



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

TENDER NO: CE/EE(C)/ESTATE/SHOPS-EMC/29/2024

**“ALLOTMENT OF SHOPS ON LONG TERM LEASE IN THE PORT
MARKET COMPLEX THROUGH E-TENDER CUM E-AUCTION
PROCESS”**

THROUGH E-TENDER CUM E-AUCTIONMODE

Date from which tender document available for download	After 10:00 hrs on 02.08.2024 till 15:00 hrs on 03.09.2024.
Last date and time for the online Tender submission	On or before 15:00 hrs on.02.09.2024
Date and time of Online opening of Technical Bid	After 15:30 hrs on 03.09.2024
Date and Time of Opening of online Price Bid and e-Auction	To be announced later
Cost of Tender document	Rs1,680/-
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 SHOPS ON LONG TERM LEASE IN THE PORT MARKET
COMPLEX THROUGH E-TENDER CUM E-AUCTION PROCESS”**

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

**SECTION –I
TENDER NOTICE**

FOR

**“ALLOTMENT OF SHOPS ON LONG TERM LEASE IN THE
PORT MARKET COMPLEX THROUGH E-TENDER CUM E-
AUCTION PROCESS”.**

1 The Policy Guidelines for Land Management-2015 issued; by the Ministry of Port, Shipping & waterways, G.O.I, stipulates that Land/covered spaces existing outside the custom bond area shall be allotted on long term lease basis through competitive Bidding process over the Reserve price of the Land/Covered space.

2 Authority has identified the following Covered space and Open space for allotment through Tender Cum Auction process. The details are as follows.

The New Mangalore Port Authority (NMPA) “The Authority” proposes to allot the open and covered space/shops in the N.M.P.A premises for the purpose of running specified Shops existing outside the custom bond area at Panambur by inviting e-tenders from eligible bidders through two cover systems. The tenders are invited on long term Lease basis for a period of **10 years**. The Lessee shall develop, operate, manage and maintain the space allotted for the facility as stated in Clause 3 of Section-I, “Tender Notice “; of this document during the period of allotment.

3 New Mangalore Port Authority (NMPA) herein after referred as “Authority” proposes to allot **24** Nos of shops with the **area varying from 3.65 Sqm (approx) to 33 Sqm (approx)** i.e.in the Market complexes, and other area of Panambur, Mangaluru 575010, on long term lease for a period of **10 years** through e-Tender cum e-Auction process; as per the provisions of Policy Guidelines for Land Management-2015. The Lessee shall develop, operate and maintain the shop allotted for the facility. Bids shall be invited by e-tenders through the Central Public Procurement e-portal; URL:<https://eprocure.gov.in/eprocure/app>.

The Authority has invited E-Tenders (through Government of India e-Public Procurement portal <https://etenders.gov.in>) for granting lease for the following facility in the market complexes at Panambur, Mangaluru 575010.

Allotment of shops on long term lease in the Port Market Complex- At NMPA

Open Space/ Covered Shop No	Area (Sqm)	Type of Roof	Purpose of Allotment	Reserve Price Rs/Sqm/ month (11.03.2024 to 10.03.2025)
OMC-11A	11.57	AC Sheets	Old Market Complex(OMC): Grocery Shop, Fancy Shop, Vegetable Shop, News Paper Stall, Cloth Shop, Juice Centre, Hair Cutting Saloon, Tailoring Shop, Pan beeda stall, Cutlery Shop, Tea Stall, Cobbler Shop, Flour Mill, Ice Cream Shop, jewellery shop, Bakery shop, Medical shop, Computer shop, General store, Laundry, Electronic shop, Poultry Shop, Cycle repair shop, Milk Booth, Petty shop ,Clinic etc.(Any other shop /stall / space as permitted by the Port.	100.29
OMC-16	26.56			
OMC-18A	3.65			
AMC-40	7.92	RCC Slab	Additional Market Complex (AMC) : Ground Floor: Grocery Shop, Fancy Shop, Vegetable Shop, News Paper Stall, Cloth Shop, Juice Centre, Hair Cutting Saloon, Tailoring Shop, Pan beeda stall,Cutlery Shop, Tea Stall, Cobbler Shop, Flour Mill, Ice Cream Shop, jewellery shop, Bakery shop, Medical shop, Computer shop, General store, Laundry, Electronic shop, Poultry Shop,Cycle repair shop, Milk Booth, Petty shop, Clinic etc.(Any other shop /stall / space as permitted by the Port.	118.76
AMC-54	12.50			
AMC-55	12.50			
AMC-56	16.50			
AMC-61	25.75			
NMC-41	17.50	RCC Slab	New Market Complex(NMC): , Grocery Shop, Fancy Shop, Vegetable Shop, News Paper Stall, Cloth Shop, Juice Centre, Hair Cutting Saloon, Tailoring Shop, Pan beedastall,Cutlery Shop, Tea Stall, Cobbler Shop, Flour Mill, Ice Cream Shop, jewellery shop, Bakery shop, Medical shop, Computer shop, General store, Laundry, Electronic shop, Poultry Shop, Cycle repair shop, Milk Booth, Petty shop, Clinic etc.(Any other shop /stall / space as permitted by the Port.	118.76
NMC-42	17.50			
NMC-44	22.50			
NMC-46	21.50			
NMC-48	17.5			
NMC-49	22.5			
NMC-50	17.5			
NMC-51	17.5			
NMC-52	17.5			
FMC-04	5.40	AC Sheets	Fish Market Complex(FMC): , Grocery Shop, Fancy Shop, Vegetable Shop, News Paper Stall, Cloth Shop, Juice Centre, Hair Cutting Saloon, Tailoring Shop, Pan beedastall,Cutlery Shop, Tea Stall, Cobbler Shop, Flour Mill, Ice Cream Shop, jewellery shop, Bakery shop, Medical shop, Computer shop, General store, Laundry, Electronic shop, Poultry Shop, Cycle repair shop, Milk Booth, Petty shop, Clinic etc.(Any other shop /stall / space as permitted by the Port.	100.29
FMC-05	5.40			
FMC-06	5.40			
FMC-07	5.40			
FMC-08	5.40			
FMC-13	7.20			

Allotment of shops on long term lease in the Port Market Complex- At NMPA

RCHW-5	17.07	RCC slab	Near RCHW Quarters (RCHW) Grocery Shop, Fancy Shop, Vegetable Shop, News Paper Stall, Cloth Shop, Juice Centre, Hair Cutting Saloon, Tailoring Shop, Pan beeda stall, Cutlery Shop, Tea Stall, Cobbler Shop, Flour Mill, Ice Cream Shop, jewellery shop, Bakery shop, Medical shop, Computer shop, General store, Laundry, Electronic shop, Poultry Shop, Cycle repair shop, Milk Booth, Petty shop, Clinic etc.(Any other shop /stall / space as permitted by the Port.	118.76
Reserve Price = The reserve price shall be escalated on 11th March of every year at the rate approved by the Board as per the prevailing Land Policy guidelines (at present the annual escalation is 2%) till the expiry of 5 years of the Lease/License.				

The Bidder may choose to take any of the above shops/open spaces, either individually or combined in any combination. The Bidders may submit their Bid for one or more number of Covered/open space desired by them. EMD for each Covered/Open space shall be submitted separately as stated at clause No 7 of the Tender Notice. The Bidder shall clearly indicate the name of the covered/open space they intend to Bid in **Annexure 17** of this Tender document. The Price Bids of only those Covered /open spaces mentioned in the **Annexure 17** will be considered for evaluation and Auction.

The Bidder is required to pay Annual Lease rent for the area to be leased out. The Reserve Price is **as on 11.03.2024 to 10.03.2025** or the aforesaid Premises is as stated above. The Bidder is required to quote their Tender Premium rate in Rupees/Sqm/month; **over and above the Reserve Price**, stated above. The Lease rent offered by the Bidder will be the sum of the updated Reserve price in Rs/Sqm/Month (2% escalation per annum updated on **every year**) and the Present Constant Tender premium rate quoted by Bidder in Rs/Sqm/month. The Authority has fixed the Reserve Price for the aforesaid Plot as per the Port SoR notified rate. Accordingly bidder has to submit the undertaking (Annexure -19).

The Authority has fixed the Reserve Price for the aforesaid Premises as per the Port notified rate. The offers will be evaluated/calculated by the Port on the basis of Tender premium rate offered by the bidders over and above the aforesaid Reserve Price for leasing of Port premises. **The Price 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.

- i. The Bidder shall always quote “Present Constant Tender premium rate” over and above the Reserve Price of Rs100.29/Sqm/Month and Rs.118.76/Sqm/Month for covered space and 35.27/Sqm/Month for Open space. **“Present Constant Tender premium” shall be always greater than Zero. “Present Constant Tender premium” of Rs 0.01/Sqm/month and less will not be considered and the Bid will be rejected.**
- ii. If a bidder quotes ‘Rs 5/Sqm/Month’ as his “Present Constant Tender premium rate” over the Reserve Price as stated in Clause 3 above for Premises Greater of Tender premium rate quoted in Price Bid and Tender premium rate quoted in e-auction), for evaluation the “OFFER “ or the Lease rent rate per Sqm per month of the Bidder shall be considered as ,”X” = Reserve Price + Present Constant Tender premium rate quoted by Bidder in Rs/Sqm/month. (ie) Rs100.29/Sqm/month + Rs5.00/Sqm/Month = Rs105.29/Sqm/Month or part thereof.
- iii. **The Bidder shall note that in the Price Bid given in the e-portal, the Bidder shall quote the Present Constant Tender premium rate over and above the Reserve Price.** The figures entered by the Bidder in the column notified as **“Bidder's Constant Tender Premium Rate over and above the Reserve Price in Rs/Sqm/Month”**, will be automatically added to the Reserve Price stated in the Tender document and the Bidders offer (monthly lease rent rate in Rs/Sqm/month) in Figures (Reserve Price + Constant Tender Premium) will appear in the next column. Thereafter the Bidders offer will have automatic conversion to words in successive column.
- iv. In the Price Bid, the bidder need not enter anything other than the **“Bidder's Constant Tender Premium Rate over and above the Reserve Price in Rs/Sqm/Month “and name of the firm.**
- v. The Lease rent offered by the Bidder will be the sum of the updated Reserve price (Reserve price shall be escalated **on every year** at the rate of 2% per annum) and the Present Constant Tender premium rate quoted by Bidder over and above the Reserve Price of the Premises.
- vi. The Lease rent rate offered by the Bidder (Updated Reserve Price plus Bidder’s quoted Present Constant Tender Premium) will always be greater than the reserve price (>).
- vii. The reserve price of Rs100.29&Rs118.76/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%) till the expiry of the Lease/License.
- viii. The Reserve price, escalated and updated as indicated above may at the option of the Authority be revised on the 1st day of the Lease year falling immediately after the expiry of the 5 years of the lease and also at the end of every 5 years 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 the updated reserve price, (considering 2% escalation on every year, as stated at Sl No (v) above), whichever is higher.
- ix. The Present constant Tender premium offered by the Bidder during the Tender cum Auction process shall remain constant throughout the Lease/License period. In the above example Rs 5/Sqm/Month is considered as Present Constant Tender premium rate offered by the Bidder.
- x. 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 and EMD shall be forfeited.
- 4 The intending bidder must submit their offers with their tentative scheme/Programme Schedule of the facilities to be created in the premises/shops/ Covered Space to be allotted. The interested party shall develop the Premises with partition /Covered Space only for the purpose for which it is allotted as stated at Clause 3 above; i.e,Fancy Shop, Grocery Shop, Vegetable Shop, Newspaper Stall, Cloth Shop, Juice Centre, Hair Cutting Saloon, Tailoring Shop, Cutlery Shop, Tea Stall,Cobbler Shop, Flour Mill, Ice Cream Shop etc only.
- 5 **The Minimum Eligibility criteria for consideration of allotment of vacant shops in the Port market Complex; through e-tender cum e-auction process - at New Mangalore Portare as follows:**
- A.** The Bidder shall possess valid PAN number. The Copy of the PAN Card shall be uploaded along with the Technical Bid.**(Annexure -3)**.In case the Bidder does not poses the valid PAN number during the period of Bidding, an undertaking shall be submitted by the Bidder to the effect that, in case the Bidder turns out to be the successful Bidder,the Copy of the Valid Pan card shall be submittedby him before entering into Lease agreement with the Authority.**(Annexure -3A)**
- B.** The bidder shall have no pendency of mutually admitted port dues. A self Certified undertaking to this effect shall be submitted along with part I of the Offer. **(Annexure-4)**
- C.** The Bidder shall possess copy of the Goods and Service Tax registration Certificate.**(Annexure -5)**.In case the Bidder does not possess the GST number during the period of Bidding, an undertaking shall be submitted by the Bidder to the effect that, in case the Bidder turns out to be the successful Bidder, the Copy of the Valid GST certificate shall be submitted by him before entering into Lease agreement with the Authority. **(Annexure -5A)**

Allotment of shops on long term lease in the Port Market Complex- At NMPA

D. 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 Thousandsix hundre eighty Only) towards Payment of Tender document fee by NEFT in favour of F.A. & C.A.O., NMPA. 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 02.08.2024 till 15:00 hrs on 03.09.2024
iv.	Date and Closing time for submitting queries for offline Pre-bid meeting	15.08.2024 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. Shashikanth.pkodi@nmpt.gov.in
v.	Last date and time for on line Tender submission.	On or before 15.00 HRS on .02.09.2024
vi.	opening of Part -I (i.e. Technical Bid)	03.09.2024 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., NMPA.

NMPA Bank Details are as follows.

Sl No	Description	Details
1	Name of the Bank	Bank of Baroda, Panambur
2	Bank A/C No	08070100004621
3	IFSC Code	BARBOPANAMB

Allotment of shops on long term lease in the Port Market Complex- At NMPA

Sl No	Description	Details
4	MICR Code	575012004
5	Contact Telephone Nos of Authority	0824-2887395/ 0824-2887310 and
6	The Email id of Authority	i. siddaraju.b@nmpt.gov.in , ii. prahalathan.m@nmpt.gov.in , iii. shashikanth.pkodi@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](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](https://eprocure.gov.in/eprocure/app) for creation of user ID for uploading the Tenders.

