



**जवाहरलाल नेहरु पत्तन प्राधिकरण**  
**विशेष आर्थिक क्षेत्र**  
**JAWAHARLAL NEHRU PORT AUTHORITY**  
**Special Economic Zone**



**Online Bidding Through GeM Portal**

**Tender/ BID Document for "Selection of agency to support JNPA SEZ as developer for compliance of SEZ Act provisions and provide advisory services to stake holders of JNPA SEZ"**

**Anchoring the global trade, Together**

**January - 2025**

## **Disclaimer**

The information contained in this Request for Qualification cum Proposal 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 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 financial offers (Proposals) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The assumptions, assessments, statements and information contained in the RFP, 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 Proposal Stage.

The Authority accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of bidders on 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 or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder, for the Project and the Authority reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its proposal 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 proposal. 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 proposal, regardless of the conduct or outcome of the Bidding Process.



- 1) The Bidders are advised to read the whole document carefully and submit their Bid/ bid strictly meeting with the requirements spelt out in the Bid/Bid document.
- 2) The Bidder must submit independent documentary evidence to establish that "MINIMUM QUALIFYING CRITERIA" as spelt out in the Bid/bid document is fully met with irrespective of the fact that they might have submitted similar evidence to JNP in respect of some other works.
- 3) If the submission is found deficient with reference to the requirements spelt out in the Bid/bid document, the offer shall be liable for rejection.

**Chief Executive Officer (JNPA-SEZ),  
JAWAHARLAL NEHRU PORT AUTHORITY,  
Sheva, Navi Mumbai – 400707.**



जनेप प्राधिकरण  
JNPA



## JAWAHARLAL NEHRU PORT AUTHORITY (JNPA-SEZ)

Online Bidding Through GeM Portal

### SHORT NOTICE

**JAWAHARLAL NEHRU PORT AUTHORITY invites Online Bids through GeM Portal for the work of “Selection of agency to support JNPA SEZ as developer for compliance of SEZ Act provisions and provide advisory services to stake holders of JNPA SEZ.”**

**The estimated cost of the work is The Online Bid is available on Government eMarketplace (GeM) Portal, National Public Procurement Portal, Government of India. The URL of GeM Portal is: <https://gem.gov.in>**

**Chief Executive Officer (JNPA-SEZ),  
JAWAHARLAL NEHRU PORT  
AUTHORITY,  
Sheva, Navi Mumbai – 400707.**

**NAME OF THE WORK: “Selection of agency to support JNPA SEZ as developer for compliance of SEZ Act provisions and provide advisory services to stake holders of JNPA SEZ. ”**

**INDEX**

<b>SECTION No.</b>	<b>DESCRIPTION</b>	<b>PAGE Nos.</b>
01.	INVITATION TO TENDER/BID AND IMPORTANT INSTRUCTIONS AND GUIDELINES TO BIDDERS FOR E-BIDDING	06-12
02.	INSTRUCTIONS TO BIDDERS	13-28
03.	CONDITIONS OF CONTRACT	29-37
04.	SPECIAL CONDITIONS OF CONTRACT AND SCOPE OF WORK (ToR)	38-45
05.	<b>FORMS - INDEX</b>	46
	FORM-I: LETTER OF APPLICATION	47-49
	FORM-II: GENERAL INFORMATION	50
	FORM-III: FINANCIAL DATA	51
	FORM-IV: CURRENT COMMITMENTS IN HAND	52
	FORM-V: DETAILS OF WORKS COMPLETED IN PAST	53
	FORM-VI: EXPERIENCE IN SIMILAR WORKS	54
	FORM-VII: DETAILS OF PERSONNEL ON PAYROLL	55
	FORM-VIII: DETAILS KEY PERSONNEL	56
	FORM-IX: CVs OF KEY PERSONNEL	57-58
	FORM-X: : ISO CERIFICATION OF FIRM	59
	FORM-XI: : DETAILS OF EPF REGISTRATION	60
	FORM-XII: DECLARATION IN CASE OF MSE BIDDERS AND BID - SECURITY DECLARATION FORM	61-62
	FORM-XIII : FORMAT FOR POWER OF ATTORNEY	63
	FORM-XIV : NEFT/RTGS MANDATE FORM	64
	FORM – XV : PROFORMA OF INTEGRITY PACT	65-69
06.	<b>ANNEXURES - INDEX</b>	70
	ANNEXURE-I: PROFORMA OF BG FOR BID SECURITY/ EMD	71-72
	ANNEXURE-II: PROFORMA OF BG FOR 'PERFORMANCE GUARANTEE'	73-74
	ANNEXURE-III: PROFORMA FOR 'CONTRACT AGREEMENT'	75-76
	ANNEXURE-IV: PROFORMA FOR 'NON-DISCLOSURE AGREEMENT'	77-79
	ANNEXURE-V: SEZ TERMS & CONDITIONS FOR SERVICE PROVIDERS	80-81
	ANNEXURE-VI: FACILITIES FROM THE EMPLOYER	82
	ANNEXURE-VII: CHECK LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH BID	83
	ANNEXURE-VIII: LIST OF DOCUMENTS TO BE SUBMITTED BEFORE COMMENCEMENT OF WORK	84
	ANNEXURE-IX: LIST OF DOCUMENTS TO BE SUBMITTED FOR PAYMENT	85
07.	A) FORM OF TENDER/BID (To be submitted in Price Bid in online mode)	86-87
	B) PRICE SCHEDULE (To be submitted in Price Bid)	88-89

# **JAWAHARLAL NEHRU PORT AUTHORITY (JNPA-SEZ)**

## **SECTION NO: 1**

### **(A) NOTICE INVITING TENDER/BID (NIT)**

**Only through Online Mode on GeM Portal: <https://gem.gov.in/>**

### **TENDER/ BID NOTICE**

**Online** Bids (in Two cover system i.e. Technical and Price bid) are invited by JAWAHARLAL NEHRU PORT AUTHORITY, Navi Mumbai from experienced & reputed agencies (Service Providers) who are providing Consultancy Services, fulfilling Minimum Qualifying Criteria as stipulated in this notice for the work of '**Selection of agency to support JNPA SEZ as developer for compliance of SEZ Act provisions and provide advisory services to stake holders of JNPA SEZ**'.

The Online Bid is available on GeM Portal, log on to <https://gem.gov.in/>. Tender/Bid Document having all details is available at the above-referred portal. The Bidder must fulfill the Minimum Qualifying Requirements and other requirements stipulated in the Bid.

#### **1.1 BRIEF REGARDING EVALUATION OF TECHNICAL BIDS:**

The Bidders are requested to note that only those technical bids will be evaluated and compared, which are determined to be responsive. The Technical Bids will be evaluated in two stages as given below:

- i) In the first stage, the Technical Proposal of the Bidder will be evaluated on the basis of their submission of documents for Clause No.1.2 of Section-I: Minimum Qualifying Criteria/Requirements (MQC) viz. registration, average turnover, experience, strength of personnel on payroll, ISO Certification (desirable). The Technical Proposal of only those bids will be considered for further evaluation in second stage, who qualifies the Minimum Qualifying Criteria/ Requirements (MQC) and other requirements stipulated in the bid.
- ii) In the second stage, Technical Proposals will be further evaluated in accordance with Clause No.2.25 Section-II of the Bid for 'Evaluation and Comparison of Technical Bids' based on submitted documents.
- iii) Only those Bidders, whose Technical Proposal's score is 75 or more marks out of 100 marks will only qualify for further consideration.

#### **1.2 MINIMUM QUALIFYING CRITERIA/ REQUIREMENTS (MQC): (First Stage of qualification of technical bid)**

The Bidder must fulfill the following qualifying requirements to consider him eligible for further evaluation in Second Stage:

##### **1.2.1 Financial Criteria:**



The average annual financial turnover of the Bidder during the last three years ending 31 March 2024 shall be at least Rs.1crore (Rupees One Crore only) and at least Rs 30 Lakhs turnover from SEZ Compliance/SEZ Related work. In addition a bidder should have Average Net Worth of Rs 50 Lakhs as on date. The Bidder shall furnish necessary details as per Form-III of the Bid document.

In support of this, the Bidder should submit copies of audited P&L A/c statements and Balance sheets for last 03 Financial Years (FY 2021-22, FY 2022-23, FY 2023-24), showing turnover of at Rs.1crore and at least Rs 30 Lakhs from sez assignment, duly certified by the Chartered Accountant (C.A.) clearly indicating his UDIN Number of document. In addition, the Bidder should have an Average Net Worth of Rs 50 Lakhs as on date net worth, for which certificate issued by the CA shall be submitted along with relevant documents. The details shall also be submitted as per Form-III.

#### **1.2.2 Experience Criteria:**

- The bidder should have Minimum Seven (07) years of experience with SEZ compliances. (Company incorporation Certificate (RoC) should be enclosed)
- The bidder should have Minimum Three (3) projects with reputed SEZ (PAN India). The relevant work order copy has to be enclosed.
- The bidder should also have Experience with Multi product SEZ Developer. The relevant Work order copy to be enclosed

The details shall also be submitted as per Form-VI.

#### **1.2.3 Registration of Firm: Stands deleted**

#### **1.2.4 Strength of Personnel on Payroll: Stands deleted**

#### **1.2.5 ISO Registration: Stands deleted**

#### **1.2.6 No Blacklisting of Firm:**

The bidders' Consultancy firm should not have blacklisted by Government or its agencies including Central/ State Level Public Enterprises from participating in the tenders. The declaration shall be submitted on Firm's letterhead.

The bidder is required to submit documentary evidence in support of pre-qualifying criteria as a part of its techno-commercial bid. The firm, which meets the above criteria, shall only be considered for further evaluation of technical bid in second stage.

**Bidder shall note that SCANNED COPY OF ORIGINAL documents related to MQC shall be uploaded on the GeM portal without fail. Bids will be scrutinized on the basis of uploaded documents only.**

- 1.3 The Bid shall remain valid for acceptance for a period of 90 days from the date of opening of the Bid technical bids. The period of contract for this work is 36 Months (i.e. 03 years)- from the date of commencement of work.

1.4 The Bid documents can be downloaded from GeM portal. Bid Document having all details is available at the URL [HTTPS://GEM.GOV.IN](https://gem.gov.in). The interested parties are required to register themselves on GeM Portal: <https://gem.gov.in>. The Bid documents are required to be submitted only through online mode. Bids in any other manner will be rejected and no correspondence on such matter will be entertained. The intending bidders after obtaining User ID and passwords are required to upload the scanned copies of particulars items.

**1.5 BID SECURITY/ EARNEST MONEY DEPOSIT (EMD):**

An EMD of **Rs.2,00,000/-** (Rupees Eight Lakh Eighty-One Thousand only) shall be submitted in favour of “**Jawaharlal Nehru Port Trust (SEZ)**”. The details of submission of EMD shall be uploaded in Technical Bid.

An EMD can be submitted as per procedure laid down on GeM Portal. OR

An EMD shall be submitted in the form of Demand Draft drawn from any Scheduled/Nationalized Bank in favour of “**Jawaharlal Nehru Port Trust (SEZ)**,” payable at Mumbai and shall reach to the JNPA office on or before the stipulated time & date for opening of the Bids. The EMD in the form of DD shall be submitted alongwith IP.

OR

EMD shall be payable on-line to **Jawaharlal Nehru Port Trust (SEZ)**, on the Bank Account details given below. The Bidder shall submit scan copies of UTR no./receipts while uploading online Bid.

**Name of Bank: Bank of India, NHAVA**  
**SHEVA Account No: 123210110006024**  
**Account Name: Jawaharlal Nehru Port**  
**Trust (SEZ), IFSC Code: BKID0001232**  
**MICR Code: 400013100**

OR

BID SECURITY/ EARNEST MONEY DEPOSIT (EMD) can be submitted in the form of Bank Guarantee as per Proforma enclosed at **Annexure-I**. The EMD in the form of Original BG shall be submitted alongwith IP and shall reach to the JNPA office on or before the stipulated time & date for opening of the Bids.

**The Bid submitted without EMD will be rejected.**

OR

EMD is exempted for only **Micro & Small Enterprises (MSEs) who are in similar field/service** subject to uploading copy of valid Registration certificate issued by Ministry of Micro, Small & Medium Enterprises (MoMSME). In addition, a declaration of MSE firm and bid security shall be submitted as per **Form-XII**. Kindly note that the EMD exemption is not applicable for Medium Enterprises. All MSEs are required to submit valid Registration certificate issued by Ministry of Micro, Small & Medium Enterprises as per Micro/Small status as on date of bid submission. The bid will liable for rejection in case of old MSE registration certificate of different Enterprise category status is submitted for EMD Exemption.

**1.6** Bidders are advised to read the entire document carefully and submit their Bid strictly meeting with the requirements spelt out in the Bid document. Please



note that bidder must submit independent documentary evidence to establish that "MINIMUM QUALIFYING REQUIREMENT" as spelt out in the Tender/Bid notice (NIT) and Bid document is fully met with, irrespective of the fact that bidder might have submitted similar evidence to JNPA in respect of some other works. If bidder's submission is found deficient with reference to the requirements spelt out in the Bid document, it is liable to be rejected. Bidder must read clause "Instruction to Bidder" and submit all relevant information required strictly. Avoid submission of irrelevant papers and vague information. All the required information shall be self-explainable.

- 1.7 At any time prior to the last date for submission of Bids, the employer (JNPA) may for any reason whatsoever, change or modify the Bid documents by amendments. The amendments so carried out will be published on GEM portal only. All the probable Bidders including those who have downloaded the Bid document and submitted pre-bid queries will be responsible to check the GEM PORTAL for Pre-bid replies and take into account the amendments/ Clarifications displayed on the GEM Portal if any while submitting bid. The amendment so carried out will form part of the Bid and shall be binding upon the Bidders. The Employer may at their discretion extend the last date for submission of the Bids to enable the Bidders reasonable time to submit their Bid after taking into consideration such amendments.
- 1.8 Schedule of Bid process is as mentioned on GEM portal.
- 1.9 Validity of Bid: 90 Days from the date fixed for opening the Bid.
- 1.10 **Performance Security:** The successful Bidder shall furnish to the Employer, a Performance Guarantee (PBG) for an amount equivalent to 10% of the Contract Price plus applicable GST (as indicated in LOA/WO), in the form of Bank Guarantee from a Nationalized/ Scheduled Bank having its branch in Mumbai, OR in the form of Insurance Surety Bond OR in the form of Demand Draft (D.D.), within 21 days from the date of issue of Letter of Acceptance (LOA)/award of contract on GeM Portal. The proforma for BG for performance guarantee is given at **Annexure-II** of this bid document.
- 1.11 **Additional Performance Security:** Stands deleted
- 1.12 For detailed e-Bidding process, please refer clause "Instruction to Bidder and online bid submission" of the Bid document. Please read the Section-1, (Step by Step guidelines) to understand the process of e-Bidding which shall be strictly followed also note relevant clauses for opening of the technical bid and price bid respectively. With regard to work experience certificate of works executed to qualify for the work, work order and completion certificate (if completed) or experience certificate (if the project is ongoing) is to be submitted / uploaded.
- 1.13 The Bid document (duly sealed and signed on all pages) along with the credentials in technical bid (Bid No.1) should be submitted online on or before the date mentioned in bid or extension, if any. The filled BOQ should not be submitted along in technical bid neither the quoted price be indicated in technical bid in any form. Any indication of "quoted price" in the technical bid, shall lead to rejection of the bid outright. The quoted Price Bid should be

submitted only online (in the price bid section) as per e-Bidding process. If the bidder's submission is found deficient with reference to the requirements spelt out in the Bid document, it is liable to be rejected.

1.14 Important Notes: -

- (i) Bid documents are to be downloaded from GEM PORTAL by the Bidder; the Bidder is responsible to download Addendums / Amendments / Errata/ Replies to the queries of the Bidder etc., if any, issued by the employer (JNPA), from the portal before submission of the Bid. Any shortfall in submissions of the said Addendums / Amendments / Errata / Replies to the queries of the Bidder etc. along with the downloaded documents while submitting the Bid will result in disqualification of the submitted bid. Incomplete Bid documents observed in technical bid shall be rejected outright.
- (ii) The Bidder should go through the Bid document, Bid procedure and refer the procedure stipulated for bidding.
- (iii) The Bid shall be submitted online strictly in accordance with the Instructions to Bidders, terms and conditions given in the Bid document and GeM Portal.
- (iv) **Tender/Bid document comprises of Bid Specific Additional Terms & Conditions (ATC) along with amendments and GeM General Terms & Conditions (GeM GTC). Terms and Conditions stipulated in this bid document/ ATC will supersede those in GeM GTC in case of any conflicting provisions.**
- (v) The Successful bidder is required to pay the GEM portal charges, if any, as decided by the portal. Bidders are requested to get conversant with portal charges and quote accordingly.

**CHIEF EXECUTIVE OFFICER  
(JNPA-SEZ)**

**(B) IMPORTANT INSTRUCTIONS AND GUIDELINES TO BIDDERS FOR E-BIDDING**

**Bids will be accepted only Through E-Biding Mode (<https://gem.gov.in>)**

**A. INSTRUCTIONS FOR BIDDER:**

- 1) JNPA invites Bids through online/e-Biding only.
- 2) If transactions towards EMD is not cleared by the issuing authorities, then such bidder will not be considered for evaluations, bidder has to ensure the same.
- 3) JNPA will not entertain and will not accept any reasons for non-submission of Bid due to Net Connection Failure/Current Connection Failure and any

other issues while filling the Bid online. Bidder shall initiate action in advance to avoid problems they may face due to failure of Net Connectivity, Power, Bank processes for EMD etc. and entire submission process shall be at their own risk. JNPA-SEZ will not take any liabilities and claims for failure of Network and problem arise during submission of the Bid forms online.

- 4) Bid Document having all details is available at the URL of the e-Bid Portal <https://gem.gov.in>. The interested bidders are needed to register in the above website in order to obtain USER ID & Password first
- 5) The Bid documents are required to be submitted only through e-mode offered on the website <https://gem.gov.in>. Bids in any other manner will be rejected and no correspondence on such matter will be entertained.
- 6) Employer may verify the original documents as submitted in the e-Bidding process.

#### **B. PREPERATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) 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.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

#### **C. SUBMISSION OF BIDS:**

- 1) 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.
- 2) 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.
- 3) The data entered cannot be viewed by unauthorized persons until the time of bid opening.
- 4) The uploaded Bid documents become readable only after the Bid opening by the authorized bid openers.

#### **D. ASSISTANCE TO BIDDERS**

- 1) 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.

- 2) Any queries relating to the process of online bid submission, visit 'Need Help?' section on GEM portal <https://gem.gov.in>.

