



जवाहरलाल नेहरू पत्तन न्यास
(यातायात विभाग)
JAWAHARLAL NEHRU PORT TRUST
(Traffic Department)

Tender No. : JNP/TRAFFIC/2017/105

Name of Work : SELECTION OF TRANSPORTER FOR PROVIDING TRANSPORT SOLUTION FOR VARIOUS IDENTIFIED ROUTES FOR DIRECT PORT DELIVERY (DPD) ISO FREIGHT CONTAINERS FROM THE FOUR TERMINALS OF JNPT

Tender Document Fees : Rs. 10,000/- (Ten Thousand only) Non refundable

Address for Correspondence : The Chief Manager (Traffic)
Jawaharlal Nehru Port Trust
Administration Building
Sheva, Navi Mumbai - 400707
Tel : +91-22-27244191/67814191
Fax: +91-22-27244180/67814180
E-mail: cmt@jnport.gov.in
JNPT Website: www.jnport.gov.in
E-Tendering Website: www.eprocure.gov.in

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Disclaimer

The information contained in this Request for Proposal (RFP) has been prepared solely to assist prospective Tenderers in making their decision of whether or not to submit their financial bid. Jawaharlal Nehru Port Trust (JNPT) does not purport this information to be all-inclusive or to contain all the information that a prospective Tenderer may need to consider in order to submit the proposal. The designs, drawings, technical data and any other information provided in this RFP is indicative and neither JNPT nor its employees, officers nor its consultants will make or will be deemed to have made any current or future representation, promise or warranty, express or implied as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a Tenderer, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this tender document.

The data related to the volume handled by importers, end locations and routes are derived based on information received from the Customs for the year 2015-16. The accuracy or completeness of the information provided in this RFP shall need to be assessed by the tenderers. Interested parties are advised to carry out their own investigations and analysis of any information contained or referred to herein or made available at any stage in the bidding process in relation to Project.

This RFP is provided for information purposes only and upon the understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the Project in relation to which it is being issued.

The information and statements made in this RFP have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise.

JNPT makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document.

JNPT reserves the right to modify, suspend, change or supplement this RFP. Any change to the RFP will be notified to all the Tenderers. No part of this RFP and no part of any subsequent correspondence by JNPT, its employees, officers or its consultants shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligation. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having JNPT to enter into and approve such agreements.

JNPT reserves the right to reject all or any of the Bids submitted in response to this tender document at any stage without assigning any reasons whatsoever.

All Tenderers are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. JNPT may in its sole discretion proceed in the manner it deems appropriate which may include deviation from its expected evaluation process, the waiver of any requirements, and the request for additional information. Unsuccessful tenderers will have no claim whatsoever against JNPT nor its employees, officers nor its consultants.

Preamble to the Tender

Jawaharlal Nehru Port Trust (JNPT) Navi Mumbai is one of the twelve Major Ports of India. Commissioned in the year 1989, it is the number one container port in the country. JNPT has initiated various steps to improve all the productivity parameters to reduce the cost and time for doing business through the port.

At present, port is stacking the containers CFS/ ICD wise and allocating the cargo to the trucks on “best-pick” model and “cherry-picking” model is not possible. However, with the DPD facility, the port will need to create additional stacks equivalent to the number of DPD clients in order to continue on the “best-pick” mode. This is not possible due to the high number of DPD clients and limitation of the yard area, equipment and manpower capacity.

To find out a suitable solution to this, the transportation system at various PSUs was studied, however, there was no similar example for arriving at a transportation solution. The international ports were studied, however, it was found that the similar system cannot be implemented at JNPT because in India the transportation sector is highly un-organized and the number of trucks available with a transporter is much less as compared to other developed countries. Also, the level of automation, standardization and use of technology is much different in India and hence, a suitable example for replication was not found.

To address this issue an “Out-of-box” solution was found which would be “first-of-its-kind” in India. The model was worked out considering the two requirements - 1) The number of stacks has to be minimum and 2) It should be designed on the “best-pick model” keeping the number of shifting to the minimum.

The detailed background and the transportation solution is explained further in this section.

a. Design of JN Port

JNPort has been designed on a CFS based Port model, confining to terminal activity and assigning Customs examination and clearance to Container Freight Stations (CFS), where stuffing and de-stuffing operation is conventionally performed. This had the advantage of optimum utilization of container yards, ensuring high productivity and speedy evacuation of containers.

Import laden containers are delivered through CFSs subsequent to landing. De-stuffing activities are carried out at CFS. Export containers are stuffed at CFS and proceed to terminal with Customs approval. Factory Stuffed containers are also routed through CFS for getting the approval of Customs.

b. Issues with the CFS model of Operation for Import containers and need for an improvised model

Various studies have been conducted in port by Customs, Ministry of Shipping to identify measures to reduce transaction cost and time. One of the areas which has led to increase in the transaction cost and time is the CFS model, due to its logistics cost and additional detention. The main reasons are:

- Additional transportation cost incurred for movement of import containers from Terminal to CFS and from CFS to Importer.
- Additional handling cost at CFS.
- Additional Dwell Time of about 5 to 7 days at CFSs.
- Higher Import Dwell Time as compared to International Ports.

To address the above issues and to reduce the import dwell time, the Government of India, has proposed Direct Port Delivery (DPD) model as a part of the “Ease of Doing Business” and “Make in India”. The Direct Port Delivery (DPD) model envisages a significant reduction in transaction cost and time.

c. About the DPD Model and its Benefits

A major initiative is the Direct Port Delivery (DPD) which will expedite delivery of import containers, reduce costs and also to decongest the Port. The DPD facilitates a container to be taken delivery from the terminal without the conventional steps of transferring to a Container Freight Stations (CFS) where the Customs procedures are performed and the container is given 'Out of charge'.

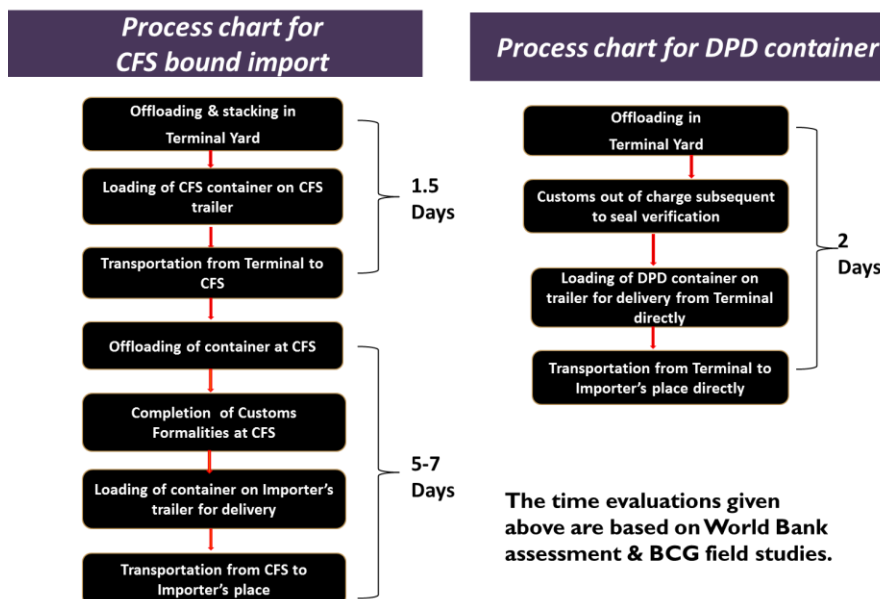
Direct port Delivery Facility (DPD) had been initiated in Feb' 2007 on a modest scale to clients with an import volumes of over 300 TEUS annually. In February 2016 JNPT took a game changer initiative of eliminating the minimum volume criteria. To enhance the volume of DPD, the Jawahar customs have identified and permitted 778 major importers to avail DPD.

JNPT and terminals are providing spot and on-line registration for DPD applicants. The DPD facility gives a range of advantages to the importer. Delivery is available 24x7. The importer saves an approximate CFS expenditure between Rs.8000 to Rs. 20,000 under various heads on each box. An importer is assured about the clearance of cargo in less than 48 hours as against average of 7 days if routed through CFS. This will result in reduction of inventory cost. Port road gets decongested as frequent 'to and fro' movements to the CFSs are avoided.

To align with the recent directives of Government, the JNPT and Jawahar Customs, has taken a slew of measures to increase the proportion of DPD to 40%. The PPP terminals have discontinued collecting the deposit for granting DPD. The Shipping lines have assured E-delivery orders and advance invoicing to facilitate increased percentages of DPD.

Due to the ongoing efforts, the share of DPD which used to be around 3% has now has increased to 17%. However as the volumes of DPD and number of clients increases the terminals will face the challenge of yard efficiency and congestion on the port roads. The DPD also brings in the challenge of reliable delivery to multitudes of importers.

DPD is a preferred procedure to deliver import containers to the Importer directly from the terminals instead of routing through CFSs. The process chart for the CFS based model and for the proposed DPD is explained in the following chart.



As indicated above, the process for DPD model is simple and less time consuming. Due to the simplification of the process, the DPD model brings the following advantages.

- Prompt and timely delivery leading to reduction in inventory costs.
- Saving in transportation costs.
- Saving in Handling and storage charges at warehouse.
- Saving in Container detention charges payable to Shipping Lines.
- Delivery of DPD container at Port Terminals 24x7 basis.
- Reduction in dwell time for containerized cargo.

In view of the above advantages, DPD is expected to be the game changer for the EXIM trade.

d. Issues and challenges in implementation of the DPD Facility for the Port Terminals

While the DPD will have substantial benefits for the importers, some of the key issues and challenges that needs to be addressed while implementing the DPD are presented below.

- The port is designed on CFS model and hence implementation of DPD at large scale has operational difficulties.
- The first and foremost challenge is to maintain the high efficiency in the port operations.
- To keep the port roads decongested.
- No advanced and transparent end-to-end logistic solution is at place/ available in the system that can support DPD.
- Difficulty in Catering to the high number of DPD clients
 - Terminals are stacking containers as per CFS/ ICD (or as per common transporter) and provide container to the truck on the best pick model. - 33 CFSs and 50 ICDs are linked to the port.
 - It would not be possible for Port Terminals to stack it Client wise- as the number of DPD clients is very high. Presently we have 778 DPD clients as per Customs approval.
 - Combining the import containers and creating a limited number of stacks is necessity for optimum yard utilization and efficiency.
 - JNPT has limitations to achieve higher percentages of DPD due to constraints in yard area for segregation in to large number of stacks for each clients. Yard expansion is not feasible. Further, JNPT has equipment and manpower constraints in servicing many clients simultaneously.
- Multiple stakeholders makes it difficult to have seamless movement of cargo.
- At the port terminals, the containers can be allotted to the trucks only on the “Best-Pick model” and “Cherry-picking” model is impossible to implement.

e. Need for innovative and Out-of-Box Transport Solution

As indicated above, the major challenge to address is to reduce the number of stacking at the port terminal as the port cannot have more number of stacking due to the yard constraints.

Trade and market forces have failed in offering any new solution to provide efficient transport solution for DPD. Since last few years, port has initiated a large number of steps to increase the share of DPD but the progress is not satisfactory. In order to cater to 40% clients for DPD, there was a need to work out an ‘Out of Box’ solution.

The port caters to 36 lakh road containers in its yard very effectively and efficiently. A 'Transport Solution' for the DPD model has been worked out considering some of the learnings from the efficient handling of the road traffic in the JNport yard. The "Transport Solution" is detailed in para no. "f" of this section.

f. Limited role of JNPT, Customs, IPA, DG-Shipping and Private Terminal Operators

There was a need for starting a dialogue with all the stakeholders and integrating their requirements while preparing the transport solution. As the transport solution is absolutely necessary for the implementation of an efficient DPD facility at port, and as no-other stakeholder will be able and willing to integrate the requirements of all the stakeholders, JNPT, Customs, Indian Ports Association and DG Shipping together with the private terminal operators have taken the initiative to work out a transport solution for DPD, though the same is not their primary domain of work.

The idea is only to create a platform for a transport operators to work to the requirements of the DPD model and provide end-to-end transport solution. The role of JNPT, Customs, DG-Shipping, Indian Ports Association and private terminal operators will be very limited in creating the platform and the business model has to be run by trade/ private sector.

g. About the Transportation Solution

The key aspects of the DPD model and the transport solution is presented below.

- i. Import containers shall be cleared within 48 hours from the port and will be delivered directly at the factory/ premises of the importer/ location as designated by the Importer.
- ii. All DPD Cargo traffic will be distributed route-wise into the identified routes.
- iii. Port terminal operators will arrange DPD import cargo route-wise in separate stacking area.
- iv. In the present Transport Solution model, a transporter will be selected for each location through a bidding process. The rate of the selected transporter arrived through the bidding process will be publish on the website of JNPT and Customs.
- v. The importers with DPD facility will be informed about the transporters selected through the bidding process and their rates and the importers shall need to enter into commercial arrangement with the transporter.
- vi. Importer will need to clear the documentation of the container immediately and ensure that the selected transporter clears the cargo from the port within a total time of 48 hours, failing which the container cargo will be transferred to the designated CFS. In such cases, the importer shall be required to clear the documentation and the transporter of the concerned CFS shall transport the containers from the CFS to Importer premises.
- vii. JNPT, NSICT, NSIGT, GTI, DG Shipping, Indian Ports Association and Customs together shall form a grievance redressal committee that will address the issues of the stakeholders related to the transport solution.
- viii. JNPT shall not enter into any direct commercial arrangement with the transporter.
- ix. Importers will need to hire the selected transporters for taking the DPD import delivery. The importers shall enter into commercial arrangement with the selected transporters and shall share the necessary documentation with the transporter based on which the terminal operators will give delivery to the transporter.
- x. The arrangement with the transporter shall be governed by the terms and conditions of this tender. JNPT shall issues Letter of Award to the Successful Bidder for each route and the Successful Bidder shall have the exclusive right to clear the DPD container from the port for the corresponding route for which it is selected.

- xi. It will be mandatory for the importers to align with the selected transporter for the transportation of container cargo on any particular route. Importers shall not be allowed to use own fleets.

h. Need for an Efficient Transporter with sound business model

The transporter will play a critical role in the success of the DPD model. The containers are stacked route-wise in five stacks and the selected transporter for that route will be responsible for clearing the containers on the basis of best-pick-model.

The transporter will be required to work in a time-bound manner in order to clear the cargo within a duration of 48 hours, failing which the container will be shifted to the designated CFS. However, as it involves multiple handling, it will choke and add congestion at the terminals. In case of such failure of the transporter to clear the cargo within the stipulated time, the cost due to the delay will be recovered from the transporter. Hence, the role of the transporter becomes critical.

In the present DPD system, transporter is going to have a larger role than only transportation of the container cargo. Transporter is required to have the sufficient technology and IT systems in order to effectively cater the services under the DPD model. Further, if a strong transporter is not selected, it may lead to multiple issues including port side road congestion, increase in the overall port dwell time, co-ordination issues with the stakeholders etc.

In view of the same, it is necessary that an efficient transporter with sound business model and adequate past experience is selected for the project. The business model of the transporter needs to be evaluated in terms of the following parameters.

- Total fleet size available with the transporter
- Age, model and condition of the trucks
- Experience of working on similar arrangements over the years
- Arrangement for procuring additional trucks on need basis
- Experienced Manpower availability including operational manpower and drivers
- Systems for ensuring the real time vehicle tracking, sending instant alerts etc.
- IT system for catering to the project need
- Financial capacity for taking up such large scale work
- Experience and knowledge about the JNport terminals/ CFS/ ICD

As the present tender is not a regular tender but an Out-of-Box solution to the transportation need of JN port and as the transporter needs to be evaluated for its capability under multiple aspects, the present tender is based on the Quality-cum-Cost-Base-selection (QCBS).

1. TENDER NOTICE

1.1 TENDER NOTICE:

JAWAHARLAL NEHRU PORT TRUST TRAFFIC DEPARTMENT
TENDER NOTICE www.jnport.gov.in and http://eprocure.gov.in <u>ONLY THROUGH E-tendering Mode</u>
(Tender No.: JNP/TRAFFIC/2017/105)
<p>e-Tenders in single stage two cover system (Technical & Price Bid) are invited from reputed Transporters (tractor trailer contractors) for “SELECTION OF TRANSPORTER FOR PROVIDING TRANSPORT SOLUTION FOR VARIOUS IDENTIFIED ROUTES FOR DIRECT PORT DELIVERY (DPD) ISO FREIGHT CONTAINERS FROM THE FOUR TERMINALS OF JNPT.”</p>
<p>Duration of arrangement: Three years with a provision to extend the arrangement for a period of two years at negotiable rate, terms and conditions on mutual consent.</p>
<p>e-Tenders can be downloaded from JNPT's e-Tender website www.eprocure.gov.in and also from JNPT website www.jnport.gov.in. The cost of tender document of Rs.10,000/- (Rupees Ten thousand only) (Non-Refundable) in the form of DD is to be submitted on or before 1500 hrs on 24.04.2017</p>
Chief Manager (Traffic)
Website: _http://www.jnport.gov.in
Email : cmt@jnport.gov.in
<u>India's Own Super Port</u>

1. SECTION-I: NOTICE INVITING TENDER (NIT)

FOR

SELECTION OF TRANSPORTER FOR PROVIDING TRNAPORT SOLUTION FOR VARIOUS IDENTIFIED ROUTES FOR DIRECT PORT DELIVERY (DPD) ISO FREIGHT CONTAINERS FROM THE FOUR TERMINALS OF JNPT.