The tender document can also be downloaded from NMPA website www.newmangalore-port.com/www.newmagaloreport.gov.in under 'Tender link' and [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app).

6. The lease will be subject to the following conditions including other terms and conditions of lease as prescribed by the Board of 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 Port Authority and Port SoR.
- The lease will be for a period up to 10 (Ten) years. The Covered/open space should be utilized only for the purpose for which it is allotted as described in **Clause 3 of section 1** of this Tender document.
 - For allotment of Covered/open space, 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](https://eprocure.gov.in/eprocure/app) as **envelop No. I**.
 - Tender premium rate quoted by the Bidder shall be added to the Reserve price and Bidders Lease rent rate shall be calculated.
 - Interested Bidders must submit their offers with their tentative scheme/Programme Schedule of the facilities to be created in the shops to be allotted.**
 - Pre -bid meeting:** - An offline pre-bid meeting shall be held on the scheduled dates and time as stated at **Clause no. 5(E)** 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.
- iii. Shashikanth.pkodi@nmpt.gov.in.

on or before the scheduled date and time as stated at **Clause no. 5(E)** 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 as a corrigendum in the NMPA web site after closing date of online 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.

(f) 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 addendum 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 NMPA official website from 'Ongoing Project link'. The responsibility of downloading such addendum / amendment from NMPA 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.

(g) Preparation of bids:

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

7. a. Earnest Money Deposit (EMD) and Tender document fees

The Intending Bidder has to deposit following amount to the Port account before uploading the Bid as follows.

Allotment of shops on long term lease in the Port Market Complex- At NMPA

SL No	Covered Space/ Open Space Name	Area in Sqm	EMD amount in (Rs)	Tender document fees (Rs)
1.	OMC-11A	11.57	2000	1680/-
2.	OMC-16	26.56	4000	
3.	OMC-18A	3.65	1000	
4.	AMC-40	7.92	1500	
5.	AMC-54	12.50	2000	
6.	AMC-55	12.50	2000	
7.	AMC-56	16.50	3000	
8.	AMC-61	25.75	4500	
9.	NMC-41	17.50	3000	
10.	NMC-42	17.50	3000	
11.	NMC-44	22.50	4000	
12.	NMC-46	21.50	4000	
13.	NMC-48	17.50	3000	
14.	NMC-49	22.50	4000	
15.	NMC-50	17.50	3000	
16.	NMC-51	17.50	3000	
17.	NMC-52	17.50	3000	
18.	FMC-4	5.40	1000	
19.	FMC-5	5.40	1000	
20.	FMC-6	5.40	1000	
21.	FMC-7	5.40	1000	
22.	FMC-8	5.40	1000	
23.	FMC-13	7.2	1000	
24.	RCHW-5	17.07	3000	

If a bidder bids for more than one Covered space /Open space then the EMD for each shop shall be submitted separately. For example, if a bidder bids for Covered space OMC-16 and Shop No NMC-49, then the Bidder shall submit two separate EMDs amounting to Rs4000/- and Rs4000.00/- for Shop No OMC-16 and Shop No NMC-49 respectively.

Intending Bidder shall have to remit the prescribed Tender document fees amounting to **Rs1,680.00** (Rupees One thousand One Hundred and twenty only) by NEFT in favour of F.A.& C.A.O., NMPA.

The EMD and the Tender document fees can also be paid by NEFT/RTGS in favour of Financial Adviser & Chief Accounts Officer, New Mangalore Port Authority, Panambur. The NMPA Bank Details are as follows:-

Allotment of shops on long term lease in the Port Market Complex- At NMPA

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/NEFT deposit details of Earnest Money Deposit & Tender document fees 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 and Tender document fees shall be treated invalid.**
- ii. In the event of Bidder withdrawing his Bid before the expiry of tender validity period of 180 days from the last date for online bid submission, 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 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 to
 - i) To utilize the allotted premises within the time specified under **Clause 9** 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 and First year Advance Lease rentals.
- v. a. The Tender document fees is nonrefundable, once the Bid is uploaded.
- b. The tender along with Earnest Money Deposit and Tender document fees as specified in the Tender document shall be submitted as stated at **Clause no. 7(a)** of the Tender Notice (NTT) (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>** 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). TechnicalBid 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 NMPA 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 sixHundred eighty Only)** (To be paid by NEFT to NMPA Bank Account).

ii. Envelope –II PRICE BID: The price bid contains only price.

- a. In the Price Bid, the intending bidders shall be required to submit 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 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 updated Reserve price in Rs/Sqm/Month (2% escalation per annum updated on **every year. (The next escalation will be in the year 2025)**).
- 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 Envelope-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 greater than Zero. **“Initial Tender premium” of Rs Zero/Sqm/month and less 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 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) Rs100.29/Sqm/month (for covered space) +Rs 5.00/ Sqm/Month = Rs103.32/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 reserve price of Rs100.29/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%) till the expiry of the Lease/License.
- e. 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 the updated reserve price, (considering 2% escalation on that year, as stated at Sl No (v) above), whichever is higher.
- 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 19- 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. NMPA 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 15:00 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 its opening.

- ix. Any other information regarding the above proposal can be obtained from Chief Engineer (Civil)/ Executive Engineer(C) in person or on Telephone No.0824-2407149/0824-2407620. The site visit will also be arranged if desired by the bidders.
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 Authority along with the Bid (Envelope D). The Original Pre-Contract Integrity Pact Agreement (on Stamp Paper of Requisite value) as per the format at **Annexure-11**; 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), Dr. Subhash Chandra Khuntia, IAS (Retd), 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 proforma at **Annexure-12**.
10. The Bidders shall disclose any payments made or proposed to be made to any intermediaries in connection with the bid as per proforma at **Annexure-13**. In case no payment is made or proposed to be made a “Nil” statement shall be enclosed.
11. NMPA reserves the right to accept or reject any or all the Tenders without assigning any reasons thereof. NMPA also reserves the right to call for any other details and information from any of the Bidders.
12. The submission of any tender in accordance with the tender documents and specifications shall constitute an agreement that the bidder shall have no cause of action or claim, against the port for rejection of his tender. The Port shall always be at liberty to reject or accept any tender or tenders at its sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against the Port.
13. NMPA does not bind itself to accept the lowest or any tender and may cancel/ withdraw the tender without assigning any reason and no claim whatsoever, for any reason arising out of such action, will be entertained by NMPA.
14. The Tender Documents are non-transferable and shall be used by the bidder who has

downloaded the same.

15. The tenders shall remain valid for acceptance by NMPA for a period of **180 days** from the date of opening of tender. If the Bidder alters or withdraws his offer within the validity period, his EMD will be forfeited and his tender will be rejected.
16. In exceptional circumstances, prior to expiry of the original tender validity period, the Port may request the Bidder for extending the period of validity for a specified additional period. The request will be made in writing. A Bidder may refuse the request without forfeiting his bid security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his offer and bid security suitably as per relevant provisions.
17. If the date for any activity indicated in the tender document happens to be a holiday or a non-working day, for any reason, then the next working day will be automatically taken as the date for such activity.
18. Late/delayed tenders shall not be accepted under any circumstances after the due date and time of submission of tender.

ChiefEngineer (Civil)

SECTION – II

INSTRUCTIONS TO BIDDERS:

1. Back ground

New Mangalore Port is located on the West Coast of India. The Authority 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. On the South of the Port the Gurupura river confluence with Arabian Sea and on the North there is the beautiful Panambur beach attracting Tourists from all parts of the Country. There is the Nandaneshwara temple in Panambur, attracting pilgrims from all parts of state. The New Mangalore port is near to Surathkal railway station on the Mumbai-Mangalore railway route. There is a beautiful beach on the shore of the Arabian Sea at TanniruBhavi to the south of sea port at Panambur.

The Mangalore Harbor Project started in 1962 and was completed in May 1974. On 1st April 1980, the Port Authority Board was set up under the Major Port Authority Act, 2021. Since then, NMPA has been functioning as the 9th Major Port and has fallen in line with other Major Port Authority functioning in the country. The National Highway 66 passes just outside the port connecting Cape Comorin to Mumbai. The Port is served by a Broad Gauge Railway line and is well connected with Southern portion of country through Mangalore, Kerala State and Chennai. The nearest Airport, Bajpe (Mangalore Airport) is just 12 kms from the Port. There are daily flights to Mumbai, Bangalore and Chennai.

The Port has a well-developed Township at Panambur, where people dwell, work, play, shop and socialize all within an organized and harmonial environment. The Township is spread over an area of 200 Acres consisting of over 686 staff quarters, Guest house, Banks, Hospital, 3 High Schools, Multipurpose Auditorium, Dr B.R Ambedkar Stadium, Market complex, Petrol Pumps etc. The list of factories and firms operating in the Port limits includes Mangalore Chemicals and Fertilizers Ltd, Kudremukh Iron Ore Company Limited, Mangalore Refineries and petroleum Ltd, Mangalore Special economic Zone, Indian Oil Corporation Ltd, Bharath Petroleum Corporation Ltd, Total Oil India Pvt Ltd etc. The Bykampady Industrial estate is located adjacent to the North east boundary of the NMPA estate. Thus all of them have been contributing in making Panambur a busy economic Zone for running Shops, Banks, Cafeteria, and Offices etc.

Based on the Land Policy Guidelines for Major Ports-2015 issued by the Ministry of Shipping, Ports& Waterways, New Mangalore Port Authority proposes to Lease the covered space/Open space in the NMPA- Market complexes for running stipulated Shops, cafeteria etc on long term Lease basis by inviting tenders from eligible bidders under two cover systems.

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 Covered space/open space detailed in the Tender Notice (Section-I) through e-tender mode only.

3. Purchase of Tender Documents:

Tender document can be downloaded from following websites

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

4. One Bid for one Space or Combination:

Each bidder shall submit only one bid for one Shop.

5. Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of his Bid, and the NMPA/Authority will in no case be responsible and liable for those costs. NMPA/Authority shall not be responsible for or pay for any expenses or losses, which might be incurred or suffered by any Bidder in connection with submission of tender.

6. Earnest Money Deposit :

The bidder is required to submit Earnest Money Deposit as per **Clause 7(a)** of the Section-I, Tender Notice.

A. Forfeiture and Refund of Earnest Money Deposit (EMD):

The EMD will be forfeited if,

- i. The Bidder modifies or withdraws his offer after due date and time of submission of bids.
- ii. The Bidder resile from his offer during the validity period.
- iii. The tender is revoked during its validity period by the Bidder.
- iv. The Bidder increases the prices unilaterally after the opening of tender and during the validity period of the tender.
- v. If the successful Bidder fails to furnish the first year Advance Lease rentals and Security Deposit, with applicable Goods and Service Tax (GST) and applicable Cess as calculated within 60 days from the date of issue of Letter Of Intent (LOI).
- vi. The successful Bidder (lessee) does not give acceptance to the Letter of Intent (LOI) issued by the Authority within 10 days from the date of issue of Letter of Intent.
- vii. The lessee does not enter into lease deed within the time frame as specified in Letter of Intent.

B. Refund of EMD

- i. The EMD of unsuccessful Bidders shall be returned within 30 (thirty) days after

the Letter of Intent is issued to the successful Bidder (lessee). **No interest will be payable by the Port on the Earnest Money Deposit /Tender Guarantee/Bid Security.**

- C. The EMD of the successful bidder (lessee) will be returned after the successful bidder submits first Year rental fee, Security Deposit, equivalent to the sum of the first two year annual lease Rentals and Execution of Lease Deed.
- D. Any tender not accompanied by EMD and Cost of Bid document in Part I (Technical Bid) of the offer in accordance with above said provisions shall be considered as non responsive and rejected.

7. Site visit:

The Bidder is encouraged to visit and examine the Covered Spaces and Open space 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 Bidders' own expense.

Bidders shall note that they shall have no claims against NMPA at any time on counts of non-acquaintance with local conditions covered under these tender documents.

The Bidder is advised to acquaint himself with the Covered space/Open space condition and facilities available for running the respective facility and 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 lease agreement.

8. 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 19
	Annexure-A	Draft Format of Lease deed
	Drawings	Location Drawing, Detail drawings

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 central public procurement e- portal only (CPP).

9. Instructions for E-Tendering

This is an e-procurement event of NMPA. The e-procurement service provider is the Central Public Procurement Portal. For any assistance the 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.

10. 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>.

11. REGISTRATION

- a. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment"; which is free of charge.
- b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the Central Public Procurement (CPP) Portal.
- d. The Vendor/Bidder should possess Valid Class II or III digital signature certificate (DSC) should be having both the component in it (signing and encryption). The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA /GNFC / IDRBT/ MtnTrustline/SafeScript/TCS. The process involves vendor's/Bidder's registration in the e-portal of Central Public Procurement Portal, [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app). Only after registration and mapping their digital signature with their User ID, the vendor(s)/Bidder(s) can submit his/their bids electronically. Vendors/Bidders are to make their own arrangement for bidding from a P.C. connected with Internet. M/s Central Public Procurement or **the Authority** shall not be responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

- e. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- f. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse. The e-token that is registered should be used by the bidder and should not be misused by others. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
- g. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

12. 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.

13. 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.

14. 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. 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://www.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).

There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.

- e. 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.

15. 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 pay the tender fee, EMD as applicable and enter details of the instrument as specified in the bid document.
- d. Bidder should prepare the EMD as per the instructions specified in the tender document.
- e. Bidders are requested to note that they should necessarily submit their Price Bids/ financial bids in the provision available in the e-portal and no other format is acceptable. The price bid provided in the e-portal has to be opened and to be filled by all the bidders. Bidders are required to make entries in the colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online. **If the Price Bid file is found to be modified by the bidder, the bid will be rejected.**
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. It is important to note that, the bidder has to click on the Freeze BidButton, to ensure that he/she completes the Bid Submission Process. Bids which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- k. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- l. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- m. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- n. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.

- o. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
- p. In the Price Bid, the figures entered by the Bidder in the column notified as **“Bidder's Constant Tender Premium Rate over and above the Reserve Price in Rs/Sqm/Month”**, will automatically be added to the Reserve Price stated in the Tender document and the Bidders offer (monthly lease rent rate in Rs/Sqm/month) in Figures (Reserve Price + Constant Tender Premium) will appear in the next column and thereafter the Bidders offer will have automatic conversion to words in next column.
- q. The bidder need not enter anything other than the **“Bidder's Constant Tender Premium Rate over and above the Reserve Price in Rs/Sqm/Month”** and **name of the firm**.

