

EXPRESSION OF INTEREST

for Selection of Shipping Lines

for

Operation of

**DEDICATED COASTAL CONTAINER SHIPPING SERVICE BETWEEN
KANDLA, DPA AND TUTICORIN, VoCPA**

EOI Notice No: IPRCL/Mumbai/Shipping Lines/2026

Date: 24.06.2026

Last Date & Time of Submission of EOI: 24.07.2026 up to 3:00 PM

INDIAN PORT RAIL & ROPEWAY CORPORATION LIMITED (IPRCL)

4th Floor, Nirman Bhavan, M. P. Road, Mazgaon (E), Mumbai-400010.

Email: tenders@iprcl.in / bd@iprcl.in

Website: www.iprcl.in

Important Information of the Tender

Sl No	Particular	Date & Time / Details
1	Name of the Assignment	Expression of Interest (EOI) for Selection of Shipping Line for operation of DEDICATED COASTAL CONTAINER SHIPPING SERVICE BETWEEN KANDLA, DPA AND TUTICORIN, VoCPA.
2	Date of Publication	24.06.2026
3	Last Date & Time for Submission of Queries / Clarification (Email: tenders@iprcl.in)	10.07.2026 by 5:00 PM
4	Response to Queries / Clarification	20.07.2026 by 5:00 PM
5	Last Date & Time for Bid Submission (Speed Post / Registered Post / Courier / by Hand)	24.07.2026 by 03:00 PM

6	Bid Submission Place	Group General Manager/HQ, Indian Port Rail & Ropeway Corporation Limited, 4 th Floor, Nirman Bhavan, M. P. Road, Mazgaon (E), Mumbai-400010.
7	Bid Opening Place	IPRCL Office, Mumbai
8	Opening (Date & Time)	24.07.2026 at 3:30 PM
10	Period of Contract	Initially the vessel shall be chartered for 6 months which may be extended upto 2 years based on the requirement and availability of cargo. However, the Service of 1000-1200 TEUs capacity vessel on weekly basis will be initially for Six Months and may be extended further based on satisfactory performance and requirement. The vessel shall ply as a scheduled service between Kandla and Tuticorin and therefore will be calling at these ports at fixed windows of arrival and departure.

Note: At any time prior to the deadline for submission of EOI, IPRCL may issue Corrigendum, Addendum or Clarification through its website (www.iprcl.in) only. Participants are requested to go to IPRCL's website regularly.

Group General Manager (HQ)
Indian Port Rail & Ropeway Corporation Limited

DISCLAIMER

1. All information contained in this EOI and subsequently provided is in good faith. This EOI is not an agreement or an offer by IPRCL to the prospective applicants. The purpose of this EOI is to provide information to interested parties that may be useful to them in formulating and submitting their applications.
2. IPRCL accepts no liability of any nature, whether resulting from negligence or otherwise, howsoever caused, arising from reliance by any applicant upon the statements contained in this EOI.
3. IPRCL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this EOI without assigning any reason or providing any notice and without accepting any liability for the same.
4. The issue of this EOI does not imply that IPRCL is bound to select an applicant or to appoint the selected applicant as the case may be. IPRCL reserves the right to cancel this EOI and/or invite a fresh EOI with or without amendments, without liability or obligation, and without assigning any reason. Information provided at this stage is merely indicative.

1. Introduction and Objective:-

Indian Port Rail & Ropeway Corporation Limited (IPRCL), a Company under the Ministry of Ports, Shipping and Waterways (MoPSW), Government of India. The EOI is for selection of Shipping Line for operation of DEDICATED COASTAL CONTAINER SHIPPING SERVICE BETWEEN KANDLA, DPA AND TUTICORIN, VoCPA to encourage modal shift from conventional road and rail transportation to a more efficient and cost-effective coastal shipping route. This coastal container service would significantly reduce the logistics cost, improve supply chain efficiency, and promote coastal shipping as a sustainable mode of transportation when compared to the logistics cost of Road/Rail mode of transport. This would give clear visibility and certainty to the shippers to consider transportation of their container cargo through the coastal route

Through this EOI, technically suitable agencies will be shortlisted and thereafter financial bids will be invited from shortlisted agencies.

2. Scope of Work

The responsibility of shipping lines will be to charter and operationalize coastal container service of 1000 to 1200 TEUs as shuttle service between DPA to VoCPA and return on continuous basis for an initial period of 06 Months.