ONLY THROUGH E-tendering Mode

JNPT E-Tendering Website: <http://eprocure.gov.in/eprocure/app>

Tender No. JNP/TRAFFIC/2017/105

1.1 General Terms

- 1.1.1 Jawaharlal Nehru Port Trust (JNPT), Navi Mumbai is inviting e-Tenders (in single stage two cover system) for 'SELECTION OF TRANSPORTER FOR PROVIDING TRNAPORT SOLUTION FOR VARIOUS IDENTIFIED ROUTES FOR DIRECT PORT DELIVERY (DPD) ISO FREIGHT CONTAINERS FROM THE FOUR TERMINALS OF JNPT '
- 1.1.2 e-Tenders in single stage two cover system (Technical & Price Bid) are invited on behalf of Jawaharlal Nehru Port Trust (JNPT), from competent and financially sound transport contractors, having capacity to transport more than 20'or 2x20' (loaded/empty) ISO Freight Containers as the case may be. The requirement of transport contractors is to transport ISO fright DPD containers from four terminals of JNPT to various locations in India. The proposals shall be submitted in accordance with the instructions to the tenderers as enumerated in the tender document.
- 1.1.3 Key features and time schedule is as given below:

Name of work	SELECTION OF TRANSPORTER FOR PROVIDING TRNAPORT SOLUTION FOR VARIOUS IDENTIFIED ROUTES FOR DIRECT PORT DELIVERY (DPD) ISO FREIGHT CONTAINERS FROM THE FOUR TERMINALS OF JNPT
Period of Arrangement	Arrangement period for the tender shall be as follows: Three years with a provision to extend the Arrangement for a period of two years on mutual consent.
Tender Document Fees	Rs. 10,000/- (Rupees Ten thousand only) Non- refundable in the form of Demand Draft drawn from any scheduled bank / nationalized bank in favour of 'Jawaharlal Nehru Port Trust', payable at Mumbai to be submitted in JNPT in a sealed envelope before the stipulated time & date for opening of the Bids.
Earnest Money Deposit (EMD).	Rs 10,00,000/- (Rupees Ten Lac only) in the form of Demand Draft drawn from any scheduled bank / nationalized bank in favour of 'Jawaharlal Nehru Port Trust', payable at Mumbai to be submitted in JNPT in a sealed envelope before the stipulated time & date for opening of the Bids.
Valid PAN Number	Tenderer Downloading tender document shall have valid Permanent income Tax Account Number and shall submit copy of PAN card /

	certificate in support of the same, while submitting physical document as per tender condition.
Issue/downloading of Tender from e-tendering website.	From 22.03.2017 to 24.04.2017 Website: http://eprocure.gov.in/eprocure/app
Last Date and Time for submission of e-Tenders.	BEFORE 1500 Hrs. on 24.03.2017
Pre-Bid Meeting	On 03.04.2017 at 1100 Hrs at Conference Hall, Administration Building, Ground Floor, JNPT, Sheva, Navi Mumbai – 400 707.
Bid opening date and time online	At 1530 Hrs. on 24.04.2017 at Conference Hall, Administration Building, Ground Floor, JNPT, Sheva, Navi Mumbai – 400 707.
Validity of Tender.	120 Days from the date of tender opening.
Security Deposit / Performance Guaranty	The successful Tenderer selected for each route will be required to furnish Security deposit / Performance Guarantee for an amount as indicated in the tender within 15 days from the date of acceptance of the Tender. If a Tenderer has been selected for multiple routes, Performance Guarantee shall need to be submitted for each route. The admissible Security Deposit / Performance Guarantee shall be submitted in the form of Bank Guarantee as per format drawn from the Nationalized or Scheduled Bank having its branch in Mumbai, and the same shall be valid up to completion of three years or such extended arrangement period as agreed under the provisions of this tender, with claim period of six months to be submitted to JNPT. If the successful Tenderer fails to submit the requisite Security Deposit / Performance Guarantee in the form of bank guarantee as stated above, the EMD of the successful Tenderer will be forfeited.
Name and Address Where queries/ correspondence concerning this Request for proposal is to be sent :	Chief Manager (Traffic) e-mai ID: cmt@jnport.gov.in Jawaharlal Nehru Port Trust, Admin Building, Sheva, Uran, Navi Mumbai – 400 707, Tel : +91-22-27244181/67814181 Fax:+91-22-27244180/67814180
Address where Tenderers must submit proposal:	CHIEF MANAGER (TRAFFIC) Jawaharlal Nehru Port Trust Administration Building, Sheva, Uran, Navi Mumbai - 400707 Tel : +91-22-27244181/67814181 Fax:+91-22-27244180/67814180 E-mail: cmt@jnport.gov.in , pbmukherjee@jnport.gov.in

1.2 INSTRUCTIONS FOR ONLINE BID SUBMISSION:

The tenderers are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the tenderers in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>.

1.3 REGISTRATION

- a) Tenderers are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the tenderers will be required to choose a unique username and assign a password for their accounts.
- c) Tenderers 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 CPP Portal.
- d) Upon enrolment, the tenderers will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- e) Only one valid DSC should be registered by a tenderer. Please note that the tenderers are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f) Tenderer 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.

1.3.1 SEARCHING FOR TENDER DOCUMENTS

- a) There are various search options built in the CPP Portal, to facilitate tenderers 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 tenderers 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 CPP Portal.
- b) Once the tenderers 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 CPP Portal to intimate the tenderers through SMS / e-mail in case there is any corrigendum issued to the tender document.
- c) The tenderer 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.

1.3.2 PREPARATION OF BIDS

- a) Tenderer should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through 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, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- c) Tenderer, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted 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 tenderers. Tenderers can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted 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.

1.3.3 SUBMISSION OF BIDS

- a) Tenderer 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. Tenderer will be responsible for any delay due to other issues.
- b) The tenderer has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Tenderer has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- d) Tenderer should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- e) Tenderers are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard format with the tender document, then the same is to be downloaded and to be filled by all the tenderers. Tenderers are required to download the Financial Bid file, open it and complete the blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the tenderer). No other cells should be changed. Once the details have been completed, the tenderer should save it and submit it online, without changing the filename. If the Financial Bid file is found to be modified by the tenderer, the bid will be rejected.
- f) The server time (which is displayed on the tenderers’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the tenderers, opening of bids etc. The tenderers should follow this time during bid submission.
- g) All the documents being submitted by the tenderers 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 buyer’s/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

1.3.4 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 CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk No.: 0120-4200462, 0120-4001002 and 91 88 26246593 or Email: support-eproc@gov.in

1.4 **MINIMUM QUALIFYING CRITERIA (MQC)**

The Firm/Company/Joint Venture, as the case may be (hereinafter referred to as the “Tenderer“), shall fulfill following Minimum Qualifying Criteria:

1.4.1 Eligibility Criteria

- a) For the purpose of this RFP document, tenderer shall need to be a registered partnership firm or a company registered in India under the Companies Act 1956 or under Indian Companies Act 2013. In case an applicant firm/ company possesses the requisite experience and capabilities required for undertaking the required works, it may participate in the Selection Process either individually (the “**Sole Firm/Company**”) or as lead member of a Joint Venture of firms/ companies (the “**Lead Member**”) in response to this invitation.
- b) For arriving at the Technical and Financial Eligibility, the Bidder may use the capacity of its Associate. For the purpose of this tender, the term “**Associate**” shall mean in relation to the Bidder/ Member of the Consortium, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium member. As used in this definition, the expression “**control**” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
- c) The Bidder if intends to use the experience of the Associate, Bidder will be required to furnish a certificate from the Statutory Auditor certifying the relation as Associate firm with the Bidding entity as per the definition of Associate provided above.

1.4.2 Technical Eligibility:

- a) The Tenderer shall have a minimum of **four** years of continuous experience in transportation of cargo/ISO freight containers by road with articulated vehicles. However, overlapping period of experience shall not be considered. This shall be supported by copies of work orders/agreements, performance certificates and TDS certificates from the party concerned for the entire / interim period of the contract.

In case of a Joint Venture, the Lead Member should individually satisfy the experience criteria as defined above.

b) Requirement of Minimum of Truck Trailers:

The estimated volume for each of the route is identified on the basis of the information about the volume handled by the identified DPD importers and their factory locations for the year 2015-16 as shared by the Customs. Due caution has been taken to verify the data based on the information received from the Customs. From the estimated volumes, the requirement of minimum number of truck trailers is worked out as detailed in section 5.2 and 5.3 of this tender.

The tenderer shall have the minimum number of Truck Trailers as specified in the table below having manufacturing date on or after 01/04/2009.

Sr. No.	Route	Minimum number of TTs
1	Towards Gujarat: Vasai, Tarapur, Palghar, Silvasa, Vapi, Valsad, Daman, Dadra Nagar Haveli, Surat, Bharuch, Dahej, Vadodara, Panchmahal, Ankaleshwar, Ahmedabad, Rajkot	199
2	Towards Ahmednagar: Khopoli, Talegaon, Hinjewadi, Wagholi, Pune, Ranjangaon, Ahmednagar	128
3	Towards Nashik, Aurangabad, Nagpur, Indore and Hyderabad: Igatpuri, Nashik, Ambad, Jalgaon, Aurangabad, Indore, Nagpur, Latur, Hyderabad	109
4	Towards Goa and Bangalore: Raigad, Satara, Ratnagiri, Ichalkaranji, Kolhapur, Goa, Bangalore, Mysore	124
5	Local Region near Mumbai: Taloja, Bhiwandi, Thane, Turbhe, Navi Mumbai, Mumbai	107
6	In case the Tenderer bids for more than one route	The Tenderer needs to meet the minimum number of TTs for the respective routes

(Please refer to section 5.2 and 5.3 of this tender for detailed calculation)

It is understood that the transporter may either deploy his own trucks or may work as truck aggregator for deployment of the necessary trucks. To accommodate both the type of transporters, the tenderer is given the following two alternative models for meeting the criteria of minimum number of TTs:

Model 1: Owned Truck Trailers

Tenderer shall own a minimum of the Truck Trailers (TTs) as specified in the table above in their own name (tenderer firm's name) or in the name of their Associate firm on the date of submission of tender. Tenderer should submit the copies of R. C. Books / documents showing proof of ownership in support of the same. In case of a Joint Venture, the Lead Member and the Other Members should jointly satisfy the above requirement. Further, the Lead Member of the Joint Venture shall meet at least 40% of the above requirement.

Model 2: "Operational Contract" for Truck Trailers

Tenderer/ Lead Member shall have an operational contract for the minimum number of the Truck Trailers (TTs) as specified above valid for a minimum period of 9 months from the date of submission of tender. Here, the TTs shall need to be in the name of the company (Or in the name of their Associate firm), with which the Tenderer has entered into an operational agreement, on the date of submission of tender. The Tenderer should submit the copies of R. C. Books / documents showing proof of ownership in support of

the same. Further, the Tenderer shall provide the operational contract with the Truck Owners for the minimum number of Truck Trailers as indicated above.

Here, the term “**Operational Contract**” shall mean a contract executed by the tenderer with the truck owners for the operation of certain number of trucks, wherein the tenderer has the right to deploy the trucks for any use. The tenderer shall also have an option for executing a fresh operational contract with the truck owners for the present tender, giving them the right to deploy the truck for the project needs. Operational contracts executed for any specific purpose wherein the availability of trucks will be restricted for that purpose, making the trucks unavailable for deployment under the project, shall not be considered for evaluation.

Note: The Tenderer shall be required to demonstrate fulfillment of criteria related to truck trailers by following any one of the above two models.

1.4.3 Financial Eligibility:

The estimated volumes and estimated revenues has been worked out under the project. From the estimated revenues, the requirement of minimum turnover is worked out as detailed in section 5.2 and 5.3 of this tender.

The tenderer shall have minimum average annual turnover as per the table below for the past three years i.e. 2013-2014, 2014-2015 & 2015-16. The Audited Profit & Loss Statements along with balance sheet for last three financial years i.e. 2013-2014, 2014-2015 & 2015-16 shall be submitted in support of this requirement.

Sr. No.	Route	Minimum Average Annual Turnover (Rs. Crores)
1	Towards Gujarat: Vasai, Tarapur, Palghar, Silvasa, Vapi, Valsad, Daman, Dadra Nagar Haveli, Surat, Bharuch, Dahej, Vadodara, Panchmahal, Ankaleshwar, Ahmedabad, Rajkot	30.0
2	Towards Ahmednagar: Khopoli, Talegaon, Hinjewadi, Wagholi, Pune, Ranjangaon, Ahmednagar	14.8
3	Towards Nashik, Aurangabad, Nagpur, Indore and Hyderabad: Igatpuri, Nashik, Ambad, Jalgaon, Aurangabad, Indore, Nagpur, Latur, Hyderabad	15.2
4	Towards Goa and Bangalore: Raigad, Satara, Ratnagiri, Ichalkaranji, Kolhapur, Goa, Bangalore, Mysore	25.9
5	Local Region near Mumbai: Taloja, Bhiwandi, Thane, Turbhe, Navi Mumbai, Mumbai	14.3
	In case the Tenderer bids for more than one route	The Tenderer needs to meet the minimum turnover requirement for the respective routes

(Please refer to section 5.2 and 5.3 of this tender for detailed calculation)

In case of a Joint Venture, the lead member should meet 40% of the minimum Turnover.

1.5 **Important notes for preparation of e-tenders:**

The tenderers should consider the following notes while preparing their proposals for this assignment.

- Consortia / Joint Venture (JV) shall be eligible to bid for this assignment. The maximum number of firms allowed in a Consortium shall be limited to 4 (four). Experience of a tenderer as a member of consortia or JV, for any work shall be considered to the extent of its equity holding/ contribution in the work/ project.

- b) All the participating tenderers/vendors shall submit hard copies of technical documents which they have uploaded on e-tendering system at the time of technical bid tender opening. They should ensure that, uploaded and submitted (hard copies) technical documents remain same as any discrepancy found at a later stage may lead to disqualification. Further, the documents submitted on the online submission shall supersede as this is e-tendering and the tender shall be evaluated based on the same.
- c) All tenderers should have ensured that, their submitted technical documents/ credentials are fulfilling the requirements of minimum eligibility and acceptance criteria as prescribed in provisions of tender documents.
- d) Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- e) A Tenderer or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Tenderer or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Tenderer or its Associate.
- f) The tenderer should note that, Pre-Bid meeting along with Project Presentation is proposed at 1100 Hrs (IST) on 03-04-2017 at Conference Hall, Administration Building, Ground Floor, JNPT, Sheva, Navi Mumbai – 400 707.
- g) JNPT may verify the original documents as submitted in the e-tendering process.
- h) It is requested to forward your queries regarding Tender, if any, to the given e-mail below on or before 17:00 hrs. on 31.03.2017 before attending the Pre-Bid meeting. These queries will be replied based on the internal approval. Any query /clarification received beyond the stipulated time/period will not be entertained.

The tender shall be submitted online strictly in accordance with the instruction to tenderers, terms and conditions given in the tender documents. The tenderer should submit hard copies of all the documents with blank Tender documents, uploaded in e-tender (except the Financial Bid) duly signed and affixing the company's seal on each page (hard copies) in a sealed cover, before the Bid Due Date, to the office of Chief Manager (Traffic), Jawaharlal Nehru Port Trust, Admin Building, Sheva, Uran, Navi Mumbai – 400 707 within the stipulated time.

CHIEF MANAGER (TRAFFIC)

Jawaharlal Nehru Port Trust

Administration Building,

Sheva, Navi Mumbai - 400707

Tel : +91-22-27244181/67814181

Fax:+91-22-27244180/67814180

E-mail: cmt@jnport.gov.in,

pbmukherjee@jnport.gov.in

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2. Instructions to Bidders

2.1 General terms of Bidding

- 2.1.1 The Tenderers are invited to participate in the online Bidding Process for the “SELECTION OF TRANSPORTER FOR PROVIDING TRANSPORT SOLUTION FOR VARIOUS IDENTIFIED ROUTES FOR DIRECT PORT DELIVERY (DPD) ISO FREIGHT CONTAINERS FROM THE FOUR TERMINALS OF JNPT” with their technical and financial Bids/offers (the “**Bid**” or “**Tender**”) in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 120 days from the Bid Due Date specified in Clause 1.3 hereinabove.
- 2.1.2 Online Tenders will be invited and whoever receives the highest combine score will be considered as the Successful Tenderers. Upon selection of the Successful Tenderer, JNPT will issue the Letter of Award (“**LoA**”).
- 2.1.3 Tenderers are required to submit their bid electronically through Central Public Procurement (CPP) Portal ([URL:http://eprocure.gov.in](http://eprocure.gov.in)). The tender documents including technical bid and financial bid (the “**Bids**”) are required to be submitted through e-procurement module of CPP portal, which requires tenderers to first enroll on the CPP Portal, using a valid digital signature certificate (DSC) and a valid e-mail address. The bidders are required to submit soft copies of their bids on the CPP Portal, using valid Digital Signature Certificates. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app/eprocure/app> . The Tenderers may refer to the Notice Inviting Tenders for details on the submission of the tender.
- 2.1.4 The Bids will be received by JNPT online up to 1500 hrs on **April 24, 2017**. Tenders received up to 1500 hrs. on **April 24, 2017** only will be considered and opened on the same day at **1530 hrs.** at the office of the Chief Manager (Traffic), Jawaharlal Nehru Port Trust, Administration Building, Sheva, Navi Mumbai – 400 707. JNPT may at their discretion extend the date for receiving tender. Tenders received after the aforesaid time and date or the extended time and date, if any, will not be considered and will be returned unopened to the Tenderer.
- 2.1.5 Detailed description of the objectives, Scope of Work and other requirements are specified in this RFP. For the purpose of this RFP document, tenderer shall need to be a registered partnership firm or a company registered in India under the Companies Act 1956 or under Indian Companies Act 2013. In case an applicant firm/ company possesses the requisite experience and capabilities required for undertaking the required works, it may participate in the Selection Process either individually (the “**Sole Firm/Company**”) or as lead member of a Joint Venture of firms/ companies (the “**Lead Member**”) in response to this invitation. The term applicant (the “**Applicant**” or the “**Tenderer**” or the “**Bidder**”) means the Sole Firm/Company or the Lead Member, as the case may be. The manner in which the Bid is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.6 Bidders are advised that the selection shall be on the basis of an evaluation by JNPT through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that JNPT’s decisions are without any right of appeal whatsoever.
- 2.1.7 The Bidder shall submit its Bid in the form and manner specified in this Section of the RFP. The Technical Bid shall be submitted in the form at Appendix I and the Financial Bid shall be submitted in the form at Appendix II.

- 2.1.8 The Bid shall be furnished in the formats exactly as defined in Appendix I & II, and signed by the Bidder's authorized signatory.
- 2.1.9 No Bid shall be considered which is not accompanied by an Earnest Money Deposit (EMD) of Rs. 10,00,000/- (Rupees Ten lakhs Only) only by way of Demand Draft drawn from any scheduled bank / nationalized bank in favour of 'Jawaharlal Nehru Port Trust', payable at Mumbai. In the event of the Bidder withdrawing his Bid before the expiry of 120 days from the last date of submission of the Bid, the Bid shall be cancelled and the amount payable by an EMD shall become forthwith payable to JNPT and decision of JNPT shall be final in that behalf. The EMD of unsuccessful Bidder will be discharged /returned as promptly as possible, but not later than 60 days after the expiration of period of bid validity prescribed by JNPT. The EMD in respect of Successful Bidder may be forfeited, if it fails to furnish the necessary Performance Security within 15 days from the date of LoA. The EMD of the Successful Bidder will be released after furnishing of the necessary Performance Security.
- 2.1.10 Bidder shall bear all costs for preparation and submission of his Bid. JNPT will not be responsible for or pay for any expenses or losses, which might be incurred or suffered by any Bidder in connection with submission of Bid. A prospective Bidder requiring any clarifications on the RFP documents may request online to Chief Manager (Traffic) on Email id: cmt@jnport.gov.in. The response/ clarifications (without identifying the source of Enquiry) will be hosted at JNPT E-tendering website. The responsibility to download such information fully lies with the prospective Bidders who have downloaded the RFP documents and these shall form part of RFP documents.
- 2.1.11 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable for rejection as a non-responsive Bid.
- 2.1.12 The Bids, and all correspondence and documents related to the Bids shall be written in the English language.
- 2.1.13 Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The document including this RFP and all attached documents, provided by JNPT are and shall remain or becomes the property of JNPT and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith.
- 2.1.14 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents and also fulfilling the eligibility criterion as mentioned in this RFP.
- 2.1.15 The RFP is not transferable.
- 2.1.16 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Application, would not be eligible to submit the Bid, either individually or as member of a Joint Venture. The Bidder shall provide an undertaking to that effect.
- a) A Bidder must furnish its details in the format as provided in Form 1A of Appendix I of this RFP.
 - b) A Bidder including any Member in case the Bidder is a Joint Venture should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award against the Bidder or Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or Member.
 - c) The Bidder including any Member of a Joint Venture should provide details of all their on-going projects

along with stage of litigation, if so, against JNPT/ Governments.