16. ASSISTANCE TO BIDDERS:

- a. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b. Any queries relating to the process of online bid submission or queries relating to Central Public Procurement (CPP) Portal in general may be directed to the 24x7 Central Public Procurement (Central Public Procurement (CPP)) Portal Helpdesk. 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.
- c. All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by NMPA as well as by M/s Central Public Procurement (auto generated system alerts from e-procurement service provider). Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with M/s Central Public Procurement (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
- d. Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigendum, if any, will be that of the downloading parties.
- e. System alerts are sent to only those parties who have participated in the above tender before corrigendum is issued. No separate intimation in respect of corrigendum to this NIT (if any) will be sent to Bidder(s) who have downloaded

the documents from web site. Please see website [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app), of Central Public Procurement Portal. E-tender cannot be accessed after the due date and time mentioned in NIT.

17. 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 NMPA.
- 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/License. Such successful Bidder shall be called hereafter **Licensee**.
 - 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/NMPA reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without any liability and without assigning any reason thereof.
 - 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. Tender Premium Rate to be quoted should be in Indian Rupee **over and above the Reserve Price** as per UOM indicated in the e-tender document. The offer of the Bidder (Reserve Price plus Bidder's quoted Tender premium rate) shall not be less than the Reserve Price.
18. The Bidder is advised to visit and assess the site conditions.

19. E-AUCTION:

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 33** of Instructions to Bidders. The bidders will be qualified as per the Eligibility and qualification requirement mentioned under **Clause 31** of Instructions to Bidders and Examination of Bids and determination of responsiveness under **Clause 39** of Instructions to Bidders.

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 39** 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 under any circumstances whatsoever.
- b. Final Acceptance/Rejection of any offer will be exclusively at sole discretion of the Authority.
- 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. The sum of bidders quoted T.P.R and start price /floor bid value shall be consider as Final Price Offer (FPO).
 - 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.
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 premises 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. The Authority will not be responsible to provide Power and Water to the Lessee. However if Water and electrical power is available with the Authority and if it is feasible to supply the same to the Leased premises, the Authority may supply the same to the Leased Premises on payment basis as per the rate notified in the tariff of the Authority from time to time. The Lessee shall install duly tested electricity/water meter to monitor the consumption of water and electricity. The Authority shall be raising the bills for water and electricity consumed by the Lessee. The bills must be paid within 15 (Fifteen) days from the date of its issue.

However on non-availability of Power and water with the Authority or if it is not feasible to supply the same to the Leased Premises, the Lessee will 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 maintain the leased premises and their surroundings in clean and hygienic condition at their cost. The Lessee shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the Authority and such other departments as may be entrusted by the rules and regulations with the works of inspections and enforcement about the conditions of sanitation, cleanliness and hygiene. If the premises is not maintained in reasonably clean condition by the Lessee, Port Officer in charge of the premises shall have powers to get the premises cleaned at the risk & cost of the Lessee and recover liquidated damages at the rate of Rs.500/-per day for each default upto 7 days and thereafter Rs. 750/- per day and can take other actions including termination of the lease.

25. STATUTORY CLEARANCES:

The proposed leasing out of vacant Space is earmarked for the purpose as **indicated in Clause 3 of Section-I, of this tender document**. The Authority will only issue Letter of Intent (LOI) in the name of the Successful Bidder and the Successful Bidder shall have to obtain all statutory clearance for running respective facility from the statutory Authorities and other statutory clearances from various departments as required under the various Acts being in force at their own cost as the case may be. NMPA shall not be responsible for any loss/damages etc. occurring if permission or

approval of the above authorities or any such authority are not granted or delayed. The Lessee shall follow all safety norms as may be prescribed by the competent authorities including NMPA from time to time. The Lessee shall follow the fire safety norms and maintain necessary firefighting system of their own for safety purpose as required by statutory regulations at their own cost.

26. CONDITION OF PREMISES:

The existing Space is covered/Open space and the Space allotted is to be taken over on “AS IS WHEREIS BASIS”. The leased Premises shall be handed over to the Lessee in its present conditions on “as is where is basis” and the Lessee shall at his own cost, charges and expenses improve/upgrade the same to provide facility for the purpose as stated at **Clause 3 of Section-I** of the Tender document.

27. The e-tenders will be received up to 1500 hrs on the prescribed date as stated in the Tender Notice (NTI). **The e-tenders received up to 15:00 hrs. on the submission date will only be considered and opened after 15:30 hrs. on the date of tender opening as mentioned in the Tender document.** The Authority may at his discretion extend the date for receiving tender. Tender received after the aforesaid time and date or the extended time and date, if any, will not be considered. The Authority is not liable for any delay in submission or loss of the tender.
28. The Bidder is advised to acquaint himself with the covered space/Open space condition and facilities available for running the respective facility as stated at **Clause 3 of Section-1 of the Tender document** and examine, 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/Lease Agreement.
29. 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).**
30. 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.

31. ELIGIBILITY AND QUALIFICATION REQUIREMENT:

To be eligible for allotment of covered space/open space the firm shall provide satisfactory evidences in support of their eligibility and of their capability and adequacy of resources to carry out the subject contract 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 Ration Card/Aadhar card for address proof. **(Annexure -6)**

32. 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> 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 NMPA official website from ‘Ongoing Project link’. The responsibility of downloading such addendum / amendment from NMPA website and M/s Central Public Procurement Portal, URL:<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.

33. 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 RTGS Payment details for EMD (bid security)(**Annexure-1**)
- ii) Scanned copy of NEFT Payment details towards cost of tender(**Annexure -2**)
- iii) Copy of the Income tax PAN Certificate(**Annexure – 3**)
- iv) Undertaking Income tax PAN Certificate(**Annexure – 3A**)
- v) Self-certified certificate certifying non-pendency of mutually admitted Port dues.(**Annexure-4**).
- vi) Scanned copy of the Goods & Service tax registration Certificate(**Annexure –5**)
- vii) Under taking to Goods & Service tax registration Certificate(**Annexure – 5A**)
- viii) The Bidder shall also upload scanned copies of Ration Card/Aadhar card for address proof. (**Annexure -6**).
- ix) A declaration to the effect that the Bidder is not blacklisted by any Central/ State Government/agency of Central/State Government of India / Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.(**Annexure -7**)
- x) Scanned copy of the Power of attorney in favor of Bidder's authorized representative, if the Bid is uploaded by the Bidders authorized representative. 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-8**). The Original power of attorney in Stamp paper of requisite value as per the format at Annexure 15; 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-8**).
- xi) 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, if any as issued shall be uploaded as **Annexure -9**.
- xii) Statement stating the, postal address, Contact telephone Numbers, PAN Number etc of the company/ firm /partnership/individual. (**Annexure-10**)
- xiii) Scanned copy of Pre-Contract Integrity Pact Agreement. (Original Pre-Contract Integrity Pact Agreement ie. **Annexure-11** to 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.
- xiv) 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-12**.

- xv) Scanned copy of the duly signed “Pre contract Integrity Pact” to be executed between the Bidder and **the Authority** as per the Performa (**Annexure-11**).
- a. Tender in which Integrity Pact is not furnished duly filled and signed is liable to be rejected.
- xvii) Scanned copy of statement disclosing payment made / proposed to be made to the intermediaries in connection with the bid as per proforma at **Annexure-13**.
- xviii) Proforma of undertaking that no changes have been made in the Tender document that has been downloaded (**Annexure-14**)
- xix) Letter of Undertaking for Bid Submission (**Annexure-15**)
- xx) Proforma of undertaking that the no Polythene carry Bags/Plastic carry Bags shall be used in the Leased space (**Annexure-16**)
- xxi) The name of the Covered spaces/Open space for which bids are submitted (**Annexure – 17**)
- xxii) Bank Details of the Party opting for refund of EMD through e-payment. (**Annexure-18**)
- xxiii) Proforma of undertaking rates notified by PORT. (**Annexure-19**)
- xxiv) Overwriting in the Tender documents is not permitted; striking, if any, will be duly authenticated by signatures of the Bidders.
- xxv) No counter conditions by the Bidders are permitted and conditional Tender is liable for rejection.
- xxvi) 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.

B. Envelope No. I -Price Bid:

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

The Bidder should note the following procedure carefully:

- i) The Bidder should quote his Tender premium rate in Rupees/Sqm/Monthover and above the Base rate/Reserve Price as indicated in **Clause No 3 of Section 1of the Tender document**. Thisrate shall be disclosed only in Envelope No.II
- ii) If a bidder quotes ‘Rs 5/ Sqm/Month’ as his “Present Constant Tender premium rate” over the Reserve Price as stated under Clause 3 of the Tender Notice, for evaluation the “OFFER “of the Bidder shall be considered as follows:-

Sl. No	Description	Rate (Rs/Sqm/Month)	Remarks
1	Reserve Price	100.29	As stated in Clause 3 of the Tender Notice
2	Present Constant Tender premium rate” quoted by the Bidder over the Reserve Price	5.00	For example
3	Lease rent rate OFFERED by the Bidder	103.32	

- iii) **The Bidder shall note that in the Price Bid given in the e-portal, the Bidder shall quote the Present Constant Tender premium rate over and above the Reserve Price.** The figures entered by the Bidder in the column notified as “**Bidder's Constant Tender Premium Rate over and above the Reserve Price in Rs/Sqm/Month**”, will be automatically added to the Reserve Price stated in the Tender document and the Bidders offer (monthly lease rent rate in Rs/Sqm/month) in Figures (Reserve Price + Constant Tender Premium)will appear in the next column. Thereafter the Bidders offer will have automaticconversion to words in the successive column.
- iv) In the Price Bid, the bidder need not enter anything other than the “**Bidder's Constant Tender Premium Rate over and above the Reserve Price in Rs/Sqm/Month** “and **name of the firm**.
- 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.

34. 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](https://eprocure.gov.in/eprocure/app).
- ii) The time that is displayed from the server clock at the top of the tenderPortal, will be valid for all actions of requesting bid submission, bidopening etc., in the e-Procurement portal. The Time followed in this portalis as per Indian Standard Time (IST) which is GMT+5:30. The biddersshould adhere to this time during bid submission.
- iii) The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with **Clause 6(f), 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.
- iv) 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.

35. Late Bids:

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

36. Modification and Withdrawal of Bids:

- i) Bidders may modify the offers by withdrawing their already freezed 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(E), Section-I , Tender Notice**.
- ii) 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).
- iii) 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(E)(viii) Section-I , Tender Notice** may result in the forfeiture of the Bid Security pursuant to **Clause 7(a)(ii)Section-I , Tender Notice**.
 - iv) Bidders may only modify the prices and other required details of their Bids by Re uploading Bid only in accordance with this clause through M/s Central Public Procurement Portal, [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app).

37. 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 TechnicalBid 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 TechnicalBid will be considered for evaluation.

38. Envelope No. II: The Price Bid of all those Bidder whose Technical bids have been determined to be substantially responsive in accordance with **Clause 42** hereof, will be opened 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.**

39. Clarification of Bids:

To assist in the examination and comparison of Bids, the Employer 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 Employer 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 Employer, he should do so in writing.

Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or

contract award decisions, may result in the rejection of his bid.

40. 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 Authority 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 Authority 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 Authority in respect of such Tenders.
- c. The Port Authority 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 the Central Public Procurement e-portal URL: <https://eprocure.gov.in/eprocure/app> prior to closing time and date of the tenders will be taken as valid.

41. Correction of Errors: (Price Bid)

Not Applicable for Online Tenders

42. Evaluation and Comparison of Bids:

The Employer will evaluate and compare only the Bids determined to be responsive in accordance with **Clause 40**. 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.

43. 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

44. 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.

45. 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.

46. 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 19(a to h) of the Instructions to Bidders. However with the first right of refusal extended to the existing Licensee for selection of Successful Bidder and will be subject to the approval of New Mangalore Port Authority 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 Shipping, Government of India, from time to time. The main terms and conditions are given in the draft lease deed at **Annexure-A**.

47. Notification of Award:

Prior to the expiration of the prescribed period of tender validity or such extended

period, the Authority (NMPA) will notify the **successful Bidder**, by cable, email or telex, fax confirming in writing by registered letter that his/their tender has been accepted. Issue of Letter of Intent (LOI) does not constitute the formation of contract; the Bidder has to fulfill all the requirements as stipulated in the “Form of tender” of the tender document. The Authority will promptly notify the unsuccessful Bidders that their e-tenders have been unsuccessful and release their submitted EMD.

- i) The Letter of Intent (LOI) (hereinafter and in the Conditions of Contract called the “Letter of Intent”) will state the 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 Premises.**
 - 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 **60days** from the date of issue of Letter of Intent (LOI), the successful bidder will furnish the security deposit (bank transfer only) and also bidder shall sign the Lease deed with the Lessor. The Lease deed shall be registered in the Sub Registrar Office, Mangalore. The Stamp duty and all other incidental charges incurred towards the registration shall be borne by the Lessee. The Lessee shall make 10 copies of the Lease deed and submit to the lessor within 7 days following the date of signing of lease deed.
 - 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/License fees to the Port account within the prescribed time limit, the Letter of Intent shall be withdrawn, EMD shall be forfeited.
- 48.** 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.
- 49.** 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:

- a) The Coveredspace/open space shall be allotted on lease basis up to a period of **10 (Ten)** years from the date of commencement of lease. **On the expiry of the lease period there shall be no automatic renewal.** The lease **may** be extended at the sole discretion of the Authority. The lease shall be governed by the provisions of Major Port Authority Act, 2021 and by the Policy guidelines for Land Management issued by the Ministry of Shipping from time to time. (Currently the “Land Policy Guidelines 2015” issued by the Ministry of Shipping is in force). The Covered space/Open space indicated in the tender notice shall be on lease basis only. **The Lease period shall commence from the Fifteenth day from the date of Letter of Intent (LOI).**

2 SUB-LEASE /TRANSFER OF THE Covered Space/Open Space:

Sub-lease / mortgaging the plot of land shall not be permitted as per conditions of the land policy guidelines 2015 issued by Ministry of Ports, shipping & Waterways.

