

V.O. CHIDAMBARANAR PORT AUTHORITY



e-TENDER CUM e-AUCTION DOCUMENT

**ALLOTMENT OF PORT LAND FOR 30 YEARS LEASE PERIOD ON UPFRONT /
ANNUAL PAYMENT BASIS IN V.O.CHIDAMBARANAR PORT FOR PROMOTING
INDUSTRIES UNDER COASTAL EMPLOYMENT UNIT (CEU)
(Block – A,D & E)**

TECHNICAL BID

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NOVEMBER, 2024

V.O.CHIDAMBARANAR PORT AUTHORITY

e-TENDER CUM e-AUCTION DOCUMENTS

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ANNUAL PAYMENT BASIS IN V.O.CHIDAMBARANAR PORT FOR PROMOTING
INDUSTRIES UNDER COASTAL EMPLOYMENT UNIT (CEU)
(Block – A,D & E)**

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V.O. CHIDAMBARANAR PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT
TUTICORIN-628 004
www.vocport.gov.in
www.tenderwizard.com/VOCPT

No. E(C) -56/ 4 / 2024 – EST/ D. **3387**


Dated: **05.12.2024**

NOTICE INVITING e-TENDER CUM e-AUCTION No.: EST – 04 / 2024 – 25

(only through e-Tendering mode)

a)	Name of Work	Allotment of Port land for 30 years lease period on upfront / annual payment basis in V.O.Chidambaranar Port for promoting industries under Coastal Employment Unit (CEU) (Block –A,D & E)
b)	Period of Lease	30 years
c)	Earnest Money Deposit	EMD amount as mentioned in Annexure – “A” to be paid upto Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) through RTGS only in favour of V.O. Chidambaranar Port Authority and balance through Bank Guarantee from any Nationalized bank / Scheduled bank having its branch at Tuticorin as per the format prescribed in Annexure – “D” in favour of FA&CAO, V.O. Chidambaranar Port Authority. (Bank A/c details given in the document clause No.1.14 in Chapter-1).
d)	Downloading of Tender document from website	From 10.12.2024 to 09.01.2025
e)	Pre-Bid Queries	Tenderers may send queries if any on or before 16.12.2024 upto 17:00 hours to e-mail ID: ce@vocport.gov.in
f)	Pre-Bid Meeting	18.12.2024 at 16:00 hrs through video conference.
g)	Last date & Time of submission of tender online	09.01.2025 at 15:00 Hrs.
h)	Opening of Technical Bid online Date & Time	09.01.2025 at 15:30 Hrs.
i)	Validity of Tender	180 Days

The e-tender cum e-auction documents can either be downloaded from Port website www.vocport.gov.in and [www.tenderwizard.com / VOCPT](http://www.tenderwizard.com/VOCPT)


CHIEF ENGINEER &
ESTATE OFFICER
V.O. Chidambaranar Port Authority
ce@vocport.gov.in

INTRODUCTION

V.O.Chidambaranar Port Authority is one of the 12 Major Ports in India. It is second-largest Port in Tamil Nadu and fourth-largest container terminal in India. The Port is self financing Autonomous body under the administrative control of the Ministry of Ports, Shipping and Waterways, Government of India.

V.O.Chidambaranar Port is strategically close to the east-west international sea routes on the south eastern coast of the India at latitude 80⁰45'N and longitude 78⁰13'E Located at Gulf of Mannar, with Sri –Lanka at south east and large land mass of the India on the west. This is an all-weather Port with well sheltered from cyclonic wind and furry of storms.

The V.O.Chidambaranar Port is well connected through road, rail and air to its hinterland. The National Highway NH-45B connects the Port with Madurai then Bangalore and various locations up to Uttar Pradesh. Further, NH-7A connects the Port with Tirunelveli directly. The Port is also well connected through a Broad-Gauge Railway line with Southern part of country through Madurai, Trichy, Chennai and Bangalore. The nearest airport is at Thoothukudi, which is situated at a distance of about 20 km from the Port.

There are 16 cargo berths including 2 container terminals operated on BOT basis. The major cargoes handled are Coal, Copper concentrate, Timber logs, Phosphoric Acid, Rock Phosphate, Granite Stone, Salt, Wheat Sugar, Construction materials, Pulses, VCM, LPG Naphtha, Furnace Oil, Ammonia Fertilizer etc. The Port provides infrastructures such as berths, warehouses, transit sheds, open storage space, mechanical equipments, marine facilities and electrical facilities needed to achieve conformity with service requirements.

Based upon the Ministry's directions Port has identified 765 acres, of vacant land for development of Coastal Employment Unit (CEU) under the Sagarmala Programme. This tender is invited for allotment of land identified under CEU for land extent of 121.03 Acres (approx) and Hare Island area 31 Acres (appx.) for promoting / installation / development of Port related industries at the special rate fixed for the land for the Coastal Employment Unit. The lease rental is fixed in two categories for, land allotment with Minimum Guarantee Traffic (MGT) and land allotment without Minimum Guarantee Traffic (MGT).

The above said land is proposed for Industrial purpose such as Petrochemical / POL Industries, LPG / LNG, Green Ammonia / Green Hydrogen, Manufacture of Food Products, Manufacture of wearing apparel, Manufacture of Chemical & chemical products, Manufacture of fabricated metal products, Manufacture of machinery and equipments, Manufacture of Motor Vehicles, others manufactures (toy, sports goods etc.), stacking yard, Warehouses etc., & Free Trade Warehousing Zone (FTWZ), renewable energy(Solar, Wind) and having experience in the field of Export or Import of various cargoes through Port.

CHAPTER – 1

V.O.CHIDAMBARANAR PORT AUTHORITY INSTRUCTION TO TENDERERS

Invitation of Offer : Offers / bids in the prescribed forms are hereby invited from the experienced and reputed firms / person for Allotment of Port land for 30 years lease period on upfront / annual payment basis in V.O.Chidambaranar Port for promoting industries under Coastal Employment Unit (CEU) (Block – A,D & E)

- 1.1 The entire bidding process is divided into two stages (Stage-I and Stage-II) and will be through e-tender cum e- auction as detailed below :

Stage – I: e-tender

Stage – II: e-auction

The e-tender stage shall have two parts:

- Technical Bid (Part – I) and
- Commercial Bid (Part – II)

- 1.2. The firm should have successfully been running / having previous experience in operating (or) handling of cargoes, containers and stacking in the Port / outside area (or) having previous experience in setting up of Industry such as Petrochemical / POL Industries, LPG / LNG, Manufacture of food products, Manufacture of wearing apparels, Manufacture of Chemical & Chemical products, Manufacture of fabricated metal products, Manufacture of machinery and equipments, Manufacture of motor vehicles, others manufactures (toys, sports goods etc.), Any Assembling works, Warehouses, Free Trade Warehousing Zone (FTWZ), Manufacture of fly ash bricks / concrete blocks etc. Renewable Energy (Solar / Wind) or having experience in the field of Export or Import of various cargoes through Port. The Tender having experience in any above field can also apply the plot for setting up of any industry as per CRZ category. The Tenderer should furnish the details of experience in the respective field during last three years. In case the bidder is not having any previous experience, the experience of the parent company / subsidiaries / step-down subsidiaries shall be considered. The bidder should have been furnished Corporate structure of the bidder and its holding company certified by its Auditor, Board Resolution of the holding company before the bid submission date that the bidder to use the experience credentials of the parent company / subsidiary company / step-down subsidiary companies or Board Resolution of the holding company before the bid submission date authorizing the Director / Directors of the Holding Company for issuing certificate that the bidder to use the experience credentials of the parent company / subsidiary company / step-down subsidiary company. All the supporting documents shall be attested by Notary and should be produced / uploaded along with the bid documents.

- 1.3. **DATE & TIME.** The exact date and time for e-auction will be intimated later to the technically qualified Tenderers by e-mail.
- 1.4. The tender shall be for Upfront / Annual payment basis. The minimum basic reserve price fixed for the plot is Rs.1270/-with MGT and Rs.2,891/- without MGT per Square Meters for 30 years on upfront basis or Rs.77.10/Sqm/ Annum (with MGT) and Rs.175.44/Sqm/ Annum (without MGT) on Annual basis. The bidder has to offer a premium over and above the minimum basic Reserve Price fixed by Port. If the successful bidder is in upfront basis, the nominal Lease rent of Rs.1/- per square meter per annum will also be payable by the successful bidder during the currency of the lease period. Preference will be given to the bidders those who are quoting on Upfront mode with MGT.
- 1.5. The successful bidder has also to remit the Security Deposit equivalent to two years rentals which will be calculated on pro-rata basis on quoted upfront amount / Annual lease rent in e-auction.
- 1.6. The successful bidders have to remit development charges incurred on common user facilities as approved or decided by the Chairperson, V.O.Chidambaranar Port Authority. Approximately an amount of Rs.8,00,000/- per Acres is payable on one time basis subject to finalization of actual expenditure payable as approved by the Chairman / Board. In addition to the above, the bidders have to pay the maintenance charges on common user share basis as per actual.
- 1.7. Commercial Bid of the technically qualified Bidder will be opened on intimation to the qualified Bidders and the technically qualified Bidders will be allowed to participate in e-auction through KEONICS portal.
- 1.8. The H1 price quoted in the commercial bid (Part II) in the Stage-II will become the reserve price for e-auction.

Cost of Tender document :

Cost of Tender document is Nil. A tenderer intending to bid for more than one plot should submit the bid online separately for each plot, which shall be complete in all respects by remitting EMD separately.

- 1.9 The tender document can also be downloaded from Port's website www.vocport.gov.in or www.tenderwizard.com / **VOCPA**. The downloading of tender documents shall be carried out strictly as provided on the website. No editing / addition / deletion of contents whatsoever shall be permitted. If such action is observed at any stage such proposals are liable for outright rejection. In case the tender document is downloaded from the website, the bidder is responsible for the Addendum/ amendments /Errata/ replies to the queries of the bidders etc., if any, issued by V.O.Chidambaranar Port Authority before submission of the Tender document.

- 1.10 Bidders who wish to participate in online tendering shall procure / should have legally valid Digital Signature Certificate (Class III) as per the Information Technology Act, 2000 by using which they can sign their electronic tenders. Tenderer can procure the same from any of the licensed certifying Authority of India or from (n) code solutions – a division of GNFC Ltd., who is the Certifying Authority licensed by Govt. of India. All tenders shall be digitally signed by the authorized signatory (ies).
- 1.11 Bidders who already have a valid Digital Signature Certificate need not procure new Digital certificate for this tender purpose.
- 1.12 Port shall not be responsible for any technical failures / reasons, if the bidder is not able to upload the documents or EMD though debited in bidder account but not credited to VOCPA accounts within the due date of submission.
- 1.13 Only bidder whose EMD received through e-payment mode link which is available in the e-tender website, www.tenderwizard.com/VOCPA, uploaded by the bidder shall be considered and other on whatsoever reason if not received and e-payment details does not match, such bidder shall be considered as disqualified under EMD criteria.
- 1.14 **Earnest Money:**
The bidder shall remit the Earnest Money Deposit amount at 10% of the Reserve Price per SQM per annum as mentioned in Table-I of Annexure-“A”. The EMD to be paid upto Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) in the form of e-payment mode link which is available in the e-tender website, www.tenderwizard.com/VOCPA, while uploading their bid. The balance amount through Bank Guarantee from any Nationalized bank / Scheduled bank having its branch at Tuticorin as per the format prescribed in Annexure– “D” in favour of FA&CAO / V.O.Chidambaranar Port Authority. If the Bank guarantee is submitted in any other form, the same will not be considered. E.M.D will not carry any interest. The EMD of the successful tenderer will be adjusted towards the lease rental payable.

The Earnest Money Deposit shall be submitted in the form of RTGS / NEFT as follows:

Details of Bank Account :

a	Name & Address of the Bank	Indian Overseas Bank, Harbour Branch, Tuticorin – 628 004.
b	Name of the Branch	Harbour Branch
c	IFSC Code	IOBA0000143
d	Account No.	014301000000001
e	Type of Account	Savings Account
f	Beneficiary's Name	V.O. Chidambaranar Port Authority

All the bidders have to pay the EMD amount and Tenders without paying EMD will not be considered. While uploading tender the details of payment made also to be uploaded.

If Transaction of EMD is not cleared, then such tenders shall not be considered for evaluations, bidder may ensure the same.

- 1.15 Bidders intending to participate in the e-tender for more than one plot, shall have to deposit EMD separately for each such plot.
- 1.16 The e-Tender / offer without EMD as above or deposited in any other form shall not be accepted.
- 1.17 Inspection of site: The plot will be allotted on 'as is where is basis'. Prospective bidders may undertake a site visit if, they so desire, to study the site conditions before bid submission. Cost incurred by the bidders in preparing their offer or attending inspection of the site will not be reimbursed by the V.O.Chidambaranar Port Authority.
- 1.18 Deemed Inspection: Irrespective of participation in the site-inspection, the bidders shall be deemed to have inspected the earmarked Port's Coastal Employment Unit land(s) before submission of offer and to have considered all relevant aspects necessary for submission of offer.
- 1.19 Bidders who have pending dues to the Port except those that are pending due to matter under *sub-judice* are not eligible to participate in the e- tender. If such Bidder submits the e-tender cum e-auction documents, the same will not be considered for evaluation.
- 1.20 The Port reserves to itself the right to allow firms / other entities only having previous experience in the respective field to participate in the e- tendering process.
- 1.21 **Pre-bid meeting:** Pre-bid meeting shall be held on the date and time indicated in Sl. No.(f) of Notice Inviting Tender (NIT) through video conference. In this connection, prospective bidders may send advance queries to e-mail ID : ce@vocport.gov.in latest by one day before the scheduled date for pre-bid meeting. V.O. Chidambaranar Port Authority (VOCPA) will be at liberty to amend the tender document and issue addendum, if needed, pursuant to such pre-bid meeting or otherwise. The same, if issued, shall be part and parcel of the tender document and shall be uploaded in the Port's website at www.vocport.gov.in and www.tenderwizard.com/VOCPA.

