

*Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease , for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.*



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

**TENDER NO :CE/SE(C-II)/EST/CANBE-RETNDR/2022-23**

**“RE-TENDER FOR ALLOTMENT OF OPEN LAND AREA MEASURING 55 SQM ON THE NORTHERN SIDE OF PANAMBUR BEACH ROAD, ON LONG TERM LEASE , FOR DEVELOPING, OPERATING AND MANAGING CANTEEN; THROUGH E-TENDER CUM E-AUCTION PROCESS.”**

**THROUGH E-TENDERING MODE**

Date from which tender document available for download	After 10:00 hrs on 23.11.2023 till 10:00 hrs on 25.12.2023
Last date and time for the online Tender submission	On or before 15:00 hrs on 25.12.2023
Date and time of Online opening of Techno-Commercial Bid	After 15:30 hrs on 26.12.2023
Date and Time of Opening of online Price Bid and e-Auction	To be announced later
Cost of Tender document	Rs 1,120/-

*Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease , for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.*

---

## **Tender Document**

**For**

**“RE-TENDER FOR ALLOTMENT OF OPEN LAND AREA MEASURING 55 SQM ON THE NORTHERN SIDE OF PANAMBUR BEACH ROAD, ON LONG TERM LEASE , FOR DEVELOPING, OPERATING AND MANAGING CANTEEN; THROUGH E-TENDER CUM E-AUCTION PROCESS”.**

### INDEX

<b>Sr. No.</b>	<b>Description</b>	<b>Page No.</b>	
		<b>From</b>	<b>To</b>
<b>1.</b>	<b>Section – I - Tender Notice</b>	3	12
<b>2.</b>	<b>Section – II - Instructions to Bidders</b>	13	38
<b>3.</b>	<b>Section – III General Conditions of Contract</b>	39	55
<b>4.</b>	<b>Section – IV List of documents to be submitted by the Bidder – Schedule-A</b>	56	58
<b>5.</b>	<b>Section – V Annexure -1 to 17</b>	59	83
<b>6.</b>	<b>Annexure A- Draft Format of Lease Deed (TO BE EXECUTED IN ORIGINAL AND IN DUPLICATE)</b>	84	94
<b>7.</b>	<b>Title</b>	95	95
<b>8.</b>	<b>Form of Tender</b>	96	98
<b>9.</b>	<b>Appendix – I to the Form of Tender</b>	99	101
<b>10.</b>	<b>Premises Location drawing</b>	102	102

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

**SECTION –I  
TENDER NOTICE**

**FOR**

**“RE-TENDER FOR ALLOTMENT OF OPEN LAND AREA MEASURING 55 SQM ON THE NORTHERN SIDE OF PANAMBUR BEACH ROAD, ON LONG TERM LEASE , FOR DEVELOPING, OPERATING AND MANAGING CANTEEN; THROUGH E-TENDER CUM E-AUCTION PROCESS”.**

\*\*\*\*\*

- 1 The Land Policy Guidelines 2015; issued by the Ministry of Shipping, G.O.I, stipulates that the Fresh allotment of Land outside the custom Bond area shall be on Long term lease by inviting competitive tenders.
- 2 The New Mangalore Port (NMP) “The Authority” proposes to lease **vacant** land area on long term lease basis for Developing, Operating and Managing Canteen by inviting e-tenders through e-portal URL:<https://eprocure.gov.in/eprocure/app> of Central Public Procurement Portal (CPP) **from eligible bidders in two cover systems**. The tenders are invited on long term Lease for a period of 2 years. This is further extendable upto 5 years from the date of commencement of Lease period; with mutual consent of both the Parties, **as per the provisions of Land Policy Guidelines 2015**. The Lessee **shall** develop, operate 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 Authority has identified the following vacant land parcels for allotment through e-Tender Cum e-Auction process **for Developing, Operating and Managing Canteen.**

<b>Open Land Parcel No</b>	<b>Location</b>	<b>Area (Sqm)</b>	<b>Reserve Price (Base Rate) Rs/Sqm/ month (Base year 2023-24)</b>
CAN-1	Northern side of Panambur Beach Road and outside KK Gate Truck Parking Terminal	55	<b>35.17</b>

*Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.*

---

- i) The Bidder is required to quote their Tender Premium rate in Rupees/Sqm/month; over and above the Reserve Price, stated above
  - ii) The Lease rent Offer by the Bidder shall be the sum of the Reserve price and the Present Constant Tender premium rate quoted by Bidder over the Reserve Price of the Plot.
  - iii) The Reserve Price of Rs **35.17**/Sqm/month is fixed as per the applicable proposed Port SoR for open space in the Marshalling Yard Zone for base year 2023-2024 of the Cycle period 2022-2027.
  - iv) The Tender Premium Quoted by the Bidder over the Reserve Price/SoR will be a constant factor throughout the lease period. Only the Reserve Price/Port SoR shall undergo annual escalation at the rate of 2% on 11th March of every year or will undergo periodic revision once in every 5 (five) years period of time.
  - v) To illustrate, if Reserve Price/Port SoR is "A", Bidder's quoted Tender premium is "B", then
    - Monthly lease rent rate per sq.m. will be A+B
    - Constant factor throughout the lease period will be B and
    - Annual escalation @ 2% and periodic revision of Port SoR (Once in every 5 years period) will be applicable only to A
  - 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/Lease fees to the Port account within the prescribed time limit, the Letter of Intent shall be withdrawn, EMD shall be forfeited and the Successful Bidder, its group, its Holding/Parent company and its subsidiary companies shall be debarred from participating in the Tenders invited by the Port for a period of 2 years from the date of debarment.
- 4** The intending bidder should possess valid **FSSAI** (Food Safety and Standards Authority of India) **Registration Certificate or FSSAI License** as per Food Safety and Standards Act, 2006. The copy of the **FSSAI Registration Certificate or FSSAI License** under FSS Act, 2006 shall be uploaded as **Annexure 3** of the Technical Bid.
- 5** **The Minimum Eligibility criteria for consideration of leasing of Open space for Developing, Operating and Managing Canteen; through e-Tender cum e-Auction process are as follows:**
- A.** The bidders shall possess valid **FSSAI** (Food Safety and Standards Authority of India) **Registration Certificate or FSSAI License** as per Food Safety and Standards Act, 2006. The copy of the **FSSAI**

Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.

**Registration Certificate or FSSAI License** under FSS Act, 2006 shall be uploaded as **Annexure 3** of the Technical Bid.

- B.** The Bidder shall possess valid PAN number. **The Copy of the PAN Card shall be uploaded along** with the Technical Bid. **(Annexure -4)**. In case the Bidder does not process 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 submitted by him before entering into Lease agreement with the Authority. **(Annexure -5)**
- C.** The Bidder shall have no Pendency of mutually admitted Port dues. Self-certified Undertaking to this effect shall be submitted along with the Technical Bid. **(Annexure-6)**
- 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.1,120/- (Rupees One Thousand One Hundered Twenty Only) towards Payment of Tender document fee by NEFT in favour of F.A. & C.A.O.,NMPT. Scanned copy of the documentary evidence for remittance shall be uploaded along with bid
iii.	Date from which tender document available on the URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> . website for download	<b>After 10:00 hrs on 23.11.2023 till 15:00 hrs on 25.12.2023.</b>
iv.	Date and Closing time for submitting queries for online Pre-bid meeting	<b>07.12.2023 at 15.00 HRS.</b> The queries shall be sent through email to i. nareshkumar.b@nmpt.gov.in, ii. prahalathan.m@nmpt.gov.in, and iii. shekar.k@nmpt.gov.in
v.	Last date and time for on line Tender submission.	On or before 15.00 HRS <b>on 25.12.2023</b>
vi.	opening of Part -I	

Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.

	(i.e. Technical Bid)	<b>26.12.2023 after 15.30 HRS</b>
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.

- E.** 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.
- F.** The tender document can also be downloaded from NMPT website [www.newmangalore-port.com](http://www.newmangalore-port.com)/[www.newmagaloreport.gov.in](http://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 Ministry of Ports, Shipping and Water Ways (MoPSW).
- (a) **The Lease will be for a period of 2 years, further extendable upto 5 years from the date of commencement of Lease period;** with mutual consent of both the Parties.
- (b) The Land Parcel should be utilized only for the purpose for which it is allotted as described in **Clause 3 of section 1** of this Tender document. (i.e.), for the purpose of **Developing, Operating and Managing Canteen only**.
- (c) For allotment of Land Parcel, 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.II**.
- (d) Tender premium rate quoted by the Bidder shall be added to the Reserve price and Bidders Lease rent rate shall be calculated.

- (e) The bidders shall possess valid Certificate/Lease as per Food Safety and Standards Act, 2006.
- (f) **Pre -bid meeting:** - An offline pre-bid meeting shall be held on the scheduled dates and time as stated at **Clause no. 5(D)** 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. [nareshkumar.b@nmpt.gov.in](mailto:nareshkumar.b@nmpt.gov.in),
  - ii. [prahalathan.m@nmpt.gov.in](mailto:prahalathan.m@nmpt.gov.in)
  - iii. [shekar.k@nmpt.gov.in](mailto:shekar.k@nmpt.gov.in)

on or before the scheduled date and time as stated at **Clause no. 5(D) 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 NMPT 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.

**(g) 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 NMPT official website from 'Ongoing Project link'. The responsibility of downloading such addendum / amendment from NMPT 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.