3. PAYMENT OF LEASE RENTS:

1. The Lessee shall pay to the Authority the lease Rents along with applicable Goods and Service Tax, cess etc for every year **seven days prior to the commencement of the corresponding lease year**, which shall be calculated by the Lessee as indicated earlier in the document for each year or part thereof for the period of lease. Liability to pay such Annual Lease rent 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 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 shall entail payment of interest@13% per annum or SBI MCLR rate + 2%, whichever is higher on the amount outstanding along with the applicable Goods and Service tax.
2. The successful bidder should also pay first **two year annual lease rent as security deposit** for the duration of the lease (**10 (Ten) Years**). The Annual Lease fees and security deposit shall be paid through Demand Draft drawn in favour of the Financial Advisor & Chief Accounts Officer, New Mangalore Port Authority, **payable at Mangalore** from State Bank of India or any of its subsidiaries, Nationalized Banks, Scheduled Banks within 60 days from the date of issue of

Letter of Intent (LOI). The Annual Lease fees and security deposit may also be transferred to NMPA bank account through RTGS/NEFT etc.B.G shall not be accepted.

Accepting security deposit of two years annual lease rentals in three installments as stated below. Within 60 days from the date of issue of Letter of Intent (LOI), the successful bidder will furnish the 50% of the Security Deposit as First Installment along with Annual rental. Second Installment of SD to be paid at 25% of Security Deposit within six months of the first installments. Third installments to be paid at 25% of Security Deposit within six month of second installment.

Security deposit shall be valid for the entire lease period. 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.

4. PAYMENT OF TAXES:

The Lessee shall pay all taxes (**except Goods and Service Tax, 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 work. 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 Goods and Service Tax, 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 lease rent.**

5. LETTER OF INTENT (LOI):

- a) The successful Bidder shall be issued with Letter of Intent enclosing the drawing indicating the Space number, annual lease amount, Security deposit and other conditions if any.
- b) **Letter of Allotment (LOA)** shall be issued to the successful Bidder provided the successful Bidder submits his acceptance to the Letter of Intent along with the onetime Annual Lease fees and security deposit; equivalent to the sum of the first two year annual lease Rentals. The aforesaid amount shall be deposited to the following Port Bank account through RTGS/NEFT, with intimation to the Estate Office along with T.D.S recovery details.

SI No	Name of the Bank	Account No	RTGS Code
1	Bank of Baroda, Panambur	08070 10000 4621	BARB0 PANAMB

- c) In case the Bidder fails to submit the acceptance to the Letter of Intent, security deposit and Annual Lease fees within the prescribed time limit, this LOI will be withdrawn and EMD will be forfeited.

6. TAKING OVER OF PREMISES BY THE LESSEE

. The leased Premises shall be handed over to the Lessee in its present conditions on “**AS IS WHERE IS BASIS**” and the Lessee shall at his own cost, charges and expenses improve/upgrade the same to provide facility for the purpose as stated at **Clause 3 of Section-I of the Tender document**. The Ownership of the Leased Premises shall always and at all time vest and deemed to vest with NMPA.

7. EXECUTION PLAN:

- a) The Lessee shall submit to the Authority, a detailed work programme for approval, before commencement of any interior modification works. Neither structural nor exterior modification is permitted.
- b) Before commencement of interior minor modification/ installation works, the Lessee has to obtain/submit at his own cost all approvals as per the tender conditions and as applicable from Lessor, Local authorities, 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 is 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.
- c) The interior modification and installation work should be in accordance with the plan so approved and Lessee shall complete the project and commission the same within a period of **two months** from the date of commencement of the lease period. **The Lease period shall commence from the Fifteenth day from the date of Letter of Intent (LOI).**

8. 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 manner 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.

9. USE OF LEASED PREMISES:

- i. If the leased Premises is not utilized within **two (2) months** from the date of commencement of lease period for the purpose for which it is allotted the allotment will be terminated. 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 subject to payment of additional lease rent calculated at 50% of the normal lease rent for the extended period.
- ii. The premises shall be used only for the purpose specified in the **Clause 3 of Section-I** of the Tender document **and for no other purpose**.
- iii. The Lessee shall not put up any additional permanent structures/Temporary structures on the leased area without prior approval of the Lessor.
- iv. **The Lessee shall not carry out any activity that may be considered detrimental to the interest of the New Mangalore Port Authority or to the National Security.**
- v. **The Lessee shall not keep any materials of dangerous nature or keeping of any material which may contravene any act or local regulations in the said Premises and Covered space/open space area allotted to him.**

- vi. **The Lessee through any of its employees, shall not take advantage of their access to the Leased Premises, engage in or knowingly take part or fail to take action to prevent the commission of any illegal activities at the Leased Premises.**
- vii. The Lessee shall fix the Name Board Measuring 4 X 3 Ft. inscribing (a) name of the firm/ office address/ contact number (b) Date of allotment and (d) expiry of Lease, in the allotted covered space/Open space.
- viii. The leased Premises/building shall not be transferred by the Lessee to any third party by way of sub-lease rent or any other means.
- ix. The premises in and around of the land/building should be hygienically maintained and Lessee shall follow the Rules and Regulations as specified by the competent authorities (NMPA) in this regard from time to time.
- x. The Lessee shall carry out periodical maintenance of the leased Premises/building and maintain it to the satisfaction of the lessor (NMPA).
- xi. The statutory obligations like ESI, EPF and workman compensation etc with **respect to employee or Lessee** shall be borne by the lessee.
- xii. The lessee shall be responsible for the safety of the port Structure, electrical installations; water supply fittings etc and the Lessee will be responsible for any accidents causing damages to life and property in the allotted premises.
- xiii. Office equipments, furniture's etc., stored under the leased shops shall be at the entire risk and responsibility of the lessee. The Authority will not in any way take responsibility for pilferage, theft, fire or loss thereof. The lessee shall post their own watch to safeguard the Office equipment's etc., stored at their allotted space and to prevent any unauthorized occupation of such space by others.

10. SETTING OUT OF PREMISES:

The area of leased premises **stated in Clause 3 Section-1** of the tender is approximate area and there may be marginal variations as per the actual measurement. The Successful Bidder shall arrange for the joint measurement/survey of the allotted space to access the actual area leased. 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 Lease fee and security deposit paid and in case of area admeasured is less than that has been allotted, appropriate refund will be given to the Lessee by the Authority or adjusted in the Lease rentals of subsequent Lease year.

11. INSPECTION OF BUILDING

The Lessee shall at all reasonable time allow access for inspection of the allotted premises to the Chairman, New Mangalore Port Authority or his duly authorized officer.

12. 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.

13. WATER& POWER 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 KEB/MCC respectively.

However if Water and electrical power is available with the Authority and if it is feasible to supply the same to the Leased premises, the Authority may supply the same to the Leased Premises on payment basis as per the rate notified in the tariff of the Port time to time. The Lessee shall install duly tested electricity/water meter to monitor the consumption of water and electricity. The Authority shall be raising the bills for water and electricity consumed by the Lessee. The bills must be paid within 15 (Fifteen) days from the date of its issue.

The successful bidder shall also bear the cost of infrastructure, if required, for the power connectivity / water supply to their leased premises with prior written permission of appropriate department of the authority.

Refundable Security Deposit for obtaining Power and Water supply connection, based on 3 months electricity and water consumption charges, as assessed by the respective department of the Authority or any other approved yardstick shall be deposited by the Lessee before obtaining the power and water supply connection. This will not carry any interest. This Deposit or any part of it shall be refunded to the Lessee, after the expiry of Lease period or upon termination of lease for any breach of conditions of Lease, and after adjusting all dues, claims of the Authority. In addition to the above, Service charges on consumption charges and GST shall be levied every month.

The electricity and water consumption charges in common area / toilet shall be paid by all the respective lessees of that floor.

14. CAR PARKING AREA:

Any Open area available around the buildings can be shared for parking by all the occupants of the buildings without any additional cost.

15. REPAIR AND MAINTENANCE OF OPEN SPACE AND COMMON AREA AND CAR PARK:

The repair and maintenance of Open spaces and outer sides of office/Building will be done by the Authority at its cost.

16. REPAIR AND MAINTENANCE OF FLOOR AREA ALLOTTED:

The building area allotted shall be maintained by the Lessees at their cost. If any normal and minor repairs occur during the currency of Lease period, the Lessee shall carry out repairs to the satisfaction of the Authority, failing which the Authority will repair the same at the cost, as decided by the Authority and the Lessee shall pay such cost to the Authority. Failing which, it will be adjusted from the Security Deposit or such their sums lying with the Authority. In this connection, the decision of Chief Engineer (Civil) or any other Authorized Officer of the Authority is final.

The Lessee shall not damage the premises or any part of the Port premises and in the event of any damage being caused to the same intentionally or otherwise, by the Lessee, or his employees or invitees or customers, the Authority shall be entitled to repair the damage or make the requisite replacement at the cost and risk of the Lessee. The Lessee shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature.

17. MAINTENANCE OF TOILETS:

The common areas and toilets in all floors shall be maintained jointly by all Lessee of that buildings/premises.

18. INDEMNITY:

Notwithstanding that all reasonable and proper precautions have to be taken by the Lessee at all times during the execution of the work. 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.

19. INSURANCE:

Throughout the currency of the Lease agreement, it shall be the responsibility of the Lessee to obtain proper fire insurance coverage including theft and burglary in respect

of all the movable and immovable assets stored or used in the Leased premises and Authority shall not be responsible for any loss or damage caused to the Lessee on any accounts whatsoever. On request of the Lessor the Lessee shall produce the 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.

20. The Lessee shall have no objection to the Authority for granting any other Lease/license for similar facility at the Authority premises where the Lessee is rendering such services.

21. The Authority shall provide bare space for the subject and other expenses of any kind for establishment and rendering of the services shall be incurred by the Lessee. However, provisions of electricity, water and drainage connections, as the case may be, if so required, for the smooth operation of the services may be provided by the Authority on chargeable basis, if available.

22. 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 Authority, disconnecting electricity/water supply by informing appropriate authorities, **forfeiture of Security deposit etc.**

23. DEFAULT:

The following shall constitute the event of default by the Lessee:-

- i. if at any time any payments, assignments, charges, lien or damage herein specified to be paid by the Lessee shall remain in arrears and unpaid for a period of 45 days, or
- ii. if Lessee is adjudicated to be as bankrupt or become insolvent; or
- iii. if the Lessee assign or sublet the Leased Premises or any portion thereof; or
- iv. if the Lessee fails to provide necessary repairs and maintenance to the Leased Premises as per the conditions of the Lease Agreement; or
- v. Change in control of the Lessee arising from sale, assignment, transfer or other disposition of capital stock in the Lessee; or
- vi. if the Lessee through any of its employees, by taking advantage of their access to the Leased Premises, engage in or knowingly take part or fail to take action to prevent the commission of any illegal activities at the Leased Premises

In the event of default, the Lessee shall be informed in writing by the Authority of any

alleged violation giving the Lessee a period of 15 days from the date of receipt of such written communication to clarify, explain or commence to rectify such alleged default. Thereafter, the Authority may in the event of such clarification, explanation or rectification, not being found satisfactory proceed to take necessary action to suspend, cancel or terminate the Lease.

Upon termination of Lease on ground of default by the Lessee, the Authority shall have right to enter upon the Leased Premises and to take the possession thereof and bring suit/s for and collect all due payments of obligations which may have accrued up to the time of such termination. The lessee, however be allowed reasonable time to remove all goods from the premises.

24. TERMINATION OF ALLOTMENT:

- (a) If the leased Space is not utilized within **Two (2) months** from the date of commencement of Lease, for the purpose for which it is allotted the allotment will be terminated.
- (b) The **leased space** can be resumed at any time before the expiry of the lease period, if required by the Govt. in the national interest/ by the Authority for its own use, with six months' notice.
- (c) If the lease is cancelled for not complying with the conditions of the lease, no compensation shall be payable by the Port Authority.
- (d) Default of Lessee as defined **at Clause 20** above.

25. EARLIER TERMINATION:

The Authority awards the Lease to the Lessee upon the conditions that the Lessee shall perform each and every term and condition set-forth in the terms and conditions of the Lease. In the event of any default, failure, negligence or breach, in the opinion of the Authority on the part of the Lessee in complying with all or any of the conditions of the lease agreement, the Authority will be entitled and be at liberty to determine the lease forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the Lessee for due performance of Agreement. In case of violation of any of such conditions by the Lessee, NMPA shall after giving **15 days'** notice may terminate the Lease.

26. NO COMPENSATION ON EXPIRY OF LEASE PERIOD:

No compensation whatsoever shall be payable by the Authority to the Lessee on expiry of the Lease Period.

27. HANDING OVER OF SPACE BY LESSEE:

- i. On expiry of lease period, the Lessee shall hand over the vacant and peaceful

- possession of the land/building quietly on the day of expiry of term of lease and in case of sooner determination of lease/cancellation of allotment of land/building, the Lessee shall hand over land/building peaceful possession within the time stipulated in the notice of cancellation of allotment.
- ii. However, in the event of Lessee's failure to hand over the building peaceful possession within the stipulated time, it shall be lawful for the Chairman, New Mangalore Port Authority or authorized person on his behalf to enter upon the land/building and take over possession, at the risk and cost of the Lessee of the said building. All such money and expenses, as may be paid out and incurred by New Mangalore Port Authority, while acting for taking over of vacant peaceful possession of the said land/building shall be recoverable from the Lessee.
 - iii. After the expiry/determination of Lease or termination of Lease on account of change of user, assignment, etc., if the Lessee continues to occupy it unauthorized, or if there is any encroachment, the Lessee shall be liable to pay compensation for wrongful use and occupation at three times the Annual Lease rent, in accordance with the prevailing applicable lease rate and prevailing Policy Guidelines for Land management, till vacant possession is obtained.
 - iv. Within one month of expiry / termination / determination of Lease, the Lessee shall remove all material at his cost, failing which these will vest with the Authority free of all encumbrances.
 - v. It is hereby, expressly declared that exercise of power by the Chairman, New Mangalore Port Authority under this clause shall not preclude him from taking any action under any other relevant terms and conditions.
 - vi. In the event the Lessee desires to terminate the Lease (pre closure), the Lessee has to give 6 (six) months prior notice. After the notice period of three (3) month, the lease shall come to an end.**
 - vii. In the event of the allotted land/building is required by the Authority, the Lessee shall handover the land/building within six (6) months from the date of issuance of such Notice to the Lessee by the Authority to vacate the allotted land/building, failing which the Lessee shall be evicted under the provisions of Public Premises (Eviction of unauthorized occupants) Act, 1971. The Port Authority shall not be liable to pay any compensation on this account.
 - viii. There shall be no sub-let or transfer of Lease. Subletting of land/building shall be considered as a default and the allotment shall be cancelled & security deposit forfeited on account of this. The Authority shall levy penalty not exceeding 3 times the annual lease rent (i.e., highest of price bid and Auction) besides the Authority shall take action under the provisions of Public Premises (Eviction of unauthorized occupants) Act, 1971.