- d) The Bidder including any Member of the Joint Venture should also provide details of on-going process of blacklisting if so, under any contract with Employer/ Government.
- e) JNPT reserves the right to reject an otherwise eligible Bidder on the basis of the information provided under Clause titled "Verification and Disqualification". The decision of JNPT in this case shall be final.

2.1.17 The Bidder shall submit schedules providing overall approach towards project execution. The aforesaid schedules shall contain information as provided in Appendix V of this RFP and the overall information shall not exceed 15 pages.

2.1.18 In case the Bidder is a Joint Venture, it shall comply with the following additional requirements:

- a) Number of members in a Joint Venture shall not exceed 4 (four);
- b) subject to the provisions of clause (a) above, the Bid should contain the information required for each Member of the Joint Venture;
- c) Members of the Joint Venture shall nominate one member as the lead member (the "**Lead Member**"). Lead Member shall meet at least 50% requirement of Financial Capacity required as per this tender. The nominated Lead member shall remain unchanged during the entire period of contract. The nomination(s) shall be supported by a Power of Attorney, as per the format at Form 4 of Appendix-I, signed by all the other Members of the Joint Venture;
- d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defect liability obligations;
- e) The prescribed roles and responsibilities of the nominated Lead Member shall remain unchanged during the entire course of the project.
- f) an individual Bidder cannot at the same time be member of a Joint Venture applying for this Bid. Further, a member of a particular Joint Venture Bidder cannot be member of any other Joint Venture Bidder applying for this bid;
- g) members of the Joint Venture shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Form 10 of Appendix I (the "**Joint Bidding Agreement**"), for the purpose of making the Bid and submitting a Bid in the event of being pre-qualified. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
 - i) convey the commitment(s) of the Lead Member in accordance with this RFP, in case this tender is awarded to the Joint Venture; and clearly outline the proposed roles & responsibilities, if any, of each member;
 - ii) commit the approximate share of work to be undertaken by each member; and
 - iii) include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Contractor in relation to the Project until the completion of the Project (the "Defects Liability Period") is achieved in accordance with the EPC Contract;
- h) Except as provided under this RFP, there shall not be any amendment to the Jt. Bidding Agreement.

2.2 Eligibility & Qualification Requirement of Bidder

To be eligible for award of tender, the Bidders shall provide evidence, satisfactory to JNPT of their eligibility and of their capability and adequacy of resources to carry out the subject tender effectively in addition to documents evidencing fulfillment of the Technical Eligibility and the Financial Eligibility as stipulated hereinafter.

2.2.1 Eligibility Criteria

- a) For the purpose of this RFP document, tenderer shall need to be a registered partnership firm or a company registered in India under the Companies Act 1956 or under Indian Companies Act 2013. In case an applicant firm/ company possesses the requisite experience and capabilities required for undertaking the required works, it may participate in the Selection Process either individually (the “**Sole Firm/Company**”) or as lead member of a Joint Venture of firms/ companies (the “**Lead Member**”) in response to this invitation.
- b) For arriving at the Technical and Financial Eligibility, the Bidder may use the capacity of its Associate. For the purpose of this tender, the term “**Associate**” shall mean in relation to the Bidder/ Member of the Consortium, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium member. As used in this definition, the expression “**control**” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
- c) The Bidder if intends to use the experience of the Associate, Bidder will be required to furnish a certificate from the Statutory Auditor certifying the relation as Associate firm with the Bidding entity as per the definition of Associate provided above.

2.2.2 Technical Eligibility:

- a) The Tenderer shall have a minimum of **four** years of continuous experience in transportation of cargo/ISO freight containers by road with articulated vehicles. However, overlapping period of experience shall not be considered. This shall be supported by copies of work orders/agreements, performance certificates and TDS certificates from the party concerned for the entire / interim period of the contract.

In case of a Joint Venture, the Lead Member should individually satisfy the experience criteria as defined above.

- b) Requirement of Minimum of Truck Trailers:

The estimated volume for each of the route is identified on the basis of the information about the volume handled by the identified DPD importers and their factory locations for the year 2015-16 as shared by the Customs. Due caution has been taken to verify the data based on the information received from the Customs. From the estimated volumes, the requirement of minimum number of truck trailers is worked out as detailed in section 5.2 and 5.3 of this tender.

The tenderer shall have the minimum number of Truck Trailers as specified in the table below having manufacturing date on or after 01/04/2009.

Sr. No.	Route	Minimum number of TTs
1	Towards Gujarat: Vasai, Tarapur, Palghar, Silvasa, Vapi, Valsad, Daman, Dadra Nagar Haveli, Surat, Bharuch, Dahej, Vadodara, Panchmahal, Ankaleshwar, Ahmedabad, Rajkot	199
2	Towards Ahmednagar: Khopoli, Talegaon, Hinjewadi, Wagholi, Pune, Ranjangaon, Ahmednagar	128

Sr. No.	Route	Minimum number of TTs
3	Towards Nashik, Aurangabad, Nagpur, Indore and Hyderabad: Igatpuri, Nashik, Ambad, Jalgaon, Aurangabad, Indore, Nagpur, Latur, Hyderabad	109
4	Towards Goa and Bangalore: Raigad, Satara, Ratnagiri, Ichalkaranji, Kolhapur, Goa, Bangalore, Mysore	124
5	Local Region near Mumbai: Taloja, Bhiwandi, Thane, Turbhe, Navi Mumbai, Mumbai	107
6	In case the Tenderer bids for more than one route	The Tenderer needs to meet the minimum number of TTs for the respective routes

(Please refer to section 5.2 and 5.3 of this tender for detailed calculation)

It is understood that the transporter may either deploy his own trucks or may work as truck aggregator for deployment of the necessary trucks. To accommodate both the type of transporters, the tenderer is given the following two alternative models for meeting the criteria of minimum number of TTs:

Model 1: Owned Truck Trailers

Tenderer shall own a minimum of the Truck Trailers (TTs) as specified in the table above in their own name (tenderer firm's name) or in the name of their Associate firm on the date of submission of tender. Tenderer should submit the copies of R. C. Books / documents showing proof of ownership in support of the same. In case of a Joint Venture, the Lead Member and the Other Members should jointly satisfy the above requirement. Further, the Lead Member of the Joint Venture shall meet at least 40% of the above requirement.

Model 2: "Operational Contract" for Truck Trailers

Tenderer/ Lead Member shall have an operational contract for the minimum number of the Truck Trailers (TTs) as specified above valid for a minimum period of 9 months from the date of submission of tender. Here, the TTs shall need to be in the name of the company (Or in the name of their Associate firm), with which the Tenderer has entered into an operational agreement, on the date of submission of tender. The Tenderer should submit the copies of R. C. Books / documents showing proof of ownership in support of the same. Further, the Tenderer shall provide the operational contract with the Truck Owners for the minimum number of Truck Trailers as indicated above.

Here, the term "**Operational Contract**" shall mean a contract executed by the tenderer with the truck owners for the operation of certain number of trucks, wherein the tenderer has the right to deploy the trucks for any use. The tenderer shall also have an option for executing a fresh operational contract with the truck owners for the present tender, giving them the right to deploy the truck for the project needs. Operational contracts executed for any specific purpose wherein the availability of trucks will be restricted for that purpose, making the trucks unavailable for deployment under the project, shall not be considered for evaluation.

Note: The Tenderer shall be required to demonstrate fulfillment of criteria related to truck trailers by following any one of the above two models.

All vehicles must be in good, sound and roadworthy condition as per RTO guidelines, with all relevant documents. The Bidder's fleet shall consist of all the vehicles fitted with GPS Navigation System.

2.2.3 Financial Eligibility:

The estimated volumes and estimated revenues has been worked out under the project. From the estimated revenues, the requirement of minimum turnover is worked out as detailed in section 5.2 and 5.3 of this tender.

The tenderer shall have minimum average annual turnover as per the table below for the past three years i.e. 2013-2014, 2014-2015 & 2015-16. The Audited Profit & Loss Statements along with balance sheet for last three financial years i.e. 2013-2014, 2014-2015 & 2015-16 shall be submitted in support of this requirement.

Sr. No.	Route	Minimum Average Annual Turnover (Rs. Crores)
1	Towards Gujarat: Vasai, Tarapur, Palghar, Silvasa, Vapi, Valsad, Daman, Dadra Nagar Haveli, Surat, Bharuch, Dahej, Vadodara, Panchmahal, Ankaleshwar, Ahmedabad, Rajkot	30.0
2	Towards Ahmednagar: Khopoli, Talegaon, Hinjewadi, Wagholi, Pune, Ranjangaon, Ahmednagar	14.8
3	Towards Nashik, Aurangabad, Nagpur, Indore and Hyderabad: Igatpuri, Nashik, Ambad, Jalgaon, Aurangabad, Indore, Nagpur, Latur, Hyderabad	15.2
4	Towards Goa and Bangalore: Raigad, Satara, Ratnagiri, Ichalkaranji, Kolhapur, Goa, Bangalore, Mysore	25.9
5	Local Region near Mumbai: Taloja, Bhiwandi, Thane, Turbhe, Navi Mumbai, Mumbai	14.3
	In case the Tenderer bids for more than one route	The Tenderer needs to meet the minimum turnover requirement for the respective routes

(Please refer to section 5.2 and 5.3 of this tender for detailed calculation)

In case of a Joint Venture, the lead member should meet 40% of the minimum Turnover.

The above information pertaining to Financial Eligibility of the Bidder shall be provided as per the format (Form 5) duly certified by a Statutory Auditor. The Bidder shall provide audited financial reports for the last three financial years.

Bids accompanying without the certificate of Statutory Auditor and the audited financial reports for the last three years shall not be considered for evaluation. JNPT will not issue any communication or seek clarification and will be evaluating the Bid with the available information.

2.3 **Technical Bid Prerequisites**

Following documents / certificates shall be submitted along with the Technical Bid, without which the Technical Eligibility as wells as Financial Eligibility will not be evaluated.

- I. Covering Letter in the format prescribed in Form 2 of Appendix I.
- II. EMD amount indicated in Clause 2.1.9 payable by way of Demand Draft drawn from any scheduled bank / nationalized bank in favour of 'Jawaharlal Nehru Port Trust', payable at Mumbai.
- III. Copy of Certificate of Incorporation along with Memorandum of Articles of Association in case Bidder is Company or copy of registered partnership deed in case the Bidder is a partnership firm. In case of a Joint Venture the aforesaid documents for each member of the Joint Venture shall be submitted.

- IV. Copy of Sales Tax Registration
- V. Copy of Service Tax Registration
- VI. Copy of Pan Card along with IT returns for the last three financial years
- VII. Undertaking on Litigation History, Non Performance of works, Blacklisting /Debaring from Government of Maharashtra or by any other state government /corporations/ department of Government of India.
- VIII. Power of Attorney authorizing the signatory to execute the Bid Documents including submission of the Bid in the format as given in Form 3 of Appendix I.
- IX. In case of Joint Venture, a Power of Attorney from the members of the Joint Venture in favour of the Lead Member authorizing the Lead Member to submit the Bid on their behalf in the format as provided in Form 4 of Appendix I.
- X. Audited Annual Accounts of the Bidder (of each Member in case of a Joint Venture) for the last 3 (three) financial years preceding the year in which the Bid is submitted. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Accounts for 3 (three) years preceding the year for which the Audited Annual Accounts are not being provided.
- XI. Details of the Turnover of the Bidder (of each of the member in case of a Joint Venture) during the last three financial years in the format as provided in Form 5 of Appendix I.
- XII. Details of proof of minimum of **four** years of continuous experience in transportation of cargo/ISO freight containers by road (i.e. 2012-13, 2013-14, 2014-15 and 2015-16)
- XIII. Details of current works in hand and immediate work in the manner as provided in Form7 of Appendix I.
- XIV. In case of Joint Venture, Joint Bidding Agreement on a 100 Rs Stamp Paper with jointly and severally liability clause along with clear responsibilities of the members in the format as provided in Form 10 of Appendix I.

2.4 Change in ownership

- 2.4.1 By submitting the Bid, the Bidder shall be deemed to have acknowledged and agreed that in the event of a change in control of the Joint Venture Member whose Technical Capacity and/ or Financial Capacity was taken into consideration during the Technical evaluation, the Bidder shall be deemed to have knowledge of the same and shall be required to inform JNPT forthwith along with all relevant particulars about the same and JNPT may, in its sole discretion, disqualify the Bidder or withdraw the LoA from the Selected Bidder and duly forfeiting the EMD. In the event such change in control occurs during the arrangement period, it would, notwithstanding anything to the contrary contained in the tender, be deemed to be a breach of the tender, and the same shall be liable to be terminated without JNPT being liable in any manner whatsoever to the Bidder. In such an event, notwithstanding anything to the contrary contained in the tender, JNPT shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to JNPT under the Bidding Documents or otherwise.

2.5 Cost of Bidding

- 2.5.1 The overall estimated traffic for each route as arrived based on the information received from the Customs about the total volume handled by the importers and their factory locations. Due care has been taken to verify the data based on the information received from the Customs. The Bidder shall be responsible for

verifying the estimated traffic requirement for each of the route. No guarantee is provided on any minimum traffic as a part of the arrangement.

- 2.5.2 Not limiting to the Scope of Work and the specifications defined in this document, the Bidder has to ensure that he considers all the items that are required for the execution of the Project to ensure the desired results within the quoted price.
- 2.5.3 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. JNPT will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.6 Verification of Information

- 2.6.1 It shall be deemed that by submitting a Bid, the Bidder has:
- a) made a complete and careful examination of the Bidding Documents;
 - b) received all relevant information requested from JNPT;
 - c) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of JNPT relating to any of the matters referred to in Clause 2.7.1 (verification and disqualification) below. No claim shall be admissible at any stage on this account.
 - d) Satisfied itself about all matters, things and information including matters referred to in Clause 2.6 hereinabove necessary and required for submitting the Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
 - e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred in Clauses 2.6 and 2.7.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from JNPT, or a ground for termination of the Arrangement by the Bidder;
 - f) Acknowledged that it does not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have Conflict of Interest shall be disqualified and liable for forfeiture of the EMD or the Performance Security, as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - i) the Bidder, its Joint Venture Member (or any constituent thereof) and any other Bidder, its Member or any Member of its Joint Venture thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or its Joint Venture Member thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, or its Joint Venture Member, as the case may be), in the other Bidder, its Joint Venture Member is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 2013. For the purposes of this Clause 2.7.2, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no

such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- ii) a constituent of such Bidder is also a constituent of another Bidder; or
 - iii) such Bidder, or any of its Joint Venture Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any of its Joint Venture Member thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any of its Joint Venture Member thereof; or
 - iv) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
 - v) such Bidder, or any of its Joint Venture Member thereof has a relationship with another Bidder, or any of its Joint Venture Member thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Application of either or each other; or
 - vi) such Bidder, or any of its Joint Venture Member thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2 The estimated volume for each of the route is identified on the basis of the information about the volume handled by the identified DPD importers and their factory locations for the year 2015-16 as shared by the Customs. Due caution has been taken by JNPT to verify the data based on the information received from the Customs. However, all the bidders are encouraged to carry out their independent due diligence on the same.

2.7 Verification and Disqualification

2.7.1 JNPT reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by JNPT, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by JNPT shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of JNPT there under.

2.7.2 JNPT reserves the right to reject any Bid and appropriate the Bid Security if:

- a) At any time, a material misrepresentation is made or uncovered, or
- b) The Bidder does not provide, within the time specified by JNPT, the supplemental information sought by JNPT for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Joint Venture, then the Joint Venture and each Member of the Joint Venture will be disqualified/ rejected/ blacklisted. If such disqualification/rejection/ blacklisted occurs after the Bids have been opened and the Highest Bidder (based on combined score) gets disqualified/ rejected/ blacklisted, then JNPT reserves the right to invite the second highest bidder. In the event second highest bidder is unwilling to take up the Project, then the third highest bidder may be asked and so on. JNPT reserves the right to annul the Bidding Process and invite fresh Bids.

2.7.3 In case it is found during the evaluation or at any time before issue of LoA or during execution, subsistence thereof, the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the contractor either by issue of the LoA, and if the Selected Bidder has already been issued the LoA, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication

in writing by JNPT to the Selected Bidder or the Contractor, as the case may be, without JNPT being liable in any manner whatsoever to the Selected Bidder or the Contractor. In such an event, JNPT shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to JNPT under the Bidding Documents, or otherwise.

2.8 Bid Price

- 2.8.1 The lump sum price quoted by the Bidder being the Financial Bid shall include all the costs towards transportation of container from the port yard area to the premises of the Importer and also transportation of empty container to the empty container yard as per defined Scope of Work (Section 6).
- 2.8.2 The lump sum offer shall account for all costs including cost of vehicle, drivers wages as per relevant acts and guidelines, wages for helper/ cleaner, maintenance costs, vehicle part replacement costs, insurance as per the RFP, RTO taxes, toll taxes and any other taxes/ duties applicable, cost of fuel, administrative and marketing costs, contractor's profit and any other cost related to the transportation of the containers.
- 2.8.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance under the tender for the duration of the arrangement and not subject to variation on any account, for goods and services. A Bid submitted with an adjustable price quotation for such goods and services will be treated as non-responsive and rejected.
- 2.8.4 For all goods and services covered in this Bidding Document, prices shall be quoted in Indian Rupees only.
- 2.8.5 The Financial Bid shall be submitted substantially in the format provided in the tender.
- 2.8.6 An indicative rates for various nodes are provided in section 5.4.

2.9 Clarification

- 2.9.1 Bidders requiring any clarification on the RFP may notify JNPT in writing or by fax and e-mail. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in the tender. JNPT shall endeavor to respond to the queries within the period specified therein. JNPT will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.9.2 JNPT shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, JNPT reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring JNPT to respond to any question or to provide any clarification.
- 2.9.3 JNPT may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by JNPT shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by JNPT or its employees or representatives shall not in any way or manner be binding on JNPT.

2.10 Pre-bid Meeting

- 2.10.1 Pre-bid meeting shall be convened at the designated date, time and place specified in Clause 1.1.3.
- 2.10.2 During the course of Pre-Bid meeting(s), the Bidders will be free to seek clarifications and make suggestions for consideration of JNPT. JNPT shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

2.10.3 The Bidder is requested to submit any question online on Email id: cmt@jnport.gov.in of Chief Manager (Traffic) or on pbmukherjee@jnport.gov.in and to reach the Chief Manager before the Pre – Tender meeting. Any queries received after pre-tender meeting will not be accepted.

2.10.4 Minutes of the meeting including copies of the questions raised and responses given will be furnished expeditiously on JNPT E-tender website. Any modification of the RFP documents, which may become necessary as a result of the pre-tender meeting, shall be made by JNPT exclusively through the issuance of an addendum and not through the minutes of the pre-tender meeting and shall be hosted on JNPT E – tender website. The responsibility of downloading from JNPT website fully lies with the Bidder.