<b>Contact Person</b>	<b>JNPA:</b> Mr. Sunil Dulange, (PPD - SEZ) Email: <a href="mailto:dulange@jnport.gov.in">dulange@jnport.gov.in</a> , <a href="mailto:jnpsez@jnport.gov.in">jnpsez@jnport.gov.in</a> ; Tel No. 022-67814632/24
	Shri. Milind Chimote, Dy. General Manager (M&EE/SEZ) Email ID: <a href="mailto:milindchimote@jnport.gov.in">milindchimote@jnport.gov.in</a> Tel No.: +91-22-6781 4699
	Shri Niteen Borwankar, CEO, JNPA-SEZ Email ID: <a href="mailto:ceo-sez@jnport.gov.in">ceo-sez@jnport.gov.in</a>
<b>Bidding Portal/ Web site</b>	<b>GEM Portal:</b> <a href="https://gem.gov.in/">https://gem.gov.in/</a> GEM Portal Helpdesk Nos. : Toll Free Numbers (Inbound): 1800-419-3436 / 1800-102-3436 (09:00 am - 10:00 pm Mon to Sat ) Help Desk Outbound Nos. : 07556627270, 0120-6921990 Email: <a href="mailto:helpdesk-gem@gov.in">helpdesk-gem@gov.in</a>

**NOTE:**

All documents uploaded as per "BID SUBMISSION" above, all technical documents should be scanned documents in PDF non- editable formats only. The files submitted in editable format shall not be considered for evaluation. No post bidding requests shall be entertained in this regard.

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## **SECTION: 2 - INSTRUCTIONS TO BIDDERS**

- 2.1 E-Bids in '**Two cover System**' are invited on behalf of JAWAHARLAL NEHRU PORT AUTHORITY (JNPA) from reputed and experienced agencies (Service Providers) for the work of "Selection of agency to support JNPA SEZ as developer for compliance of SEZ Act provisions and provide advisory services to stake holders of JNPA SEZ " by the Chief Executive Officer (JNPA-SEZ), Jawaharlal Nehru Port Authority (JNPA), Admn. Building, Sheva, Taluka-Uran, Dist: Raigad, Navi Mumbai-400 707.
- 2.2 Bidders are requested to kindly send their representative to inspect the site and works involved to execute the subject work and accordingly submit the offer.
- 2.3 For further information, if any, Bidders may contact, Mr. Sunil Dulange, (PPD - SEZ), Email: [dulange@jnport.gov.in](mailto:dulange@jnport.gov.in), [jnpsez@jnport.gov.in](mailto:jnpsez@jnport.gov.in); Tel No. 022-67814632/24, Administration Building, JAWAHARLAL NEHRU PORT AUTHORITY, Sheva, Navi Mumbai - 400 707.

### **2.4 ISSUE OF BID DOCUMENTS:**

- 2.4.1 The Bid Document is available on GeM Portal at <https://gem.gov.in/> as per schedule stipulated in the Bids.
- 2.4.2 Bid document is not transferable under any circumstances.
- 2.4.3 Issue of Bid document will not automatically mean that Bidders are considered qualified for award of works.
- 2.4.4 JNPA does not bind itself to accept the lowest Bid.

### **2.5 COST OF BIDDING/ TENDERING:**

- 2.5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid and the Employer (JNPA) will in no case be responsible or liable for these costs, regardless of outcome of the Bidding process.
- 2.5.2 The Bidder shall bear all costs of visiting the site, collecting the information and for preparing and submitting the Bid. Bidder shall bear all costs for preparation and submission of his Bid. Employer 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 Bid documents may request online to Assistant Manager (SEZ), on email [@jnport.gov.in](mailto:@jnport.gov.in) and for e-Bidding Systems Queries to Help Desk of GeM Portal . The response / clarifications (without identifying the source of Enquiry) will be hosted at GeM Portal. The responsibility to download such information fully lies with the prospective Bidders who have downloaded the Bid documents and these shall form part of Bid documents.
- 2.5.3 Bidder shall bear all costs for preparation and submission of his Bid. Employer 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.

### **2.6 BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)**

- 2.6.1 EMD shall be as stipulated in 'Notice Inviting Tender/Bids (NIT)'

2.6.2 EMD of unsuccessful Bidders will be returned as promptly as possible after Bid validity or award of contract, without any interest. EMD of the successful Bidder will be returned upon the Bidder furnishing required Security Deposit towards Performance Guarantee.

2.6.3 **FORFEITURE OF EMD:** The EMD as submitted by the Bidder will be forfeited, if:

- a) If a Bidder withdraws his Bid during the period of Bid validity. OR
- b) Bidder is found to have submitted false or forged documents. OR
- c) In case of successful Bidder fails to:
  - i. Furnish security deposit within stipulated period and/or
  - ii. Enter into the required contract agreement,
- d) No interest will be payable by the Employer on the EMD amount. In case of forfeiture of the EMD, GST will be applicable.

## **2.7 PRE BID MEETING: Stands Deleted**

2.7.1 Stands deleted

2.7.2 Stands deleted

## **2.8 SITE VISIT: Stands deleted**

2.8.1 Stands deleted

2.8.2 Stands deleted

2.8.3 Stands deleted

## **2.9 CONTENTS OF BID DOCUMENTS :**

The set of Bid document issued by the Employer for the purpose of Bidding includes following together with any amendments issued:

- (i) **Invitation to Tender/Bid.**
- (ii) **Instructions to Bidder.**
- (iii) **Terms & Conditions of Contract.**
- (iv) **Scope of Work.**
- (v) **Forms & Annexures**
- (vi) **Form of Tender/Bid and Price Schedule.**

The Bidder is expected to examine carefully all instructions, conditions, forms, specifications in the Bid documents. Failure to comply with requirements of Bid submission will be at the Bidder's own risk. The Bids, which are not responsive to the requirements of the Bid documents, will be rejected.

The Bid prepared by the Bidder, all documents and correspondence in respect of or in connection with the Bid and the work to be executed hereunder shall be in English Language only.

## **2.10 AMENDMENT OF BID DOCUMENT:**

2.10.1 At any time prior to the deadline for the submission of Bids, the Employer (JNPA) for any reason, whether at his own initiative or in response to Bidder,



may modify the Bid document by an amendment/corrigendum.

- 2.10.2 The amendment in the form of Corrigendum or addendum will be uploaded on GeM portal.
- 2.10.3 The Employer may at his discretion extend deadline for the submission of Bids to enable prospective Bidders to take the amendment into consideration while preparing the Bid.

## **2.11 DOCUMENTS COMPRISING BID :**

The Bid prepared by the Bidder & all correspondence & documents relating to the Bid submission shall be written in the English language. Supporting documents & printed literature furnished by the Bidder with the Bid may be in other language providing they are accompanied by an appropriate translation of pertinent passages in the English language. For the purpose of interpretation of the Bid, the English language shall prevail. The Bid to be prepared by the Bidder shall comprise of the following:

## **2.12 SUBMISSION AND OPENING OF BID:**

- 2.12.1 All recipients of documents for the purpose of submitting a Bid shall treat contents of the documents as private and confidential.
- 2.12.2 The Bid shall be submitted electronically through online mode in Two Bid System i.e.

### **"Technical Bid" and "Price Bid".**

- 2.12.3 The Bids shall be submitted electronically through online mode on the dates scheduled for submission of Bids well before closing time. The Bids received up to the date scheduled for submission of Bids received in all respect up to time scheduled for opening of Technical Bids will only be considered for opening and further evaluation. The Employer may at their discretion extend the date for receiving Bid. Bids received after the aforesaid time and date or the extended time and date, if any, will not be considered.
- 2.12.4 The **Technical Bid** will be opened online at **the time and date scheduled for opening of Bids** in the office the Dy. General Manager (M&EE/SEZ), Admin. Bldg. JNPA, Sheva, Navi Mumbai - 400 707. Bidder or its representative may witness Bid opening process, if they wish so.
- 2.12.5 The **Price Bid** will be opened online, if the Bidder's submission in **Technical Bid** satisfies, fulfills all requirements and the same are found to be responsive to the Employer's (JNPA) Bid requirement. The Price Bid will not be opened, if the Bidder's submission in technical Bid is found to be unacceptable/non-responsive during its scrutiny.
- 2.12.6 The date and time of opening of **Price Bid** shall be fixed later and intimated to all the Bidders whose submissions in **Technical Bid** are found acceptable to enable them to be present at the opening, if they wish so and the **Price Bid** will be opened at the Office of the Dy. General Manager (M&EE/SEZ), Administration Building, JNPA, Sheva, Navi Mumbai - 400 707.
- 2.12.7 **DOCUMENTS TO BE UPLOADED FOR 'TECHNICAL BID' :**

**The Bidder shall submit following documents by uploading electronically for 'Technical Bid' in the following order only:**

- (I) **'Earnest Money Deposit (EMD)'**: The details of Bid Security/EMD shall be uploaded. The Bid submitted without EMD will be rejected. The MSEs in the similar field/service who opt for EMD exemption shall submit copy of MSE Registration Certificate and Form-XII A&B.
- (II) **Form-I: 'Letter of Application'** - on letterhead of Bidder's Firm Duly signed & stamped.
- (III) **Form-II: General Information** - Copies of original document defining the constitutional or legal status/ incorporation, place of registration and principal place of business of the company or firm in support of information furnished in Form-II: General Information.
- (IV) **Form-III: Financial Data** – The details of financial standing shall be submitted along with Reports on audited profit and loss statements for last three years duly certified by the Chartered Accountant, balance sheets and auditor's reports for the past Three years. The financial turnover certificate for the last Three years in support of information furnished in Form-III: Financial Data. The supporting documents should provide information on Average annual turnover of Rs 1 Crores or part thereof in last 3 years and at least Rs 30 Lakhs turnover from SEZ Compliance/SEZ Related work and average Net Worth of Rs 50 Lakhs as on date. These details will be used for evaluating average annual turnover and Financial criteria in MQC. The figures mentioned in the form should match the UDIN attested certificated.
- (V) **Form-IV: CURRENT COMMITMENTS IN HANDS Stands deleted**
- (VI) **Form-V: DETAILS OF SIMILAR WORKS COMPLETED IN PAST**: The list of similar works i.e. project consultancy services completed in past within last 10 years only.-
- (VII) **Form-VI: EXPERIENCE IN SIMILAR WORKS** - Details of experience and past performance of the Bidder for execution of Orders of similar nature i.e. project consultancy services during past ten years to establish the qualification of experience criteria of MQC and Quality based evaluation in First & Second stage of Technical bid evaluation. Scan copies of contracts/work orders, relevant satisfactory performance/completion certificates and TDS certificates shall be submitted.
- (VIII) **FORM-VII: Stands deleted**
- (IX) **Form- VIII: Details of Key Personnel** - Key Personnel for back end support and onsite manpower support who will be involved in administration and execution of the Work till completion shall be submitted. Details of proposed manpower to be deployed in case of award of contract shall be submitted alongwith educational qualification, age and experience.

- (X) **Form-IX: CVs of proposed manpower each Key Personnel i.e.** proposed manpower to be deployed in case of award of contract.
- (XI) **Form-X:** Firm's ISO 9001 Certificate- Desirable
- (XII) **FORM-XI: Details of Valid EPF Registerayion NumberStands deleted**
- (XIII) **Form-XII:** In **case** of bidder opts for exemption of EMD and benefits of preference under MSE (Micro, Small Enterprises) Policy, declaration in Form-XII(A) and Bid Security Declaration in Form-XII(B) shall be submitted alongwith scan copy of MSE Registration certificate in similar field/service.
- (XIV) **Form-XIII:** A certified scan copy of the Power of Attorney shall be submitted in accordance with the clause no. 2.14 of this Bid Document along with copy of Memorandum of Incorporation/Articles of association of the firm. The proprietary firm shall submit the declaration on his firm's letterhead along with proof of proprietary firm from Chartered Accountant.
- (XV) **Form-XIV: NEFT/RTGS Mandate form** shall be submitted. This form is essential for refund of EMD.
- (XVI) **Form-XV: Integrity Pact (IP) :** In accordance with Clause No. 2.27 of the Bid, Integrity Pact (IP) shall be submitted as per **Form-XV**. Scan copy of IP shall be uploaded and Original IP shall be submitted at JNPA office before time scheduled for opening of bid.
- (XVII) **Acceptance of all the 'Terms and Conditions' and Scope of Work:** The Bidder shall submit the declaration on firm's letterhead confirming acceptance of all the 'Terms and Conditions' and Scope of Work as stipulated in 'JNPA's Bid.
- (XVIII) **Current Litigation:** Detailed Information regarding current litigation/s, if any, shall be submitted on company letterhead. In case of No Litigation, the same shall be also submitted on the company letterhead.
- (XIX) **Declaration on non-debarment:** The Bidder shall submit a declaration on company letterhead that he has not been debarred by any Government undertaking / agency /Public Sector Undertaking from participating in the Bid.
- (XX) The Bidder shall submit DD/BG of EMD/ documents for EMD Exemption and Integrity Pact in original in sealed envelope superscribing envelope with Name of work and Bid Number at following address before the time & date of opening of Bid:

The Dy. General Manager (Materials/SEZ),  
Jawaharlal Nehru Port Authority (JNPA), Administration Building,  
Sheva, Navi Mumbai – 400707. Tel: 022- 6781 4206/4211/5122.

- (XXI) **IMPORTANT:**

- a) All scan copies shall be taken of original documents only. In case of any photocopied document in 'Technical Bid' should be signed on all the pages and stamped with firm's seal.
- b) **THE BIDDER SHALL FURNISH/ SUBMIT ORIGINAL DOCUMENTS FOR VERIFICATION, WHENEVER DEMANDED BY JNPA.**

2.12.8 **'PRICE BID' contains 'FORM OF TENDER/ BID and 'PRICE SCHEDULE':** The Bidder shall note the following:

- (i) The Price Bid/Form of Tender/ Bid shall be free from any errors and corrections
- (ii) It is very much essential to quote the Prices only in the "Price Bid". Disclosure/indication of the Price in the Technical Bid shall render the Bid disqualified and rejected.
- (iii) It is very much essential to upload 'FORM OF TENDER/ BID' and quote prices in 'PRICE SCHEDULE' only in the "Price Bid". Submission of the same in the Technical Bid shall render the Bid disqualified and rejected. It is necessary to submit 'FORM OF BID' in Price Bid duly properly and completely filled in, without which the Bid will be rejected.

2.12.9 Recipients of documents for the purpose of submitting a Bid shall treat contents of the documents as private and confidential.

2.12.10 The Bid of any Bidder who has not complied with one or more of the foregoing instructions may not be considered.

2.12.11 The offers in Telegraphic, Telex, cable or physical document mode will be treated as defective, invalid and rejected. Only detailed complete & ONLINE offers THROUGH GEM PORTAL received prior to the closing time & date of the Bid will be taken as valid.

2.12.12 The Employer will examine the Bids to determine whether they are complete, whether requisite Bid securities have been furnished, whether the documents have been properly signed and whether the Bids are done in order.

2.12.13 Failure to comply with requirements of Bid submission will be at the Bidder's own risk. Bids, who are not responsive to requirements of the Bid Documents, will be rejected.

2.12.14 The Bid shall be submitted in ONLINE MODE ON GEM PORTAL ONLY.

**2.13 BID VALIDITY:**

The Tender/Bid shall remain valid and open for acceptance for a period stipulated in 'Invitation to Bid', from the date fixed for opening the same. The Employer reserves their right to extend the period of validity for a specific time. The request and the response thereto, shall be made in writing through declared e- mail/fax. The Bidder will have an option to refuse the request without forfeiting his Bid security. However, in the event of the Bidder agreeing to the request, he will not be permitted to modify his Bid. In the event of the Bidder agreeing to the extension, the Bidder shall correspondingly extend the validity of his Bid security.

**2.14 FORMAT AND SIGNING OF BIDS:**

- 2.14.1 If proprietary firm makes the Bid, it shall be signed by proprietor above his full name and the full name of his firm with its present address.
- 2.14.2 If a firm in Partnership makes the Bid, a partner holding power of Attorney for the firm shall sign it. A certified copy of the power of Attorney shall accompany the Bid. The certified copy of the Partnership Deed, present address of the firm and full name and current addresses of Partners of the firm shall also accompany the Bid.
- 2.14.3 If the Bid is made by Limited Company, duly authorized person shall sign the Bid. A certified copy of authorization letter/Board Resolution shall accompany the Bid.
- 2.14.4 The original and copies of the Bid shall be typed or written in indelible ink and shall be signed by the person who is duly authorized in writing by or for and on behalf of such firms. Certified copy of Power of Attorney shall be enclosed along with the Bid.
- 2.14.5 The person or persons signing the Bid shall initial all pages of the Bid where entries or amendments have been made.
- 2.14.6 Complete Bid shall be without alteration or except those to accord with instructions issued by the Employer or as necessary to correct made by the Bidder, in such case, corrections shall be initialed by the person or persons signing the Bid.
- 2.14.7 Submission of Bid by the Joint Venture firm is not allowed for this Bid.  
(Stands deleted)

## **2.15 LATE BID:**

No delay on account of any cause will be entertained towards the late submission of Bid/inability to uploading of Bid due to any reason within prescribed time limit.

## **2.16 MODIFICATION AND WITHDRAWAL OF BIDS:**

- 2.16.1 A Bidder may modify or withdraw his Bid after the submission of Bid provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline prescribed for submission of Bids.
- 2.16.2 Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as mentioned in sealing and marking of Bid above. A withdrawal notice may also be sent by fax/e-mail but shall be followed by a signed confirmation copy sent by Post and shall reach not later than the deadline for the submission of Bids.
- 2.16.3 No Bid will be modified subsequent to the deadline for the submission of Bid.

## **2.17 BID OPENING:**

- 2.17.1 On the date and time as stipulated in 'Invitation to Bid', following procedure will be adopted for opening of Bids online.
- 2.17.2 The **TECHNICAL BID** of all the Bidders will be opened by the representative of the Dy. General Manager (M&EE/SEZ) at JAWAHARLAL NEHRU PORT

AUTHORITY, Administration Building, Sheva, Navi Mumbai - 400 707, in the presence of Bidders, who have submitted the Bids or their authorized representatives, who may wish to remain present. The Bidder's general technical details, the presence of requisite Earnest Money and such other details as the Employer at their discretion may consider appropriate, will be announced at the time of Bid opening.

- 2.17.3 The **PRICE BID** shall be opened if the Bidder's submission in TECHNICAL BID satisfies and includes all requirements and the same are found acceptable to the Employer/JAWAHARLAL NEHRU PORT AUTHORITY. The PRICE BID will not be opened if the Bidder's submission in TECHNICAL BID is found to be unacceptable/non-responsive during its scrutiny.
- 2.17.4 The PRICE BID will be opened online on a date & Time to be fixed later and intimated to all the Bidders whose submissions in Technical Bid are found acceptable, to enable them if they wish to be present at the opening. the **PRICE BID** will be opened at the Office of Dy. Deputy Manager (SEZ), JAWAHARLAL NEHRU PORT AUTHORITY, Administration Building, Sheva, Navi Mumbai - 400 707.
- 2.17.5 Conditional Bid will be rejected out-rightly considering it as non-responsive offer. Also the Bid may be liable to be rejected outright, if while submitting it:-
- a. the Bidder proposes any alteration in the work specified in the Bid or alteration in time allowed for completing the works or put any other unacceptable conditions.
  - b. the Bidder does not fill and sign duly witnessed in the spaces provided in the Tender/Bid Form.

## **2.18 PROCESS TO BE CONFIDENTIAL:**

- 2.18.1 After the public opening of Bids, information relating to the examination, clarifications, evaluation and comparison of Bids and recommendations concerning Award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.
- 2.18.2 Any effort by Bidders to influence the Employer in the process of finalization of Bids may result in the rejection of the Bidder's Bid.

## **2.19 CLARIFICATION OF BIDS:**

- 2.19.1 To assist in the finalization of Bids, the Employer may ask the Bidder individually clarification of their Bid limited to submitted documents against the offer only. No additional documents other than the submission made on-line will be allowed.
- 2.19.2 The request for clarification and the response shall be in writing by email or fax. But no change in the prices or substance of the Bid required confirming corrections or arithmetical errors discovered by the Employer during the evaluation of the Bid.