- 1.22 Besides, any other addendum, if issued, shall also be uploaded on the Port's website www.vocport.gov.in & www.tenderwizard.com/VOCPA and the same shall likewise be part and parcel of the tender document. Hence, prospective tenderers are advised to visit the website accordingly upto the date (or revised date, if any) of submission of tender.
- 1.23 Validity: The offer shall be kept valid for a period of 180 days from the date of opening of the Technical Part of the e-tender. The above validity period is, however, subject to extension, if agreed to by the bidders in response to any request made by V.O. Chidambaranar Port Authority.
- 1.24 Contacting Officer: Further details / clarification, if any, will be available from the office of "The Chief Engineer & Estate Officer, Civil Engineering Department, Estate Management Division, V.O.Chidambaranar Port Authority, Administration Building, Tuticorin-628004".
- 1.25 Duly completed e-tender document along with the EMD and other requisite documents should be uploaded in the KEONICS web portal not later than the prescribed date and time as in the NIT.
- 1.26 Completeness of Offer : Each offer shall be complete in all respects so far as the contents of both Part – I and Part – II are concerned through online. The tenders which are in any way incomplete will not be considered.
- 1.27 Tenders received after due date and time will be summarily rejected. The Port will not be responsible for the delay in online submission.
- 1.28 **Opening of Technical Bid** : Technical Bid (Part - I) of the Tenders will be opened online on the date and time indicated in Sl. No. (h) of Notice Inviting Tender (NIT) in the Office of Chief Engineer & Estate Officer, Civil Engineering Department, V.O.Chidambaranar Port Authority, Administrative office Building, Tuticorin-628004 in presence of the participating tenderers or their authorized representatives.
- 1.29 Technical bid shall be evaluated as per procedures mentioned in the e-tender cum e-auction documents. The decision of the Port on evaluation of the bids shall be final and binding to every Tenderer.
- 1.30 Date of opening of Commercial bid and e-auction will be intimated to the Tenderers who are qualified in Technical bid in due course. After opening of commercial bid, e-auction will be conducted. H1 bidder quoted price in the commercial bid shall become reserve price for e-auction.

- 1.31 **Interruption of activities** : In the event of any unforeseen circumstances such as holidays, bandhs, strikes, transport dislocation etc., on the scheduled day of pre-bid meeting / submission of offers / opening of technical part or Commercial part of the tender, such activity shall take place at the same venue and at the same time on the next working day of V.O.Chidambaranar Port Authority.
- 1.32 **Right of acceptance or rejection** : V.O.Chidambaranar Port Authority reserves the right to accept or reject any or all tenders without assigning any reason thereof.
- 1.33 **Amendment of Tender Document** : At any time prior to the due date for submission of tender, V.O.Chidambaranar Port Authority may, for any reason, whether at its own initiative or in response to queries/clarifications raised by the tenderer(s) during the pre-bid meeting or otherwise, modify the Tender Document by issuance of Addendum in official website of V.O. Chidambaranar Port Authority www.vocport.gov.in & www.tenderwizard.com. In order to afford prospective tenderer(s) reasonable time to take Addendum into account, or for any other reason, V.O. Chidambaranar Port Authority, at its discretion, may extend the submission due date through appropriate notification in the official website www.vocport.gov.in & www.tenderwizard.com/VOCPA
- 1.34 Conditional offers shall not be accepted.
- 1.35 Bidders are bound by the V.O.Chidambaranar Port Authority rules and regulation being issued from time to time.
- 1.36 The Reserve price for the respective Land area in terms of upfront payment for 30 years and annual payment has been mentioned in tender documents as per Annexure – “A”. The Tenderers shall have to bid above the reserve price for the plot that it wants to bid for. Any bid quoting rates below the reserve price shall be rejected outright.
- 1.37 **Offer Preparation Cost** : The tenderer shall be responsible for all the costs associated with the preparation of its offer and its participation in the tender. V.O.Chidambaranar Port Authority will not be responsible in any manner for such costs, regardless of the conduct or outcome of the tender process
- 1.38 Schedule of the plots offered for allotment along with eligible criteria is mentioned in Annexure – “H” to the tender documents.

- 1.39 **Confidentiality** : Information required by V.O.Chidambaranar Port Authority from the tenderer(s) for the purpose of examination, evaluation etc., will be kept in confidence by V.O.Chidambaranar Port Authority and Port Authority and will not divulge any such information unless it is ordered to do so by any authority that has power under the law to require its release and those that are available / subsequently become available in the public domain.
- 1.40 **Agreement** : The successful bidder after award of the tender shall enter into Lease Agreement with V.O.Chidambaranar Port Authority, enumerating different terms and conditions applicable for cargo and vessel operations, before taking over the land from V.O.Chidambaranar Port Authority.
- 1.41 The tender document shall form part of the Lease Agreement.

CHIEF ENGINEER &
ESTATE OFFICER
V.O.Chidambaranar Port Authority

CHAPTER – 2

2. ELIGIBILITY CRITERIA:

- 2.1. Any individual / proprietorship firm / Partnership Firm / Company registered under the Companies Act, 2013 (erstwhile Companies Act 1956) / Society / Autonomous Body or consortium thereof shall be eligible to tender for the plot / plots.

- 2.2. The Tenderer must be solvent and shall have to furnish the Solvency Certificate not older than three months from the date of opening of tenders, for an amount of equivalent to 20% of the total reserve price as per Annexure – “A” in the area / cargo in which they want to bid issued by any Nationalized / Scheduled Bank.

- 2.3. **Experience:** The firm should have successfully been running / having previous experience in operating (or) handling of cargoes, containers and stacking in the Port / outside area (or) having previous experience in setting up of Industry such as Petrochemical / POL Industries, LPG / LNG, Manufacture of food products, Manufacture of wearing apparels, Manufacture of Chemical & Chemical products, Manufacture of fabricated metal products, Manufacture of machinery and equipments, Manufacture of motor vehicles, others manufactures (toys, sports goods etc.), Any Assembling works, Warehouses, Free Trade Warehousing Zone (FTWZ), Manufacture of fly ash bricks / concrete blocks etc. Renewable Energy (Solar / Wind) or having experience in the field of Export or Import of various cargoes through Port. The Tender having experience in any above field can also apply the plot for setting up of any industry as per CRZ category. The Tenderer should furnish the details of experience in the respective field during last three years. In case the bidder is not having any previous experience, the experience of the parent company / subsidiaries / step-down subsidiaries shall be considered. The bidder should have furnished Corporate structure of the bidder and its holding company certified by its Auditor, Board Resolution of the holding company before the bid submission date that the bidder to use the experience credentials of the parent company / subsidiary company / step-down subsidiary companies or Board Resolution of the holding company before the bid submission date authorising the Director / Directors of the Holding Company for issuing certificate that the bidder to use the experience credentials of the parent company / subsidiary company / step-down subsidiary company. All the supporting documents shall be attested by Notary and should be produced / uploaded along with the bid documents.

- 2.4. **Financial Position :** Average annual audited Financial turnover of the Tenderer during last three financial years (i.e.) 2021-2022, 2022-2023 and 2023-2024 shall be at least equivalent to 30% of the total Reserve Price as per Annexure – “A”.

- 2.5. Information regarding any litigation and / or Arbitration, that are pending and / or concluded during the last five years, in which the Bidder is involved, shall be provided with the details of the parties concerned, and disputed amount and so on.
- 2.6. The existing / earlier lessee are eligible to participate in the bid after clearing all the outstanding dues, if any, including the value of the lease rental determined as per the SOR rates prevailing from time to time since the period of expiry of the lease and date of tender cum auction.
- 2.7. An Undertaking that they have not been banned / de-listed by any reputed organization in the past shall be provided.
- 2.8. If the bidder is having any pending dues, litigation against Port, such bidder will not be allowed to participate in the tender. If such tenderer submits the e-Tender cum e-auction documents the same will not be considered for evaluation.

CHAPTER – 3

TENDERING PROCESS

3.1. PROCEDURE FOR SUBMISSION OF ONLINE BIDS IN E-TENDER

3.1.1 Electronic Tenders (Online) are invited on behalf of V.O.CHIDAMBARANAR PORT AUTHORITY (VOCPA) from reputed and experienced firms for the “Allotment of port land for 30 years lease period on Upfront / Annual payment basis in V.O.Chidambaranar Port for promoting industries under Coastal Employment Unit (CEU)”- Block -(A,D & E). The tender shall remain valid for a period of 180 days from the date fixed for opening of the tender.

3.1.2 Bidders are requested to read the terms & conditions of this tender before submitting their online bids. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify for opening of price bid. In this document the terms “bidders”, Tenderers and “vendors” mean the one and same.

3.1.3 Tender Document having all details is available at the URL of the e- Tender Portal <https://www.tenderwizard.com/VOCPA> & <https://www.vocport.gov.in>. Interested tenderers are required to register in the website www.tenderwizard.com/VOCPA by clicking "Register Me" option in order to obtain USER ID & Password first then to activate USER ID by paying Rs.5,900/- (Registration charges Rs 5000/- and GST @ 18%) through e-payment mode in favour of 'KEONICS', **Bangalore**. The tender documents including the filled Price Bid are required to be submitted only through online in the website www.tenderwizard.com/VOCPA. Tenders 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 mentioned in the tender document in order to receive the bidding document.

The instructions for submitting e-tender is available in the e-tendering website www.tenderwizard.com/VOCPA.

Go to the website: Click on “Help Manuals -> Vendor user guide”.

3.1.4 **Tender Form:** The tender documents can be downloaded from VOCPA Website www.vocport.gov.in and through “E-tendering portal: <https://www.tenderwizard.com/VOCPA> ”

3.1.5 **EARNEST MONEY DEPOSIT:** The bidder shall remit the EMD amount through e-payment mode link which is available in the e-tender website, www.tenderwizard.com / VOCPA while uploading their Bid.

Cost of payment of Earnest Money Deposit to be made in the e-tender website gateway of M/s KEONICS while submitting tender online, without payment of EMD the tenders will not be considered for evaluation, tenderers may ensure for the same.

Note:-

- 1) If Transaction of EMD is not cleared, then such tenders shall not be considered for evaluations, bidder may ensure the same.
- 2) All payments to 'KEONICS', **Bangalore**, can be paid through the NEFT / RTGS or any electronic mode as indicated on the e-tendering portal.

3.1.6 Processing charge of E-tender:

The Successful tenderer has to pay the charges to M/s. KEONICS for Tender hosting and processing charges as follows:	
1 Transaction fee payable by winning Vendor	Flat Rs.20,000/- per e-tender cum e-auction + GST 18 %.
Note: GST @18% is extra and is applicable for all services (or) at prevailing rates	

For e-tendering contact person to KEONICS, Bangalore

Shri.Abhishek – 96861 15327

Shri.Harishkumar – 96861 15318

3.1.7 IMPORTANT INSTRUCTIONS AND GUIDELINES TO TENDERERS FOR e-TENDRING :

1. VOCPA Tenders only Through e-Tendering Mode. (www.tenderwizard.com / VOCPA)
2. "Interested tenderers who are not registered with KEONICS must register to opt the USER ID and PASSWORD by making registration fee through e-payment of Rs.5,900/- (Registration charges Rs 5000/- and GST @ 18%) in favour of "KEONICS" .
3. VOCPA and KEONICS will not entertain and will not accept any reasons of Tenderer due to Net Connection Failure / Current Connection Failure and

any issues during the filling of tender online. Tenderer will be responsible for all those facts and failure of Net Connectivity, Current Connectivity and they should be at their own risk VOCPA and KEONICS will not take any liabilities and claims for failure of Network and problem arise submission of the tender forms online.

4. VOCPA e-tender website is: www.tenderwizard.com/VOCPA or go to VOCPA website and click on “E-TENDERING” LINK for accessing the site.
5. Employer may verify the original documents as submitted in the e-tendering process.
6. The tenders shall be accompanied by EMD as specified in the Annexure – “A” in the tender document. Cost of payment of Earnest Money Deposit to be made in the e-tender website gateway of M/s KEONIICS while submitting tender online, without payment of EMD the tenders will not be considered for evaluation, tenderers may ensure for the same.
7. Tenders which are in any way incomplete will not be considered. The Ports reserves the rights to waive any formality thereof or to reject any or all the tenders without assigning any reason and not bound itself to accept the highest tender.

3.2 CONTENTS OF THE BID

Tenders are accepted through online / e-tendering only upto the date and time indicated in sl. No.(g) of Notice Inviting Tender (NIT) at www.tenderwizard.com/VOCPA.

3.2.1 Contents of e- tender :

Scan copy of the following documents shall have to be submitted along with the e-tender for each plot. VOCPA may verify the original documents of the scanned documents as submitted in the e-tendering process.

a. **Technical Bid (Part – I) :**

The Technical bid shall invariably be submitted along with information / documents as required here under failing which, Technical bid shall be rejected and such Tenderer shall not be allowed to participate in commercial bid:

- i. Details of the applicant as per application in Form No.1.
- ii. Declaration as per Form No.2.
- iii. Scan copy of e-payment details/ receipt towards Earnest Money Deposit for Rs.25,00,000/- (Rupees Twenty Five Lakhs only) and balance in the form of Bank Guarantee in the prescribed format as at Annexure – “D”.
- iv. **Proof of Financial position of the Tenderer :** Copy of Audited Balance Sheet and Profit & Loss Account with Audit Report for the last three financial years ending on 31.03.2024. The audit report should bear the office stamp and signature of the auditor(s) concerned. Average annual audited `financial turnover of the Tenderer during last three financial years (i.e.) 2021-2022, 2022-2023 and 2023- 2024 shall be at least 30% of the total Reserve Price as per Annexure – “A”.

- v. The Tenderer must be solvent and shall have to furnish the Solvency Certificate issued by any Nationalized / Scheduled Bank not older than three months from the date of opening of tenders, for an amount of equivalent to 20% of the total reserve price as per Annexure– “A” in the area / cargo in which they want to bid.
 - vi. The Tenderer should furnish the details of experience during last three years in the respective field. Supporting Documents for the experience claimed should be attached (experience may be verified).
 - vii. Attested true copy of Partnership deed in case the application is submitted by partnership firm, attested true copy of Memorandum of Association and Article of Association / Bye laws in case of the application is submitted by a company /Society / Trust / Autonomous body along with certificate of incorporation.
 - viii. Status of firm, name and designation of the proprietor / partners / directors / share holders / Members / Office bearers etc., with profit sharing ratio and / or share holding pattern certified by concern authorities or Chartered Accountant / Company Secretary.
 - ix. The Tenderer shall produce a letter of authorization in form of power of attorney on requisite bond in case of partnership firm, Society / Trust / Autonomous body / Consortium or resolution of the board of directors in case of company with the tender documents.
 - x. Copy of PAN card and GST Registration Certificate.
 - xi. Details of pending dues / litigations of bidder with V.O. Chidambaranar Port Authority. If the bidder is having any pending dues, litigation against Port, such bidder will not be allowed to participate in the tender. If such tenderer submits the e-Tender cum e-auction documents the same will not be considered for evaluation.
 - xii. An Undertaking from the Tenderer that no changes have been made in the document.
 - xiii. In case the Tenderer is a consortium of firms or other entities, information of each member of consortium with copy of the agreement between the consortium members, clarifying the role and the responsibility of every member including pattern of investment and profit sharing arrangement of every consortium members shall be submitted with the tender documents.
 - xiv. The authorized signatory shall sign the tender documents and other confirmation, undertaking etc., to be attached with the tender.
 - xv. Tender acceptance letter as per Annexure – F to given on Company letter head.
- Note: The bidder/ tenderer firm shall submit all the above documents (Sl. No. iv, v, vi, vii, ix and x) should be attested by Notary Public.

b. Commercial Bid (Part – II):

- i. The bidder has to submit your offer in the commercial bid through online either Annual mode (with MGT (or) without MGT) or Upfront mode (with MGT (or) without MGT) for the specific plot.

