

**V.O. CHIDAMBARANAR PORT AUTHORITY**

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**e-TENDER CUM e-AUCTION DOCUMENT**

**ALLOTMENT OF PORT VACANT LAND NEAR PORT GUEST HOUSE 'ON AS IS WHERE IS BASIS' FOR THE PURPOSE OF HOTEL FOR A PERIOD OF 30 YEARS ON UPFRONT / ANNUAL LEASE BASIS AT V.O.CHIDAMBARANAR PORT AUTHORITY.**

**TECHNICAL BID**

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**JUNE, 2024**

**V.O. CHIDAMBARANAR PORT AUTHORITY**  
**e-TENDER CUM e-AUCTION DOCUMENTS**

**ALLOTMENT OF PORT VACANT LAND NEAR PORT GUEST HOUSE 'ON AS IS WHERE IS BASIS' FOR THE PURPOSE OF HOTEL FOR A PERIOD OF 30 YEARS LEASE ON UPFRONT / ANNUAL LEASE BASIS AT V.O.CHIDAMBARANAR PORT AUTHORITY**

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**V.O. CHIDAMBARANAR PORT AUTHORITY  
CIVIL ENGINEERING DEPARTMENT  
TUTICORIN-628 004**

[www.vocport.gov.in](http://www.vocport.gov.in)

[www.tenderwizard.com/VOCPA](http://www.tenderwizard.com/VOCPA)

No. E(C) 56 / 7 / 2023 – EST /D. 1647

Dated: 20.06.2024

**NOTICE INVITING e-TENDER CUM e-AUCTION No.: EST – 2 / 2024 – 25**  
**(only through e-Tendering mode)**

a) Name of Work	Allotment of Port vacant land near Port guest house 'on as is where is basis ' for the purpose of Hotel for a period of 30 years lease on upfront / annual lease basis at V.O.Chidambaranar Port Authority.
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.1.15 in Chapter-1).
d) Downloading of Tender document from website	From 21.06.2024 to 12.07.2024
e) Last date & Time of submission of tender online	<b>12.07.2024 at 15:00 Hrs.</b>
f) Opening of Technical Bid online Date & Time	<b>12.07.2024 at 15:30 Hrs.</b>
g) Validity of Tender	180 Days from the date of opening of Tender

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



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

Tender for Allotment of Port vacant land near Port guest house 'on as is where is basis ' for the purpose of Hotel for a period of 30 years lease on upfront / annual lease basis at V.O.Chidambaranar Port Authority

**CHAPTER – 1**  
**V.O. CHIDAMBARANAR PORT AUTHORITY**  
**INSTRUCTION TO TENDERERS**

- 1.1. **Invitation of Offer** : Offers/ bids in the prescribed forms are hereby invited from the successfully been running and reputed restaurant / Hotel / person for Allotment of Port vacant land near Port guest house 'on as is where is basis ' for the purpose of Hotel for a period of 30 years lease on upfront / annual lease basis at V.O.Chidambaranar Port Authority.

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)

The bidders shall furnish their past experience in the relevant field of running Hotel for which purpose their required land. The Tenderer should furnish the details of experience in the hotel business during last three years ending March, 2024 along with Licenses and Registration Required for Hotel Business such as FSSAI Food Business License, Eating House License, etc the bidder with above experience only can participate in the e-tender. Interested parties may submit their Tender online in the prescribed format upto the dated and time indicated in Notice inviting Tender.

- 1.2. **DATE & TIME.** The date and time for e-tender shall be as stipulated in NIT. The exact date and time for e-auction will be intimated later to the technically qualified Tenderers by e-mail.
- 1.3. The tender shall be on Upfront / Annual Lease payment basis. The minimum basic Reserve price fixed for Upfront payment basis is Rs.6,882/- per Square Meters for 30 years and for Annual Lease payment basis the Reserve Price is Rs.425.04 per Square meter per Annum. The bidder has to offer a premium over and above the minimum basic Reserve Price fixed by Port. 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 if the allotment made on upfront basis.
- 1.4. 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 /

Annual lease rent amount in e-auction.