## **2.20 DETERMINATION OF RESPONSIVENESS:**

- 2.20.1 The Employer will determine whether each Bid is responsive to the requirements of the Bid Documents prior to detailed evaluation of Bids.
- 2.20.2 Responsive Bid is one, which conforms to all terms and conditions and



specifications of the Bid documents without material deviations or exclusions, qualifications, conditions stated, assumptions not solicited.

- 2.20.3 The bid has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall inter alia include a provision to bind the Bidder to settlement of disputes clause;
- 2.20.4 The bid is accompanied by the required Bid security and;
- 2.20.5 The bid is responsive to the requirements of the Bidding documents.
- 2.20.6 The Bidder shall submit a certificate in the Bid schedule in the Technical Bid that he has not incorporated any conditions in the Financial Bid and in case any conditions are specified in the financial bid his Bid will be rejected without making any further reference to him.
- 2.20.7 If the Bid is not responsive to the requirements of the Bid documents, it will be rejected by the Employer and may not subsequently be made responsive by the Bidder by correcting of non-conformity.

## **2.21 CORRECTION OF ERRORS :**

- 2.21.1 The Employer for any arithmetical errors in computation and summation will check Bids determined to be responsive.
- 2.21.2 Where there is a discrepancy between amounts in figure and words, the amount in words will be governed.
- 2.21.3 Where there is a discrepancy between unit price and the total amount derived from the multiplication of the unit price, the per unit price as quoted will normally govern, unless in the opinion of the Employer there is obviously gross-misplacement of the decimal point, in the unit price, in such event, the total amount as quoted will govern.
- 2.21.4 If the Bidder does not accept the correction of errors as outlined above, his Bid will be rejected.

## **2.22 FIRM PRICE:**

The Prices quoted by the Bidder shall be inclusive of all taxes, duties, charges, entry tax, work contract tax, cess, octroi if any etc.

## **2.23 JNPA's right to annul the bidding process:**

- a) Notwithstanding anything contained in this Bid document, JNPA reserves the right to annul the bidding process at any time without any liability or any obligation for such annulment, without assigning any reason.
- b) JNPA reserves the right to invite revised Technical Bids and / or revised Financial Bids from Bidders with or without amendment of the Bid document at any stage, without liability or any obligation for such invitation and without assigning any reason.
- c) JNPA reserves the right to reject any Bid if at any time, a material misrepresentation is made or uncovered OR the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Bid.

**2.24 CRITERIA FOR EVALUATION OF BIDS:**

- 2.24.1 Technical Bid shall be opened online in front of the representatives of the Bidders if any, who wish to be present in the office of the Dy. General Manager (M&EE/SEZ), JAWAHARLAL NEHRU PORT AUTHORITY, SHEVA, NAVI MUMBAI on the date and time fixed for opening of the online Bids.
- 2.24.2 Technical Bid will be scrutinized to ascertain whether the Bidder fulfills the requirements as stipulated in the Bid document. The Bidder who do not fulfill the basic Bid requirements will be treated as non-responsive and may not be considered for further evaluation.
- 2.24.3 The Technical Bids shall be thereafter scrutinized for responsiveness. A Bid shall be treated as substantially responsive which meets the important requirements of the Bid document without major deviation.
- 2.24.4 Conditional offers shall be liable for rejection.
- 2.24.5 Comparison and Evaluation of Technical and Price Bids shall be carried out based on the evaluation criteria mentioned for the same.

**2.25 EVALUATION AND COMPARISON OF TECHNICAL BIDS:** The Employer will evaluate and compare only the Technical Bids determined to be responsive. Following shall be criteria for evaluation of Technical Bids:

- 2.25.1 In the first stage, the Technical Proposal will be evaluated on the basis of Bidder's turnover, experience, Manpower strength. The bidders are required to submit the relevant documents in support of the MQC criteria of bid.
- 2.25.2 In the second stage, the Technical Proposal of only those Bids will be considered for further evaluation as per scoring criteria, who qualifies the Minimum Qualifying Criteria/ Requirements (MQC) in the Clause No. 1.2 stipulated in the Bid. After that Only those Bidders whose Technical Proposals score is 75 marks or more out of 100 shall qualify for further consideration.
- 2.25.3 The Scoring Criteria to be used for evaluation shall be as follows:-

Eligibility criteria	Total Marks	Break-up Marks –Evaluation of eligibility criteria for consultant/ agency	
<b>a. Financial criteria</b>	30	20	Average annual turnover of Rs 1 Crores or part thereof in last 3 years and at least Rs 30 Lakhs turnover from SEZ Compliance/SEZ Related work
		10	Average Net Worth of Rs 50 Lakhs as on date
<b>b. Technical criteria</b>	70	20	Minimum Seven (07) years of experience with SEZ compliances
		15	Minimum Three (3) projects with reputed SEZ (PAN India)
		10	Experience with Multi product SEZ Developer
		10	Experience and Qualification of Team leader
		08	Experience and Qualification of Accounting and finance support with 4 each.

Eligibility criteria	Total Marks	Break-up Marks –Evaluation of eligibility criteria for consultant/ agency	
		07	Experience and Qualification of SEZ executives with 3.5 each.
<b>Total (A)+(B)</b>	<b>100</b>		

Note 1: It is mandatory to submit supporting documents for above qualification criteria i.e Completion certificate and Work order.

The documents submitted should have CA attested certificates with UDIN number.

Note 2: Repetition of projects across the category is permitted.

- 2.25.4 Short-listing of Bidders: of the Bidders, whose technical score is equal to or more than 75 points shall be pre-qualified and short- listed for opening of their price-bid. However, if the number of such pre- qualified Applicants is less than two, the Port Authority may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 75 points even if such Applicant(s) do(es) not qualify in terms of Clause 2.25.3; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed three.

## 2.26 **OPENING OF PRICE BIDS & EVALUATION:**

- 2.26.1 The Bids, which are found to be in conformity with Bid requirements and are considered substantially responsive, will be considered for opening of Price Bid.
- 2.26.2 The Bidders found to be qualified and responsive will be informed about the date and time of opening of their Price Bids. On the stipulated date and time, the Price Bids of such Bidders will be opened in the presence of authorized representatives of such Bidders who wish to remain present.
- 2.26.3 Comparison and Evaluation of Price Bids shall be carried out based on the total amount for 03 years' contract quoted by the Bidder as against the total estimated cost. The Bidders are requested to quote realistic rates.
- 2.26.4 The lowest bidder has to submit detailed Price Justification for quoted prices. In case of the L-1 bidder could not justify the quoted prices, his bid will be rejected and subsequent lowest bidder (L-2) will be asked for Price Justification. In case of the L-2 bidder also could not justify the quoted prices, his bid will be rejected and subsequent lowest bidder (L-3) will be asked for Price Justification and so on.
- 2.26.5 The Bidder whose Technical Bid and Price Bid is found to be responsive as per Technical and Financial evaluation and/or beneficial to the JNPA- SEZ will be considered for award of Contract. The contract shall be awarded based on the overall lowest offer derived from the total amount quoted for 3 years' contract and the price justification submitted is acceptable.
- 2.26.6 In case, the quoted amount of two or more Bidders is same and also the lowest, then L-1 will be determined through mandated process of Reverse Auction (RA) on GeM Portal.

2.26.7 **MSE Preference Policy of Govt. of India [Clause No. 1.9.1 (viii) of Manual for Procurement of Consultancy & Other Services]:**

In case of Bid item cannot be split or divided etc., the MSE quoting a price within the band L1+15%, where L1 is other than MSE and MSE brings down their price to L1 price, may be awarded for full/ complete contract to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs. The bidders are required to apply and submit their bid as MSE Bidder uploading valid MSE certificate on Portal to avail the benefits of this policy. In case the bidder does not apply under MSE category on GeM portal and submits only MSE certificate, their bid will be considered as Non-MSE bid.

- 2.26.8 The JNPA-SEZ Authority will determine whether the Financial Proposals are complete, qualified 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 firm to be compensated and the liability to fulfil its obligations as per the scope of work within the total quoted price shall be that of the Consultant.

**2.27 INTEGRITY PACT:**

**INTEGRITY PACT IN JAWAHARLAL NEHRU PORT AUTHORITY:**

The Central Vigilance Commission (CVC) has been promoting integrity, transparency, equity and competitiveness in transactions by various organizations of the Government of India. Public procurement is an area of concern for the CVC, and many steps have been taken to put proper systems in place. In this context, Integrity Pact (IP), a tool conceptualized and promoted by Transparency International, an international NGO, aimed at preventing corruption in public contracting, has been found useful. It has been decided by Ministry of Shipping that all organizations under the Ministry will implement IP. IP should cover every Bid / procurement above a specified threshold value. The threshold value of contracts / procurements / transactions incorporating IP would be such that it covers 90% by value of all contracts / procurements / transactions of the organization in the last 3 years. Presently the threshold is fixed as Rs.1.00 crore. IP essentially envisages an agreement between prospective vendors / bidders, and Jawaharlal Nehru Port Authority, committing the persons / officials of both sides not to resort to any corrupt practice in any aspect of the contract at any stage. Only those vendors / bidders, who commit themselves to IP with JNPA, would be considered competent to participate in the bid process. Any violation would entail disqualification of the bidders and exclusion from future business dealings. IP, in respect of a particular contract should cover all phases of the contract, from the stage of Notice inviting Bid (NIT) / pre-bid stage, till the conclusion of the contract, i.e. final payment or the warranty / guarantee period. IP would be implemented through Independent External Monitor (IEM), who are eminent persons appointed by the organization, with approval of CVC. The term of appointment for an IEM would be 3 years. Name of the IEM will be mentioned in NIT. The IEM would review independently and objectively assess, as to whether and to what extent parties have complied with their obligations under the IP. IEM would have access to all contract documents, whenever required. The bidders may raise disputes / complaints if any, with the IEM. The IEM

would examine complaints received by them and give their recommendations / views to the Chairman of Port Trust. Recommendations of IEM would be in the nature of advice and would not be legally binding. Their role is independent in nature and the advice once Bided would not be subject to review at the request of the organization. Ms. Smita Srivastava, IRS (Retd) has been appointed IEM by JNPA from 2024.

Draft condition to be incorporated in the Draft Bid papers:

- i) Then bidder has to execute Integrity pact agreement with JAWAHARLAL NEHRU PORT AUTHORITY (As per **FORM-XV**). Ms. Smita Srivastava, IRS (Retd) has been nominated as Independent External Monitor (IEM) for Integrity Pact whose address is as under:  
Address: Flat 9B, Shatabdi Vihar, Plot E-15, Sector-61, Gautam Budha Nagar, NOIDA – 201307 (UP) Mob. No. +91 90138 53676.  
Email: smitasrivastavairs@gmail.com
- ii) Scanned copy of Pre-Contract Integrity Pact Agreement (As per **FORM-XV**) shall be uploaded along with the bid. Original hard copy of Pre-Contract Integrity Pact Agreement shall be submitted by post or hand delivery immediately before the time & date scheduled for opening Bid failing which Bid shall be considered irrelevant. The original Integrity pact shall be submitted at 'Office of the Dy. General Manager (M&EE/SEZ) Jawaharlal Nehru Port Authority (JNPA), Administration Building, Sheva, Navi Mumbai – 400707, Tel: 022- 6781 4206.
- iii) The PROFORMA OF INTEGRITY PACT available at FORM-XVI is an integral part of the Bid document and all bidders have to execute the same and upload online and submit the original during bid submission. In case a bidder does not execute the integrity pact, his bid shall be liable for rejection.

## **2.28 PERIOD OF CONTRACT:**

Contract period for this work will be 03 Years (36 Calendar Months) from the date of date of award of contract excluding mobilization period of 30 days.

## **2.29 NOTIFICATION OF AWARD:**

- 2.29.1 Prior to the expiry of the period of Bid validity prescribed by the Employer, the Employer will notify the successful Bidder through GeM Portal that his Bid has been accepted. The contract generated on GeM Portal (Hereinafter called as Letter of Award) shall name the sum, which the Employer will pay to the Consultant in consideration of the execution, completion and guarantee of the executed Work by the Consultant as prescribed by the Contract (hereinafter called Contract price).
- 2.29.2 Letter of Award will constitute the formation of Contract.
- 2.29.3 The successful Bidder shall take printouts of 'Original Bid Document' as issued to them by JNPA through GeM Portal and shall submit the same with all pages duly signed by the Bidder with firm's seal in token of acceptance of 'Terms and Conditions' of JNPA's Bid.



2.29.4 The Employer will not entertain any further correspondence from the unsuccessful Bidders.

### **2.30 PERFORMANCE GUARANTEE:**

2.30.1 The Consultant shall furnish to the Employer, a Performance Guarantee (PBG) for an amount equivalent to 10% of the Contract Price (plus applicable GST, if contract price exclusive of GST) as indicated in Contract, in the form of Bank Guarantee from a Nationalized/ Scheduled Bank having its branch in Mumbai, OR in the form of Insurance Surety Bond OR in the form of Demand Draft (D.D.), within 21 days from the date of award of contract on GeM portal. The obtaining of such guarantee and the cost of guarantee to be so entered into shall be at the expense in all respects of the Consultant.

2.30.2 Performance Guarantee (PG) be submitted in the form of Bank Guarantee (B.G), from any Nationalized/ Scheduled Bank, having its branch in Mumbai. The format of BG is available in the Bid. The validity of the bank guarantee shall be contract period plus a claim period of six months. The BGs shall be extended suitably by the Consultant in case of any delay in execution of work. This BG shall be extendable suitably in case the contract is being extended.

2.30.3 Failure of the successful Bidder to submit the required Performance Guarantee may constitute sufficient grounds for termination of the Contract.

2.30.4 The BG submitted towards performance guarantee will be returned to the Consultant on completion of contract period of the work to the satisfaction of employer within 30 days from the date of successful completion of contract on receipt of an application from the Consultant.

2.30.5 JNPA will be entitled to en-cash and forfeit the Bank Guarantee (BG) deposited by the Consultant to the Port, in any of the following events:

- a) In case of failure on the part of the Consultant, at any time, during the continuance of this contract, to comply with any of the conditions herein contained.
- b) In case of any breach of contract, or
- c) After Service provided by the Consultant during the period of contract is found to be unsatisfactory in the opinion of Officer-In-Charge and JNPA.

2.30.6 Stands deleted

### **2.31 FRAUD AND CORRUPT PRACTICES:**

The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Port shall reject the Bid without being liable in any manner whatsoever to the bidder, 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 (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and



damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Bid, including consideration and evaluation of such Bidder's Proposal. Such Bidder shall not be eligible to participate in any Bid or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Clause, 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 action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, 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 the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or
- (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Consultant/ adviser of the Authority in relation to any matter concerning the Project;

b) **"Fraudulent practice" means** a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

c) **"Coercive practice" means impairing** or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

d) **"Undesirable practice" means**

- (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection 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 Selection Process.

**2.32 REJECTION OF BID:**

Any Bid not conforming to the foregoing instructions will not be considered. The



Employer does not bind himself to accept the lowest or any Bid and has the right to reject any Bid without assigning any reason thereof. No representation whatsoever will be entertained on this account.

**2.33 SITE INFORMATION: Stands deleted**

- 2.33.1 Stands deleted
- 2.33.2 Stands deleted
- 2.33.3 Stands deleted
- 2.33.4 Stands deleted
- 2.33.5 Stands deleted
- 2.33.6 Stands deleted
- 2.33.7 Stands deleted

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## **SECTION: 3 - CONDITIONS OF CONTRACT**

### **3.1 DEFINITIONS:**

In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- 3.1.1 **"Employer"** means Board of Trustees of Port of Jawaharlal Nehru a body corporate constituted under the 'The Major Port Authorities Act, 2021, by notification No. CG-DL-E-18022021-225265 dated 18.02.2021 issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Executive Officer (JNPA-SEZ) or Officer-In-Charge or any other officers so nominated by the Board.
- 3.1.2 **'Contractor' or 'Consultant' or 'Project Support Consultant (PSC)'** means the person or persons, firm, corporation or company whose Bid has been accepted by the Employer and includes the Consultant's servants, agents and workers, personal representatives, successors and permitted assigns.
- 3.1.3 **"Contract"** means and includes Bid Documents, Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract & Scope of Work and Schedules etc., any amendments thereto, Bid, Letter of Acceptance/GeM Contract and the Contract Agreement.
- 3.1.4 **"Contract Price"** means the sum named in the Bid subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained.
- 3.1.5 **"Specifications"** means the specification referred to in the Bid documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Employer.
- 3.1.6 **"Drawing"** means the drawings prepared by Employer and attached to Bid Document, if any.
- 3.1.7 **"Site"** means the land and other areas where the supplied material is to be installed or work to be carried out and as identified by the Employer for the purpose of contract.
- 3.1.8 **"Officer-In-Charge "** means an officer of JNPA to be In-charge of works of this Bid as nominated by the Chief Executive Officer (JNPA-SEZ).
- 3.1.9 **"Work"** means the work to be executed in accordance with the contract as described in the scope of work and as per Technical Specifications including modified, extra and additional work to be executed under the contract and as per other documents forming part of Bid Document.
- 3.1.10 **"Approved/Approval"** means the approval in writing.
- 3.1.11 **Singular and Plural:** Words importing the singular only also include the plural and vice versa where the context requires.

### **3.2 HEADINGS OR NOTES:**

The headings and marginal notes in these conditions of contract and instructions to Bidder or elsewhere in the Bid shall not be taken to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

### **3.3 PERIOD OF CONTRACT:**

The mobilization period for this work is 30 days from the date of award of contract. Contract period for this work will be 03 Years (36 Calendar Months) from the date of date of award of contract excluding mobilization period of 30 days. The successful Bidder shall accordingly plan for deployment of all resources well in advance.

#### **3.4 CARE AND DILIGENCE:**

The Consultant shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the Employer for the properly, efficiently and effectively carrying out of their duties.

#### **3.5 SIGNING OF AGREEMENT:**

Upon the receipt of the notification of award by the successful Bidder, the successful Bidder shall prepare a draft of the contract agreement **and** submit the same to the Employer within seven days of the date of receipt of notification of award. The Employer shall return the draft duly approved within ten days from the receipt of the draft and the successful Bidder shall get the same engrossed, have the correct amount of stamp duty adjudicated **by Superintendent of Stamps, Mumbai and thereafter return the same duly signed and executed on behalf of the successful Bidder**, all at his own cost within ten days from the receipt of the approved draft.

#### **3.6 CONFIDENTIALITY CLAUSE:**

Except with the prior written consent of JNPA, the Consultant/vendor/ Consultant and its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Project execution or the Services rendered, this Contract or JNPA's Business or Operations nor shall the Consultant/vendor/Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the services. Also, during execution of contract, it is necessary to sign a Non-disclosure agreement (as per format to be provided in the bid document) between the firm's authorized official (Consultant) and respective Head of Department of JNPA (Employer).

#### **3.7 PREPARATION OF COPIES FOR THE CONTRACT DOCUMENTS:**

Upon signing the contract agreement, the Consultant shall make **Three copies** of contract document in hardbound cover, which shall comprise all the documents used in contract/Agreement and provide the same to the Employer at no extra cost. Soft copies of contract document shall be submitted through email as well as in Pen Drive.

