



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

**ALLOTMENT OF PORT LAND INCLUDING WATER AREA AT THE SOUTH OF  
SOUTH BREAKWATER FOR SETTING UP OF CEMENT BULK TERMINAL FOR A  
PERIOD OF 30 YEARS LEASE ON UPFRONT PAYMENT BASIS AT  
V.O.CHIDAMBARANAR PORT TRUST.**

**TECHNICAL BID**

**CHIEF ENGINEER,  
CIVIL ENGINEERING DEPARTEMENT,  
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**4<sup>th</sup> December, 2021**

**e-TENDER CUM e-AUCTION DOCUMENTS**

**ALLOTMENT OF PORT LAND INCLUDING WATER AREA AT THE SOUTH OF SOUTH  
BREAKWATER FOR SETTING UP OF CEMENT BULK TERMINAL FOR A PERIOD OF 30 YEARS  
LEASE ON UPFRONT PAYMENT BASIS AT V.O.CHIDAMBARANAR PORT TRUST.**

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Allotment of Port Land including water area at the south of south breakwater for setting up of Cement Bulk Terminal for a period of 30 years lease on upfront payment basis at V.O.Chidambaranar Port Trust.

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

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

**E office File No: E 761**

**Date: 01.12.2021**

**NOTICE INVITING e-TENDER CUM e-AUCTION for "Allotment of Port Land including water area at the south of south breakwater for setting up of Cement Bulk Terminal for a period of 30 years lease on upfront payment basis at V.O.Chidambaranar Port Trust"**  
**(through e-Tendering mode)**

a) Name of Work	"Allotment of Port Land including water area at the south of south breakwater for setting up of Cement Bulk Terminal for a period of 30 years lease on upfront payment basis at V.O.Chidambaranar Port Trust"
b) Period of Lease	30 years
c) Earnest Money Deposit	EMD will be 10% of the Reserve Price per SQM for 30 years as mentioned in Annexure – "A" of Tender document to be paid only online through payment gateway in CPP Portal mode. Otherwise his/her/their tender will be rejected.
d) Downloading of Tender document from website	From <b>04-12-2021 to 30-12-2021</b>
e) Pre Bid meeting	<b>10-12-2021 at 15.30 Hrs</b> through online (Link will be sent through mail for the requested bidders)
f) Last date & Time of submission of tender online	<b>30-12-2021 at 15:00 Hrs.</b>
g) Opening of Technical Bid online Date & Time	<b>30 -12-2021 at 15:30 Hrs.</b>
h) 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) <https://etenders.gov.in/eprocure/app>



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

Allotment of Port Land including water area at the south of south breakwater for setting up of Cement Bulk Terminal for a period of 30 years lease on upfront payment basis at V.O.Chidambaranar Port Trust.

**CHAPTER – 1**  
**V.O. CHIDAMBARANAR PORT TRUST**

**INSTRUCTION TO TENDERERS**

- 1.1. **Invitation of Offer** : Offers/ bids in the prescribed forms are hereby invited from the **Cement manufactures/ Bulk Terminal operators** for setting up of Cement Bulk Terminal for a period of 30 years lease on upfront payment basis.

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

**Stage – I : e-tender**

**Stage – II: e-auction**

The e-tender stage shall have two parts:

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

- 1.2. The bidders shall furnish their past experience in the relevant field for which purpose their required land. The Tenderer should furnish the details of experience in the **Cement manufacturing/ Bulk Terminal operation** field during last seven years ending Oct, 2021., only can participate in the e-tender. Interested parties may submit their Tender online in the prescribed format upto 15:00 hrs on 30.12.2021 stipulated in clause No.1.3 below.

- 1.2.1 Pre-bid meeting shall be held on 10.12.2021 at 11:00 hrs through video conference. In this connection, prospective bidders may send advance queries to Email id: [ce@vocport.gov.in](mailto:ce@vocport.gov.in) latest by 8.12.2021. VOCPT will be at liberty to amend the tender document and issue addendum, if needed, pursuant to such pre bid meeting or otherwise. The same, if issued, shall be part and parcel of the tender document and shall be uploaded in the CPP Portal.