	Mode	Reserve Price
Table I	Upfront with MGT	Rs. 1,270/- per sqm for 30 years
Table II	Upfront without MGT	Rs. 2891/- per sqm for 30 years
Table III	Annual with MGT	Rs. 77.10/- per sqm per annum
Table IV	Annual without MGT	Rs. 175.44/- per sqm per annum

3.2.2 Submission of the e-Tender:

The offers as stated above, shall have to be submitted through online upto the date and time indicated in Sl. No.(g) of Notice Inviting Tender (NIT) No e-tender received after the aforesaid scheduled time & date shall be considered and no request / communication from the end of any tenderer shall be entertained by V.O. Chidambaranar Port Authority in connection with late submission of bid.

- 3.2.3** The bid submitted by the tenderers shall have valid digital certificate. Every tenderer shall mention his e- mail address and mobile number in technical bid.

3.2.4 Opening of Technical bids :

During tender opening, the Technical bids (Part-I) will be opened electronically on specified date and time as given in the tender document. Technical bids will be evaluated and the bids which are found to be in accordance with the tender requirement will be shortlisted as eligible bids and the respective bidder shall be known as eligible bidders.

3.2.5 Opening of commercial bids of eligible bids :

Commercial bids (Part – II) of those bidders who fulfill the eligibility criteria and whose bids are found to be technically acceptable in e-tender will be opened electronically at the notified time and date.

**CHIEF ENGINEER &
ESTATE OFFICER
V.O. Chidambaranar Port Authority
(Signature of the Tenderer with seal)**

CHAPTER – 4
TERMS & CONDITIONS

4.1. General Conditions :

4.1.1 Plot to be inspected by Tenderer before bidding:

The various Land areas available for leasing as more specifically prescribed in Annexure – “G” are on ‘as is where is basis’ situated in V.O.Chidambaranar Port Authority’s under Coastal Employment Unit as shown in the Drawings attached hereto.

The Tenderers may inspect the site at their own cost and it shall be deemed that they have fully acquainted themselves with all the aspects of the plot like size, site conditions etc., No claim whatsoever shall be entertained by VOCPA in future for improving condition of plot on account of lack of infrastructure or for any reasons whatsoever. V.O. Chidambaranar Port Authority shall not entertain any request / claim from any Tenderer for levelling, redressing, activation, addition, alteration of the plot etc.

Further, the bidder shall have to make his own arrangement for discharge of effluents if any, acting in confirmative with Air and Water pollution Acts and Environment Protection Act will be the responsibility of Lessee.

4.1.2. Details of Status / Constitution of the Tenderer :

The Tenderer shall invariably mention in the tender Documents Status of the Firm, Name and Designation of the Partners / Directors / Share Holders etc., with profit sharing ratio and/or share holding pattern etc., along with certified copy of all relevant documents. Any change made in the above constitution subsequent to submission of the Tender Documents shall disqualify the successful Tenderer.

4.1.3. Refund of Earnest Money Deposit :

The EMD of the unsuccessful Tenderer will be refunded within 15 days after issue of allotment order to the successful Tenderer. Whereas, in the case of successful Tenderer, the EMD paid through e-payment will be adjusted towards the Security deposit and the balance amount will be collected from the successful Tenderer towards Upfront amount Payment, Lease rentals, and the balance Security Deposit in advance to VOCPA. If the successful Tenderer does not comply with the conditions or accepts the letter declaring him as successful Tenderer, VOCPA shall forfeit the EMD and the Tenderer shall lose the right to use the plot. E.M.D. will not carry any interest.

If it is found that amount of EMD submitted by the bidders is less than the specified amount, then the total bid will stand rejected.

Conditions of Lease & Scope of Work :

Notwithstanding anything contained in the tender document, 'Policy Guidelines for Land Management by Major Ports 2014' of Govt. of India and the addendums/amendments thereto shall prevail in case of any dispute as to interpretation of any terms of this tender.

4.2.1. Plot details: The allotment of plots of land is on 'as is where is' basis and will be on long term lease of 30 years without any option for renewal on following conditions:

- (i) For Plots under Table – I in the commercial bid – with MGT (Minimum Guaranteed Traffic) on Upfront payment basis.
- (ii) For Plots under Table – II in the commercial bid – without MGT on Upfront payment basis
- (iii) For Plots under Table – III in the commercial bid – with MGT (Minimum Guaranteed Traffic) on Annual payment basis.
- (iv) For Plots under Table – IV in the commercial bid – without MGT on Annual payment basis

4.2.2. Security Deposit:

The Port shall keep Security Deposit equivalent to 2 years rentals (and Taxes) which will be calculated on pro-rata basis on quoted upfront amount at e-auction stage. Security Deposit shall be released after completion of lease period only after settlement of all dues including interest and Port reserves the right to adjust the Security Deposit against any amount due including interest to be paid by the Lessee.

4.2.3. Development Charges:

The successful bidders have to remit development charges incurred on common user basis and as approved or decided by the Chairman, V.O. Chidambaranar Port Authority. Approximately an amount of Rs.8,00,000/- per Acre is payable on one time basis subject to finalization of actual expenditure payable as approved by the Chairman / Board. In addition to the above, the bidders have to pay the maintenance charges on common user share basis as per actual.

The expenditure incurred on maintenance of infrastructure of road, Power & water supply will be collected from the bidder / lessee for maintenance of the infrastructure on periodical basis.

4.2.4 Payment of Upfront / Annual premium:

The allotment of the plot will be made to the techno-commercially qualified highest Bidders of plot and will be subject to the approval of V.O.Chidambaranar Port Authority Board / Competent Authority. The

allotments will be subject to the above terms and conditions, terms of lease-deed and as per the guidelines issued by the Ministry of Ports, Shipping and Waterways, Government of India, from time to time.

Option - I

The successful Bidder shall within 14 days from the date of issue of the Pre-Acceptance letter by V.O.Chidambaranar Port Authority, remit the Upfront payment for lease rentals, Security deposit, and One year nominal lease rent. Thereafter, the V.O.Chidambaranar Port Authority will issue a letter of Allotment.

(or)

Option - II

The successful Bidder shall, within 14 days from the date of issue of pre-acceptance letter by V.O.Chidambaranar Port Authority, remit the 50% of Upfront payment and the Bank Guarantee (BG) against the balance 50% of upfront payment. The Bank Guarantee must be with, a validity of two years with the six months claim period. In addition to upfront payment, the bidder has to remit the Security deposit and One year nominal lease rent within 14 days from the date of issue of the Pre-Acceptance letter by V.O.Chidambaranar Port Authority.

Based on the above, the Port will issue allotment order to the successful bidder. The bidder is at liberty to pay the balance upfront payment within the period of two years from the date of allotment order at any time along with interest at prevalent G-sec rate and SBI TDR (one year) rate, whichever is higher, at the time of grant of concession. On payment of the total upfront payment, the Bank Guarantee will be returned. However, if the bidder fails to pay the upfront payment within the stipulated period of two years, the Bank Guarantee will be en-cashed by the Port for the balance amount.

In the case of Annual basis the successful bidder shall within 14 days from the date of issue of pre-acceptance letter by V.O.Chidambaranar Port Authority, remit the Annual payment for lease rentals, Security deposit. Thereafter, the V.O.Chidambaranar Port Authority will issue a letter of Allotment.

The possession of the land will be effected only after the execution of the lease- deed, which will have to be executed within one month from the date of issue of letter of allotment, failing which the allotment will be liable to be cancelled and security deposit shall be forfeited.

4.2.4.1 In case of multiple applications from the bidders for any plot located in the land Block A,D & E preference in allotment will be given to the bidders who have submitted bid for the maximum number of contiguous plots in the parcel. Further in the above case, the Lease rental shall be determined as follows:

In respect of the plot of the land parcel for which there is more than one bid, the bidder who submits the bid for the most number of contiguous plots shall match the highest quoted rate (H1) of the respective Individual plot in that land parcel.

In the above scenario, the bidders who have emerged as H1 for the respective individual plots of smaller extent of land within that same land parcel, and to whom allotment could not be made, will be offered any other plot within the same parcel (for which no bid was received), subject to availability at their quoted H1 rate.

Example :

In case of 4 plots in a parcel, say plot No. 1,2,3 and 4, in respect of which If party 'X' quotes for Plot No.1,2 and 3 at a rate of Rs.1,400 per Sqm and Party 'Y' quotes for plot No.2 at a rate of Rs.1,500 per Sqm then :-

- i. Port shall give preference for allotment of Plot No. 1,2,3 contiguously to the party 'X' , subject to acceptance by party 'X' to pay the quoted H1 rate for plot No. 2 (i.e) Rs.1,500 per Sqm quoted by 'Y'.
- ii. Port shall consider to allot any other plot in same land parcel to Party 'Y' at their quoted rate of Rs.1,500 per Sqm, instead of plot No. 2, subject to availability and if no bid has been received in respect of the respective plot.

4.2.5 Reserve price and the Premium : The Reserve Price of Rs.1270/- with MGT and Rs.2,891/- without MGT per Square Meters for 30 years on upfront basis or Rs.77.10/Sqm/ Annum (with MGT) and Rs.175.44/Sqm/ Annum (without MGT) on Annual basis. The Bidder has to offer premium over and above the reserve price. Bidders quoting offer less than the reserve price will not be considered.

Preference will be given to the bidders those who are quoting on Upfront mode with MGT.

4.2.6 The Land will be put to e-Tender cum e-auction as provided under Clause No.11.2 (a) to (e) & 11.3 (c & h) of the amendment to Land Policy Guidelines 2014 issued by the Ministry. A copy of guidelines is attached at **Annexure-“B”**.

4.2.7 Unforeseen situation : For eventualities like de-commissioning of berths / jetties, problem in lock gates, shipping channel etc., leading to suspension / stoppage of operation for more than 15 consecutive days, due concession in MGT only for that affected period, on pro-rata basis, may be considered by VOCPA on the merit of the case, if so applied / requested by the lessee.

4.2.8 Force Majeure : In the event of the lessee / V.O.Chidambaranar Port Authority being prevented from fulfilling its obligation in full or in part arising out of the contract to be finalized through this tender, due to any Force Majeure event like acts of God (flood, earthquake etc.) or war, civil commotion, strike etc., or due to imposition / promulgation of any law or regulation of India, interfering with smooth conduct of the traffic operation, the affected party shall forthwith, but in no case later than 24 hours from the commencement of such event, intimate the other party as to the commencement of such event and continue to intimate after every 7 days during continuance of such event. The affected party shall, upon cessation of such event, promptly inform the other party and shall commence its obligation in part or in full arising out of this contact, which was kept suspended due to such events of Force Majeure. Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event of Force Majeure.

4.2.9 Wharfage on Minimum Guarantee Traffic (MGT) :

The required MGT to be handled by the Tenderer is given in clause 4.2.11 for the Plots mentioned in Table – I & II of in commercial bid only. The successful tenderer has to submit Bank Guarantee equal to one year wharfage charges in advance every year for the MGT fixed. In this regard, for calculation the highest value for wharfage charges of respective cargo will be taken as per present Scale of Rate. In case of not achieving the MGT, the Lessee has to pay the wharfage amount for the shortfall quantity to the Port.

Note: This clause is not applicable for the Plots mentioned in Table – I & II (without MGT) in commercial bid.

4.2.10 Gestation Period:

- a) **For Plots under Table – I (With MGT) :** It would be the responsibility of the successful tenderer for each plot to commence commercial operation for the plot proposed for industries, immediately on handing over of the Plot of Land and to achieve the quoted and accepted Minimum Guaranteed Traffic within the period as mentioned in Table – I (With MGT) in commercial bid from the date of allotment of land. The Gestation period is 36 months(3 years) from the date of allotment order including all statutory clearances from Various Departments as applicable under the various acts being in force from time to time.
- b) **For Plots under Table – I & II (Without MGT) :** The lessee will have to start utilising the Plot of land as per purpose of the lease from the date of handing over of the plot of land.

4.2.11 Commencement of Minimum Guaranteed Traffic(MGT) :

MGT of cargo for 1 Acre will be as detailed below:

Commercial operation	Cargo on MT per Acre per Annum
Gestation period	3 years
1 st year of commercial operation	1000
2 nd year of commercial operation	3000
3 rd year of commercial operation	5000
4 th year of commercial operation	5000 MT with 2% compoundable escalation every year thereon till expiry of the lease period.

In case of more than one Acre, the MGT shall increase with respect to the land area allotted.

The start date for applicability of MGT shall be the day following the last day of 36 months from the date of allotment of land. The finish date for the 1st year for the purpose of calculating MGT shall be the following 31st March, where MGT will be calculated on pro-rata basis. Thereafter, every financial year will be the year for calculation of MGT till the 29th year for plots. Again, the spirit of pro-rata MGT shall be applied for the balance period to complete 30th year. It is obligatory on the part of the lessee to achieve the MGT every year (from 3rd year of lease onwards) during the lease period.

However, lessee will be at liberty to pre-pone the date of commencement of applicability of MGT. In that event also, the total lease period shall continue to be 30 years.

4.2.12 Bank Guarantee for MGT (For Plots in Table – I, II , III & IV in commercial bid):

A Bank Guarantee is to be executed by the successful tenderer from Tuticorin Branch of any Nationalised / Scheduled bank of India for a sum equivalent to the amount arrived at by multiplying the prevailing wharfage of the relevant commodity / commodities as per Scale of Rates with the tendered MGT. The Bank Guarantee shall remain valid for a period of at least one year (with a further claim period of 3 months thereafter), to be renewed every year one month before expiry of validity period, till completion of the entire lease period.

Also, in the event of revision of Scale of Rates within the validity period of the Bank Guarantee (BG) in any year, requiring revision of the BG amount, the lessee shall have to furnish the supplementary BG for the additional amount for the balance period. Alternatively, the lessee shall be at liberty to submit fresh BG of requisite amount and get back the former BG. Format for BG shall be provided by VOCPA to the successful tenderer.

4.2.13 Cleanliness & Maintenance: The successful tenderer shall be responsible for maintaining clean the lease land / structure to the satisfaction of VOCPA and pollution-under-control as per applicable norms of State / Central Pollution Control Board and other statutory authorities during the entire lease period. The lessee shall also maintain the structures in proper condition including painting etc.

4.2.14 Applicable charges : During the pendency of the lease, the lessee shall be liable to pay all relevant port charges / dues (i.e. cargo- related and vessel-related) as per the then prevailing Scale of Rates and to maintain deposit account(s) with VOCPA to be in a position to make advance ad-hoc payment towards port charges.