- 1.5. Every Bidder has to participate in the e-Tender cum e-Auction process. 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.
- 1.6. The H1 price quoted in the commercial bid (Part –II) for upfront lease for 30 years / Annual lease amount will become the Reserve price for e-auction.
- 1.7. **Cost of Tender document :**  
Cost of Tender document is Nil
- 1.8. A tenderer intending to bid for plot should submit the bid online which shall be complete in all respects by remitting EMD.
- 1.9. The tender document can also be down loaded from Port website [www.vocport.gov.in](http://www.vocport.gov.in) or [www.tenderwizard.com/VOCPA](http://www.tenderwizard.com/VOCPA) .
- 1.10. The downloading of document 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.
- 1.11. 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).
- 1.12. Bidders who already have a valid Digital Signature Certificate need not procure new Digital certificate for this tender purpose.
- 1.13. 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.
- 1.14. Only bidder whose EMD received through e-payment mode link which is available in the e-tender website, [www.tenderwizard.com/VOCPA](http://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.

**1.15. Earnest Money:**

The bidder shall remit the Earnest Money Deposit amount at 10% of the Reserve Price per SQM for 30 years 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](http://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	<b>Name &amp; Address of the Bank</b>	Indian Overseas Bank, Harbour Branch, Tuticorin – 628 004.
b	<b>Name of the Branch</b>	Harbour Branch
c	<b>IFSC Code</b>	IOBA0000143
d	<b>Account No.</b>	014301000000001
e	<b>Type of Account</b>	Savings Account
f	<b>Beneficiary’s Name</b>	V.O. Chidambaranar Port Authority

All the bidders have to pay the EMD amount and Tenders without paying EMD will not be considered. Cost of payment of EMD to be made in the **e-tender website payment 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. While uploading tender the details of payment made and balance EMD as BG 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.

1.16. 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 tenderers may undertake a site visit if, they so desire, to study the site conditions

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Tender for Allotment of Port vacant land near Port guest house ‘on as is where is basis ’ for the purpose of Hotel for a period of 30 years lease on upfront / annual lease basis at V.O.Chidambaranar Port Authority

before bid submission. Cost incurred by the tenderers 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 tenderers shall be deemed to have inspected the respective Port land(s) before submission of offer and to have considered all relevant aspects necessary for submission of offer.
- 1.19. Tenderers who have pending dues to the Port except those that are pending due to matter subjudiced are not eligible to participate in the e-tender. If such Tenderer 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.
- 1.23 Besides, any other addendum, if issued, shall also be uploaded on the VOCPA website [www.vocport.gov.in](http://www.vocport.gov.in) or [www.tenderwizard.com/VOCPA](http://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.
- 1.24 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 tenderers in response to any request made by V.O. Chidambaranar Port Authority.
- 1.25 Contacting Officer: Further details / clarification, if any, will be available from the office of "The Chief Engineer, Civil Engineering Department, Estate Management Division, V.O. Chidambaranar Port Authority, Admn. Building, Tuticorin - 4".
- 1.26 Clarification: Further details / clarification, if any, the bidder shall contact Estate Management Division , V.O. Chidambaranar Port Authority, Admn. Building at any working day
- 1.27 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 SI.No. (e) of NIT.

- 1.28 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.
- 1.29 Tenders received after due date and time will be summarily rejected. The Port will not be responsible for the delay in online submission.
- 1.30 Opening of Technical Bid : Technical Bid (Part - I) of the Tenders will be opened online on the date & time indicated in Notice Inviting Tender in the Office of Chief Engineer, Civil Engineering Department, V.O.Chidambaranar Port Authority, Administrative office Building, Tuticorin-628004 in presence of the participating tenderers or their authorized representatives.
- 1.31 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.
- 1.32 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 and H1 price in the commercial bid shall become reserve price for e-auction.
- 1.33 Interruption of activities : In the event of any unforeseen circumstances such as holidays, bandhs, strikes, transport dislocation etc., on the scheduled day of 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.
- 1.34 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.
- 1.35 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, modify the Tender Document by issuance of Addendum in official website of V.O. Chidambaranar Port Authority [www.vocport.gov.in](http://www.vocport.gov.in) (or) [www.tenderwizard.com/VOCPA](http://www.tenderwizard.com/VOCPA). 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](http://www.vocport.gov.in) (or) [www.tenderwizard.com/VOCPA](http://www.tenderwizard.com/VOCPA).
- 1.36 Conditional offers shall not be accepted.