(h) **Preparation of bids:**

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

**7 EARNEST MONEY DEPOSIT AND TENDER DOCUMENT FEES**

**a) EARNEST MONEY DEPOSIT (EMD)**

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

Sl No	Covered Space number	Area (Sqm)	EMD (Rs)	Tender document fees (Rs)
1	CAN-1	55.00	2,700/-	1,120/-

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

**b) TENDER DOCUMENT FEES**

Intending Bidder shall have to remit the prescribed Tender document fees amounting to Rs **1,120.00** (Rupees One thousand One Hundred Twenty only) by NEFT in favour of F.A. & C.A.O., NMPT.

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 NMPT Bank Details are as follows:-.

Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.

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) & 7(b)** 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. The Tender document fees is non refundable, once the Bid is uploaded.
- 8** 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 (NIT) (Section – 1). Tender document including quoted price bid shall be uploaded online only through **M/s Central Public Procurement Portal, URL:https://eprocure.gov.in/eprocure/app** 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.

**9 The Tender shall be uploaded in Two Bids.**

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

- a. Technical Bid shall contain all the documents as per the enclosed "CHECK LIST" (Schedule-A). Technical Bid 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 NMPT 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. 1,120/-**(Rupees One Thousand One Hundred Twenty Only)** (To be paid by NEFT to NMPT Bank Account).

**ii. Envelope –II PRICE BID:**

**The Price Bid shall** contain only the Price.

- iii. **The Bidder shall note that in the Price Bid given in the e-portal, the Bidder shall quote the 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 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. Last date for submission of online tender: is as per the date mentioned

in the Tender Notice.

- vi. NMPT 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.
  - vii. The Authority is not responsible for delay in submission of e-tenders by the Bidders. Only Technical Bid/Envelope No. I will be opened at 15:30 hours on the due date. The Commercial Bid/Price Bid/Envelope No. II will be kept unopened for opening at a future date.
  - viii. Port reserves the right to reject any or all tender(s) without assigning any reason thereof.
  - ix. The Bidders should keep open the validity of the tender for 180 days from the date of its opening.
  - x. Any other information regarding the above proposal can be obtained from Deputy Chief Engineer (Civil)/ Superintending Engineer (C-II)/Assistant Estate Manager(Gr-1) in person or on Telephone No.0824-2407149/0824-2407620. The site visit will also be arranged if desired by the bidders.
- 10** 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 I). The Original Pre-Contract Integrity Pact Agreement (on Stamp Paper of Requisite value) as per the format at **Annexure-12**; 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), **Prem Chand Pankaj, Ex CMD, NEEPCO, Gurgaon** or any other qualified person appointed by the Authority.
- 11** 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-13**.

- 12** 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-14**. In case no payment is made or proposed to be made a “Nil” statement shall be enclosed.
- 13** NMPT reserves the right to accept or reject any or all the Tenders without assigning any reasons thereof. NMPT also reserves the right to call for any other details and information from any of the Bidders.
- 14** 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.
- 15** NMPT 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 NMPT.
- 16** The Tender Documents are non-transferable and shall be used by the bidder who has downloaded the same.
- 17** The tenders shall remain valid for acceptance by NMPT 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.
- 18** 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.
- 19** 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.
- 20** Late/delayed tenders shall not be accepted under any circumstances after the due date and time of submission of tender.

**Chief Engineer (Civil)**

## **SECTION – II**

### **INSTRUCTIONS TO BIDDERS:**

#### **1 Back ground**

New Mangalore Port is located on the West Coast of India. The Port is a modern all weather port situated at Panambur, Mangalore(Karnataka State in South India), on the West Coast of India, 170 nautical miles South of Mormugao and 191 nautical miles North of Cochin Port.

Based on the Land Policy Guidelines for Major Ports-2014 issued by the Ministry of Shipping, New Mangalore Port Authority proposes to Lease the open land area outside the Custom Bound area for Developing, Operating and Managing Canteen on Lease basis by inviting tenders from eligible bidders under two cover systems.

**The tenders are invited on long term Lease for a period of 2 years, further extendable upto 5 years from the date of commencement of Lease period; with mutual consent of both the Parties, as per the provisions of Land Policy Guidelines 2015.**

The online Invitation for Bids is open to all eligible bidders meeting the eligibility criteria. The bidders may submit bids for the land parcel detailed in the Tender Notice (Section-I) through e-tender mode only.

#### **2 Purchase of Tender Documents:**

Tender document can be downloaded from following websites

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

#### **3 One Bid for one Space or Combination:**

Each bidder shall submit only one bid for the said Land space.

#### **4 Cost of Bidding:**

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

#### **5 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 / Bid Guarantee):**

**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 (TO BE EXECUTED IN ORIGINAL AND IN DUPLICATE) within the time frame as specified in Letter of Intent.

**B. Refund of EMD**

- i. The EMD of those Bidders whose offers are unsuccessful shall be returned within **60 (Sixty) 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.

**6 Site visit:**

The Bidder is encouraged to visit and examine the Land Spaces 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

*Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.*

shall be at the Bidders' own expense.

Bidders shall note that they shall have no claims against NMPT 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 Land Parcel 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.

**7 Content of Bidding Documents:**

Tender Document will consist of:

Volume I	Section I	Tender Notice
	Section II	Instructions to Bidders
	Section III	General conditions of Contract
	Section IV	List of documents to be uploaded by Bidders
	Section V	Annexure- 1 to 17
	Annexure-A	Draft Format of Lease deed
	Drawings	Location Drawing.

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. **The Bidders shall upload the entire document on the central public procurement e- portal only (CPP).**

**8 Instructions for E-Tendering**

This is an e-procurement event of NMPT. 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.

**9** The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Central Public Procurement (CPP) Portal, prepare their bids

*Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.*

---

in accordance with the requirements and submitting their bids online on the Central Public Procurement (CPP) Portal. More information useful for submitting online bids on the Central Public Procurement (CPP) Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

## 10 REGISTRATION

- a. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment”; which is free of charge.
- b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the Central Public Procurement (CPP) Portal.
- d. The Vendor/Bidder should possess Valid Class II or III digital signature certificate (DSC) should be having both the component in it (signing and encryption). The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA /GNFC / IDRBT/ MtnlTrustline/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

*Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.*

---

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.

## **11 SYSTEM REQUIREMENT:**

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

### **Important Note:**

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

## **12 SEARCHING FOR TENDER DOCUMENTS**

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

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

### **13 PREPARATION OF BIDS.**

- a. Bidder should take into account any corrigendum published on the tender document before submitting/uploading their bids.
- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted/uploaded, the number of documents - including the names and content of each of the document that need to be submitted/uploaded. Any deviations from these may lead to rejection of the bid.
- c. Bidder, in advance, should get ready the bid documents to be submitted/uploaded as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d. **Uploading of documents:** The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.

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.

#### **14 SUBMISSION OF BIDS**

- a. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidder has to 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 Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
  - 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**.

#### **15 ASSISTANCE TO BIDDERS :**

- a. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b. Any queries relating to the process of online bid submission or queries relating to Central Public Procurement (CPP) Portal in general may be directed to the 24x7 Central Public Procurement (Central Public Procurement (CPP)) Portal Helpdesk.0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.
- c. All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by NMPT as well as by M/s Central Public Procurement (auto generated system alerts from e-

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

#### **16 BIDDING IN E-TENDER & FORWARD AUCTION:**

- a. Bidder(s) need to submit necessary EMD and Tender fees to be eligible to bid online in the e-tender. Tender fees are nonrefundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by NMPT.
- 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.

*Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.*

---

- 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>** 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/Lease. Such successful Bidder shall be called hereafter **Lessee**.
- e. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- f. Lessor/NMPT 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.

- 17 The Bidder is advised to visit and assess the site conditions. The Bidder is required to quote a Tender **premium rate in rupees/Sqm/month over and above the existing Reserve price as indicated at Clause 3 of Section-I, "Tender Notice of this Tender document. That is the Lease rent rate offer of the Bidder (Reserve Price plus Bidder's Tender premium rate) shall not be less than the Reserve Price.**

**18 E-Tender Cum E-Auction process:**

The tendering will be on the basis of Tender cum Auction process. The bidders should upload bids including the price bid under two cover system detailed in **Clause 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.
- i. In case the number of participants in the tendering process is only one or only one Bidder gets technically qualified for the next stage of “e-Auction and opening of the Price Bid”, then the Authority reserves the right to open the Price Bid of the Single qualified Bidder online and shall not further carry out the e-Auction. **In such case the Initial Tender Offer (ITO),** (ie) the sum of updated reserve Price and **Initial Tender Premium (ITP) quoted by the Bidder** in the Price Bid will be the Bidder's Final Price Offer (FPO).