4.2.15 Disputes: In the event of any disagreement / dispute between VOCPA and the successful tenderer, disputes shall be resolved by means of the following :

a. Land related disputes will be adjudicated as per Public Premises (Eviction of Unauthorised occupants) Act, 1971 including any amendment thereof.

b. All other disputes including MGT, vessel-related and cargo-related disputes, will be adjudicated by standard Arbitration procedure as per Arbitration and Conciliation Act, 1996 including any amendment thereof.

c. Besides what has been stated above, in case any dispute remains unresolved, the same shall be under the jurisdiction of appropriate courts in Tuticorin only.

4.2.16 Permission for construction: No installation / construction within leased land and around shall be allowed without prior written permission (including terms, conditions & payment) of VOCPA.

4.2.17 Indemnifying V.O.Chidambaran Port Authority :

The lessee shall, at his own expenses, pay compensation for any injury, loss or reinstate and make good to the satisfaction of VOCPA for loss or damage accrued to any property or rights of VOCPA whatever, including VOCPA's agents/ servants / employees, or any third party arising out of or in any way in connection with the execution or purported execution of the Agreement and further, the lessee shall indemnify VOCPA against all claims enforceable against VOCPA (or agents / servants / employees of VOCPA) or which would be so enforceable against VOCPA as applicable, in respect of any such injury

(including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

4.2.18 Lease Execution :

The allotment of land for various purposes is as mentioned in Annexure – “H” under this Tender. After evaluation of the technical bids, opening of commercial and identifying the H1 bidder through e-auction bid V.O.Chidambaranar Port Authority will issue Pre-acceptance Letter(s) to the successful Bidder(s). The successful bidder shall remit the payment as follows.

Option - I

The successful Bidder shall within 14 days from the date of issue of the Pre-Acceptance letter by V.O.Chidambaranar Port Authority, remit the Upfront payment for lease rentals, Security deposit, and One year nominal lease rent. Thereafter, the V.O.Chidambaranar Port Authority will issue a letter of Allotment.

(or)

Option - II

The successful Bidder shall, within 14 days from the date of issue of pre-acceptance letter by V.O.Chidambaranar Port Authority, remit the 50% of Upfront payment and the Bank Guarantee (BG) against the balance 50% of upfront payment. The Bank Guarantee must be with, a validity of two years with the six months claim period. In addition to upfront payment, the bidder has to remit the Security deposit and One year nominal lease rent within 14 days from the date of issue of the Pre-Acceptance letter by V.O.Chidambaranar Port Authority.

Based on the above, the Port will issue allotment order to the successful bidder. The bidder is at liberty to pay the balance upfront payment within the period of two years from the date of allotment order at any time along with interest at prevalent G-sec rate and SBI TDR (one year) rate, whichever is higher, at the time of grant of concession. On payment of the total upfront payment, the Bank Guarantee will be returned. However, if the bidder fails to pay the upfront payment within the stipulated period of two years, the Bank Guarantee will be en-cashed by the Port for the balance amount.

In the case of Annual basis the successful bidder shall within 14 days from the date of issue of pre-acceptance letter by V.O.Chidambaranar Port Authority, remit the Annual payment for lease rentals, Security deposit. Thereafter, the V.O.Chidambaranar Port Authority will issue a letter of Allotment.

The possession of the land will be effected only after the execution of the lease- deed, which will have to be executed within one month from the date of issue of letter of allotment, failing which the allotment will be liable to be cancelled and security deposit shall be forfeited.

4.2.19 Lease Period :

Lease period shall be of 30 years, started from date of allotment order and shall not be renewed **automatically**. However, when the lease has expired and has no renewal clause, then the existing lessee to be eligible for taking Part in the tender cum e-auction with First Right of Refusal should clear all dues.

4.2.20 Lease Rent:

Allotment will be done on upfront payment basis quoted by the bidder over and above the Reserve price. The nominal Lease rent of Rs.1/- per square meter per Annum will also be payable by the successful bidder for the currency of the lease period.

The successful bidder has also to remit the Security Deposit equivalent to two years rentals which will be calculated on pro-rata basis on quoted upfront amount in e-auction.

Allotment will be done on an annual payment basis quoted by the bidder over and above the Reserve price. The Annual lease rent will be escalated every year and the rent will be revised by the Port once in five years. The next revision will be in October, 2024. The successful bidder has also to remit the Security Deposit equivalent to two years rentals.

Interest at the prevailing SBI Base rate + 2% is payable by the lessee on all delayed payments.

4.2.21 Goods and Service tax (GST) :

Upfront / Annual payment for 30 years (Reserve Price plus Premium quoted over and above of the Reserve Price), nominal yearly lease rentals and the wharfage charges for not achieving the minimum guarantee, if applicable, and all other charges shall be liable for GST and other Taxes at applicable rates.

4.2.22 Payment period:

The allotments under this policy will be deemed to have been commenced from the date of allotment order of the plot to the allottee. The period for making payment as mentioned in clause 4.2.4. If the successful bidder fails to remit the payment as indicated in clause 4.2.4 or within the extended period, the Earnest Money Deposit will be forfeited and the tenderer shall lose the right to use the plot.

4.2.23 Mortgage :

NOC required for pledging the Lease Deed by the Lessee will be issued subject to furnishing of all particulars of borrowings by the Bidder and payment of necessary charges as stated by V.O. Chidambaranar Port Authority. The procedure for fees as provided in prevailing amendments to Land Policy Guidelines 2014 Clause 12(D), will be strictly followed.

4.2.24 Utilization of Land :

If the leased land is not utilized within two years of allotment for the purpose for which it is allotted, the lease will be terminated and total upfront amount and other payments paid by the H1 Tenderer will be forfeited.

4.2.25 Approvals From Statutory Authorities :

V.O.Chidambaranar Port Authority will only issue letters of allotment in the name of allottees and the allottees will have to obtain all approvals from different authorities like clearance from Tamil Nadu Pollution Control Board, Coastal Regulatory Zone (CRZ), Environment & Forest Department, Chief Controller of Explosives, Nagpur and other statutory clearance from various Departments as applicable under the various Acts being in force from time to time. V.O.Chidambaranar Port Authority shall not be responsible for any loss / damages etc., occurring, if permission or approval of the above authorities or any other authority including Ministry of Ports, Shipping & Waterways Government of India are not granted / belatedly granted. VOCPA may facilitate such permission to the extent possible.

The allottees shall confirm and be bound by all the statutory rules, Petroleum Rules 1976, Labour laws, Security Regulations of Port as per ISPS Port Regulations, and bye-laws regulating the construction, maintenance, occupation and possession of building, health, sanitation and drainage and those regulations of safety, anti-pollution control etc., prescribed from time to time under the provisions of any law being in force and shall obtain clearance from the concerned competent authorities wherever required.

4.2.26 Use of Plot :

The lessee shall strictly use the plot for the purpose for which the allotment is made (as per Annexure – “H”). Change of purpose shall not be allowed. The allottee shall not carry out any activity that may be considered detrimental to the interest of the V.O.Chidambaranar Port Authority or to the National Security.

4.2.27 Inspection of Plot :

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

4.2.28 Transfer of Plot :

The transfer of lease will be allowed as per extant laws and after obtaining prior approval of the Board of Trustees provided the Transferee takes over the liability of the original lessee / allottee. Such transfer shall be allowed strictly as per the prevalent Land Policy Guidelines 2014 and the amendments thereto. Such Transfer shall be for the remaining duration of the Lease and in accordance with the Land use plan of the Port subject to the Transferee agreeing to pay as below:-

(i). In case of leases granted on upfront basis

In case of those lands which were originally given on lease on upfront- rental basis, the transfer as per extant laws may be allowed subject to the transferee agreeing to pay the following:-

- (a) An undertaking for payment of the upfront rental as calculated on pro- rata basis for the balance period; and
- (b) A fee equal to 50% of the pro-rata upfront rental payable upto the time of transfer.

(ii). In case of leases granted on annual lease rent basis

In case of leases granted on annual lease rent basis transfer may be allowed subject to:-

- (a) An undertaking for payment of the annual lease rental for the balance period, and
- (b) A fee equivalent to 50% of the total lease rent payable by the original lessee upto the time of transfer.

In case where the lessee is not able to utilise the entire Land leased to him, the portion of the lease premises not required by him should be surrendered and no subletting shall be permitted. Port Authority shall refund proportionate lease rental in case of allotment on upfront payment basis.

4.2.29 Expiry of Lease :

On expiry of lease term, the Lessee shall hand over the vacant and peaceful possession of the plot quietly on the day of expiry of term of lease and in case of sooner determination of lease / cancellation of allotment of plot, the Lessee shall hand over vacant peaceful possession of the plot quietly within the time stipulated in the notice of cancellation of allotment by removing all the structures and materials etc., erected and/or lying if any on the demised premises at his cost.

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

However, in the event of Lessee's failure to hand over the vacant and peaceful possession of the plot within the stipulated time, it shall be lawful for the Chairman, V.O.Chidambaranar Port Authority or authorised person on his behalf to enter upon the demised premises and take over possession, at the risk and cost of the allottee of the said plot and remove material lying on the plot and demolish building/structures erected on the said plot, fill up any excavation etc., All such money and expenses, as may be paid out and incurred by V.O. Chidambaranar Port Authority, while acting for taking over of vacant peaceful possession of the said plot shall be recoverable from the Lessee.

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

After the expiry/determination of lease or forfeiture of lease on account of change of user assignment, etc., if the lessee continues to occupy it unauthorized, or if there is any encroachment, the lessee shall be liable to pay compensation for wrongful use and occupation at three times the Annual lease rent in accordance with the prevailing applicable SOR, till vacant possession is obtained by the Port. In case of Land allotted on upfront basis, the equivalent annual lease rent would be calculated on Pro-rata basis. If the lessee has not vacated the lease Land on expiry of Lease, the period of lease after the same shall be determined and as decided by VOCPA.

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

4.2.30 Administration of Terms of Allotment :

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

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

All Rules and Regulations made by Chairman, V.O.Chidambaranar Port Authority / Board of Trustees of V.O.Chidambaranar Port Authority, Ministry of Ports, Shipping and Waterways, Government of India, with regard to use and enjoyment of the demised premises shall be deemed to be part of terms and conditions of allotment and shall be binding on the allottee.

The V.O.Chidambaranar Port Authority shall have the right in case of leases granted within the V.O.C. Port limits to determine the lease, before the expiry of the term thereof by giving six months' notice in case the demised premises are required for the Port Authority's own purpose or for the purpose of the Government, provided that the option herein mentioned shall not be exercised within the first five years from the commencement of lease. In the event of early determination of the lease for above reasons and purposes the Port Authority will pay to the lessee suitable compensation for the immovable fixed assets on the demised premises. In such cases, subject to availability of Land, the lessee may at the discretion of the Port Authority Board be given an option to relocate activities in another suitable location to be offered by the Port, as per the Land use Plan or refund of proportionate upfront payment without in anyway being liable to the lessee for any loss of business or other damages in this behalf.

If the LESSEE fails to utilize the leased premises for the purpose for which it is allotted, within two years (24 months) of the allotment / handing over of the leased premises by the LESSOR, the LESSOR shall have the right to terminate the lease and repossess the leased premises.

4.2.31 The value of non-judicial stamps to be affixed on agreement shall be of appropriate value prescribed for bond as per latest provision of law in force on the date of execution, however, if the contractor furnishes GPF notes, approved guarantee in respect of or part of security deposit, the stamp duty chargeable for the amount shall be as prescribed for agreement payable in accordance with the latest provisions of law in force on the date of execution of the contract. All the cost of stamp duty shall be borne by the lessee.

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

(Signature of Tenderer with seal)

**CHIEF ENGINEER
& ESTATE OFFICER
V.O.Chidambaranar Port Authority**

CHAPTER - 5

EVALUATION OF THE BID

5.1. Tests of Responsiveness:

Prior to evaluation of Technical Bid of the tender, V.O.Chidambaranar Port Authority will determine whether each offer is responsive to the requirements of the tender document. A tender shall be considered responsive if the tender: -

- i. Is received through online by the due date (including extended period, if any).
- ii. Is signed, sealed and marked as stipulated in the tender document.
- iii. Is accompanied by requisite EMD, as stipulated.
- iv. Is accompanied by all the forms and formats dully filled in / executed, as the case may be.
- v. Contains all the information as requested in the tender document.
- vi. Does not show inconsistencies between the offer and the supporting documents.
- vii. Proposes no change in the offer as compared to the terms & conditions of the allotment as detailed in this tender document or in the Standard Lease Deed Form.

5.2. To be technically qualified, Tenderer has to meet the Eligibility Criteria mentioned in Chapter – 2 above. Only those bidders, who meet the eligibility criteria, would be considered as technically qualified.

5.3. Commercial Bid of the technically qualified tenderers will be opened on intimation to the qualified tenderers and the technically qualified tenderers will be allowed to participate in E-auction through KEONICS portal.

5.4. The tender shall be on up-front / Annual payment basis. The minimum basic Reserve Price fixed for the land is Rs.1270/-with MGT and Rs.2,891/-without MGT per Square Meters for 30 years on upfront basis or Rs.77.10/Sqm/ Annum (with MGT) and Rs.175.44/Sqm/ Annum (without MGT) on Annual basis. The bidder has to offer a premium over and above the minimum basic Reserve Price fixed.

Preference will be given to the bidders those who are quoting on Upfront mode with MGT.

5.5. The Upfront / Annual quoted by the 'H1 tenderer' shall be the reserve price for e-auction.

- 5.6. If there is more than one technically qualified tenderer, there will be e- auction for the respective plot.
- 5.7. There will not be any e-auction on MGT, even if MGT is applicable for the respective plot.
- 5.8. After e-auction, the successful bidder will be the Tenderer who will quote the highest Upfront / Annual.
- 5.9. In case there is only one technically qualified tenderer, no e-auction will be held. VOCPA will accept Upfront / Annual quoted in the Commercial Bid of the tender.
- 5.10. **Clarifications:**
To assist in the process of evaluation of Tender, V.O.Chidambaranar Port Authority may, at its sole discretion, ask any tenderer to provide clarifications in writing from any tenderer regarding its offer.

**CHIEF ENGINEER
& ESTATE OFFICER
V.O.Chidambaranar Port Authority**

(Signature of the Tenderer with seal)

CHAPTER –6

FORM-1

FORM OF APPLICATION FOR “ALLOTMENT OF PORT LAND FOR 30 YEARS LEASE PERIOD ON UPFRONT /ANNUAL PAYMENT BASIS IN V.O.CHIDAMBARANAR PORT FOR PROMOTING INDUSTRIES UNDER COASTAL EMPLOYMENT UNIT (CEU)- (Block – A, D& E)

NOTE: Application form should be filled-in completely in all respects by attaching Annexures, if any. Incomplete forms will not be considered for allotment of plot. The Chairman, V.O.Chidambaranar Port Authority, at his absolute discretion, may reject any application without assigning any reasons. Mere submission of application will not create any right or claim for allotment of plot in favour of the Tenderer.