The preliminary responsibility will be as under: -

- 1.0 Placing and operationalizing 1000- 1200 TEUs ship as continuous shuttle service run between DPA to VoCPA and Return mode along with crew as a scheduled service.
- 2.0 To ensure deployment of suitable vessel for containerized cargo.
- 3.0 Dedicated vessel deployment for the voyage during entire period of service. (No. of services may be increased on same rates, if demand is high in future)
- 4.0 Vessel scheduling and voyage management.
- 5.0 Bunker procurement and management.
- 6.0 Port agency coordination.
- 7.0 Port dues and marine services.
- 8.0 Cargo and terminal coordination including loading and unloading.
- 9.0 Commercial management of vessel slots.
- 10.0 Coordination with port authorities and stakeholders.
- 11.0 Customer support and cargo movement monitoring.
12. To market the advantages of this service in the trading fraternity to attract cargo booking.

3. Information to the Bidder

1. A Bidder may be a natural person, private entity, government-owned entity, or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Single Entity/ Joint Venture (JV). The bidder must ensure the following:
 - (a) In case of Single Entity:
 - i. Submit Power of Attorney authorizing the signatory of the EOI to commit the bidder.
 - (b) In case of Joint Venture:
 - i. Submit MOU, as per form given.
 - ii. The JV shall nominate a Representative through Power of Attorney (Form given in Section 4) who shall have the authority to conduct all business for and on behalf of any and all the

parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

- iii. Submit Power of Attorney by individual partners to lead partners as per form
- iv. In case a Joint Venture is the successful bidder, the Joint Venture Agreement should be entered by the Joint Venture partners. The duly signed Joint Venture Agreement should be submitted along with the Performance Security to the employer after notification of the award of contract within 28 days.

2. Earnest Money Deposit (Bid Security): Rs. 2 Crores.

Bidders are not required to submit the Earnest Money Deposit (EMD) at the initial stage of bidding.

However, only those bidders who are found technically qualified shall submit the EMD along with their financial bid. The EMD may be furnished in the form of a Demand Draft (DD), Bank Guarantee (BG), NEFT, or RTGS, in favor of "Indian Port Rail & Ropeway Corporation Limited" payable at Mumbai. The Bank Guarantee, if submitted, shall be in the format prescribed in **Annexure-A**. Financial bids submitted without the requisite EMD shall be liable to rejection.

IPRCL Bank Address Details: -

Beneficiary Name: - Indian Port Rail & Ropeway Corporation Limited

Beneficiary Bank Name: - State Bank of India

Branch Address- Mumbai Samachar Marg, Horniman Circle, Fort, Mumbai

Account Number: - 35289426927

IFSC Code: - SBIN0000300

Performance Security - The Performance Security shall be for an amount of 5% (Five percent) of the Accepted Contract Amount excluding GST. The same may be furnished in the form of a Demand Draft (DD), Bank Guarantee (BG), NEFT, or RTGS, in favor of "Indian Port Rail & Ropeway Corporation Limited" payable at Mumbai, valid for a period of 28 days beyond issue of performance certificate. The format will be shared accordingly.

3. Submission of Bids:

EOI shall be submitted by Speed Post / Registered Post / Courier or by Hand at the IPRCL office at 4th Floor, Nirman Bhavan, M P Road, Mazgaon (E), Mumbai-400010, as per the scheduled date and time. The bidder shall submit EOI in sealed envelopes (clearly marked Agency name) enclosed in a larger sealed envelope super-scribed as "Expression of Interest (EOI) for Selection of Shipping Lines for DEDICATED COASTAL CONTAINER SHIPPING SERVICE BETWEEN KANDLA, DPA AND TUTICORIN, VoCPA with the Agency name, address, Email ID and Contact Number on the cover.

The EOI is also available on IPRCL website i.e <https://www.iprcl.in/> in offline tender section.

4. Statutory Compliance (EPF/ESIC)

The Contractor shall abide by the provisions of ESIC Act, 1948 (extended/amended from time to time) to take care of insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness or disease. In addition, the contractor shall also maintain insurance against liability for claim of death of any person employed by the Contractor or any other of the Contractor's Personnel.

The Employer and the Employees shall also be indemnified under the policy of insurance, except that this insurance may exclude losses and claims to the extent that they arise from any

act or neglect of the Employer or of the Employer’s Representative. The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor’s employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.