- ix. The lessee shall utilize the allotted land/building area for the purposes for which it has been allotted. In case if the Lessee fails to do so, the lease shall be terminated and the building allotted shall be resumed by the Authority under the provisions of Public Premises (Eviction of unauthorized occupants) Act, 1971.
 - x. The Lessee shall not put up any additional permanent structures / Temporary structures on the Leased area. With the prior permission of the Port Authority, the Lessee can erect temporary structure in the leased area. The Lessee shall remove any temporary structures erected on the leased area and restore the buildings to its original condition at the expiry / termination of the Lease. If the Lessee fails to restore the building and land area to its original condition, the Authority will arrange to remove such temporary structure at the cost, risk and responsibility of the Lessee.
28. That the Authority reserves to itself the right to change the location of the Leased premises at any time and may at its discretion to call upon the Lessee to vacate the site and may give him alternative premises for the purpose of this Lease. In such a case, the lessee shall be bound to vacate the premises immediately and accept the said alternate premises. On being shifted to alternate location, the party is not entitled to negotiate the rate of prevailing lease rent because of such shifting.

29. LEASE PERIOD:

The lease is on annual rental basis. The period of lease of the demised premises shall be for a period of 10 (Ten) years.

30. BLANK

31. MORTGAGE OF COVERED SPACE/OPEN SPACE:

This shall be governed by “Land Policy Guidelines 2015” or any other such guidelines issued by Ministry, Government of India from Time to Time. **NOC shall be granted for mortgage of lease hold premises, along with the permissible structures erected by the Lessee thereon in favor of reputed financial institutions/ Scheduled banks, subject to the Authority retaining the first charge on them.**

32. TAXES, LEVIES ETC.

The Lessee shall meet all legal and fiscal obligations and shall pay all lawful taxes, assessments or charges which may be levied by the any tax assessment levying agencies, including corporate tax or any other taxes or charges levied from time to time by any Statutory authority. The Goods and Service tax, applicable Cess at the prevailing rate is payable by the Lessee on the annual lease rent. Apart from that, statutory liability if any imposed by the government during the currency of the contract, the same is payable by

the lessee.

33. LABOUR REGULATIONS :

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

- 34.** The Lessee, his agents and servants shall observe, perform and comply with all rules and regulations of the Office and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any statutory law applicable to the Lessee including any rules and regulations made by the Authority, or any other Department of Government and or local body or administration in force from time to time and to the business which the Lessee is allowed to carry on under this Agreement and to the area in which the said premises are located.
- 35.** The Lessee shall Indemnify the Authority from/ against any claims made or damages suffered by the Authority by reason of any default on the part of the Lessee in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which premises are located. The Authority shall not be responsible in any way for loss or damage by any means causes to the Lessee's stock or property.
- 36.** The Lessee shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the Authority and such other departments as may be entrusted by the rules and regulations with the works of inspections and enforcement about the conditions of sanitation, cleanliness and hygiene. If the premises is not maintained in reasonably clean condition by the Lessee, Port Officer in charge of the premises shall have powers to get the premises cleaned at the risk & cost of the Lessee and recover liquidated damages at the rate of Rs.100/-per day for each default upto 7 days and thereafter Rs. 200/- per day and can take other actions including termination of the Lease.
- 37.** The Lessee shall comply with the requirements of all standard health clauses including those given below:-
- i. The Port Health Officer/Medical Officer of Authority or persons authorized by them may without notice, enter the premises any time and inspect the premises, instruments and implements etc. used by the Lessee.
 - ii. All the instructions given by the Port Health Officer/medical Officer of Authority or any persons authorized by them in the maintenance of public health of the Port including sanitation control prevention of infectious diseases, control and prevention

- of nuisance from insects, rodents, or any other source, shall be carried out by the Lessee and his agent and servants.
- iii. The Lessee shall notify to the Port Health Officer whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The Port Health officer may medically inspect the said person or any person who is suspected to have been in contact with the person and take any precautionary and preventive measures considered necessary.
 - iv. The Lessee his agents and servants shall not without consent of the Port Health Officer, interfere with injure, destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under the order of the Port Health Officer with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
 - v. The Lessee, his agents and servants shall not abuse the water sources, and drainage facilities in the Port area so as to create a nuisance or in sanitary situation prejudicial to public health.
 - vi. In the event of any default, failure, negligence or breach in the opinion of the Authority, on the part of the Lessee in complying with either of these conditions specified in the foregoing sub-clause (i) to (v), the Authority will be entitled and be at liberty to determine the Lease forthwith and resume a possession of the premises without payment of any compensation or damages and forfeit in full or in part the amount deposited by the Lessee for due performance of the Agreement.
- 38.** The Lessee shall employ only such servants as shall have good character and as well behaved and skillful in their business. On the instruction of the Lessor the Lessee shall furnish in writing with the names, parentage, age, residence and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of this Agreement before they are so employed and the Authority shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by Lessee shall be under the general discipline of the Authority and shall confirm to such directions as may be issued by the Authority in respect of points or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. The Lessee shall also have the Character of all persons employed by him verified by the police to the satisfaction of the Authority, before the employment.

39. NO NUISANCE/ANNOYANCE TO OTHERS

The Lessee shall not indulge or allow anybody else to indulge in anything, which may be or become or occur to be danger, nuisance or annoyance to the Authority or any other agency in the vicinity of the Leased Premises.

40. LIABILITY OF THE PERSON AT LEASED PREMISES:

The Authority shall not be liable to the Lessee's employees, patrons, customers, visitors or any person(s) or any damages to the persons(s) or property causes by any act of omission, negligence, or for non-compliance with any statutory requirement of the Union, State Government by the Lessee or its agents, employees, assigns.

41. The Lessee shall indemnify and keep NMPA harmless against all claims throughout the Lease Period.

42. 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.

43. 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. Unresolved disputes between the Lessee and The Authority shall be referred to a sole Arbitrator appointed by 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 Authority 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.

44. If because of any strike or lock-out either in the Port or in the surroundings of the leased premises, the Lessee is unable to function or his business is affected, the

Authority shall not be liable for any loss which the Lessee may suffer in such an event the Lessee shall not be entitled to any reduction in the fees payable to the Authority.

45. In the event of the Lessee being prohibited from selling one or more articles in the premises because of Government Laws/ Rules/ Regulations/ Orders, the Authority shall not be liable for any loss suffered by the Lessee in such an event the Lessee shall not be entitled to any reduction in the fees payable to the Authority or permission for sale of additional items.

46. 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 **60 (sixty) days** from the date of issue of Letter of Intent (LOI). The draft lease deed incorporating all the conditions will be sent to successful bidder immediately after issue of **LOI**.

47. ILLEGALITY:

If for any reason whatsoever any provision and condition of the Lease is held to be void, illegal or invalid under present or future laws or regulations effective and applicable during the Lease Period, such provision shall be treated as fully separable and the remaining provision of the Lease shall remain in full force. The other provisions of lease shall not be affected by such illegal or invalid provision or by its severance from this Agreement.

48. ON EXPIRY OF LEASE PERIOD:

The Lessee shall remove all the modifications or structures made by the Lessee in the Leased premises at his own cost on the expiry of Lease period or on termination of the Lease and hand over the peaceful vacant possession of the Leased premises to the Lessor in the same condition as it was at the time, when Lessor handed over the possession to the Lessee. The Lessor shall not consider renewal of Lease, on the ground that the Lessee has made investment in the modification of the Leased premises.

49. RIGHT TO REJECT ANY PROPOSAL, ANNUL THE PROCESS:

Notwithstanding any provision contained in the tender Document, NMPA 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.

50. SELECTION OF BIDDER :

The Highest **Final Price offer (FPO)** received in the Forward e- Auction process will be considered as the basis **with the first right of refusal extended to the existing**

Licensee for selection of Successful Bidder. However in cases of Single Bid or one Technically qualified Bidder, **the Authority decides to open the Price Bid of the Single qualified Bidder without carrying out the e-Auction**, 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 Authority Board / Competent Authority.

51. In forfeiture of EMD/Security Deposit and laying penalty, applicable Goods and Service Tax (GST) shall be payable by the Bidder/ Lessee.

--ooOoo--

SCHEDULE - A

**CIVIL ENGINEERING DEPARTMENT
NEW MANGALORE PORT AUTHORITY**

“ALLOTMENT OF SHOPS ON LONG TERM LEASE IN THE PORT MARKET COMPLEX THROUGH E-TENDER CUM E-AUCTION PROCESS”

**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.	Cl No 33-A(i) of Instruction to Bidders (I.T.B)	“Earnest Money Deposit” Copy of RTGS Payment details for EMD (bid security). Annexure-1	
2.	Cl No 33-A(ii) of Instruction to Bidders (I.T.B)	“Tender Cost” Copy of NEFT Payment details towards cost of tender (Annexure -2)	
3.	Cl No 33-A(iv) of Instruction to Bidders (I.T.B)	Copy of the Income tax PAN Certificate(Annexure – 3)	
4.	Cl No 33-A(iv)a of Instruction to Bidders (I.T.B)	Undertaking to the effect that in case the Bidder turns out to be the successful Bidder, the Copy of the Valid Pan card shall be submitted by him before entering into Lease agreement with the Authority(Annexure -3A)	
5.	Cl No 33-A(v) of Instruction to Bidders (I.T.B)	Self-certified certificate certifying non-pendency of mutually admitted Port dues. (Annexure-4)	
6.	Cl No 33-A(vi) of Instruction to Bidders(I.T.B)	Copy of the Goods & Service tax registration Certificate (Annexure – 5)	
7.	Cl No 33-A(vii)	Undertaking to the Copy of the Goods &	

Allotment of shops on long term lease in the Port Market Complex- At NMPA

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
	of Instruction to Bidders (I.T.B)	Service tax registration(Annexure – 5A)	
8.	Cl No 33-A(viii) of Instruction to Bidders (I.T.B)	Copy of Ration Card/Aadhar card for address proof. (Annexure -6).	
9.	Cl No 33-A(ix) of Instruction to Bidders (I.T.B)	A declaration to the effect that the Bidder is not blacklisted by any Central/ State Government/ agency of Central/ State Government of India / Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities. (Annexure -7).	
10.	Cl No 33-A(x) of Instruction to Bidders (I.T.B)	Scanned copy of the Power of attorney in favor of Bidder's authorized representative, if the Bid is uploaded by the Bidders authorized representative on behalf of the Bidder (Annexure -8).	
11.	Cl No 33-A(xi) of Instruction to Bidders (I.T.B)	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, if any as issued shall be uploaded as (Annexure -9)	
12.	Cl No 33-A(xii) of Instruction to Bidders (I.T.B)	Statement stating the, postal address, Contact telephone Numbers, PAN Number etc of the company/ firm /partnership/individual. (Annexure-10)	
13.	Cl No 33-A(xiii) of Instruction to Bidders (I.T.B)	Scanned copy of the duly signed "Pre contract Integrity Pact" to be executed between the tenderer and the Authority as per the Performa (Annexure-11).	
14.	Cl No 33-A(xiv) of Instruction to Bidders (I.T.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	

Allotment of shops on long term lease in the Port Market Complex- At NMPA

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
		(Annexure-12).	
15.	CI No 33-A(xv) of Instruction to Bidders (I.T.B)	Copy of the statement disclosing payment made / proposed to be made to the intermediaries in connection with the bid as per proforma at (Annexure-13).	
16.	CI No 33-A(xviii) of Instruction to Bidders (I.T.B)	Proforma of undertaking that no changes have been made in the Tender document that has been downloaded (Annexure-14)	
17.	CI No 33-A(xix) of Instruction to Bidders (I.T.B)	Letter of Undertaking for Bid submission (Annexure-15)	
18.	CI No 33-A(xx) of Instruction to Bidders (I.T.B)	Proforma of undertaking that the no Polythene carry Bags/Plastic carry Bags shall be used in the Leased space (Annexure-16)	
19.	CI No 33-A(xxi) of Instruction to Bidders (I.T.B)	Format disclosing the name of the shop for which Bid has been submitted (Annexure-17)	
20.	CI No 33-A(xxii) of Instruction to Bidders (I.T.B)	Bank Details of the Party opting for refund of EMD through e-payment. (Annexure-18)	
21.	CI No 33-A(xxiii) of Instruction to Bidders (I.T.B)	Proforma of undertaking rates notified by PORT. (Annexure-19)	

NA*- Not Applicable

Note: All the documents submitted by the Bidder shall be neatly page numbered. Bidder is required to mention relevant page numbers while filling up the above format.

Bidder's Signature with seal

.....