**19** Joint Venture (**Not Applicable**).

**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 (Annexure) 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. NMPT 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 NMPT 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 land parcel and the land parcel allotted is to be taken over on "**AS IS WHERE IS 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 (NIT). **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 land parcel 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/Authority without interest. **The Lease period shall commence from the 15<sup>th</sup> (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 land parcel 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/Adhar card for address proof. **(Annexure -10).**
- 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 NMPT official website from ‘Ongoing Project link’. The responsibility of downloading such

*Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.*

addendum / amendment from NMPT 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) <b>(Annexure-1)</b> or Scanned Copy of the Bank Guarantee towards EMD <b>(Annexure-1A)</b>
ii.	Scanned copy of NEFT Payment details towards cost of tender <b>(Annexure -2)</b>
iii.	BLANK
iv.	The intending bidder must submit their offers along with the Copy of valid Certificate/Lease as per Food Safety and Standards Act, 2006. <b>(Annexure-3)</b>
v.	Copy of the Income tax PAN Certificate <b>(Annexure – 4)</b>

Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.

vi.	In case the Bidder do not process valid PAN number during the period of Bidding, the Bidder shall submit an 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. ( <b>Annexure -5</b> )
vii.	Self-certified certificate certifying non-pendency of mutually admitted Port dues.( <b>Annexure-6</b> )
viii.	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.
ix.	The Bidder shall also upload scanned copies of Ration Card/Adhar card for address proof. ( <b>Annexure -7</b> ).
x.	Scanned copy of the Power of attorney of the Bidder. The Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant. ( <b>Annexure 8</b> ). The Original power of attorney in Stamp paper of requisite value as per the format at <b>Annexure 8</b> ; shall be submitted by post or by hand so as to reach the Dy.Chief Engineer (Civil); immediately after the closing date for submission of online e-tender ( <b>Annexure -8</b> ).
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 <b>Annexure - 9</b> .
xii.	Statement stating the, postal address, Contact telephone Numbers, PAN Number etc of the company/ firm /partnership/individual. ( <b>Annexure-10</b> )
xiii.	Scanned copy of the Goods & Service tax registration Certificate ( <b>Annexure – 11</b> )
xiv.	Hand written documents shall be legible.
xv.	Overwriting in the documents is not permitted; striking, if any, will be duly authenticated by signatures of the Bidder

Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.

xvi.	No counter conditions by the Bidders are permitted and conditional Tender is liable for rejection.
xvii.	Scanned copy of Pre-Contract Integrity Pact Agreement. (Original Pre-Contract Integrity Pact Agreement ie. <b>Annexure-12</b> to be submitted by post or by hand immediately after the closing date for submission of online e-tender) "PRE CONTRACT INTEGRIT PACT" shall contain the following <ul style="list-style-type: none"> <li>a. Scanned copy of the duly signed "Pre contract Integrity Pact" to be executed between the Bidder and <b>the Authority</b> as per the Performa (<b>Annexure-12</b>).</li> <li>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 <b>Annexure-13</b></li> <li>c. Scanned copy of statement disclosing payment made / proposed to be made to the intermediaries in connection with the bid as per proforma at <b>Annexure-14</b>.</li> <li>d. Tender in which Integrity Pact is not furnished duly filled and signed is liable to be rejected.</li> </ul>
xviii.	Proforma of undertaking that no changes have been made in the Tender document that has been downloaded ( <b>Annexure-15</b> )
xix.	Bank Details of the Party opting for refund of EMD through e-payment. ( <b>Annexure-16</b> )
xx.	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 ( <b>Annexure-17</b> ).

**B. Envelope No.II -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.

*Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.*

The Bidder should note the following procedure carefully:

- i) The Bidder should quote his Tender premium rate in Rupees/Sqm/Month over and above the Base rate/Reserve Price as indicated in **Clause No 3 of Section 1 of the Tender document**. This rate shall be disclosed only in Envelope No.II
- ii) If a bidder quotes 'Rs 5/ Sqm/Month' as his " 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 (A)	35.17	As stated in Clause 3 of the Tender Notice
2	Constant Tender premium rate" (B) quoted by the Bidder over the Reserve Price ( <b>highest amongst the rate quoted in Price Bid and e-Auction</b> )	5.00	For example
3	Lease rent rate OFFERED by the Bidder = (A) + (B)	<b>40.17</b>	

- iii) **The Bidder shall note that in the Price Bid given in the e-portal, the Bidder shall quote the 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 the successive column.
- iv) To illustrate, if Reserve Price/Port SoR is "A", Bidder's quoted Tender premium is "B", then

- Monthly lease rent rate per sq.m. will be A+B
  - Constant factor throughout the lease period will be B and
  - Annual escalation @ 2% and periodic revision of Port SoR (Once in every 5 years period) will be applicable only to A
- v) 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 Bidder.**
- vi) The Bidder should not indicate his offer anywhere directly or indirectly in Envelope No.1. 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 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.
- 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 NMPT before the deadline prescribed in **Clause 5(D) (v), Section-I, Tender Notice**.

**36 Modification and Withdrawal of Bids:**

- i) Bidders may modify the offers by withdrawing their already frozen bids in online only through M/s Central Public Procurement's e-portal, [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app). (after submission of bid) and resubmit/upload the revised offer before the deadline prescribed in **Clause 5(D), Section-I , Tender Notice**.
- v) 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).
- vi) 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(D)(viii) Section-I , Tender Notice** may result in the forfeiture of the Bid Security pursuant to **Clause 7(a)(ii)Section-I , Tender Notice**.
- vii) 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 –**

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

**37.2 Envelope No. II:** The Price Bids of all those Bidder whose Technical

bids have been determined to be substantially responsive in accordance with **Clause 41** hereof, will be opened on online. The date, time and other details of opening of the Price Bid will be intimated to the technically qualified bidders in advance. After the opening of the Price Bid and its evaluation the technically qualified Bidders will be requested to participate in the online e-auction process on the specified date and time. The offers received during the e-auction will be evaluated.

- 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.**

**38 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.

**39 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.

**40 Correction of Errors: (Price Bid)**

Not Applicable for Online Tenders

**41 Evaluation and Comparison of Bids:**

The Employer will evaluate and compare only the Bids determined to be

responsive in accordance with **Clause 39**. 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.

**42 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

**43 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.

**44 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.

**45 Award of Lease to H1 Bidder:**

The allotments of the plots/space will be made to the Technically qualified, highest Bidder of the plot after taking into consideration as mentioned under clause 18(a to i) of the Instructions to Bidders and will be subject to the approval of New Mangalore Port 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**.

**46 Notification of Award:**

Prior to the expiration of the prescribed period of tender validity or such extended period, the Authority (NMPT) 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/Authority 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 **60 days** from the date of issue of Letter of Intent (LOI), the successful bidder shall furnish the security deposit (through RTGS/NEFT) and also bidder shall sign the Lease Deed (TO BE EXECUTED IN ORIGINAL AND IN DUPLICATE) with the Lessor/Authority. **The Lessee shall make 5 copies of the Lease deed and submit the original Lease deed along with its 5 copies to the Authority 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/Lease fees to the Port account within the prescribed time limit, the Letter of Intent shall be withdrawn, EMD shall be forfeited.
- 47** All costs, charges and expenses in connection with Lease as well as preparations and completion of Lease deed shall be borne by the Bidder.
- 48** 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.

--ooOoo--

---

## **SECTION – III**

### **GENERAL CONDITIONS OF CONTRACT**

#### **1 LEASE PERIOD & APPLICATION OF LAW:**

The Land parcel shall be allotted on Lease basis up to a period of **Two (2) Years** from the date of commencement of Lease. Further, the lease may be extendable upto 5 years from the date of commencement of Lease period; with mutual consent of both the Parties, **as per the provisions of Land Policy Guidelines 2015.**

**On the expiry of the Lease period of 2 years there shall be no automatic renewal.** However, 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/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). However in case the existing/previous Lessee turns out to be the successful Bidder, the Lease period shall commence from the date of expiry of the previous Lease.**

#### **2 SUB-LEASE /TRANSFER of the Land parcel/Open Space:**

Sub-Lease/Transfer of the plot of land shall not be permitted as per conditions of the land policy guidelines 2015 issued by Ministry of shipping and its subsequent clarifications/Amendments.

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.

#### **3. PAYMENT OF LEASE FEES:**

- i. The Lessee shall pay to the Authority the Lease Rents along with applicable Goods and Service Tax, cess etc for every year on or before the date of 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/Authority, from the second year of Lease, the said Lease Rents on or before 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 penal interest @ SBI MCLR + 2% on the amount outstanding along with the applicable Goods and Service tax.

- ii. The successful bidder should also pay first **two year annual Lease rent as security deposit** for the duration of the Lease (**Two (2) Years**). The Annual Lease fees and security deposit shall be paid through RTGS/NEFT to the Port Bank Account, **within 60 days** from the date of issue of Letter of Intent (LOI). The security deposit in the form of B.G shall not be accepted.

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/Authority.

#### 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.**

*Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.*

## **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 all other terms and conditions of allotment/Lease.
- 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 accounts through RTGS/NEFT, with intimation to the Estate Office along with T.D.S recovery details.

<b>Sl No</b>	<b>Name of the Bank</b>	<b>Account No</b>	<b>RTGS Code</b>
1	Bank of Baroda, Panambur	08070 10000 4621	BARBO PANAMB
2	Indian Overseas Bank, Panambur	298801000000001	IOBA0002988

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

## **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 the Authority/NMPT.

## **7. EXECUTION PLAN:**

- a) The Lessee shall submit to the Authority within one (1) months from the date of issue of Letter of Intent (LOI), a detailed programme of commencement of work, completion/commissioning of project.
- b) Before commencement of construction work, the Lessee has to obtain/submit at his own cost all approvals as per the tender conditions

and obtain 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 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 Port Authority from time to time..