5. The Bidder is expected to examine all instructions, forms, terms, and specifications in the EOI Document. Failure to furnish all information or documentation required by the EOI Document may result in the rejection of the bid. Bids not complying with the requirements of the EOI document, including incomplete submissions or non-conformity, shall be rejected.
6. The lowest quoted Financial Proposal shall be declared as the successful bidder and awarded the contract.

5. General Terms and Conditions

1. The bidder shall submit self-attested documentary proof in support of all conditions mentioned herein and shall also submit a clause-by-clause compliance certificate. Incomplete offers or partial bids shall be summarily rejected without further correspondence.
2. **Period of Contract:** Initially for 02 years. However, the Service of 1000-1200 TEUs capacity vessel on weekly basis will be initially for Six Months and may be extended further upto 2 years based on satisfactory performance of the Shipping lines and demand for the vessel.

6. Technical Bid

Sl. No.	Technical Criteria	Documentary Proof Required
1	Should not have been defaulted / blacklisted by any Govt. Dept. / PSU of India; no pending litigation against the bidder with any Central / State Government department.	Self-declared Affidavit on Non-Judicial Stamp Paper of Rs. 100/-
2	Agency shall be a Proprietorship / Partnership Firm / Company / MSME registered under applicable laws / society/JV.	Self-certified copy of Certificate of Incorporation or Udyam / Udyog Aadhaar Registration
3	Should have valid GST Registration.	Self-certified copy of GST Registration Certificate
4	Should have valid PAN Registration.	Self-certified copy of PAN Card
5	Average Annual Financial Turnover of the bidders during the last three years ending 31st March of the previous financial year should be at least Rs. 90 Cr.	Copy of Audited Financial Statements / Audit Report from a Chartered Accountant.

6	Submission of audited balance sheets for the last five financial years to demonstrate the current soundness of the Bidders financial position. As a minimum criterion, Profit Before Tax (PBT) should be positive for three financial years out of last five financial years.	Copy of Audited balance sheet indicating the PBT
7	Profile of the Organization.	Self-certified copy of Organization Profile
8	<p>Work experience in Shipping Line</p> <p>(a) The Bidder shall maintain a technically qualified and experienced in-house team for day-to-day commercial and operational management of vessels. The team shall possess demonstrated experience in vessel chartering, voyage management, port coordination, and commercial shipping operations</p> <p>(b) The Bidder or its group companies shall have a proven track record in NVOCC operations and containerized cargo transportation. The Bidder shall possess a valid Multimodal Transport Operator (MTO) Registration issued by the competent authority in India.</p> <p>(c) To ensure competitive and economical rates to the public , the Bidder, including its affiliates, subsidiaries, holding companies, consortium members, or entities under common control, shall not be the existing service provider presently engaged in providing the same or substantially similar service under the sector covered by this tender. Any bid submitted by such existing service provider, whether directly or through any associated entity, shall be liable for rejection.</p> <p>(d) The Bidder including its affiliates/ group companies shall have a minimum of Two (2) years' experience in freight forwarding, multimodal transportation, logistics management, or related cargo transportation services.</p> <p>(e) The bidder shall have a proven record of compliance with applicable maritime, customs, port, and statutory regulations and shall not have been blacklisted by any major port authority or government agency during the preceding five (5) years</p> <p>(f) The Bidder including its affiliates/ group companies shall have at least Two (2) qualified Master</p>	Self-certified copies of Work Orders and Completion / Experience Certificates

	<p>Mariners on its roll . Such Master Mariners shall possess demonstrated experience in both seagoing vessel operations and shore-based commercial maritime activities, including shipping operations, vessel chartering, liner services, logistics, freight forwarding or related maritime business functions.</p>	
	<p>(g) The bidder must demonstrate minimum total cargo volume of not less than 30000 MT combined handled at any port during the past two years.</p>	

** Please provide page numbers of the documentary proof submitted against each criterion above.*

7. Financial Bid-

- a. Bidders are not required to quote their price at this stage. Bidders who meet the technical experience and credentials will be advised by email to submit their financial bids as per Annexure-D “Financial Bid Format”. The bidders shall quote only one rate for the EOI. Conditional EOI will not be accepted.
- b. The successful bidder shall be required to pay the performance security for an amount of 5% (Five percent) of the Accepted Contract Amount excluding GST as mentioned.
- c. Address commission of 2.5% of daily charter hire to be payable to IPRCL as charterer of the vessel