#### **3.8 ASSIGNMENT AND SUBLETTING:**

The Consultant organization shall not appoint any Sub-company/Sub-Agency to carry out any obligation under the contract.

The Consultant shall not sub-let the works or any part thereof without the written permission of the Employer nor assign his right and interest in these presents nor assume a fresh partner or partners nor dissolve the partnership at present existing between him in reference to this contract without the written permission of the Employer and such consent, if any, given shall not relieve the Consultant from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any Sub- Consultant or his servants, agents or workmen as fully as if they were the acts, defaults or neglects of the Consultant provided always

that the provisions on labour or a piecework basis shall not be deemed to be a sub-letting under this clause.

### **3.9 ACCESS TO SITE:**

The Consultant shall obtain prior permission of the Employer before any person not directly connected with the works visits the site.

### **3.10 ENVIRONMENTAL CONTROLS: NA**

All site operations should be so controlled as to minimize pollution to the seawater through surface drainage. All oil and greasy wastes should be collected in a trap and disposed away and should not be let into the seawater.

### **3.11 TRANSPORTATION AND PLANT & EQUIPMENT:**

Consultant shall at his own costs and expenses provide transportation to all Manpower, labour and equipments, material to be used for executing the contract.

### **3.12 WORKMANSHIP:**

All the works shall be executed in the best and most substantial workmanship like manner in accordance with particulars contained in or implied by the Scope of work.

### **3.13 EMPLOYER'S LIEN:**

The Employer shall have a lien on and over all or any moneys that may become due and payable to the Consultant under this contract or any other contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by the Employer to the Consultant either alone or jointly with another or other and either under this contract or under any other contracts or transaction of any nature whatsoever between the Employer and the Consultant.

### **3.14 BRIBES, COMMISSION:**

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Consultant or his partner, agent or servant or anyone on his or

their behalf to any officer, servant, representative or agent of the Employer or to any person on his behalf in relation to the obtaining or to the execution of this or any other contract or with the Employer shall in addition to any criminal liability which he may incur subject to the Consultant to the cancellation of this and all other contracts with the Employer and the Consultant shall be liable to pay to the Employer such sum or sums which they may have to incur or suffer as and by way of loss or damage as a result of such cancellation. The Employer shall be entitled to deduct the amount so payable by the Consultant from any money otherwise due to the Consultant under this or any other contract or from any amount lying with them or under their control. Any question or dispute as to the commission of any offense under the present Clause shall be settled by the Employer in such manner and on such evidence or information as they shall think fit and consider sufficient and their decision shall be final and conclusive.

### **3.15 EXECUTION**

The Consultant shall in consideration of payments to be made to him as hereinafter provided execute and do the works set-forth as described in the scope of work including any amendments or additions or alterations or changes thereto.

**3.16 DEFAULT OF CONSULTANT:** If the Consultant makes any default or on the happenings of anyone or more of the following events that is to say:

- 3.16.1 If the Consultant without reasonable cause abandons the contract OR
- 3.16.2 Stands deleted
- 3.16.3 Fails to proceed regularly and diligently with the work OR
- 3.16.4 The Consultant has become insolvent OR
- 3.16.5 The Consultant gone into liquidation or passed the resolution for winding up OR
- 3.16.6 Upon winding up order being passed by the Court or a Receiver or manager is appointed in respect of any of the property of the Consultant OR
- 3.16.7 Fails to complete all or any part of the works during the time specified for completion of the contract or such extended time as may be granted by the Employer OR
- 3.16.8 His omission or negligence or neglect or default or failure to comply with any of the conditions of the contract. The Employer may after giving a notice of One month terminate the contract and en-cash the performance guarantee if the performance of the Consultant is found unsatisfactory.

**3.17 EXIT CLAUSE:**

The contract may be closed from either side **with one month notice** without assigning any reason.-

**3.18 TERMINATION OF THE CONTRACT BEFORE NORMAL VALIDITY.**

- 3.18.1 JNPA-SEZ reserves the right to terminate the contract by **servicing one-month** advance notice in case of repeated poor performance/response by the Consultant. Such poor performance/response will be recorded and intimated to the Consultant in writing.
- 3.18.2 In case Consultant commits defaults in terms of the agreement other than those specified warranting cancellation without notice, it shall be lawful for the employer (JNPA-SEZ) to issue a notice of termination of the contract by giving 15 days' time to Consultant. Consultant can make a representation during the notice period and takes steps to remedy the defaults and if employer is satisfied with the same, employer can take decision to withdraw the notice. The agreement shall automatically terminate on expiry of the notice period if same is not withdrawn by employer.
- 3.18.3 In case of termination of the contract the employer may take actions such as encashment of performance security and administrative actions etc.

**3.19 INDEMNITY**

Notwithstanding that all reasonable and proper precautions may have been taken by the Consultant at all times during the execution of the work, the Consultant shall indemnify and keep indemnified the Employer against all losses and/or damages suffered by the Employer arising out of the contract either to the works or any other property belonging to the Employer or other works or to the lives, persons or properties of the others arising directly or indirectly as a result of any acts or omission or failure or negligence or neglect or default on the part of the Consultant or any Sub-Consultant/s, his/their servants, agents or workmen or the failure on the part of Consultant to fulfill statutory obligations or omission on behalf of contractor to fulfill compliance of any law or Act.



In case of mishap of the on-site staff of Consultant, the compensation or risk over to be ensured with relevant insurance cover by Consultant and JNPA is indemnified from such compensation if any. It is required to have professional indemnity insurance as per Government norms.

### **3.20 DISPUTE BETWEEN THE CONSULTANT AND EMPLOYER:**

- 3.20.1 Any dispute or difference or claims of any kind arises between the Employer and the Consultant in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with arising out of this Agreement, whether before or after the termination of this Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.
- 3.20.2 In case any dispute is not resolved amicably as provided in Clause 3.21.1, the Consultant shall refer the matter to the Chairman, JNPA alongwith all particulars and documents.
- 3.20.3 **CONCILIATION:** In case any dispute is not resolved amicably as provided in Clause 3.21.1 and 3.21.2, the Consultant may agree to refer the matter to conciliation & settlement committee established by the Employer as per provisions contained in Part-II of the Arbitration & Conciliation (Amendment) Act, 2015 (the Conciliation & Settlement Committee). The standard operating procedures for conciliation and settlement of disputes through the conciliatory process and the constitution of the committee shall be contained in the policy guidelines issued by the Employer on the subject, which shall be in alignment with provisions contained in Sections 63 & 64 of the Arbitration & Conciliation (Amendment) Act, 2015. In case the recommendations/decision of the committee is not acceptable to the Consultant, it shall be free to refer the dispute to arbitration in accordance with the provisions of Clause 3.21.4.
- 3.20.4 **ARBITRATION:** Any dispute is not resolved amicably as provided in Clause 3.21.1, 3.21.2 and 3.21.3, shall be referred to the Society for Affordable Redressal of Disputes - Ports (SAROD-Ports). The dispute shall be dealt with in terms of Rules of SAROD-Ports. The detailed procedure for conducting Arbitration shall be governed by the Rules of SAROD-Ports and provisions of Arbitration & Conciliation Act, 1996, as amended from time to time. The dispute shall be governed by Substantive Law of India.

### **3.21 LABOUR: Stands Deleted**

### **3.22 Workmen's Compensation**

- 3.22.1 The Consultant shall at his own expenses obtain such insurance as may be necessary to cover the liability of the Consultant or as the case may be of such sub-contractor in respect of personal injuries and death arising out of or in the course of or caused during the execution of the works

### **3.22.2 MEDICAL INSURANCE: Stands Deleted**

### **3.23 THIRD PARTY INSURANCE: Stands Deleted**

### **3.24 CONSULTANTS RESPONSIBILITY: Stands Deleted**

### **3.25 MATERIALS- Stands Deleted**

### **3.26 RECORDS**

The Consultant shall keep and maintain day to day records i.e. Job execution reports, attendance of staff, logbooks and all record required as required under this contract and as instructed by Officer-In-Charge. The Consultant shall prepare and maintain documents as required for applicable ISO certifications and audits.

### **3.27 PRICE VARIATION/ ESCALATION:**

The bidder shall quote rates for 3 years' contract period inclusive all components e.g. salary, charges, expenses, overheads, profit, provision of material, hardware, software etc. From Second Year onwards, an annual escalation/increase in rate will be considered @6% on previous year contract price. No additional payment or escalation will be made at any circumstances during the entire contract period on whatsoever account/reasons.

### **3.28 PAYMENT OF TAXES:**

- 3.28.1 The Consultant shall pay all taxes, levy, duty which he may be liable to pay to State & Central Government of India or other authorities under any law for the time being in force in respect of or in accordance with the execution of work. The Consultant shall further be liable to pay such increase in the taxes, levy, duty etc., under the existing law or which may be leviable as a result of introduction of any law. Increase in taxes, levy duty etc., or imposition of new taxes, levy duty etc., shall not be ground or an excuse for not completing the work within stipulated time nor a ground or an excuse for extension of time for completing the work. If there are any changes upward/downward in the rates of taxes and Duties during the currency of contract, then the Port Authority shall reimburse/recover the Taxes and Duties including Excise duty at the revised rates, subject to the Consultant producing the necessary documentary evidence for the payment to the Tax authorities to the satisfaction of the Port Authority for reimbursement. Any new Tax levied by the Government after the award of the contract, which Port Authority is liable to pay as per law alone shall be reimbursed subject to the submission of documentary evidences for payment of the same to the Tax authorities. Any new tax or variation in taxes & Duties shall be applicable only during the scheduled completion period and will not be allowed during the extended delivery/completion period.
- 3.28.2 Any penal interest, penalty or fine payable/paid by the Consultant to the tax authorities on the taxes and Duties shall not be paid/reimbursed by the Port under any circumstances.
- 3.28.3 In the event, the Consultant not indicating the rates of taxes and Duties in the Price schedule separately in the bid if asked for, the Port shall not pay any revision in the rates of Taxes & Duties under any circumstances.
- 3.28.4 The successful bidder shall submit confirmation of 'SEZ Terms & Condition for Service Providers' provided at ANNEXURE-V of this Bid Document before commencement of contract.

### **3.29 TAX DEDUCTION AT SOURCE:**

Deduction of income tax & any other tax/es shall be made from any amount payable to the Consultant as per the relevant provision of the Income Tax Act & any other tax applicable in accordance the prevailing Government Rules.

### **3.30 RATES AND AMOUNTS INCLUDE ALL CHARGES:**

The rates and amounts submitted by the Bidder shall be gross rates and amount

and must include all payments on account of taxes, levies, duties, royalties etc., payable to the State of Maharashtra or Government of India or any other authority or Body Corporate and all other incidental charges that the Bidder may have to bear for the execution of the works.

**3.31 NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS:**

No interest will be payable nor any claim for interest will be entertained by the Employer with respect to any money or balance which may be in their hands owing to any disputes between themselves and the Consultant or with respect to any normal delays on the part of the Employer in making payment.

**3.32 INDEMNITY:**

3.32.1 The Consultant's deployed personnel shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the JNPA-SEZ would not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Consultant.

3.32.2 JNPA-SEZ shall not be responsible for any financial loss or any injury to any person deployed by the Consultant in the course of their performing the functions/duties, or for payment towards any compensation.

**3.33 OFFICER-IN-CHARGE DECISION FINAL:**

The whole of the work done under this contract shall be carried out under the direction of the Officer-In-Charge. Upon all questions relating to the contract, Specification, Schedules of Quantities and rates and methods of carrying out the works shall be final and disputes arising in connection with this contract or the carrying out thereof including any questions as to the construction and meaning of this contract or of any clause therein shall also be final and binding upon the Consultant. Whether such decision shall have been given by way of certificate or otherwise and whether it shall have been given during the progress of the work or after completion of the same.

**3.34 STRIKE/ LOCK OUT BY THE CONSULTANT'S EMPLOYEES:- Stands Deleted**

**3.35 WORKING DAYS AND WORKING HOURS:**

Working hours of personnel deployed for this assignment shall normally be 8 hours per day (10.00am to 6.00pm) as per working days of JNPA and 10.00am to 3.00pm) on Saturdays. However, the consultant has to complete the job in prescribed time frame and JNPA shall not make any payment for any overtime or for working on public holidays if required to meet work exigencies.

The above timings will be subject to change as and when notified by the port management.

**3.36 OFFICE CUM - STORE SPACE:**

JNPA will provide office space for sitting of deployed staff of Consultant at JNPA-SEZ, on mutually agreed reimbursable cost and maintenance

**3.37 ACCOMODATION:**

The accommodation to some of the Consultant's employees may be provided if available in JNPA Township. The Employer will levy charges for rent, electricity, water etc. as per notified tariff as decided from time to time.

### **3.38 COMPLIANCE OF LAWS & RULES:**

The Consultant is advised to acquaint themselves with laws and bylaws of Government of Maharashtra and Government of India (SEZ Acts and Rules 2006) and any other statutory bodies and collect all information that may be necessary for executing the contract, as far as his scope of work in JNP-SEZ is concerned.

### **3.39 PROTECTION OF ENVIRONMENT: (Stands deleted)**

The Consultant, during execution of work, shall take all precautions to prevent spillages/leakages, fire etc. and protect environment from pollution. The waste generated out of the work shall be disposed off as per prevailing Laws/Rules/Regulations.

### **3.40 FORCE MAJEURE:**

Force Majeure Event shall mean any events or circumstance or a combination of events and circumstances set out hereunder, which materially and adversely affect the Consultant or the Employer claiming Force Majeure ("Affected Party") from performing its obligations in whole or in part under this Contract and which is/are beyond the reasonable control of the Affected Party and which the Affected Party could not have prevented by the exercise of reasonable skill and care and which (or the consequence of which) materially and adversely affects the performance by the Affected Party, of its obligations under this Contract in whole or in part:

- (i) acts of God or events, such as storm, cyclone, hurricane, flood, landslide, volcanic eruption or fire (to the extent originating from a source external to the Project) affecting the construction or operation of the Project/Project Facilities and Services.
- (ii) war, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- (iii) rebellion, revolution, insurrection, or military or usurped power, or civil war.
- (iv) Epidemic, pandemic famine.
- (v) ionizing radiation, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (vi) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
- (vii) riot, commotion or disorder, unless solely restricted to employees of the Consultant or of his SubConsultants and arising from the conduct of the Works.
- (viii) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract.
- (ix) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Consultant or for which the Consultant is responsible.

**3.41 OFFICER-IN-CHARGE AND HIS REPRESENTATIVE:**

Officer-In-charge: Any officer as nominated by employer shall carry out such duties in issuing decisions, certificates and orders as are specified in the contract.

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 Consultant in accordance with such delegation shall bind the Consultant provided that if the Consultant 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.

**3.42 CORRESPONDENCE:**

All the correspondence should be addressed to:

**The Chief Executive Officer, JNPA - SEZ,**  
JAWAHARLAL NEHRU PORT AUTHORITY,  
Administration Building, Sheva, Navi Mumbai - 400 707.  
Phone No. (022) 6781 4181, 6781 4699.

E-mails: [ceo-sez@jnport.gov.in](mailto:ceo-sez@jnport.gov.in); [milindchimote@jnport.gov.in](mailto:milindchimote@jnport.gov.in)

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## **SECTION-4: SPECIAL CONDITIONS OF CONTRACT AND SCOPE OF WORK (Terms of Reference-ToR)**

### **4.1 DESCRIPTION OF JNPA AND JNPA-SEZ AREA:**

JNPA is the largest container Port in India, handling traffic of over 4.5 million TEU's and is ranked amongst the top container ports in the world. In line with the objective of port-led industrialization of Sagarmala vision, under the Ministry of Port, Shipping and Waterways', JNPA has established a multi-product port based Special Economic Zone (SEZ). This SEZ is strategically located and boasts excellent connectivity via waterways, airways and roadways, making it an ideal hub for export-oriented industries in India. The SEZ's attractiveness is further bolstered by its proximity to critical infrastructure projects, including the Mumbai Trans Harbour Link (MTHL), Suburban rail to Uran, Dedicated Freight Corridor (DFC) rail corridor and upcoming transport infrastructure like Navi Mumbai International airport and Virar-Alibaug Multi-Modal Corridor.

The SEZ covers a total land area of 277.38 hectares (685 acres), with approximately 163 hectares (403 acres) available as leasable land. The SEZ is operational since June 24, 2020. The SEZ allots plots for a 60-year lease period through E-Tender cum E-auction. JNPA is the developer and the Special Planning Authority for the SEZ, having its own Development Control and Promotion Regulations (DCPR), sanctioned by Government of Maharashtra.

Key features enhancing the ease of doing business include a streamlined Single Window Clearance approval mechanism for essential services such as building permits, electricity, water, and fire safety. Moreover, JNPA SEZ has obtained all necessary clearances and permissions, including Environmental Clearance from the Government of India (GoI), Consent-to-Establish and Consent-to-Operate from the Maharashtra Pollution Control Board (MPCB), and an Electricity Distribution License from the Maharashtra Electricity Regulatory Commission (MERC).

As of now, 54 plots have been issued LOI comprising 250 Acres of land, with 9 units and 1 Free Trade Warehousing Zone (FTWZ) already in operation. These operational units are engaged in diverse sectors such as warehousing, food processing, manufacturing, and trading. Other plots either in construction phase or awaiting LOAs from DC office.

In last financial year of 2023-2024, JNPA SEZ was able to generate EXIM trade of Rs 15000 Crores, including 8049 TEUs witnessing an year on year growth of 300%. The units at SEZ are from diverse sectors such as warehousing, food processing, manufacturing, engineering, Pharmaceuticals, perfumes and trading, marking a significant milestone in contributing to the socio-economic development of the region.

### **4.2 SCOPE OF CONSULTANCY SERVICES- change**

- 4.2.1 To execute all the compliances as SEZ developer in respect of SEZ Act and Rules (it includes services of SEZ management, SEZ operational activities, Exemption certificates, Inventory & Records management, Periodical returns for exemptions, Import clearance – at Sea, Air, goods transfer inter unit/zones/ SEZ/EOU, DTA procurement & its Excise duty exemption, debonding of goods, re-export of goods,



etc).Also to provide advisory services for stake holders, prospective units, Co-developer on behalf of JNPA to support them to onboard in JNPA SEZ.

4.2.2 Agency will not approach any Prospective Client/End User/Unit Holder directly for the promotion/marketing of SEZ of JN Port without prior consent of the JN Port. In case of any fresh and serious enquiries from Potential Investors/Prospective Clients/End User/Unit Holder, the same will be appraised to the management of Port SEZ.

4.2.3 The activities to be rendered by the agency to the Prospective Clients/End User/Unit Holder/Co Developers and any other stake holders to be delivered to the utmost satisfaction of the JN Port Management without any exception. In case of any disagreement, the JN Port Management words are final and should be adhered to by the agency.

**4.3 OBJECTIVES/ RESPONSIBILITIES OF CONSULTANT**

4.3.1 To Assist in establishing an effective and efficient institutional framework for speedy clearance of Investment projects in JNPA SEZ.

4.3.2 To support JNPA in delivery of its role as Developer for compliance perspective for SEZ Act and also the relevant applicable laws of other Government bodies / statutory authorities.