- 1.37 Tenderers are bound by the V.O. Chidambaranar Port Authority rules and regulation being issued from time to time.
- 1.38 The Reserve price for the respective Land area in terms of upfront / Annual lease rent amount payment for 30 years has been mentioned in tender documents as per Annexure – “A”. The Tenderers shall have to bid above this rate for the plot that it wants to bid for. Any bid quoting rates equal / below the reserve price shall be rejected outright.
- 1.39 Preference will be given to the bidders those who are quoting for lease under upfront mode
- 1.40 **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. VOC Port Authority will not be responsible in any manner for such costs, regardless of the conduct or outcome of the tender process.
- 1.41 Schedule of the plot offered for allotment in **Annexure – “H” (commercial bid)** along with eligible criteria is mentioned in **Chapter 2** of the tender document.
- 1.42 **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 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.
- 1.43 **Agreement** : The Successful bidder after award of the tender shall enter into an Agreement with VOCPA, enumerating different terms and conditions of allotment where applicable, before taking over the land from VOCPA.
- 1.44 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) & The Tamil Nadu Catering Establishments Rules, 1959 / Society / Autonomous Body or consortium thereof shall be eligible to tender for the plot.
- 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 in which they want to bid issued by any Nationalized / Scheduled Bank.
- 2.3. Experience :** The bidder shall indicate in the Form-3 the purpose for which they required Port land on lease basis. The bidders shall furnish their past experience in the relevant field of running Hotel for which purpose their required land. The Tenderer should furnish the details of experience in the hotel business during last three years 2021-22, 2022-23 and 2023-24 ending March, 2024 along with Licenses and Registration Required for Hotel Business such as FSSAI Food Business License, Eating House License, etc. Supporting Documents for the experience claimed should be produced with Notary attestation.
- 2.4. Financial Position :** Average annual audited Financial turnover of the Tenderer during last three financial years (i.e.) 2021-22, 2022-23 and 2023-24 shall be at least 30% of the total Reserve Price as per Annexure – “A”.
- 2.5.** 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.
- 2.6.** An Undertaking that they have not been banned / de-listed by any reputed organization in the past shall be provided.

## 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 vacant land near Port guest house ‘on as is where is basis’ for the purpose of Hotel for a period of 30 years lease on upfront / annual lease basis at V.O.Chidambaranar Port Authority.”. 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](http://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](http://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 "Check List - I" of 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](http://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 Tender for Allotment of Port vacant land near Port guest house ‘on as is where is basis ’ for the purpose of Hotel for a period of 30 years lease on upfront / annual lease basis at V.O.Chidambaranar Port Authority

[www.vocport.gov.in](http://www.vocport.gov.in) and through “E-tendering portal: <https://www.tenderwizard.com/VOCPA>” and while uploading tender documents ,

**3.1.5 EARNEST MONEY DEPOSIT:** While uploading tender documents, scanned copy of Proof for RTGS / NEFT payment towards EMD as per Annexure – “A” should be uploaded.

Earnest Money Deposit shall be paid through NEFT / RTGS only. The details of the Bank account are as follows:

**Details Of Bank Account**

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

**Note :-**

- 1) If Transaction of EMD / Tender document fees 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**

Tender for Allotment of Port vacant land near Port guest house 'on as is where is basis ' for the purpose of Hotel for a period of 30 years lease on upfront / annual lease basis at V.O.Chidambaranar Port Authority