- 1.3. **DATE & TIME.** The exact date and time for e-auction will be intimated later to the pre qualified Tenderers by e-mail.

- 1.4. The tender shall be on Upfront payment basis. The minimum basic Reserve price fixed for Upfront payment basis is Rs.7,086/- per Square Meters for 30 years. 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.

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

- 1.6. Every Bidder has to participate in the e-Tender cum e-Auction process.

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Commercial Bid of the pre qualified Bidder will be opened on intimation to the qualified Bidders and the pre qualified Bidders will be allowed to participate in e-auction through <https://etenders.gov.in/eprocure/app>.

- 1.7. The H1 price quoted in the commercial bid (Part –II) for upfront lease for 30 years amount will become the Reserve price for e-auction.
- 1.8. **Cost of Tender document :**  
Cost of Tender document is Nil
- 1.9. The tender document can also be downloaded from Port website [www.vocport.gov.in](http://www.vocport.gov.in) or **<https://etenders.gov.in/eprocure/app>**.
- 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 Trust 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 as per the Information Technology Act, 2000 by using which they can sign their electronic tenders. 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 VOCPT 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 <https://etenders.gov.in/eprocure/app> portal, 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 EMD amount of Rs.25 Lakhs to be paid only online through payment gateway in CPP Portal mode as per Annexure – “A” and balance amount as per Annexure – “A” to be submitted through Bank Guarantee

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(as per ANNEXURE – F) [The scanned copy of Bank Guarantee to be uploaded along with the Technical bid and The original Bank Guarantee to be submitted within 10 days from the last date of submission of tender to the address as mentioned at clause 1.25 of this document] ., link which is available in the e-tender website for paying EMD, <https://etenders.gov.in/eprocure/app> portal, **E.M.D will not carry any interest.** (Model calculation sheet enclosed as Annexure - A).

**Procedure for submitting Bank Guarantee**

1. For verifying genuineness of Bank Guarantees from the issuing bank through SFMS for inland BGs and Swift Mode for outside India Bank Guarantees issued, the confirmation will get from Port Service Bank about veracity of the Bank Guarantee. The procedure for the same is elaborated as under:-
  - a. BG applicant (vendors/users/BG providers, etc.,) to furnish the Port's full Bank details, Bank Account Number, IFSC code with Address, Branch Code to the issuer of Bank Guarantee Via SFMS, while the bidders seek BG from any Bank.
  - b. In turn the Issuer Bank will transmit the Bank Guarantee via SFMS to the beneficiary Bank of the Port Digitally.
  - c. After successful creation of Bank Guarantee, the concerned Departments in turn shall take up the matter with beneficiary bank for further authenticity of BG mandatory, enabling port to get confirm the BG through Digital Mode by the beneficiary bank (that is port bank account).
  - d. Any BG received by the Port/submitted by the bidder without complying to the above such BG will be considered as not valid and shall not be considered for bid evaluation.
  - e. In turn Beneficiary Bank, (service bank) will confirm the veracity of the same to the port.
  - f. "Bank Guarantee, obtained from the Nationalized/Scheduled bank in the format prescribed by the Port, Shall be in compliance with for a digital confirmation for the Bank Guarantee".
  - g. The details of VOCPT Port account is as follows:

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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 Trust

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 <https://etenders.gov.in/eprocure/app> portal while submitting tender online, without payment of EMD the tenders will not be considered for evaluation, tenderers may ensure the same. While uploading tender the details of payment made also to be uploaded.

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

- 1.16. The e-Tender / offer without EMD as above or deposited in any other form shall not be accepted.
- 1.17. **Inspection of site:** The Land including water area 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 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 Trust.
- 1.18. **Deemed Inspection:** Irrespective of participation in the site-inspection, the tenderers shall be deemed to have inspected the respective Land including water area 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 subjudice 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.