4.3.3 To enable advise stakeholders and units in SEZ compliance related matters to start / operate unit / activity in SEZ for of the Project and its Facilities/Units of the Prospective Clients/End User/Unit Holder

4.3.4 Backend support system to JNPA/Prospective Clients/End User/Unit Holder of the frontend execution, Sales & Marketing team of the SEZ of JN Port. It also includes tendering process of JNPA SEZ land allotment tender and GST compliance.

**4.4 MANPOWER REQUIREMENT :**

4.4.1 The Consultant has to deploy minimum 5 (five)\* competent professionals in the office of JNPA-SEZ Planning Cell on a regular basis for this assignment as given in the table below:

S. No	Post	No. of personnel
1.	SEZ compliance/Co-ordination professional Having at least 5 years of SEZ compliance experience with Post graduation in Finance / Compliance/ MBA (preferably MBA – Operations)	01
2.	Accounting and finance support Having experience of 5 years in SEZ taxation and related compliances with Bachelor of Commerce from reputed institution (GST certification / M-Com preferred)	02 (to increase as per need basis)

3	SEZ Executives (for Customs Gate Entry, Assistance to Customs officer and JNPA regular SEZ compliance office works) At least 3 years experience in Word, Excel, Power point, email communication, Office procedures and relationship management having Post Graduation in commerce with EXIM course (desirable) / MBA (MBA and EXIM certified will be preferred)	02 (to increase as per need basis)
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\* Addition or deletion of manpower based on the work load as decided time to time by Engineer in charge post review of operational units and Customs requirement  
The agency is required to promote skill development under Govt of India Skill development initiative by deploying at least 02 nos of in-ters / apprentice during its entire duration of assignment to train the local youth in the vicinity

4.4.2 The agency is overall responsible for execution of the deliverables of each and every manpower deployed onsite and agency own expertise to be provided to monitor daily coordination. As and when needed agency to provide all guidance and additional manpower to carry out the tasks

4.5 **ADDITION/REDUCTION OF MANPOWER:**

The above-mentioned manpower is minimum assured manpower required to be deployed at commencement of contract. The additional manpower will be deployed or reduced based on assessment and requirement. The Consultant shall provide additional personnel of required equivalent or higher qualification as per requirement at the same rate, terms & conditions as and when required. The deduction will be made on-pro-rata basis for reduced manpower.

4.6 **EDUCATIONAL QUALIFICATION, EXPERIENCE AND OTHER REQUIREMENTS FOR KEY PERSONNEL:**

(I) **SEZ COMPLIANCE PROFESSIONAL- 01 NO.:**

- A) The roles & responsibilities of SEZ Compliance Professional the would be as follows:
- (i) Advise and support JNPA SEZ as developer to comply with all the SEZ compliances and also GST related compliances and also to comply with relevant submission to different authorities in time
  - (ii) To oversee all SEZ related compliances and ensure all compliances are done in time, Co-ordinate with internal departments for collection of requisite information, support the developer in delivery of its role of developer on day to day basis
  - (iii) To take part in internal meetings of JNPA SEZ for updation on various points related to SEZ and support JNPA daily SEZ administration works
  - (iv) To represent JNPA SEZ as a developer before the Unit approval committee meeting/DC offices as and when required for various approvals and co-ordinate with external consultants, if any for securing requisite approvals.
  - (v) Coordination for issues pertaining to BOA and MoC and I as and when

needed

- (vi) To provide guidance/advise to the unit holders in JNPA SEZ / prospective investors for SEZ related approvals and compliances. (obtaining requisite approval and to complete compliances will be solely the responsibility of individual units).
- (vii) To ensure all invoices are raised to tenants well in time and booking is done appropriately in accounts in co-ordination with statutory auditors and accounting team.
- (viii) Advise JNPA SPA regarding invoices to be raised and accounting to be done

B) **Minimum Qualification:** Possessing Post graduation in Finance / Compliance/ MBA (preferably MBA – Operations)

C) **Experience:** Minimum 5 years experience (at least 2 years with SEZ developer). Must have SEZ expertise having exposure with GST and SEZ processes, worked at least for 5 years in SEZ compliance activity with reputed firm and served with one developer preferably multi product SEZ (experience to commensurate with the role and responsibilities listed for the respective post). Conversant with SEZ online portal.

(II) **ACCOUNTING AND FINANCE SUPPORT – 02 NO.:**

A) The roles and responsibilities of the accounting and finance support would be as follows:

- (i) Assist JNPA is accounting of all SEZ related income and expenditure
- (ii) Necessary reporting of GST, SEZ online, DC Office, MoS, Audits updates on timely manner
- (iii) Data entry, maintenance and reconciliation of relevant records for JNPA SEZ in terms of income / expenditure, billing etc
- (iv) All the relevant activities as per advise of SEZ Finance team and SEZ cell on timely manner
- (v) Accounting of all income and expenditure related to JNPA SEZ Special Planning Authority

B) **Minimum Qualification:** Bachelor of Commerce from reputed institution (GST certification / M-Com preferred)

C) **Experience:** Minimum 5 years of accounting experience (exposure to SEZ and GST compliance and SEZ online portal is preferable).

(III) **SEZ EXECUTIVE– 02 Nos.:**

A) The roles and responsibilities of the SEZ Executive would be as follows:

- (i) To oversee all SEZ related compliances and ensure all compliances are done in time, Co-ordinate with internal departments for collection of requisite information, support the developer in delivery of its role of developer on day to day basis
- (ii) To ensure all the compliances of the stakeholders are monitored, SEZ online / ICEGATE portal data monitoring and updation to SEZ cell, support all the SEZ plot allotment and investor onboarding related

routine activity, SEZ cell routine office activity for preparation of proposal, e-file noting, SAP entry, report preparation, record maintenance, support for Customs Office of JNPA SEZ, also the tasks assigned by SEZ cell time to time.

- B) **Minimum Qualification:** Post Graduation in commerce with EXIM course (desirable) / MBA (MBA and EXIM certified will be preferred)
- C) **Experience:** Minimum 3 years of experience, having exposure with SEZ processes, SEZ onlineportal and have worked at least for 1 year in SEZ compliance, GST works activity with reputed firm.

(Experience to commensurate with the role and responsibilities listed for the respective post)

Apart from the onsite team, the agency is expected to support the onsite team from backend experts of the agency as and when required in order to achieve the stated objectives, periodical review of the entire onsite and backend support team will be taken by JNPA SEZ

**Note:** While giving quote for above professional persons following expenses towards onetime and monthly expenses need to be considered.

- Agency will provide these services through the deployment of competent personnel (details as briefed above) with the requisite tools (Computers, laptop, related application software and stationery) at the JNPA SEZ site, also the backend experts will support execution of the deliverables in time bound manner
- Agency will have to provide a vehicle for discharge of project related activities to SEZ cell. Also ensure the deployed manpower movement as per need basis for various onsite activities.
- If possible JNPA may provide space for sitting on mutually agreed terms. The clerical, office support manpower, pantry to be provided by agency
- The change of any manpower deployed need prior approval by JNPA SEZ
- In case of change of manpower, the selection of the manpower will be a joint scrutiny by the consultant and JNPA SEZ team member.

#### 4.7 **TRANSPORTATION:**

Consultant will have to provide a vehicle for discharge of project related activities to SEZ cell. Also ensure the deployed manpower movement as per need basis for various onsite activities.. Consultant will have to bear the maintenance, operation cost of the vehicle including toll and parking charges. In case the vehicle provided is not available due to any reason then Consultant will have to provide alternate equivalent vehicle.

- 4.7.1 In case of any deputation of any of the experts mentioned for an assignment which requires travel outside Mumbai, Maharashtra the applicable TA will be paid on actual basis by JNPA on production of original bills

#### 4.8 **INSURANCE & SALARY:**

- 4.8.1 Consultant shall be responsible for insurance of its manpower, vehicle deployed at site, testing equipment and tools & tackles deployed.

- 4.8.2 The successful Consultant shall pay the fair remuneration to its staff and pay the monthly salary on or before 7th day of each month irrespective of whether any bill/s

pending for payment with JNPA-SEZ. (The compliance towards minimum wages for deployed manpower needs to be ensured and proof to the effect may be submitted whenever required)

4.8.3 Stands deleted

4.9 **DELIVERABLES**

Deliverable	Timeline from award of work order
<p>Report covering all activities undertaken by the PFA team to JNPA SEZ. The report should be a comprehensive document covering list of activities performed during the month, which should include; Compliance for GSTR, Development Commissioner office compliances and invoices scrutinize etc.</p> <p>All the onsite manpower (including backend team) need to present for the monthly report, attendance of manpower on mutually agreed date and time (physical / through VC)</p>	<p>Every month</p>

In case of any deputation of any of these experts for an assignment which requires travel outside Maharashtra the applicable TA will be paid on actual basis by JNPA on production of original bills

4.10 **RIGHT TO THE CONTENTS OF THE PROPOSAL**

For all the proposals received before the last date and time of proposal submission, the proposals and accompanying documentation of the qualification proposal will become the property of JNPA and will not be returned after opening of the qualification proposal. JNPA is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the Consultant(s). JNPA shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

4.11 **ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS**

By submitting a proposal, each Consultant shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

4.12 **MODE OF PAYMENT**

4.12.1 **Monthly payment** shall be made at actuals through RTGS/NEFT to the Consultant within 30 days after submission of monthly progress report, monthly attendance record, correct/proper monthly Bill, provided the documents submitted (as per list provided at Annex- VIII & IX of Bid Document) with the invoices are complete in all respects, Performance Guarantee, and Documents required for payment. Consultant shall submit Zero Rated Tax Invoice as per **Annex-V** mentioning the JNPA-SEZ GST No., ARN/LUT No. in their Invoice. The bill shall be submitted in triplicate.

4.12.2 The Consultant shall pay all taxes, levy and duty etc. which he may be liable to pay

to State Govt. or Govt. of India or any other authority under any law for the time being in force in respect of or in accordance with the execution of work.

4.12.3 The Consultant shall submit the monthly bill invoices with '0' rated tax as the service is provided in the SEZ area. The Consultant shall maintain proper records for GST & SEZ compliance. In case GSTN No. is inactive or cancelled due to any reason, the Consultant will not be able to continue with the work assigned for this project and JNPT-SEZ shall not be able to accept Consultant's invoices or make any payment to the Consultant until said GSTN is re-activated again.

4.12.4 No interest will be paid on delayed payment.

4.13 **Remuneration Component (To be submitted in 'Price Bid' along with 'Form of Bid':**

Part	Description	Percent of above offer	Total in Rs.
<b>A</b>	Total cost of minimum 5 (five) professional at site for 36 month	70%	x
<b>B</b>	Total cost towards machinery, equipment, vehicle, etc given below for 36 month and Back-end support of agency.	30%	x
	Total quoted amount as above at <b>P</b>	100%	x

The payment will be released in 36 monthly installments as follows:

Payment to be released per month = Cost of Part A /36 + cost of Part B /36

4.13.1 Please indicate the monthly rates for deployment of the on-site manpower for the indicated position inclusive of Salary, DA, all allowances, transport, residential accommodation, all other expenses/overheads etc. Please note that these rates shall be considered only for calculation of Penalty and addition/reduction of said manpower only if ordered by Employer. The break-up of Part A for on-site support team members is as below:

<b>Important: to be submitted in 'Price Bid' only as part of 'Form of Tender/ Bid'.</b>			
S. No	Personnel	Number of Personnel	Man-month rate (INR)
1	SEZ Compliance Professional	1	x
2	Accounting And Finance Support	2	x
3	SEZ Executive	2	x
	<b>Total</b>	<b>5</b>	<b>x</b>

4.13.2 **Part B** includes any one-time and monthly expenses towards machinery, equipment, vehicle, etc and the back-end support of the agency from off-site team members as mentioned in Terms of Reference and given below.

**Note 1:** While giving quote for **Part B** following expenses towards one-time and monthly expenses are considered:



- (i) Computers/laptops for all professionals and one desktop for Chief Planner's Office with all required software, MS Word, PDF writer etc. for all technical persons
- (ii) One vehicle (6+1 Capacity) on regular basis for visit to sites, other offices and projects within Mumbai Metropolitan Region and Office of Director Town Planning, Pune or any other place within Maharashtra state including toll, parking, driver, fuel and maintenance.

#### 4.14 **DEDUCTIONS & PENALTY:**

##### 4.14.1 **DEDUCTION: (stands deleted)**

##### 4.14.2 **PENALTY:-**

- a) For delays in deliverables if any by the posted manpower or absenteeism based on the JNPA Engineer incharge report a penalty of Rs 1000/- per day per instance or maximum penalty per month for such delays upto 5% of total amount due for respective month manpower cost will be levied
- b) For agency related defaults the penalty for each delayed deliverables is Rs 10000/- per day per instance for repeated instance in same month maximum upto 5% of the total amount due for respective month agency deliverables
- c) It is mandatory for the company/agency CEO / key back up support person to visit JNPA twice per month, if not complied with the penalty of Rs. 10000 per missed visit will be deducted. In exceptional cases the VC facility may be provided as per Engineer in charge approval

4.14.3 The above deductions & penalty will be deducted from Consultant's monthly bill.

#### 4.15 **WORKING DAYS AND WORKING HOURS:**

4.15.1 Working hours of personnel deployed for this assignment shall normally be 8 hours per day (10.00am to 6.00pm) and on Saturday (10.00am to 3.00pm), 6 days per week (Mon-Sat) as per working days of JNPA. However, the Consultant has to complete the job in prescribed time frame and JNPA shall not make any payment for any overtime or for working on public holidays if required to meet work exigencies.

4.15.2 The above timings will be subject to change as and when notified by the port management.

4.15.3 The personnel deployed by the Consultant can avail 12 paid leaves annually and 05 Public/National Holidays in respect of Republic Day, Independence Day, Gandhi Jayanti, Diwali, Ganesh Chaturthi. However, in case of urgent works, substitute manpower shall be provided without any financial implication to JNPA.

#### 4.16 **SUBSTITUTION FOR THE PERSONNEL DEPLOYED FOR THE ASSIGNMENT:**

4.16.1 The selected consultant will have to deploy the same personnel as submitted



during the RFP process for this assignment. In case of any changes, prior approval of the authority needs to be taken for replacement with equally or higher competent personnel for this assignment. JNPT at its own discretion may not approve the deployment of the new personnel, if the authority feels that he/she is not fit for the role.

4.16.2 In case any of the deployed person remains absent for more than ten working days in a month then the consultant will have to provide his/her equivalent replacement immediately.

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## **SECTION: 5 - FORMS**

### **FORMS – INDEX**

**(TO BE SUBMITTED IN TECHNICAL BID)**

<b>FORM-I</b>	<b>:</b>	<b>LETTER OF APPLICATION (to be submitted on Bidder's firm's letterhead)</b>
<b>FORM-II</b>	<b>:</b>	<b>GENERAL INFORMATION OF THE BIDDER'S FIRM (Company details for quick reference)</b>
<b>FORM-III</b>	<b>:</b>	<b>FINANCIAL DATA (to check qualifying requirements for financial status)</b>
<b>FORM-IV</b>	<b>:</b>	<b>CURRENT COMMITMENTS IN HANDS—STANDS DELETED (to understand present status of the company)</b>
<b>FORM-V</b>	<b>:</b>	<b>DETAILS OF WORKS COMPLETED IN PAST (to understand past performance of the Company)</b>
<b>FORM-VI</b>	<b>:</b>	<b>EXPERIENCE IN SIMILAR WORKS</b>
<b>FORM-VII</b>	<b>:</b>	<b>DETAILS OF MANPOWER AND KEY EMPLOYEES ON PAYROLL-STANDS DELETED</b>
<b>FORM- VIII</b>	<b>:</b>	<b>DETAILS OF KEY PERSONNEL</b>
<b>FORM- IX</b>	<b>:</b>	<b>CVs OF KEY PERSONNEL</b>
<b>FORM- X</b>	<b>:</b>	<b>DETAILS OF ISO CERTIFICATION-Desirable not Mandatory</b>
<b>FORM- XI</b>	<b>:</b>	<b>DETAILS OF EPF REGISTRATION- STANDS DELETED</b>
<b>FORM- XII</b>	<b>:</b>	<b>DECLARATION FOR MSME AND BID SECURITY- if applicable</b>
<b>FORM- XIII</b>	<b>:</b>	<b>FORMAT FOR POWER OF ATTORNEY- if applicable</b>
<b>FORM-XIV</b>	<b>:</b>	<b>NEFT/RTGS MANDATE FORM</b>
<b>FORM XV</b>	<b>:</b>	<b>PROFORMA OF INTEGRITY PACT- old</b>

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## FORM: I - LETTER OF APPLICATION

To be submitted on Bidder's firm's Letter Head by the Bidder indicating full postal address, telephone / cell number/s, fax number/s, telex number, e-mail ids, website etc.

To,  
**The Chief Executive Officer (JNPA-SEZ)**  
**JAWAHARLAL NEHRU PORT AUTHORITY**  
**Administration Building, Sheva, Navi Mumbai – 400 707.**

**SUB: Tender/Bid for “Selection of agency to support JNPA SEZ as developer for compliance of SEZ Act provisions and provide advisory services to stake holders of JNPA SEZ ).”.**

Ref: GeM Bid No. \_\_\_\_\_ dated \_\_\_\_\_

Sir,

- 1) Being duly authorized and represent and act on behalf of M/s. \_\_\_\_\_ hereinafter called the 'Bidder' and having fully understood Instructions to Bidder, General Conditions of Contract, Scope of Work, Drawings & Specifications as given in the Bid Enquiry and after visiting the Site, the undersigned hereby submits the Offer.
- 2) JNPA and its representatives are hereby authorized to conduct any enquiry or investigations to verify the statements, documents & information submitted in connection with this Bid 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 Bid, or with regard to the resources, experience, and competence of the Bidder.
- 3) **JNPA representatives may contact following persons for further information:**

<b>For General &amp; Managerial inquiries</b>	
Name of Contact Person	
Tel/Mob number/s & Email ID	
<b>For Technical inquiries</b>	
Name of Contact Person	
Tel/Mob number/s & Email ID	



<b>For Financial inquiries</b>	
Name of Contact Person	
Tel/Mob number/s & Email ID	

**4) This application is made in the full understanding that:**

- i) Bids received from Bidders will be subject to verification of all submitted information.
- ii) JNPA reserves the right to reject or accept any Bid in full OR in part OR to cancel the Bid enquiry and to reject all Bids without assigning any reason/s.
- iii) JNPA will not be liable for any such actions and will be under no obligation to inform the Bidder of the grounds therefor.
- iv) If our Bid is accepted, we confirm to commence work from the date of issue of 'Letter of Intent' or 'Letter of Acceptance' and to complete all works in good conditions within the completion period as stipulated in this Bid.
- v) If our Bid is accepted, we will furnish the Security Deposit cum Performance Guarantee in the form of Bank Guarantee or Demand Draft for the due Performance of the Contract. The amount and format of such Guarantee will be accordance with the subject Bid and Conditions of Contract.
- vi) I/ We have independently considered the amount/rate shown towards penalty for shortage of, manpower during the contract period and agree that the same represent a fair estimate of the damages likely to suffer by JNPA in the event of delay in overall completion of the Work.
- vii) I/ We agree to abide by this Bid for the period of 90 days from the date fixed for opening the same on-line and it shall remain binding upon us and may be extended at any time, if requested by JNPA, before the expiry of the validity period as given in this Bid.
- viii) I/ We further Confirm / certify that Instructions to Bidder, General Conditions of Contract, Scope of Work, and Drawings & Specifications as given in the Bid have been read/ complied/ agreed to and each page of Bid offer has been signed and stamped.
- ix) I / We hereby certify that I / we have read the entire terms and conditions of the Bid documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like Forms, Annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- x) The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
- xi) I / We hereby unconditionally accept the Bid conditions of above mentioned



Bid document(s) / corrigendum(s) in its totality / entirety.