### **e-TENDRING :**

- 1) VOCPA Tenders only Through e-Tendering Mode.  
([www.tenderwizard.com/VOCPA](http://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](http://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 Notice Inviting Tender at [www.tenderwizard.com/VOCPA](http://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 the 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 UTR copy of RTGS/NEFT payment towards Earnest Money Deposit amount as mentioned in Annexure – A
- iv. **Proof of Financial position of the Tenderer :** Self-attested 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.) 2021-22, 2022-23 and 2023-24 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 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 / Authority / 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 / Authority / Autonomous body / Consortium or resolution of the board of directors in case of company with the tender documents.
  - x. Self-attested copy of PAN card, and GST Certificate
  - xi. Details of pending dues / litigations of bidder with V.O. Chidambaranar Port Authority.
  - 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. Each page of this tender document including addendum, notice etc., – if any, is to be duly signed and stamped as a token of having read all the pages and confirmation of having agreed to the same , shall also be submitted with the other Tender documents.
  - xv. The authorized signatory shall sign the tender documents and other confirmation, undertaking etc., to be attached with the tender.
  - xvi. Tender Acceptance letter as per Annexure- “E” of tender document to be given on Company Letter Head.
  - xvii. Integrity Pact as per Annexure - G to given on Company in prescribed format.

**Note:** The bidder/ tenderer firm shall submit all the above documents (Sl. No. iv, v, vi, vii,viii, ix and x) should be attested by Notary Public.

**b. Commercial Bid ( Part – II ) :**

- i. The bidder has to submit the commercial bid online in the prescribed format in Annexure – “H” for Price Schedule for the specific plot.
- ii. Undertaking as per Form No. 3 in Chapter – 6.

**3.2.2 Submission of the e-Tender :**

The offers as stated above shall have to be submitted through online upto the date & time indicated in Notice Inviting Tender. 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 Land areas available for leasing as mentioned in Annexure – “G” are on ‘as is where is basis’ situated in V.O Chidambaranar Port Authority 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 / existing building 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 / existing building 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 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 RTGS / NEFT only will be adjusted towards the Security deposit and the balance amount will be collected from the successful Tenderer towards Upfront / Annual lease rent amount Payment, Lease rentals and the balance Security Deposit as mentioned at Annexure – “A” shall also be submitted in advance to VOCPA by the bidder and after taking over the possession of the plot after execution of lease deed by the bidder. Provided that, 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 and the EMD submitted by such parties will also be forfeited. Further they will not be allowed to participate in the e-auction for commercial bid.

#### **4.2. 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 thereto shall prevail in case of any dispute as to interpretation of any terms of this tender.

##### **4.2.1. Security Deposit :**

The Port shall keep Security Deposit equivalent to 2 years rentals (and GST) which will be calculated on pro-rata basis on quoted upfront amount / annual lease rent rate at e-auction stage. Security Deposit shall be released 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. In case of surrender of land by the bidder before completion of lease period the Security Deposit amount will not be refunded.

##### **4.2.2. Allotment :**

The allotment of the plot will be made to the techno-commercially qualified, highest Bidders of plot / existing building 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 guidelines issued by the Ministry of Ports, Shipping and Waterways, Government of India, from time to time.

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 / Annual lease rent amount payment, lease rentals, Security deposit for the plots mentioned at **Annexure – "A"**. 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 two weeks from the date of issue of letter of allotment failing which the allotment will be liable to be cancelled and total Upfront / Annual lease rent amount payment and EMD shall be forfeited.

##### **4.2.3. Reserve price and the Premium :**

The Reserve Price of **Rs.6,882 /- Per Sqm.** for 30 Years for Upfront premium basis and the Reserve Price of **Rs.425.04 per Sqm.** per Annum for Annual Lease Rent basis, for various areas have been fixed as per Annexure – "A". 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 for lease under upfront mode.

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Tender for Allotment of Port vacant land near Port guest house 'on as is where is basis' for the purpose of Hotel for a period of 30 years lease on upfront / annual lease basis at V.O.Chidambaranar Port Authority

**4.2.4.** 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”**.

**4.2.5. 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 contract, 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.

**4.2.6. Cleanliness & Maintenance :** The successful tenderer shall be responsible for keeping the allotted plot / land / structures clean to the satisfaction of VOCPA and pollution-under-control as per applicable norm of State / Central Pollution Control Board and other statutory authorities during the entire lease period. If the lessee fails to maintain the lease land / structures in proper condition including painting etc., The same shall be carried out by VOCPA at the risk & cost of the Lessee which is recoverable twice the amount incurred and along with interest % stated in SOR is payable by the lessee.