2.11 Amendment of RFP

2.11.1 At any time prior to the Bid Due Date, JNPT may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.11.2 Any Addendum issued hereunder will be in writing and shall be uploaded to the website.

2.11.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, JNPT may, in its sole discretion, extend the Bid Due Date.

2.12 Preparation and Submission of Bid

2.12.1 Format and signing of Bid

The Bidder shall provide all the information sought under this RFP. JNPT will evaluate only those Bids that are received in the required formats and complete in all respects. The completed Bids shall be submitted by **1500 hrs (IST) on 24.04.2017** on JNPT e-tender website in two stage systems as follows:

- a) Technical Bid along with the documents/information as provided in Clause 2.3 and Appendix I
- b) Financial Bid in the format as specified in Appendix II.

2.12.2 The Bid shall be submitted online strictly in accordance with the Instructions to Bidders, terms and conditions given in the RFP document. The Bidder should submit hard copy of Technical bid documents including blank tender document (without indication of quoted cost) uploaded in e-tender duly signed and affixed with company's seal on each page, on or before 24/04/2017, to the office of Chief Manager (Traffic), Administration Building, Sheva, Navi Mumbai. The hard copy submission should be same as the online submission and no discrepancies are envisaged in the two. In case of any discrepancy between online submission and hard copy submission, online submission shall prevail.

2.12.3 Bidders are particularly advised to fill in the details asked for, strictly in the prescribed forms. Bidders are liable to be rejected if relevant details are not furnished as per enclosed formats and also which do not meet the pre-qualification requirement as specified in the tender notice. The Bidder may furnish along with his Bid any additional information that in his opinion will highlight his capability to perform.

2.12.4 The Bidder should note the following procedure carefully:-

- a. The Bidder should quote his basic cost offer only in Financial Bid.
- b. Bidder should not indicate his cost offer anywhere directly or indirectly in Technical Bid.
- c. The Bidder should quote for the work as per Scope of Work as specified in RFP documents.
- d. The Bidders should ensure that their Bid is received online at JNPT website before the expiry of the specified time limit.
- e. No delay on account of any cause will be entertained for the late receipt of Bid.

- f. Bid offered or received after the stipulated time limit will either not be accepted and if inadvertently accepted, will not be opened and shall be returned to Bidder unopened.
- g. No page shall be added or removed from the set of tender document.

2.13 Bid Due Date

- 2.13.1 Bid and Enclosures of Bid should be submitted on or before the Bid Due Date as mentioned in Clause 1.3 at the address provided in the manner and form as detailed in this RFP.
- 2.13.2 JNPT may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.11.

2.14 Late Bids

- 2.14.1 Bid received physically by JNPT after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.15 Contents of the Financial Bid

- 2.15.1 The Bid shall be furnished in the format at Appendix II (where the Rates in Indian Rupees will be quoted by the Bidder) for in accordance with this RFP. The Bidder is also required to quote the route and node-wise rates as indicated in the Financial Bid format.
- 2.15.2 Generally, the Project will be awarded to the qualified Bidder who gets the highest combined score (the “**Highest Bidder**”) as per the weighted average formula provided in the financial bid.
- 2.15.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.16 Modification/ substitution/ withdrawal of Bids

- 2.16.1 No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date & Time.
- 2.16.2 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by JNPT, shall be disregarded.
- 2.16.3 Stamp Duty & other expenses: All costs, charges and expenses in connection with the tender shall be borne and payable by the Tenderer.

2.17 Rejection of Bids

- 2.17.1 Notwithstanding anything contained in this RFP, JNPT reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that JNPT rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.17.2 JNPT reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.18 Validity of Bids

- 2.18.1 The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and JNPT.

2.19 Confidentiality

- 2.19.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising JNPT in relation to or matters arising out of, or concerning the Bidding Process. JNPT will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence.

2.20 Correspondence with the Bidder

- 2.20.1 Except as provided in the RFP, JNPT shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.21 Earnest Money Deposit (EMD)

- 2.21.1 The Bidder shall furnish as part of its Bid, an EMD referred to in Clause 2.1.9 hereinabove by way of Demand Draft drawn from any scheduled bank / nationalized bank in favour of 'Jawaharlal Nehru Port Trust, payable at Mumbai.
- 2.21.2 Any Bid without the EMD shall be summarily rejected by JNPT as non-responsive.
- 2.21.3 JNPT shall be entitled to forfeit and appropriate the EMD as Damages inter alia in any of the events specified in Clause 2.21.4 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that JNPT will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on EMD shall be given to any Bidder.
- 2.21.4 The EMD shall be forfeited and appropriated by JNPT as damages payable to JNPT for, inter-alia, time cost and effort of JNPT without prejudice to any other right or remedy that may be available to JNPT under the bidding documents, or otherwise, under the following conditions:
- a) If a Bidder submits a non-responsive Bid as defined in 3.5;
 - b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section of this RFP;
 - c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and JNPT;
 - d) In the case of Selected Bidder, if it fails within the specified time limit -
 - i. to sign and return the duplicate copy of LoA; or
 - ii. to furnish the Performance Security within the period prescribed; or
 - iii. In case the Selected Bidder, commits any breach thereof prior to furnishing the Performance Security.

2.22 Performance security

- 2.22.1 The successful bidder shall furnish to JNPT a Performance Security in the format given in this RFP at Appendix IV – A. The successful bidder can submit the performance security in the form of a Bank Guarantee issued by a nationalized bank, or a Scheduled Bank in India having its branch in Mumbai, in favour of JNPT. The Performance Security shall cover the entire period of the arrangement plus six months claim period.
- 2.22.2 The performance security shall be for different amount for different routes. The Contractor shall submit a Performance Security for a sum equivalent to the amount provided in the table below.

Sr. No.	Route	Amount of Performance Security (Rs. Crores)
1	Towards Gujarat: Vasai, Tarapur, Palghar, Silvassa, Vapi, Valsad, Daman, Dadra Nagar Haveli, Surat, Bharuch, Dahej, Vadodara, Panchmahal, Ankaleshwar, Ahmedabad, Rajkot	4.4
2	Towards Ahmednagar: Khopoli, Talegaon, Hinjewadi, Wagholi, Pune, Ranjangaon, Ahmednagar	2.1
3	Towards Nashik, Aurangabad, Nagpur, Indore and Hyderabad: Igatpuri, Nashik, Ambad, Jalgaon, Aurangabad, Indore, Nagpur, Latur, Hyderabad	2.3
4	Towards Goa and Bangalore: Raigad, Satara, Ratnagiri, Ichalkaranji, Kolhapur, Goa, Bangalore, Mysore	4.0
5	Local Region near Mumbai: Taloja, Bhiwandi, Thane, Turbhe, Navi Mumbai, Mumbai	1.8

- 2.22.3 The Performance Security shall be submitted within a period of 15 days from the date of issue of LoA.
- 2.22.4 The Bank Guarantee will be released to the contractor within 30 days on receipt of an application thereof in that effect, after successful completion of the contract/ arrangement to the satisfaction of the JNPT.
- 2.22.5 JNPT shall be the custodian of the Performance Security. In case the contractor withdraws tractor-trailers or does not execute the work as per the contractual obligations and in turn additional cost is incurred to the importer, JNPT shall have the right to deduct an appropriate amount, to be decided by the Grievance Redressal Committee, as damages from the Performance Security.
- 2.22.6 JNPT shall also reserve the right to en-cash the Bank Guarantee in case of non-compliance of the tender terms while implementation of the arrangement.
- 2.22.7 In case of any partial or full encashment of the Bank Guarantee, the Contractor shall be required to replenish the Bank Guarantee within a period of 15 days to its original value, failing which, JNPT shall have the right to terminate the arrangement.

3. Evaluation of Bids

3.1 Evaluation of Bids

In the DPD process, we are eliminating one key stakeholder i.e. CFS and its role is now assumed by other stakeholders – Terminals, Shipping Lines, Transporter. In the revised process under the DPD, the biggest burden has to be shared by the transporter. In fact, the role to be assumed goes much beyond the scope of normal transporter. The transporter has to co-ordinate with terminals for efficient fleet deployment at regular period too. The transporter further has to take the responsibility of cargo, insurance, prevent theft/ damage to container and ensure safer delivery.

The transporter will need to create IT platform to drive the whole flow of traffic. It has to execute legal documents with importers for taking delivery on their behalf. In fact, it is a complete business re-engineering with a large role given to the transporter. In view of the same, a strong logistics player / transporter with sound business model is a pre-requisite for success of the DPD facility.

The transporter will be required to work in a time-bound manner in order to clear the cargo within a duration of 48 hours, failing which the container will be shifted to the designated CFS. However, as it involves multiple handling, it will choke and add congestion at the terminals. In case of such failure of the transporter to clear the cargo within the stipulated time, the cost due to the delay will be recovered from the transporter. Hence, the role of the transporter becomes critical.

It may further be noted that the present transportation solution has the potential to reap long term benefits from other business alignment. Some of the examples are - empty import containers may start collecting the export cargo on its way back, the empty may be repositioned on the route itself with empty yards located on the routes. A transporter needs to understand the overall business and may need to factor such potential opportunities while applying for the tender.

As indicated above, the present tender is not a regular tender but an “Out-of-Box solution to the transportation need” of JN port. As the transporter needs to be evaluated for its capability under multiple aspects, technical and financial – both factors needs to be considered to select a strong player.

In the technical parameters, it is important to factor tenderer’s strength in terms of availability of TTs, age and model of TTs, ability and arrangement for procuring additional TTs on need basis, experienced management team, IT Systems for catering to the project need and experience and knowledge about the working with the container terminals/ ICD. In the financial parameter, the rates quoted by the tendered will need to be evaluated and considered. In view of the same, the present tender is based on the Quality-cum-Cost-Base-selection (QCBS).

3.2 Technical Bid:-

- a. Technical Bid of all the Bidders will be opened by the representatives of Jawaharlal Nehru Port Trust, Administration Building, Sheva, Navi Mumbai - 400 707 on 24/04/2017 at 1530 hours.
- b. A Tender Scrutiny Committee comprising of officials from JNPT, Private Terminals and Customs shall evaluate the Technical Bid of the Bidders.
- c. The Bidder’s name, contents of the covering letter, the availability of requisite EMD and such other details as the Tender Scrutiny Committee at their discretion, may consider appropriate, will be announced at the time of Tender Opening for which Bidder’s authorized representative can be present.
- d. Evaluation of Technical Bids shall be considered only as a Pre-qualification and responsiveness test. The Evaluation of the Technical and Financial Capacity shall be carried out for the Bidders who completely fulfill the eligibility requirements specified in Clause 2.2. Bidder failing to meet any of the requirement specified in Clauses 2.2 or 2.3 shall be treated non responsive and will be rejected for further evaluation of Financial Bid.

- e. Conditional Bids will be rejected outright considering them as non-responsive offers and the Bids will be liable to be rejected outright if it is found that;
 - .1 The Bidder proposes any alternation in the work specified in the Bid or in time allowed for completing the works or indicate any other unacceptable condition.
 - .2 Disclosure/indication of the price in the Technical Bid shall render the Bid disqualified and rejected.
- f. Before the evaluation of the Technical Bid the Tender Scrutiny Committee will determine whether or not the Bid is responsive to the requirements of the RFP documents in accordance with the provisions of Clause 3.6.
- g. The Technical Bid shall be evaluated by a High Level Committee comprising of members from JNPT, Customs, DG Shipping, Private port terminals and representatives of importers and shall be assigned marks as per the Clause 3.6.2 of the tender. The Technical Bids scoring 65 marks or more out of 100 marks shall be considered as eligible for the financial bid opening. The High Level Committee may be assisted by the Tender Scrutiny Committee during the evaluation.

3.3 Financial Bid

- a. The Bidders, whose bid is adjudged, qualified as per the information provided in the Technical Bid including its responsiveness shall be shortlisted and invited for the opening of the Financial Bid by JNPT. A separate communication will be sent by JNPT, intimating the Financial Bid opening to all qualified bidders.
- b. The Financial Bid shall be opened and shall be evaluated in a sequence as determined by JNPT on a date to be fixed later and intimated to all the responsive and eligible Bidders to enable them to be present at the opening, if they so wish. The Financial Bid will be opened in the Sheva Office of Jawaharlal Nehru Port Trust, Administration Building, Navi Mumbai - 400 707.
- c. The Bidder is required to furnish the details completely as per Appendix II (Financial Bid). The financial bid evaluation will be carried out by JNPT in order to check the completeness and responsiveness of the Bid and to allocate Financial Score to the Bid.
- d. All costs, charges and expenses including stamp duty shall be borne by the Bidders.
- e. Before the evaluation of the Financial Bid, the Tender Scrutiny Committee will determine whether or not the Bid is responsive to the requirements of the RFP documents and is submitted as per the format provided. The non-responsive bids shall not be considered for further evaluation.

3.4 Clarification on the Bids

- 3.4.1 To assist in the examination, evaluation and comparison of Bids, JNPT may ask Bidders, individually for clarifications of their Bids. The request for clarification and the response shall be in writing or by cable or by telex, but no change in price or substance of the Bid shall be sought, offered or permitted nor the Bidder be permitted to withdraw his Bid before the expiry of the Bid validation period.

3.5 Test of responsiveness

- 3.5.1 Prior to evaluation of Bids, JNPT shall determine whether each Bid is responsive to the requirements of this RFP. A bid shall be considered responsive only if:
 - a) The Bid is signed, sealed and marked as stipulated in clause 2.12;
 - b) The Bid is accompanied by the EMD as specified in Clause 2.1.9;

- c) all the required document as per Clause 2.3 have been submitted and are in the formats as specified in Appendix I and II provided in this RFP document.
- d) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- e) If the committee of JNPT is satisfied with the business model for the deployment of required number of TTs as explained in Form 9 of the Technical Bid
- f) it does not contain any condition or qualification; and
- g) it is not non-responsive in terms hereof.

3.5.2 JNPT reserves the right to reject any Bid which is not responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by JNPT in respect of such Bid.

3.6 Selection of Bidder

3.6.1 The bidders' qualification shall be assessed route-wise and their shortlisting for Financial Bid opening shall be carried out route-wise. The Financial Bids of the qualified bidders shall be evaluated in the following sequence.

Sequence in the Financial Bid Opening	Route
1	Towards Gujarat: Vasai, Tarapur, Palghar, Silvassa, Vapi, Valsad, Daman, Dadra Nagar Haveli, Surat, Bharuch, Dahej, Vadodara, Panchmahal, Ankaleshwar, Ahmedabad, Rajkot
2	Towards Goa and Bangalore: Raigad, Satara, Ratnagiri, Ichalkaranji, Kolhapur, Goa, Bangalore, Mysore
3	Towards Nashik, Aurangabad, Nagpur, Indore and Hyderabad: Igatpuri, Nashik, Ambad, Jalgaon, Aurangabad, Indore, Nagpur, Latur, Hyderabad
4	Towards Ahmednagar: Khopoli, Talegaon, Hinjewadi, Wagholi, Pune, Ranjangaon, Ahmednagar
5	Local Region near Mumbai: Taloja, Bhiwandi, Thane, Turbhe, Navi Mumbai, Mumbai

3.6.2 Evaluation of Technical Proposal and shortlisting of Bidders:

The transporter will play a critical role in the success of the DPD model. The containers are stacked route-wise in five stacks and the selected transporter for that route will be responsible for clearing the containers on the basis of best-pick-model. Further, the transporter will be required to work in a time-bound manner in order to clear the cargo within a duration of 48 hours, failing which the container will be shifted to the designated CFS, which will add to the cost and time delay. Also, if the transporter fails to evacuate the containers within the stipulated time, there may be issues related to the congestion at the port terminal and the entire port operational efficiency and port dwell time may be affected. In view of the same, it is necessary that an efficient transporter with sound business model and adequate past experience is selected for the project.

As the present tender is not a regular tender but an Out-of-Box solution to the transportation need of JN port and as the transporter needs to be evaluated for its capability under multiple aspects, the technical

proposal and business plan of the transporter will be evaluated by the High Level Committee on the basis of the following criteria.

Sr. No.	Criteria	Sub-criteria	Total Marks
1	Past Experience: Past experience of working in similar arrangement	<ul style="list-style-type: none"> • Extent of experience in terms of years <ul style="list-style-type: none"> ○ 4 years to 5 years of experience: 14 marks ○ 5 years to 7 years: 17 marks ○ More than 7 years: 20 marks 	20
2	Turnover of the Tenderer	<ul style="list-style-type: none"> • Turnover of the Tendered <ul style="list-style-type: none"> ○ As per minimum requirement specified in MQC upto 120% of the MQC: 6.5 Marks ○ From 120% upto 150% of the amount specified in MQC: 8 Marks ○ From 150% upto 200% of the amount specified in MQC: 9 Marks ○ From 200% upto 250% of the amount specified in MQC: 10 Marks 	10
3	Truck Trailers: Total number of TTs and life of TTs	<ul style="list-style-type: none"> • Number of TTs owned/ Number of TTs covered under the Operational Contract (20 Marks) <ul style="list-style-type: none"> ○ Ownership/Operational Contract as per minimum requirement specified in tender: 13 marks ○ Ownership/Operational Contract for 20% more TT than the MQC requirement: 15 marks ○ Ownership/Operational Contract for 50% more TT than the MQC requirement: 17.5 marks ○ Ownership/Operational Contract for 100% more TT than the MQC requirement: 20 marks • Average life of the Trucks (10 Marks) <ul style="list-style-type: none"> ○ Number of trucks equivalent to 80% of the MQC requirement less than 5 years old: 6.5 marks ○ Number of trucks equivalent to 120% of the MQC requirement less than 5 years old: 8 marks ○ Number of trucks equivalent to 150% of the MQC requirement less than 5 years old: 9 marks ○ Number of trucks equivalent to 200% of the MQC requirement less than 5 years old: 10 marks 	30 (20+10)
4	Business Plan / Business Model of the Transporter	<p>The business plan of the transporter shall be evaluated based on the presentation to be made to the High Level Committee. The business plan presentation should cover the following aspects</p> <ul style="list-style-type: none"> • Understanding of the DPD and Standard Operating Procedures (SOPs): 10 Marks <ul style="list-style-type: none"> ○ Overall understanding of the DPD system ○ Procedure for deployment of the trucks under DPD ○ Procedure for communication with various stakeholders ○ How the end to end safety and reliability of the cargo/ container is ensured 	40

Sr. No.	Criteria	Sub-criteria	Total Marks
		<ul style="list-style-type: none"> • IT and Technology Systems : 10 Marks <ul style="list-style-type: none"> ○ System for sending alerts about the truck movements to the client ○ Systems for GPS based real time tracking ○ Website for display of tracking and other needs ○ Call center and customer helpline ○ Centralized Control room for overall monitoring ○ IT solution in place for overall project ○ How the Tenderer proposes to bring all the different transporters to the same IT platform to deliver its obligations considering all will have different systems for sending alerts, collecting documents, deploying TTs, managing drivers etc. • Management team and Operational Team: 5 Marks <ul style="list-style-type: none"> ○ Management team and their experience ○ IT team ○ Estimation of number of Drivers ○ How the required number of drivers will be made available for the project without any default ○ Operational strategy on how the necessary TTs (over and above the total capacity of the tenderer) on any route shall be deployed by the tenderer • Business plan of the tenderer: 10 Marks <ul style="list-style-type: none"> ○ Model of operation ○ Available infrastructure – yards, it system, control room ○ Any strategy to bring in more efficiency in the transportation under DPD ○ Quality of service ○ How it will justify the efficient operations on longer routes • Experience in JNPort eco-system/ Container Terminals in India: 5 Marks <ul style="list-style-type: none"> ○ Experience of such large project of container evacuation from any container terminal / CFS/ ICD* in India. ○ Experience of working in the JN port eco-system including terminals/ CFS/ ICDs/ FTWZ*. ○ Marks will be assigned based on the container volumes handled by the tenderer <p>* Experience of only those CFS/ ICD handling more than 20,000 TEUs will be considered.</p>	

The Bidder shall be required to make a presentation on its Business Plan to the High Level Committee on the above criteria. The Committee shall evaluate the business plan and shall assign marks. Only those

Bidders, whose Technical Bid scores 65 marks or more out of 100 marks shall be considered as eligible for the financial bid opening.

