

JAWAHARLAL NEHRU PORT TRUST (PORT PLANNING AND DEVELOPMENT DEPARTMENT)

E-tender cum E-auction for 'allotment of 16 Nos of plots for setting up Industrial units at Special Economic Zone (SEZ) of JNPT'

TENDER No.:- JNPT/PPD-SEZ/Unit Plot/04/2021	dated 29/01/2021
****************	***********
TENDERS WILL BE ISSUED BETWEEN 02/0	02/2021 to 11/03/2021 COST OF
TENDER Rs. 23,600/- (NON-F	REFUNDABLE).
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February 2021

Tender Document issued by: -

Chief Manager
Port Planning & Development Department
Jawaharlal Nehru Port Trust Administration Building,
Sheva, Navi Mumbai - 400 707.

Disclaimer

The information contained in this Tender documents or Request for Qualification cum Proposals document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority (or "JNPT") or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project (or "JNPT SEZ"). Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to allot land to selected Bidder, as the case may be, in the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Glossary

Sr No.	Term	Definition		
1	Authority	Jawaharlal Nehru Port Trust or JNPT		
2	Bid(s)	Technical and Financial bid submitted		
3	Eligible Bidder Any Proprietorship Firm / Partnership Firm / Limited Liability Partnership/ Company registered under the Companies Act 1956 / 2013 or under the Partnership Act, 1932 or under the Limited Liabilit Partnership Act, 2008, as amended / modified / replaced from time t time or equivalent foreign laws			
4	Bidding Documents	This RFP, , Lease Deed and any addenda issued subsequent to this RFP		
5	Bid Due Date	Date specified for preparing and submitting of document in accordance with terms and conditions specified in the tender document		
6	Bidding Process	One stage and two cover system adopted for execution of this tender		
7	Security Deposit	Deposit that needs to be submitted by the successful bidder before signing the Lease deed. The same will kept alive during the entire period of the Lease deed and till such period of the Lessee handing over vacant and peaceful possession of the Lease Premises.		
8	Minimum Guaranteed Investments	Investments that need to be made within a period of 2 years from the date of execution of the lease deed		
9	Lease Deed	Document to be signed before possession of the land. Draft lease deed is enclosed with the RFP documents		
10	Government	Government of India		
11	Re. or Rs. or INR	Indian Rupee		
12	Selected Bidder	Techno –commercially qualified bidder that quotes the highest during the e-auction process		
13	LOI	Letter of Intent to be issued to the selected bidder and the selected bidder shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof		

TENDER DOCUMENTS FOR JNPT SPECIAL ECONOMIC ZONE INDEX

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JAWAHARLAL NEHRU PORT TRUST NOTICE INVITING TENDER

Tender No. JNP/PPD/SEZ/Unit/04/2021

02/02/2021

1	Project Name	E-tender cum E-auction for allotment of 16
		Nos of plots for setting up Industrial units at Special Economic Zone (SEZ) of JNPT
2	COST OF TENDER DOCUMENT (NON – REFUNDABLE)	Tender Fees (Non-refundable) of Rs.23,600/- (Rupees Twenty Three Thousand Six Hundred Only) is to be submitted to JNPT in form of Demand Draft/ bankers' cheque/ pay order/ NEFT in favor of "Jawaharlal Nehru Port Trust", payable at Mumbai from any Nationalized/ Scheduled Bank.
		NEFT data – JNPT Bank of India, PUB, Sheva Saving A/c 123210100001600 IFSC Code - BKID0001232 MICR Code - 400013100
3	E.M.D.	EMD for an amount equivalent to approximately 2% of the Reserved Price for the plot to be submitted to Jawaharlal Nehru Port Trust in form of DD / NEFT in favor of "Jawaharlal Nehru Port Trust", payable at Mumbai from any Nationalized/ Scheduled Bank only.
4	DOWNLOADING OF TENDER DOCUMENTS	Tender Documents can be downloaded from the official web – site of Jawaharlal Nehru Port Trust www.jnport.gov . in or https://eprocure.gov.in

5	START DATE FOR SALE OF THE RFP	02/02/2021
6	LAST DATE FOR RECEIVING PRE-BID QUERIES	08/02/2021
7	PRE-BID CONFERENCE AT JNPT TRAINING CENTRE NEAR ADMIN BUILDING	11/02/2021 at 11.30 hrs
8	AUTHORITY RESPONSE TO QUERIES LATEST BY	As per process (tentative 15 days from the pre bid meet date)
9	CLOSE DATE FOR SALE OF RFP	10/03/2021 at 11 am
9	BID DUE DATE	10/03/2021 till 2 pm
10	OPENING OF BIDS	11/03/2021 at 2.30 pm
11	TECHNICAL EVALUATION OF BIDS AND ANNOUNCEMENT OF TECHNICALLY QUALIFIED BIDDERS	As per process (tentative 15 days)
11	ANNOUNCING SHORTLISTED PARTIES AND FINANCIAL BID OPENING	As per the process (tentative 5 days)
12	DATE OF AUCTION	To be intimated (tentative 3 days)
13	ANNOUNCING THE SELECTED BIDDER	After the successful auction (tentative 3 days)

14	ISSUE OF THE LETTER OF INTENT (LOI)	Within 7 days from the approval of E- Auction bid
15	ISSUE OF THE LETTER OF PERMISSION (LOP) FROM DC, SEEPZ, MUMBAI	Within 90 days from the date of issuing of LOI
16	SIGNING OF THE LEASE DEED	On Completion of the Conditions Precedent given in this document
17	POSSESSION OF LAND	Upon signing of the lease deed
18	COMMENCEMENT OF OPERATIONS	As per SEZ Act 2005, operations should be started within 365 days of issue of Letter of Approval from Development Commissioner. or within such extended period as approved by Development Commissioner office from time to time.
19	VALIDITY OF BIDS	180 Days from the bid due date
20	NAME AND ADDRESS WHERE QUERIES / CORRESPONDENCE CONCERNING THIS REQUEST FOR PROPOSAL IS TO BE SENT	Chief Manager Port Planning & Development Department, e-mail ID: cmppd@jnport.gov.in Ph: +91-22-27244156 Or Mr. Vishwanath Gharat Manager (PPD); Ph: 022-67814162 Or Mr Rajesh Phadke (CA&P, SEZ) Mr. Sunil Dulange, (PPD-SEZ) jnptsez@jnport.com SEZ site office, Near Speedy CFS, Uran, Navi Mumbai- 400 707,Fax - 022 27244178
21	ADDRESS WHERE BIDDERS MUST SUBMIT PROPOSAL	Chief Manager Port Planning & Development Dept Jawaharlal Nehru Port Trust, Admin Building, Sheva, Uran, Navi Mumbai – 400 707, Fax : 022-27244178

22	The Tender Fee and EMD should be submitted before date and time of the Bid Due Date
	Bidder can give offers for one or more plots by paying the requisite EMDs as mentioned above. If successful, one or more plots can be allocated to a single bidder.
	Tender documents are to be downloaded from JNPT / E-procurement web site by the tenderer
MISCELLANEOU NOTES	The tenderer is responsible to download all the Addendums/ Amendments / Errata/ Replies to the queries of the tenderer etc., if any, from the web site before submission of the tender. Any shortfall in submissions of the said Addendums/ Amendments/ Errata/ Replies to the queries of the tenderer etc. along with the downloaded documents while submitting the tender will not be considered. Incomplete tender documents observed in technical bid shall be rejected outright.
	The tenderer should go through the tender document, tender procedure and refer the procedure stipulated for bidding
	The Bid shall be submitted online strictly in accordance with the instructions in the tender document. Only the BG of EMD and Tender Fee shall be sent in original to Chief

Chief Manager

Port Planning & Development Deptt.