- xii) I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
  - xiii) I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.
- 5) **The undersigned declare that the statements made & the information provided in the duly filled Forms are complete, true & correct in every details.**

<b>Signature of Authorized Official having Power Attorney</b>
<b>Name of Firm:</b> For & on behalf of (name of the Bidder or partnership firm)

<b>Signature</b>
<b>Name</b> For & on behalf of (name of the partner, if any)

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## **FORM: II - GENERAL INFORMATION OF FIRM**

**All individual firms submitting the Bid must complete the information in this form:**

<b>Sr. No.</b>	<b>Particulars</b>	
1	Name of Consultant	
2	Name of the Authorized Signatory	
3	Address of the Consultant	
	Telephone Number:	
	Fax Number:	
4	Location of Head Office & Branch Offices	
5	Whether the firm is an individual proprietary concern, a Registered Partnership firm or a Limited Company	
6	Date of Commencement of Business & Place	
7	No. of Years of Experience	
8	Details of Prizes & Awards received by the Firm, if any?	

**Bidders are requested to submit the following documents:**

- 1) Declaration of Legal Status of the firm: Proprietorship Firm or Partnership Firm or Private Limited Company or Limited Company or Any other.
- 2) Proprietorship Firm Confirmation from CA or copy of Partnership Deed or copy of Memorandum of Association- Article of Association as per legal status of the firm.
- 3) Power of Attorney in the format provided at Form-VIII.

**(Note: Above Form shall be completely filled up and attached as covering note for above documents)**

**Signature & seal of the Bidder**

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## FORM: III - FINANCIAL DATA

**Bidder shall provide financial information as detailed below. Bidder must fill the information in this format only. If required, the Bidder may use separate sheets to provide complete financial information**

**NOTE: Along with this Form-III, Copies of Audited Balance Sheets and Turnover Certificate for last three (03) years with valid UDIN document no of the CA certificate must be attached, which will be considered for Financial Criteria in MQC**

S No.	Financial Year	Turnover (Rs. In Lakhs)
1.		
2.		
3.		
	<b>Total</b>	
	<b>Average Annual Turnover during last 03 Years</b>	

S No.	Financial Year	Turnover (Rs. In Lakhs)
1.		
2.		
3.		
	<b>Total</b>	
	<b>Average Annual Turnover during last 03 Years from SEZ Compliance/SEZ Related work</b>	

PAN: \_\_\_\_\_

GST No.: \_\_\_\_\_

NETWORTH: \_\_\_\_\_

(Kindly enclose copies of supporting documents for above information)

**(Note: Above Form shall be completely filled up and attached as covering note for documents submitted for Financial Criteria of MQC)**

**Signature & Seal of the Bidder**

**FORM:IV - DETAILS OF CURRENT COMMITMENTS IN HAND- STANDS DETELED**

Bidder should **provide list** of their current commitments on all projects of similar works only that have been awarded or for which a 'Letter of Intent' is placed or 'Letter of Acceptance' has been received or for contracts approaching towards completion and full completion certificate has yet to be issued. The information in this regard should be submitted in below mentioned format.

Sr. No.	Name of the Client	Name of the Project & Details of assignment::	Project Area (Sq.Km)	Approximate Project Cost: Rs.	Expected date of Project Completion
1.					
2.					
3.					
4.					

**Signature & Seal of the Bidder**

## FORM: V - DETAILS OF WORKS COMPLETED IN PAST

Bidder should **provide list** of similar works completed during last 07 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.

Sr. No.	Name of the Client	Name of the consultancy assignment/ projects & Details of assignment:	Consultancy Assignments / projects Description	Approximate Consultancy assignment/ Projects Cost: Rs.	Expected date of Consultancy assignment/ Projects Completion
1.					
2.					
3.					
4.					

**Signature & Seal of the Bidder**

## **FORM: VI - EXPERIENCE IN SIMILAR WORKS**

The information about experience in similar works should be submitted in below mentioned format and separate sheet/s must be used for each reference. Kindly enclose copies of work order and respective satisfactory performance/completion certificates to demonstrate completion of the corresponding order or orders under consideration for fulfilling Minimum Qualifying Criteria/Requirement and Quality based evaluation i.e. Technical Bid Evaluation in First & Second Stage.

**REFERENCE:1**

<b>Name of the Project/ assignment:</b>		<b>Country:</b>	
<b>Details of assignment:</b>			
<b>Project Area:</b> Sqkm/Ha.			
<b>Location within the country</b>		<b>Professional staff &amp; man months (MM) provided by our company:</b>	
<i>Location: _____, State: _____</i>		<b>Staff: _____ MM: _____ Months</b>	
<b>Name of the Client</b>		<b>Address of the client</b>	
(Central/State Government or PSU or Private)			
<b>Start Date:</b>	<b>Completion Date:</b> (Month/Year)	<b>Approximate Project/ assignment Cost:</b> Rs.	
<b>Name of the associated firms (if any):</b>		<b>No. of man-months provided by the associated firms:</b>	
<b>Staff &amp; Functions:</b>			
1.			
2.			
<b>Brief Description of the Project:</b>			
<b>Scope of services rendered by the company</b>			

### **Signature & Seal of the Bidder**

**Note:**

- 1) Above Form shall be completely filled up and attached as covering note to each relevant work order/agreement, completion certificate.
- 2) Please mention on Form-VI Reference, which documents are submitted for Stage-1 Evaluation (MQC) and Stage -2 Evaluation or Both.

**Additional References can be submitted in above format.**

**FORM- VII: DETAILS OF PERSONNEL EMPLOYED ON  
PAYROLL OF BIDDER'S FIRM- STANDS DELETED**

(On FIRM/Company's letterhead)

To,  
The Chief Executive Officer,  
JNPA-SEZ.

**Sub: "Selection of agency to support JNPA SEZ as developer for compliance of  
SEZ Act provisions and provide advisory services to stake holders of  
JNPA SEZ".**

Ref: GeM Bid No. \_\_\_\_\_ Dated \_\_\_\_\_

Dear Sirs,

I have carefully gone through the Terms & Conditions contained in the Bid Document for **"Selection of agency to support JNPA SEZ as developer for compliance of SEZ Act provisions and provide advisory services to stake holders of JNPA SEZ".**

I hereby declare that my company \_\_\_\_\_ (name to be specified by bidder) has \_\_\_\_\_ (number to be defined by bidder) technically qualified full- time Employees working in Consultancy on its payroll as on the bid start date.

**Authorized Signature & Seal of the Bidder**



## **FORM- VIII: DETAILS OF KEY PERSONNEL**

Details of key personnel involved in administration and execution of the subject work till completion, are to be furnished. The information in this regard should be submitted in below mentioned format and separate sheets may be used to furnish necessary details, if required.

### **A) Administration, Finance & Operations Key Personnel**

No.	Name in full	Designation	Qualification	Experience
1.				
2.				
3.				

### **B) Personnel offered/proposed to be deployed at site against subject bid.**

No.	Name in full	Designation	Qualification	Experience
1.		SEZ Compliance professional		
2.		Accounting and finance support		
3.		Accounting and finance support		
4.		<b>SEZ Executive</b>		
5.		<b>SEZ Executive</b>		

Note: CVs of each key/ personnel offered/proposed to be deployed shall be submitted as per **FORM-IX** of the Bid document. Additional sheets may be used, if required.

**Signature & Seal of the Bidder**

## **FORM IX: CVs OF KEY PERSONNEL**

The format for submission of CVs is as given below for Personnel offered/proposed to be deployed against subject bid:

- 1) **Proposed Position for consultancy:**
- 2) **Name of the Person** :
- 3) **Profession** :
- 4) **Date of Birth** :
- 5) **Years in Firm** : **Years**
- 6) **Total Experience** : **Years**
- 7) **PROFESSIONAL QUALIFICATION:** (Name of Degree – 10<sup>th</sup> Class onwards, Year of Passing)
- 8) **EMPLOYMENT RECORD & PRESENT COMMITMENTS:**
- 9) **KEY ACHIEVEMENTS:**
- 10) **SPECIALIZATION & EXPERTISE:**
- 11) **PROFESSIONAL EXPERIENCE:**  
(Starting with present position, list in reverse chronological order, for every employment held)


12) **PROJECT EXPERIENCE:**

Project Name	Client	Project Cost (Rs. Crores)	Remarks

13) **TRAINING COURSES AND WORKSHOPS ATTENDED:**

Description	Year	Conducted by



**14) LANGUAGES:**

Languages	Read	Write	Speak

**15) CERTIFICATION:**

I, the undersigned, certify that to the best of my knowledge and behalf, this Bio data correctly describes myself, my qualifications and my experience.

**Signature of Key Staff and Authorized Representative Date:**

**Place:**

**Note: Certified supporting documents for above points shall be enclosed alongwith assignments (relevant education, training, experience in the sector/ similar assignments as per ToR) evidencing the above criteria of such personnel mentioned above.**

**Authorized Signatory: \_\_\_\_\_**



**FORM- X:**  
**DETAILS OF ISO CERTIFICATION OF BIDDER'S FIRM- If**  
**Applicable Not Mandatory**

- 1) ISO Certification No.: \_\_\_\_\_
- 2) Date of certification: \_\_\_\_\_
- 3) Validity upto: \_\_\_\_\_
- 4) Details of Action Taken by Authority for Non-compliance, if any: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE: The scanned copies of the ISO Certificate clearly indicating all details shall be submitted along with this Form in Technical Bid.**

\*\*\*\*\*



**FORM- XI: DETAILS OF REGISTRATION OF BIDDER'S  
FIRM WITH EPFO -STANDS DELETED**

**C) Details of registration with Employee's Provident Fund Organization (EPFO):**

1) EPFO Registration No.: \_\_\_\_\_

2) Issuing Authority: \_\_\_\_\_

3) Address of Issuing Authority:

\_\_\_\_\_

4) Date of Issue: \_\_\_\_\_

5) Validity upto: \_\_\_\_\_

6) Details of Action Taken by Authority for Non-compliance, if any:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE: The scan copies of the EPFO Registration Certificates clearly indication registration numbers issued by the EPFO shall be submitted alongwith this Form in Technical Bid.**

**\*\*\*\*\***

## **FORM XII(A)**

**(TO BE PRINTED ON FIRM'S LETTERHEAD AND SUBMITTED IN TECHNICAL  
BID)**

### **DECLARATION IN CASE OF MSE BIDDERS / START-UP COMPANIES**

To,  
The Chief Executive Officer (JNPA-SEZ)  
JAWAHARLAL NEHRU PORT AUTHORITY  
Administration Building, Sheva, Navi Mumbai – 400 707.

#### **Sub: DECLARATION IN CASE OF MSE/ START-UP BIDDERS**

Sir,

In terms of Bid Conditions applicable for Micro & Small Enterprises (MSEs), we hereby declare as under:

- a) We are a Micro / Small Enterprise, as on bid closing date of this Bid.
- b) We are service provider for quoted services and valid documentary evidence for same is submitted.
- c) MSE certificate submitted by us is authentic & valid as on bid closing date of this Bid.

We declare the above details are true. In case any of the details are found to be false/ untrue, our offer will be liable for rejection / cancellation of order / subjected to appropriate actions as per Bid Terms & Conditions.

Authorized Signatory

(With Company Seal & Signature)

#### **Documents to be submitted by MSEs:**

- (I) Categorization of MSE / SC-ST Vendors
- (II) In case of Micro/ Small scale Enterprises, kindly attach Registration Certificate issued by DIC / KVIC / KVIB / Coir Board / NSIC / Directorate of Handicrafts and Handlooms, or any other body specified by MSME for authentication such as Udyog Aadhaar Memorandum / Acknowledgment.
- (III) SC / ST entrepreneurs registered under MSEs need to submit valid documentary evidence.



## **FORM XII(B)**

### **DECLARATION FROM BIDDERS WHO OPT FOR EXEMPTION OF EMD UNDER MSE**

*(TO BE PRINTED ON FIRM'S LETTERHEAD AND SUBMITTED ALONGWITH  
FORM-XIII (A) IN TECHNICAL BID)*

### **BID - SECURITY DECLARATION FORM**

(GEM Bid No: \_\_\_\_\_ dated \_\_\_\_\_)

To,  
**The Chief Executive Officer (JNPA-SEZ),  
Jawaharlal Nehru Port Authority,  
Administration Building, Sheva,  
Navi Mumbai – 400707.**

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid Security Declaration. We accept that we will automatically be suspended from being eligible for bidding in any contract with JNPA for period of 02 Years starting from the date on which validity of this Bid is completed, if we are in breach of our obligation(s) under the bid conditions, because we:

- a) have withdrawn or amended our Bid during the period of bid validity specified in the letter of Application;
- or
- b) having been notified of the acceptance of our Bid by JNPA during the period of bid validity,
  - (i) We fail or refuse to execute the contract, if required, or
  - (ii) We fail or refuse to furnish the Performance Security, in accordance with the Bid condition.

We understand this Bid Security Declaration shall cease to be valid if

- (i) We are not the successful Bidder, or
- (ii) twenty-eight days after the expiration of our Bid validity.

**Sign, Name & Seal of the Authorized Person**



## **FORM XIII: FORMAT FOR POWER OF ATTORNEY**

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

Date: \_\_\_\_\_

### **GENERAL POWER OF ATTORNEY**

#### **TO WHOMSOEVER IT MAY CONCERN**

Mr. \_\_\_\_\_ (Name of the Person(s), domiciled at  
\_\_\_\_\_ (Address), acting as \_\_\_\_\_ (Designation and  
name of the firm), and whose signature is attested below, is hereby authorized on  
behalf of M/s. \_\_\_\_\_ (Name of the Bidder) to  
provide information and respond to enquiries etc. as may be required by the Port  
Authority or any Government Authority for the (Project Title) \_\_\_\_\_  
\_\_\_\_\_ Bid No. \_\_\_\_\_ and is hereby further authorized to sign  
and file relevant documents in respect of the above.

(Attested signature of Mr. \_\_\_\_\_)

For \_\_\_\_\_ (Name of the Bidder)

For \_\_\_\_\_ (Name of the Bidder)



**FORM XIV : National Electronic Fund Transfer (NEFT) Mandate Form**

**Note: It is necessary to submit this Form to facilitate EMD Refund.**

<b>(Mandate for receiving the payments through RTGS/NEFT from JAWAHARLAL NEHRU PORT AUTHORITY)</b>	
1	Bidder's Name
2	Bidder's Vendors code
3	Bidder's PAN No.
4	Particulars of Bidder's Bank Account
	A. Name of the Bank
	B. Name of the Branch
	C. Branch Code
	D. Address
	E. City Name
	F. Telephone no.
	G. IFSC Code
	H. 9 digit MICR code appearing on the cheque book.
	I. Type of account (11/12/13)
	J. Account No.
5	Bidder's E mail ID
6	Date of effect
(Please enclose a 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 transactions are delayed or loss because of incomplete information at above, the Bidder will not hold the Jawaharlal Nehru Port Responsible.

**Authorized signatory with Seal**

**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:

**Authorized official of the Bank**

## **FORM XV : PROFORMA OF INTEGRITY PACT** **(in original)**

***(This document shall be executed on min. value of Rs.100/- Non Judicial Stamp Paper and shall be enclosed along with EMD documents and reach JNPA correspondence address before opening Technical bid).***

### **INTEGRITY PACT**

BETWEEN

JAWAHARLAL NEHRU PORT AUTHORITY(JNPA) hereinafter referred to as "The Principal"

AND

(Name of The bidders and consortium members) .....hereinafter referred to as "The Bidder/Consultant.

#### **Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/concession for Bid No. .... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders. The Central Vigilance Commission (CVC) has been promoting Integrity, transparency, equity and competitiveness in Government / PSU transactions and as a part of Vigilance administration and superintendence, CVC has, recommended adoption of Integrity Pact and provided basic guidelines for its implementation in respect of major procurements in the Government Organizations in pursuance of the same, the Principal agrees to appoint an external independent Monitor who will monitor the execution of the contract for compliance with the principles mentioned above.

#### **Section 1 - Commitments of the Principal**

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a) No employee of the Principal, personally or through family members, will in connection with the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
  - b) The Principal will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
  - c) The Principal will exclude from the process all known prejudicial persons.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case, while an enquiry is being conducted by the Principal, the proceedings under the contract would not be stalled.

#### **Section 2 - Commitments of the Bidder / Consultant**

- 1) The Bidder/Consultant commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities, during pre-contract as well as post-contract stages. He commits himself to observe the following principles during the contract

execution.

- a) The Bidder/Consultant will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the execution of the contract or to any third person any material or immaterial benefit, which he/she is not legally entitled to, in order to obtain in exchange of advantage of any kind, whatsoever during the execution of the contract.
  - b) The Bidder/Consultant will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness, or to introduce cartelization in the bidding process.
  - c) The Bidder/Consultant will not commit any offence, under the relevant Anticorruption Laws of India; further the Bidder/Consultant will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
  - e) The Bidder/Consultant will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
  - f) The Bidder commits to refrain from giving any compliant directly or through any other manner without supporting it with full and verifiable facts.
  - g) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal.
- 2) The Bidder/Consultant will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section-3: Disqualification from or exclusion from future contracts**

If the Bidder, before award of contract, has committed a transgression, through a violation of Section-2 or in any other form, such as to put his reliability as Bidder, into question, the principal is entitled to disqualify the Bidder, from the Bid process, or to terminate the contract, if already signed, for such reason.

- 1) If the Bidder/Consultant has committed a transgression, through a violation of Section-2, such as to put his reliability, or credibility into question, the Principal is entitled to disqualify the Bidder/Consultant from the Bid process, terminate the contract if already awarded and also, to exclude the Bidder/Consultant from future contract award processes. The imposition and duration of the exclusion, will be determined by the severity of the transgression. The severity will be determined, by the circumstances of the case, in particular the number of transgressions, the position of the transgressions, within the company hierarchy of the Bidder and the amount of the damage. The execution will be imposed for a minimum of 6 months and maximum of 3 years.

Note : A transgression is considered to have occurred, if in the light of available evidence, no reasonable doubt is possible.

- 2) The Bidder accepts and undertakes to respect and uphold, the principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes, not to

challenge or question such exclusion, on any ground, including the lack of any hearing before the decision, to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

- 3) If the Bidder/Consultant can prove that, he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

#### **Section-4 Compensation for Damages**

- 1) If the Principal has disqualified the Bidder, from the Bid process prior to the award, according to Section-3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- 2) If the Principal has terminated the contract according to Section-3, or if the Principal is entitled to terminate the contract according to Section-3, the Principal shall be entitled to demand and recover from the Consultant, liquidated damages equivalent to 5% of the contract value, or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher. The Bidder agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder/Consultant can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Consultant shall compensate the principal, only to the extent of the damage in the amount proved.

#### **Section-5 Previous transgression**

- 1) The Bidder declares that, no previous transgression has occurred in the last 3 years, with any other company, in any country, or with any other Public Sector Enterprises in India, that could justify his exclusion from the award of the contract.
- 2) If the Bidder makes incorrect statement on this subject, it can be declared disqualified for the purpose of the contract and the same can be terminated for such reason.