**4.2.7. 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.

**4.2.8. Permission for construction :** No installation / construction within leased land

and around shall be allowed without prior written permission (including terms, conditions & payment) of VOCPA.

**4.2.9. Indemnifying V.O.C. 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.

**4.2.10. 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, within 14 days from the date of issue of the Pre-Acceptance letter by V.O Chidambaranar Port Authority, remit the Upfront payment for 30 years, nominal lease rentals for one year, Security deposit as mentioned at Annexure – “A”. Upon the receipt of the above payment, V.O Chidambaranar Port Authority will issue a letter of Allotment. In the case of Annual basis the successful bidder shall within 14 days from the date of issue of pre-acceptance letter, remit the annual payment for lease rentals and security deposit. Thereafter the Port will issue Letter of Allotment. The possession of the lands will be effected only after the execution of the lease deeds which will have to be executed within two weeks from the date of issue of letters of allotment failing which the allotment will be liable to be cancelled and total upfront payment and EMD shall be forfeited.

**4.2.11. Lease Period :**

Lease period shall be of 30 years, started from date of allotment order and shall not be renewed.

**4.2.12. Lease Rent:**

Allotment will be done on upfront / Annual Lease payment basis quoted by the

bidder over and above the Reserve price in terms of lease rentals as per **Annexure – “A”** bid through e-auction. **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 on Upfront payment basis. In the case of Annual basis, the lease rent will be escalated every year and the rent will be revised by the Port once in five years.**

**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 rate in e-auction.**

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

**4.2.13. GST :**

Upfront payment for 30 years (Reserve Price plus Premium quoted over and above of the Reserve Price), nominal yearly lease rentals / Annual lease rentals and all other charges shall be liable for GST and other Taxes at applicable rates.

**4.2.14. 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 and only after making full payment of Upfront amount / Annual lease rentals, Security deposit as mentioned at **Annexure – “A”** to the V.O. Chidambaranar Port Authority. These formalities will have to be completed by allottee within a period of 14 days from the date of issuance of pre-acceptance letter.

**4.2.15. 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.

**4.2.16. 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.

**4.2.17. 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, and other statutory

clearance from various Departments as applicable under the various Acts being in force from time to time. All food business operators within Seaport, must obtain a FSSAI license from PHO, Tuticorin at World Trade Avenue. This license is required to be renewed every year and is mandatory for all food business operators

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 and 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.

**4.2.18. 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.

**4.2.19. Inspection of Plot :**

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

**4.2.20. Transfer of Plot :**

The transfer of lease will be allowed, after evaluation by the Land allotment Committee 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 the upfront rental as calculated on pro-rata basis for the balance period and a fee equal to 50% of the pro-rata upfront rental payable upto the time of Transfer.

In respect of a case where the transferor extracts premium on the Transfer of the lease, 50% of such premium is to be paid to the Port Authority.

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.

#### **4.2.21. 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 Chairperson, 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 Chairperson, V.O. Chidambaranar Port Authority under this clause shall not preclude him from taking any action under any other relevant terms and conditions.

**4.2.22. Administration of Terms of Allotment :**

Chairperson, 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 Chairperson, V.O. Chidambaranar Port Authority or any officer entrusted with the duties and exercising for the purpose by powers of Chairperson 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 Chairperson, V.O. Chidambaranar Port Authority / Board of Trustees of V.O. Chidambaranar Port Authority, Ministry of Ports, Shipping and Waterways, Govt. of India, with regard to use and enjoyment of the demised premises shall be deemed to be part of terms and conditions of allotment and shall be binding on the allottee.

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 month's 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.

**4.2.23.** The value of non-judicial stamps to be affixed on agreement shall be of

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Tender for Allotment of Port vacant land near Port guest house 'on as is where is basis ' for the purpose of Hotel for a period of 30 years lease on upfront / annual lease basis at V.O.Chidambaranar Port Authority



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.

- 4.2.24.** 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.

**CHIEF ENGINEER  
V.O. Chidambaranar Port Authority**

**Signature of Tenderer with seal**

## 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 Upfront / Annual Lease payment basis. The minimum basic Reserve Price fixed for the land for Upfront payment basis is **Rs.6,882/-** per Sqm. for 30 Years and for Annual Lease payment basis is **Rs.425.04/-** per Sqm. per Annum. 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.