Manager (PPD) for the purpose of realization. Scanned copy of BG of EMD and Tender fee instruments to be submitted

online along with the bid documents

CHAPTER -1

INSTRUCTIONS TO TENDERER FOR "E-tender cum E-auction for allotment of 16 Nos of plots for setting up Industrial units at Special Economic Zone (SEZ) of JNPT ".

JNPT is the largest container Port in India, handling traffic of over 4.5 million TEU's. JNPT is ranked among top container ports in the world. In line with the objective of Port led industrialization, a Special Economic Zone (SEZ) project was conceptualized by JN port and incorporated in the Land Use Plan of the port. The proposed SEZ is a first-of-its-kind major port industrial complex in the country, and would be developed on 277.38 Ha of free hold land of JNPT. Going forward, the overall area under SEZ might be modified by JNPT.

SEZ are governed by The Special Economic Zones Act, 2005, and amendments thereto. The aim of a Special Economic Zone, as laid out in the Act, is generation of additional economic activity, promotion of exports, promotion of investment, creation of employment and development of infrastructure. Any goods or services exported out of, or imported into, or procured by a unit in a special economic zone from a domestic tariff area shall, subject to such terms, conditions and limitations, as may be prescribed, be exempt from the payment of taxes, duties or cess. Provisions of Income-tax Act, 1961 will apply with certain modification in relation to Developers and entrepreneurs in an SEZ, as per section 10AA, as stated below.

In computing the total income of an assesse, being an entrepreneur in the Special Economic Zones Act, 2005, from his Unit, who begins operations before April 1, 2020 and who manufactures or produce articles or things or provide any services during the previous year relevant to any assessment year, a deduction of (PI confirm the relevant provisions of sunset clause for said tax benefit applicability)—

(a) 100% of profits and gains derived from the export, of such articles or things or from services for a period of five consecutive assessment years beginning with the assessment year relevant to the previous year in which the Unit begins to manufacture or produce such articles or things or provide services, as the case may be, and 50% of such profits and gains for further five assessment years and thereafter: (b) for the next five consecutive assessment years, so much of the amount not exceeding 50% of the profit as is debited to the profit and loss account of the previous year in respect of which the deduction is to be allowed and credited to a reserve account (to be called the "Special Economic Zone Re-investment Reserve Account") to be created and utilised for the purposes of the business of the assessee in the manner laid down in sub-section (2)

The aforementioned deduction is on income tax payable by the assessee. Supply of goods or services to a SEZ unit will be 'Zero rated supply' for GST calculation. As per extant rule, SEZ unit may import/procure from the DTA without payment of duty. However, the Minimum Alternate Tax (MAT) and Dividend Distribution tax (DDT) has to be paid by the assesse operating in SEZs. As per the SEZ Act, units need to be Net Foreign Exchange Earning (NFE) positive. Net Foreign Exchange Earning (NFE) shall be calculated cumulatively for a period of five years.

JNPT-SEZ shall not be responsible for disallowance of any sort of Direct or Indirect tax benefit or any other incentives to the unit holder due to non-fulfillment of any of the statutory conditions or eligibility criteria or delay in implementation of the project by the Unit holders.

The site is around 15 km from Navi Mumbai and around 40 km from Mumbai city. It is approximately 5 Km from the port operations. There is existing industrial infrastructure in form of an oil tank farm area opposite to the SEZ site and a petroleum pipeline running parallel to the railway line. The proposed project is envisaged to be a Port Based Multiproduct SEZ, with a focus on sectors of India such as Logistics, Engineering Goods, Electronics & Electricals, Auto & Auto components, Food Processing amongst others. Other industries which can contribute to the port container traffic and are non-polluting in nature can also be allowed.

The proposed industrial infrastructure for site includes development of all basic infrastructure including power, water, sewage treatment and road connectivity. Basic utilities like water, power and sewage line will be provided at edge of the plot boundary. The Developer is investing over Rs. 500 Cr. for development of this

infrastructure. The maintenance cost for maintaining the infrastructure will be borne by lessees of the Special Economic Zone. The maintenance charges will be finalized based on actual expenditures.

The project area has been proposed to be developed with the optimal mix of non-polluting export oriented sectors which will boost container traffic at the port. JNPT intends to develop the project and allocate land within the framework of existing Land Policy Guidelines for Major Ports.

The tenant / unit holders are expected to abide by SEZ Rules 2006 or any subsequent updates issued by SEZ regulatory body

State labor policies are applicable in the JNPT SEZ. Adequate residential facilities are available around the SEZ site. Units can apply for accommodation in JNPT Township (same to be allocated basis availability)

Project proponent	Jawaharlal Nehru Port Trust				
Project Location	Nhava Sheva, Taluka Uran, Maharashtra				
Total SEZ Area	277.38 hectares				
Approach Road	Direct access by Mumbai Goa Highway- NH4B and SH 54 (Port Road)				
Distance from Major Growth Centre/nodes of the State	 JNPT- 5 km Mumbai - 60 km Navi Mumbai- 15 km Pune - 150 km 				
Mode of Development	EPC mode for development of all basic utilities and other infrastructure				

Current Project Status	 Formal Approval granted from Union Ministry of Commerce and Industry on July 2014 Environmental Clearance Status: Environmental Clearance awarded in December 2014 and December 2019 Award of Electrical distribution licensee from MERC, GoM
	 The infra development work is currently in completion phase 3 units amongst 20 units whom land is allotted have generated their first export invoice from their JNPT SEZ unit and thus JNPT SEZ is the first Port based multi product SEZ PAN India
Expected date of possession	 Plots covered in this round of tendering will be handed over (post signing of lease deed)

Scope of Activities:

- 1) The land is being provided for setting up Manufacturing/ Industrial units in the processing zone of Special Economic Zone
- 2) The land being leased out as part of this tender is for setting up units in specific industries. Successful bidders will be allowed to set up non-polluting units having requisite approvals from MPCB within these specified industry segments mentioned as part of this document. Waste water emanating from the unit should be of potable quality and if required, the unit-holder will have to set up an effluent treatment plant at own cost.
- 3) Successful bidder is also required to secure the Letter of Approval from the Development Commissioner for setting up of the unit in the Special Economic Zone
- 4) The Developer shall enter into the lease deedt and give possession to successful bidders only after the issuance of Letter of Approval by the Development Commissioner

- 5) The Approval shall specify the items of manufacture, projected annual export and earnings for the first five years of operations and any limitations
- 6) Successful bidder is entitled to prepare and finalize building layout, plans and specifications for construction in the allotted plot and get it approved from relevant and competent planning authority of the area. For building layout approvals, the competent authority is JNPT since it has received SPA status. CIDCO norms for FSI are applicable, as per which FSI for industrial land is 1.

