to forbear or enforce any of the terms and conditions relating to the said tender/LOI/Lease deed and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Lease or for any forbearance, act or omission on the part of the **Authority** or any indulgence by the **Authority** to the said Lease or by any such matter of thing whatever which under the Law relating to surety would but for this provision have affect of so relieving us.
 6. We, (**Bank Name**) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the **Authority** in writing.
 7. This Bank Guarantee shall be payable on submission of a request letter for invocation at..... Branch with code no.....at Mangalore in case there is a branch at Mangalore strictly following the guidelines issued by RBI from time to time.
 8. THIS GUARANTEE shall remain in force up to and including Dt...-....-.... and any demand in respect thereof should reach the Bank not later than such date. The above reference (LOI. No.) must be used for all correspondences on this Bank Guarantee.
Notwithstanding anything contained herein.
 - a) Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupees)only.
 - b) This Bank guarantee shall be valid upto XX-XX-20XX and
 - c) we are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before XXX-XX-20XX (date of expiry of guarantee i.e. three months from the date of validity of Bank Guarantee).

All claims under this guarantee will be payable (**Bank Name**) - Mangalore Branch (address to be mentioned).

This guarantee will be returned to us as soon as purpose for which it is issued is fulfilled.

The BG Confirmation Letter NO.GTEE/ is an integral part of the BG.NO._____ Dated _____

This Guarantee will be operative when accompanied with (SFMS) **issued** from “Advising Bank”.

Bank Name

Dated _____ day of _____ 2023

NOTE:

- *The Bank Guarantee for requisite value for the security deposit shall be submitted within sixty days of the issuance of LOI.*
- *The BG shall be valid for a minimum period of 5 years and maximum period admissible by bank. The BG shall be renewed from time to time on its expiry throughout the lease period of 30 years without any delay. The Lessee shall not wait for any written instructions of the Lessor in this regard.*

**The Contents of Envelop No 2
“PRICE BID”**

APPENDIX- I To Form of Tender

“ALLOTMENT OF LAND ON LONG TERM LEASE ON EASTERN & WESTERN SIDE OF NH-66, FOR COMMERCIAL ACTIVITIES AT NEW MANGALORE PORT THROUGH E- TENDER CUM E- AUCTION PROCESS IN THE YEAR 2023 ”

THE PROFORMA FOR SUBMISSION OF OFFER i.e. TENDER PREMIUM RATE OVER AND ABOVE THE BASE RATE/RESERVE PRICE

DUMMY PRICE BID

Please do not enter anything. This is Dummy format

Tender Inviting Authority :	Assistant Estate Manager (Gr-I), Estate Office, Civil Engineering Department, A.O Building, New Mangalore Port , Panambur, Mangalore-575010.							
e-Tender For								
e-Tender Notice No								
Name of the Bidder / Bidding Firm/Company								
PRICE SCHEDULE								
This Price Bid Schedule/BOQ template/format must not be modified by the Bidder and the same should be uploaded after filling the relevant columns. The Bidders are allowed to enter Bidder Name and Values Only								
Sl No	Item Description	Item Code	Qty	Unit	Reserve Price in Rs/Sqm/Month For the year 2023 to 2024	Bidder's Initial Tender Premium Rate (ITP) over and above the Reserve Price in Rs/Sqm/Month (Figure and Words)	Bidders Initial Tender Offer (ITO) Rs/Sqm/Month in figures (Reserve Price + Initial Tender Premium)	Bidders Initial Tender Offer (ITO) Rs/Sqm/Month in Words (Reserve Price + Initial Tender Premium)
1	Allotment of land areas on long term lease.	C1	6075	Sqm	91.58	This is only a indicative price Bid. The offer shall be uploaded in the e-portal only. Please do not quote here.		
2	Allotment of land areas on long term lease.	C2	4590	Sqm	91.58	This is only a indicative price Bid. The offer shall be uploaded in the e-portal only. Please do not quote here.		
3	Allotment of land areas on long term lease.	C3	2098	Sqm	91.58	This is only a indicative price Bid. The offer shall be uploaded in the e-portal only. Please do not quote here.		