**5.5.** The Upfront / Annual Lease rent quoted by the 'H1 tenderer' shall be the reserve price for e-auction. Every technically qualified Tenderer has to participate in e-Auction.

- 5.6.** If there is more than one technically qualified tenderer, there will be e- auction on Upfront payment / Annual Lease rent for the respective plot.
- 5.7.** After e-auction, the successful bidder will be the Tenderer who will quote the highest Upfront / Annual Lease Rent.
- 5.8.** In case there is only one technically qualified tenderer, VOCPA will accept Upfront / Annual Lease Rent quoted in the Commercial Bid of the tender.
- 5.9. 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 additional documents / details or V.O Chidambaranar Port Authority may seek clarifications in writing from any tenderer regarding its offer.

**CHIEF ENGINEER  
V.O. Chidambaranar Port Authority**

**(Signature of the Tenderer with seal)**

**CHAPTER –6**

**FORM – 1**

**FORM OF APPLICATION FOR “ALLOTMENT OF PORT VACANT LAND NEAR PORT GUEST HOUSE ‘ON AS IS WHERE IS BASIS’ FOR THE PURPOSE OF HOTEL FOR A PERIOD OF 30 YEARS LEASE ON UPFRONT / ANNUAL LEASE BASIS AT V.O.CHIDAMBARANAR PORT AUTHORITY**

**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 Chairperson, 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  
Civil Engineering Department  
V.O. Chidambaranar Port Authority,  
**Tuticorin – 628 004**

\_\_\_\_\_  
Tender for Allotment of Port vacant land near Port guest house 'on as is where is basis ' for the purpose of Hotel for a period of 30 years lease on upfront / annual lease basis at V.O.Chidambaranar Port Authority

**FORM – 3**

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

**UNDERTAKING FOR “ALLOTMENT OF PORT VACANT LAND NEAR PORT GUEST HOUSE ‘ON AS IS WHERE IS BASIS’ FOR THE PURPOSE OF HOTEL FOR A PERIOD OF 30 YEARS LEASE ON UPFRONT / ANNUAL LEASE BASIS AT V.O.CHIDAMBARANAR PORT AUTHORITY.”**

**PLACE :**

**DATE:**

**From :**

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

To

The Chief Engineer,  
V.O Chidambaranar Port Authority,  
**Tuticorin – 628 004.**

**Sub :** Offer of premium for allotment of Port's land measuring 19,182.12 Sqm. for the purpose of \_\_\_\_\_ at Port land at plot No. E-096-00 for a period of 30 years on Upfront / Annual Lease payment basis at V.O. Chidambaranar Port Authority – Reg.

\* \* \* \* \*

Please refer to your advertisement inviting offers for allotment of land measuring, 19,182.12 Sqm, Plot No. E-096-00 for the purpose of hotel at Port land with for a period of 30 years lease on as is where is basis at V.O. Chidambaranar Port Authority. 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 19,182.12 Sqm. for the purpose of hotel at Port land and other facilities adjacent to Port guest house..

We undertake that we have gone through the press advertisement, 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.

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Tender for Allotment of Port vacant land near Port guest house 'on as is where is basis ' for the purpose of Hotel for a period of 30 years lease on upfront / annual lease basis at V.O.Chidambaranar Port Authority

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**

**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 : \_\_\_\_\_

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Tender for Allotment of Port vacant land near Port guest house 'on as is where is basis ' for the purpose of Hotel for a period of 30 years lease on upfront / annual lease basis at V.O.Chidambaranar Port Authority

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”**

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

Plot No.	Area in Sq. M	Reserve Price in Rs per Sqm for 30 years	Upfront amount for 30 years in Rs.	EMD @ 10 % 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= (4) x10%	6= (5)- 25,00,000	7= (4) x 20 %	8= (4) x 30 %
E-096-00	19,182.12	6,882	13,20,11,350	1,32,01,135	1,07,01,135	2,64,02,270	3,96,03,405

**II - STATEMENT SHOWING ANNUAL LEASE RENT DEPENDING UPON THE REQUIRED AREA**

Plot No.	Area in Sq. M	As per TAMP rate in Rs. per Sqm per Year	Annual Lease per Annum in Rs.
1	2	3	4 = 2 x3
E-096-00	19,182.12	425.04	81,53,168

- Note :** i) The successful bidder has also to remit the Security Deposit equivalent to two years rentals as per LPG which will be calculated on pro-rata basis on quoted upfront amount / Annual Lease rent rate in e-auction  
 ii) Preference will be given to the bidders those who are quoting for lease under upfront mode.