#### **Section-6 Equal treatment of all Bidders/Consultants/SubConsultants**

- 1) The Bidder/Consultant undertakes to demand from all subConsultants, a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- 2) The Principal will enter into agreements with identical conditions as this one which all Bidders, Consultants and SubConsultants.
- 3) The Principal will disqualify from the Bid process all Bidders, who do not sign this part or violates its provisions.

#### **Section-7 Criminal charges against violating Bidders / Consultants / Sub Consultants**

If the principal obtains knowledge of conduct of a Bidder/Consultant or SubConsultant, or of an employee, or a representative, or an associate of a Bidder/Consultant, or SubConsultant, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the Vigilance office.

#### **Section-8 External Independent Monitor**



- 1) Pursuant to the need to implement and operate this Integrity Pact the Principal has appointed **Ms. Smita Srivastava, IRS (Retd)**, independent Monitor, for this Pact. The task of the Monitor, is to review independently and objectively, whether and to what extent, the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions, by the representative of the parties to the Chairperson of the Board of the Principal.
- 3) The Bidder/Consultant accepts that, the monitor has the right to access, without restriction to all Project documentation of the Principal, including that provided by the Consultant. The Bidder/Consultant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access, to the project documentation. The same is applicable to SubConsultants. The monitor is under contractual obligation, to treat the information and documents of the Bidder/Consultant/SubConsultant with confidentiality.
- 4) The Principal will provide to the Monitor, sufficient information about all meetings, among the parties related to the Project, provided such meetings could have an impact, on the contractual relations between the Principal and the Bidder/Contactor. The parties offer to the Monitor the option to participate in such meetings.
- 5) As soon as the Monitor notices a violation of this agreement, he will so inform the Management of the Principal and request the management to discontinue, or heal the violation. Or to take other relevant action. The Monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties, that they act in a specific manner, refrain from action or tolerate action.
- 6) The Monitor will submit a written report, to the Chairman of the Board of the Principal, within 8 to 10 weeks, from the date of reference of intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations. If the Monitor has reported to the Chairman of the Board, a substantiate suspension of an offence, under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence, or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

### **Section-9 Pact Duration**

This Pact begins when both parties have signed it. It expires 12 months after the last payment under the contract Agreement is made. If any claim is made/lodged during this time, the same shall be binding and continue be valid, despite the lapse of this Pact, as specified above, unless it is discharged/determined Chairperson of the Principal. The Pact duration in respect of unsuccessful Bidders shall expire after 3 months of the award of the contract.

### **Section-10 Other Provisions**

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Jawaharlal Nehru Port Authority, Administration Building, Sheva, Navi Mumbai 400 707.
- 2) Changes and supplements as well as termination notices, need to be made in writing, before they become effective and binding on the both parties.
- 3) If the Bidder / Consultant is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement, to their original intensions.



**For the Principal**

**For the Bidder**

**Place: JNPA, Navi Mumbai  
Witness:**

**Place:  
Witness:**

Date : \_\_\_\_/\_\_\_\_/2024

## **SECTION: 6 – ANNEXURES**

### **INDEX**

**ANNEXURE-I: PROFORMA OF BG FOR BID SECURITY/ EMD (IF OPTED FOR –  
SCANNED COPY TO BE SUBMITTED IN TECHNICAL BID –  
ORIGINAL BG TO BE SUBMITTED TO JNPA BEFORE TIME OF  
OPENING OF BID)**

**ANNEXURE-II: PROFORMA OF ‘PERFORMANCE GUARANTEE’ IN THE FORM  
OF ‘BANK GUARANTEE (BG)’ (AFTER AWARD)**

**ANNEXURE-III: PROFORMA FOR ‘CONTRACT AGREEMENT’ (AFTER AWARD)**

**ANNEXURE-IV: PROFORMA FOR ‘NON-DISCLOSURE AGREEMENT (NDA)’  
(AFTER AWARD)**

**ANNEXURE-V: SEZ TERMS & CONDITIONS FOR SERVICE PROVIDERS (AFTER  
AWARD)**

**ANNEXURE-VI: FACILITIES FROM THE EMPLOYER (AFTER AWARD)**

**ANNEXURE-VII: CHECK LIST OF DOCUMENTS **TO BE SUBMITTED ALONG  
WITH BID****

**ANNEXURE-VIII: LIST OF DOCUMENTS TO BE SUBMITTED BEFORE  
COMMENCEMENT OF WORK (AFTER AWARD)**

**ANNEXURE-IX: LIST OF DOCUMENTS TO BE SUBMITTED FOR PAYMENT  
(AFTER AWARD)**

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**ANNEXURE-I:**  
**PROFORMA OF BANK GUARANTEE FOR BID SECURITY/**  
**EMD (IN ORIGINAL)**

***(This document shall be executed in Rs.100/- non judicial stamp paper and shall be enclosed along with original financial instrument and reach JNPA correspondence address before opening Technical bid as per date and time given in the Bid).***

**SPECIAL NOTE: - THE BID SECURITY (EMD) IN THE FORM OF BANK GUARANTEE IN THE FORMAT GIVEN BELOW SHALL BE SUBMITTED IN TECHNICAL BID AND THE SAME SHOULD BE FROM THE NATIONALISED / REPUTED SCHEDULED BANK.**

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

WHEREAS, \_\_\_\_\_ [Name of Bidder] (hereinafter called "the Bidder") has submitted his bid dated \_\_\_\_\_ [date] for the construction of \_\_\_\_\_ [name of Contract] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_ [name of bank] of \_\_\_\_\_ (name of country) having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ [name of Employer] (hereinafter called "the Employer") in the sum of \_\_\_\_\_<sup>1</sup> for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

THE CONDITIONS of this obligations are:

- (1) If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid;  
or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders, or
  - (c) does not accept the correction of the Bid Price pursuant to Clause 27;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.



**SUB Appointment of Consultant for providing Master Planning Support to Special Planning Authority (SPA) of JNPA Special Economic Zone (SEZ).**

This Guarantee will remain in force up to and including the date \_\_\_\_\_<sup>2</sup> days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Notwithstanding anything mentioned above,

Our liability against this guarantee is restricted to Rs ..... (Rupees ..... only) and unless a claim in writing is lodged with us within 3 months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharges.

IN WITNESS WHEREOF this guarantee has been duly executed on this ..... day of ..... 20 .....

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

\_\_\_\_\_

*[Signature, name and address]*

\_\_\_\_\_

\_\_\_\_\_

**Note:**

- 1) The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16 of the Instructions to Bidders.
- 2) 30 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.
- 3) **Bank Details:**  
**Name of Bank: Bank of India, NHAVA SHEVA**  
**Account No: 123210110006024**  
**Account Name: Jawaharlal Nehru Port Trust (SEZ),**  
**IFSC Code: BKID0001232**  
**MICR Code: 400013100**



**ANNEXURE-II:**  
**PROFORMA OF ‘PERFORMANCE GUARANTEE’ IN THE**  
**FORM OF BANK GUARANTEE’**

**SPECIAL NOTE: - THE PERFORMANCE GUARANTEE IN THE FORM OF BANK GUARANTEE IN THE FORMAT GIVEN BELOW SHALL BE SUBMITTED WITHIN 21 DAYS FROM THE DATE OF RECEIPT OF WORK ORDER OR L.O.I. AND THE SAME SHOULD BE FROM THE NATIONALISED / REPUTED SCHEDULED BANK.**

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

\_\_\_\_\_ Bank.

(Bank’s full address, Phone No., Fax No. and E-mail ID)

To,  
The Chief Executive Officer (JNPA-SEZ)  
JAWAHARLAL NEHRU PORT AUTHORITY,  
Administration Building, Sheva,  
Navi Mumbai- 400 707.

Guarantee No. \_\_\_\_\_  
Amount of Guarantee \_\_\_\_\_  
Guarantee cover from \_\_\_\_\_ to \_\_\_\_\_  
Last date for lodgment \_\_\_\_\_

1. In consideration of the Board of Trustees of Port of Jawaharlal Nehru a body corporate constituted under the ‘The Major Port Authorities Act, 2021 (hereinafter called “The Employer” which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of trustees of Jawaharlal Nehru Port, its successors and assigns) has awarded the Contract for Providing consultancy services for making provision of shore power to visiting ships at JNPA Navi Mumbai, vide Board’s Chief Executive Officer (JNPA-SEZ)’s letter No. \_\_\_\_\_, dated \_\_\_\_\_ (hereinafter called ‘the said Contract’) to \_\_\_\_\_ (Name of the Consultant) (hereinafter called the ‘Consultant’). Under the terms and conditions of the Contract, made between the Consultants and the Employer, the Consultant is bound to submit a performance Guarantee of Rs. \_\_\_\_\_ ( in words Indian Rupees ..... ) to Employer, we the \_\_\_\_\_ (Name of the Bank and address) (hereinafter referred to as ‘the Bank’ at the request of the Consultants do hereby undertake to pay to the Employer an amount not exceeding Rs. \_\_\_\_\_ ( in words Indian Rupees ..... ) against any loss or damage caused to or suffered or which would be caused to or suffered by the Employer by reason of any breach by the Consultants of any of the terms and conditions of the said Contract.
2. We \_\_\_\_\_Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Employer by reason of the Consultant’s failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under



this Guarantee shall be restricted to an amount not exceeding Rs. ----- (in words Indian Rupees .....)

3. We, ----- (Name of the Bank) undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Consultant shall have no claim against us for making such payment.
4. We, ----- further agree with the Employer that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Chief Executive Officer (JNPA-SEZ) of the said Employer certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Consultants and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before the -----, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till ----- and unless a demand or suit or action to enforce any claim under the guarantee is made within three months from the date of expiry of this guarantee, i.e. on or before ----- all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED HOWEVER that the Bank shall at the request of the Employer but at the cost of the Consultants, renew or extend this guarantee for such further period of periods as the Employer may require from time to time.
5. We, ----- Bank further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of performance by the said Consultants from time to time to postpone from any time or from time to time any of the powers exercisable by the Employer against the said Consultants and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Consultants or for any forbearance, act or omission on the part of the Employer or any indulgence shown by the Employer on the part of the Employer or any indulgence shown by the Employer to the Consultants or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
6. This Guarantee will remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the Consultant.
7. It is also hereby agreed that the Courts in Greater Bombay shall have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
8. We, ----- Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Dated ----- day of -----2025

For (Name of the Bank)

(Name with Designation)  
Signature  
Seal of the Bank

## **ANNEXURE-III:**

### **PROFORMA FOR 'CONTRACT AGREEMENT'**

This agreement is made on the \_\_\_\_\_  
2025 between the Board of Trustees of Jawaharlal Nehru Port Authority, Sheva,  
Navi Mumbai - 400 707, Maharashtra State India (hereinafter called "the Employer"  
which expression shall include the Board of Trustees of JAWAHARLAL NEHRU PORT  
AUTHORITY its successors and assigns) on the one Part

and

M/s (name & address) \_\_\_\_\_  
(hereinafter called "the Consultant" which shall unless excluded by or repugnant to the  
context be deemed to include their representatives and assigned or successor' in  
Office) on the other part.

WHEREAS the Employer is desirous that the works of " \_\_\_\_\_  
\_\_\_\_\_ " (description of work) \_\_\_\_\_  
\_\_\_\_\_ " be  
executed and has accepted the "Offer" by the Consultant for the execution of the said  
works now THIS AGREEMENT WITNESS as follows:-

1. In this agreement works & expression shall have the same meanings as are  
respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as  
part of this Agreement viz. :-
  - A) Bid documents comprising of Instructions to Bidder, Appendix to Bid, General  
Conditions of Contract, Special Conditions of Contract, Scope of Work, List of  
drawings etc.
  - B) The said "offer" of Rs. \_\_\_\_\_(in figure) Rupees  
\_\_\_\_\_ (in words).
  - C) Acceptance letter No. \_\_\_\_\_ dated \_\_\_\_\_ .
  - D) The following correspondence are also part of the Agreement.
    - i) The Bid submitted by M/s. \_\_\_\_\_.
    - ii) Employer's Letter of Intent / Work order No. \_\_\_\_\_  
dated \_\_\_\_\_
    - iii) All Corrigendums/Amendments issued on GeM Portal.
    - iv) LETTERS/EMAILS OF CORRESPONDENCE
3. In consideration of the payment to be made by the Employer to the Consultant  
hereby converts with the Employer to execute and complete the Works in  
conformity in all respect with the provision of the contract.



- 4. The Employer hereby covenants to pay the Consultant in consideration of the execution, completion and maintenance of the works and the contract price at the time and in the manner prescribed by the contract.

In witness whereof the parties here to have caused their respective common seals to be herein to affixed (or have herein to set their respective hands & seals). the day and year first above written.

5. SIGNED SEALED AND DELIVERED

By the said

By the said

Name\_\_\_\_\_

Name\_\_\_\_\_

**On behalf of the Consultant (Consultant)**

**On behalf of the Employer**

In the presence of

In the presence of

Name\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

## **ANNEXURE-IV:**

### **PROFORMA FOR NON-DISCLOSURE AGREEMENT (NDA)**

THIS AGREEMENT is made on this                    day of \_\_, 2025

Between

Board of Trustees of the JAWAHARLAL NEHRU PORT AUTHORITY, a body corporate constituted under the 'The Major Port Authorities Act, 2021 (hereinafter called the 'Board' which expression shall, unless excluded by, or repugnant to the context, be deemed to include the Board of Trustees of JAWAHARLAL NEHRU PORT AUTHORITY, its successors and assigns) of the ONE PART

AND.

M/s .....a Company incorporated in India under the Indian Companies Act, 1956 and having its office at..... and registered with the Income Tax having Pan No

(hereinafter" referred to as "Vendor" which expression shall include its successors and assigns) of the other part;

WHEREAS:

- (1) By Bid No                    (the "Bid"), offers were invited from Vendors to conduct ..... for JAWAHARLAL NEHRU PORT AUTHORITY (the "Project");
- (2) M/s                    made an offer to act as the Vendor as per the terms and conditions of the Bid; and
- (3) After evaluation of the proposals/ offers received, the Board has engaged M/s..... as the Agency for carrying out .....(Work Title), subject to signing of the Confidentiality Agreement between the Board and the Vendor and conveyed to the vendor by its .....(Work Order signatory) vide Work Order No        dtd. \_\_\_/\_\_\_/2024, which was duly accepted by the vendor vide its letter dated \_\_\_/\_\_\_/2024.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Vendor covenants with the Board as follows:

1. All business, financial, operational and other information and data, of whatever kind and in whatever form, relating to the Board, which is disclosed or made known or comes to the knowledge of the Vendor (including but not limited to its representatives, professional advisors, employees and agents) by the Board or on the Board's behalf (including but not limited to its representatives, advisors, employees and agents) (collectively referred to as "Confidential Information") will be held in complete confidence and will not be used for any purpose other than directly in connection with the scope of services described in the Bid.
2. The Vendor will not, without the prior written consent of the Board or its authorized person/s, disclose or otherwise make available whole or any part of the Confidential Information to any third party except in accordance with the terms of this Agreement. The Vendor will be entitled to copy and circulate the Confidential Information to its only such directors, officers and employees and to such of its professional advisors who are directly concerned with fulfillment of the scope of services as per the terms and conditions of the Bid and to whom knowledge of such information is necessary for such purpose. All persons to whom any Confidential Information is disclosed shall treat the same as confidential and use the same solely for due

discharge of its obligations under the Scope of Services stated in the Bid. The Vendor will be responsible for procuring their compliance with the terms of this Agreement as if they were subject to the same obligations to the Company as the Vendor is subject to hereunder.

The restrictions, obligations and liabilities contained in this Agreement shall not apply to any information which:

1. was already in the public domain at the time of its disclosure to the Vendor by the Board; or subsequently becomes part of the public domain through no breach by the Vendor of its obligation under the Agreement.
2. is generally available to or accessible by, the public or, after such disclosure, becomes generally available to, or accessible by the public, other than by reason of a breach of any undertaking by the Vendor contained in this Agreement; or
3. is required to be disclosed by the Vendor by applicable law or regulation or judicial authority, provided that the Vendor agrees, to notify, the Board in writing, duly signed by an authorized signatory, as soon as possible, upon becoming aware of any such requirement and confirming the necessity of the disclosure prior to such disclosure;
4. The Vendor shall promptly notify the Board in writing if any confidential information is required to be disclosed by law or other regulation and will co-operate with the Board regarding the timing and content of such disclosure or any action which the Board may elect to take to challenge the validity of such requirement unless such co-operation exposes the Vendor to claims, losses, damages or other liability for which the Vendor does not receive indemnification from the Board, and the Vendor undertake that any such disclosure shall be the minimum required by the relevant law or regulation in order for the Vendor to comply with its obligations there under.
5. The Vendor will not make, or permit its officers, directors, employees and professional advisors to make or procure or solicit or assist any other persons to make, any announcement or disclosure of the Confidential Information without the Board's prior written consent.
6. The Vendor and the Board shall individually keep a record of the Confidential Information provided by the Board to it in writing ("Confidential Information"). The Vendor shall, forthwith upon receipt of a written request from the Company or completion of the assignment as per the Bid or if the Vendor ceases to act as the Agency for .....(Work Title) of the Board:
  - i. Return to the Board any Confidential Information in the Vendor's possession or control of, or in the possession or control of, any of its employees, agents or professional advisors, together with all copies thereof, and
  - ii. Expunge all Confidential Information from any computer, word processor or similar device into which it has been programmed by the Vendor or its professional advisors on its behalf.
  - iii. Not make use of the information, contained in the confidential information for any of its business operations.
6. The Vendor acknowledges that neither the return of any Confidential Information nor the expunging of any Confidential Information from its records shall release it from its obligations under this Agreement. The obligations contained in this Agreement are continuing and, in particular, shall survive the completion of the project.
7. The Vendor agrees and acknowledges that the Board may be irreparably harmed by the breach of the terms hereof and damages may not be an adequate remedy and that injunctive relief is



an appropriate remedy to protect the rights of a party with respect to its Confidential Information. The Vendor shall be responsible for the breach of any of its covenants and obligations in this Agreement and will indemnify the Board from and against any claims, costs, expenses, losses or damages (including reasonable attorneys' fees) that are actually incurred by the Board and that are directly and solely attributable to the breach by the Vendor of its covenants and obligations in this Agreement. The Vendor further confirms that it is acting in this matter as principal and not as agent for any other person.

- 8. The rights, powers and remedies provided in this Agreement shall be in addition to, and not in substitution for, any other rights, powers and remedies provided by law. No failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege hereunder. The terms of this Agreement and the Vendor's obligations hereunder may only be amended or modified by written agreement between the Vendor and the Board.'

This Agreement shall be governed by and construed in accordance with Indian law. The parties hereby agree to submit to the jurisdiction of the courts of Mumbai.

If at any time any term or provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any rule of law or enactment, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.

- 9. This Agreement shall be freely assigned by the Board, with prior written notice to the Vendor, to any person or persons who are substituted in all in the interests or rights or obligations of the Board for the development of the Project.
- 10. All questions, disputes and differences arising under or in relation to this Agreement shall be referred to ..... (Work Order signatory) of The Board for consideration. The decision of .....(Work Order signatory) shall be final, conclusive and binding on all the parties to the Agreement.