**“ALLOTMENT OF SHOPS ON LONG TERM LEASE IN THE PORT MARKET COMPLEX
THROUGH E-TENDER CUM E-AUCTION PROCESS”
SECTION-V**

EARNEST MONEY DEPOSIT

A. EMD Details.

Sl. No	Covered Space/ Open Space Name	DD/NEFT/ RTGS No	Date	Name of the Bank	Amount (Rs)
1					
2					
3					
4					
5					
6					

(Name and Signature of the Authorized Signatory)

NOTE:-*The Photo copy of the EMD submitted by the Bidder shall be uploaded in Envelope-I*

**“ALLOTMENT OF SHOPS ON LONG TERM LEASE IN THE PORT MARKET COMPLEX
THROUGH E-TENDER CUM E-AUCTION PROCESS”**

**SECTION-V
TENDER DOCUMENT FEE**

B. Tender fee Details.

Sl. No.	DD/NEFT/RTGS No	Date	Name of the Bank	Amount (Rs)
1				
2				
3				
4				

(Name and Signature of the Authorized Signatory)

Note:

* *The Photo copy of the DD/Treasury Receipt/NEFT details towards purchase of Tender document shall be uploaded along with Envelope-I*

**“ALLOTMENT OF SHOPS ON LONG TERM LEASE IN THE PORT MARKET COMPLEX
THROUGH E-TENDER CUM E-AUCTION PROCESS”**

SECTION-V

COPY OF THE INCOME TAX PAN CERTIFICATE

(Name and Signature of the Authorized Signatory)

Note:

** As stipulated under Clause No 33 A (iii) of Section-II, the Bidder should upload this in Envelope-I*

**“ALLOTMENT OF SHOPS ON LONG TERM LEASE IN THE PORT MARKET COMPLEX
THROUGH E-TENDER CUM E-AUCTION PROCESS”**

SECTION-V

**PROFORMA OF UNDERTAKING TO THE EFFECT THAT IN CASE THE BIDDER TURNS
OUT TO BE THE SUCCESSFUL BIDDER, THE COPY OF THE VALID PAN CARD SHALL
BE SUBMITTED BY HIM BEFORE ENTERING INTO LEASE AGREEMENT WITH THE
AUTHORITY.**

To

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

Dear Sir,

I/We(name of Bidder) do hereby
undertake that in case, I/We turn out to be the successful Bidder, I/We shall submit the
copy of my/our VALID PAN card before entering into Lease agreement with the Authority.

Yours faithfully,

Signature :

Name & Designation :

Note:

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

**“ALLOTMENT OF SHOPS ON LONG TERM LEASE IN THE PORT MARKET COMPLEX
THROUGH E-TENDER CUM E-AUCTION PROCESS”**

SECTION-V

UNDER TAKING FOR NON-PENDENCY OF MUTUALLY ADMITTED PORT DUES:

To

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

Dear Sir,

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

Yours faithfully,

Signature _____ :

Name & Designation _____ :

Note:

** As stipulated under Clause No 33 A (v) of Section-II, the Bidder should upload this undertaking in Envelope-I*

**“ALLOTMENT OF SHOPS ON LONG TERM LEASE IN THE PORT MARKET COMPLEX
THROUGH E-TENDER CUM E-AUCTION PROCESS”**

SECTION-V

COPY OF GOODS AND SERVICE TAX REGISTRATION CERTIFICATE

(Name and Signature of the Authorized Signatory)

Note:

** As stipulated under Clause No 33 A (vi) of Section-II, the Bidder should upload this in Envelope-I*

“ALLOTMENT OF SHOPS ON LONG TERM LEASE IN THE PORT MARKET COMPLEX THROUGH E-TENDER CUM E-AUCTION PROCESS”

SECTION-V

PROFORMA OF UNDERTAKING TO THE EFFECT THAT IN CASE THE BIDDER TURNS OUT TO BE THE SUCCESSFUL BIDDER, THE COPY OF GOODS AND SERVICE TAX REGISTRATION CERTIFICATE SHALL BE SUBMITTED BY HIM BEFORE ENTERING INTO LEASE AGREEMENT WITH THE AUTHORITY.

To

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

Dear Sir,

I/We(name of Bidder) do hereby undertake that in case, I/We turn out to be the successful Bidder, I/We shall submit the copy of my/our VALID GST certificate before entering into Lease agreement with the Authority.

Yours faithfully,

Signature :

Name & Designation :

Note:

** As stipulated under Clause No 33 A (vii) of Section-II, the Bidder should upload this in Envelope-I*

**“ALLOTMENT OF SHOPS ON LONG TERM LEASE IN THE PORT MARKET COMPLEX
THROUGH E-TENDER CUM E-AUCTION PROCESS”**

SECTION-V

PHOTO COPY OF THE RATION CARD/AADHAR CARD FOR ADDRESS PROOF

(Name and Signature of the Authorized Signatory)

Note:

** As stipulated under Clause No 33 A (viii) of Section-II, the Bidder should upload this undertaking in Envelope-I*

“ALLOTMENT OF SHOPS ON LONG TERM LEASE IN THE PORT MARKET COMPLEX THROUGH E-TENDER CUM E-AUCTION PROCESS”

SECTION-V

DECLARATION FOR NOT BEING BLACK LISTED

To

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

Dear Sir,

I/We(name of Bidder) do hereby confirm and declare that I/ we, is/are not blacklisted/ De-registered/ debarred by any Central/ State Government/ agency of Central/ State Government of India / Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

(Name and Signature of the Authorized Signatory)

Note:

** As stipulated under Clause No 33 A (ix) of Section-II, the Bidder should upload this in Envelope-I*

SECTION-V
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 “Authorized 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 SHOPS ON LONG TERM LEASE IN THE PORT MARKET COMPLEX THROUGH E-TENDER CUM E-AUCTION PROCESS**” proposed to be developed by the New Mangalore Port Authority (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 Authorized 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 Authorized 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 8** 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.*

“ALLOTMENT OF SHOPS ON LONG TERM LEASE IN THE PORT MARKET COMPLEX THROUGH E-TENDER CUM E-AUCTION PROCESS”

SECTION-V

•

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

To

- The Chief Engineer (Civil),
New Mangalore Port Authority,
- Mangalore 575010
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/EE(C)/ESTATE/SHOPS-EMC/29/2024** and in case, I/We turn out to be the successful Bidder, I/We shall submit the duly signed Tender document No. **CE/EE(C)/ESTATE/SHOPS-EMC/29/2024** 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:* As stipulated under Clause No 33 A (xii) of Section-II, the Bidder should upload this undertaking in Envelope-I

“ALLOTMENT OF SHOPS ON LONG TERM LEASE IN THE PORT MARKET COMPLEX THROUGH E-TENDER CUM E-AUCTION PROCESS”

1.	Name of the tenderer offering the bid	
2.	Postal Address	
3.	Telephone No	
4.	Email ID	
5.	Income tax PAN No	
6.	Aadhar Card No	
7.	Service tax Registration No	
8.	Status – Individual/ Company/Partnership firm	
9.	Give all relevant details	
10.	(i) Year of establishment	
11.	Brief description of the Business for which the shop is opted on Lease	
12.	Details of existing business, if any, in the Port with details	
13.	Are you prepared to meet the expenses towards the development of the Covered space/Open space, surroundings, etc,	
14.	Likely date of commencement of Business	
15.	Documents to claim experience in successfully running, Offices etc in the last 3 (three) yearsending last day of month previous to the one in which applications are invited.	

(Name and Signature of the Authorized Signatory)

Note:

* As stipulated under Clause No 33 A (xiii) of Section-II, the Bidder should upload this in Envelope-I

**“ALLOTMENT OF SHOPS ON LONG TERM LEASE IN THE PORT MARKET COMPLEX
THROUGH E-TENDER CUM E-AUCTION PROCESS”**

SECTION-V

PRE CONTRACT INTEGRITY PACT (ON STAMP PAPER)

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 Authority acting through Shri. Shekhar Balwant Lagwankar, Chief Engineer (Civil) (Name & Designation of the Officer), New Mangalore Port Authority (hereinafter called the 'BUYER/EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his representatives, successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the 'BIDDER' which expression shall mean and include, unless the context otherwise requires, his heirs, executors, administrators, Legal representatives, successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

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

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

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

Commitments of the 'BUYER/ EMPLOYER'

- 1.1 The 'BUYER/EMPLOYER' undertakes that no official of the 'BUYER/EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, 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.
 1. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'BUYER/ EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/ EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'BUYER/ EMPLOYER' the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any

pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

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

committed to or intends to make to officials of the 'BUYER/ EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/ EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/EMPLOYER' has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'BUYER/EMPLOYER'.

- 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 Nationalized 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 relating to any civil or criminal proceedings.

12. Validity

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

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

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

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

BUYER/EMPLOYER

BIDDER

Name of the Officer
and Designation

CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____
2. _____

1. _____
2. _____,

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

Allotment of shops on long term lease in the Port Market Complex- At NMPA

Note:

- *As stipulated under Clause No 33 A of Section-II, the Bidder should upload this in Envelope-I*
- *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*

“ALLOTMENT OF SHOPS ON LONG TERM LEASE IN THE PORT MARKET COMPLEX THROUGH E-TENDER CUM E-AUCTION PROCESS”

SECTION-V

PROFORMA OF UNDERTAKING REGARDING ILLEGAL METHODS FOR INFLUENCING BID PROCESS.

To

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

Dear Sir,

I/We do hereby undertake that I/We have not made any payment or illegal gratification to any person/authority connected with the bid process of tender No. **CE/EE(C)/ESTATE/SHOPS-EMC/29/2024** 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:

* As stipulated under Clause No 33 A (xv) of Section-II, the Bidder should upload this in Envelope-I

“ALLOTMENT OF SHOPS ON LONG TERM LEASE IN THE PORT MARKET COMPLEX THROUGH E-TENDER CUM E-AUCTION PROCESS”

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 Authority,
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./Mrs. _____(Name and Address)
2. _____ to Mr./Ms./Mrs. _____(Name and Address)
3. _____ to Mr./Ms./Mrs. _____(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.*
- *As stipulated under Clause No 33 A (xvii) of Section-II, the Bidder should upload this in Envelope-I*

“ALLOTMENT OF SHOPS ON LONG TERM LEASE IN THE PORT MARKET COMPLEX THROUGH E-TENDER CUM E-AUCTION PROCESS”

SECTION-V

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

To

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

Sir,

We _____

_____ do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the tender No. **CE/EE(C)/ESTATE/SHOPS-EMC/29/2024**.

Yours faithfully,

Signature:

Name & Designation:

Note:

- *As stipulated under Clause No 33 A (xviii) of Section-II, the Bidder should upload this in Envelope-I*

**“ALLOTMENT OF SHOPS ON LONG TERM LEASE IN THE PORT MARKET COMPLEX
THROUGH E-TENDER CUM E-AUCTION PROCESS”**

SECTION-V

Letter of Undertaking

(This should be on a Company/ Firm/ Individual/ Letter Head

To
Chief Engineer (Civil)
NewMangalore PortAuthority
Panambur
Mangalore 575010
Karnataka

Sir,

1. I/We desire and hereby make an offer for allotment of covered space/open space.....(.....) for 10 years on Lease on terms and conditions of tender specified in the Notice Inviting Tender no **CE/EE(C)/ESTATE/SHOPS-EMC/29/2024** prescribed by NMPA and Port SoR for Lease of covered space/open space which shall be deemed to form part of the offer, as if the same were specifically incorporated herein:
2. Having examined the bidding documents, including addenda/Corrigendum, the receipt of which is hereby acknowledged, I/We*, the undersigned, offer the above-named tender in full conformity with the said bidding documents for the sum as mentioned in Price Bid or such other sums as may be determined in accordance with the terms and conditions of the bid documents. I/We* hereby submit our Bid as per terms of Bid document no **CE/EE(C)/ESTATE/SHOPS-EMC/29/2024**.
3. I/We* further undertake, if invited to do so by you, and at my/our own cost, to attend a clarification meeting at a place of your choice, for the purpose of reviewing my/our Bid and duly noting all amendments and additions thereto, and noting omissions there from that you may require.
4. We undertake to keep my/our Bid valid initially upto (date/month/year) i.e., for a period of 180 (One Hundred Eighty) days from the due date of opening of Bid. We hereby further undertake that I/We* shall not vary/alter or revoke my/our Bid during the said period or extended period, if any.
5. I/We* hereby confirm that before submission of this bid, I/We* have fully acquainted with local conditions and factors for execution of the works covered under these Bid documents and that we shall have no claims against NMPA on these counts at any time”.
6. I/ We* further undertake that I/We* have not altered / modified the contents of the Bid documents down loaded from website.

Allotment of shops on long term lease in the Port Market Complex- At NMPA

7. I/We also submit herewith the prescribed Earnest Money Deposit (EMD of Rs NMPA shall have the right to forfeit the EMD in case of alteration/modification/ revoking of bid during the bid validity.
8. I/We agree to pay to the Lessor the first year advance Annual Lease rent and Security Deposit as per the time frame given in Letter of Intent.
9. The time shall be the important factor of the Contract. I/We have inspected the Covered space/Open space for which I/We have quoted. I/We shall agree to pay the annual Lease rent every year throughout the Lease period as per the terms and conditions stipulated **in Bid document no We shall pay the annual lease rent from the second year of lease on or before seven days prior to the commencement of the corresponding Lease year.**
10. A Notice or letter of communication addressed to me/us at the address given in undersl no 2 of Annexure 17, by registered post, will be deemed as valid and proper notice of intimation to me/us.
11. I/We declare that I/We read and understood the ‘tender document no **CE/EE(C)/ESTATE/SHOPS-EMC/29/2024** prescribed by Port for “leasing of Covered space/Open space” governing the allotment of space, inspected the condition of physical infrastructure available on the site at the space offered.
12. I/We declare that the information stated herein above is absolutely true and any error or otherwise will be sufficient justification for the Port to revoke at any time acceptance of my/our offer for allotment of the concerned covered space/Open space.
- 13 I/We understand and accept that the Port has the right to amend, revoke or modify the project or proposal at its discretion as well as to reject any or all offers received without any liability or any obligation for such rejection or annulment without assigning any reason.

Signature

Date:

Place:

(Bidder’s full name)

“ALLOTMENT OF SHOPS ON LONG TERM LEASE IN THE PORT MARKET COMPLEX THROUGH E-TENDER CUM E-AUCTION PROCESS”

SECTION-V

PROFORMA OF UNDERTAKING THAT THE NO POLYTHENE CARRY BAGS/PLASTIC CARRY BAGS OF LESS THAN 50 MICRONS IN THICKNESS SHALL BE USED IN THE LEASED SPACE.

To

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

Dear Sir,

I/We(name of Bidder) do hereby undertake that in case of allotment of covered space/open space to I/us, I/We shall not use Plastic carry bags/Polythene carry bags of less than 50 microns and discourage the customers from using the same. We shall join hands with Authority to implement Environmental friendly measures. We also undertake that, in case of usage of plastic bags in the leased space by us, Authority may initiate action against us/me.