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- 1.23 Besides, any other addendum, if issued, shall also be uploaded on the VOCPT website [www.vocport.gov.in](http://www.vocport.gov.in) or <https://etenders.gov.in/eprocure/app> portal 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 Trust.
- 1.25 Contacting Officer: Further details / clarification, if any, will be available from the office of “The Chief Engineer, Civil Engineering Department, V.O. Chidambaranar Port Trust, Administrative Building, Tuticorin – 628 004”.
- 1.26 Duly completed e-tender document along with the EMD and other requisite documents should be uploaded in the <https://etenders.gov.in/eprocure/app> portal not later than the prescribed date and time as per NIT.
- 1.27 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.
- 1.28 The Port will not be responsible for the delay in online submission.
- 1.29 Opening of Technical Bid: Technical Bid (Part - I) of the Tenders will be opened online on 30.12.2021 @ 15:30 Hours in the Office of Chief Engineer, Civil Engineering Department, V.O.Chidambaranar Port Trust, Administrative office Building, Tuticorin-628 004 in presence of the participating tenderers or their Authorized Representatives.
- 1.30 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.
- 1.31 Date of opening of Commercial bid and e-auction will be intimated to the Tenderers who are pre 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.
- 1.32 Interruption of activities: In the event of any unforeseen circumstances such as

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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 Trust.

- 1.33 Right of acceptance or rejection: V.O. Chidambaranar Port Trust reserves the right to accept or reject any or all tenders without assigning any reason thereof.
- 1.34 Amendment of Tender Document: At any time prior to the due date for submission of tender, V.O. Chidambaranar Port Trust 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 Trust [www.vocport.gov.in](http://www.vocport.gov.in) (or) <https://etenders.gov.in/eprocure/app> portal. In order to afford prospective tenderer(s) reasonable time to take Addendum into account, or for any other reason, V.O. Chidambaranar Port Trust, 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) <https://etenders.gov.in/eprocure/app> portal.
- 1.35 Conditional offers shall not be accepted.
- 1.36 Tenderers are bound by the V.O. Chidambaranar Port Trust rules and regulation being issued from time to time.
- 1.37 The Reserve price for the respective Land including water area in terms of upfront 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 Land including water area that it wants to bid for. Any bid quoting rates below the reserve price shall be rejected outright.
- 1.38 **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 Trust will not be responsible in any manner for such costs, regardless of the conduct or outcome of the tender process.
- 1.39 Land including water area offered for allotment in **Annexure – “F” (commercial bid)** along with eligible criteria is mentioned in **chapter 2** of the tender document.
- 1.40 **Confidentiality :** Information required by V.O. Chidambaranar Port Trust from the **tenderer(s)** for the purpose of examination, evaluation etc., will be kept in confidence by V.O. Chidambaranar Port Trust and Port Trust will not divulge any such information unless it is ordered to do so by any Authority that has power

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under the law to require its release and those that are available / subsequently become available in the Public domain.

- 1.41 **Agreement :** The Successful bidder after award of the tender shall enter into an Agreement with VOCPT, enumerating different terms and conditions of allotment where applicable, before taking over the Land including water area from VOCPT.
- 1.42 An Undertaking that they have not been banned / de-listed by any reputed organization in the past shall be provided.
- 1.43 The tender document shall form part of the Lease Agreement.

-Sd/-  
CHIEF ENGINEER &  
ESTATE OFFICER  
V.O. Chidambaranar Port Trust

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Allotment of Port Land including water area at the south of south breakwater for setting up of Cement Bulk Terminal for a period of 30 years lease on upfront payment basis at V.O.Chidambaranar Port Trust.