Description of Plots:

As part of this tender the port is inviting bids for Industrial plots. The details of the plots are given in Clause 1.7, the locations of the plots can be seen in Appendix B

1.2 Schedule for e-tendering/auctioning is as under:

- (i) Tender Document to be downloaded from the official website of Jawaharlal Nehru Port Trust www.jnport.gov.in OR https://eprocure.gov.in.
- (ii) Tender Fees (Non- refundable) of Rs.23,600/- (Rupees Twenty- t h r e e Thousand Six hundred Only) is to be submitted to JNPT in form of Demand Draft/ bankers' cheque/ pay order/ NEFT in favour of "Jawaharlal Nehru Port Trust", payable at Mumbai from any Nationalized/ Scheduled Bank

NEFT data –

JNPT

Bank of India, PUB, Sheva
Saving A/c 123210100001600

IFSC Code - BKID0001232

MICR Code - 400013100

(iii) EMD as mentioned in clause 1.7 for individual plot is to be submitted to Jawaharlal Nehru Port Trust in form of Bank Guarantee in favour of "Jawaharlal Nehru Trust", from any Nationalized/ Scheduled Bank

Demand Draft (DD)/ Bankers' Cheque (BC)/ Pay Order (PO)/ NEFT for Tender Fee and Bank Guarantee for E.M.D shall be submitted in electronic format (by scanning) while uploading the bid. Accordingly offer of those shall be opened whose BG for E.M.D. & tender fee is received electronically. However for the purpose of realization, bidder shall send the same in original to Chief Manager

(PP&D) before the bid due date

NEFT data –

JNPT

Bank of India, PUB, Sheva
Saving A/c 123210100001600
IFSC Code - BKID0001232

MICR Code - 400013100

- (iv) If any queries regarding tender documents, the list of queries may be sent on email to cmppd@jnport.gov.in with a copyto jnptsez@jnport.com
- (v) Pre-bid meeting at Conference Hall, JNPT Training centre, near JNPT Administration Building, Jawaharlal Nehru Port Trust, Sheva, Navi Mumbai 400 707
- (vi) Key dates related to this tender have been mentioned in the **Notice Inviting**Tender
- (vii) Auction to take place only for plots where more than one qualified bid is received. Online auction date and time for the Plot (will be intimated in due course).

1.3 Downloading Tender Documents:

Tender documents will be available on website up to date and time as shown above.

Tenderer who wish to participate in this tender shall have to register on web site https://inport.gov.in under Tenders tab OR look in https://eprocure.gov.in portal

1.4 Online Submission of Tender

- Tenderers can prepare and add on their bid any number of times prior to the last date and time prescribed for tender submission. However the tenderer shall not be permitted to be edited in any case after the last date and time prescribed for submission of tender as specified here under. No written or online request in this regard shall be entertained.
- i Tenderers shall submit their tender in Electronic format only on above mentioned website and prior to the date and time mentioned above, and the tender shall be digitally signed by the authorized person of the tenderer. Tender documents in any other form including in physical form shall not be accepted

and the same shall be accepted in the electronic format only

1.4.2 Instructions for Online Bid Submission:

The bidders 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 bidders 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: https://eprocure.gov.in/eprocure/app.

1.4.3 Registration

- a Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (https://eprocure.gov.in/eprocure/app) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d Upon enrolment, the bidders 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 bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f. Bidder then logs in to the site through the secured log-in by entering their user
- g ID / password and the password of the DSC / e-Token.

1.4.4 Searching For Tender Documents

- a There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- c. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

1.4.5 Preparation of Bids

- a Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, 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. Bidder, 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 bidders. Bidders 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. Please note: The bidder is required to submit documents uploaded in "My Space" with each tender separately. The bidder should take care that all relevant documents from "My Space" have been submitted as part of the bid documents for this specific tender.

1.4.6 Submission of Bids

- a Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidder has to select the payment option as "offline" to pay the tender fee and EMD as applicable and enter details of the instrument.
- d Bidder should prepare the EMD and tender fee 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 may be rejected.
- e. Bidders 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 bidders. Bidders are

required to download the file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the file is found to be modified by the bidder, the bid will be rejected.

- f. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 20bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener 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 (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

1.4.7 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 or Email: support-eproc@gov.in.
- 1.5 Details as required shall be up loaded in electronic format only. During the opening of online technical bid if it is found that above details as mentioned are not submitted in electronic format, tenders of such tenderer shall not be considered.
- 1.6 The tender document comprises of 03 (three) parts (i) EMD and Tender Fees, (ii) Technical bid and (iii) Commercial / Financial bid.
- 1.7 Submission of Tender Fees, EMD: Tender Fees (Non-refundable) of Rs.23,600/- (Rupees Twenty Thousand Only) by Demand Draft/banker cheque/Pay order in favor of Jawaharlal Port Trust payable at Mumbai from any Nationalized/Scheduled Bank only shall be accepted. EMD as mentioned below for individual plot is to be submitted to Jawaharlal Nehru Port Trust in form of Bank Guarantee in favour of "Jawaharlal Nehru Port Trust", from any Nationalized/ Scheduled Bank.

1.8

Part A: The entities intending to setup warehouse / cold storages for providing warehousing and storage services to their client are not eligible to participate in Part A plot tender

	LIST OF PLOTS FOR ALLOTTMENT IN SECTOR 6 & 7							
SR. NO.	PLOT NO.	SECTOR NO.	AREA IN (Ha.)	AREA IN (Acre)	Sq mtr	Reserve price	EMD @ 2% of total plot cost	
1	601	6	1.03	2.54	10300	6985	1438910	
2	602	6	0.86	2.12	8600	6985	1201420	
3	603	6	1.02	2.52	10200	6985	1424940	
4	604	6	1.60	3.95	16000	6985	2235200	

5	605	6	1.60	3.95	16000	6985	2235200
6	606	6	1.67	4.12	16700	6985	2332990
7	607	6	1.34	3.30	13400	6985	1871980
8	608	6	1.40	3.45	14000	6985	1955800
9	609	6	0.66	1.63	6600	6985	922020
10	F2	7	0.49	1.21	4900	6985	684530
11	F14	7	0.39	0.96	3900	6985	544830
12	F15	7	0.39	0.96	3900	6985	544830
13	F16	7	0.49	1.21	3900	6985	544830
TOTAL AREA			12.94 Ha.	31.93 Acres			

Part B -All entities including the entities willing to give services of warehouse and cold storage services to their clients are eligible to participate in Part B plot tender process

LIST OF PLOTS FOR ALLOTTMENT IN SECTOR 3								
SR. NO.	PLOT NO.	SECTOR NO.	AREA IN (Ha.)	AREA IN (Acre)	Area in (Sq mtr)	Reserve Price	EMD @ 2% of total plot cost	
1	316	3	3.92	9.68	39200	6985	5476240	
2	317	3	3.92	9.68	39200	6985	5476240	
3	318	3	3.92	9.68	39200	6985	5476240	
TOTAL AREA			11.76 Ha	29.05 acres				

Note – The bidder can give offers for one or more plots by paying separate DD / NEFT of EMDs as mentioned above. If successful more than one plot can be allocated to a single bidder. The EMD in cases where bidder is unsuccessful will be refunded after 30 days after the declaration of successful bidder.

1.9 The Tender Fees and EMD instruments / NEFT details as mentioned above shall be submitted so as to reach the Office of the Chief Manager (PP&D), Jawaharlal Nehru

Port Trust through Registered AD Post /Speed Post / In-person. The cover containing Tender fees and EMD instruments / NEFTdetails shall be super-scribed by "TENDER FEES AND E.M.D. FOR "E-tender cum E-auction for allotment of plots for setting up Industrial units at Special Economic Zone (SEZ) of JNPT".

- 1.10 In case of queries regarding tender documents, the list of queries may be sent through email to cmppd@jnport.gov.in with a copy to jnptsez@jnport.com
- 1.11 Pre-bid meeting: Pre-bid meeting will be held in the Conference Hall, Administration Building, Jawaharlal Nehru Port Trust, Sheva, Navi Mumbai – 400 707 as per date specified in the document, for the required clarifications.
- Opening of Technical tender: Technical tenders shall be first opened online, on the date specified in the document above, in the Office of Chief Manager (PP&D), Jawaharlal Nehru Port, A dministration Building, Sheva, Navi Mumbai 400 707. Technical bid shall be evaluated as per procedures mentioned in the tender documents. The decision of the committee on evaluation of the bids shall be final and binding to every tenderer.
- 1.13 Opening of Commercial / Financial bid: Commercial or Financial bid of only technically qualified bidders, whose technical bid is accepted shall be opened. Contacting Officer: Further details/clarification if any will be available from the Office of Chief Manager (PP&D), Jawaharlal Nehru Port, Administration Building, Sheva, Navi Mumbai 400 707 Telephone No. 022 2724 4157
- 1.14 The tender documents fees for online tender documents shall not be refunded under any circumstances.
- 1.15 Tenders without tender fees, EMD and which do not fulfill all or any of the conditions of tender document shall be rejected outright. Tender with incomplete details in any aspect shall also be rejected.
- 1.16 Conditional tender shall not be accepted.
- 1.17 This tender notice shall form a part of tender document.
- 1.18 The tenderer are advised to read carefully all the Instructions and conditions stipulated in the tender documents.