8. Evaluation of Bid-

- a. The Tendering Authority (IPRCL) shall evaluate EOI for substantive responsiveness, completeness and furnishing of required sureties & shall shortlist all eligible bidders.
- b. Any EOI found substantially non-responsive shall be rejected by the Evaluation Committee.
- c. IPRCL may waive any minor informality or non-conformity in the EOI that does not constitute a material deviation.
- d. IPRCL shall evaluate and compare all substantially responsive EOI in detail.
- e. The shortlisted bidders who meet the technical credentials will be asked by IPRCL to submit their financial bid as per Annexure-D “Financial Bid Format”. The shortlisted Agency quoting the lowest price bid shall be the selected bidder.

9.0 Transit Time:-

Route: Kandla (DPA)- Tuticorin (VoCPA)- Kandla (DPA)

The tentative transit time for each voyage, including both onward and return journeys, is estimated to be between 20 and 24 days including loading/unloading at both the Ports.

10. Legal Dispute

Any legal dispute arising out of this contract shall be subject to the jurisdiction of the appropriate Court of law situated within Mumbai. The decision of the Court in this regard shall be final and binding.

11. Termination on Default

IPRCL may, without prejudice to any other remedy for breach of contract, by written notice of default, terminate this contract in whole or in part if:

- a. The Agency fails to deliver any or all services within the time specified in the contract or any extension thereof granted by IPRCL; or
- b. The Agency fails to perform any other obligation(s) under the contract; and

- c. The Agency, in either of the above circumstances, does not remedy its failure within 15 days (or such longer period as IPRCL may authorize in writing) after receipt of the default notice. The notice period for termination shall be one calendar month.

**Bid Security/EMD
Bank Guarantee**

(On non-judicial stamp paper of the appropriate value in accordance with Stamp Act. The stamp paper should be in the name of the Executing Bank).

From:

..... **[Insert Bank's Name, and Address of Issuing Branch or Office]**

To:

The Managing Director,
Indian Port Rail and Ropeway Corporation Limited,
4th Floor, Nirman Bhawan,
M P Road, Mazgaon,
Mumbai-400010.

Beneficiary: Indian Port Rail and Ropeway Corporation Limited (hereinafter called "the employer")

Date:.....

Bid Security No.:

We have been informed that **[Insert name of the Bidder]**..... (hereinafter called "the Bidder") intends to submit to you its bid (hereinafter called "the Bid") for the execution of **[name of contract]** under Invitation for Bids No. dated ("the IFB").

WHEREAS, the Bidder is required to furnish Bid Security for the sum of **[Insert Value of Bid Security required]**, in the form of Bank Guarantee, according to your conditions of Bid.

AND

WHEREAS, **[Insert Name of the Bank]**, with its Branch **[Insert Address]** having its Headquarters office at..... **[Insert Address]**, hereinafter called the **Bank**, acting through **[Insert Name and Designation of the authorised persons of the Bank]**, have, at the request of the Bidder, agreed to give guarantee for Bid security as hereinafter contained, in favour of the Employer:

1. KNOW ALL MEN that by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Employer full amount in the sum of **[Insert Value of Bid Security required]** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the Bidder and without the Employer being required to show grounds or give reasons for its demand of the amount so demanded.

4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Employer and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Employer at any time.
6. This guarantee will remain valid and effective from..... *[Insert date of issue]*till*[insert date, which should be minimum 42 days beyond the expiry of bid validity date in the IFB]*. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Employer herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee (s) of Bidder in favour of the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.

Date
Place.....
.....
Bank's Seal and authorized signature(s)
[Name in Block letters].....
[Designation].....
[P/Attorney] No.

Witness:

1 Signature

Name & Address & Seal

2 Signature

Name & address & Seal

Bank's Seal

[P/Attorney] No.

Note: All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

INTEGRITY PACT FORMAT (IP)

(To be executed on Company Letter Head and submitted along with Technical Bid/Tender documents for tenders having a value of Rs. 5 Cr or above for Civil PMC works; Rs. 4 Cr. or above for Electrical & Signalling works and Rs.5 crore or above for Track works. To be signed by the Bidder and same signatory competent/ authorized to sign the relevant contract on behalf of the IPRCL)

This integrity Pact is made at _____ on this _____ day of _____ 2026.