## **CHAPTER – 2**

### **2. ELIGIBILITY CRITERIA:**

- 2.1.** Any individual / proprietorship firm /Partnership Firm / Company registered under the Companies Act, 2013 (erstwhile Companies Act 1956) / Society / Autonomous Body or consortium thereof shall be eligible to participate in the tender.
- 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” issued by any Nationalized / Scheduled Bank.
- 2.3. Experience:** The bidder shall indicate in the Form-3 the details of cement bulk Terminal to be setup in the proposed Land including water area. The bidders shall furnish their past experience in the relevant field. The Tenderer should furnish the details of experience in the respective field during last seven years ending October, 2021. 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.) 2017-18, 2018-19 & 2019-20 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.

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**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 TRUST (VOCPT) from the Cement manufactures/ Bulk Terminal operators for allotment of Land including water area for setting up of Cement Bulk Terminal for a period of 30 years lease on upfront payment basis 'on as is where is basis' at V.O.Chidambaranar Port Trust.". 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://etenders.gov.in/eprocure/app> & <https://www.vocport.gov.in>. Interested tenderers are required to register in the <https://etenders.gov.in/> portal

3.1.4 **Tender Form:** The tender documents can be downloaded from VOCPT Website [www.vocport.gov.in](http://www.vocport.gov.in) and through "E-tendering portal: <https://etenders.gov.in/eprocure/app> " and while uploading tender documents ,

3.1.5 **EARNEST MONEY DEPOSIT:** While uploading tender documents, EMD of Rs.25 Lakhs to be paid only online through payment gateway in CPP Portal mode as per Annexure – "A" and balance amount as per Annexure – "A" to be submitted through Bank Guarantee (as per ANNEXURE – F) [The scanned copy of Bank Guarantee to be uploaded along with the Technical bid and The original Bank Guarantee to be submitted within 10 days from the last date of submission of tender to the address as mentioned at clause 1.25 of this document].

**3.1.6 IMPORTANT INSTRUCTIONS AND GUIDELINES TO TENDERERS FOR**

Allotment of Port Land including water area at the south of south breakwater for setting up of Cement Bulk Terminal for a period of 30 years lease on upfront payment basis at V.O.Chidambaranar Port Trust.

**e-TENDRING :**

- i. The complete set of tender documents including forms, conditions of contract, etc. Can be downloaded by contractors registered through e-tendering website <https://etenders.gov.in/eprocure/app> from 04.12.2021 to 30.12.2021 (up to 15:00 Hrs.). The instructions for submitting e-tender is given in the e-tendering website <https://etenders.gov.in/eprocure/app>
- ii. In addition to the required documents for tender, scanned Copy of Income tax permanent account number card for assessing the income tax has to be uploaded.
- iii. The tenderer has to furnish the copy of Income Tax Permanent Account Number card for assessing the income tax attested by Notary Public.
- iv. The Employer may at his discretion extend the date of submission and opening of tenders. Tenderer will be responsible for all those facts and failure of Net Connectivity; Current Connectivity and they should be at their own risk VOCPT and e-tendering website will not take any liabilities and claims for failure of Network and problem arise submission of the tender forms online.
- v. The Tenderer shall bear all the costs of visiting the site, collecting the information and for preparing and submitting the Tender.
- vi. The Tenderer and or his workers and agents will be granted permission to visit the site for the purpose of inspection. The Tenderer will be fully responsible for any activity related with this purpose. The Tenderer will be liable to indemnify the Employer against any loss or damage to the property of the Employer or neighbouring property which may be caused due to any act of the Tenderer or his workers and agents.
- vii. All documents and correspondence in respect of or in connection with the Tender and the work to be executed hereunder shall be in English Language only.
- viii. Tenderer shall bear all costs for preparation and submission of his Tender. Employer will not be responsible for or pay for any expenses or losses which might be incurred or suffered by any Tenderer in connection with submission of Tender.
- ix. The completed Tender shall be submitted through online as per general guideline

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instruction given.