- 1.19 The Jawaharlal Nehru Port Trust reserves the rights to reject any or all tenders without assigning any reason thereof.
- 1.20 Tenderers are bound by the Jawaharlal Nehru Port Trust rules and regulation being issued from time to time.
- 1.21 Any kind of amendment shall be published only on-line and shall be final and binding to all the tenderers.
- 1.22 The details of tenders can be seen on website www.jnport.gov.in OR https://eprocure.gov.in
- 1.23 The Reserve Price in terms of Upfront Premium for the period of 60 years has been mentioned in tender documents. The Tenderers shall have to bid above the reserve price for the plot. Any bid quoting rates below the reserve price shall be rejected outright.
- 1.24 Schedule of the plot offered for allotment along with eligible criteria is mentioned in the tender documents.
- 1.25 The bid submitted by the tenderers shall have valid digital signature certificate.
- 1.26 Every tenderer shall mention his e- mail address in technical bid.
- 1.27 Only technically and financially qualified bidders for a plot will be invited for the eauction of that plot

1.28 Eligibility Criteria:

Part A -

The entities intending to setup warehouse / cold storages for providing warehousing and storage services to their client are not eligible to participate in Part A plot tender

Part B -

All entities including the entities willing to give services of warehouse and cold storage services to their clients are eligible to participate in Part B plot tender process

Any Proprietorship Firm / Partnership Firm / Limited Liability Partnership/ Company registered under the Companies Act 1956 / 2013 or under the Partnership Act, 1932 or under the Limited Liability Partnership Act, 2008, as amended / modified / replaced from time to time or equivalent foreign laws shall be eligible to tender for plot. The

following documents shall invariably be submitted along with the technical bid.

1. Tender Fees of Rs.23,600/- (Rupees Twenty-three Thousand Six hundred Only) (Non-refundable) to be paid to JNPT in form of Demand Draft/ Bankers Cheque/ Pay Order / NEFT in favour of "Jawaharlal Nehru Port Trust", payable at Mumbai from any Nationalized/Scheduled Bank.

NEFT data –

JNPT

Bank of India, PUB, Sheva

Saving A/c 123210100001600

IFSC Code - BKID0001232

MICR Code - 400013100

2. E.M.D. for the each plot is to be paid to Jawaharlal Nehru Port Trust. In form of Demand Draft / bankers cheque / Pay Order/ NEFT in favor of "Jawaharlal Nehru Port Trust", payable at Mumbai from any Nationalized / Scheduled Bank only through Regd. Post AD / Speed Post only.

NEFT data –

JNPT

Bank of India, PUB, Sheva
Saving A/c 123210100001600

IFSC Code - BKID0001232

MICR Code - 400013100

- 3. Tender document including Lease Deed and all the Addendums/ Amendments/ Errata/ Replies to the queries duly signed and stamped at each page. The bidder will also enclose an undertaking that no changes have been made in the document
- 4. Form of Application (as per Chapter 2 of this document) along with undertaking in Chapter 5
- 5. Attested true copy of Partnership deed in case the application is submitted by partnership firm, attested true copy of Memorandum of Association and Article of Association/ Bye laws in case of the application is submitted by a company along with Certificate of Incorporation.
- 6. Status of firm, name and designation of the proprietor/ partners/ directors/ shareholders etc. with profit sharing ratio and/or share holding pattern certified by Concern authorities/ Chartered Accountant/Company Secretary Online.

- 7. Power of Attorney in favor of the person signing the application, bid documents and undertaking on behalf of a partnership firm or resolution of the board of directors in case of company
- 8. Copy of PAN card.
- 9. Details of pending litigations of party with Jawaharlal Nehru Port Trust.
- 10. Business plan for the proposed Manufacturing / Industrial unit (as per Annex-C)
- 11. NEFT Mandate form for bidder to receive payments if any from JNPT (as per Annexure E)
- 12. Checklist for Consolidated bid details to be submitted in excel form (as per Annexure F) Checklist for Consolidated bid details to be submitted in excel form (as per Annexure F)

CHAPTER -2

FORM OF APPLICATION FOR "E-tender cum E-auction for allotment of 16 plots for setting up Industrial units at Special Economic Zone (SEZ) of JNPT".

NOTE: Application form should be filled-in completely in all respects by attaching Annexures, if any and submit along with the Technical bid documents. Incomplete forms will not be considered for allotment of plot. The Chairman, Jawaharlal Nehru Port Trust, at his absolute discretion, may reject any application without assigning any reasons. Mere submission of application will not create any right or claim for allotment of plot in favor of the Bidder.

1. PARTICULARS OF THE BIDDER:

- (A) Name of the Firm/Company/Partnership/LLP
- (B) Postal Address / Registered Office

2. **CONSTITUTION OF THE FIRM / COMPANY**

State whether it is

- (i) Proprietary
- (ii) Partnership
- (iii) Private Ltd.
- (iv) Public Limited or
- (v) Co-operative Society
- (v) Trust.
- (vi) Limited Liability Partnership

NOTE: In case of Partnership firm, copy of the Partnership Deed should be enclosed.

If application is on behalf of private or public Ltd. company, a copy of

Memorandum and Article of Association of the Company together with Certificate of Incorporation and a copy of Resolution authorizing the signatory to apply on behalf of the Company should be enclosed. If the Application is being made in the capacity of a Promoter of proposed Company, it may clearly be so stated. If it is a Society whether it is registered under Co- operative Societies Act or Societies Registration Act may be stated. Details of Registration Number and date may be given.

- 3. E-tender cum E-auction for allotment of 16 plots for setting up Industrial units at Special Economic Zone (SEZ) of JNPT
 - (i) Location of the Plot, Industry for which plot is required, Size of Plot, applied for allotment

Sr No Plot and Sector No. Part A 1 2 3 4 5 6 6 7 7 8 9 9 10 11 11 12	
1 2 3 4 5 6 7 8 9 10 11	
2	
3 4 5 6 7 8 9 10 11 11	
4 6 7 8 9 10 11 11	
5 6 7 8 9 10 11	
6	
7 8 9 10 11 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
8 9 10 11 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
9 10 11	
10 11	
11	
12	
13	
Part B	
14	
15	
16	

Note: The details filled in the above table should match details and purpose of the plots listed in Clause 1.7

DECLARATION

1. I / We declare that I / We have gone through the Terms and Conditions set out for the lease of land Rules and Procedure of allotment and also terms of Lease Deed and hereby undertake to abide by the same. I / We also agree that if in the event of allotment of any of the plot applied for being made to me / us and if I / We fail to take over the possession of the said plot within stipulated timelines, the Earnest Money remitted here under will stand forfeited in favor of Jawaharlal Nehru Port Trust.

2 I / We also agree that the Earnest Money remitted hereunder will be held by the Port Trust without interest.

3.	I / We further state that the particulars given above are true and correct to my / our
	knowledge and belief and that no material facts have been concealed or withheld.