1. PARTICULARS OF THE TENDERER (S):

(A) Name(s) and address of Tenderer(s): _____
(In Block letters) _____

(B) Name of the Firm/Company, Postal: _____
Address / Registered Office _____

(C) Present, profession / business/
Industry/occupation of Tenderer: _____

2. CONSTITUTION OF THE FIRM / COMPANY

State whether it is:

- (i) Proprietary, (ii) Partnership, (iii) Private Ltd. _____
(iv) Public Limited or (v) Co-operative Society or
(vi) Trusts (vii) Autonomous body or a consortium

NOTE:

1. In case of Partnership firm, names of all partners should be furnished, indicating their shares. Copy of the Partnership Deed should be enclosed. If application is preferred on behalf of existing company, private or public Ltd. company, a copy of Memorandum and Article of Association of the Company together with Certificate of Incorporation and a copy of Resolution authorizing the Tenderer to apply on behalf of the Company should be enclosed. If the Application is being made in the capacity of a Promoter of proposed Company, it may clearly be so

stated. If it is a Society whether it is registered under Co-operative Societies Act or Societies Registration Act may be stated. Details of Registration Number and date may be given

2. In case the Tenderer is a consortium of firms, information of each member of consortium with copy of the agreement between the consortium members, clarifying the role and the responsibility for every member including pattern of investment and profit sharing arrangement of every consortium members shall be submitted with the tender documents.

(Signature of the Tenderer with seal)

DECLARATION

(On letter head of the Applicant)

FORM – 2

1. I / We declare that I / We have gone through the Terms and Conditions set out for the lease of land, Rules and Procedure of allotment and also terms of Lease Deed and hereby undertake to abide by the same. I / We also agree that if in the event of the offer of allotment of any of the plot applied for being made to me / us and if I / We fail to take over the possession of the said plot within two months from date of issue of such an offer, the Earnest Money remitted hereunder will stand forfeited in favour of V.O Chidambaranar Port Authority.
2. I / We also agree that the Earnest Money remitted hereunder will be held by the Port Authority without interest.
3. I / We further state that the particulars given above are true and correct to my / our knowledge and belief and that no material facts have been concealed or withheld.

PLACE: _____

DATE: _____

Signature(s) of Tenderer (s) with
name below in bracket in capital
letters

Status of Tenderer (s) as individual/
Partner of a Firm or Director of a
Company or Promoter of Firm or
Company Managing Trustees with
Seal indicating the position held by
the Tenderer. (Copy of Power of
Attorney / Letter of Authority
enclosed

To,

The Chief Engineer & Estate
Officer Civil Engineering
Department
V.O. Chidambaranar Port Authority,
Tuticorin – 628 004

FORM – 3

(To be submitted before participating in the Commercial Bid e-Auction)

UNDERTAKING FOR “ALLOTMENT OF PORT LAND FOR 30 YEARS LEASE PERIOD ON UPFRONT / ANNUAL PAYMENT BASIS IN V.O.CHIDAMBARANAR PORT FOR PROMOTING INDUSTRIES UNDER COASTAL EMPLOYMENT UNIT (CEU) (Block –A , D & E)”

PLACE:

DATE:

From:

To

The Chief Engineer & Estate Officer,
V.O Chidambaranar Port Authority,
Tuticorin – 628 004.

Sub : Allotment of port land for 30 years lease period on upfront / Annual payment basis in V.O.Chidambaranar Port for promoting Industries under Coastal Employment Unit (CEU) Block –(A,D & E) - Reg

* * * * *

Please refer to your advertisement inviting offers for allotment of land measuring _____ sqm for the purpose of _____ at Port land Plot No. _____ a period of 30 years lease on an “as is where is” basis in the Coastal Employment Unit, V.O.Chidambaranar Port. Having visited the site and examined the drawing showing the location of the Plot and having obtained all other information from all the concerned of V.O.Chidambaranar Port Authority, we offer to utilize the plot and maintain the plot admeasuring area _____ Sqm. for the purpose of _____ at Port land Plot No. _____.

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

We also undertake that in the event of our withdrawing the offer before the prescribed or extended validity of bids if there is any discrepancy in the bid and EMD furnished, our offer will be cancelled and the Earnest Money Deposit (EMD) with you shall be forfeited in favour of V.O.Chidambaranar Port Authority. We agree that unless possession of the plot is offered by V.O.Chidambaranar Port Authority and receipt of all payments from the Tenderer by the V.O.Chidambaranar Port Authority, mere submission of application and payment of Earnest Money and quoting “PREMIUM ABOVE THE RESERVE PRICE” will not create any right in favour of us for allotment of plot and that V.O.Chidambaranar Port Authority reserves absolute

right to reject all or any application and / or tender at any time without assigning any reason.

Yours faithfully,

**(Name & Signature of the Tenderer
and Seal of the organisation)**

FORM- 4

Undertaking for Minimum Guaranteed Traffic for Storage of Export & Import Cargo

(Bidders shall submit an undertaking)

PLACE:

DATE:

From

.....
.....

To

.....
.....

SUBJECT :

1. Minimum Guarantee of Traffic for Storage of Export & Import Cargo shall be as per below given table:

Sl. No	Year of Lease	M.G.T./Acre/annum for Land
1.	First Year(Construction Period)	Nil
2.	Second Year(Construction Period)	Nil
3.	Third Year	Nil
4.	Fourth Year	1000 MT/ Acre
5.	Fifth Year	3000 MT/ Acre
6.	Sixth Year	5000 MT/ Acre
7.	Seventh Year onwards	5000 MT plus 2% compoundable escalation every year thereon till expiry of the lease period.

Failure to achieve this minimum guaranteed traffic throughput in import/export, the lessee shall pay the difference of wharfage charges to the lessor for the shortfall as per the prevailing scale of rates. The lessor also reserves the right to terminate the lease if no satisfactory explanation is given for non achievement of minimum guaranteed traffic throughput.

Yours faithfully,

(Name & Signature of the Applicant
and Seal of the Company)

FORM – 5

BIDDER DETAILS

1. Name of the Organization : _____
2. Address (In Detail) : _____

3. Telephone Number : _____
4. e-Mail Id : _____
5. Permanent Account Number (PAN) : _____
6. Bank Name : _____
7. Bank Branch Address (In Detail) : _____
8. Bank Branch Code : _____
9. Bank Account Number : _____
10. Bank Account Type : _____
11. Magnetic Ink Character Recognizer (MICR) : _____
12. Tax Identification Number (TIN) : _____
13. GST Registration Number : _____
14. GST Registration Code : _____
15. CST Registration Number : _____
16. Employee Provident Fund (EPF) : _____
17. Registration Number : _____

18. Employee State Insurance Scheme (ESIS) Registration Number : _____

19. IFSC Code : _____

20. Brief Description of the project for which the land is proposed to be licensed. : _____

21. Plan proposed : _____

22. Details of facilities developed, if any in other Port(s) : _____

AUTHORISED SIGNATURE
ALONG WITH SEAL _____

ANNEXURE – “A”

TABLE - I - CEU PROPOSAL WITH MGT

I - STATEMENT SHOWING THE MODEL CALCULATION OF ARRIVING RESERVE PRICE, UPFRONT AMOUNT, EMD AMOUNT, SOLVENCY AND FINANCIAL TURNOVER VALUE DEPENDING UPON THE REQUIRED AREA

SL. No.	Area in Sq. M (Acre)	Reserve Price Rs per Sqm. for 30 years with MGT	in Rs. Per Acre for 30 years	EMD 10% of annual lease amt. in Rs	Balance EMD in the form of B.G. Amount in Rs	solvency amount @ 20 % in Rs	Financial Turnover @ 30 % in Rs
1	2	3	4 = 2 x3	5	6= (5)- 25,00,000	7= (4) x 20 %	8= (4) x 30 %
(a)	4046.86 (1 Acre)	1,270	51,39,512	31,201	-----	10,27,902	15,41,854
(b)	40468.6 (10 Acre)	1,270	5,13,95,122	3,12,013	-----	1,02,79,024	1,54,18,537
(c)	4,04,686 (100 Acre)	1,270	51,39,51,220	31,20,129	6,20,129	10,27,90,244	15,41,85,366

TABLE – II - CEU PROPOSAL WITHOUT MGT

II STATEMENT SHOWING THE MODEL CALCULATION OF ARRIVING RESERVE PRICE, UPFRONT AMOUNT, EMD AMOUNT, SOLVENCY AND FINANCIAL TURNOVER VALUE DEPENDING UPON THE REQUIRED AREA

SL. No.	Area in Sq. M (Acre)	Rs per Sqm. for 30 years without MGT	Upfront amount in Rs. Per Acre for 30 years	EMD in Rs	Balance EMD in the form of B.G. Amount in Rs	solvency amount @ 20 % in Rs	Financial Turnover @ 30 % in Rs
(a)	4046.86 (1 Acre)	2,891	1,16,99,472	70,998	-----	23,39,894	35,09,842
(b)	40468.6 (10 Acre)	2,891	11,69,94,723	7,09,981	-----	2,33,98,945	3,50,98,417
(c)	4,04,686 (100 Acre)	2,891	1,16,99,47,226	70,99,811	45,99,811	23,39,89,445	35,09,84,168

The successful bidder has also to remit the Security Deposit equivalent to two years rentals as per Land Policy Guidelines which will be calculated on pro-rata basis on quoted upfront amount in e-auction

ANNEXURE – “A”

TABLE - III - CEU PROPOSAL WITH MGT

I - STATEMENT SHOWING THE MODEL CALCULATION OF ARRIVING RESERVE PRICE, ANNUAL AMOUNT, EMD AMOUNT, SOLVENCY AND FINANCIAL TURNOVER VALUE DEPENDING UPON THE REQUIRED AREA

SL. No.	Area in Sq. M (Acre)	Reserve Price Rs per Sqm. for 1 year with MGT	Annual amount in Rs. Per Acre	EMD in Rs. 10% of Annual lease rent	Balance EMD in the form of B.G. Amount in Rs	solvency amount @ 20 % of upfront amt.in Rs	Financial Turnover @ 30 % of upfront amt. in Rs
1	2	3	4 = 2 x3	5	6= (5)- 25,00,000	7= (4) x 20 %	8= (4) x 30 %
(a)	4046.86 (1 Acre)	77.10	3,12,013	31,201	-----	10,27,902	15,41,854
(b)	40468.6 (10 Acre)	77.10	31,20,129	3,12,013	-----	1,02,79,024	1,54,18,537
(c)	4,04,686 (100 Acre)	77.10	3,12,01,291	31,20,129	6,20,129	10,27,90,244	15,41,85,366

TABLE – IV - CEU PROPOSAL WITHOUT MGT

II STATEMENT SHOWING THE MODEL CALCULATION OF ARRIVING RESERVE PRICE, ANNUAL AMOUNT, EMD AMOUNT, SOLVENCY AND FINANCIAL TURNOVER VALUE DEPENDING UPON THE REQUIRED AREA

SL. No.	Area in Sq. M (Acre)	Rs per Sqm. for 1year without MGT	Annual amount in Rs. Per Acre	EMD in Rs. 10% of Annual lease rent	Balance EMD in the form of B.G. Amount in Rs	solvency amount @ 20 % in Rs	Financial Turnover @ 30 % in Rs
(a)	4046.86 (1 Acre)	175.44	7,09,981	70,998	-----	23,39,894	35,09,842
(b)	40468.6 (10 Acre)	175.44	70,99,811	7,09,981	-----	2,33,98,945	3,50,98,417
(c)	4,04,686 (100 Acre)	175.44	7,09,98,112	70,99,811	45,99,811	23,39,89,445	35,09,84,168

The successful bidder has also to remit the Security Deposit equivalent to two years rentals as per Land Policy Guidelines which will be calculated on pro-rata basis on quoted annual amount in e-auction

The Annual lease rent will be escalated every year and the rent will be revised by the Port once in five years. The next revision will be in October, 2025.

LAND POLICY GUIDELINES 2014
[Clauses 11.2 (a-e) and 11.3 (c & h)]

11.2. **Fresh Leases:**

- a. Land should be leased only in accordance with the land use plan,
- b. Land can be leased up to a maximum cumulative period of 30 years by the Port with the approval of the Board. Renewal of leases beyond thirty years and for a maximum cumulative period of 99 years should be recommended by the Port Authority Board after satisfying itself that the same is required to be renewed and that the Port does not require the said land for its own use. Renewals will be granted through the Empowered Committee mechanism subject to the approval of the Government and renewals will be limited to a maximum cumulative period of 99 years.
- c. In certain cases the lessee may require land for capital intensive investment like tank- farms, refineries etc. The Port, may at its option decide to fix the tenure of lease for a period which is more than 30 years. Such proposals are to be submitted with the recommendations of the Board to the Empowered Committee and Ministry for its approval. The Port in its land-use plan should identify land which can be allotted on long-term lease basis, i.e. for a tenure of 30 years and beyond.
- d. Land shall be leased through tender -cum -auction methodology through a competitive bidding process over the reserve price of such plots which shall be the updated SoR notified by TAMP. At the tender -cum -auction stage, depending upon its financial requirement, the Port may decide to invite bids either on- (i) Upfront basis, where the bidding parameter is the one-time upfront payment offered by the bidder for the lease period and a nominal lease rent of Rs. One per square metre to be collected every year for the currency of lease period, or; (ii) Premium basis, quoted by the bidder over and above the Reserve Price in terms of the annual lease rent, calculated as per the provisions of para-13(b). While leasing out land on upfront basis, the Board shall fix the Reserve Price which would be the NPV of the sum total of annual lease rentals calculated as per Para 13(b), escalated annually at the rate approved by the Board as indicated in para 13(c). The discount factor would be the longest term G-sec rate as per the latest RBI Bulletin. In both cases, the Port shall keep equivalent of two years rentals as security deposit.

11.3. Renewal of Existing / Earlier Leases:

1. During the process of renewal of existing/earlier leases, the Port is required to differentiate between those lease-agreements that provide for renewal and those that do not provide for such renewal at the end of the lease-period. In cases of renewal of existing leases, without renewal option at the end of the lease-term, the land will be put to tender-cum-auction with the first right of refusal to be extended to the existing lessee. The existing lessee should be allowed to match the H-1 bid. If any structure has been constructed by the earlier lessee on the leased land, it would be valued by a third party valuer to be agreed upon by the Port Authority and the earlier lessee and the successful bidder has to remit the value of the structures which would be passed on to the previous lessee. The bidding and auction would be only on the reserve price of the land. With a view to dissuade non-serious bids, EMD for a valid bid should be fixed at 10% of the latest SoR of the land being put on tender. If the only bidder is the existing lessee, the annual lease rental would be determined on the basis of the latest SoR notified as per Para 13(c) or the price quoted by the existing lessee in the tender-cum-auction, whichever is higher. The provision of first right will also apply to expired lease (possession has been taken by the Port) also in addition to existing leases.
- h. After the expiry/termination of lease and despite receiving the notice thereof, or forfeiture of lease on account of change of user, assignment etc., if the lessee continues to occupy it in an unauthorized manner, the lessee shall be liable to pay compensation for wrongful use and occupation at three (3) times the annual lease rent based on the latest SoR, till vacant possession is obtained by the Port. In cases of land allotted on upfront basis, the equivalent annual lease rent would be calculated on pro-rata basis.
 - i. For existing leases, at the time of expiry/termination of lease, the lessee shall remove all structures at his own cost under the following conditions:
 - a. Within three (3) months of expiry/termination, if Port decides not to re-auction that land; or,
 - b. Three months after tender-cum-auction, if the existing lessee was not successful.