- c) The construction work installation should be in accordance with the plan so approved and Lessee shall complete the project and commission the same within a period of **two months** from the date of issue of Letter of Intent (LOI).
- d) **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/Authority is satisfied that the delay is for reasons beyond the control of the Lessee, the Lessor/Authority 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 carry out any activity that may be considered detrimental to the interest of the New Mangalore Port Authority or to the National Security.
- iv. 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 Land parcel area allotted to him.
- v. 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
- vi. 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 commencement of Lease period and (d) expiry of Lease, in the allotted land parcel.
- vii. The Leased land parcel or the building erected on it by the Lessee shall not be transferred by the Lessee to any third party by way of sub-Lease rent or any other means.
- viii. 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 (NMPT) in this regard from time to time.

- ix. The Lessee shall carryout periodical maintenance of the Canteen building set up by the Lessee and maintain it to the satisfaction of the Lessor/Authority (NMPT).
- x. The statutory obligations like ESI, EPF and workman compensation etc with **respect to employee or Lessee** shall be borne by the Lessee.
- xi. The Lessee shall be responsible for the safety of his Canteen Building 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.
- xii. Office equipments, furniture's etc., stored under the Leased space 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 equipments 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 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 LAND AREA & BUILDING**

The Lessee shall at all reasonable time allow access for inspection of the Canteen structure constructed by him in the allotted land area to the Chairman, New Mangalore Port Authority or his duly authorized representatives.

## **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 MESCOM/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 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.

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. REPAIR AND MAINTENANCE OF OPEN SPACE:**

The repair and maintenance of Open spaces and structures constructed in the allotted land area shall be done by the Lessee.

## **15. WASTE DISPOSAL AND PEST CONTROL**

The Lessee shall maintain separate trash bins for disposing of biodegradable, non-biodegradable, fluid and solid leftovers; all waste containers must be regularly cleaned and treated for pests. The solid waste so collected shall be scientifically disposed off without causing nuisance in the surrounding area.

The effluent water generated from kitchen, toilets, washing floors, utensils etc shall not be allowed to flow into open storm drains or stagnate in open ditches causing foul smell and unhygienic conditions. The Lessee shall construct septic tanks at his own cost within the allotted land area for disposing off the waste water. The Lessee, at their own risk and cost may also connect "Sewage" and "Sullage" discharges from the allotted area to sewer line of Port, if feasible with prior approval of the Authority. The applicable Sewage connection charges along with GST and applicable cess shall be remitted to the Port. The charges may be remitted directly to EE ( Mtc – II ) of Civil Engineering department.

## **16. 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.

## **17. 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/Authority 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.

*Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.*

---

**18.** The Lessee shall have no objection to the Lessor for granting any other Lease to any other Stakeholder for similar facility anywhere else at the Port premises.

**19.** 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.

**20. 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.**

**21. 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 structures erected on the Leased area as per the conditions of the Lease Agreement; or
- v. If the Lessee fails to maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the Authority about the conditions of sanitation, cleanliness and hygiene.
- vi. Change in control of the Lessee arising from sale, assignment, transfer or other disposition of capital stock in the Lessee; or
- vii. 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.

## **22. 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.

## **23. EARLIER TERMINATION:**

- a 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, the Authority (NMPT) shall after giving **15 days'** notice may terminate the Lease.

**b In the event the Lessee desires to terminate the Lease (pre closure),**

**the Lessee has to give three (3) months prior notice. After the notice period of three (3) month, the Lease shall come to an end.**

- c 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.

**24. 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.

**25. 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. 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.
  - vii. 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.
- 26.** 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.
- 27. LEASE PERIOD:**
- The Lease is on annual rental basis. The period of Lease of the demised premises shall be for a period of **Two (2) Years**. This may be further extended upto a period of 5 years from the date of commencement of Lease period, with mutual consent of Lessor and Lessee. **The Lease shall not be renewed automatically on expiry of the said Lease period.** That in the event of the Authority not renewing the Lease period at the end of **Two (2) Years** period the Lessee shall not be entitled for any compensation of whatsoever nature from the Authority for the expenses incurred in respect of the development of the said demised premises of any kind of whatsoever nature.

**28. BLANK**

**29. MORTGAGE OF LAND PARCEL:**

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.**

**30. 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.

**31. 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.

**32.** 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.

**33.** 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.

**34.** 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.

- 35.** 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. The Lessee, his agents and servants and shall scientifically dispose the solid and liquid waste generated in the allotted premises as per clause 15 of GCC.
  - vii. 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.
- 36.** 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/Authority 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.
- 37. 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.
- 38. 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.
- 39.** The Lessee shall indemnify and keep NMPT harmless against all claims throughout the Lease Period.

**40. 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 Karnataka Stamp duty Act, of State Government, on the Agreement to Lease/Lease deed to be executed between the Authority on One part and the Lessee on the other part. The Lease deed/Agreement 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 may obtain exemption if any, as required under the Urban Land (Ceiling and Regulation) Act, 1975 from the Competent Authority at his own cost.

**41. DISPUTE BETWEEN LESSEE AND THE AUTHORITY:**

Any disputes or differences of whatsoever nature, however arising under or out of or in relation to this Lease Agreement (including but not limited to its interpretation) between the parties shall in the first instance be attempted to be resolved amicably. Failing the amicable settlement, the dispute shall be referred to the Chairman, New Mangalore Port Authority, whose decision shall be final and binding on both the parties.

**42.** 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.

**43.** 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.

**44. EXECUTION OF LEASE DEED:**

Letter of Intent (LOI) will be followed by a Lease Deed (in Original and Duplicate) 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**.

**45. 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.

**46. 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/Authority in the same condition as it was at the time, when Lessor/Authority handed over the possession to the Lessee. The Lessor/Authority shall not consider renewal of Lease, on the ground that the Lessee has made investment in the modification of the Leased premises.

**47. RIGHT TO REJECT ANY PROPOSAL, ANNUL THE PROCESS:**

Notwithstanding any provision contained in the tender Document, NMPT 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.

**48. SELECTION OF BIDDER :**

The Highest **Final Price offer (FPO)** received in the Forward e- Auction process will be considered as the basis for selection of Successful Bidder. However in cases of Single Bid or only one Bidder Technically qualifies, 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.

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

—oOo—

*Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease , for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.*

**SCHEDULE - A**

**CIVIL ENGINEERING DEPARTMENT  
NEW MANGALORE PORT AUTHORITY**

**“RE-TENDER FOR ALLOTMENT OF OPEN LAND AREA MEASURING 55 SQM ON THE NORTHERN SIDE OF PANAMBUR BEACH ROAD, ON LONG TERM LEASE , FOR DEVELOPING, OPERATING AND MANAGING CANTEEN; THROUGH E-TENDER CUM E-AUCTION PROCESS ”.**

**SECTION –IV**

**LIST OF DOCUMENTS TO BE SUBMITTED BY THE BIDDER**

**IN “ENVELOPE -I” – TECHNICAL BID**

<b>Sl No</b>	<b>Tender document Clause Reference No</b>	<b>Description of documents</b>	<b>Whether uploaded by the Bidder (Yes/No/NA*) and Ref. of Page Number of the Bid</b>
<b>1.</b>	CI No 33-A(i) of Instruction to Bidders (I.T.B)	<b>“Earnest Money Deposit”</b> Scanned copy of RTGS Payment details for EMD (bid security).(Annexure-1) or Scanned Copy of the Bank Guarantee towards EMD (Annexure-1A)	
<b>2.</b>	CI No 33-A(ii) of Instruction to Bidders (I.T.B)	<b>Tender Cost</b> Scanned copy of NEFT Payment details towards cost of tender (Annexure -2)	
<b>3.</b>	CI No 33-A(iii) of Instruction to Bidders(I.T.B) or Clause No 3(i) of Tender Notice	<b>BLANK.</b>	
<b>4.</b>	CI No 33-A(iv) of Instruction to Bidders (I.T.B)	Copy of valid Certificate/Lease as per Food Safety and Standards Act, 2006. (Annexure – 3)	
<b>5.</b>	CI No 33-A(v) of Instruction to Bidders (I.T.B)	Copy of the Income tax PAN Certificate (Annexure – 4)	
<b>6.</b>	CI No 33-A(vi) 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 -5)	

*Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.*

7.	CI No 33-A(viii) of Instruction to Bidders (I.T.B)	Self-certified statement certifying No pendency of mutually admitted Port dues – <b>(Annexure -6)</b>	
8.	CI No 33-A(ix) of Instruction to Bidders (I.T.B)	Photo Copy of the Ration Card/Adhar Card for address proof. <b>(Annwexure-7)</b>	
9.	CI No 33-A(x) of Instruction to Bidders (I.T.B)	Power of attorney in favour of the person authorized to sign the Tender document <b>(Annexure-8)</b>	
10.	CI No 33-A(xi) of Instruction to Bidders (I.T.B)	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 issued by the Authority, if any, and in case, the Bidder turns out to be the successful Bidder, the Bidder shall submit the duly signed Tender document along with the Corrigendum/Amendment, issued by the Authority, if any; before entering into Contract agreement with the Authority <b>(Annexure-9)</b>	
11.	CI No 33-A(xii) of Instruction to Bidders(I.T.B)	Details of the Bidder stating the, postal address, Contact telephone Numbers, PAN Number etc of the company/ firm /partnership/individual <b>(Annexure -10)</b> . The Bidder shall also upload scanned copies of Ration Card/Adhar card for address proof.	
12.	CI No 33-A(xiii) of Instruction to Tenderers (I.T.B)	Copy of the Goods & Service tax registration Certificate <b>(Annexure – 11)</b>	
13.	CI No 33-A(xvii)(a) of Instruction to Bidders (I.T.B)	A duly signed “Pre contract Integrity Pact” as per the Performa (uploaded in Envelope -I). <b>(Annexure-12)</b>	
14.	CI No 33-A(xvii)(b) of Instruction to Bidders (I.T.B)	An undertaking that the bidder has not made any payment or illegal gratification in connection with the bid as per Performa at <b>Annexure-13</b>	
15.	CI No 33-A(xvii)(c) of Instruction to Bidders (I.T.B)	A statement disclosing payment made / proposed to be made to the intermediaries in connection with the bid as per proforma at <b>Annexure-14.</b>	
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. <b>(Annexure - 15)</b>	
17.	CI No 33-A(xix) of	Details of the Party Opting for Refund of	

*Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease , for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.*

	Instruction to Bidders (I.T.B)	EMD Through e Payment( <b>Annexure -16</b> )	
<b>18.</b>	CI No 33-A(xx) of Instruction to Bidders (I.T.B)	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 ( <b>Annexure-17</b> )	

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 Signatue with seal

.....

Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.

**Annexure-1**

**CIVIL ENGINEERING DEPARTMENT**  
**NEW MANGALORE PORT AUTHORITY**  
**Panambur, Mangalore-575010**  
**Tele 0824-2407341, Telefax: 0824-2407149**

**RE-TENDER FOR ALLOTMENT OF OPEN LAND AREA MEASURING 55 SQM ON THE NORTHERN SIDE OF PANAMBUR BEACH ROAD, ON LONG TERM LEASE , FOR DEVELOPING, OPERATING AND MANAGING CANTEEN; THROUGH E-TENDER CUM E-AUCTION PROCESS .**

**SECTION-V**  
**EARNEST MONEY DEPOSIT**

A. EMD Details.

<b>Sl. No.</b>	<b>COVERED/OPEN SPACE No</b>	<b>DD/Chq No/BG No</b>	<b>Date</b>	<b>Name of the Bank</b>	<b>Amount (Rs)</b>
1					

**(Name and Signature of the Authorised Signatory)**

**NOTE:-**

- The Photo copy of the details of the EMD submitted by the Bidder shall be uploaded in Envelope-1

## BANK GUARANTEE PROFORMA FOR EARNEST MONEY DEPOSIT

In consideration of the Board of the New Mangalore Port Authority (hereinafter called 'the Board', which expression shall unless excluded by or repugnant to the subject or context include their successors in office and assigns) having agreed to accept from \_\_\_\_\_ having office at \_\_\_\_\_ (hereinafter called 'the said Bidder, which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives ') Earnest money in the form of Bank Guarantee, under the terms and conditions of tender \_\_\_\_ dated, in connection with the **“RE-TENDER FOR ALLOTMENT OF OPEN LAND AREA MEASURING 55 SQM ON THE NORTHERN SIDE OF PANAMBUR BEACH ROAD, ON LONG TERM LEASE , FOR DEVELOPING, OPERATING AND MANAGING CANTEEN; THROUGH E-TENDER CUM E-AUCTION PROCESS ”** (hereinafter called 'the said tender') for due observance of the said Bidder of the stipulations to keep the offer open for acceptance for a period of 180 days from the date of opening of the e-tenders, to execute an agreement within the time specified, furnish fresh Bank Guarantee for the said amount as part of Security for the due and faithful fulfillment of the contract on acceptance of the tender, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees -- only).

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

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

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

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

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

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2016

### NOTE:

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

Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.

**Annexure-2**

**CIVIL ENGINEERING DEPARTMENT**  
**NEW MANGALORE PORT AUTHORITY**  
**Panambur, Mangalore-575010**  
**Tele 0824-2407341,Telefax: 0824-2407149**

**“RE-TENDER FOR ALLOTMENT OF OPEN LAND AREA MEASURING 55 SQM ON THE NORTHERN SIDE OF PANAMBUR BEACH ROAD, ON LONG TERM LEASE , FOR DEVELOPING, OPERATING AND MANAGING CANTEEN; THROUGH E-TENDER CUM E-AUCTION PROCESS”**

**SECTION-V**

**TENDER DOCUMENT FEE / TREASURY RECEIPT**

B. Tender fee Details.

<b>Sl. No.</b>	<b>RTGS/NEFT No</b>	<b>Date</b>	<b>Name of the Bank</b>	<b>Amount (Rs)</b>
1				

**(Name and Signature of the Authorized Signatory))**

**Note:**

\* The Photo copy of the RTGS/NEFT transaction documents towards purchase of Tender document shall be uploaded along with Envelope-I

*Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.*

---

**Annexure-3**

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

**Panambur, Mangalore-575010**  
**Tele 0824-2407341,Telefax: 0824-2407149**

**“RE-TENDER FOR ALLOTMENT OF OPEN LAND AREA MEASURING 55 SQM ON THE NORTHERN SIDE OF PANAMBUR BEACH ROAD, ON LONG TERM LEASE , FOR DEVELOPING, OPERATING AND MANAGING CANTEEN; THROUGH E-TENDER CUM E-AUCTION PROCESS.”**

**SECTION-V**

**THE COPY OF VALID CERTIFICATE/LEASE AS PER FOOD SAFETY AND STANDARDS ACT, 2006.**

**(Name and Signature of the Authorised Signatory)**

**Note:**

*\* The Bidder should upload the copy of the Food Lease as Annexure 3 in Envelope-I*

*Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.*

---

**Annexure-4**

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

**Panambur, Mangalore-575010**  
**Tele 0824-2407341,Telefax: 0824-2407149**

**“RE-TENDER FOR ALLOTMENT OF OPEN LAND AREA MEASURING 55 SQM ON THE NORTHERN SIDE OF PANAMBUR BEACH ROAD, ON LONG TERM LEASE , FOR DEVELOPING, OPERATING AND MANAGING CANTEEN; THROUGH E-TENDER CUM E-AUCTION PROCESS.”**

**SECTION-V**

**COPY OF THE INCOME TAX PAN CERTIFICATE**

**(Name and Signature of the Authorised Signatory)**

**Note:**

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

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

**Panambur, Mangalore-575010**  
Tele 0824-2407341,Telefax: 0824-2407149

**“RE-TENDER FOR ALLOTMENT OF OPEN LAND AREA MEASURING 55 SQM ON THE NORTHERN SIDE OF PANAMBUR BEACH ROAD, ON LONG TERM LEASE , FOR DEVELOPING, OPERATING AND MANAGING CANTEEN; 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 Dy.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**

**CIVIL ENGINEERING DEPARTMENT**  
**NEW MANGALORE PORT AUTHORITY**  
**Panambur, Mangalore-575010**  
**Tele 0824-2407341,Telefax: 0824-2407149**

**“RE-TENDER FOR ALLOTMENT OF OPEN LAND AREA MEASURING 55 SQM ON THE NORTHERN SIDE OF PANAMBUR BEACH ROAD, ON LONG TERM LEASE , FOR DEVELOPING, OPERATING AND MANAGING CANTEEN; 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 mutually admitted pending dues payable by me/us to NMPT.

**Yours faithfully,**

**Signature** \_\_\_\_\_ :

**Name & Designation** \_\_\_\_\_ :

**Note:**

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

*Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.*

---

**Annexure-7**

**CIVIL ENGINEERING DEPARTMENT**  
**NEW MANGALORE PORT AUTHORITY**  
**Panambur, Mangalore-575010**  
**Tele 0824-2407341,Telefax: 0824-2407149**

**“RE-TENDER FOR ALLOTMENT OF OPEN LAND AREA MEASURING 55 SQM ON THE NORTHERN SIDE OF PANAMBUR BEACH ROAD, ON LONG TERM LEASE , FOR DEVELOPING, OPERATING AND MANAGING CANTEEN; 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 Authorised Signatory)**

**Note:**

- *\*Bidder (Authorized Signatory) shall submit a self-certified Photo Copy of the Ration Card or Aadhar Card. This shall be uploaded along with the Technical Bid in Envelope-1*

**SECTION-V**

**Annexure-8**

**FORMAT OF POWER OF ATTORNEY**

Know all men by these presents, I/we, ..... (name of firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife and presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as Lessee for the **“RE-TENDER FOR ALLOTMENT OF OPEN LAND AREA MEASURING 55 SQM ON THE NORTHERN SIDE OF PANAMBUR BEACH ROAD, ON LONG TERM LEASE , FOR DEVELOPING, OPERATING AND MANAGING CANTEEN; 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 Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2015 For .....(Signature, name, designation and address)

Witnesses:

Self Certified

Accepted

(Signature, name, designation and address of the Attorney)

(Name and Signature of the Authorised Signatory)

**\* Note:**

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

**CIVIL ENGINEERING DEPARTMENT**  
**NEW MANGALORE PORT AUTHORITY**  
**Panambur, Mangalore-575010**  
Tele 0824-2407341,Telefax: 0824-2407149

**“RE-TENDER FOR ALLOTMENT OF OPEN LAND AREA MEASURING 55 SQM ON THE NORTHERN SIDE OF PANAMBUR BEACH ROAD, ON LONG TERM LEASE , FOR DEVELOPING, OPERATING AND MANAGING CANTEEN; 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/SE(C-II)/EST/CANBE-RETNDR/2022-23** and in case, I/We turn out to be the successful Bidder, I/We shall submit the duly signed Tender document No **CE/SE(C-II)/EST/CANBE-RETNDR/2022-23** along with the Corrigendum/Amendment, issued by the Authority, if any; before entering into Contract agreement with the Authority.