Date:

Place:

Signature(s) of authorized signatory with designation (Partner/ Director/ Promoter/ Managing Trustees) along with seal indicating the designation held by the signatory. (Copy of Power of Attorney / Letter of Authority to be enclosed)

To,

The Chief Manager (PP&D)

Jawaharlal Nehru Port Trust

CHAPTER - 3

TENDER PROCESS

3.1 The tenderer shall submit the tender in three volumes as described below:

Volume I : EMD and Tender Fees

Volume II : Technical bid

Volume III : Commercial or Financial bid

- 3.2 The Technical bid shall invariably be submitted along with information/ documents as required under the eligibility clause, failing which, tender shall be rejected and commercial / financial tender of such tenderer shall not be opened.
- 3.3 The authorized signatory shall sign the tender documents and other confirmation, undertaking etc. to be attached with the tender. The tenderer shall also produce a letter of authorization in form of power of attorney on requisite bond in case of partnership firm or resolution of the board of directors in case of company with the tender documents.
- 3.4 The EMD of the unsuccessful tenderer will be released after 30 days after the declaration of successful tenderer. Whereas, in the case of successful tenderer, the EMD will be released only after security deposit and lease premium, is paid by the successful bidder. If the successful tenderer does not comply the conditions or accept the letter declaring him as successful tenderer, JNPT will forfeit EMD amount and the tenderer shall lose the right to use the plot.
- 3.5 Tenders without Tender fees and EMD shall not be considered valid and Technical bid of those tenderer shall not be opened.
- 3.6 Commercial or financial bids of only technically qualified bidders will be opened and will be considered.

- 3.7 Bidders that quote over the reserve price in the commercial / financial bid and are technically qualified will be invited to participate in the e-auction process.
- 3.8 Details of the e-auction process will be shared with the techno-commercially qualified bidders post opening of the bids
- 3.9 The allotment of the plot will be made to the techno-commercially qualified, highest Bidders of plot in e-auction and will be subject to the approval of Jawaharlal Nehru Port Trust Board / Competent Authority

CHAPTER - 4

Terms & Conditions

4.1 Applications received earlier (if any) and Bidding process:

All the offers / EOI(s) received prior to inviting online tenders as mentioned herein shall be treated as cancelled. The tenders received through online tendering shall only be considered

4.2 Plot to be inspected by tenderer before bidding:

The Tenderer shall have to inspect the site at their own cost and it shall be deemed at they have fully acquainted themselves with all their aspects of the plot like size, site conditions, development plan for the SEZ and surrounding area. If required, a soil study may be conducted by the lessee after a prior intimation to JNPT and a copy of the report to be submitted to JNPT thereafter.

4.3 Tender document to be read and understood carefully:

The tenderer shall deemed to have read and understood the tender documents and any subsequent amendments.

4.4 **Area of Plot:** The plots numbers and the area or thereabout are mentioned in the table in Clause 1.7. The e-auction sequence of the plots to be in the order in which they are listed in Clause 1.7

4.5 Details of Status/ Constitution of the tenderer:

The tenderer shall invariably mention in the Tender Documents Status of the Firm, Name and Designation of the Partners/Directors/Share Holders etc. with shareholding pattern along with certified copy of all relevant documents.

4.6 Earnest Money Deposit:

The E.M.D. in form of DD to be submitted in favor of 'Jawaharlal Nehru Port Trust' drawn on any Nationalized/ Scheduled Bank and payable at Mumbai on or before the due date and time of submission of the Bid. The DD of EMD of the successful bidder will be released only after total amount is paid to JNPT by the bidder and after taking over the possession of the plot after execution of lease deed by the bidder.

Security Deposit:

For successful bidders, the Port shall keep equivalent to 5% of the total Upfront Lease Payment as Security Deposit at the time of signing of the Lease deed. The security deposit will be kept valid for the entire duration of the lease period. The same will be returned to the tenant at the end of the lease term.

4.7 Premium:

The Reserve Price in terms of upfront payment for 60 years lease (Rupees per Sq. Mtrs.) for above mentioned plot has been fixed as shown in the Commercial / Financial Bid. The Bidder has to offer premium over and above the reserve price. Bidders quoting less than the reserve price will not be considered.

In case of any revision in reserve price same to be informed in advance to all participants.

4.8 Minimum Guaranteed Investments:

The Bidder shall furnish as part of its Technical Bid, a business plan (the "Business Plan") in the format provided in Annexure C. The Business plan shall briefly cover the key drivers, the facilities planned, the envisaged investments and the estimated employment to be generated. The Bidder shall also specify a minimum amount of investment (the "Minimum Guaranteed Investments") that the Bidder commits to make within a period of 2 years from the date of execution of the lease deed.

Part - A

The amount shall need to be necessarily higher than Rs.3 crore per acre. In this investment, capital investments in buildings/ construction will also be counted.

Part- B

The amount shall need to be necessarily higher than Rs.1.5 crore per acre. In this investment, capital investments in buildings/ construction will also be counted

4.9 Deadline of Submission of the Bids:

Bids must be received by the Lessor i.e. Jawaharlal Nehru Port Trust in On- Line System at website www.jnport.gov.in OR https://eprocure.gov.in not later than deadline mentioned in this document. In the event of the specified date for the

submission of bids being declared a holiday by the Lessor i.e. Jawaharlal Nehru Port Trust, the Bids will be received up to the appointed time on the next working day. The Lessor i.e. Jawaharlal Nehru Port Trust may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Lessor i.e. Jawaharlal Nehru Port Trust and the bidders previously subject to the original deadline will then be subject to the new deadline. At the time of submission of the tender document, the tenderer shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the conditions mentioned in the Port's uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

4.10 Late Bids:

After the deadline prescribed the bids cannot be submitted in the On-Line System.

4.11 Modification and Withdrawal of Bids:

Bidders may modify or withdraw their bids before the deadline on the website. No Bid can be modified after the deadline for submission of Bids. Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity may result in the encashment of BG of EMD

4.12 Bid Opening and Evaluation:

On the due date and appointed time, the Lessor i.e. Jawaharlal Nehru Port Trust will first open Technical bids of all bids received. If any Bid contains any deviation from the Bids documents and / or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly. All valid Financial Bids shall be opened on the specified date from declaring the results of the Technical Bid.

4.13 Examination of Bids and Determination of Responsiveness:

Prior to detailed evaluation of Bids, the Lessor i.e. Jawaharlal Nehru Port Trust will determine whether each Bid: (a) has been properly digitally signed, (b) meets the

eligibility criteria (c) is accompanied by the required Bid security, and; (d) is responsive to the requirements of the Bidding documents. A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one: (a) which effects in any substantial way the scope, quality or performance of the works; (b) which limits in any substantial way, the Lessor i.e. Jawaharlal Nehru Port Trust's rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

If a Technical Bid is not substantially responsive, it will be rejected by the Lessor i.e. Jawaharlal Nehru Port Trust, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

E-Auction

- (a) After opening of commercial / financial bids, plot will be put on **e-auction** and the tenderers, whose commercial / financial bids have been opened will be eligible to participate in the e-auction of the plot. The exact dates and other details will be provided in due to course
- (b) After opening of commercial / financial bids, the total of the reserve price and the highest premium over and above the reserve price received for any particular plot will become the reserve price of that particular plot for e-auction and the participant bidders have to quote over and above that revised Reserve Price for getting that plot.
- (c) The plots with qualified bid will be put up for e-auction. The sequence for the e-auction to be the same as the order of the plots listed in Clause 1.7
- (d) Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.

4.14 Expenses for Bidding:

JNPT will not be responsible for any expenses incurred by the Bidder in connection with the preparation and submission of Bids.

4.15 Validity of Bids:

The bids shall remain valid for a period of six months with effect from the day of opening of tenders, unless extension is sought for by Jawaharlal Nehru Port Trust and accepted by the Bidder.

4.16 Right of acceptance or rejection of any Bid:

Unless the possession of the land is offered by Jawaharlal Nehru Port Trust with the sanction of the appropriate Authority after receipt of all payments and security deposit from the Bidder, mere submission of Bid, BG of EMD and offering of premium will not confer any right or interest in favour of the Bidder for allotment of land. Jawaharlal Nehru Port Trust reserve the absolute right to reject any Bid at any time without assigning any reason thereto.