### **3.2 CONTENTS OF THE BID**

Tenders are accepted through online / e-tendering only from 04.12.2021 to 30.12.2021 upto 15:00 Hrs at <https://etenders.gov.in/eprocure/app> portal

#### **3.2.1 Contents of e- tender :**

Scan copy of the following documents shall have to be submitted along with the e-tender. VOCPT 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. **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 31.03.2020. 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.) 2017-18, 2018-19 and 2019-20 shall be at least 30% of the total Reserve Price as per Annexure – “A”.
- iv. 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.
- v. The Tenderer should furnish the details of experience during last seven years in the respective field. Supporting Documents for the experience claimed should be attached (experience may be verified).
- vi. Attested true copy of Partnership deed in case the application is submitted by partnership firm, attested true copy of Memorandum of Association and Article of Association / Bye laws in case of the application is submitted by a company /Society / Trust / Autonomous body along with certificate of incorporation.
- vii. 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.

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- viii. The Tenderer shall produce a letter of authorization in form of power of attorney on requisite bond in case of partnership firm, Society / Trust / Autonomous body / Consortium or resolution of the board of directors in case of company with the tender documents.
  - ix. Self-attested copy of PAN card, and GST Certificate
  - x. Details of pending dues / litigations of bidder with V.O. Chidambaranar Port Trust.
  - xi. An Undertaking from the Tenderer that no changes have been made in the document.
  - xii. 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.
  - xiii. The Authorized signatory shall sign the tender documents and other confirmation, undertaking etc., to be attached with the tender.
  - xiv. Tender Acceptance letter as per Annexure- D of tender document to be given on Company Letter Head.
- Note: The bidder/ tenderer firm shall submit all the above documents 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 – “F” for Price Schedule for the Land including water area.
- 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 15.00 hrs. on 30.12.2021. 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 Trust 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

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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.

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## **CHAPTER – 4**

### **TERMS & CONDITIONS**

#### **4.1. General Conditions :**

##### **4.1.1 Land including water area to be inspected by Tenderer before bidding :**

The Land including water area as mentioned in Annexure – “E” are on ‘as is where is basis’ situated in V.O Chidambaranar Port Trust as shown in the Drawings attached hereto.

The Tenderers may inspect the Land including water area at their own cost and it shall be deemed that they have fully acquainted themselves with all the aspects of the site conditions etc., No claim whatsoever shall be entertained by VOCPT in future for improving condition of Land including water area or for any reasons whatsoever. V.O. Chidambaranar Port Trust shall not entertain any request / claim from any Tenderer for levelling, redressing, activation, addition, alteration of the land including water area 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. 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 will be adjusted towards the Security deposit and the balance amount will be collected from the successful Tenderer towards Upfront amount Payment, as mentioned at Annexure – “A”. The same shall be submitted in advance to VOCPT by the bidder while taking over the possession of the Land including water area and 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, VOCPT shall forfeit the EMD and the Tenderer shall lose the right to use the Land including water area. **E.M.D. will not carry any interest.**

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#### **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 as well as the new Land policy guidelines from Govt. of India if any from time to time, shall prevail in case of any dispute as to interpretation of any terms of this tender.

Scope of work:

- I. VOCPT shall allot area of size about 575 mtr length and width of 90 mtr, (Drawing enclosed as **Annexure E**) (Reclaimed land by 250 mtr x 90 mtr at south of south break-water and water area 325 mtr x 90 mtr), abutting to reclaimed land, for setting up of Cement Bulk Terminal for a period of 30 years on Long-Term lease basis.
- II. The Cement cargo vessel shall be berthed at Coastal berth and cargo can be transported to the proposed location by way of pumping through pipeline. The pipeline can be laid below the existing South breakwater road by constructing RCC duct without hindrance to the existing traffic movement. The silos and other required Infrastructures can be constructed/ developed by the tenderer as per requirement at the allotted area.
- III. The wharfage of and any other charges towards Cargo handling shall be as per Port's prevailing Scale of Rates (SoR).
- IV. The Licence fee/ way leave charges for laying of pipeline duct shall be as per Land policy guidelines or any other guidelines applicable time to time. The layout and design drawings to be submitted and get it approved from VOCPT before commencement of such activity.