**Yours faithfully,**

**Signature** \_\_\_\_\_ :

**Name & Designation** \_\_\_\_\_ :

**Note:**

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

**CIVIL ENGINEERING DEPARTMENT  
NEW MANGALORE PORT AUTHORITY**

**Panambur, Mangalore-575010  
Tele 0824-2407341,Telefax: 0824-2407149**

**“RE-TENDER FOR ALLOTMENT OF OPEN LAND AREA MEASURING 55 SQM ON THE NORTHERN SIDE OF PANAMBUR BEACH ROAD, ON LONG TERM LEASE , FOR DEVELOPING, OPERATING AND MANAGING CANTEEN; THROUGH E-TENDER CUM E-AUCTION PROCESS.”**

**SECTION-V**

1.	Name of the Bidder offering the bid	
2.	Postal Address	
3.	Telephone No	
4.	Email ID	
5.	Income tax PAN No	
6.	Adhar Card No. The Bidder shall also upload scanned copy of Adhar card for address proof.	
7.	Goods & 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 Covered/Open space 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/Open space, surroundings, etc,	
14.	Likely date of commencement of Business	
15.	Documents to claim experience in successfully operating and maintaining Public amenity related activities or any petty business viz., Canteens, Canteen, cafeteria, Offices/Banks etc in the last 3 (three) years..	

**(Name and Signature of the Authorised Signatory)**

**Note:**

- Self-Certified copies of Ration Card/Adhar card for address proof.shall be uploaded in Envelope-I

*Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.*

---

**Annexure-11**

**CIVIL ENGINEERING DEPARTMENT**  
**NEW MANGALORE PORT AUTHORITY**  
**Panambur, Mangalore-575010**  
**Tele 0824-2407341,Telefax: 0824-2407149**

**“RE-TENDER FOR ALLOTMENT OF OPEN LAND AREA MEASURING 55 SQM ON THE NORTHERN SIDE OF PANAMBUR BEACH ROAD, ON LONG TERM LEASE , FOR DEVELOPING, OPERATING AND MANAGING CANTEEN; THROUGH E-TENDER CUM E-AUCTION PROCESS .”**

**SECTION-V**

**COPY OF THE GOODS & SERVICE TAX REGISTRATION CERTIFICATE**

**(Name and Signature of the Authorised Signatory)**

**Note:**

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

**CIVIL ENGINEERING DEPARTMENT**  
**NEW MANGALORE PORT AUTHORITY**  
**Panambur, Mangalore-575010**  
**Tele 0824-2407341, Telefax: 0824-2407149**

**“RE-TENDER FOR ALLOTMENT OF OPEN LAND AREA MEASURING 55 SQM ON THE NORTHERN SIDE OF PANAMBUR BEACH ROAD, ON LONG TERM LEASE , FOR DEVELOPING, OPERATING AND MANAGING CANTEEN; THROUGH E-TENDER CUM E-AUCTION PROCESS .”**

**SECTION-V**

**PRE CONTRACT INTEGRITY PACT (ON STAMP PAPER OF REQUISITE VALUE)**

**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 Capt. S.R Pattanayak, Chief Engineer (Civil) Stat (Name & Designation of the Officer), New Mangalore Port Authority (hereinafter called the ‘AUTHORITY’, which expression shall mean and include, unless the context otherwise requires, his 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 successors and permitted assigns) of the Second Part.

WHEREAS the ‘AUTHORITY’ 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 ‘AUTHORITY’ 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 ‘AUTHORITY’ to allot land/space 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 'AUTHORITY' 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/ AUTHORITY'**

- 1.1 The 'AUTHORITY' undertakes that no official of the 'AUTHORITY', 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, organisation 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 'AUTHORITY' 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 'AUTHORITY' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'BUYER/ AUTHORITY' with full and verifiable facts and the same is prima facie found to be correct by the 'AUTHORITY' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/ AUTHORITY' 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/ AUTHORITY' 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

- 'AUTHORITY' connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'AUTHORITY' 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 'AUTHORITY' 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 'AUTHORITY' 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/AUTHORITY' 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/AUTHORITY' 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 'AUTHORITY' or alternatively, if any relative of an officer of the 'AUTHORITY' 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 'AUTHORITY'.

#### **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 (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in Bid Document) as Earnest Money/Security Deposit, with the 'BUYER/ AUTHORITY' through any of the following instruments:
- (i) Transaction details (RTGS/NEFT) \_\_\_\_\_
  - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the 'AUTHORITY' on demand within 3 working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the 'BUYER/ AUTHORITY' 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/Security Deposit 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 'AUTHORITY', 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 'AUTHORITY' 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 'AUTHORITY' 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 'AUTHORITY' 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 Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'AUTHORITY' and the 'BUYER/ AUTHORITY' 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 'AUTHORITY', 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 'AUTHORITY' 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 'AUTHORITY', alongwith 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 'AUTHORITY' resulting from such cancellation/rescission and the 'AUTHORITY' 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 'AUTHORITY'.

- 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 'AUTHORITY' with the BIDDER, the same shall not be opened.
  - x. Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/ AUTHORITY' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The 'AUTHORITY' 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 'AUTHORITY' 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 lower 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 lower 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 'AUTHORITY', if the contract has already been concluded.

#### **8.Independent Monitors**

- 8.1 The 'AUTHORITY' 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: **Prem Chand Pankaj, Ex CMD, NEEPCO, Gurgaon.**
- 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 'AUTHORITY'. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the 'AUTHORITY', 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 'AUTHORITY', 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 'AUTHORITY' within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / AUTHORITY / 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 'AUTHORITY' 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.' The place of performance and jurisdiction is the seat of the 'AUTHORITY'. That is Mangalore.

#### **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 'AUTHORITY' 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.

*Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.*

---

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 \_\_\_\_\_

AUTHORITY

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 AUTHORITY in regard to involvement of Indian agents of foreign bidders.

**Note:**

- *The Bidder should upload this in Envelope-1*
- *The original document shall be submitted by post or by hand immediately after the closing date for submission of online e-tender*

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

**Panambur, Mangalore-575010**  
Tele 0824-2407341,Telefax: 0824-2407149

**“RE-TENDER FOR ALLOTMENT OF OPEN LAND AREA MEASURING 55 SQM ON THE NORTHERN SIDE OF PANAMBUR BEACH ROAD, ON LONG TERM LEASE , FOR DEVELOPING, OPERATING AND MANAGING CANTEEN; 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/SE(C-II)/EST/CANBE-RETNDR/2022-23** , so as to influence the bid process and have not committed any offence under the PC act in connection with the bid.

**Yours faithfully,**

**Signature** \_\_\_\_\_ :

**Name & Designation** \_\_\_\_\_ :

**Note:**

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

Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.

Annexure-14

**CIVIL ENGINEERING DEPARTMENT**  
**NEW MANGALORE PORT AUTHORITY**  
**Panambur, Mangalore-575010**  
Tele 0824-2407341,Telefax: 0824-2407149

**“RE-TENDER FOR ALLOTMENT OF OPEN LAND AREA MEASURING 55 SQM ON THE NORTHERN SIDE OF PANAMBUR BEACH ROAD, ON LONG TERM LEASE , FOR DEVELOPING, OPERATING AND MANAGING CANTEEN; 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. **CE/SE(C-II)/EST/CANBE-RETNDR/2022-23.**

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

**Yours faithfully,**

**Signature** \_\_\_\_\_ :

**Name & Designation** \_\_\_\_\_ :

**Note :**

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

*Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.*

**Annexure-15**

**CIVIL ENGINEERING DEPARTMENT**  
**NEW MANGALORE PORT AUTHORITY**  
**Panambur, Mangalore-575010**  
Tele 0824-2407341, Telefax: 0824-2407149

**“RE-TENDER FOR ALLOTMENT OF OPEN LAND AREA MEASURING 55 SQM ON THE NORTHERN SIDE OF PANAMBUR BEACH ROAD, ON LONG TERM LEASE , FOR DEVELOPING, OPERATING AND MANAGING CANTEEN; 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/SE(C-II)/EST/CANBE-RETNDR/2022-23 .**

Yours faithfully,

Signature :

Name & Designation :

**Note:**

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

Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.

**Annexure-16**

**CIVIL ENGINEERING DEPARTMENT**  
**NEW MANGALORE PORT AUTHORITY**  
**Panambur, Mangalore-575010**  
**Tele 0824-2407341, Telefax: 0824-2407149**

**“RE-TENDER FOR ALLOTMENT OF OPEN LAND AREA MEASURING 55 SQM ON THE NORTHERN SIDE OF PANAMBUR BEACH ROAD, ON LONG TERM LEASE , FOR DEVELOPING, OPERATING AND MANAGING CANTEEN; THROUGH E-TENDER CUM E-AUCTION PROCESS .”**

**SECTION-V**

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

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

**(Name and Signature of the Authorised Signatory)**

**Note:**

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

Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.