Beyond this period, the lessee shall be liable to pay compensation for wrongful use and occupation at three (3) times the annual lease rent, till vacant possession is obtained. In cases of land allotted on upfront basis, the equivalent annual lease rent would be calculated on pro-rata basis. If the Port so decides, for reasons to be recorded and approved by the Port Authority Board, it may also take over the structures after third party valuation of the assets with the concurrence of the lease holder. In case removal of structures is to be carried out by the Port, it would be at the cost of the lessee.

General- Applicable to existing and new leases:

- A. The lessee may be allowed to transfer the lease as per extant laws after obtaining prior approval of the Board of Trustees provided the transferee takes over all the liabilities of the original lessee/ allottee. Such transfer shall be for the remaining duration of the lease and in accordance with the Land Use Plan of the Port. Before allowing such transfer the Port shall recover:-

(i). In case of leases granted on upfront basis

In case of those lands which were originally given on lease on upfront- rental basis, the transfer as per extant laws may be allowed subject to the transferee agreeing to pay the following:-

- (a) An undertaking for payment of the upfront rental as calculated on pro- rata basis for the balance period; and
- (b) A fee equal to 50% of the pro-rata upfront rental payable upto the time of transfer.

(ii). In case of leases granted on annual lease rent basis

In case of leases granted on annual lease rent basis transfer may be allowed subject to:-

- (a) An undertaking for payment of the annual lease rental for the balance period, and
 - (b) A fee equivalent to 50% of the total lease rent payable by the original lessee upto the time of transfer.
- B. All proposals for transfer / subletting should be evaluated by the Land Allotment Committee and thereafter approved by the Board of Trustees.

Clarifications on Policy Guidelines for Land Management, 2015 (PGLM,2015)

Clarification 16:

No subletting/sub-leasing is allowed for leases given after 2014 as per PGLM 2015. However, subletting /sub-leasing shall be permitted in case the land has been allotted to entities such as FTZ/SEZ Multimodal Logistic parks, Mega food parks, Free Trade Warehousing Zones etc., where the business model is based on subletting . In such cases no subletting fee shall be levied. The issue of whether the business model is based on the subletting or no may be decided by the respective Boards of Ports.

(Signature of the Tenderer with seal)

SPECIMEN FORM OF LEASE DEED

This INDENTURE made on this _____ Day of Two Thousand Twenty One (_____) between

The Board of Trustees, V.O.Chidambaranar Port Authority, represented by Chief Engineer & Estate Officer, Shri _____, S/o Shri _____, having his Office at Administrative Building, V.O.Chidambaranar Port Authority, Tuticorin – 628 004 (herein after referred to as the 'Lessor' which expression shall unless excluded by or repugnant to the subject or context include its successors) of the one part

And

M/s. _____ (a Partnership / Proprietorship Firm) (Company registered under the laws of India) having its place of business at _____ represented by its _____ Shri _____(hereinafter referred to as 'the Lessee' which expression, shall unless thereby anything repugnant in the context mean and include his successors and permitted assignees) of the other part.

Whereas the Lessee being the successful bidder in the tender with NIT No._____, dated _____, issued by the Lessor to demise the under mentioned plot of land described in Schedule – I in the manner hereinafter appearing.

Definition and interpretation

A. Definitions

1. "Board" means the Board of Trustees constituted under the Major Port Authority Act, 2021 or under any other Act notified by the Central Government for V.O.Chidambaranar Port Authority;
2. "Competent authority" means the Tariff Authority for Major Ports constituted under section 47A, or Board of Trustees or any organisation or authority constituted for the purpose notified by the Central Government.
3. "Chairperson" means the Chairman of the Board and persons appointed to act in his place under the Major Port Authority Act, 2021 or under any other Act notified by the Central Government for V.O. Chidambaranar Port Authority.
 - a. The expression 'Chairman, V.O.Chidambaranar Port Authority' wherever used in these covenants shall be deemed to include any other officer or authority specifically or generally, authorised from time to time in this

behalf by the Chairman.

4. "Estate Officer" means an officer appointed as such by the Central Government under section 3 of the Public Premises Act, 1971;
 - a. The expression 'Estate Officer, V.O.Chidambaranar Port Authority' wherever used in these covenants shall be deemed to include any other officer or authority specifically or generally, authorised from time to time in this behalf by the Estate Officer.
5. "Notification" means a notification published in the Official Gazette and the expression "notify" shall be construed accordingly;
6. "Premises" means the demised plot of land or any building or part of a building and includes the garden, grounds and outhouses, if any, appertaining to such building or part of a building, and any fittings affixed to such building or part of a building for the more beneficial enjoyment thereof;
7. "Unauthorised occupation" means the occupation by the lessee of the demised plot of land without authority for and includes wrongful use / other than the purpose to which it was utilised or the continuance in occupation by the lessee of the demised plot of land after the authority under which the lessee was allowed to occupy the premises has expired or has been determined for any reason whatsoever for such occupation.
8. Coastal Employment Unit (CEU) means the identified Parcel of Port land with the intention to develop the Port/ proximate industrial manufacturing capacity as a primary step. Further the concept of CEU is aligned to Sagarmala vision of reducing logistics costs and time for the movement of EXIM and domestic cargo.
9. Development charges means the actual expenditure incurred by Port for providing common user facility.
10. MGT means Minimum Guarantee Traffic of cargo to be achieved by the lessee in every financial year as accepted in the Tender.

B. Interpretation

Unless expressed otherwise to the contrary, in this deed:

1. words importing:
 - a. the singular include the plural and vice versa; and
 - b. any gender includes the other genders;
2. an obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally;
3. a reference to:
 - a. a person or an entity includes a company, sole proprietor, partnership firm, unincorporated association, corporation and a government or statutory body or an authority;

- b. a person includes its legal personal representatives, successors and assignees;
- c. legislation, a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- d. a right includes a benefit, remedy, discretion, authority or power; and
- e. an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;

NOW THIS INDENTURE WITNESSETH THAT in consideration of the sum of

C. Upfront Premium:

Rs. _____/- (Rupees _____) per Sqm for the lease period 30 years as quoted in the tender amounting to Rs. _____/- including GST @ 18% (Rupees _____ only) paid by the Lessee towards Upfront premium as one-time payment for the lease period commencing from _____ and thereafter, the YEARLY RENT of Rs. 1/- per Sqm per Annum (Rupees One per Sqm. Per Annum) shall be payable before the beginning of every financial year basis and shall be calculated on monthly pro-rata basis for the period of commencement and completion of the lease as agreed herein.

and _____/- (Rupees _____ only) paid by the Lessee as interest free Security deposit equivalent to two years of **upfront** (calculated on pro rata basis) rentals on quoted amount and of the rent hereinafter reserved and of the covenants on the part of the Lessee hereinafter contained, the Lessor doth hereby demise upto the Lessee for the purpose of “_____”. If the Lessee defaults in payment of any service charges to the Port at any time, necessary adjustments shall be made by the Lessor from the amount of security deposit and the Lessee shall immediately make up the corresponding deficit in the security deposit. The Security deposit shall be refunded after adjusting any dues pending for payment to the Lessor, at the end of lease period upon handing over the demised plot on adherence of the condition in the allotment order and to the satisfaction of the Lessor. And it is agreed that no interest shall accrue or any interest shall be payable on security deposit to Lessee by the Lessor.

D. ALL THAT PLOT of land containing by measurements _____ Sqm (_____ Acres). OR THEREABOUTS, SITUATED AT plot No. _____ of parcel _____) as per CEU, which plot of land is more particularly described in the Schedule – I, hereunder written and with the boundaries thereof has for greater clearness been delineated on the plan annexed to these presents, and thereon coloured together with all rights, easements and appurtenances whatsoever to the said plot of land hereinafter called the 'demised plot of land' belonging to or in any way appurtenant thereto subject to the reservations hereinafter mentioned.

E. TO HOLD THE PLOT OF LAND hereby demised upto the Lessee for the period of 30 (Thirty) years from _____ to _____ vide Allotment order No. _____, dated _____ PAYING, the above agreed Lease Rent or such

other sums as may thereafter be assessed under the covenants and conditions hereinafter contained clear of all deductions by yearly payments payable in advance on or before 10th day of period of lease rentals falls due. The period of lease rentals shall be calculated on every financial year basis and on monthly pro-rata basis for the period of commencement and completion of the lease.

- F. That if and whenever any part of (including but not limited to) the rent, rates, service charges, land assessments and/or taxes hereby reserved shall be in arrears from the actual due date, either formally demanded or not by the Lessor, payable by the Lessee to the designated bank account of V.O. Chidambaranar Port Authority, Tuticorin – 628 004 or at such place / mode as may be mentioned by the Lessor for this purpose from time to time, for which the clause 3(a) shall apply.

1. The Lessee covenants with the Lessor as follows:

a. The lease which is agreed payable by upfront premium shall also pay the nominal lease rent of **Rs.1/-** per Sqm to be collected every year during the currency of lease period. The same shall be paid before commencement of every lease year as per the Land policy Guidelines issued from time to time.

b. The Lessee during the period of lease shall pay all rates, taxes, service charges, land assessments or outgoings now payable or hereafter become payable either to the Lessor or levied by the Central / State Government, local authority or any authorities with respect to the said plot and any buildings or structures etc., that may be constructed in future thereon.

c. The Lessee shall pay all charges / rates in connection with any railway siding, which the Lessor / Authorised person may allow the Lessee to use all haulage and such siding at the scheduled rates for such charges as may be fixed by the Lessor from time to time.

d. The Lessee shall pay water supply and electricity charges and proportionate maintenance charges of sewerage, if provided by the Lessor at the tariff fixed by the Lessor / Authorised person from time to time.

e. Right of way for pipelines will be permitted after examining alignment of pipeline subject to payment of way leave charges as per SoR and one-time payment as per the LPG or as approved by the Board of Trustees of VOCPA, from time to time as supervision charges.

f. The lessee shall pay the one time Development charges towards the actual expenditure incurred by Port on development of common user facilities and as approved or decided by the Chairman, V.O.Chidambaranar Port Authority. Approximately an amount of Rs.8,00,000/- per Acer is payable on one time basis subject to finalization of actual expenditure payable as approved by the Chairman / Board. In addition to the above, the lessee have to pay the maintenance charges

on common user share basis as per actual.

g. The lessee for due performance of its obligations mentioned in this agreement shall maintain during the entire lease period commencing from the day following the last day of 24 months from the date of allotment of land (i.e.) _____ towards the Minimum Guaranteed Traffic (MGT) as per Tender clause No.4.2.9 to 4.2.11 and para ____ of the Allotment order dated _____ as set out in schedule – II attached to the Agreement.

h. The payment received from the Lessee after the commencement of the lease period shall be adjusted towards interest outstanding, penalties, taxes, electricity charges, water charges and other charges in the order of priority as indicated in this clause pending at the time of payment and the balance amount shall be adjusted towards lease rentals.

2. Obligation of the Parties

- a. The Lessor excepts and reserves unto himself all mines, minerals and quarries (including the right, if necessary) to work and get the same by surface workings. The Lessee may receive compensation for all damages sustained to the properties of the Lessee in the demised plot through the exercise of this exception.
- b. The Lessee will erect upon the demised premises in a substantial and work-man-like manner and in accordance with the plans, elevations, sections and specifications to be approved by the Lessor / Authorised person and by such authorities as may be required under law from time to time. The Lessee shall not commence any construction works on the demised plot of land without the prior approval of the Lessor / Authorised person hereinabove mentioned. The buildings / structures shall be constructed with necessary ancillary facilities / amenities as per the standards required from time to time and shall complete the same in all respects. The Lessee shall put the allotted land fit for immediate use within the period and timelines specified in the prevailing Land Policy Guidelines as on that date.
- c. The plans and specifications submitted by the Lessee shall only be with the due preparation and certification by a Chartered Architect / Chartered Engineer and prepared in conformity with the need to maintain architectural facade and elevation in the Port area and also shall be aesthetically prepared to merge with the environment.
- d. The Lessee will not, without the consent in writing of the Lessor, use or permit the use of the said land for any purpose other than that for which it is let and will not without such consent, use or permit the use of the said buildings / structures that is erected or may be erected on the demised plot of land for the purpose other than that for which it is let.
- e. The sub-lease / transfer of lease of lands / buildings will be as per the prevailing Land Policy Guidelines at the time of original allotment or renewal. Any sub-lease of the leased premises or any part thereof or of the building / structures to be erected

thereon or any part thereof shall in conformity to the prevailing Land Policy Guidelines.

- f. The demised plot including buildings / structures during construction shall be open at all times to the inspection of the Lessor / Authorised person or its agents or any authorities or to the sanitary staff appointed for the purpose of maintaining sanitation within the V.O.Chidambaranar Port Authority limits, and the Lessee or any one acting under him shall afford all reasonable opportunities to them for inspection or maintenance.
- g. The Lessee shall not do or suffer to be done on the demised plot of land and in the buildings / structures thereon, any act or thing whatsoever, which in the opinion of the Lessor / Authorised person may be of any annoyance, disturbance or nuisance to the Lessor or its employees or other tenants or to the general public.
- h. The lessee shall ensure utilization of leased land for the purpose for which it is allotted, within two years of allotment, or such shorter period as may be fixed at the time of approval of the lease.
- i. The Lessee will during the term of the lease hereby created, keep the demised plot of land and all other buildings and structures, which may at any time during the said term be erected or constructed on the demised plot of land together with all roads, drains, sewer, fences, compound walls and all other appurtenances to the demised plot of land and the said buildings and structures in good repair and conditions.
- j. The Lessee shall conform and to bound by all the rules, regulations, by-laws and other orders relating to constructions, maintenance, occupation and possession of buildings, health, sanitation, drainage and other like activities, which may be made by the Lessor or any authority from time to time.
- k. The Lessee should keep required clearance from the road for smooth flow of traffic and should not hamper the traffic on the road. The Lessee should not permit any vehicles for loading and unloading or for other purposes on the road in front of leased land or in any other area of the Port, except than the area authorised for the purpose by the Port.
- l. The Lessee shall not erect hoarding or advertisement board in the leased premises without the prior written permission of the Lessor.
- m. The Lessee shall ensure that no cargoes are stacked outside the demised plot of land, except than the area authorised for the purpose by the Port.