**LAND POLICY GUIDELINES 2014**  
**[ Clauses 11.2 (a to 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 unauthorisedly, 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.

12. **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.

**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)**

**LEASE DEED**  
**(UPFRONT / ANNUAL)**

**Allotment of Port vacant land near Port guest house 'on as is where is basis ' for the purpose of Hotel for a period of 30 years lease on upfront / annual lease basis at V.O.Chidambaranar Port Authority**

This INDENTURE made on this \_\_\_\_\_ Day of \_\_\_\_\_ Two Thousand Twenty Three (\_\_\_\_.\_\_\_\_.2024) between

The Board, 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. \_\_\_\_\_ (Company registered under the laws of India) having its place of business at \_\_\_\_\_ address \_\_\_\_\_, represented by Mr.\_\_\_\_Name and destination \_\_\_\_\_ (Corporate Affairs) (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 constituted under Section 2(b) of 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 adjudicatory Board for Major Ports constituted under section 54 (1) of Major Port Authority Act 2021 or any authority constituted for the purpose notified by the Central Government.
3. " Chairperson " means the Chairperson 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 ' Chairperson, 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 Chairperson.

4. " Authorised person" means the Chief Engineer and Estate officer nominated by the Board / Central Government (Authorised person referred hereinafter shall be construed by the same given meaning.)
5. "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.
6. "Notification" means a notification published in the Official Gazette and the expression "notify" shall be construed accordingly;
7. "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;
8. "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.
11. "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;

### **C. Upfront Premium:**

**NOW THIS INDENTURE WITNESSETH THAT** in consideration of the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) 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 Rs. \_\_\_\_\_/- (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.

**OR**

### **Annual Lease:**

**NOW THIS INDENTURE WITNESS THAT** M/s. \_\_\_\_\_ company name and place \_\_\_\_\_ agreed to pay lease rent at Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) per sq.m per annum with applicable Annual escalation for 30 years. The lease period commencing from \_\_\_\_\_. The lease rent shall be payable before the beginning of every financial

year and shall be calculated on monthly pro-rata basis for the period of commencement and completion of the lease. **The lease rentals and the escalation are subject to revision as per the provisions of Land Policy Guidelines issued by the Government of India or any Competent Authority from time to time** and the rate of escalation will be at the notified rate by the Lessor / Competent authority, which is compoundable (subject to revision made by Competent Authority from time to time) **and Rs.** \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) paid by the Lessee as interest free Security deposit equivalent to two year annual 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 “\_\_\_\_\_”. As and when the lease rent is revised, the Lessee shall deposit with the Lessor as additional security deposit such further amounts as will make the total security deposit equal to two years’ of then lease rent. If the Lessee defaults in payment of the rent 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 THERE ABOUTS, SITUATED AT \_\_\_\_\_ at Plot No. \_\_\_\_\_, 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.

**Covenants:**

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.

OR

The lease which is agreed payable by annual rentals shall be revised periodically as per the Land policy Guidelines issued from time to time, subject to the condition that the annual lease rent shall not, at any stage be less than the rent charged during the preceding years as the annual lease rent fixed initially is based on the rates quoted by the Lessee during the tender process. The percentage of escalation quoted in the tender will be added in the annual lease rent at each revision period to the rates notified by the Lessor / Competent Authority.

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 Scale of Rates (SoR) and one-time payment @ 15% of estimate cost for laying of pipe line will be collected as per the Land Policy Guidelines (LPG) or as approved by the Board of VOCPA, from time to time as supervision charges.

f. 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.