4	Allotment of land areas on long term lease.	C4	2101	Sqm	91.58	This is only a indicative price Bid. The offer shall be uploaded in the e-portal only. Please do not quote here.
5	Allotment of land areas on long term lease.	C5	2102	Sqm	91.58	This is only a indicative price Bid. The offer shall be uploaded in the e-portal only. Please do not quote here.
6	Allotment of land areas on long term lease.	C6	2100	Sqm	91.58	This is only a indicative price Bid. The offer shall be uploaded in the e-portal only. Please do not quote here.
7	Allotment of land areas on long term lease.	C7	2960	Sqm	91.58	This is only a indicative price Bid. The offer shall be uploaded in the e-portal only. Please do not quote here.
8	Allotment of land areas on long term lease.	C8	2045	Sqm	91.58	This is only a indicative price Bid. The offer shall be uploaded in the e-portal only. Please do not quote here.
9	Allotment of land areas on long term lease.	C9	2045	Sqm	91.58	This is only a indicative price Bid. The offer shall be uploaded in the e-portal only. Please do not quote here.
10	Allotment of land areas on long term lease.	C11	4600	Sqm	91.58	This is only a indicative price Bid. The offer shall be uploaded in the e-portal only. Please do not quote here.
11	Allotment of land areas on long term lease.	C12	4000	Sqm	91.58	This is only a indicative price Bid. The offer shall be uploaded in the e-portal only. Please do not quote here.
12	Allotment of land areas on long term lease.	C13	4000	Sqm	91.58	This is only a indicative price Bid. The offer shall be uploaded in the e-portal only. Please do not quote here.
13	Allotment of land areas on long term lease.	C14	4000	Sqm	91.58	This is only a indicative price Bid. The offer shall be uploaded in the e-portal only. Please do not quote here.
14	Allotment of land areas on long term lease.	C15	4000	Sqm	91.58	This is only a indicative price Bid. The offer shall be uploaded in the e-portal only. Please do not quote here.

Note: The bidders are requested to note the following for clarification on the

Financial bid;

- i. The Reserve Price for the period from 11.03.2023 to 10.03.2024 is Rs 91.58/Sqm/month. Bidder is required to quote their Tender Premium rate in Rupees/Sqm/month; over and above the Reserve Price, stated above. The Port has notified the Schedule of rate (SoR) for Leasing of Port premises for the period from 11.03.2023 to 10.03.2027
- ii. In the Price Bid, the intending Bidders shall submit their Initial Tender Premium rate (ITP) over and above the updated Reserve price as stated above.
- iii. If a bidder quote 'Rs 5/ Sqm/Month' over the Reserve Price as stated in Clause 3 above for evaluation the "INITIAL TENDER OFFER "of the Bidder shall be considered as , "X" = updated Reserve Price + Initial Tender premium rate quoted by Bidder in Rs/Sqm/month. (ie) Rs 91.58/Sqm/month + Rs 5.00/ Sqm/Month = Rs 96.58/ Sqm/Month or part thereof.
- iv. The Initial Price Offer (IPO) offered by the Bidder shall be the sum of the updated Reserve price and the Initial Tender premium (ITP) rate quoted by Bidder over and above the updated Reserve Price of the Plot.
- v. The Initial Price Offer (IPO) offered by the Bidder (updated Reserve Price plus Bidder's quoted Tender Premium) shall be always equal or greater than Rs.1/Sqm/month the updated reserve price (>).
- vi. The Reserve price, escalated and updated as indicated above may at the option of the Authority be revised on time to time, thereafter provided the updated Reserve price (after annual escalation) shall be either as per the Port notified SoR in force at the time of revision or 2% over the previous year updated reserve price, whichever is higher.
- vii. The sum of the initial Tender premium rate offered by the Bidder in the Price Bid and the Tender Premium quoted by the Bidder in the e-Auction shall remain constant throughout the Lease period.
- viii. In case the successful Bidder fails to submit the acceptance to the Letter of Intent issued by the Port or fails to remit the security deposit and Annual Lease/License fees to the Port account within the prescribed time limit, the

Letter of Intent shall be withdrawn, EMD shall be forfeited and the Successful Bidder, its group, its Holding/Parent company and its subsidiary companies shall be debarred from participating in the Tenders invited by the Port for a period of 2 years from the date of debarment.

Date:

Place:

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