Yours faithfully,

Signature :

Name & Designation :

Note :

As stipulated under Clause No 33 A (xx) of Section-II, the Bidder should upload this in Envelope-I

**“ALLOTMENT OF SHOPS ON LONG TERM LEASE IN THE PORT MARKET COMPLEX THROUGH E-TENDER CUM E-AUCTION PROCESS”
SECTION-V**

THE SPACE FOR WHICH BIDS ARE SUBMITTED:

SL No	Covered Space/ Open Space Name	Area in Sqm	Whether BID is submitted (Yes or No)
1.	OMC-11A	11.57	
2.	OMC-16	26.56	
3.	OMC-18A	3.65	
4.	AMC-40	7.92	
5.	AMC-54	12.5	
6.	AMC-55	12.5	
7.	AMC-56	16.5	
8.	AMC-61	25.75	
9.	NMC-41	17.5	
10.	NMC-42	17.5	
11.	NMC-44	22.5	
12.	NMC-46	21.5	
13.	NMC-48	17.5	
14.	NMC-49	22.5	
15.	NMC-50	17.5	
16.	NMC-51	17.5	
17.	NMC-52	17.5	
18.	FMC-4	5.4	
19.	FMC-5	5.4	
20.	FMC-6	5.4	
21.	FMC-7	5.4	
22.	FMC-8	5.4	
23.	FMC-13	7.2	

Allotment of shops on long term lease in the Port Market Complex- At NMPA

SL No	Covered Space/ Open Space Name	Area in Sqm	Whether BID is submitted (Yes or No)
24.	RCHW-5	17.07	

(Name and Signature of the Authorized Signatory)

Note:

- **The Bidder shall indicate the Plot name for which the Bids are submitted and upload in Envelope-I.*

“ALLOTMENT OF SHOPS ON LONG TERM LEASE IN THE PORT MARKET COMPLEX THROUGH E-TENDER CUM E-AUCTION PROCESS”

SECTION-V

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

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

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-19

“ALLOTMENT OF SHOPS ON LONG TERM LEASE IN THE PORT MARKET COMPLEX THROUGH E-TENDER CUM E-AUCTION PROCESS”

SECTION-V

PROFORMA OF UNDERTAKING RATES NOTIFIED BY TAMP/PORTS

To

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

Sir,

We _____

_____ submitted vide tender No. **CE/EE(C)/ESTATE/SHOPS-EMC/29/2024** do hereby undertake that we are aware that the lease rentals are due for revision of rates by Port on time to time with applicable escalations. The premium quoted by us shall be considered over and above the revised rates as notified by Port on time to time

Yours faithfully,

Signature:

Name & Designation:

.+

Note:

- *As stipulated under Clause No 33 A (xxiii) of Section-II, the Bidder should upload this in Envelope-I*

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, a body corporate under the Major Port Authority Act, 2021, having its office at Panambur, Mangalore, represented by its Chief Engineer, Shri., son of Shri, aged years, having office AO BLDG 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, son of Shri.....aged.....years residing at..... (Hereinafter called "*the Lessee*" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the other part,

WHEREAS,

The Lessor proposes to allot the premises/ Covered Space/open space on a long lease of 10 years to the entrepreneurs for the purpose of their business or activity in the said property in terms of the provisions set out thereunder.

AND WHEREAS the Lessee has to put up the required facilities in the premises/ Covered Space/open space areas earmarked and it has been agreed between the Lessor and the Lessee that the Lessor shall grant to the Lessee the above premises/covered space/open space.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

That the Lessor does, in consideration of the offer of annual lease rent and the security deposit and paid as stated hereunder and annual 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 premises/ Covered/Open Space Nocontaining by admeasurements.....Sqm or thereabouts; and situated, on the Panambur Complex, Panambur

Allotment of shops on long term lease in the Port Market Complex- At NMPA

which piece/s of premises/ Covered/open Space 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 forUnderthe leased Agreement, for the term beginning onand ending onthe date of expiry of the lease Period of 10 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.../Sqm/month (i.e. ProvisionalReserve Price as on **10.03.2023 to 11.03.2024**) 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 +/Sqm/month = Rs..../Sqm/month)
- b) The Lessee shall pay the Lessor every year the Annual Lease rent (reserve price+offer quoted by the Lessee along with applicable Goods And Service Tax (GST), applicable Cess as revised by Govt. from time to time), assessed under the covenants and conditions hereinafter contained during the said term as Lease Rent clear of all deductions payable annually on or before (date & Month) of every Lease year).Whether formerly or legally demanded or not.The Lessee shall pay the Lessor the annual Lease rent of Rs..... (....) excluding GOODS AND SERVICE TAX (GST), applicable Cess at prevailing rate for the Lease period from(First year Lease Period).
- c) The Reserve Price shall bear an uniform escalation of 2 % (Compounded)on **anniversary** of every year till the expiry of first 5 years of the lease. Thereafter the Reserve Price shall be revised as and when applicable, thereafter provided the updated Reserve price (after annual escalation) shall be either as per the notified SoR in force at the time of revision or the updated reserve price, (considering 2% escalation on **anniversary**of that year), whichever is higher, and thereafter 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 increase in the existing 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.

i) Thereafter the Offer of the Lessee shall be revised as follows.

The "OFFER" of the Lessee shall be revised with effect from the date of revision of SoR as and when applicable, approved by Port, provided the revised OFFER shall be either, sum of Existing Port notified rate (SoR) and Lessee's Tendered premium rate or sum of updated reserve price, (considering 2% escalation on anniversary of that year) and Lessee's Tendered premium rate, whichever is higher. The Lessee's Quoted Tender Premium of Rs.../Sqm/month shall remain constant throughout the Lease period and the Reserve Price shall escalate or revise as stated above.

2. The Lessee shall pay the Lessor as Security Deposit for the Lease of the premises/ Covered /Open Space area indicated hereinbefore, an amount of Rs.....(.....).The security deposit shall be equivalent to sum of first two years lease rental along with applicable Goods and Service Tax (GST)& applicable Cess for duration of the Lease.
3. The LESSEE shall pay all taxes (except applicable Goods and Service tax), levies, duty which the lessee 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 business. 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 deed 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 applicable Goods and Service Tax (GST) and any other applicable cess as per prevailing rates at the time of raising demand shall be remitted to the Port along with the Annual Lease amount.
4. The LESSEE shall keep the said Covered/Openspace clean and not to damage it or allow anything to be done therein which may endanger the Covered/Openspace of adjacent building to be damaged and will hand over the said Covered/openspace in good condition to LESSOR on termination of this Agreement.
5. The premises shall be used only for the purpose for which the permission is allotted and for no other purpose.

6. The LESSEE shall not put up any additional permanent structures/Temporary structures on the leased premises without prior approval of the LESSOR.
7. The LESSEE shall not carry out any activity that may be considered detrimental to the interest of the New Mangalore Port Authority or to the National Security.
8. The LESSEE shall not keep any materials of dangerous nature or keeping of any material which may contravene any act or local regulations in the said land and Covered/open space area allotted to him
9. During the period of Lease, the LESSEE shall indemnify and keep indemnified the LESSOR against all losses and /or damages suffered by the LESSOR arising out of the Lease either to the works or any other property belonging to the LESSOR 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 of his/their servants, agents or workmen.
10. The LESSEE shall be liable to comply with all the statutory laws, rules and regulations that are in force at present and that may come into effect hereafter with respect to use and maintenance of the said Covered space/open space, construction of structures, in Covered/open space, actions of machinery, electric power supply, provision of sanitation and drainage, conducting of business, trade or industry etc.The LESSEE shall also conform to and bound by the orders, rules and regulations in this regard which may be prescribed from time to time by the LESSOR. The lessee shall comply EPA-1986 conditions without fail.
11. The LESSEE shall be responsible for the safety of the port Structure, electrical installations; water supply fittings etc and the LESSEE will be responsible for any accidents causing damages to life and property in the allotted premises. The LESSEE shall maintain necessary firefighting system of their own for safety purpose as required under statutory regulations at their own cost.
12. If the LESSEE makes default in payment of the lease rental, Fees, taxes, 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. If the agreement is cancelled for not complying with the conditions of the lease deed, no compensation shall be payable by the Port Authority.

13. If the LESSEE through any of its employees, by taking advantage of their access to the Leased Premises, engage in or knowingly take part or fail to take action to prevent the commission of any illegal activities at the Leased Premises the LESSOR shall be entitled to revoke this Deed and cancel the Lease forthwith.
14. The Leased space can be resumed at any time before the expiry of the Lease period, if required by the Govt. in the national interest/ by the LESSOR for its own use, with six months' notice.
15. The LESSEE shall have no objection to the LESSOR for granting any other Lease for similar facility at the Port premises where the LESSEE is rendering such services
16. The LESSOR also reserves the right 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.
17. Should the LESSEE fail to utilize the allotted premises for the purpose for which it is allotted within two (2) months of handing over of the premises by the LESSOR, the LESSOR reserves the right to repossess the premises without any liability. 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 subject to payment of additional Lease amount calculated at 50% of the normal Lease amount for the extended period.
18. In the event the LESSEE desires to terminate the Lease (pre closure), the LESSEE has to give **six (6) months** prior notice or pay monthly rent in lieu thereof After the notice period of six (6) months, the Lease shall come to an end.
19. 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.

20. The LESSOR shall provide bare space only for the subject lease and other expenses of any kind for establishment and rendering of the services shall be incurred by the LESSEE. It is the look out of the necessary furniture at his own cost and shall always keep the said Covered/open space occupied by him under this Agreement scrupulously and maintain it clean and in sanitary condition to the satisfaction of LESSOR and open to inspection of any authorized agent of LESSOR at any time. After the annual repairs done by the LESSOR the LESSEE himself would be particularly responsible for the upkeep in respect of floor, walls, doors and windows at his own cost. The electric bulbs for the said Covered space will be provided by the Department at the time of handing over of Covered space and their replacement if any shall be at the cost of LESSEE.
21. The LESSOR may require the LESSEE to dismiss or remove from the Covered/open space any person or persons in the LESSEE's employment who may be incompetent or misconduct himself and the LESSEE shall forthwith comply with such requirement.
22. That the LESSOR reserves to itself the right to change the location of the Leased premises at any time and may at its discretion to call upon the LESSEE to vacate the premises and may give him alternative premises for the purpose of this Lease. In such a case, the LESSEE shall be bound to vacate the premises immediately and accept the said alternate premises. On being shifted to alternate location, the LESSEE is not entitled to negotiate the rate of prevailing Lease fees because of such shifting.
23. The LESSOR will not undertake to alter or enlarge the Covered/openspace at LESSOR's expense to suit the LESSEE and the LESSEE is prohibited from making any alteration at his own expense without the express concurrence of the LESSOR. The fact of any additions or alterations being made by the LESSEE confers no right of ownership on him, nor can the fact of the LESSEE having made additions or alterations at his own expense be considered as giving him any claim to a set off against, or diminution of the Lease amount.
24. The LESSEE shall not exhibit in the said Covered/open space any printed or written notices or advertisements of any kind whatsoever without the prior approval of the LESSOR except concerning his own trade.
25. The LESSOR will not be held responsible for any loss or damage due to any cause whatsoever occurring to any goods, stores or articles belonging to the LESSEE due to performance of its obligations under this agreement.

26. The LESSEE shall not sublet the said Covered/open space. Or use the covered/open space for the purpose other than that mentioned in this agreement.
27. The LESSOR shall not be held responsible for the realization of any amount due to the LESSEE by any person obtaining service etc., at the said Covered/open space, if the LESSEE renders service on credit. The LESSEE does so at his own risk and the LESSOR will not be bound to compensate in any way.
28. The LESSEE shall allow representative of LESSOR to enter the Covered space in order to inspect and execute any structural additions or alterations or repairs to the building or electrical, water and sanitary fittings or re-decoration, which may be found necessary from time to time. The time and date for this will be fixed by the representative of LESSOR with due regard to convenience of the LESSEE.
29. The LESSEE shall be responsible for all damages or loss to LESSOR's property within the Covered/openspace and shall be liable to make good any such loss or damage excepting those due to reasonable use and wear and tear or such as are caused by storm, earthquakes or other natural force and shall in particular or demand pay for all panes of glass broken in the doors and windows of the said Covered space which are not due to wear and tear.
30. The LESSEE shall perform all its activities in accordance with all Port Regulations/directions of the Port 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.
31. The lease deed shall be governed by provisions of Land Policy Guidelines. The public premises(Eviction of unauthorized occupations)act 1971. The Major Port Authorities act 2021,the indian Ports act 1908.The transfer of property act 1882.Indian contract act 1872.etc., 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.
32. The LESSEE shall employ only such servants as shall have good character and as well behaved and skillful in their business. On the instruction of the LESSOR the LESSEE shall furnish in writing with the names, parentage, age, residence and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of this

Agreement before they are so employed and the LESSOR shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by LESSEE shall be under the general discipline of the LESSOR and shall conform to such directions as may be issued by the LESSOR in respect of points or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. The LESSEE shall also have the Character of all persons employed by him verified by the police to the satisfaction of the LESSOR, before the employment.

33. The LESSEE shall promptly repair all damages, defects at the Leased Premises at his cost during the Lease Period. The LESSEE shall not damage the premises or any part of the LESSOR's premises and in the event of any damage being caused to the same intentionally or otherwise, by the LESSEE, or his employees or invitees or customers, the LESSOR shall be entitled to repair the damage or make the requisite replacement at the cost and risk of the LESSEE. The LESSEE shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature.
34. The LESSEE shall not indulge or allow anybody else to indulge in anything, which may be or become or occur to be danger, nuisance or annoyance to the LESSOR or any other agency in the vicinity of the Leased Premises.
35. The LESSEE shall indemnify and keep LESSOR harmless against all claims throughout the Lease Period.
36. The LESSEE shall bear and pay wholly and exclusively the stamp duty and the registration charges payable in accordance with Karnataka Stamp Act 1957, on the Agreement to Lease/Lease deed to be executed between the LESSOR on One part and the LESSEE on the other part. The Lease deed/Agreement shall be registered in the Sub Registrar Office, Mangalore Taluk. The Stamp duty and all other incidental charges incurred towards the registration shall be borne by the LESSEE.
37. If because of any strike or lock-out either in the Port or in the surroundings of the Leased premises, the LESSEE is unable to function or his business is affected, the LESSOR shall not be liable for any loss which the LESSEE may suffer in such an event the LESSEE shall not be entitled to any reduction in the lease rentals or any other payable to the LESSOR
38. In the event of the LESSEE being prohibited from selling one or more articles in the

premises because of Government Laws/ Rules/ Regulations/ Orders, the LESSOR shall not be liable for any loss suffered by the LESSEE in such an event the LESSEE shall not be entitled to any reduction in the lease rentals or any other payable to the LESSOR or permission for sale of additional items.