4.17 Allotment:

The allotment of the plot will be made to the techno-commercially qualified, highest Bidders of plot in e-auction and will be subject to the approval of Jawaharlal Nehru Port Trust Board / Competent Authority.

4.18 Indemnifying Jawaharlal Nehru Port Trust:

The allottee shall have to indemnify Jawaharlal Nehru Port Trust against any loss/damages to property or lives arising out of use of land.

4.19 Details of Developed Land:

The Bidders may undertake a site visit if they so desire to study the site conditions before submissions of this. Further, the tenant of JNPT SEZ is expected to comply with SEZ Rules and Regulations and other relevant laws set by the relevant authorities of State & Central Government

4.20 Lease Execution:

4.21 After Tender-cum-Auction process Jawaharlal Nehru Port Trust will issue a Letter of Intent for the plot to the successful Bidder(s). The successful Bidder shall, within stipulated time satisfy the condition precedents and payment schedule specified in RFP or Letter of Intent for land allotment, post which the Lease deed will be executed. After the Letter of Intent is issued, the unit holder can apply for Letter of Approval from the Development commissioner by submitting the duly filled up 'Form F', which is a consolidated application seeking permission for setting up of a Unit and other clearances. Unit holder can commence production only after securing the Letter of Approval from the Development Commissioner. The Letter of Approval shall be valid for one year within which period the Unit shall commence production and the Unit shall intimate date of commencement of production or activity to Development Commissioner.

The possession of the land will be given only post successful execution of the Lease deed.

4.22 Lease Period:

Lease period shall be of 60 years, started from date of handing over of possession and shall not be renewed.

4.23 Lease Rent:

Allotment will be done on premium basis quoted by the bidder over and above reserve price in terms of the lease rentals as per Annexure – A along with any relevant taxes / registration fees / stamp duty / Document preparation charges

4.24 Payment Period:

The allotments under this policy will be deemed to commence from the date of handing over of the possession of the plot to the allottee only after making full payment of lease and Security Deposit to the Jawaharlal Nehru Port Trust. In case of non-payment, the developer may forfeit any security deposits and payments made till that time. In addition to upfront payment, a nominal lease rent of Rupees One per square metre per year for the lease period to be paid.

The total upfront lease premium shall be calculated based on the on-site plot

measurement at the time of signing of Lease deed, which may vary from the measurements indicated on the drawing in the tender document by up to 5% due to minor modifications to the land development plans.

The detailed payment schedule is as below . Further, lease deed has to be furnished to the Development commissioner within six months of issuance of Letter of approval and failure to do so, the unit approval committee may take action to withdraw the Letter of approval after giving an opportunity of being heard. Lease Deed should be signed within 90 days of issue of LOI but only after the Letter of Approval is received. Further, operations should be started after issue of Letter of Approval and within 365 days of issue of Letter of Approval from Development Commissioner. Provided that the Development Commissioner may grant further extension of 2 years based on the merits of the case and a third extension of one year can be granted subject to the condition that two-thirds of activities including construction relating to the setting up of the Unit is complete and a chartered engineer's certificate to this effect is submitted by the entrepreneur.

Installment	% of the Upfront Lease Payment	Timelines for the payment
1st Installment	20%	Within 2 months from the date of Letter of award (LOA)
2nd Installment	40%	Within 4 months from the date of Letter of award (LOA)
final Installment	40%	Within 4 months from the date of Letter of award (LOA) All the condition precedent for lease deed execution to complete by the bidder

For early possession the investor is free to pay entire lease premium in single instalment

4.25 Mortgage:

NOC required for pledging the Lease Deed by the Lessee will be issued subject to furnishing of all particulars of borrowings by the Bidder and payment of necessary charges as stated by Jawaharlal Nehru Port Trust. NOC shall be granted post complete payment and signing of Lease Deed. The allotted plot can be

mortgaged for financial purpose/loan etc. post requisite approvals from JNPT and SEZ authorities.

4.26 Utilization of land:

If the leased land is not utilized within two years (2 year time period starts from signing of Lease deed) from signing of lease deed for the purpose for which it is allotted, the lease may be terminated.

4.27 Approvals from Statutory Authorities:

4.28 Jawaharlal Nehru Port Trust will only issue Letter of Allotment in the name of allottees. The allottees will have to obtain all required approvals from different statutory authorities as applicable, including Approval from Development Commissioned and MPCB clearance. The project Environmental Clearance for JNPT SEZ has been obtained. The same can be downloaded from JNPT website http://inport.gov.in/Writereaddata/data/Downloads/5-MPCB%20Envi%20Clearance JNPT%20SEZ.pdf.

Jawaharlal Nehru Port Trust shall not be responsible for any loss/damages etc. occurring, if permission or approval are not granted. JNPT SEZ shall endeavor to facilitate such permission to the extent possible.

4.29 Use of plot:

The lessee shall not use the plot for any other purpose for which the allotment is made without the written consent of Jawaharlal Nehru Port Trust. The allottee shall not carry out any activity that may be considered detrimental to the interest of the Jawaharlal Nehru Port Trust or to the National security.

4.30 Inspection of plot:

The allottee shall at all reasonable time allow access for inspection to the demised plot of land to the Chairman, Jawaharlal Nehru Port Trust or his duly authorized officer or agent as aforesaid.

4.31 Sublease, Assignment and Transfer:

The successful bidder shall not assign, underlet, sub-lease or part with the possession

of the Land or any part thereof; or any building or buildings thereof or any part thereof; or any interest therein without the previous written consent of Jawaharlal Nehru Port Trust and such consent shall normally be given subject to the provisions in the prevailing Government Guidelines/ Land Policy Guidelines in vogue at the time of considering such request.

4.32 Change in ownership:

Transfer / change of equity in the Special Economic Zone entity can be done with prior written consent from Jawaharlal Nehru Port Trust and other competent authorities.

4.33 Expiry of lease:

After expiry of lease term, the Lessee shall hand over the vacant plot on the day of expiry of term of lease and in case of sooner determination of lease/cancellation of allotment of plot, the Lessee shall hand over vacant peaceful possession of the plot within the time stipulated in the notice of cancellation of allotment by removing all the structures and materials etc. erected and/or lying if any on the demised premises at his cost. Lessee will have the option to surrender the lease, subject to prior notice by the lessee at least 6 (six) months in advance and with appropriate approval from SEZ authorities. Refund of proportionate upfront premium will be given.

However, in the event of Lessee's failure to hand over the possession of the plot within the stipulated time, it shall be lawful for the Chairman, Jawaharlal Nehru Port Trust or authorized person on his behalf to enter upon the demised premises and take over possession. In this scenario, all expenses incurred while acting for taking over of possession of the said plot shall be recoverable from the Lessee.

In the case of cancellation of allotment and/or determination of lease before expiry of lease period and/or completion of terms of lease, the Lessor shall not be bound to pay any compensation, damages of whatsoever nature including for loss of business etc.

After the expiry / determination of lease or forfeiture of lease on account of change of user assignment, etc., if the lessee continues to occupy it unauthorized, or if there is any encroachment, the lessee shall be liable to pay compensation for wrongful use

and occupation at three times the lease rent, in accordance with the prevailing applicable SoR, till vacant possession is obtained.

Within three months of expiry / termination / determination of lease, the lessee shall remove all structures at his cost, failing which these will vest with the port free of all encumbrances.

It is hereby, expressly declared that exercise of power by the Chairman, Jawaharlal Nehru Port Trust under this clause shall not preclude him from taking any action under any other relevant terms and conditions.