BETWEEN

Indian Port Rail & Ropeway Corporation Limited (IPRCL) represented through its Managing Director having its office at 4th Floor, Nirman Bhavan, Mumbai Port Trust Building, M P Road, Mazgaon (E), Mumbai, (hereinafter referred to as the “Principal/Owner” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) AND

{Name and address of the Firm/Company}, (hereinafter referred to as “The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)

Preamble

Whereas, the Principal has floated the Tender *{NIT/RFP Nodtd}* (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract/s for *{Name of the work}* (hereinafter referred to as the “Contract”).

And Whereas the Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as “Integrity Pact” or “Pact”) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants contained in this pact, the parties hereby agree as follows and this pact witnesses as under:

Article-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 Tender for, or the execution of a Contract, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which the person is not legally entitled to.
- (b) The Principal will, during the Tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/

additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- (c) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

Article – 2: Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) 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 contract, submission or non submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) will not use improperly, for purposes of completion 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(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.
- (e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) 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. He shall also disclose the details of services agreed upon for such payments.
- (f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (g) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

Article - 3 Disqualification from tender process and exclusion from future contracts.

- (1) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.
- (2) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) and the amount of the damage. The exclusion will be imposed for a maximum of 3 years.
- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that “On the basis of facts available there are no material doubts”.
- (4) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal’s absolute rights 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.
- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall be final and binding on the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), however, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can approach IEM(s) appointed for the purpose of this Pact.
- (6) On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall not be entitled for any compensation on this account.
- (7) Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article – 4: Compensation for Damages.

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
- (2) In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/

Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/ or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

Article – 5: Previous Transgressions

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article – 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors.

- (1) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) undertake(s) to demand from all sub-contractors 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 with all Bidders/ Contractors/ Concessionaires/ Consultants and subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Article – 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s).

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant or subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article- 8: Independent External Monitor (IEM)

- (1) There shall be an Independent External Monitor (IEM) (herein after referred to as "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.

As on date, the following IEMs are nominated by CVC

(i) Smt. Vijay Laxmi Tiwari
B-8, Tower-10, New Moti Bagh,
New Delhi-110023
[Email: vltiwari@gmail.com](mailto:vltiwari@gmail.com)

(ii) Lt. Gen. Nav K Khanduri
House No A-5/8, 3rd floor,
DLF Valley, Pinjore Kalka Urban
Complex, Sector-3, Panchkula,
Haryana-134107
Email:
navkkhanduri@yahoo.co.in

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director General (Road Development) & Special Secretary.
- (3) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) 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 Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding 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 **Managing Director , Indian Port Rail & Ropeway Corporation Ltd.**, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the **Managing Director , Indian Port Rail & Ropeway Corporation Ltd**, a substantiated suspicion of an offence under relevant IPC/PC Act, and Managing Director , **Indian Port Rail & Ropeway Corporation Ltd** has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

Article – 9 Pact Duration

This Pact begins when both parties have legally signed it (in case of EPC i.e. for projects funded by Principal and consultancy services). It expires for the Contractor/ Consultant **12 months** after his Defect Liability Period is over or **12 months** after his last payment under the contract whichever is later and for all other unsuccessful Bidders **6 months** after this Contract has been awarded. (In case of BOT Projects) It expires for the concessionaire **24 months** after his concession period is over and for all other unsuccessful Bidders **6 months** after this Contract has been awarded.

If any claim is made/ lodged during his time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Managing Director , Indian Port Rail & Ropeway Corporation Ltd.

Article - 10 Other Provisions.

- (1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. **Mumbai** .
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor/Concessionaire/Consultant is in a partnership or a consortium Joint Venture partner, this pact 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 intentions.
- (5) Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- (6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness:-

(For & On behalf of the Principal)

(For & On behalf of the Bidder/ Contractor/
Concessionaire/ Consultant)

(Office Seal)

Place _____

Date _____

Witness 1 : (Name & Address):

Witness 2 : (Name & Address):

{COUNTERSIGNED and accepted by:

JV Partner

Note : Successful Bidder must execute Integrity Pact (duly filled) on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper has to be in the name of the bidder and submitted along with copy of acceptance of LOA.

**FORM OF CONTRACT PERFORMANCE SECURITY
(BANK GUARANTEE)**

[Refer Clause 41 of Instructions to Bidders]

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank).

From:

Name and Address of the Bank.....

.....