3.6.3 Evaluation of Financial Proposal:

In the second stage, the financial evaluation will be carried out as per Clause 3.2. Each Financial Bid will be assigned a financial score (S_F) as specified in this Clause.

The selection of the Bidder shall be done route-wise one-after-the-other in the sequent provided above. For financial evaluation, the total overall cost (as per the formulae provided in the format) indicated in the Financial Bid will be considered.

The Authority will determine whether the Financial Bids are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Contractor to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Contractor. The lowest Financial Proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M/F$$

(F = amount of Financial Proposal)

3.6.4 Combined and Final Evaluation

Bids will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_W + S_F \times F_W$$

Where, T_W and F_W are weights assigned to Technical Bid and Financial Bid, which shall be 0.6 and 0.4 respectively.

3.6.5 Selection of the Bidder:

The Selected Bidder shall be the Bidder having the highest combined score.

The second highest Bidder shall be kept in reserve and may be invited in its discretion in case the first-ranked Bidder withdraws, or fails to comply with the requirements of the tender and fails to submit the Performance Security within the stipulated timeline. In case, the second highest bidder also fails, the third highest bidder shall be given an opportunity and so on.

- 3.6.6 In case the Successful Bidder of the first route has also applied for other routes, the Technical and Financial capacity (Number of TT requirement and Turnover) of this bidder shall be reduced by the Minimum Eligibility requirement of the first route and the residual capacity shall be compared against the minimum eligibility requirement of the second route. In case, the bidder's residual capacity meets the minimum required Technical and Financial capacity criteria, this Bidder shall be considered for the second route. In case, the Bidder's residual capacity does not fulfill the minimum requirement of the second route, the Financial Bid of such Bidder shall not be considered. The same procedure shall be followed till the Successful Bidder is selected for all the routes.

Illustration:

An illustration is provided below for the minimum Technical capacity requirement. The Financial capacity may be assessed in a similar way.

Bidder ABC and Bidder XYZ have applied for multiple routes. Bidder ABC has applied for the First, Second and Third route while Bidder XYZ has applied for first and second route.

The capacity of the Bidder XYZ and ABC are assumed as indicated below.

Bidder	Technical Capacity: Number of TTs (No.s)	Financial Capacity: Turnover (in Rs. Crore)
ABC	310	70
XYZ	140	30

After the evaluation of technical and financial bids, the standing of the bidders are assumed to be as indicated below.

Bidder	ABC	XYZ	Ot1	Ot2	Ot3...
Route 1: Towards Gujarat:	H1	H3	H2	H4	H5
Route 2: Towards Goa and Bangalore	H1	H2	H4	H3	H5
Route 3: Towards Nashik, Aurangabad, Nagpur, Indore and Hyderabad	H2	H1	H3	H5	H4
...					

Where H1 = bidder getting the highest combined score, H2 = bidder getting second highest combined score etc.

Here, since ABC is the highest bidder for route 1, the same will be selected for route 1 and its residual capacity for route 2 (towards Goa) shall be estimates as indicated below.

Total Technical Capacity of ABC (No. of TTs) (A)	Less MEC for Route 1 (B)	Residual technical capacity (C = A-B)	MEC for Route 2 (D)	Meeting technical eligibility criteria for Route 2
310	199	111	128	No (As residual capacity is less than minimum requirement)

As indicated above, the Bidder ABC will not be considered for evaluation. In view of the same, the Bidder XYZ will be the selected bidder as the same is the next highest bidder. As Bidder ABC and XYZ has also applied for Route 3, the capacity for ABC and XYZ to apply for route 3 is evaluated as indicated below.

Total Technical Capacity of ABC (No. of TTs) (A)	Less MEC for selected route (B)	Residual technical capacity (C = A-B)	MEC for Route 3 (D)	Meeting technical eligibility criteria for Route 3
310	199	111	109	Yes (As residual capacity is higher than minimum requirement)
140	128	12	109	No (As residual capacity is less than minimum requirement)

As indicated in the table above, Bidder XYZ does not fulfill technical capacity requirement for Route 3 and hence will not be evaluated for Route 3. Bidder ABC will be evaluated for Route 3 as the same meets the minimum Technical Capacity requirement for route 3. In such case, Bidder ABC will be selected for Route 3 too.

- 3.6.7 In the event that two or more Bidders receives the same combined score (the "**Tie Bids**"), then the bidder having a higher Technical Score shall be selected as the Successful Bidder.
- 3.6.8 After selection, a Letter of Award (the "**LoA**") shall be issued, in duplicate, by JNPT to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder is not received by the stipulated date, JNPT may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as Damages on account of failure of the Successful Bidder to acknowledge the LoA, and inconformity with Clause 2.1.9.
- 3.6.9 After acknowledgement of the LoA as aforesaid by the Successful Bidder, the Successful Bidder shall be required to deploy the necessary resources and trucks within a period of 15 days and commence the services as per the Scope of Work and obligations provided in this tender document. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the tender documents.
- 3.6.10 In the event that JNPT rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.7 High Level Committee's right to select more number of Tenderers for a route

3.7.1 In case where the High Level Committee believes that the selected tenderer may not be able to implement the project as per the requirement due to any of the following circumstances, the Committee shall have a right to select more than one tenderer for any or all the routes.

- a) The technical capacity of the selected tenderer is very low (about 70 to 75 marks) and the business plan does not explain his ability to handle the present transport solution

(Note: as explained earlier, this is not a regular transportation tender and the success of the DPD depends on the transporter. Hence, a strong transporter/ logistics player is required)

- b) The Rates quoted in the Financial Bid is higher than the estimated amounts or there is a substantial difference in the amount quoted by other tenderers

(Note: The importers are the ultimate beneficiaries in the DPD system. However, of this results in higher cost for the importers, it may not encourage the importers to take the DPD facility.)

- c) The total number of TTs available with the tenderer is very limited.

(Note: The minimum qualification criteria is kept considering the transporter has 25% TTs as owned fleet and will manage the remaining on hire basis. The qualification criteria is kept at 25% in order to attract maximum participation and considering the fact that only part of the fleet is owned by the transporter. However, the transporter needs to plan for the complete TT requirement and if the number of TTs is less and if the business plan fails to explain how the transporter will arrange for the remaining 75%, more than one transporter may be required)

3.7.2 In case High Level Committee intends to select more than one tenderer for the route, the following provisions shall apply.

- a) The opportunity shall be given to the next highest bidder (based on the combined score).
- b) In case, the next highest bidder has the weighted average rate (Financial Bid) higher than the highest bidder, the next higher bidder shall need to come to the rates of the highest bidder, failing which this tenderer's bid shall not be considered and the opportunity shall be given to the third highest bidder.
- c) In case, the next highest bidder has the weighted average rate (Financial Bid) lower than the highest bidder, the higher bidder shall need to come to the rates of the next highest bidder, failing which this tender may be annulled by the Committee.
- d) In case, within the provided time, the tenderer does not provide in writing his willingness to undertake the work, the next highest bidder shall be provided with an opportunity. This process will continue till the time JNPT has the required number of additional bidder.
- e) All the additional bidders, selected as per the provisions of this clause, shall need to align with the Successful Bidder. The Successful Bidder shall be the single point of contact for all the communications. The Successful Bidder shall need to create a common platform (IT and other systems) for accommodating additional bidders on need basis.
- f) The allocation of business within the selected tenderers shall be left to the Successful Bidder.

3.8 Contacts during Bid Evaluation

3.8.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time JNPT makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, JNPT and/ or their employees/ representatives on matters related to the Bids under consideration.

4. Fraud and corrupt practices

4.1 General

- 4.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the arrangement. Notwithstanding anything to the contrary contained herein, or in the LoA, JNPT may reject a Bid, withdraw the LoA, or terminate the Arrangement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, JNPT shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to JNPT under the Bidding Documents, or otherwise.
- 4.1.2 Without prejudice to the rights of JNPT under Section 4 hereinabove and the rights and remedies which JNPT may have under the LoA, or otherwise if a Bidder or Contractor, as the case may be, is found by JNPT to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA, such Bidder shall not be eligible to participate in any tender or RFP issued by JNPT during a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, is found by JNPT to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.1.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of JNPT who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or arising therefore, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of JNPT, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process), engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA, as the case may be, any person in respect of any matter relating to the Project or the LoA, who at any time has been or is a legal, financial or technical adviser of JNPT in relation to any matter concerning the Project;
 - b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by JNPT with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4.2 **Miscellaneous**

- 4.2.1 The bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts at Mumbai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 4.2.2 JNPT, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) Consult with any Bidder in order to receive clarification or further information;
 - c) Retain any information and/ or evidence submitted to JNPT by, on behalf of any Bidder; and/ or
 - d) Independent verify, disqualify, reject and/ or accept any and all submission or other information and all submission or other information and/ or evidence submitted by or on behalf of any Bidder
- 4.2.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases JNPT, its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

5. SCOPE & VOLUME OF WORK

5.1 Identified Routes

Various routes as indicated below are identified and a transporter(s) shall be selected for each of the identified routes.

Sr. No.	Route
1	Towards Gujarat: Vasai, Tarapur, Palghar, Silvasa, Vapi, Valsad, Daman, Dadra Nagar Haveli, Surat, Bharuch, Dahej, Vadodara, Panchmahal, Ankaleshwar, Ahmedabad, Rajkot
2	Towards Ahmednagar: Khopoli, Talegaon, Hinjewadi, Wagholi, Pune, Ranjangaon, Ahmednagar
3	Towards Nashik, Aurangabad, Nagpur, Indore and Hyderabad: Igatpuri, Nashik, Ambad, Jalgaon, Aurangabad, Indore, Nagpur, Latur, Hyderabad
4	Towards Goa and Bangalore: Raigad, Satara, Ratnagiri, Ichalkaranji, Kolhapur, Goa, Bangalore, Mysore
5	Local Region near Mumbai: Taloja, Bhiwandi, Thane, Turbhe, Navi Mumbai, Mumbai

As indicated in the table above, various nodes on the designated routes are also identified and indicated in the table. The financial quote to be received under the Arrangement is inclusive of travel of indicative km of travel one-way as indicated in the format of the Financial Bid. The Financial Bid shall also be inclusive of the empty repositioning travel costs.

5.2 Estimated Volumes for each route

The estimated volume for each of the route is identified on the basis of the information about the volume handled by the identified DPD importers and their factory locations for the year 2015-16 as shared by the Customs. Due caution has been taken to verify the data based on the information received from the Customs. However, all the bidders are encouraged to carry out their independent due diligence on the same.

The route-wise traffic arrived is as estimated below.

Routes	Node wise Traffic (TEUs)								Traffic for the Route (TEUs)
• Route 1: Gujarat	Vasai	Tarapur / Palghar	Silvasa/Vapi/ Valsad/ Daman/ Dadra Nagar Haveli	Surat	Vadodara (Bharuch, Dahej, Ankaleshwar, Panchmahal)	Ahmedabad	Rajkot		
		30775	85809	11504	20236	19814	5018		1,73,156
• Route 2: Ahmednagar	Khopoli	Talegaon	Hinjewadi	Wagholi	Pune	Ranjangaon	Ahmednagar		
	1471	1526			91771	10984	2973		1,08,725
• Route 3: Aurangabad - Nagpur	Igatpuri	Nashik-Ambad	Jalgaon	Aurangabad	Indore	Nagpur	latur	Hyderabad	
	3061	6793	2128	35839	4620	5641	218	7426	65,725
• Route 4: Kolhapur-Bangalore	Raigad	Satara	Ratnagiri	Ichalkaranji	Kolhapur	Goa	Bangalore	Mysore	
	24218	3061	801		585	2472	44593	1646	77,376
• Route 5: Local - Thane / Bhiwandi / Taloja	Taloja	Bhiwandi	Thane	Turbhe	Navi Mumbai	Mumbai			
	1791	33194	22358	63	22277	76081			1,55,765

As indicated in the table above, the total traffic of 5,80,747 TEUs has been distributed among the five routes and its nodes.

5.3 Estimation of the requirement of Tractor Trailers and Turnover based on the volume of containers

Requirement of TTs:

It is estimated that in view of the lack of space at factory, or for any other reason, the container may initially be routed to the local warehouses/ non-notified area of CFS instead of going to the Factory location. The same is assumed to be initially 35% of the total volumes. Further, the following points have been considered while arriving at the requirement of tractor trailers.

- Peak load factor in the volume of import cargo is considered as 1.1.
- 20 feet to 40 feet container ratio is considered as 2:1.
- The trucks operational days is considered as 355 days with 10 days of downtime towards repair and maintenance.
- It is considered that a transporter in general keeps about 25% of the total business requirements as owned fleet and the remaining trucks will be procured on need basis.

Based on the above inputs, the brief working of the requirement of TTs as Minimum Eligibility Criteria is as provided below.

Route	Total traffic for the Route (TEUs)	Peak Load Factor	20F to 40F Vehicle Ratio	Two Way Trip Duration – average (Days)	Trips that a truck can make in a year (Considering 10 days of downtime)	% of the traffic assumed to be stored in the local Warehouses/ CFS as per the requirement of Importers	Total Vehicle Requirement (TTs) for the identified traffic	Total Owned Vehicle Requirement per route considering about 25% of owned fleet
• Route 1: Gujarat	1,73,156	1.1	2:1	3.0	117	35%	794	199
• Route 2: Ahmednagar	1,08,725	1.1	2:1	3.1	114	35%	512	128
• Route 3: Aurangabad - Nagpur	65,725	1.1	2:1	4.4	81	35%	436	109
• Route 4: Kolhapur- Bangalore	77,376	1.1	2:1	4.2	84	35%	494	124
• Route 5: Local - Thane / Bhiwandi / Taloja	1,55,765	1.1	2:1	1.8	195	35%	429	107

Requirement of Turnover:

The estimated turnover is worked out for the transporter based on the average rate for every node of the route and volumes for the corresponding nodes on that route. Further, considering that only about 25% of the fleet is generally owned by the transporter and that for the remaining volumes, only a small part of the revenue may come to the transporter, the total revenues are reduced to 25% for arriving at the expected revenue for a transporter for any route. For the remaining 75% of the volumes, a management charges of about Rs. 1000 per truck is considered and the same is added in the estimated revenues from the route. Further, as per the general requirement and CVC guidelines, 30% of this estimated volume is considered as Minimum Eligibility Criteria for any route.

5.4 Transportation charges for various routes

The rates for the transportation of the containers were sought from the importers in various forums and through emails. Some of the importers shared their rates over email. A few importers also shared their invoices indicating the transportation charges. However, overall locations for which the rates were received were limited. Further, the rates were from the Port to the factory location and not to the identified nodes. Hence, though these rates were compared, the same could not be directly used as node-specific rates were not available.

A market feedback from the transporters were taken on the transportation charges for the identified routes and nodes and the rates gathered from them were verified from the transportation association. These rates are as presented below.

Indicative Rates for Route 1:

Route towards Gujarat: Covering Vasai, Tarapur, Palghar, Silvasa, Vapi, Valsad, Daman, Dadra Nagar Haveli, Surat, Bharuch, Dahej, Vadodara, Panchmahal, Ankaleshwar, Ahmedabad, Rajkot

Nodes	Indicative Distance in Kms (JNPT to Node)	20 Feet Container		40 Feet Container	
		<22 MT	more than 22 MT	<22 MT	more than 22 MT upto 25.5 MT
Tarapur	170	19500	22000	21000	23500
Vapi	220	23000	25500	26000	28500
Surat	330	34000	38000	37000	40000
Vadodara	510	38000	41000	42000	47000
Ahmedabad	600	43000	46000	48000	51000
Rajkot	780	57000	62000	68000	71000

Route 2:

Route towards Ahmednagar: Khopoli, Talegaon, Hinjewadi, Wagholi, Pune, Ranjangaon, Ahmednagar

Nodes	Indicative Distance in Kms (JNPT to Node)	20 Feet Container		40 Feet Container	
		<22 MT	more than 22 MT	<22 MT	more than 22 MT
Khopoli	75	12500	14000	13500	15500
Talegaon	105	16000	18000	19000	20500
Hinjewadi	130	23000	24500	24500	26500
Pune	145	22500	23500	23500	26500
Ranjangaon	180	23500	25000	25500	27000
Ahmednagar	270	27000	29000	33000	36500

Route 3:

Route towards Nashik, Aurangabad, Nagpur, Indore and Hyderabad: Igatpuri, Nashik, Ambad, Jalgaon, Aurangabad, Indore, Nagpur, Latur, Hyderabad

Nodes	Indicative Distance in Kms (JNPT to Node)	20 Feet Container		40 Feet Container	
		<22 MT	more than 22 MT	<22 MT	more than 22 MT
Igatpuri	160	20000	22000	23000	25000
Nashik/Ambad	210	22000	24000	24500	26000
Jalgaon	450	38000	40000	40500	42500
Aurangabad	380	35000	37000	38500	42000
Indore	640	53000	57000	61000	65000
Nagpur	870	64000	67000	72000	75000
Latur	560	43000	45000	46000	49500
Hyderabad	760	58000	60000	65000	68000

Route 4:

Route towards Goa and Bangalore: Covering Raigad, Satara, Ratnagiri, Ichalkaranji, Kolhapur, Goa, Bangalore, Mysore

Nodes	Indicative Distance in Kms (JNPT to Node)	20 Feet Container		40 Feet Container	
		<22 MT	more than 22 MT	<22 MT	more than 22 MT
Raigad	80	16000	18000	18500	19500
Satara	265	34000	36000	37000	39000
Ratnagiri	325	36000	38500	40000	41500
Kolhapur	390	39000	41000	42000	44000
Goa	610	60500	64000	65500	69000
Bangalore	1000	85000	90000	94500	99000
Mysore	1100	90000	95000	98000	101000

Route 5:

Local Region near Mumbai: Taloja, Bhiwandi, Thane, Turbhe, Navi Mumbai, Mumbai

Nodes	Indicative Distance in Kms (JNPT to Node)	20 Feet Container		40 Feet Container	
		<22 MT	more than 22 MT	<22 MT	more than 22 MT
Taloja	50	9500	10500	11000	12000
Bhiwandi	75	13500	14500	15000	16500
Thane	60	13000	14500	15000	16500
Turbhe	40	9000	10500	11500	12500
Mumbai	60	13500	15000	16000	17500
Navi Mumbai	40	9500	11000	11500	12500

It may be noted that the above rates are only average rates and the actual rates for any importer may vary depending on the overall volumes of importer and its bargaining power, location of the factory, timeframe for de-stuffing, credit period etc.