3. Event of default

In case of any default to pay the rent, rates, taxes, service charges, land assessments or any portion thereof on or before the due date

- a. The Lessee shall be liable to pay interest on all overdue payments from the date when the same becomes due at the rate applicable to Port users as per the applicable Scale of Rates for the time being in force and as revised from time to time, subject to a minimum of Rs.100/- (Rupees One Hundred only) and it being made clear that the liability for payment of interest shall not affect the other rights accruing to the Lessor on account of such defaults on the part of the Lessee. The aforesaid dues by the Lessee to the Lessor shall be treated as part of rent including the unpaid interest on the said rates, taxes, service charges, assessments or outgoings etc., and the same shall be applicable when and wherever required in connection to the dues arising out of this lease.
- b. The Lessee shall vacate the premises without any protest and any loss to the Lessor arising out of the conduct of the Lessee shall be recovered by the Lessor by exercising the right of lien over the property / belongings of the Lessee in the said demised plot. In case of any restraint to vacate the demised plot of land, the occupation shall be considered as unauthorised and appropriate action will be taken under the Public Premises Act, 1971.
- c. The Lessor reserves the right to disconnect the electricity and water connection and stop all port related services to the Lessee in the event of non-payment of any of the dues as stated above and the Lessee shall be solely responsible for any loss or damage arising out of this.

4. Breach of Contract

Any breach or violations committed by the Lessee or sub-lessee or by any person claiming through or acting under him of any of the covenants or conditions contained in this deed or to the prevailing Land Policy Guidelines and if the said Lessee / person neglects or fails to remedy such breach to the satisfaction of the Lessor / Authorised person or fails to pay penalty as per the provisions contained in the prevailing Land Policy Guidelines, within such time as may be fixed in the notice issued by the Lessor / Authorised person in this behalf requiring the Lessee to remedy such breach, it shall be lawful for any officer / employee acting under the authority and as per the direction of the Lessor / Authorised person may enter upon the plot of land hereby demised and respectively:

- a. to remove or demolish any unauthorised alterations in or additions to the buildings erected on the demised plot of land
- b. to remove or demolish any building erected on the demised plot of land without the previous consent in writing of the Lessor / Authorised person or duly authorised Officer as aforesaid and
- c. to fill any excavation or carryout any repairs that may be necessary and all such moneys and expenses as may be paid out and incurred by the Lessor / Authorised person or by his order while acting hereunder shall be paid by the Lessee and it is hereby expressly declared that exercise of power by the

Lessor / Authorised person under this clause shall not preclude the Lessor from taking any action under any other clause or clauses of this deed.

In such cases, no compensation shall be payable to the Lessee for any foreclosure or termination or cancellation of the Lease deed by the Lessor.

4. Expiration / Renewal / Termination / Surrender of Lease :

Provided always and it is hereby agreed as follows:

- a) The lease shall not be automatically renewable. That the Lessee may at any time terminate or surrender the lease hereby created before the expiry of the lease period by giving to the Lessor six (6) month's prior notice in writing or six month's rent at the then prevailing lease rate, in lieu thereof.
- b) After completion of 30 years, based on the request of the lessee, the allotment may be renewed following Clause No.11.2 (b) & 11.3 of Land Policy Guidelines or applicable Land Policy Guidelines in force and such renewal shall be subject to the approval of the Board / Ministry.
- c) It is also agreed between the parties that notwithstanding any other provisions herein contained, at the time of cancellation / termination or expiry of the Lease, as provided herein, if the Lessor requires the buildings / structures or other fixtures erected on the land for Port's development purposes / activities or otherwise, the Lessor shall be entitled to take over the structures constructed by the earlier Lessee by paying compensation as per the valuation by a Third party valuer chosen by the Lessee from the panel of three valuers given by the Port. Provided however that in case of any dispute between the parties thereto regarding the rate or quantum of compensation payable under the aforesaid provision, the decision of the Board of the Trustees of the Lessor shall be final and binding. The valuer should take into account the Land Policy Guidelines and clarifications in this regard issued by the Ministry from time to time, while doing valuation.
- d) The Lessee shall surrender the demised premises upon termination or expiration of lease or vacation by notice and shall remove the structures over the plot at its costs. If the Lessee doesn't remove the structures within three month's time, the Lessor shall remove the structures and recover the cost from the Lessee. In such cases the Lessee shall not claim any compensation from the Lessor. However, the buildings / structures erected by the Lessee, if left abandoned in the demised premises shall vest with the Lessor free from all encumbrances, upon expiry of the above said three month's time for removal from the date of expiration or termination of lease.
- e) The Lessor shall be entitled to cancel / terminate the lease before expiry of lease period, if the Lessee is declared insolvent or bankrupt or is unable to pay its debts or makes a composition with its creditors or if a trustee, liquidator, receiver or

administrator is appointed to take over the assets or the business or the undertaking of the Lessee or if a substantial portion of the assets, property, revenues or business of the Lessee is confiscated or expropriated by the Government (Central or State) or any governmental agency or third party or if the law relating to the sick companies applies to the Lessee or the Lessee is dissolved or wound up or if an order shall be made or an effective resolution is passed for the winding up of the Lessee or the Lessee is reconstituted or the business or operations of the Lessee is closed either due to disputes inter-se amongst its stakeholders or otherwise.

6. Insurance

Lessee during the tenancy shall keep the premises fully insured sufficiently covering the third party damages also.

7. Indemnification

The Lessee shall indemnify, defend and hold harmless the Lessor (solely with respect to Lessor position as the owner of the demised plot and the landlord under this Lease) from and against any and all claims arising from Lessee's use of the demised plot, or from the conduct of Lessee's business or from any activity, work or things done, permitted or suffered by Lessee in or about the demised plot of land or elsewhere, and shall further indemnify, defend and hold harmless Lessor (solely with respect to Lessor position as the owner of the Premises and the landlord under this Lease) from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease or arising from any negligence of Lessee, or any of Lessee's agents, contractors or employees, and from and against all costs, legal fees, expenses and liabilities incurred in the defence of any such claim or any action or proceeding brought thereon.

8. Notices

- a. That any notice requiring to be made upon or given to the Lessee shall be made or given if sent by the Lessor or his agent through post by registered letter or by e-mail addressed to the Lessee at the demised plot of land (or at _____, email: _____, Mobile No. _____ and that notice requiring to be given to the Lessor shall be given if sent by the Lessee through post by registered letter or e-mail addressed to the Lessor at the Administrative building, V.O.Chidambaranar Port Authority, Tuticorin- 628 004, Email ce@vocport.gov.in Mobile No. _____ and that any demand or notice sent by post in either case shall be assumed to have been delivered in the usual course of post.
- b. Subject to as herein before otherwise provided all notices to be given and all other actions to be taken on behalf of the Lessor may be given or taken on behalf of the Lessor by the Estate Officer / Authorised person or any Officer for the time being entrusted with the functions, duties and powers of the said Estate Officer / Authorised

person or any other Officer of the V.O.Chidambaranar Port Authority authorised by the Estate Officer / Authorised person.

9. Correspondence

The correspondence exchanged between the Lessor and Lessee from the date of publication of tender for land to the date of execution and registration of this lease deed shall form and part parcel of this deed, including but not limited to

- a. Tender document NIT No. _____, dated _____.
- b. Pre – acceptance letter of VOCPA No. _____, Dt. _____.
- c. Payment vide letter No. _____, dated _____
- d. Allotment Order of VOCPA No. _____ dated _____ Land Policy Guidelines – Subsequent changes from time to time and clarifications issued by the Ministry of shipping in this regard shall form part and parcel of this lease deed and binding on both the parties.

10. Compliance

- a. The Lessee will be governed by the Security regulations of the Port applicable from time to time while implementing ISPS Code regulations.
- b. The Lessee shall obtain all statutory clearances as may be required by law, including environmental clearance. It is further agreed that the Lessee shall not during and after the expiration / termination of the Lease period shall claim waiver of rent / penalty / interest or any other compensation due to the reason that the statutory authorities have not given necessary approvals for the project.
- c. The Lessee shall arrange to plant appropriate trees (shadow trees) to maintain environmental conditions (both for pollution control and cool atmosphere). However any claims or issues arising due to violation of environmental and pollution regulations shall be solely borne by the Lessee for not abiding the same.
- d. The Lessee shall follow all safety norms as may be prescribed by the competent authority(ies).
- e. The Lessee shall not make change in the formation, constitution or composition of its business or its name without the written consent of the Lessor.
- f. The Lessee shall obtain at their own cost any trade or other licenses which may legally be required on account of their business from time to time to be in force.
- g. All amount / rate mentioned in this Agreement is excluding of taxes. The relevant tax shall be payable extra by the Lessee at the prevailing rate as per the applicable rules and regulations.

11. Governing Law

- a. The Lease shall be governed by all the provisions or amendments or clarifications of Major Ports Act,1963, Indian Ports Act,1908, Public Premises (Eviction of Unauthorised Occupants) Act, 1971, Transfer of Property Act,1882, Indian Easements Act,1882, Land Policy Guidelines etc., and any other relevant Laws / Acts issued by the Government and including all directives issued by the Government from time to time, in this regard. It shall be also binding upon the Lessee to comply with all such Acts and directives issued by the Government of

India and / or others communicated by the Lessor from time to time.

- b. In case any of the provisions with this agreement is repugnant to the rules of the Land Policy guidelines, the prevailing rules of the Land Policy guidelines shall prevail over the terms and conditions of this agreement.

12. Dispute Resolution

In case of any disputes, differences arise between the parties and which may be subject matter of any action in the Court of Law, subject to the provisions herein before, any disputes shall be settled amicable between the parties through a committee and if no settlement arises, the same shall be referred to a sole arbitrator appointed by the Chairman. If the lessee or lessor is not accepting the award of Sole Arbitrator, disputes shall be settled through Court of Law at TUTICORIN.

In witness whereof for the Board of Trustees, V.O.Chidambaranar Port Authority the Chief Engineer & Estate Officer, V.O.Chidambaranar Port Authority Shri _____ the Lessor and Shri _____ for and on behalf of Lessees the parties have set their hand this day _____th day of Two Thousand and _____ and the common seals of the Lessor and Lessee have been hereunder affixed on this day.

Signed by _____
For and on behalf of the Board of Trustee,
V.O.Chidambaranar Port Authority

CHIEF ENGINEER &
ESTATE OFFICER
V.O.CHIDAMBARANAR PORT AUTHORITY
Email : ce@vocport.gov.in

Signed by (the Lessee) Shri.....

..... (Signature)

email id:

In the presence of
(Witness)

1) Name and Address (Signature)

2) Name and Address (Signature)

SCHEDULE-I

That plot of land measuring _____ Sqm.(_____ Acres) at Plot No._____ of Parcel _____ bearing the following marking in red colour in the drawing enclosed, plot situated in Tuticorin Registration District, Joint Sub-Registrar Office. Survey No. _____

Bounded on the East by _____

Bounded on the west by _____

Bounded on the North by _____

Bounded on the south by _____



Schedule –II Special Condition

Commencement of Minimum Guaranteed Traffic :

MGT of cargo for 1 Acre will be as detailed below:

Commercial operation	Cargo on MT per Acre per Annum
Gestation period / Construction period	3 years from the date of allotment order
1 st year of commercial operation (4 th year from date of allotment)	1000
2 nd year of commercial operation (5 th year from date of allotment)	3000
3 rd year of commercial operation (6 th year from date of allotment)	5000
4 th year of commercial operation (7 th year from date of allotment and thereafter)	5000 MT with 2% compoundable escalation every year thereon till expiry of the lease period.

In case of more than one Acre, the MGT shall increase with respect to the land area allotted.

The start date for applicability of MGT shall be the day following the last day of 36 months from the date of allotment of land. The finish date for the 1st year for the purpose of calculating MGT shall be the following 31st March, where MGT will be calculated on pro-rata basis. Thereafter, every financial year will be the year for calculation of MGT till the 29th year for plots. Again, the spirit of pro-rata MGT shall be applied for the balance period to complete 30th year. It is obligatory on the part of the lessee to achieve the MGT every year (from 3rd year of lease onwards) during the lease period.

However, lessee will be at liberty to prepone the date of commencement of applicability of MGT. In that event also, the total lease period shall continue to be 30 years.

Gestation Period:

For Plots under Table – I (With MGT) : It would be the responsibility of the successful tenderer for each plot to commence commercial operation for the plot proposed for industries, immediately on handing over of the Plot of Land and to achieve the quoted and accepted Minimum Guaranteed Traffic within the period as mentioned in Table – I (With MGT) of Annexure – “H” from the date of allotment of land. The Gestation period is 36 months (3 years) from the date of allotment order including all statutory clearances from Various Departments as applicable under the various acts being in force from time to time.

Bank Guarantee for MGT :

A Bank Guarantee is to be executed by the lessee, from Tuticorin Branch of any Nationalised / Scheduled Bank of India for a sum equivalent to the amount arrived at by multiplying the prevailing wharfage of the relevant commodity / commodities as per Scale of Rates with the tendered MGT (i.e.) Rs. _____)/- . The Bank Guarantee shall remain valid for a period of one year __ months and __ days) (i.e. _____ to _____) (with a further claim period of 3 months thereafter), and subsequently to be renewed every year one month before expiry of validity period, (i.e.) from _____ to till completion of the entire lease period.

Also, in the event of revision of Scale of Rates within the validity period of the Bank Guarantee (BG) in any year, requiring revision of the BG amount, the lessee shall have to furnish the supplementary BG for the additional amount for the balance period. Alternatively, the lessee shall be at liberty to submit fresh BG of requisite amount and get back the former BG. Format for BG shall be provided by VOCPA to the lessee.

Schedule –III
INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the of 2024, between, on one hand, the President of India acting through the **Chairperson, V.O.Chidambaranar Port Authority**, Government of India (hereinafter called the "PORT", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and **M/s. _____** represented by _____, (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and, permitted assigns) of the Second Part.

WHEREAS the PORT proposes to "Allotment of Port land for 30 years lease period on upfront / annual payment basis in V.O.Chidambaranar Port for promoting industries under Coastal Employment Unit (CEU) (Block –A, D & E)." and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the PORT is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.
NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to Enabling the PORT to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PORT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the PORT

1.1 The PORT undertakes that no official of the PORT, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or

through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The PORT will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the PORT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PORT with full and verifiable facts and the same is prima facie found to be correct by the PORT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PORT and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PORT the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PORT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PORT or otherwise in procuring the Contract or forbearing to do or

having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the PORT that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PORT or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PORT or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the PORT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit

any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PORT, or alternatively, if any relative of an officer of the PORT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PORT.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process,

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount as per **Annexure – A** of Tender document as Earnest Money/Security Deposit, with the PORT through any of the following instruments:

i. Bank Draft or a Pay Order

ii. A confirmed guarantee by an Indian Nationalized Bank,

Promising payment of the guaranteed sum to the PORT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PORT shall be treated as conclusive proof of payment.

iii. Any other mode or through any other instrument as specified in the tender.