- n. The Lessee is liable for payment of property tax to Thoothukudi City Municipal Corporation for the structures constructed by lessees subject to as approved or decided by the Chairperson, V.O.Chidambaranar Port Authority.
- o. The lessee must obtain a FSSAI license from PHO, Tuticorin at World Trade Avenue for all food business operators within Seaport. This license is required to be renewed every year and is mandatory for all food business operators.

### **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.

#### **5. 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 \_\_\_\_\_ company name and address \_\_\_\_\_, E-mail: \_\_\_\_\_, 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 \_\_\_\_\_ 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. \_\_\_\_\_.
- b. Pre – acceptance letter of VOCPA No. \_\_\_\_\_.
- c. Payment vide Letter dated \_\_\_\_\_.
- d. Allotment Order of VOCPA No. E(C)-\_\_\_\_\_, 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. Except wherein the statutory authority is the office of the Lessor or associated offices.

- 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 Authority Act, 2021, 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.
- c. All other terms and conditions mentioned in the Tender document shall be regarded as part of the lease deed and amendments made thereafter shall be binding accordingly.

**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 mutually by both the parties. 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, 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 of \_\_\_\_\_ Two Thousand Twenty Three 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,  
V.O.Chidambaranar Port Authority

CHIEF ENGINEER &  
ESTATE OFFICER  
V.O.CHIDAMBARANAR PORT AUTHORITY  
Email : [ce@vocport.gov.in](mailto:ce@vocport.gov.in)

Signed by (the Lessee) \_\_\_\_\_ name and destination \_\_\_\_\_

M/s. \_\_\_ company name \_\_\_\_\_

(Signature)

email id: \_\_\_\_\_

In the presence of

(Witness)

1) Name and Address

\_\_\_\_\_  
\_\_\_\_\_,  
\_\_\_\_\_

(Signature)

2) Name and Address

\_\_\_\_\_  
\_\_\_\_\_,  
\_\_\_\_\_

(Signature)

3) Name and Address

\_\_\_\_\_  
\_\_\_\_\_,  
\_\_\_\_\_

(Signature)

4) Name and Address

\_\_\_\_\_  
\_\_\_\_\_,  
\_\_\_\_\_

(Signature)

## SCHEDULE - I

That plot of land measuring \_\_\_\_\_ Sqm. (\_\_\_\_\_ Acres) at  
“\_\_\_\_\_” (Plot No. \_\_\_\_\_) bearing the following marking in  
red colour in the drawing enclosed, the land situated in Mullakadu Village in Survey  
No. \_\_\_\_\_.

Bounded on the East by \_\_\_\_\_.

Bounded on the west by \_\_\_\_\_

Bounded on the North by \_\_\_\_\_

Bounded on the south by \_\_\_\_\_

**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. .... (Rupees ..... only).

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

Tender for Allotment of Port vacant land near Port guest house 'on as is where is basis ' for the purpose of Hotel for a period of 30 years lease on upfront / annual lease basis at V.O.Chidambaranar Port Authority

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 of .....2023.

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. .... (Rupees .....only) 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. .... (Rupees ..... only)

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 ..... 2023, (date of the Bank Guarantee)

SIGNED SEALED AND DELIVERED

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

**NOTICE INVITING e-TENDER FOR THE WORK**

.....”

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

To

The Chief Engineer,  
V.O.Chidambaranar Port Authority, Tuticorin - 4

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.



**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 **Chairman, 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 vacant land near Port guest house ‘on as is where is basis ’ for the purpose of Hotel for a period of 30 years lease on upfront / annual lease basis at V.O.Chidambaranar Port Authority**” 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** as Earnest Money/Security Deposit, with the PORT through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of \_\_\_\_\_

(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](mailto:trivikramnt@yahoo.co.in)
2. Shri. Hermanprit Singh, IPS, (Redt.),  
12, Bevedre Road,  
Alipore, Kolkata – 700 027.  
Phone No. +91 98301 97103  
e-mail id: [hermanprit@gmail.com](mailto: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**

Name of the Officer.

Designation

V.O.Chidambaranar Port Authority

Tuticorin

**BIDDER**

**CHIEF EXECUTIVE OFFICER**

**Witness**

1. \_\_\_\_\_

2. \_\_\_\_\_

**Witness**

1. \_\_\_\_\_

2. \_\_\_\_\_