IN WITNESS WHEREOF, the parties have caused this Non-Disclosure Agreement to be executed by their

respective duly authorized officers as of the day and year first herein above written.

Constituted Attorney / Authorized Signatory

For M/s \_\_\_\_\_

Chief Executive Officer (JNPA-SEZ)  
On behalf of the Board of Trustees of the  
JAWAHARLAL NEHRU PORT AUTHORITY

In the presence of:

In the presence of:



## **ANNEXURE-V:**

### **SEZ TERMS & CONDITIONS FOR SERVICE PROVIDERS**

The work order No. \_\_\_\_\_ dated \_\_\_\_\_ is for providing services for SEZ project of **M/s. Jawaharlal Nehru Port Authority (JNPA)- Port Based SEZ** located at **Navi Mumbai, Maharashtra.**

The conditions and requirements to be fulfilled are produced hereunder.

1. You have to mention the name and address of the SEZ on all documents as Services provided to **M/S Jawaharlal Nehru Port Authority (JNPA) Port Based SEZ**, in all your documents. In addition to the above all documents should mention the Letter of Approval No. F.1/4/2010-SEZ Dated 16.07.2014.
2. You need to mention below details under Bill to address:  
M/s. Jawaharlal Nehru Port Authority (JNPA)- Port Based SEZ  
Navi Mumbai, Maharashtra
3. JNPA –SEZ is entitled for various tax exemptions, duty benefits, concessions etc. on material procured for authorized Operations as per SEZ Act 2005 and Rules 2006. Further, as per the provisions of IGST Act and Rules, CGST Act and Rules all supplies to Jawaharlal Nehru Port Authority (JNPA)- Port Based SEZ is treated as Zero Rated Supplies.
4. Therefore, you are requested to follow the terms and conditions laid down in this letter to fulfil the entire requirement to avail the benefits mentioned in the Section 26 of SEZ Act and as per section 16(1), Section 16(3)(a) and (b) of IGST Act, 2017 and Rule 96A and Rule 89(1) of CGST Rules, 2017.
5. As per rule 96A of the Central Goods and Services Tax Rules, 2017 any registered person exporting goods without payment of integrated tax is required to furnish a bond or a Letter of Undertaking (LUT) in FORM GST RFD-11. The Direct suppliers to Jawaharlal Nehru Port Authority (JNPA)- Port Based SEZ shall furnish Letter of Undertaking in FORM GST RFD -11 to its Jurisdictional GST Commissionerate for supply to JNPA-SEZ without payment of IGST. Letter is undertaking is generally issued with a validity upto end of financial year in which it is issued.
6. Inter State Supplies: As per section 7(5)(b) of IGST Act, 2017, “supplies made to or by a SEZ Developer shall be treated to be a supply of goods or services or both in the course of inter-state Trade or Commerce”. Accordingly, all direct supplier will raise invoices under IGST only.
7. Zero Rated Supplies: All direct supplies made to Jawaharlal Nehru Port Authority (JNPA)- Port Based SEZ for Authorized operations shall be treated as Zero Rated Supplies in accordance to the provisions of Section 16(1) of IGST Act, 2017. Therefore, Jawaharlal Nehru Port Authority (JNPA)- Port Based SEZ - shall not be making any payment towards IGST on your invoices.
8. You will raise Tax invoices in accordance to the below mentioned provisions as applicable:
  - (i) Under Section 16(3)(a) and under and 96A of CGST Rules, 2017- After execution of Bond/LUT without payment of IGST; OR
  - (ii) Under Section 16(3)(b) and under and 89(1) of CGST Rules, 2017- Without execution of Bond/LUT and with payment of IGST. Later on you will have to claim refund from the department after making IGST payment as Jawaharlal Nehru Port Authority

(JNPA)- Port Based SEZ will not be making payment of IGST to you.- discuss  
exemption of IGST and CGST clauses

9. You shall raise Tax Invoice indicating all required details as per the provisions of Rule 46 of CGST Rules, 2017. If you fail to do so then Jawaharlal Nehru Port Authority (JNPA)- Port Based SEZ shall not be accepting your invoice and may lead to delay in payment. Further, if you fail to adhere to requirement of invoicing as per Rule 46 of CGST Rules, 2017, then Jawaharlal Nehru Port Authority (JNPA)- Port Based SEZ shall not be responsible for any duty liability in future.
10. You need to mention a note on the Tax invoices raised as per Rule 46 of CGST Rules, 2017 as per the option chosen by you:  
"SUPPLY MEANT FOR EXPORT/SUPPLY TO SEZ OR SEZ DEVELOPER FOR AUTHORISED OPERATIONS ON PAYMENT OF INTEGRATED TAX"  
OR  
"SUPPLY MEANT FOR EXPORT/SUPPLY TO SEZ OR SEZ DEVELOPER FOR AUTHORISED OPERATIONS UNDER BOND OR LETTER OF UNDERTAKING WITHOUT PAYMENT OF INTEGRATED TAX",
11. Mandatory billing under LUT Only: Though there are two options available to you for supplying to Jawaharlal Nehru Port Authority (JNPA)- Port Based SEZ, however you need to mandatorily supply goods or services under LUT only and we shall not accept any supply without LUT as otherwise assistance in obtaining endorsement from specified officer of SEZ for refund claim on your invoices as required under Rule 89(1) of CGST Rules, 2017 shall not be under the responsibility of Jawaharlal Nehru Port Authority (JNPA)- Port Based SEZ.
12. If the component of IGST has been included in the bill, Jawaharlal Nehru Port Authority (JNPA)- Port Based SEZ will not make the payment of the same unless and until specifically being approved or asked by Jawaharlal Nehru Port Authority (JNPA)- Port Based SEZ to do so in writing.
13. Any deviation from the Proposal and work order conditions should immediately be brought to the notice of Jawaharlal Nehru Port Authority (JNPA)- Port Based SEZ
14. It will be your responsibility to keep up to date records pertaining to services provided and the same shall be made available to M/S. Jawaharlal Nehru Port Authority (JNPA)- Port Based SEZ for filing Statutory Returns to Development Commissioner SEZ and any such authority as and when required within 5 days.
15. Please note that if you fail to fulfil any of the above mentioned conditions for availing the benefits, M/S. Jawaharlal Nehru Port Authority (JNPA)- Port Based SEZ deducts the same from your bills.
16. You will carry out the above mentioned work under the supervision and guidance of as per terms and conditions of the Proposal.

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## ANNEXURE-VI:

### FACILITIES FROM THE EMPLOYER

**Service, facilities and property to be made available to the Consultant by the Employer:**

Facilities: JNPA shall not be able to provide any facility except:

1. If available, rent free furnished office space within JNPA-SEZ premises, including Water & Electricity.
2. Unfurnished residential accommodations on chargeable basis at JNPA Township. Consultant shall access the requirements of residential. **The rent shall be charged as per notified rates of JNPA /MSEDCL time to time.** The available facilities in JNPA are as under:

- (i) Residential units in JNP Township: Type of houses and area:

Description	Built up Area
`A` type houses	45 Sq. mtr.
`B` type houses	65 Sq. mtr.

- (ii) Water charges: As per prevailing notified rates.
- (iii) Electricity charges : As per the prevailing scale of Maharashtra State Electricity Distribution Company Limited applicable to appropriate class of consumer category (such as domestic, non-domestic, high tension etc.) plus 5% of the total Electricity Bill amount as overheads
- (iv) Note: The residential units shall be allotted strictly on its availability and request from Consultant. Any increase in charges, shall be paid as per the prevailing notified rates as applicable. All other facilities like furniture, interiors, office equipment, stationary, communication facilities, Medical facilities to deployed staff, Vehicle for conveyance to reporting place etc. shall be arranged by the Consultant at his cost. Financial offer for the subject contract is deemed to include expenditure involved for arranging all such things.

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**ANNEXURE-VII:**  
**CHECK LIST OF DOCUMENTS TO BE**  
**SUBMITTED ALONG WITH BID (As applicable)**

Sr. no.	Name of document	Page No.
1	'Earnest Money Deposit (EMD)': Bank details/UTR No./Scan copy of BG/DD or MSE Registration, Declaration of MSE, Bid Security Declaration <b>Form-XIIIA&amp;B.</b>	
2	<b>Form-I: 'Letter of Application'</b>	
3	<b>Form-II: General Information, scan Copy of registration/ incorporation of firm</b>	
4	<b>Form-III: Financial Data, Audited statements for last Three years, Turnover certificate, PAN , GST certificate ----- For MQC</b>	
5	<b>Form-IV: List of Current Commitments In Hands- Stands Deleted</b>	
6	<b>Form-V: List o f Similar Works Completed In Past</b>	
7	<b>Form-VI: EXPERIENCE IN SIMILAR WORKS along with requisite documents ----- For MQC &amp; for 2<sup>nd</sup> stage bid evaluation</b>	
8	<b>Form-VII A -- : The details of Personnel on payroll along with requisite documents For MQC Form-VII B --: Details of EPFO Registration</b>	
9	<b>FORM-VIII: The details of Personnel on payroll along with requisite documents----- For MQC</b>	
10	<b>FORM-IX: Details of Key Personnel alongwith CVs and requisite documents – for 2<sup>nd</sup> stage bid evaluation</b>	
11	<b>(If applicable) Form-X A: Declaration In Case Of Mse Bidders / Start-Up Companies Form-X B</b>	
12	<b>Form-XI : A scan copy of certified 'Power of Attorney'- Stands Deleted</b>	
13	<b>Form-XII: NEFT/RTGS Mandate form alongwith cancelled cheque</b>	
14	<b>Form-XIII: Integrity Pact - scan copy</b>	
16	<b>Confirmation of Acceptance of all the 'Terms and Conditions' and Scope of Work</b>	
17	<b>Information regarding Current Litigation/s, if any, on company letterhead.</b>	
18	<b>Declaration on non-debarment on company letterhead</b>	
19	<b>Copy of ISO Certificates--- for 2nd stage bid evaluation</b>	
20	<b>In Price Bid- As per Section-8: Form of Tender/Bid and Price Schedule</b>	

## **ANNEXURE –VIII :**

### **LIST OF DOCUMENTS TO BE SUBMITTED BEFORE COMMENCEMENT OF WORK (As applicable)**

Sr. No	Documents to be submitted
1	Performance guarantee (within 21 days)
2	Contract agreement, Non- Disclosure Agreement – ( within 30 days)
3	Third Party Insurance
4	Details of computers and other equipment for execution of the contract
5	<b>Stands deleted</b>
6	Bound volume consisting of Bid, Work Order, LOA, Agreement etc.
7	SEZ Terms & Condition for Service Providers

## **ANNEXURE-IX:**

### **LIST OF DOCUMENTS TO BE SUBMITTED FOR PAYMENT**

<b>Sr. No.</b>	<b>Name of document</b>
1	Zero Rated Invoice in Triplicate alongwith Invoice Scrutiny Report from JNPA-SEZ Cell for exemption of IGST.
2	Monthly progress report
3	Monthly attendance record

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## **SECTION: 7 (A) -- FORM OF TENDER/ BID**

**NOTE: THIS 'FORM OF TENDER/ BID' SHALL BE FILLED IN, PRINTED ON BIDDER'S FIRM'S LETTERHEAD AND UPOADED ALONG WITH THE "PRICE BID" ONLY and NOT in Technical Bid.**

To,  
The Chief Executive Officer (JNPA-SEZ),  
JAWAHARLAL NEHRU PORT AUTHORITY,  
Sheva, Navi Mumbai – 400 707.

**Financial Bid old one will take**

**Sub: BID FOR “Selection of agency to support JNPA SEZ as developer for compliance of SEZ Act provisions and provide advisory services to stake holders of JNPA SEZ ).**

Ref: GeM Bid No. \_\_\_\_\_ dated \_\_\_\_\_

Sir,

- 1) Having visited the Site and examined the Invitation to Bid, Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract, we hereby offer to execute the Work as given in the subject Bid and as per specifications, Scope of Work and schedules for the sum of price quoted in price schedule or such other sum as may be sanctioned in accordance with the conditions.
- 2) All Rates quoted in Price Bid are **EXCLUSIVE of GST component.**
- 3) Unless and until a formal agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.
- 4) We understand that you are not bound to accept the lowest or any Bid you may receive.
- 5) If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.- copy this and keep
- 6) **Remuneration Component:**

We hereby give below mentioned rates for the **monthly** remuneration rates for deployment of the Key Personnel inclusive basic pay, VDA, all allowances, transport, residential accommodation, all other expenses/overheads etc. which shall be considered only for addition/reduction of said manpower if ordered by Employer and for deduction & penalty towards shortage of manpower:

S. No	Personnel	Number of Personnel	Man-month Rate (INR)
1	SEZ Compliance professional	1	
2	Accounting and finance support	2	
4	<b>SEZ Executive</b>	2	
	<b>Total</b>	5	

**Note-1:** Please note that above rates will only be considered for





Addition/Reduction of Manpower & calculation of Deduction & Penalty. **These Rates will not be considered for price bid evaluation.**

**Note-2: Deduction & Penalty for shortage of manpower:** An amount of deduction & penalty towards shortage of manpower in respect of absenteeism shall be deducted from the monthly payment of contractor based on the per day wage derived from the monthly wages quoted in Remuneration component for each category as mentioned in Deduction & Penalty Clause.

**SEAL OF THE BIDDER'S  
FIRM AND ADDRESS IN  
FULL**

**Name & Signature**  
**In the capacity of \_\_\_\_\_**  
**duly authorized to sign Tender/ Bid**  
**for and on behalf of the Bidder**

**SIGNATURE OF THE  
WITNESS-1 WITH NAME  
& ADDRESS IN FULL**

**SIGNATURE OF THE  
WITNESS-2 WITH NAME  
& ADDRESS IN FULL**

**Date :     /     / 2024**



## **SECTION: 7(B) – PRICE SCHEDULE**

**NOTE: PRICE SCHEDULE SHALL BE SUBMITTED ONLINE E-BIDING MODE ON GEM  
PORTAL ONLY**

**Price Schedule for “Proposal for Selection of agency to support JNPA SEZ as developer for compliance  
of SEZ Act provisions and provide advisory services to stake holders of JNPA SEZ.**

From,

To,

The \_\_\_\_\_,  
Jawaharlal Nehru Port Authority  
Administration Building, Sheva,  
Navi Mumbai - 400 707

**Subject: Proposal for Selection of agency to support JNPA SEZ as  
developer for compliance of SEZ Act provisions and provide advisory  
services to stake holders of JNPA SEZ**

Sir,

I/We \_\_\_\_\_,  
Consultant/Consultancy firms have perused the proposal document for subject  
assignment containing Terms of Reference and other details and am/are willing to  
undertake and complete the assignments as per all terms and conditions stipulated in  
the Proposal Document.

My/Our financial price offer is inclusive of all taxes (excluding GST), incidentals,  
overheads, travelling expenses, printing and binding of reports, expenditure related to  
presentations to be made to various authorities, sundries and all other items  
mentioned below in “Notes” and all other items involving expenditure for execution of  
this assignment covering scope of consultancy services as stipulated in “Terms of  
Reference” is quoted below for selection of my/our firm/organization as **“Selection of  
agency to support JNPA SEZ as developer for compliance of SEZ Act provisions  
and provide advisory services to stake holders of JNPA SEZ”**

Note: While uploading of signed copy of the said Form on web portal upload signed copy without figures (if any figures included in it then the bid will be rejected)

S N	Description	Total amount without tax per month in INR (X)	Total amount for 36 months without tax in INR (Y)
1	Our total Financial offer for 36 months for the subject project along with onsite manpower deployment and support		
<b>Part</b>	<b>Description</b>	<b>Percent of above offer</b>	<b>Total in Rs.</b>
<b>A</b>	Total cost of Back-end support of agency for 36 month	30% of Y	
<b>B</b>	Total cost of minimum 5 (Five) professional with relevant support at site for 36 month	70% of Y	
	Total quoted amount as above at <b>(1)</b>	100%	
	<b>Bifurcation of Part – B cost for manpower to deploy for 36 months onsite with qty</b>	Rate per month without tax in INR	Total for 36 months without tax in INR
1	SEZ compliance professional (01 number)		
2	Accounting and finance executive (02 number)		
3	SEZ Executive (02 number)		
	<b>Total of Part B</b>		

**Note:** While giving quote for above professional persons following points need to be considered.

1. In case of any discrepancy in amount quoted in figures and words, the amount quoted in figures will prevail.
2. The Estimated Cost for 03 years' contract period provided above is Exclusive of GST. The Bidder shall quote ITEMWISE Total Price for 03 years' contract period Exclusive of GST.
3. **The bidder shall submit detailed break up of prices at 'Financial Document indicating price break up Required' for prices quoted in Price Bid/Schedule, if not submitted, along with price bid, it will be stated cancelled.**



4. The above rates shall be inclusive all components e.g. Salary, Wages (compliance of minimum wages to insure), all statutory provisions, Bonus, PF, WCP, Insurance, all statutory Allowances, expenses, overheads, profit, provision of vehicle, provision of equipment and materials and back-end support staff etc. From Second Year onwards, an annual escalation/increase in rate will be considered @6% on previous year contract price. No additional payment or escalation will be made at any circumstances during the entire contract period on whatsoever account/reasons.
5. Presently GST is not applicable in accordance with the SEZ Act & Rules. The above rates should not include the GST component. However, if applicable, the same shall be reimbursed after providing the paid GST challans. In case of any NEW TAX is made applicable, the same shall be reimbursed after providing the paid Tax challans.
6. The provision of deployment of manpower is indicative, JNPA-SEZ may change/revise deployment pattern as per actual requirement.
7. The Bidder has to quote the Total Price for 03 Years' Contract Period as per above format separately and the contract price of each year of contract will be derived proportionately.
8. Agency will provide these services through the deployment of competent personnel (details as briefed above) with the requisite tools (Computers, laptop, printers - color and B/W, scanners, related application software and stationery) at the JNPA SEZ site, also the backend experts will support execution of the deliverables in time bound manner
9. Agency will have to provide a vehicle for discharge of project related activities to SEZ cell.
10. Agency to ensure the deployed manpower movement as per need basis for various onsite activities.
11. Agency will have to make their own arrangement for sitting of required professional. If possible JNPA may provide space for sitting on mutually agreed terms. The clerical, office support manpower, pantry to be provided by agency

I/we also agree to accept the payments as detailed below:

The payment will be released in 36 monthly installments as follows:

Payment to be released per month = Cost of Part A / 36 + cost of Part B / 36

Yours Sincerely,









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

Date:

Full Name of authorized signatory: \_\_\_\_\_ Place: \_\_\_\_\_

Designation: \_\_\_\_\_

# **HIGHLIGHTS**

-  Accredited with ISO 9001:2015, ISO 27001:2013, ISO 14001:2015, ISO 45001:2018 Certification
-  Ranks 33<sup>rd</sup> among the top 100 world Container Ports
-  Handles 49% of India's Major Port's total containerized cargo
-  ISPS Code Compliant
-  Highly automated and computerized operations with Single Window System
  
-  Greener Port in India
-  Served by 29 Container Freight Stations & 31 Inland Container Depots
  
-  Port Based Special Economic Zone



## **JAWAHARLAL NEHRU PORT AUTHORITY**

### **Special Economic Zone**

- **Port Office:**

Administration Building, Sheva,  
Navi Mumbai - 400 707, India.  
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