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years / 30 years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PORT, including warranty period, whichever

is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PORT to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the PORT to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PORT to take all or any one of the following actions, wherever required:-

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PORT and the PORT shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the PORT, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the PORT in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PORT, along with interest.
- vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PORT resulting from such cancellation/rescission and the PORT shall be entitled to deduct the

amount so payable from the money(s) due to the BIDDER.

- vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the PORT.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PORT with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the PORT to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The PORT will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the PORT to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PORT, if the contract has already been concluded.

8 Independent Monitors

8.1 The PORT has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. The Independent External Monitors appointed by Port are as follows:

1. Shri. Trivikram Nath Tiwari, ILS (Retd.),
301-B, Block-3B, HIG DDA flats, Rani
Jhansi Road, DDA complex, Motia
Khan
New Delhi – 110 055.
Phone No. +91 98717 88277
Mail id: trivikramnt@yahoo.co.in

2. Shri. Hermanprit Singh, IPS, (Redt.),
12, Belevedre Road,
Alipore, Kolkata – 700 027.
Phone No. +91 98301 97103
e-mail id: hermanprit@gmail.com

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the PORT.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PORT including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality,

8.7 The PORT will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of PORT/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PORT / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations,

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PORT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination,

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PORT.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years / 30 years or the complete execution of the contract to the satisfaction of both the PORT and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid: the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12.3 The parties hereby sign this Integrity Pact at _____ on

PORT

BIDDER

Name of the Officer.

CHIEF EXECUTIVE OFFICER

Designation

V.O.Chidambaranar Port Authority

Tuticorin

Witness

Witness

1. _____

1. _____

2. _____

2.

ANNEXURE – “D”

**SPECIMEN FORM OF BANK GUARANTEE
FOR EARNEST MONEY DEPOSIT**

KNOW ALL BY THESE PRESENT that (Name of Bank)

.....
... a banking corporation carrying on banking business including Guarantees at Tuticorin and other places and having its office at (Regd. Office Address) (hereinafter called The Bank which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns).

WHEREAS Board of Trustees of V.O.CHIDAMBARANAR PORT AUTHORITY constituted under the Major Port Authority Act, 2021 (hereinafter called the Board which expression shall unless excluded by or repugnant to the context of meaning thereof be deemed to include its successors and assigns) had invited tenders for "
.....

....." (Hereinafter called Tender) as per conditions of the contract, scope of work, BOQ and specifications covered under the `Tender`.

AND WHEREAS (Name of Tenderer) (Hereinafter called the `Tenderer`) has offered to carry out the work under the said Tender.

AND WHEREAS under the conditions of the contract, the Tenderer is required to give an Earnest Money Deposit in form of Bank Guarantee of a Nationalized / Scheduled Bank having its branch at Tuticorin for the sum of Rs. (Rupeesonly).

AND WHEREAS (Name of Tenderer) have requested the Bank to furnish a Guarantee to the Board for the sum of Rs. (Rupees.....only) which the bank has agreed to do in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that the said Bank doth hereby stand surety for the said sum of Rs. (Rupees only) AND DOTH

HEREBY GUARANTEE TO AND COVENANT WITH AND irrevocably agree to pay to the Board upon demand in writing referring to the terms & conditions of the contract and without questioning the right of the Board to make such demand or the propriety or legality of such demand such sum or sums not exceeding in the whole a sum of Rs.(Rupees only) as may

be payable to the Board by the Tenderer by reason of:

(i) Withdrawal of his Tender within the validity period

Or

ii) Makes any modifications in the terms and conditions of this tender before the expiry of 180 days from the last date of the submission of Tender or such time as may be extended by the Board to which the Tenderer has agreed in writing

Or

iii) In the event of the tender being accepted by the Board, fails to enter into a contract

The said Bank doth further covenant and declare that this security is irrevocable and shall remain in force upto and inclusive of the day of2024.

AND

If the contract is not awarded by the Board before the expiry of the aforesaid date, or such times as may be extended by the Board to which the Tenderer has agreed in writing the said Bank undertakes to renew this Guarantee from month to month until one month after the date of award and the said Bank doth hereby further covenant and declare that if the said Tenderer do not obtain and furnish renewals of this Guarantee for a further period of one month to the Board not less than 30 days prior to the expiry of this Bank Guarantee or its renewals there of as to keep the same valid and subsisting till the contract is awarded by the Board and for one month thereafter, the entire amount of this Bank Guarantee in default of obtaining and furnishing the renewals of this Bank Guarantee in the manner and within the time aforesaid shall become forthwith due and payable to the Board notwithstanding

(i) That the period of the Guarantee of the renewal of renewals thereof has not expired

Or

(ii) The period of Guarantee of the renewal (s) thereof has already expired.

AND THE BANK further declares that notwithstanding anything to the contrary contained herein above, the Bank's liabilities under this Guarantee are restricted to Rs. (Rupeesonly) and unless a demand in writing under the Guarantee is made with the Bank within the one month from the date of award of the contract all the rights of Board under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liability there under.

After invoking the Bank Guarantee by the beneficiaries the bank has to pay the amount within a week after receipt of the communication failing which it will have to pay the beneficiaries interest of SBI Base rate + 2%for the delayed payment.

Notwithstanding anything contain herein:

i) Our liability under this Bank Guarantee shall not exceed (EMD amount) Rs. (Rupeesonly)

a. this Bank Guarantee shall be valid and subsisting till the contract is awarded by the Board and for one month thereafter) ; And

(ii) we are liable to pay the guaranteed amount or any part thereof under the Bank Guarantee only and only if you serve upon us a written claim or demand to be received on or before (one month after the Bank Guarantee validity)

IN WITNESS WHEREOF, the duly constituted Attorney(s) of the Bank has / have herein to set his / their hands and seals on the day of 2024, (date of the Bank Guarantee)

SIGNED SEALED AND DELIVERED

By the within namedthrough its duly constituted Attorney Mr..... &.....
In the presence of

BANK GUARANTEE FOR MINIMUM GUARANTEED TRAFFIC

Guarantee No.:

Date of Issue :

Amount : Rs.

Date of Expiry:

This Deed of guarantee executed by the, having its Corporate Office at..... and amongst other places, a branch at Tuticorin (hereinafter referred to as 'the Bank') in favour of 'V.O.Chidambaranar Port Authority, Tuticorin' (hereinafter referred to as 'the Beneficiary') for an amount not exceeding Rs..... (Rupeesonly) at the request of (hereinafter referred to as 'the Contractor/(s)).

This Guarantee is issued subject to the condition that the liability of the bank under this Guarantee is limited to a maximum of Rs..... (Rupees only) and the Guarantee shall remain in full force up to (date of expiry) and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the Bank on or before the(last date of claim).

SUBJECT TO AS AFORESAID;

In consideration of the representing the Board of Trustees of V.O.Chidambaranar Port (hereinafter called "the port") having agreed to allotment of Port Land admeasuring SqM. for thereon on 30 years lease on 'as is where is basis' at V.O.Chidambaranar Port Authority to under the terms and Conditions of the Letter of allotment No:(hereinafter called "the said Allotment Letter") on production of Bank Guarantee towards amount equivalent to One year Wharfage amount for the purpose of Allotment of Port land admeasuring.....sq.mts for the purposeon **30 years** lease on as is where is basis at V.O.Chidambaranar Port Authority for **Rs. (Rupees only):**

1. **We,**, (hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay to the Port an amount not exceeding **Rs.** (**Rupees .. only**) against any loss or damage caused to or suffered or would be caused to or suffered by the Port by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Allotment Letter.

2. **We,**..... , do hereby further undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Port stating that the amount claimed is due by way of loss damage caused to or would be caused to or suffered by the Port by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Allotment Letter or by reason of the Contractor(s)' failure to perform any of the terms & conditions in the said Allotment Letter. 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 any amount not exceeding **Rs.** (Rupees only).

3. **We,**, undertake to pay to the Port any money so demanded not with Standing any dispute or dispute raised by the Contractor(s) in any suit or proceedings before any Court or Tribunal relating thereto, our liability under this present being absolute unequivocal. The payment so made under this Bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us (Bank) for making such payment..

4. **We,**, further agree 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 Allotment Letter that it shall continue to be enforceable till all the dues of Port under or by virtue of the said Allotment Letter have been fully paid and its claims satisfied or discharged or till the Engineering Department V.O.Chidambaranar Port Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee unless demand or claim under this guarantee is made on us in writing on or before We shall be discharged from all liability under this guarantee thereafter provided further that the Bank shall at request of the Port but at the cost of

the Contractor(s) renew or extent this guarantee for such further periods as the Port may require.

5. **We**,..... , further agree with Port that the Port shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Allotment Letter or to extent time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port against the said Contractor(s) and to bear or enforce any of the terms and conditions and relating to the said Allotment Letter and we shall not be relived from our liability by reason of any such variation or extension being granted to the said contractor (s) or for any forbearance, act omission on the Part of the Port or any indulgence by the Port to the said of Contractor(s) 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 not be discharged due to the change in the constitution of Bank or the Contractor(S).

7. **We**,, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Port in writing.

“Notwithstanding anything contained herein:

- a) *Our liability under this Bank Guarantee shall not exceed Rs.
(Rupees only);*
- b) *This Bank Guarantee shall be valid up to..... ;including claim
period of 6 months and*

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(date of expiry of Guarantee).”

Unless a suit or action to enforce a claim under the guarantee is filed within the period specified in this behalf in the guarantee, the right to enforce a claim under the guarantee shall be forfeited and the would be relieved and discharged from all liability under the guarantee.

In Witness Whereof Mr. _____ and Mr. _____ have signed for and on behalf of the this deed on the day and year first written above.

(Signature with Seal)

NOTICE INVITING e-TENDER FOR THE WORK”

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

To

The Chief Engineer & Estate Officer,
V.O.Chidambaranar Port Authority, Tuticorin-628004.

Sir,

Subject: Acceptance of Terms & Conditions of Tender for
“” –Reg.

Tender Reference No: _____

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned Tender/Work from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby and agree the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by V.O.Chidambaranar Port Authority for the above subject work has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by me/ us is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then V.O.Chidambaranar Port Authority shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely.

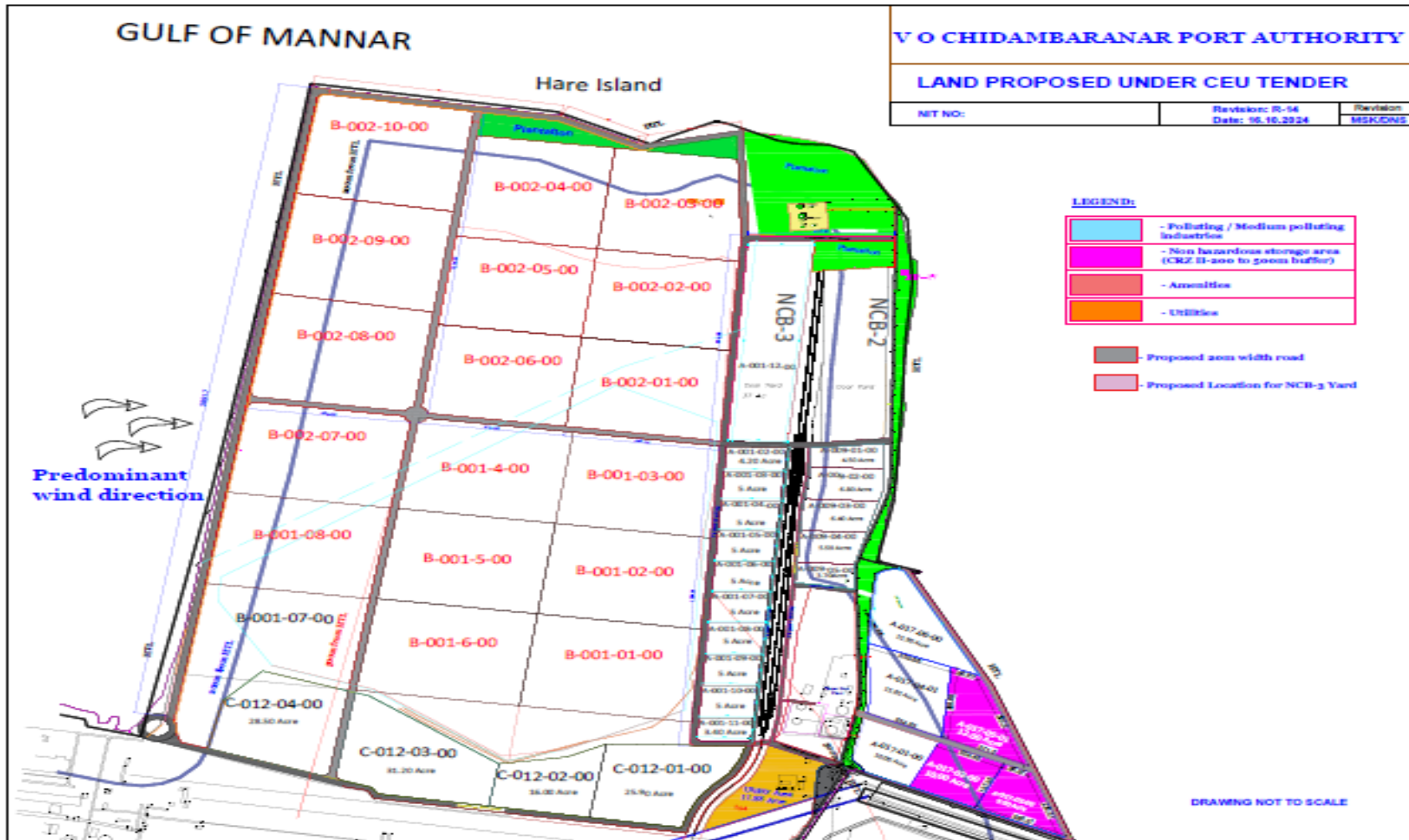
Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Please Note: The bidder shall file this Annexure sheet signed, sealed and uploaded or otherwise the offer will not be considered for evaluation.

ANNEXURE – “G”

DRAWING SHOWING THE PROPOSED AREAS FOR “Allotment of Port land for 30 years lease period on upfront / annual payment basis in V.O.Chidambaranar Port for promoting industries under Coastal Employment Unit (CEU) (Block –A)”



ANNEXURE – “G”

DRAWING SHOWING THE PROPOSED AREAS FOR “Allotment of Port land for 30 years lease period on upfront / annual payment basis in V.O.Chidambaranar Port for promoting industries under Coastal Employment Unit (CEU) (Block –D &E)”