This rates are provided only for the information of the Tenderers and the tenderers are not bound by any way for quoting the same or similar rates. The tenderers shall need to carry out their own due diligence and arrive at their own rates.

It may be noted that the above rates are present rates, however, in view of the large volume, fixed transportation route, possibility of collecting export container/ cargo on the return journey, less turn-around time in DPD facility, long duration of contract, more or less fixed number of clients on a same route should result in lower rates for the transporter. In fact the success of the DPD facility depends on the lower logistics cost for the importer. Though there are additional facilities/ services being provided by the transporter under the present tender, which may increase his cost, the overall transportation rates is expected to be lower than the present rates in view of some of the above cited benefits.

5.5 Scope of the Tender

Only DPD containers shall be covered under this tender. The specific requirements like Reefer containers, flatrack bed, open top, tank containers etc. shall not be covered in this tender.

5.6 The Arrangement

The Selected Bidder (the “**Contractor**” or the “**Transporter**”) for each route shall be required to provide transportation services for the DPD import containers as per the terms and conditions of this tender for the duration of the arrangement. (the “**Arrangement**”).

5.7 Role of the Contractor (or the “Transporter”)

5.7.1 General Roles and Obligations of the Transporter

- a. **Provide TTs as required on daily basis** for movement of containers from the Port to factory and then to the designated empty container yard of the shipping line. The contractor along with the Importer / CHA agents shall be responsible for ensuring that the DPD containers are cleared from the port area within a total duration of 48 hours.
- b. **Scanning:** Ensure the required movement for scanning of Import container for the containers selected in the Custom’s scanning list and to ensure that the containers are cleared from the port after the scanning within 48 hrs (calculated from stacking of container into the yard to truck gate-in time).
- c. **Deploy adequate personnel to carry out all operations.** The transporters shall additionally deploy persons in the Port (DPD HUB) for smoother movement and co-ordination.
- d. **Electronic Platform:** To create an electronic platform for displaying all the rates for each node, fuel/ diesel escalation modalities, and other important information/ notifications with the trade in a transparent manner
- e. **Plan the requirement of number of TTs based on the estimated container numbers** provided in the tender and based on the estimated projection for increase in the traffic. Transporter shall be required to maintain the adequate fleet either on its own or through tie-ups to ensure that the necessary number of TTs are always available for the evacuation of cargo from the Port in time.
- f. **Send Alerts to the Importer** at the time of loading of the container, 2 hours before reaching the factory and in case of any break down/ accident.

- g. **Rectify Break-down of Truck:** The transporter will rectify the break-down issue within reasonable time. The transporter in such cases will immediately report to the Importer and make necessary arrangement to rectify the situation.
 - h. **Provide GPS based real time vehicle tracking** to the importers.
 - i. **Keep all transport vehicle documents** like insurance, road permit, fitness certificate, road tax, driver license etc. in place.
 - j. **Insurance:** Take Third Party Insurance as necessary. In case of any accident/ theft/ damage/ loss, the contractor shall extend all necessary help and provide necessary documents like Police Panchnama, Fact Certificate etc. The Contractor shall be required to keep Carrier Legal Liability Insurance for an amount of Rs. 3 Crore.
 - k. **Aligning with specific requirements of the Terminal Operators:** The Transporter, the TTs and the drivers shall be required to align with any specific requirements of the terminal operators like advance registration of the transporters, safety training of the drivers and requirement for RFID enabled trucks etc.
 - l. To enter into a separate AGREEMENT with the importers for movement of cargo on their identified route.
 - m. Transporter to charge to the importer an amount equal to or lower than the maximum price fixed through this tender process.
 - n. Transporter to get the details about the containers and their end destinations in advance from the Importers.
 - o. **Damages:** In case the container could not be cleared within 48 hours (calculated from stacking of container into the yard to truck gate-in time) for the reasons attributable to the transporter, the transporter shall pay the damages to the importer as determined in this tender.
 - p. **Adapt to any revision in timelines by the Customs for DPD cargo evacuation:** presently, the DPD container needs to be evacuated within a timeframe of 48 hours. However, the idea is to make the delivery more prompt. Hence, in future, the 48 hours-timeframe may be further lowered. During the duration of the contract, if at any point of time, the Customs Department changes the DPD timeframe, the transporter will need to align by the same.
 - q. **Bank Guarantee:** The transporter shall be required to replenish the Performance Security provided in the form of Bank Guarantee to its original value in case there is any claim made by the JNPT on recommendation of the Grievance Redressal Committee under the provisions of this tender for non-performance of the Transporter.
 - r. **Long route trucks:** Though the transporter can deploy the trucks having manufacturing date on or after 01/04/2009, the transporter shall be required to ensure that suitable trucks are deployed on the longer routes. The trucks to be deployed on the longer routes should be preferably less than 5 years old and should be efficient in all manners.
- 5.7.2 Role and Obligations of the Transporter: Collecting Cargo from the Port and providing delivery to the Importer
- a. Based on the advance intimation of the arrival of containers, the Transporter shall arrange for and allocate the necessary TTs for collecting the containers. Transporter shall share the information of vehicle and Estimated Time of Arrival (ETA) with the Importers and Port.

- b. Transporter shall collect requisite delivery documents of container & Empty DO letter from importer/CHA and will ensure that the truck- gate-in pass (truck entry into the port terminal gate) is generated within 48 hours.
- c. In case any container is selected for scanning, the transporter shall ensure that the same is also completed and the containers are cleared from the port after the scanning within 48 hrs (calculated from stacking of container into the yard to truck gate-in time).
- d. After loading of container when the vehicle exits the Port, the Transporter shall share the information /alert to the Port & the Importer on the status and Estimated Time of Delivery (ETD).
- e. Transporter shall share ETD and route updates on milestones basis with the Importer. Transporter shall share the vehicle arrival alert to the Importers 2 hours before arrival of the vehicle via SMS to ensure quick unloading and turnaround.
- f. At the destination, both the driver and Importer shall be required to sign off successful delivery and de-stuffing of the container cargo.
- g. Transporter shall be required to ensure that there is no damage to the container and cargo during the transportation.
- h. The transporter's obligation towards the empty container, after the container is emptied in the factory, will be similar to the present requirements and market practices. The rates shall be inclusive of the same.

5.8 **Grievance Redressal Committee**

The present tender only creates a platform for the transporter to provide a complete transportation solution under the DPD facility. While there are multiple stakeholders involved, i.e. importer, transport, terminal operators – a Grievance Redressal Committee will be constituted for hearing the complaints about these stakeholders on the quality and other aspects of the transportation solution and for arriving at quick resolution on the same.

JNPT, NSICT, NSIGT, GTI, DG Shipping, Indian Ports Association and Customs together shall form a Grievance Redressal Committee (the "Grievance Redressal Committee") that will address the issues of the stakeholders related to the transport solution. The Committee shall ensure the overall quality of service of the transport solution.

The committee shall fix up a date in a month and shall have monthly meetings on the designated date or any other date as determined mutually by the members. The committee shall also have additional meetings on the need basis.

The committee shall determine on the price revision on account of toll charges revision, fuel cost variation and change in applicable taxes based on the arrangement as per the provisions of the tender. The committee shall also determine the amount of damages payable by the Transporter/ Contractor in accordance with the provisions of this tender document.

In case of any dispute related to any particular location belonging to which of the identified routes, the Committee shall decide on the matter.

6. SPECIAL TERMS AND CONDITIONS OF CONTRACT

6.1 Escalation/De-Escalation in account of change in the fuel price

This clause will be applicable only in case of change in the price of diesel. The escalation/de-escalation in case of change in diesel prices during the period of this arrangement will be governed by the following method for effecting payments:

- i) The tender rate shall be increased/ reduced on account of change in the price of diesel during the period of the Arrangement. Following formula shall be applied for modifying the tender rate on account of any change in diesel price:

For every increase of 5% in the diesel price on the base price existing on the date of submission of Bid, an increase of 2% on the tender rate shall be made. There will be no escalation in the rate if the change in fuel price is less than 5%. Similarly, if there is reduction in the fuel cost, the rate shall be accordingly reduced. Cumulative change in the fuel price shall be considered for adjustment.

- ii) The escalation/de-escalation will be based on the change in consumer price of diesel at IOC's fuel station located inside the Port area.
- iii) The rate shall be determined and finalized in the meeting of Grievance Redressal Committee. In case, for any month, the Grievance Redressal Committee is not having any meeting, JNPT may decide on the matter. The revised rate shall be applicable after 7 days from the date of the meeting.

6.2 Adjustment in the Transportation Charges on account of change in toll charges/ rates

In case of any revision in the toll charges at any toll road to be used by the Contractor for the movement of the container on that particular route, the Contractor shall be allowed to seek change in the transportation charges. The contractor shall be required to demonstrate the effect of increase in the toll rates on the overall cost of transportation on that route (including sub nodes). The Grievance Redressal Committee may evaluate the same and decide on the matter.

6.3 Damages

In case any Tractor-Trailer is not made available during operations for evacuation of the container within 48 hours for reasons attributable to the contractor, damages will be imposed on the Contractor. The amount of the port ground rent charges, shifting charges to the CFS and container handling charges in CFS and any other charges as payable by the importer on account of such delay of the Contractor shall be recovered from the Contractor. In case of any dispute on this amount, the details of the matter shall need to be represented to the Grievance Redressal Committee and the committee decision on the issue shall be final and binding on the Contractor and importer.

In case the contractor withdraws tractor-trailers or does not execute the work as per the contractual obligations, JNPT shall have the right to deduct an appropriate amount, to be solely determined by the Grievance Redressal Committee, as damages from the Performance Security. JNPT shall also reserve the right to en-cash the Bank Guarantee in case of non-compliance of the tender terms while implementation of the arrangement, as determined by the Grievance Redressal Committee. In case of any partial or full encashment of the Bank Guarantee, the Contractor shall be required to replenish the Bank Guarantee within a period of 15 days to its original value, failing which, the Grievance Redressal Committee shall have the right to terminate the arrangement.

6.4 Billing & Payment:

- 6.4.1 The Contractor will be paid as per the commercial terms and agreement to be finalized between the importer and the selected contractor for the identified routes. The contractor shall charge rates equal to or less than those provided in the financial bid.
- 6.4.2 The financial bid covers the rates for the end destinations and identified nodes. For any intermediate location, the contractor shall identify the nearest node and shall identify per km cost of that particular node. For every more than 10 kms increase or decrease in the distance, the rate shall be adjusted based on the per km rate so derived from the rate of the nearest node.
- 6.4.3 For the Local route (route no 5), the rates are to be indicated for transportation to Local Warehouses/ CFS/ Factory located at about 30 km in the vicinity of JNPT. This rates shall be applicable for transportation of container to any Warehouses/ CFS/ Factory located within 30 km of Port terminal).
- 6.4.4 The Payments may be made online or through cheque.
- 6.4.5 Generally, the Contractors are encouraged to raise the bills to the Importers on a fortnightly basis and the Importers will need to pay within 15 days of receipt of the bills. However, the commercial terms shall be as determined between the Importers and identified Contractors in their agreements.
- 6.4.6 Deduction of any Tax (levied by Government/Statutory Bodies) from the payment due to the contractor shall be made as per statutory rules prevailing from time to time.

6.5 Laws & Regulations:

- 6.5.1 The Contractor shall comply with all the provisions of the Labour Laws and the rules and regulations made thereunder as amended from time to time and as applicable from time to time with regard to the employees to be deployed by the Contractor.
- 6.5.2 The contractor shall also take adequate insurance cover for tractor-trailers and crew members to be deployed for the subject work and shall indemnify the Port Trust against any claim arising out of accidents due to negligence or carelessness or otherwise on the part of the Drivers.
- 6.5.3 The contractor shall comply with the procedure laid down in the Dock Safety Regulations, Contract Labour (R&A) Act, 1970, Contract Labour Rules 1971, Carrier's Act, The Carriage by Road Act 2007, Motor Vehicles Act, RTO regulations, Octroi Regulations and any other Act, Rules etc., applicable to his work and indemnify JNPT on this account.
- 6.5.4 In case any damage to Port trust property or to any equipment or employees or containers or the cargo within, occurs due to reasons attributable to the contractor, the contractor shall pay to the Port trust, the cost of such damages as considered reasonable in the opinion of JNPT. However, as regard to claims towards damage to container/cargo, the loss of recovery will be limited to Rs. 2,00,000/- per incident.
- 6.5.5 The contractor shall abide by all the relevant labour laws and fulfill all statutory obligations without any liability to JNPT.

6.6 Insurance

- 6.6.1 The Contractor shall be required to keep Carrier Legal Liability Insurance for an amount of Rs. 3 Crore.

6.7 Taxes

- 6.7.1 Contractors shall pay all taxes, which he may be liable to pay to State Government or Government of India or any other statutory authority under a law for the time being in force in respect of or in accordance with the execution of contract.
- 6.7.2 While the rates quoted by the Contractor is inclusive of all taxes, any change in the taxes will attract corresponding change in the rates for transportation of the containers. The contractor shall be required to demonstrate the change in the taxes on the overall cost of transportation on that route (including sub nodes). The Grievance Redressal Committee/ JNPT may evaluate the same and decide on the matter in their meeting.

6.8 Termination of the Arrangement

- 6.8.1 JNPT and the Grievance Redressal Committee reserves the right to terminate the arrangement by serving two weeks advance notice in case of repeated poor performance by the Contractor. Such poor performance will be recorded and intimated to the contractor in writing.
- 6.8.2 In such cases where the contractor fails to deploy the required number of Tractor-Trailers and the work get affected adversely, the Grievance Redressal Committee reserves the right to allow other transporters /contractors to operate on the route, apart from seeking damages from the Contractor as per the provisions of the tender documents.

6.9 Foreclosure of the Arrangement:

The arrangement may be foreclosed by the contractor by serving three months advance notice with no liability on either side, and without assigning any reason thereof. JNPT and the Grievance Redressal Committee may determine to end the arrangement at any time after serving a notice of 1 month to the Contractor.

6.10 Limited Role of JNPT

JNPT is facilitating the transportation arrangement between the Importers and the transporters in order to ensure reduction of Dwell Time under the DPD arrangement. By submitting the Bid, the Bidders agree that the commercial arrangement between the Importers and transporters will be separate and at any point of time, JNPT shall not entertain any claim of the Contractor/ Importer. Also, any dispute between the importers and the contractors shall need to settle between themselves and JNPT shall not be a party to the dispute. JNPT/ Grievance Redressal Committee shall only address the issues related to the DPD arrangement.

6.11 Officer-in-Charge and his Representative

- 6.11.1 Officer-In-charge i.e. Chief Manager (Traffic) or any other officer as nominated by the Chief Manager (Traffic), shall carry out such duties in issuing decisions, certificates and orders as are specified in the contract.
- 6.11.2 Officer-In-charge may from time to time in writing delegate to his representative any of the powers, discretion, function and/or authorities vested in him and he may at any time revoke any such delegation. Any written decision, instruction or approval given by the Officer-In-Charge to the Contractor in

accordance with such delegation shall bind the Contractor provided that if the Contractor is dissatisfied by reason of any decision of the Officer In Charge, he shall be entitled to refer the matter to the officer above the rank of Officer-In-Charge who will thereupon confirm, reverse or vary such decision.

- 6.11.3 Wherever by these conditions, the Officer-In-charge is required to exercise his discretion, by giving a decision, opinion, consent or to express satisfaction or approval, or to determine value or otherwise take action which may affect the rights and obligations of the Contractor, the Officer- In-charge shall exercise such discretion fairly within the terms of the tender documents and having regard to all the circumstances. If either party disagrees with the action taken by the Officer-In-Charge, he shall be at liberty to refer the matter to Chairman, JNPT in writing.

6.12 Indemnity

- 6.12.1 Notwithstanding that all reasonable and proper precautions may have been taken by the Contractor at all times during the work, the Contractor shall nevertheless be wholly responsible for all damage, whether to the Works themselves or to any other property of JNPT, or to the lives, persons, property of others during the progress of the work. The contractor shall indemnify JNPT for any such claim arising out of the contractor's negligence. The contractor also agrees to keep Importer indemnified from all damages, suits and liabilities arising out of its act or omissions during its operation.

6.13 Force Majeure

- 6.13.1 In the event of suspension of operation at JN Port due to force majeure, the contractor shall not be treated as defaulter for the purpose of imposing penalty. For the purpose of this contract, "Force Majeure" means: An event which is beyond the reasonable control of the contractor, and which makes contractor's performance of its obligations hereunder impossible or so impracticable as reasonably to be considered impossible in the circumstances and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse conditions, State/Nation level strikes (except where such strikes are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by Government Agencies.
- 6.13.2 Force Majeure shall not include (i) an event which is caused by the negligence or intentional action of a contractor or its employees, nor (ii) any event, which a party could reasonably have been expected to take.

6.14 Extension of Duration of contract/ arrangement:

- 6.14.1 JNPT/ the Grievance Redressal Committee may decide to extend the contract/ arrangement period beyond Three years based on the performance of the Contractor. In such case, the maximum extension may be granted for a period of two years at negotiable rate, terms and conditions to be agreed mutually by the Grievance Redressal Committee and the Contractor.

6.15 Amendments to the Arrangement

- 6.15.1 No changes or alterations to this Arrangement shall be binding upon JNPT/ the Grievance Redressal Committee or the Contractor unless it is agreed in writing and signed by both the parties.

6.16 Other Conditions

- 6.16.1 Tender document is non-transferable.
- 6.16.2 During the currency of contract, the contractor shall keep all trailers suitable for transportation of 20' or 2 x 20 ' (Loaded) ISO Freight containers.
- 6.16.3 The contractor shall be responsible for his men for all-purpose and intents.
- 6.16.4 The Port being the ISPS complied area, the contractor shall comply with all the requirements of ISPS.
- 6.16.5 The contractor shall take valid security passes issued by CISF and shall be aware and make aware his workmen that they will be working in Custom Bound Areas. Contractor will have to follow all the procedures for obtaining gate passes as per the policy laid down by Port from time to time.
- 6.16.6 The contractor shall use his own implements for above said job and shall make his own arrangements for transporting men and material inside the Port.
- 6.16.7 The contractor shall also provide proper transport arrangement and efficient communication arrangement to his shift supervisors deployed at terminal for monitoring the movement and work.
- 6.16.8 The contractor shall deploy his own supervisors in each shift for monitoring the movement of tractor-trailers and work during the shift operations.
- 6.16.9 The contractor shall provide GPRS based tracker device in each tractor-trailer as per directions of JNPT and ensure the availability of the same for tracking the vehicles throughout the period of the arrangement.
- 6.16.10 The contractor shall deploy suitable vehicle for monitoring/supervising the movement of tractor-trailers.
- 6.16.11 No claim shall be entertained by JNPT towards idle charges of Tractor-Trailers and drivers, other employees engaged by the tenderer under this arrangement for whatsoever reasons.
- 6.16.12 During the currency of the contract, in case of dispute between JNPT and the contractor, the decision of the Chairman, JNPT shall remain final and binding on both the parties. In case if contractor is not satisfied with the decision of Chairman, the law of land shall prevail and in that case the Jurisdiction of Mumbai High Court shall prevail.
- 6.16.13 Contractors shall submit the list of Tractor-Trailers to be deployed against this tender with the copies of its RC book, insurance, PUC certificate, Tax receipt and fitness certificate issued by RTO before commencing the work against this contract.
- 6.16.14 Any dispute relating to the tender shall be subject to Jurisdiction of Court at Mumbai only.
- 6.16.15 The Tractor-Trailers is to be supplied under this arrangement shall be of good material, sound construction, free from defects and sufficiently strong for the purpose for which it is used and maintained in good state of repair.
- 6.16.16 Only authorized and trained person having valid heavy-duty license shall drive the vehicle and unauthorized person should not ride on the vehicle. Contractor shall submit the copy of driving license of deployed drivers in this arrangement before commencing of this contract.
- 6.16.17 All Tractor-Trailers shall be equipped with effective brakes, headlight and tail lamp, Beacon lights etc.
- 6.16.18 Tractor-Trailers proposed under this tender shall be registered as per the Motor Vehicle Act 1988 and suitable to carry the operations as defined in the Scope of Work.