Annexure-17

**CIVIL ENGINEERING DEPARTMENT**  
**NEW MANGALORE PORT AUTHORITY**  
**Panambur, Mangalore-575010**  
**Tele 0824-2407341, Telefax: 0824-2407149**

**“RE-TENDER FOR ALLOTMENT OF OPEN LAND AREA MEASURING 55 SQM ON THE NORTHERN SIDE OF PANAMBUR BEACH ROAD, ON LONG TERM LEASE, FOR DEVELOPING, OPERATING AND MANAGING CANTEEN; 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 Land Parcel 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:**

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

**Annexure- A**

THIS AGREEMENT FOR LEASE made on ..... day of ..... Two Thousand and **Twenty Three** between

(1) THE BOARD OF THE New Mangalore Port Authority, a body corporate under the **Major Port Authority Act, 2021**, having its office at Panambur, Mangalore, Karnataka, represented by its Chief Engineer (Civil)Stat, Capt. S.R Pattanayak , son of Shri Umesh Chandra Pattanayak, aged 51 years having office AO Building, Panambur, Mangalore Karnataka State (hereinafter called "**the Lessor**") which expression shall mean and include the successors, assignees and representatives on the one part

AND

(2) **M/s** .....(Name of the firm); represented by its..... (Designation), Sri ....., Son of ....., aged ..... years, living at ..... (Residential Address) hereinafter referred as the LESSEE; which expression shall mean and include their heirs, Executors, Administrator, Legal representatives, Successors and assignees of the other part,

**WHEREAS,**

The Lessor proposes to allot the Land area on Long term Lease basis to the Lessee for the purpose of their business or activity in the said property in terms of the provisions set out there under.

**WHEREAS,**

The Lessor proposes to allot the land area measuring 55 Sqm on long term Lease basis for a period of Two (2) years from .....2023 to .....2025 to the entrepreneurs for the purpose of **Development, Operation and Management of Canteen** in the said property in terms of the provisions set out thereunder. **The Lease period of initial Two years may be further extended upto a period of 5 years from the date of commencement of lease; with mutual consent of Lessee and Lessor.**

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

*Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.*

---

Site, on Lease.

## **NOW THIS DEED WITNESSETH AS FOLLOWS:-**

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

- a. The Letter of Intent ;
- b. The Said Tender ;
- c. The Conditions of Contract (Section I ,II, III, IV and V)
- d. The Technical Bid downloaded from, the CPP portal;
- e. The e-price Bid documents downloaded from the CPP portal
- f. The Addenda
- g. Letters exchanged between the Lessor and the Lessee upto the issue of Letter of Intent

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

ALL THAT piece of Land Parcel/ Plot No **CAN-1** containing by admeasurements **55.00** Sqm or thereabouts; and situated, **on the northern side of Panambur Beach Road, outside KK Gate Truck Parking Terminal** which piece/s of premises/ Demised land area areas are more particularly described in the schedule hereunder written and for greater clarity, delineated with the boundaries thereof on the Plan annexed hereto (hereinafter called the "**Leased Premises**") TO HOLD the same for developing facilities for "**Development, Operation and Management of Canteen,**" Project under the Leased Agreement, for the term beginning on ..... (**Lease commencement date**) and ending on .....( the date of expiry of the Lease Period of Two (2) 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 **35.17**/Sqm/month quoted by the Lessee in the Tender. The Lease fees rate on the date of commencement of Lease shall be the Lessee's Quoted Tender Premium Plus the Reserve Price. ( Rs ...../Sqm/month + **35.17**/Sqm/month = Rs ...../Sqm/month)
- b) The **Lease period of initial 2 (Two) Years may be further extended upto Five**

*Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.*

**(5) years period from the date of commencement of lease; with mutual consent of Lessee and Lessor.**

- c) The Tender Premium Quoted by the Bidder over the Reserve Price/SoR will be a constant factor throughout the lease period.
- d) The Reserve Price/Port SoR shall undergo annual escalation at the rate of 2% on 11th March of every year or will undergo periodic revision once in every 5 (five) years period of time from the effective date of its notification. The next revision of Port SoR is due in the year 2027.

To illustrate, if Reserve Price/Port SoR is “A”, Bidder’s quoted Tender premium is “B”, then

- Monthly lease rent rate per sq.m. will be A+B
  - Constant factor throughout the lease period will be B and
  - Annual escalation @ 2% and periodic revision of Port SoR (Once in every 5 years period) will be applicable only to A
- e) The Lease fees rate offered by the Bidder will be the sum of the updated Reserve price and the Constant Tender premium rate quoted by Bidder over and above the Reserve Price of the Premises. The Lease fee for the first term and subsequent terms shall be as follows :-

Year	Lease Period	Constant Tender premium rate	Reserve price	Total Lease fee (LF) rate
		(Rs/Sqm/Month)		
1	2023 to 2024	.....	35.17	
	2024 to 2025		35.87	
The Lease fee rate for the subsequent terms if the Lease period is extended beyond two tears period.				
2	2025 to 2026	.....		
3	2026 to 2027	.....		
4	2027 to 2028			

- f) The Lessee shall pay the Lessor the Term Lease fees (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 Fees clear of all deductions payable on or before the date of commencement of corresponding Lease year. The Lessee shall pay the Lessor the first term Lease fees of **Rs .....** (**Rupees ..... Only**) plus **applicable** Goods And Service Tax (GST), **applicable** Cess at prevailing rate for the Lease period from .....2023 to .....2025.(First term Lease Period).
- g) The Lessee shall pay the Lessor as Security Deposit for the Lease of the premises/ Land area indicated hereinbefore, an amount of **Rs ...../-** (**Rupees ..... Only**).The security deposit shall be equivalent to One month's Lease fees.
2. The LESSEE shall pay all taxes ( with applicable Goods and Service tax), 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 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)/service tax and any other applicable cess as per prevailing rates at the time of raising demand shall be remitted to the Port along with the Term Lease amount.
  3. The LESSEE shall keep the allotted premises clean and not to damage it or allow anything to be done therein which may endanger the adjacent premises to be damaged and will hand over the said Land area in good condition to LESSOR on termination of this Agreement.
  4. The premises shall be used only for the purpose of "**Development, Operation and management of Canteen**" and for no other purpose.
  5. The LESSEE shall put up any additional permanent structures / Temporary structures on the Leased premises with prior approval of the LESSOR.
  6. 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.
  7. The LESSEE shall not keep any materials of dangerous nature or keeping of any material which may contravene any act or local regulations on the leased land area.
  8. 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 sub-contractor/s, his/their servants, agents or workmen.

9. 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 demised land area, construction of structures, 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.
10. 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.
11. If the LESSEE makes default in payment of the Lease Fees, 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.
12. 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.
13. 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 three (3) months' notice.
14. The LESSEE shall have no objection to the LESSOR for granting any other Lease to any other Stakeholder for similar facility anywhere else at the Port premises.
15. 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.

16. 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.
17. In the event the LESSEE desires to terminate the Lease (pre closure), the LESSEE has to give **three (3) months** prior notice. After the notice period of three (3) months, the Lease shall come to an end.
18. In the event of the allotted land area is required by the Lessor, the Lessee shall handover the land/building within three **(3)** months from the date of issuance of such Notice to the Lessee by the Lessor to vacate the allotted land/building, failing which the Lessee shall be evicted under the provisions of applicable law or any other act. The Lessor shall not be liable to pay any compensation on this account.
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 for the subject and other expenses of any kind for establishment and rendering of the services shall be incurred by the LESSEE. The LESSEE shall provide all the necessary building and furniture at his own cost and shall always keep the said demised land area 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. The LESSEE himself would be particularly responsible for the upkeep in respect of floor, walls, doors and windows at his own cost.
21. The LESSOR may require the LESSEE to dismiss or remove from the Demised land area 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 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 fees because of such shifting.

- 23.** The LESSEE is prohibited from encroaching the adjacent land area. The encroachment of Port land area shall be treated as default of Lessee and will be treated as unauthorized occupation of Port land. The Lessee shall be liable to pay compensation at 3 times the applicable annual lease rent for the wrong usage and occupation of the land, till vacant possession is obtained.
- 24.** The LESSEE shall not exhibit in the said land area 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 Demised land area or use the said land area for the purpose other than that on 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 Demised land area, if the LESSEE renders service on credit. The LESSEE does so at his own risk and the LESSOR will not be bound to compensate him any way.
- 28.** The LESSEE shall allow representative of LESSOR to enter the Demised land area 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 Demised land area 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 structure installed in the demised land area by the Lessee, which are not due to wear and tear.
- 30.** The LESSEE shall perform all its activities in accordance with all Port Regulations/directions and follow all safety norms as may be prescribed by the competent/statutory authorities from time to time and the same are deemed to

be a part of the Lease Deed and shall be binding on the LESSEE.

31. The Lease deed **shall be governed by provisions of Land Policy Guidelines, The Public Premises (Eviction of Unauthorized Occupants) Act 1971, The Major Ports Authority Act 2021, The Indian Ports Act 1908, The Transfer Of Property Act 1882, Indian Contract Act 1872** and all other applicable laws and 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, pafeesage, 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 confirm 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 and indemnified against all claims throughout the Lease Period.
36. The LESSEE shall bear and pay wholly and exclusively the stamp duty 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.
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 fees 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 fees payable to the LESSOR or permission for sale of additional items.
- 39.** 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.
- 40.** On the expiry or termination of the Lease , the LESSEE shall peacefully vacate and surrender possession of the demised premises to the Board 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 their 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.
- 41. On the expiry of the period of this Lease there shall be no automatic renewal.** That in the event of the Lessor not renewing the Lease period at the end of **two (2) years** period, the Lessee shall not be entitled for any compensation of whatsoever nature from the Lessor for the expenses incurred in respect of the development of the said demised premises of any kind of whatsoever nature.
- 42.** The Demised land area shall not be used for residential or any other purposes; other than that stipulated in this Agreement.

*Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.*

43. 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.
44. 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 Demised land area.
45. The LESSEE shall immediately report the attack of any dangerous or infectious disease to any members in his house or that of the workers to the LESSOR.
46. 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.
47. The LESSEE shall be responsible to obtain all statutory clearances from the Statutory Authorities viz MUDA, City Corporation, Custom/Excise Authorities, Pollution Control Board etc 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.
48. 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.
49. The LESSEE shall be governed by law of India and Court of Mangalore shall have exclusive jurisdiction.
50. Any disputes or differences of whatsoever nature, however arising under or out of or in relation to this Lease Agreement (including but not limited to its interpretation) between the parties shall in the first instance be attempted to be resolved amicably. Failing the amicable settlement, the dispute shall be referred to the Chairman, New Mangalore Port Authority, whose decision shall be final and binding on both the parties.

#### **SCHEDULE**

The Open land parcel CAN-1, measuring an area of **55.0 Sqm** situated in Panambur of Mangalore Taluk within the limits of Mangalore City Corporation and comprised in following Sy. Nos

<b>Item No</b>	<b>Sy. No</b>	<b>Extent (Acres)</b>
<b>Panambur Village</b>		
<b>1.</b>	120	

*Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.*

Item No	Sy. No	Extent (Acres)
2.		
	Grand Total (55 Sqm)	<b>0.014</b>

With all easementary rights , appurtenant there to and bounded by

North :	NMPA Truck Parking Terminal
East :	NMPA land
South :	Beach Road/NMPA Land
West :	NMPA Land

The plan above referred to is appended.

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

The common seal of the Board of Major Port Authority for New Mangalore Port has been affixed and signed of the NMPA for and on behalf of the Board of New Mangalore Port Authority:

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.

**LESSEE**

**LESSOR**

*Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.*

---

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

(To be enclosed in Envelop No-I)

**FORM OF TENDER**

**“RE-TENDER FOR ALLOTMENT OF OPEN LAND AREA MEASURING 55 SQM ON THE NORTHERN SIDE OF PANAMBUR BEACH ROAD, ON LONG TERM LEASE , FOR DEVELOPING, OPERATING AND MANAGING CANTEEN; THROUGH E-TENDER CUM E-AUCTION PROCESS ”.**

**INSTRUCTION:**

1. Strike out whichever is not applicable and fill in all the blanks.
2. All additions and alterations in the form should be initialed by the Bidder without which it will not be regarded as authentic.
3. Wherever found necessary, information may be furnished on separate sheets which should be signed at the end of each page.
4. The Authority shall reserve the right to allot the space at its sole discretion and no dispute in this regard shall be entertained.
5. Each page to be signed.
6. Details of Bidder:

i) Type of Bidder

- :
- ( ) Individual
  - ( ) Proprietary concern
  - ( ) Partnership firm
  - ( ) Private Limited Company
  - ( ) Public or Private Trust
  - ( ) Society Registered under Karnataka Govt. Co.op
  - ( ) Act.
  - ( ) Others (Pl. Specify)

(ii)	Name of Bidder	
(iii)	Other details of Bidder	
(iv)	Name of the Partner in case of partnership firm	
(v)	Name of the Authorized Signatory	
(vi)	Designation	
(viii)	Address of its registered office	
	Address for communication	
	Telephone No	Office
		Residence
	Fax	

*Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.*

		email
(ix)	List of documents enclosed.	

**7. Offer:**

I/We desire and hereby make an offer for allotment of premises/ Land Parcel No..... **admeasuring 50. Sqm** in the accompanying statement at Appendix 'I' to the Form of Tender for **Two (2) years** on Lease on terms and conditions of tender specified in the invitation of offer and general terms and conditions prescribed by NMPT and MINISTRY OF PORTS, SHIPPING AND WATER WAYS (MOPSW) for Lease of space which shall be deemed to form part of the offer, as if the same were specifically incorporated herein:

**8. Earnest Money Deposit (EMD) and Tender Fee:**

- i. I / We enclosed EMD in the form of D.D. No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_ drawn in favour of The FA&CAO, New Mangalore Port Authority on \_\_\_\_\_ (Name of Bank and Branch) payable in Mangalore in the Envelope No.1 towards EMD.
- ii. I / We enclosed Tender fee in the form of NEFT. No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_ drawn in favour of The FA&CAO, New Mangalore Port Authority on \_\_\_\_\_ (Name of Bank and Branch) payable in Mangalore in the Envelope No. 1 towards Tender fee.

**9. TERMS AND CONDITIONS OF OFFER:**

- a. I/We shall keep this offer valid for 180 days from the date of opening of offer and will not revoke it before expiry of 180 days from the date of opening of the offer and in the event of my/our failure to keep offer open for 180 days from the date of opening of offer, the EMD paid by me/us under this offer shall absolutely be forfeited to the Authority.
- b. Within **60** days from the date of issue of the communication signifying to me/us acceptance by The Authority of my/our offer, I/We agree to pay to THE AUTHORITY the first year Annual Lease rent and security deposit along with the Acceptance Letter.
- c. The Prescribed time shall be the essence of the Contract. I/We have inspected the site /space for which I/We have quoted. I/We shall agree to pay the annual Lease rent every year throughout the Lease period from the second year of Lease as per the terms and conditions stipulated **at clause 3 of Section -I** of the Tender, on or before seven days prior to the commencement of the corresponding Lease year.

*Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.*

---

- d) A Notice or letter of communication addressed to me/us at the address given under item (ii) and (vii) of point no.6 above, by registered post, will be deemed as valid and proper notice of intimation to me/us.
- e) I/We declare that I/We read and understood the ‘General Terms & Conditions prescribed by The Authority for leasing of space of premises/ Land Parcel’ governing the allotment of space, inspected the condition of physical infrastructure available on the site at the space offered as well as title deed of premises/ Land Parcel, plans and specifications of the premises/ Land Parcel, and deeds to be executed and do hereby undertake to execute them when called upon to do so, and abide by the decision of the Port Authority.
- f) I/We declare that the information stated herein above is absolutely correct and any error or otherwise will be sufficient justification for the Authority to revoke at any time acceptance of my/our offer for allotment of the concerned space.
- g) I/We understand and accept that the Authority 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)

**Note:** *The Bidder can submit the additional information in their own letterhead and upload the same along with the Form of tender.*

*Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.*

---

#### **APPENDIX- I To Form of Tender**

**“RE-TENDER FOR ALLOTMENT OF OPEN LAND AREA MEASURING 55 SQM ON THE NORTHERN SIDE OF PANAMBUR BEACH ROAD, ON LONG TERM LEASE , FOR DEVELOPING, OPERATING AND MANAGING CANTEEN; THROUGH E-TENDER CUM E-AUCTION PROCESS ”.**

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

Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.

### **DUMMY 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	“RE-TENDER FOR ALLOTMENT OF OPEN LAND AREA MEASURING 55 SQM ON THE NORTHERN SIDE OF PANAMBUR BEACH ROAD, ON LONG TERM LEASE , FOR DEVELOPING, OPERATING AND MANAGING CANTEEN; THROUGH E-TENDER CUM E-AUCTION PROCESS ”.
e-Tender Notice No	<b>CE/SE(C-II)/EST/CANBE-RETNDR/2022-23</b>
Name of the Bidder/Bidding Firm/Company	
<b>PRICE SCHEDULE</b>	
This Price Bid Schedule/BOQ template/format must not be modified by the Bidder and the same should be uploaded after filling the relevant columns. The Bidders are allowed to enter Bidder Name and Values Only	

Sl No	Item Description	Item Code	Qty	Units	Reserve Price in Rs/Sqm /Month (Base year 2023-24)	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)
01	Leasing of Land Parcel <b>No CAN-1</b> , at the location as shown in the Layout drawing	01	55.00	Sqm	35.17			

**Note:-**

**Reserve Price** = The reserve price of Rs 35.17/Sqm/month (Base year 2023-24) shall be updated every year throughout the Lease period as per the applicable Port SoR.

Note:

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

- i. The Bidder shall always quote “Constant Tender premium rate” over and above the Reserve Price of Rs **35.17/Sqm/Month**. (Base year 2023-24) . **“Constant Tender premium” shall be always greater than Zero. “Constant Tender premium” of Rs 0/Sqm/month and less will not be considered and the Bid will be rejected**
- ii. The Reserve Price shall be updated every year as per the applicable Port SoR throughout the Lease Period.
- iii. The Tender premium offered by the Bidder during the Tender cum Auction process shall remain constant throughout the Lease period..
- iv. **The Bidder shall note that in the Price Bid given in the e-portal, the Bidder shall quote only the 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 Bidder’s 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.
- v. The Lease rent rate offered by the Bidder will be the sum of the updated Reserve price (Reserve price shall be escalated **every year** at the rate of 2% per annum or revised once in every 5 years period) and the 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 Constant Tender Premium) will always be greater than the reserve price (>).
- vii. 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 fees to the Port account within the prescribed time limit, the Letter of Intent shall be withdrawn and EMD shall be forfeited.

Date:

Re-tender for allotment of open land area measuring 55 sqm on the northern side of Panambur Beach road, on long term lease, for Developing, Operating And Managing Canteen; through e-Tender cum e-Auction process.

Place:

(Signature with seal )

(Bidder's full name)

### LOCATION PLAN