39. In the event of any dispute or differences relating to the interpretation and application of the provisions of this Lease Agreement, such disputes or differences shall be referred to Chairman, NMPA or any officer duly authorised by him; whose decision shall be final and binding on both the parties.
40. The LESSEE shall deposit with the LESSOR the Security Deposit as specified in the Letter of Intent (LOI) for the due performance of the Agreement. This amount shall be deposited with Financial Adviser & Chief Accounts Officer, New Mangalore Port Authority, Panambur. In the event of the LESSEE committing any breach of any terms and conditions herein contained and on his part to be observed and performed, the LESSOR shall be at liberty to terminate this agreement, forthwith and without prejudice to their other rights and remedies, shall be entitled to forfeit the Security Deposit deposited with the LESSOR or any part thereof. On the expiry or earlier determination of the terms of this agreement the LESSOR shall refund the Security Deposit or such part thereof which has not been appropriated by the LESSOR as aforesaid to the LESSEE without interest.
41. On the expiry or termination of the Lease , the LESSEE shall peacefully vacate and surrender possession of the demised premises to the LESSEE or any officer duly authorized within the time frame given to him and the LESSEE shall not be entitled to claim any compensation or damages on that account and in the event of any action or erection etc., having been made thereon, the LESSEE shall remove them at their own cost and restore the demised space to its original stage and conditions in which the same has been demised. On his failure to do the same, LESSOR will recover the cost incurred for the same and the same will be adjusted from the security deposit.
42. On the expiry of the period of this Lease there shall be no automatic renewal.
43. The Covered/open space shall not be used for residential purposes.
44. The LESSEE shall keep the premises thoroughly cleaned as often as may be necessary and at least once in 24 hours and shall prevent and accumulation of filth or refuse therein.

45. No lepers and no person suffering from any open sore or any loathsome, contagious or infectious disease shall be employed in or to assist in carrying out of such business in the said Covered/open space by the LESSEE.
46. The LESSEE shall immediately report the attack of any dangerous or infectious disease to any of his family members in his house or that of the workers in the leased premises to the LESSOR.
47. The LESSOR shall have the right to delete, modify or to revise any other conditions of this Agreement and also to impose such additional conditions as may be found necessary at any time and such conditions, alterations, additions or deletions shall be binding on the LESSEE.
48. The LESSEE shall be responsible to obtain all applicable statutory clearances permission or license etc from MUDA, City Corporation, Custom/Excise Authorities, as may be required by law. It should be noted that the LESSOR would not be held responsible for any loss/damage occurring, if such permission or approval is not granted to LESSEE.
49. The LESSEE shall immediately vacate the leased premises on termination/expiry/non-renewal of Lease. In case the LESSEE fails to or refuses to vacate the said premises, the LESSEE shall pay compensation for wrongful use and occupation of the said premises at three (3) times the normal lease amount or other notified rates, whichever is higher?
50. The LESSEE shall be governed by all the applicable laws of India and court of Mangalore shall have exclusive jurisdiction.
51. Any dispute or difference of whatsoever nature however arising under or out of or in relation to this agreement (including its interpretation) between the lessee and lessor in the first instance be attempted to be resolved amicably. Failing the amicable settlement the dispute shall be referred to the Chairperson, NMPA whose decision shall be final & binding on both the parties. Unresolved disputes between the Lessee and The Authority shall be referred to a sole Arbitrator appointed by 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

Allotment of shops on long term lease in the Port Market Complex- At NMPA

District, Mangalore

SCHEDULE

The shop no,on thePort Market Complex measuring ...Sqm situated at Panamburvillage Mangalore Taluk and within the limits of Mangalore city corporation and within the limits of Mangalore city corporation and within the registration sub-district of Mangalore Taluk

In witness whereof the common seal of the Board of the New Mangalore Port has been affixed and on behalf of the of NMPA.....has signed and the LESSEEs have by their duly constituted attorney Francis D'Souza(Name of LESSEEs' Representative) executed those presents on the day and year first above written.

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

NMPA 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.

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LESSEE

LESSOR

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

APPENDIX- I to Form of Tender

**“ALLOTMENT OF SHOPS ON LONG TERM LEASE IN THE PORT MARKET COMPLEX
THROUGH E-TENDER CUM E-AUCTION PROCESS”**

DUMMY ENVELOPE-II / PRICE BID

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

Allotment of shops on long term lease in the Port Market Complex- At NMPA

DUMMY ENVELOPE-II / PRICE BID

Tender Inviting Authority :	Assistant Estate Manager (Gr-I), Estate Office, Civil Engineering Department, A.O Building, New Mangalore Port Authority, Panambur, Mangalore-575010.
e-Tender For	“ALLOTMENT OF SHOPS ON LONG TERM LEASE IN THE PORT MARKET COMPLEX THROUGH E-TENDER CUM E-AUCTION PROCESS”
e-Tender Notice No	CE/SE(C-II)/EST/SHOP-EMC/29/2021
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.	

Sl No	Item Description	Item Code	Qty	Units	Reserve Price in Rs/Sqm/ Month (20.02.23 to 19.02.24)	Bidder's Constant Tender Premium Rate over and above the Reserve Price in Rs/Sqm/Month (Figure)	Bidders Offer Rs/Sqm/Month in figures (Reserve Price + Constant Tender Premium)	Bidders Offer Rs/Sqm/Month in Words (Reserve Price + Constant Tender Premium)
1	Covered Space No. OMC-11A, (Old market Complex) as shown in the drawing	OMC-11A	11.57	Sqm	100.29			
2	Covered Space No. OMC-16, (Old market Complex) as shown in the drawing	OMC-16	26.56	Sqm	100.29			
3	Covered Space No. OMC-18A, (Old market Complex) as shown in the drawing	OMC-18A	3.65	Sqm	100.29			
4	Covered Space No. AMC-40, (Additional market Complex) as shown in the drawing	AMC-40	7.92	Sqm	118.76			

Allotment of shops on long term lease in the Port Market Complex- At NMPA

Sl No	Item Description	Item Code	Qty	Units	Reserve Price in Rs/Sqm/Month (20.02.23 to 19.02.24)	Bidder's Constant Tender Premium Rate over and above the Reserve Price in Rs/Sqm/Month (Figure)	Bidders Offer Rs/Sqm/Month in figures (Reserve Price + Constant Tender Premium)	Bidders Offer Rs/Sqm/Month in Words (Reserve Price + Constant Tender Premium)
5	Covered Space No. AMC-54 , (Additional market Complex) as shown in the drawing	AMC-54	12.50	Sqm	118.76			
6	Covered Space No. AMC-55 , (Additional market Complex) as shown in the drawing	AMC-55	12.50	Sqm	118.76			
7	Covered Space No. AMC-56 , (Additional market Complex) as shown in the drawing	AMC-56	16.50	Sqm	118.76			
8	Covered Space No. AMC-61 , (Additional market Complex) as shown in the drawing	AMC-61	25.75	Sqm	118.76			
9	Open Space. No. NMC-41 , (New market Complex) as shown in the drawing	NMC-41	17.50	Sqm	118.76			
10	Covered Space No. NMC-42 , (New market Complex) as shown in the drawing	NMC-42	17.50	Sqm	118.76			

Allotment of shops on long term lease in the Port Market Complex- At NMPA

Sl No	Item Description	Item Code	Qty	Units	Reserve Price in Rs/Sqm/Month (20.02.23 to 19.02.24)	Bidder's Constant Tender Premium Rate over and above the Reserve Price in Rs/Sqm/Month (Figure)	Bidders Offer Rs/Sqm/Month in figures (Reserve Price + Constant Tender Premium)	Bidders Offer Rs/Sqm/Month in Words (Reserve Price + Constant Tender Premium)
11	Covered Space No. NMC-44 , (New market Complex) as shown in the drawing	NMC-44	22.50	Sqm	118.76			
12	Covered Space No. NMC-46 , (New market Complex) as shown in the drawing	NMC-46	21.50	Sqm	118.76			
13	Covered Space No. NMC-48 , (New market Complex) as shown in the drawing	NMC-48	17.50	Sqm	118.76			
14	Covered Space No. NMC-49 , (New market Complex) as shown in the drawing	NMC-49	22.50	Sqm	118.76			
15	Covered Space No. NMC-50 , (New market Complex) as shown in the drawing	NMC-50	17.50	Sqm	118.76			
16	Covered Space No. NMC-51 , (New market Complex) as shown in the drawing	NMC-51	17.50	Sqm	118.76			
17	Covered Space No. NMC-52 , (New market Complex) as shown in the drawing	NMC-52	17.50	Sqm	118.76			

Allotment of shops on long term lease in the Port Market Complex- At NMPA

Sl No	Item Description	Item Code	Qty	Units	Reserve Price in Rs/Sqm/Month (20.02.23 to 19.02.24)	Bidder's Constant Tender Premium Rate over and above the Reserve Price in Rs/Sqm/Month (Figure)	Bidders Offer Rs/Sqm/Month in figures (Reserve Price + Constant Tender Premium)	Bidders Offer Rs/Sqm/Month in Words (Reserve Price + Constant Tender Premium)
18	Covered Space. No. FMC-4 , (Fish market Complex) as shown in the drawing	FMC-4	5.40	Sqm	100.29			
19	Covered Space. No. FMC-5 , (Fish market Complex) as shown in the drawing	FMC-5	5.40	Sqm	35.27			
20	Covered Space No. FMC-6 , (Fish market Complex) as shown in the drawing	FMC-6	5.40	Sqm	100.29			
21	Covered Space. No. FMC-7 , (Fish market Complex) as shown in the drawing	FMC-7	5.40	Sqm	100.29			
22	Covered Space. No. FMC-8 , (Fish market Complex) as shown in the drawing	FMC-8	5.40	Sqm	100.29			
23	Covered Space. No. FMC-13 , (Fish market Complex) as shown in the drawing	FMC-13	7.2	Sqm	100.29			

Allotment of shops on long term lease in the Port Market Complex- At NMPA

Sl No	Item Description	Item Code	Qty	Units	Reserve Price in Rs/Sqm/Month (20.02.23 to 19.02.24)	Bidder's Constant Tender Premium Rate over and above the Reserve Price in Rs/Sqm/Month (Figure)	Bidders Offer Rs/Sqm/Month in figures (Reserve Price + Constant Tender Premium)	Bidders Offer Rs/Sqm/Month in Words (Reserve Price + Constant Tender Premium)
24	Covered Space No. RCHW-5 , (near RCHW quarters) as shown in the drawing	RCHW-5	17.07	Sqm	118.76			

Note:- Reserve Price = The reserve price of Rs100.29/Sqm/month, 118.76/Sqm/month and 35.27/Sqm/month shall be escalated on **11th March** of every year at the rate approved by the Board as per the prevailing Land Policy guidelines (at present the annual escalation is 5%) till the expiry of first 5 years of the Lease/License. Thereafter the Reserve Price shall be revised as per the Conditions stated under.

Note:

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

- i. The Bidder shall always quote “Present Constant Tender premium rate” over and above the Reserve Price of Rs100.29/Sqm/Month. . **“Present Constant Tender premium” shall be always greater than Zero. “Present Constant Tender premium” of Rs 0/Sqm/month and less will not be considered and the Bid will be rejected**
- ii. If a bidder quotes ‘Rs 5/Sqm/Month’ as his “Present Constant Tender premium rate” over the Reserve Price as stated in Clause 3 Section-I of the Tender document for Premises (Greater of Tender premium rate quoted in Price Bid and Tender premium rate quoted in e-auction), for evaluation the “OFFER “ or the Lease rent rate per Sqm per month of the Bidder shall be considered as ,”X” = Reserve Price + Present Constant Tender premium rate quoted by Bidder in Rs/Sqm/month. (i.e.) Rs100.29/Sqm/month + Rs 5.00/Sqm/Month = Rs103.32/ Sqm/Month or part thereof.
- iii. **The Bidder shall note that in the Price Bid given in the e-portal, the Bidder shall quote the Present Constant Tender premium rate over the Reserve Price.** The figures entered by the Bidder in the column notified as **“Bidder's Constant Tender Premium Rate over and above the Reserve Price in Rs/Sqm/Month”**, will be automatically added to the Reserve Price stated in the Tender document and the Bidders offer (monthly lease rent rate in Rs/Sqm/month) in Figures (Reserve Price + Constant Tender Premium) will appear in the next column. Thereafter the Bidders offer will have automatic conversion to words in the successive column.

- iv. In the Price Bid, the bidder need not enter anything other than the “**Bidder's Constant Tender Premium Rate over and above the Reserve Price in Rs/Sqm/Month** “and **name of the firm**.
- v. The Lease rent offered by the Bidder will be the sum of the updated Reserve price (Reserve price shall be escalated on 11th March **of every year** at the rate of 5% per annum) and the Present Constant Tender premium rate quoted by Bidder over and above the Reserve Price of the Premises.
- vi. The Lease rent rate offered by the Bidder (Updated Reserve Price plus Bidder's quoted Present Constant Tender Premium) will always be greater than the reserve price (>).
- vii. The reserve price of Rs100.29/Sqm/month or Rs118.76/Sqm/month or Rs 35.27/Sqm/month shall be **escalated on 11th March of every year** at the rate approved by the Board as per the prevailing Land Policy guidelines (at present the annual escalation is 2%) till the expiry of first 5 years of the Lease/License.
- viii. The Reserve price, escalated and updated as indicated above may at the option of the Authority be revised on the 1st day of the Lease year falling immediately after the expiry of the 5 years of the lease and also at the end of every 5 years 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 the updated reserve price, (considering 2 % escalation on **11th March** of that year, as stated at Sl. No (v) above), whichever is higher.
- ix. The Present constant Tender premium offered by the Bidder during the Tender cum Auction process shall remain constant throughout the Lease/License period. In the above example Rs 5/Sqm/Month is considered as Present Constant Tender premium offered by the Bidder.
- x. 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 and EMD shall be forfeited.

Date:

Place:

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