To:

The Managing Director,
Indian Port Rail and Ropeway Corporation Limited
4th Floor, Nirman Bhavan,
M P Road, Mazgaon,
Mumbai-400010

WHEREAS, Indian Port Rail and Ropeway Corporation Limited, hereinafter called the Employer, acting through [Insert Designation and address of the Employer’s Representative], has accepted the bid of [Insert Name and address of the Contractor], hereinafter called the Contractor, for the work of [Insert Name of Work], vide Notification of Award No.[Insert Notification of Award No.].

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of [Insert Value of Performance Security required], in the form of bank guarantee, being a condition precedent to the signing of the contract agreement.

WHEREAS, [Insert Name of the Bank],with its Branch [Address]having its Headquarters office at [Address], hereinafter called the Bank, acting through [Designation(s) of the authorised person of the Bank], have, at the request of the[Insert name of the JV partner], a JV partner on behalf of the contractor, agreed to give guarantee for performance security and additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We the undersigned [Insert name(s) of authorized representatives of the Bank],being fully authorized to sign and incur obligations for and on behalf of the Bank,confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay the Employer the full amount in the sum of [Insert Value of Performance Security required]as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Employer of Bank.

On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.

The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the contractor and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.

The Bank Guarantee shall be unconditional and irrevocable.

- 1. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Contractor.

The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.

This guarantee is valid and effective from the date of its issue, which is [insert date of issue]. The guarantee and our obligations under it will expire on[Insert the date twenty eight days after the expected end of defect liability period]. All demands for payment under the guarantee must be received by us on or before that date.

9.The Bank agrees that the Employers right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Employer or the guarantee is released by Employer before the Expiry date.

10. The Bank agrees that its obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.

11.The expressions Bank and Employer herein before used shall include their respective successors and assigns.

12.The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

13.The Guarantee shall be in addition to and without prejudice to any other security Guarantee(s) of the contractor in favour of the Employer available with the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.

Date

Place.....

.....
[Signature of Authorised person of Bank]

.....
[Name in Block letters]

.....
[Designation]

.....
[P/Attorney] No.

.....
Bank's Seal

[P/Attorney] No.....

Witness:

Signature

Name & Address & Seal

Signature

Name & address & Seal

Note :

All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

2 In case the guarantee is issued by a foreign Bank, which does not have operations in India, the said bank shall have to provide a counter-guarantee by State Bank of India.

3. In case the Contractor is a JV, the Performance Security is required to be furnished on behalf of the JV in favour of the Employer by the JV Partners in proportion of their respective percentage share specified in the JV Agreement. The percentage share of M/s [Insert Name of the JV Partner] in the JV is [Fill share % in the JV] percent. All the Bank Guarantee of JV Partners are liable to be encashed cumulatively.

Annexure-D: Financial Bid Format

Name of the Work: Expression of Interest (EOI) for Selection of Shipping Lines for DEDICATED COASTAL CONTAINER SHIPPING SERVICE BETWEEN KANDLA, DPA AND TUTICORIN, VoCPA

Name of the Shipping Lines:-

Description	Quoted Price Excluding GST	
	In Figures	In Words
Shipping Lines for DEDICATED COASTAL CONTAINER SHIPPING SERVICE BETWEEN KANDLA, DPA AND TUTICORIN, VoCPA (1)The cost includes Vessel Charter Hire charges, Crew Charges, Bunker, Port Charges, Agency Charges, Documentation, Commercial Operations, Customer Service Support, Service Management & Voyage administration, Storage and Vessel Planning, Risk Coverage, cargo booking at both the ports, loading and unloading of cargo , Schedule Integrity, Commercial buffer, Slot sales charges, coordination charges, Sundry charges, Transportation, office overhead, manpower, marketing and other vessel operating charges etc. for successful operation of voyage. (2) Capacity of offered Vessel in TEUs (3) Flag of the Vessel	Indian <input type="text"/> Foreign <input type="text"/>	

NOTE:-(i)All payments will be made in INR on successful completion of voyage (to and fro)

(ii) The bidder can quote rates in any currency. However, he will have to quote the rates in INR also both in figures and words. The currency conversion rates will be as published by RBI as on date of publishing the EOI. The documentary evidence of RBI rates shall be attached. (iii) GST will be paid extra.

Bidder's Full Signature: _____

Bidder's Name with Stamp/ seal: _____

Bidder's Address: _____

Contact No.: _____

E-mail ID: _____

Date: _____