6.16.19 Contractor shall keep the copy of RC book, Insurance, Tax Receipt & PUC certificate in the deployed Tractor Trailers in this contract.

6.16.20 All Tractor-Trailers shall be equipped with Portable fire extinguishers.

Annexures

Appendix – I: Supporting documents for Technical Bid

Form 1: Checklist to Accompany the Tender

Name of work:

S. No.	Description	Submitted	Page No. (see Note below)
1	EMD and Non Refundable Processing Fee	Yes/ No	
2	Copy of Sales Tax Registration	Yes/ No	
3	Service Tax Registration Certificate	Yes/ No	
4	Copy of Pan Card along with IT returns for the last three financial years	Yes/ No	
5	In case of Joint Venture, Joint Bidding Agreement with jointly and severally liability clause along with clear responsibilities.	Yes/ No	
6	Letter of Undertaking stating the Litigation History, Non completion of works for any Central/ State Governments, Blacklisting, Debarring etc.	Yes/ No	
7	Audited Financial Accounts of the Bidder (of each member in case of Joint Venture) for the last 3 (three) financial years preceding the Bid Due Date including Profit & Loss and Audited balance sheet.	Yes/No	
8	Checklist as per Form 1	Yes/ No	
9	Details of Bidder as per Form 1A	Yes/ No	
10	Letter Accompanying the Technical Bid as per Form 2	Yes/ No	
11	Power of Attorney for signing of Bid as per Form 3	Yes/ No	
12	Power of Attorney authorizing the Lead Member as per Form 4	Yes/ No	
13	Financial Eligibility along all relevant documents as per Form 5	Yes/ No	
14	Details of Similar Work undertaken in the past 3 years along with relevant proof as per Form 6	Yes/ No	
15	Copies of work orders, Satisfactory completion certificates and 26 AS form / TDS for the work.	Yes/ No	
16	Details of Current work and Immediate Work as per Form 7	Yes/ No	
17	List of Truck Trailers as per Form 8	Yes/ No	
18	Copy of documents showing ownership of TT.	Yes/ No	
19	Demonstration of Relevant systems in place as per Form 9	Yes/ No	
20	Additional Information if any	Yes/ No	
21	Copy of certificate of Incorporation & MOA in case of company or Partnership Deed in case of partnership firm	Yes/ No	

Notes:-

1. All the statements, copies of the certificates, documents etc., shall be given page numbers on the right corner of each certificate, which will be indicated in last column against each item. The statements furnished shall be in the formats appended to the RFP document.
2. The information shall be filled-in by the Bidder in the checklist and Form 1 to 10, for the purposes of verification as well as evaluation of the Bidder's compliance to the qualification criteria as provided in the RFP document.
3. In case if the Bidder is a Joint Venture, then **each member** of the Joint venture **should submit** the details required under serial number 2-4 and 13-17.

(Signature)

Authorized Signatory

Name & seal of Bidder/Lead Member: _____

Form 1A: Details of Bidder

1.
 - (a) Name of the Firm :
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), in India:
 - (d) Date of incorporation and/or commencement of business:

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
 - (f) Class III Digital Signature Certificate ID number

5. In case of a Joint Venture:
 - (a) The information above (1-4) should be provided for all the Members of the Joint Venture.
 - (b) A copy of the Jt. Bidding Agreement should be attached to the Application.
 - (c) Information regarding the role of each Member should be provided as per table below:-

Sl. No.	Name of Member	Role	Share of work in the Project
1.			
2.			
3.			
4.			

* The role of each Member, as may be determined by the Bidder, should be indicated in accordance with the RFP document.

- (d) The following information shall also be provided for each Member of the Joint Venture:

Name of the Applicant/Member of Joint Venture:

No.	Criteria	Yes	No
1.	Has the Bidder/constituent of the Joint Venture been barred by the [Central/State] Government, or any entity controlled by it, from participating in any project (BOT, EPC or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on Bid due date.		

No.	Criteria	Yes	No
3.	Has the Bidder/constituent of the Joint Venture paid penalty/ damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Member of its Joint Venture (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (Attach extra sheets, if necessary):

Name of the Applicant/Member of Joint Venture:

No.	Criteria	1 st last year	2 nd last year	3 rd last year
1.	If bidder have either failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or any of its Joint Venture Member, as the case may be, or has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or any of its Joint venture Member.			
2.	Updated details of stage of litigation, if so, against the Authority / Governments on all the on-going projects of the bidder or any of its Joint Venture Member.			
3.	Updated details of on-going process of blacklisting if so, under any contract with Authority/Government on the Bidder including any of its Joint Venture Member.			

(Signature)

Authorized Signatory

Name & seal of Bidder/Lead Member: _____

Form 2: Letter Accompanying the Technical Bid

To be submitted on company Letter Head by the Tenderer indicating full postal address, telephone number/s, fax number/s, telex number etc.

Date:

To
The Chief Manager (Traffic)
Jawaharlal Nehru Port Trust,
Administration Building,
Sheva, Navi Mumbai - 400 707.

SUB.: SELECTION OF TRANSPORTER FOR PROVIDING TRANSPORT SOLUTION FOR VARIOUS IDENTIFIED ROUTES FOR DIRECT PORT DELIVERY (DPD) ISO FREIGHT CONTAINERS FROM THE FOUR TERMINALS OF JNPT

REF: Tender No. JNP/TRAFFIC/2017/105 .

Sir,

Being duly authorized to represent and act on behalf of M/s. _____ hereinafter the 'Tenderer' and having fully understood Instructions to Tenderer's, Special conditions of contract, General conditions of contract and Scope of Work as given in the Tender Document, the undersigned hereby submits the Offer for the subject Works on the following Routes.

Sr. No.	Route	Bid Submission (Yes/ No)
1	Towards Gujarat: Vasai, Tarapur, Palghar, Silvassa, Vapi, Valsad, Daman, Dadra Nagar Haveli, Surat, Bharuch, Dahej, Vadodara, Panchmahal, Ankaleshwar, Ahmedabad, Rajkot	
2	Towards Ahmednagar: Khopoli, Talegaon, Hinjewadi, Wagholi, Pune, Ranjangaon, Ahmednagar	
3	Towards Nashik, Aurangabad, Nagpur, Indore and Hyderabad: Igatpuri, Nashik, Ambad, Jalgaon, Aurangabad, Indore, Nagpur, Latur, Hyderabad	
4	Towards Goa and Bangalore: Raigad, Satara, Ratnagiri, Ichalkaranji, Kolhapur, Goa, Bangalore, Mysore	
5	Local Region near Mumbai: Taloja, Bhiwandi, Thane, Turbhe, Navi Mumbai, Mumbai	

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

3. JNPT representatives may contact following persons for further information:

For General & Managerial inquiries:	
Name of Contact Person	
Telephone number/s	
Fax number/s	
E-mail Id	
For Technical inquiries:	
Name of Contact Person	
Telephone number/s	
Fax number/s	
E-mail Id	
For Financial inquiries:	
Name of Contact Person	
Telephone number/s	
Fax number/s	
E-mail Id	

4. This application is made in the full understanding that:
- i) Tenders received from Tenderers will be subject to verification of all submitted information.
 - ii) We agree to abide by this Tender for the period of 120 days from the date fixed for opening of Technical Bid and it shall remain binding upon us and may be extended at any time, if requested by JNPT, before the expiry of the validity period as given in this Tender.
 - iii) If our Tender is accepted, we confirm to commence work within 15 days from the date of issue of 'Letter of Award' and to provide the services during the Arrangement period.
 - iv) If our Tender is accepted, we will submit a bank guarantee from any Nationalized/ Scheduled bank towards Performance Security for the amount specified in the tender within 15 days from the date of issue of Letter of Award (LOA).
 - v) Having examined the terms and conditions of tender, the scope/ description of work, we hereby offer to carry out the work mentioned in the scope of work, in conformity to the terms and conditions of tender.
 - vi) We have assessed damages clause in the tender as stipulated by JNPT and we agree to accept it.
 - vii) We are hereby confirming that we fully accept all the terms and conditions of the contract as stipulated in the tender document and are not deviating from any of these terms and conditions. It is also confirmed that we have not put any counter condition in the tender submitted by us.
5. The undersigned declares that the statements made & the information provided in the duly filled Forms is complete, true & correct in every detail.
6. The Bid is unconditional and unqualified.
7. I/ We agree and understand that the Bid is subject to the provisions of the RFP. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.

Yours faithfully,

Date:

(Signature, name and designation of the Authorised signatory)

Place:

Name and seal of Bidder/Lead Member

Form 3: Format for Power of Attorney for signing of Bid

(On Non –Judicial Stamp paper worth Rs. 100/-)

Know all men by these presents, We..... (name of the firm/company and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) 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 Bid for the “**SELECTION OF TRANSPORTER FOR PROVIDING TRNAPORT SOLUTION FOR VARIOUS IDENTIFIED ROUTES FOR DIRECT PORT DELIVERY (DPD) ISO FREIGHT CONTAINERS FROM THE FOUR TERMINALS OF JNPT**” (the “Project”) against the tender issued by the Jawaharlal Nehru Port Trust (the “JNPT”) including but not limited to signing and submission of all bids, participate in meetings and providing information/ responses to JNPT, representing us in all matters before JNPT, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our Bid and generally dealing with JNPT in all matters in connection with or relating to or arising out of our Bid for the said Project.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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 Attorney 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 2017.

For

(Signature, name, designation and address of person authorized by Board Resolution (in case of Company)/ partner in case of Partnership firm)

Witnesses:

1.

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

(Notarised)

Person identified by me/ personally appeared before me/

Attested/ Authenticated*

(*Notary to specify as applicable)

(Signature Name and Address of the Notary)

Seal of the Notary

Registration No. of the Notary

Date:.....

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

Form 4: Format for Power of Attorney for Lead Member of Joint Venture

Whereas the Jawaharlal Nehru Port Trust (“**JNPT**”) has invited Bids from bidders for “**SELECTION OF TRANSPORTER FOR PROVIDING TRNAPORT SOLUTION FOR VARIOUS IDENTIFIED ROUTES FOR DIRECT PORT DELIVERY (DPD) ISO FREIGHT CONTAINERS FROM THE FOUR TERMINALS OF JNPT**” (the “**Project**”).

Whereas,,,and (collectively the “**Joint Venture**”) being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the document and other Bid documents in respect of the Project, and

Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and JNPT to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture’s Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s..... having our registered office at, M/s..... having our registered office at, and M/s..... having our registered office at, (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s having its registered office at, being one of the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the Bidding process and, in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the Bid, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in meetings, respond to queries, submit information/ documents, sign and generally to represent the Joint Venture in all its dealings with JNPT, in all matters in connection with or relating to or arising out of the Joint Venture’s Bid.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2017

For

(Signature)
.....
(Name & Title)

For

(Signature)
.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

(Executants)

(To be executed by all the Members of the Joint Venture)

Witnesses:

- 1.
- 2.

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Form 5: Financial Capacity

Tenderer should provide financial information as detailed below to demonstrate that they meet the Qualifying requirements for short listing.

A. Name of the Bidder/ Tenderer			
B. Financial Information of previous 3 years (in Rs crores)	2013-14	2014-15	2015-16
C. Turnover			

- The above information shall be **Certified by the Statutory Auditors**
- In support of submitted information, copies of 'Audited Balance Sheets' and 'Profit & Loss account' statements for three (03) years i.e. 2013-14, 2014-15 & 2015-16 must be attached.
- In case the applicant is a JV, then the above information has to be submitted for **each of the partner.**
- Tenderer shall also submit the following details.

A: Banker's Details:

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

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

Sr No	Sources of credit lines	Amount (Rs.)
1.		
2.		
3.		
4.		
5.		

C: Income Tax, Sales Tax and Service Tax details:

Permanent Income-Tax Account Number (PAN)	
TAN NO	
Sales Tax Reg. No.	
Service Tax Registration number	

(Kindly enclose copies of supporting documents for above information)

Note:

- In case the applicant is a JV, then the above information has to be submitted for **each of the partner.**
- For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 60 (Sixty) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

Form 6: Details of Transportation Contracts Carried out in Last Four years

Tenderer should provide necessary information about Works completed during last 04 years for which completion certificate or performance certificate is already issued by the Client. The information in this regard should be submitted in below mentioned format and separate sheets can be used to furnish necessary details.

In support of submitted information, it is very essential to submit copies of orders executed in past along with satisfactory performance certificates issued by Clients.

Sr. No.	Name of the Company	Description of the services provided	Order number or Reference number & Date	Order value	Date of Completion
1.					
2.					
3.					
4.					

Signature & Seal of the Tenderer

Note:

1. The Applicant should enclose client contracts/ completion certificates in support of the project experience. Project Experience without Completion Certificates shall not be considered for evaluation
2. Completion Certificates issued by Executive Engineer and above shall be considered for evaluation in case of projects executed for Government Entities. The tenderer shall also provide the TDS certificates for the payments received.
3. In case of projects Executed for Private Sector, Certificates signed by the Officials representing Senior Management Shall be considered. The tenderer shall also provide the TDS certificates for the payments received.
4. In case the completion certificate is not available, the Tenderer shall certify the above details by the Statutory Auditor. The tenderer shall also provide the TDS certificates for the payments received.
5. The tenderer shall also provide the necessary details of each of the contract during the last 4 years in the format provided below.

EXPERIENCE IN SIMILAR TRANSPORTATION WORKS

The information about experience in similar Works should be submitted in below mentioned format and separate sheets must be used for each reference.

You are advised to furnish details about similar Works so as to meet minimum qualifying criteria as stipulated in the Tender. In support of submitted information, it is very essential to submit copies of order/s executed along with satisfactory performance certificate issued by Client/s during last 04 years.

1.	Client's Name:	
2.	Contract / Order number & Date	
3.	Name of the Contract:	
4.	Client's Address in full:	
5.	Name of Client's Contact person:	
6.	Client's Telephone Number/s	
7.	Client's fax number	
8.	Contract / Order value	
9.	Contract duration	
10.	Date of Actual completion Of Contact / Order	
11.	Brief details of Contract/Order	

Signature & Seal of the Tenderer

Form 7: Details of Current Work and Immediate Work

Sr. No.	Name of the Client	Description of the services provided	Order number or Reference number & Date	Order value	Duration of the Contract	Date of completion	Estimated Number of TTs required	Remarks
A	Current works in hand							
B	Immediate commitments.							

(Signature)

Note:

- .1 The above details shall be certified by Statutory Auditor.

Form 8: List of Truck Trailers

TT No.	Registration No.	Make	Model	Year of Manufacture	Owned / Leased	Availability for the Project (Yes/No)	Reference Page No in Technical Bid
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							

TT No.	Registration No.	Make	Model	Year of Manufacture	Owned / Leased	Availability for the Project (Yes/No)	Reference Page No in Technical Bid
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
32							
33							
34							
35							
36							
37							
38							
39							
40							
41							

TT No.	Registration No.	Make	Model	Year of Manufacture	Owned / Leased	Availability for the Project (Yes/No)	Reference Page No in Technical Bid
42							
43							
44							
45							
46							
47							
48							
49							
50							

**Signature of the Tenderer
with name, address & seal of the firm.**

- The tenderer need to submit photocopies of registration documents covering RTO's certificate, Fitness Certificate, tax receipt and insurance pertaining to the TTs offered
- TTs having manufacturing date on or after 01.04.2009 in the tenderer's firm's name / in the name of the JV Members on the date of submission of tender shall be considered for evaluation.
- All the original documents of the Tractor-Trailers, which include RC book, Tax receipt and fitness certificate, issued by RTO and Insurance shall be submitted to the Port authority for verification before commencement of work. If required, these documents will be verified even during evaluation of tender by the port. The original documents will be returned to the concerned party after verification.
- Submission of false, forged and tampered documents by the tenderers shall lead to the disqualification of the tenderer and action as deemed fit (including forfeiture of EMD by the Port shall be taken against the erring tenderer.
- In case of the tenderer providing operational contract instead of the own trucks, the above table will need to have additional column "Name of the Owner of TT" and this detail shall need to provide for all the TTs. Further, the Tenderer needs to provide the operational contracts along with the Technical Bid. The contractor shall provide certified true copy of the contracts and shall produce original on request. Further, the name of the entity in the operational contract should match with the name of the owner of the TT to consider that particular TT in the evaluation.

Form 9: Description of Relevant System and Manpower to be deployed for the project

The Tenderer shall be required to explain and specify in detail the parameters as indicated in the clause 3.5.2 Criteria no. 5 of this tender. This should include

1) Understanding of the DPD and Standard Operating Procedures (SOPs)

2) IT and Technology Systems

3) People

a. Experience Manpower

S No	Position	Name	Qualification	Years of Experience (General)	Years of experience in the proposed position

4) Operational Strategy

5) Business plan of the tenderer

6) Experience in JNPort eco-system

b. Detailed demonstration on how the following estimated TT requirement for the routes will be served by the Tenderer

Route	Total estimated TT Requirement
Gujarat	794
Ahmednagar	512
Aurangabad – Nagpur	436
Kolhapur- Bangalore	494
Local – Thane / Bhiwandi / Taloja	429

(The description should answer the following questions:

- How many owned trucks shall be used and how many other transporter's trucks shall be put to service.
- What shall be the arrangement with the other transporter – Joint venture / lease / operational contract etc.
- What is the average life of the Trucks
- How the long distance routes will be catered by the trucks.)

(Signature)

- The Business model as proposed shall be evaluated by a High Level Committee.
- The committee may ask the Tenderer to make a presentation on their business model or may seek additional clarification and information in order to fully ascertain its capacity to undertake the project.