4.34 Administration of Terms of Allotment:

Chairman, Jawaharlal Nehru Port Trust shall administer the main terms and conditions, terms of letter of allotment, rules and procedures of allotment and terms of and lease deed on behalf of 'lessor' the Board of Trustees of Port of Jawaharlal Nehru Port Trust and the Chairman, Jawaharlal Nehru Port Trust or any officer entrusted with the duties and exercising for the purpose by powers of Chairman shall issue all letters, notices, approvals and other communications in connection with the plot allotted including the notice of cancellation of allotment and/or determination of lease, notice of taking over the possession of the plot after cancellation of allotment and to take any suitable action under the said terms.

All notices bills and letters of the Port Trust posted by Regd. A.D. to the last known address of allottee/lessee and/or the plot address or are affixed on some conspicuous part of the demised premises or any structure thereon be deemed to have been duly served on the allottee.

All Rules and Regulations made by Chairman, Jawaharlal Nehru Port Trust / Board of Trustees of Jawaharlal Nehru Port Trust, Ministry of Shipping, Govt. of India, with regard to use and enjoyment of the demised premises shall be deemed to be part of terms and conditions of allotment and shall be binding on the allottee.

4.35 The Jawaharlal Nehru Port Trust shall have the right to determine the lease, before the expiry of the term, in extraordinary circumstances related to public interest, national security or violation of terms of the contract post approval from the

Development Commissioner. In the event of early determination of the lease for above reasons and purposes the Port Trust will pay to the lessee suitable compensation for the immovable fixed assets on the demised premises including premium for the residual period in accordance with the formulations that may be approved by the Central Government without in anyway being liable to the lessee for any loss of business or other damages in this behalf.

4.36 Power of Attorney

Power of Attorney in favor of the person signing the application and undertaking on behalf of a partnership firm. The authorized signatory shall sign the tender documents and other confirmation, undertaking etc. to be attached with the tender. The tenderer shall also produce a letter of authorization in form of power of attorney on requisite bond in case of partnership firm or resolution of the board of directors in case of company with the tender documents.

4.37 Due date payment:

All the charges and payments to be remitted within the stipulated time period.

4.38 Mode of payment:

The payment should be made through RTGS/NEFT/DD in favour of Jawaharlal Nehru Port Trust.

JNPT Bank Details:

Bank: Bank of India

Account Name: Jawaharlal Nehru Port Trust

Account No.: 123210100001600

IFSC Code: BKID0001232

4.39 Interest of delayed payment:

Any arrears of rent or other money accruing to or in favor of the Jawaharlal Nehru Port Trust or from the lessee shall be recoverable as a public demand with interest

4.40 Penalty:

If the lessee breaches / violates any provisions of lease deed, the Board would reserve the right to impose the appropriate penalty or cancel the lease depending

upon the nature and magnitude of such violation. In case of cancellation, no refund will be made.

If the lessee/licensee continues unauthorized usage of land beyond the approved period, they will be liable to pay compensation for wrongful use and occupation at three times of the then Scale of Rates till the vacant possession is obtained.

Observation of rules and regulations of Jawaharlal Nehru Port Trust.

The lessee / Licensee shall observe all provisions of laws, rules, bye laws regulations, orders and notification relating to the Port issued by the Central Government Board, Chairman, JNPT or any other competent authority from time to time.

4.41 Fraud and Corrupt practices

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 Lease Deed. Notwithstanding anything to the contrary contained herein, or in the LOA or the Lease Deed, the Authority may reject a Bid, terminate the Lease Deed, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder has 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 event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security as damages.

4.42 Miscellaneous

The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- 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;
- II. Consult with any Bidder in order to receive clarification or further information;
- III. Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

IV.	Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.	
	42	

(To be enclosed along with Application Form in Chapter 2)

UNDERTAKING FOR "E-tender cum E-auction for allotment of plots for setting up Industrial units at Special Economic Zone (SEZ) of JNPT"

From:

- (A) Name of the Firm/Company/Partnership:
- (B) Postal Address / Registered Office:

To

The Chief Manager
(Port Planning & Development Department)
Jawaharlal Nehru Port Trust,
Administration Building,
Sheva, Navi Mumbai – 400 707.

Sub: "E-tender cum E-auction for allotment of plots for setting up Industrial units at Special Economic Zone (SEZ) of JNPT".

Sir,

Please refer to your press advertisement inviting offers for allotment of plots for setting up Industrial units in Jawaharlal Nehru Port Trust Special Economic Zone (SEZ). Having visited the site and examined the drawing showing the location of the Plot and having obtained all other information from all the concerned of Jawaharlal Nehru Port Trust, we offer to utilize and maintain the below mention plots for their intended purpose.

Sr. No.	Plot No.	Area (in Acre)	Intended Purpose
Part A			
1			
2			

3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
Part B	1	
1		
2		
3		
	1	ı

Note: List all the plots for which bids are being submitted

We undertake that we have gone through the press advertisement, Procedure of Allotment, terms and conditions of Allotment and we hereby unequivocally accept all the said terms and conditions and will accept the responsibility for obtaining all the Statutory and other clearances required, if the land is allotted.

We also undertake that in the event of our withdrawing the offer before the prescribed or extended validity of bids if there is any discrepancy in the no. of plot bid for and BG of EMD furnished, our offer will be cancelled. We agree that unless possession of the plot is offered by Jawaharlal Nehru Port Trust and receipt of all payments from the successful bidder by the Jawaharlal Nehru Port Trust, mere submission of application and payment of Earnest Money and quoting "PREMIUM" will not create any right in favor of us for allotment of plot and that Jawaharlal Nehru Port Trust reserves absolute right to reject all or any application and / or tender at any time without assigning any reason.

Yours faithfully,

(Name & Signature of the authorized signatory and Seal of the Company)

Place Date

CHAPTER – 6 ANNEXURE A Commercial / Financial BID (On Upfront Premium Basis)

Sr. No.	SEZ Plot Area in Hectare	SEZ Plot Number	SEZ Plot Area in Acres	SEZ Plot Area in Sq mtr	Reserved price/ Sq mtr for SEZ plot area	Total Price offered for the SEZ plot area in Rs per Sq Mtr	Total price offered for SEZ plot area in Rs	Total price offered for SEZ plot area in words
Part A								
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								

Part B							
1							
2							
3							

The above standard format is available in form of excel document along with bid documents. Please refer to clause 1.4.6 e for completion and submission of the same. The total price offered for the SEZ plot area needs to be necessarily above the reserve price for the financial bid to be valid.

NOTE: In addition to above upfront payment, a nominal lease rent of Rupees One per square meter per year for the lease period to be paid

ANNEXURE B

(Details of the plots available as part of this Tender document)



Figure 1: Location of JNPT SEZ (In proximity to both Mumbai and Navi Mumbai)