Form 10- FORMAT OF JOINT BIDDING AGREEMENT

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20... **AMONGST**

1. {..... Limited, and having its registered office at } (hereinafter referred to as the **“First Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND

2. {..... Limited, having its registered office at } and (hereinafter referred to as the **“Second Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, and having its registered office at} (hereinafter referred to as the **“Third Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

4. {..... Limited, and having its registered office at} (hereinafter referred to as the **“Fourth Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, {SECOND, THIRD and Fourth} PART are collectively referred to as the **“Parties”** and each is individually referred to as a **“Party”**

WHEREAS,

- (A) **Jawaharlal Nehru Port Trust (JNPT)**, established under the Major Port Trusts Act, 1963, (the **“JNPT”**) has invited bids by way of Request for Proposal No. dated (the **“RFP”**) for award of contract for **“SELECTION OF TRANSPORTER FOR PROVIDING TRNAPORT SOLUTION FOR VARIOUS IDENTIFIED ROUTES FOR DIRECT PORT DELIVERY (DPD) ISO FREIGHT CONTAINERS FROM THE FOUR TERMINALS OF JNPT”**.

- (B) All the Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

- (C) It is a necessary condition under the RFP document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Joint Venture

2.1 The Parties do hereby irrevocably constitute a Joint Venture (the **“Joint Venture”**) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

3. Covenants The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall perform all its obligations as the Contractor in terms of the Tender issued for the Project.

4. Role of the Parties The Parties hereby undertake to perform the roles and responsibilities as described below: (a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process; (b) Party of the Second Part shall be {the Member of the Joint Venture; and} (c) Party of the Third Part shall be {the Member of the Joint Venture.} (d) Party of the Fourth Part shall be {the Member of the Joint Venture.}

5. Joint and Several Liability The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP, till such time as the completion of the Project is achieved under and in accordance with the tender documents.

6. Representation of the Parties:

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge: (i) require any consent or approval not already obtained; (ii) violate any Applicable Law presently in effect and having applicability to it; (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof; (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion is achieved under and in accordance with the Tender document, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by JNPT to the Bidder, as the case may be.

9. Miscellaneous:

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:	SECOND PART	THIRD PART	FOURTH PART
(Signature)	(Signature)	(Signature)	(Signature)
(Name)	(Name)	(Name)	(Name)
(Designation)	(Designation)	(Designation)	(Designation)
(Address)	(Address)	(Address)	(Address)

In the presence of:

1.....

2.....

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Venture Member should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.

Form 11: Bank Guarantee for BID Security

Not Used

(Refer Clauses 2.1.9 of RFP Document)

Appendix II– Financial Bid
(TENDER No. JNP/TRAFFIC/2017/105)

Please indicate below the routes for which the Bidder is applying in its Technical and Financial Bid.

Sr. No.	Route	Financial Bid Submitted (Yes/ No)
1	Towards Gujarat: Vasai, Tarapur, Palghar, Silvassa, Vapi, Valsad, Daman, Dadra Nagar Haveli, Surat, Bharuch, Dahej, Vadodara, Panchmahal, Ankaleshwar, Ahmedabad, Rajkot	
2	Towards Ahmednagar: Khopoli, Talegaon, Hinjewadi, Wagholi, Pune, Ranjangaon, Ahmednagar	
3	Towards Nashik, Aurangabad, Nagpur, Indore and Hyderabad: Igatpuri, Nashik, Ambad, Jalgaon, Aurangabad, Indore, Nagpur, Latur, Hyderabad	
4	Towards Goa and Bangalore: Raigad, Satara, Ratnagiri, Ichalkaranji, Kolhapur, Goa, Bangalore, Mysore	
5	Local Region near Mumbai: Taloja, Bhiwandi, Thane, Turbhe, Navi Mumbai, Mumbai	

Financial Bid for Route 1: Route towards Gujarat: Covering Vasai, Tarapur, Palghar, Silvassa, Vapi, Valsad, Daman, Dadra Nagar Haveli, Surat, Bharuch, Dahej, Vadodara, Panchmahal, Ankaleshwar, Ahmedabad, Rajkot

Nodes	Indicative Distance in Kms (JNPT to Node)	20 Feet Container		40 Feet Container	
		<=22 MT	more than 22 MT	<=22 MT	more than 22 MT
Vasai	95				
Tarapur	170				
Vapi	220				
Surat	330				
Bharuch	385				
Ankaleshwar	380				
Dahej	430				
Vadodara	510				
Panchmahal	600				
Ahmedabad	600				
Rajkot	780				

(Please fill each of the above blue cells)

Multiplying Factors for Route 1:

20 Feet Container		40 Feet Container	
<=22 MT	more than 22 MT	<=22 MT	more than 22 MT
1.7%	1.8%	0.7%	0.8%

5.6%	6.2%	2.4%	2.7%
15.6%	17.3%	6.7%	7.5%
2.1%	2.3%	0.9%	1.0%
0.9%	1.0%	0.4%	0.4%
0.6%	0.7%	0.3%	0.3%
0.7%	0.7%	0.3%	0.3%
0.6%	0.7%	0.3%	0.3%
0.9%	1.0%	0.4%	0.4%
3.6%	4.0%	1.6%	1.7%
0.9%	1.0%	0.4%	0.4%

(Do not change this cells in the online submission)

Effective Financial Quote that will be compared for the Award of the Project for Route 1: Towards Gujarat

0

(To be calculated automatically in the online bid submission)

Route 2: Route Towards Goa and Bangalore: Covering Raigad, Satara, Ratnagiri, Ichalkaranji, Kolhapur, Goa, Bangalore, Mysore

Nodes	Indicative Distance in Kms (JNPT to Node)	20 Feet Container		40 Feet Container	
		<=22 MT	more than 22 MT	<=22 MT	more than 22 MT
Raigad	80				
Satara	265				
Ratnagiri	325				
Ichalkaranji	400				
Kolhapur	390				
Goa	610				
Bangalore	1000				
Mysore	1100				

(Please fill each of the above blue cells)

Multiplying Factors for Route 2:

20 Feet Container		40 Feet Container	
<=22 MT	more than 22 MT	<=22 MT	more than 22 MT
9.8%	10.9%	4.2%	4.7%
1.2%	1.4%	0.5%	0.6%
0.3%	0.4%	0.1%	0.2%
1.7%	1.8%	0.7%	0.8%
0.2%	0.3%	0.1%	0.1%
1.0%	1.1%	0.4%	0.5%
18.1%	20.1%	7.8%	8.7%
0.7%	0.7%	0.3%	0.3%

(Do not change this cells in the online submission)

Effective Financial Quote that will be compared for the Award of the Project for Route 2: Towards Goa and Bangalore

0

(To be calculated automatically in the online bid submission)

Route 3: Route Towards Nashik, Aurangabad, Nagpur, Indore and Hyderabad: Igatpuri, Nashik, Ambad, Jalgaon, Aurangabad, Indore, Nagpur, Latur, Hyderabad

Nodes	Indicative Distance in Kms (JNPT to Node)	20 Feet Container		40 Feet Container	
		<=22 MT	more than 22 MT	<=22 MT	more than 22 MT
Igatpuri	160				
Nashik	210				
Ambad	210				
Jalgaon	450				
Aurangabad	380				
Indore	640				
Nagpur	870				
Latur	560				
Hyderabad	760				

(Please fill each of the above blue cells)

Multiplying Factors for Route 3:

20 Feet Container		40 Feet Container	
<=22 MT	more than 22 MT	<=22 MT	more than 22 MT
1.5%	1.7%	0.7%	0.7%
1.7%	1.9%	0.7%	0.8%
1.7%	1.9%	0.7%	0.8%
1.1%	1.2%	0.5%	0.5%
18.0%	20.0%	7.8%	8.7%
2.3%	2.6%	1.0%	1.1%
2.8%	3.2%	1.2%	1.4%
0.1%	0.1%	0.0%	0.1%
3.7%	4.1%	1.6%	1.8%

(Do not change this cells in the online submission)

Effective Financial Quote that will be compared for the Award of the Project for Route 3: Towards Nagpur, Indore and Hyderabad

0

(To be calculated automatically in the online bid submission)

Route 4: Route Towards Ahmednagar: Khopoli, Talegaon, Hinjewadi, Wagholi, Pune, Ranjangaon, Ahmednagar

Nodes	Indicative Distance in Kms (JNPT to Node)	20 Feet Container		40 Feet Container	
		<=22 MT	more than 22 MT	<=22 MT	more than 22 MT
Khopoli	75				
Talegaon	55				
Hinjewadi	145				
Wagholi	165				
Pune	145				
Ranjangaon	210				
Ahmednagar	270				

(Please fill each of the above blue cells)

Multiplying Factors for Route 4:

20 Feet Container		40 Feet Container	
<=22 MT	more than 22 MT	<=22 MT	more than 22 MT
0.4%	0.5%	0.2%	0.2%
0.5%	0.5%	0.2%	0.2%
9.3%	10.3%	4.0%	4.5%
9.3%	10.3%	4.0%	4.5%
9.3%	10.3%	4.0%	4.5%
3.3%	3.7%	1.4%	1.6%
0.9%	1.0%	0.4%	0.4%

(Do not change this cells in the online submission)

Effective Financial Quote that will be compared for the Award of the Project for Route 4: Towards Ahmednagar

0

(To be calculated automatically in the online bid submission)

Route 5: Local Region near Mumbai: Taloja, Bhiwandi, Thane, Turbhe, Navi Mumbai, Mumbai

Nodes	Indicative Distance in Kms (JNPT to Node)	20 Feet Container		40 Feet Container	
		<=22 MT	more than 22 MT	<=22 MT	more than 22 MT
Taloja	50				
Bhiwandi	75				
Thane	60				
Turbhe	40				
Andheri	60				
Chembur	50				
Panvel	40				

(Please fill each of the above blue cells)

Multiplying Factors for Route 5:

20 Feet Container		40 Feet Container	
<=22 MT	more than 22 MT	<=22 MT	more than 22 MT
0.4%	0.4%	0.2%	0.2%
7.1%	7.8%	3.0%	3.4%
4.7%	5.3%	2.0%	2.3%
0.0%	0.0%	0.0%	0.0%
8.1%	9.0%	3.5%	3.9%
8.1%	9.0%	3.5%	3.9%
4.7%	5.3%	2.0%	2.3%

(Do not change this cells in the online submission)

**Transportation to Local Warehouse/ CFS/ Factory located at 30 km in the vicinity of JNPT –
(This rate shall be applicable for any Warehouse/ CFS/ Factory located within 30 km of Port terminal)**

Rs.

Effective Financial Quote that will be compared for the Award of the Project for Route 5: Local Region

0

(To be calculated automatically in the online bid submission)

Notes to the Financial Bid

- a. The Financial quote shall be inclusive of all taxes, duties, toll charges and any other charges as may be applicable.
- b. An indicative rates for various nodes are provided in section 5.4. This rates are provided only for the information of the Tenderers and the tenderers are not bound by any way for quoting the same or similar rates. The tenderers shall need to carry out their own due diligence and arrive at their own rates.
- c. Tenderers are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.
- d. Two standard format of the Financial Bid (or Price Bid) needs to be downloaded and to be filled by all the tenderers.
- e. Tenderers are required to download the Financial Bid .Rar file, open it and complete the blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the tenderer). No other cells should be changed or tampered.
- f. Once the details have been completed, the tenderer should save it, convert it again into a .Rar file and upload the same along with the other File of the Financial Bid, without changing the filename. If the Financial Bid file is found to be modified by the tenderer, the bid will be rejected.
- g. The second File of the Financial Bid shall need to be downloaded and the number calculated in the yellow coloured cells (for each of the route for which the Bidder is applying) needs to be filled in by the Bidder into the second file. In case of any change in the calculated number and the number indicated by the Bidder in the other file, the former shall prevail.
- h. The Bidder should file in only numbers highlighted in yellow in the other file. In case for any route, the bidder is not applying, he should indicate "0" in that particular route. The Bidder should save the file and submit it online, without changing the filename. If the Financial Bid file is found to be modified by the tenderer, the bid will be rejected.

- i. The specific requirements like Reefer containers, flatrack bed, open top, tank containers etc. shall not be covered in this tender.
- j. The financial bid covers the rates for the end destinations and identified nodes. For any intermediate location, the contractor shall identify the nearest node and shall identify per km cost of that particular node. For every more than 10 kms increase or decrease in the distance, the rate shall be adjusted based on the per km rate so derived from the rate of the nearest node.

APPENDIX III- Format of Performance Security

B.G. No.

Dated:

THIS DEED OF GUARANTEE executed on this the ---- day of ---- at ---- by ----- (Name of the Bank) having its Head/Registered office at ----- hereinafter referred to as **"the Guarantor"** which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns; In favour of THE JAWAHARLAL NEHRU PORT TRUST, a body corporate constituted under the provisions of the Major Port Trusts Act, 1963 and having its Administrative Office at ----- (hereinafter referred to as **"the Board"** or **"JNPT"**) which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

- a) The Board, vide its Request for Proposal dated [●] ("the RFP") invited bidders to implement a project envisaging "TRANSPORTER FOR PROVIDING TRNAPORT SOLUTION FOR VARIOUS IDENTIFIED ROUTES FOR DIRECT PORT DELIVERY (DPD) ISO FREIGHT CONTAINERS FROM THE FOUR TERMINALS OF JNPT" (more particularly described in the tender document and hereinafter referred to as **"the Project"**);
- b) After evaluation of the bids received in response to the RFP, the Board accepted the bid of the consortium comprising of _____, _____ and _____ ("the Consortium") OR the Board accepted the bid of _____ ("the Bidder") and issued the Letter of Award No _____ dated _____ ("LoA") to the Consortium/Bidder;
- c) In terms of the LoA, the Contractor is required to furnish to the Board, a Performance Security being an unconditional and irrevocable Bank Guarantee from a Scheduled Bank for a sum of Rs. [●] (Rupees [●] only) as security for due and punctual performance/discharge of its obligations under the Tender documents during the Project,
- d) At the request of the Bidder, and for valid consideration the Guarantor has agreed to provide guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Bidder of its obligations under the Tender Documents during the Project tenure.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalized terms used herein but not defined shall have the meaning assigned to them respectively in the Tender Document.
2. The Guarantor hereby irrevocably and unconditionally guarantees the due execution and punctual performance by M/s. _____ ("the Bidder") of all its obligations under the Tender documents during the Project tenure.
3. The Guarantor shall, without demur or protest, pay to the Board sums not exceeding in aggregate Rs.[●] (Rupees [●] only) within five (5) calendar Days of receipt of a written demand therefor from the Board stating that the Bidder has failed to meet its performance obligations under the Tender Document during the Project tenure. The Guarantor shall not go into the veracity of any breach or failure on the part of the Bidder or validity of demand so made by the Board and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Bidder or any other Person before any court, tribunal, expert, arbitrator or similar proceedings. The Guarantor's obligations hereunder shall subsist until all such demands of the Board are duly met and discharged in accordance with the provisions hereof. Any such demand made on the Guarantor by the Board shall be conclusive, absolute and unequivocal as regards the amount due and payable by the Guarantor under this Project. JNPT shall at all times at its sole discretion have the absolute and unconditional right to call upon the Guarantor to pay the amount under the Guarantee.
4. In order to give effect to this Guarantee, the Board shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Tender documents or by the extension of time for performance granted by the Board or postponement/non exercise/ delayed exercise of any of its rights by the Board or any indulgence shown by the Board to the Bidder and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise or delayed exercise by the Board of any of the Board's rights or any indulgence shown by the Board; provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.

5. This Guarantee shall be unconditional and irrevocable and shall remain in full force and effect until the completion of the Project and for a period of ___ months thereafter unless discharged/released earlier by the Board in accordance with the provisions of the Tender Documents. The Guarantor's liability in aggregate shall be limited to a sum of Rs. [●] (Rupees [●] only).
6. This Guarantee shall not be affected by any change in the constitution or winding up, insolvency, bankruptcy, dissolution or liquidation of the Bidder/ the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other Person.
7. Any payment made hereunder shall be made free and clear of, and without deduction for or on account of taxes, levies, imposts, duties, charges, fees, deductions, or withholding of any nature whatsoever.
8. The Guarantor hereby irrevocably and unconditionally undertakes, agrees and acknowledges that its obligations as a Guarantor hereunder:
 - a. shall not be affected by the existence of or release or variation of any other guarantee or security for any of the obligations of the Bidder under the Tender documents;
 - b. shall not be affected by any failure by JNPT to perform any of its obligations under the Tender documents;
 - c. shall not be affected by any failure or delay in payment of any fee or other amount payable to the Guarantor in respect hereof;
 - d. shall not be affected by any exercise or non-exercise of any right, remedy, power or privilege of any person under or in respect of any payment obligations of the Bidder under the Tender Documents;
 - e. shall not be affected by any failure, omission or delay on JNPT's part to enforce, assert or to exercise any right, power or remedy conferred on JNPT in this Guarantee;
 - f. shall not be affected by any act, omission, matter or thing which, but for this clause would reduce, release or prejudice the Guarantor from any of the obligations under this Guarantee or prejudice or diminish the obligations in whole or in part.
9. The obligations, covenants, agreements and duties herein shall not be subject to any counterclaims, cross claims, set offs, deductions, withholdings, diminutions, abatements, recoupments, suspensions, deferments, reductions or defence for any reason whatsoever and the Guarantor, shall have no right to terminate this Guarantee or to be released, relieved or discharged from any of its obligations, covenants, agreements and duties hereunder for any reason whatsoever.
10. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.
11. This Guarantee shall be governed by and construed in accordance with the laws of India. The Guarantor hereby irrevocably submits to the exclusive jurisdiction of the Court of Mumbai for the purposes of any suit, action, or other proceeding arising out of this Guarantee, or the subject matter hereof, brought by JNPT or its successors or assigns. To the extent permitted by Applicable Law, the Guarantor or its successors or assigns hereby waive, and shall not assert, by way of motion, as defence, or otherwise, in any such suit, action, or proceeding any claim that such suit, action, or proceedings is brought in an inconvenient forum, or that the value of such suit, action, or proceeding is improper, or that the subject matter hereof may not be enforced in or by such court.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by

_____ Bank by the
 hand of Shri _____ its
 _____ and authorized official.

APPENDIX -IV: National Electronic Fund Transfer (NEFT) Mandate Form

(Mandate for receiving payments through NEFT from Jawaharlal Nehru Port Trust)

1.	Contractors Name	
2.	Contractors Code	
3.	Permanent Account Number (PAN)	
4.	Particulars of Bank Account	
	A. Name of the Bank.	
	B. Name of the Branch.	
	C. Branch Code	
	D. Address.	
	E. City Name	
	F. Telephone No.	
	G. IIEFT IFSC Code	
	H. 9 digit MICR code appearing on the cheque book	
	I. Type of Account. (10:11:13)	
	J. Account No.	
5.	Contractors e-mail Id	
6.	Date of effect	

(Please enclose a photo copy of the cancelled cheque to enable us to verify the details mentioned above)

We hereby declare that the particulars given above are complete if transaction is delayed or loss because of incomplete information as above, the party will not hold the Jawaharlal Nehru Port Trust responsible)

Authorised Signature with seal

Date:

Place: _____

Bank Certificate

We certify that _____ has an account no. _____ with us and we confirm that the details given above are correct as per our records.

Date:

Place: _____ Authorised Official of Bank

Please find information of M/s _____ regarding their bank details for RTGS/NEFT payment, which will enable you to make RTGS/NEFT in respect of their contracts.

Date:

Head of the Department

APPENDIX-V: Overall Approach towards Project Execution