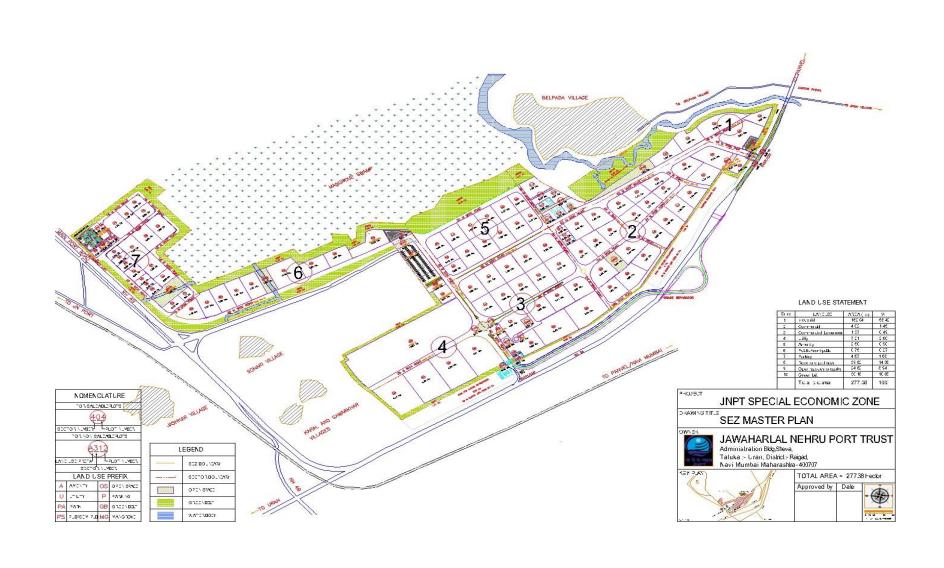


Figure 2: Overall layout of the JNPT SEZ

PART-A

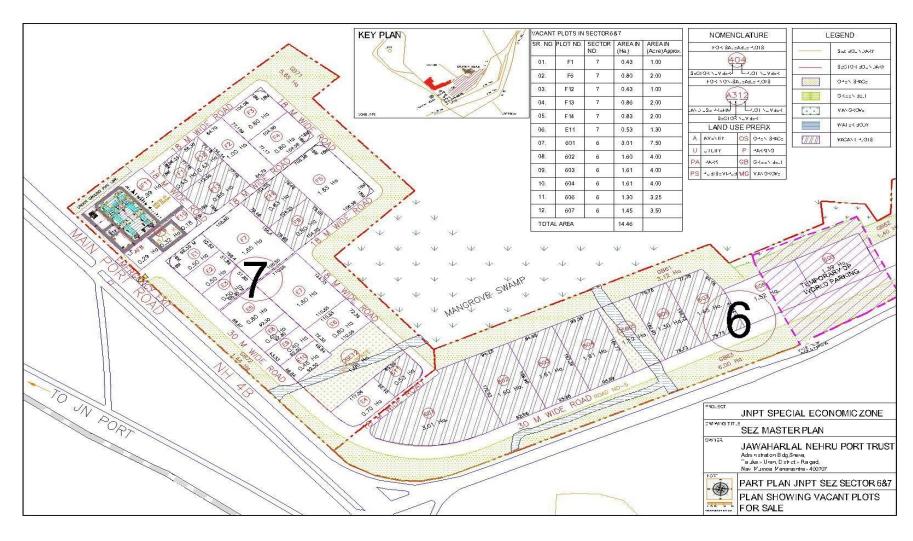


Figure 3: Area marked in Sector 6 and 7 is part of this tender document

VACANT	PLOTS IN	SECTOR 6	& 7	
SR. NO.	PLOT NO.	SECTOR NO.	AREA IN (Ha.)	AREA IN (Acre)Approx.
01.	F1	7	0.43	1.00
02.	F6	7	0.80	2.00
03.	F12	7	0.43	1.00
04.	F13	7	0.86	2.00
05.	F14	7	0.83	2.00
06.	E11	7	0.53	1.30
07.	601	6	3.01	7.50
08.	602	6	1.60	4.00
09.	603	6	1.61	4.00
10.	604	6	1.61	4.00
11.	606	6	1.30	3.25
12.	607	6	1.45	3.50
TOTAI	L AREA		14.46	

PART-B



Figure 5: Area marked in Sector 3 is part of this tender document.

		Vacar	t plots	s in SI	ЕСТО	R 3	
SR. NO.	PLOT NO.	SECTOR NO.	AREA IN (Ha.)	AREA IN (Acre)	Area in (Sq.mtr)	Reserve Price	EMD @ 2% of total plot cost
1	316	3	3.92	9.68	39200	6985	5476240
2	317	3	3.92	9.68	39200	6985	5476240
3	318	3	3.92	9.68	39200	6985	5476240
TOTAL	AREA		11.76 Ha.	29.05 Acres			

Figure 6: Details of plots that form part of this tender (along with dimensions in Ha). Please Note: Only plots listed can be applied for as part of this tender

ANNEXURE C

Format for submission of Business Plan

The Business Plan of the Bidder should broadly include the following,

- 1) Key drivers of the project
- 2) Planned operations in the plot
- 3) Facilities and infrastructure to be created
- 4) Estimated Investment Levels and Employment
- 5) Minimum Guaranteed Investment amount to be made in the initial 2 years of the lease
- 6) Additional volume of container cargo expected
- 7) Power, input water and waste water outlet for the unit during construction period
- 8) Power, input water and waste water outlet for the unit during full capacity operations

ANNEXURE D

Sample Format for submission of bank guarantee for bid security

B.G. No. Dated:

1.	In consideration of you, Jawaharlal Nehru Port Trust, having its office at, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of
	Partnership Act, 2008) and having its registered office at(hereinafter referred to as the "Bidder" which expression shall unless it
	be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the
	Project (hereinafter referred to as "the Project") pursuant to the RFP Document dated issued in respect of the Project and other related
	documents (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at
	as per terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the
	terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay
	forthwith to the Authority an amount of Rs
	primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or
	comply with all or any of the terms and conditions contained in the said Bidding Documents.

- 2 Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
- 4. This Guarantee shall be irrevocable and remain in full force for a period of 120 (one hundred and twenty) days from the Bid Due Date exclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

6.	The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation
	of the Bidder or the Bank with any other person.

- In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award / Letter of Intent by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- 8. any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
- 10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
- 11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
- The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by	Bank	
By the hand of Mr./Ms	, its	. And authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

ANNEXURE E

NEFT Mandate form

Nuttonal Electronic	Fund Transfer (NEFT) Mandate Form
the amount for reach his payments	through NEFT from Jawabarial Nebru Port Trusch

Contractors / Suppliers	/ Vendor Name		
Contractors / Suppliers	/ Vendor Code		
Permanent Account Nu	imber (PAN)		
Particulars of Bank Ac	count		
A. Name of the Bank			
B. Name of the Branch	1		
C. Branch Code			
D. Address			
E City Name			-
F. Telephone No.			
G. HEFT IFSC Code			-
H. 9 digit MICR code cheque book	appearing on the		
1. Type of Account (10	0/11/13)		
J. Account No.			
Contractors / Suppliers	/ Vendor's e-mail id	Control of the second	
Date of effect			

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

to because of incomplete information at above, the party will not hold the Jawaharlal Nehrul on Trust responsible.

Authorized Signatory with som

46.61	59
1001	
	Bank Cecuficate
entire that the details given above	has a Account No with us and we are correct as per our records.
atr	
iaca :	Authorized Official of Bank
case find information of a	RTGS / NEFT payment which will enable you to much
TGS / NEFT In respect of their	Continuets
m.tell	

ANNEXURE F

Checklist for Consolidated bid details to be submitted in excel form as shown below:

Bidder Name		Details	Document page No
Tender Fee	Amount		
	Fee amount		
	In Favor of		
	Issuing Bank		
Details of BG for EMD	Amount		
	In Favor of		
	Issuing Bank		
PAN CARD	Name on PAN Card		
	PAN No		
Board Resolution / PoA	Authorized Signatory for tender		

Application Form	Company Type (Pvt. Public, etc.	
	Plots No (s) applied for	
	Intended Purpose	
	Area (In Acre)	
	Signatory Name	
Company	List of Documents	
Validation	submitted	
	Year of Establishment	
	Registered Address	
	Description	
Business Plan	Investment Proposed (Cr)	
	()	
	Proposed investment	
	in 2 years (In Cr)	

	Employment expected	
	Expected Container	
	cargo (p.a)	
	Proposed Operations	
	Estimated	
	commissioning time	
Shareholding	Names of Shareholder	
details	[%tage shareholding]	
Pending	Any pending	
Litigation	litigations (Yes /No)	
Tender	Undertaking	
documents	submitted (Yes/No)	
NEFT Mandate	Filled up form	
form		