##### **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 at e-auction stage. Security Deposit shall be released only after lease period and 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 Land including water area will be made to the techno-commercially qualified, highest Bidder of Land including water area and will be subject to the approval of V.O. Chidambaranar Port Trust 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 MoPSW, Government

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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 Trust, remit the Upfront amount payment , Security deposit for the land/ water area mentioned at **Annexure – “A”**. Thereafter, the V.O. Chidambaranar Port Trust will issue a letter of Allotment. The possession of the Land including water area 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 Security Deposit amount payment and EMD shall be forfeited.

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

The Reserve Price of **Rs.7,086/- Per Sqm** for 30 Years is for Upfront premium basis detailed 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.

**4.2.4.** The Land including water area 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 Trust 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 Land including water area clean to the satisfaction of VOCPT and pollution-under-control as per applicable norm of State / Central Pollution Control Board and other statutory authorities during the entire lease period.

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If the lessee fails to maintain the lease land / structures in proper condition including painting etc., The same shall be carried out by VOCPT 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 VOCPT 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. Either VOCPT and / or the successful Tenderer at any stage i.e, before, during or after initial of arbitration or litigation proceedings, can be accessed for a conciliation as a primary mechanism for resolution of disputes before the Conciliation and Settlement Committee (CSC) comprising of Independent Experts approved by the Ministry of Ports, Shipping and Waterways (MoPSW). In case of conciliation proceedings being unsuccessful, the parties may withdraw for conciliation process and proceed further.
- c. 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.
- d. Besides what has been stated above, in case any dispute remains unresolved, the same shall be under the jurisdiction of appropriate court 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 VOCPT. If the lessee proposes to reclaim the water area/ Strengthen the existing reclaimed area allotted to the lessee, the construction drawings shall be proof checked by VOCPT approved institution/ Organization at the cost of the lessee and the same shall be submitted to VOCPT before starting of construction Activity.

**4.2.9. Indemnifying V.O.C. Port Trust :**

The lessee shall, at his own expenses, pay compensation for any injury, loss or reinstate and make good to the satisfaction of VOCPT for loss or damage accrued to any property or rights of VOCPT whatever, including VOCPT'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 VOCPT against all claims enforceable against VOCPT (or agents / servants / employees of VOCPT) or which would be so enforceable against VOCPT as applicable, in respect of any such injury

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(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 including water area for various purposes is as mentioned in Annexure – “F” 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 Trust 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 Trust, remit the Upfront payment for 30 years, Security deposit as mentioned at Annexure – “A”. Upon the receipt of the Upfront payment, Security Deposit V.O Chidambaranar Port Trust will issue a letter of Allotment. The possession of the Land including water area 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 Security Deposit 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 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.**

**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 rate in e-auction.**

#### **4.2.13. GST :**

Upfront payment for 30 years (Reserve Price plus Premium quoted over and above of the Reserve Price), 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 Land including water area to the allottee and

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only after making full payment of Upfront amount, Lease rentals, Security deposit as mentioned at **Annexure – “A”** to the V.O. Chidambaranar Port Trust. These formalities will have to be completed by allottee within a period of 14 days from the date of issuance of letters of allotment.

**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 Trust. 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 including water area:**

If the leased Land including water area 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 Trust will only issue letters of allotment in the name of allottee and the allottee will have to obtain all approvals from different Authorities like clearance from Tamil Nadu Pollution Control Board, Coastal Regulatory Zone (CRZ), Environment & Forest Department, Chief Controller of Explosives, Nagpur and other statutory clearance from various Departments as applicable under the various Acts being in force from time to time. V.O. Chidambaranar Port Trust shall not be responsible for any loss / damages etc., occurring, if permission or approval of the above Authorities or any other authority including MoPSW, Government of India are not granted / belatedly granted. VOCPT 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 Land including water area:**

The lessee shall strictly use the Land including water area for the purpose for which the allotment is made (as per Annexure – “F”). 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 Trust or to

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the National Security.

**4.2.19. Inspection of Land including water area :**

The allottee shall at all reasonable time, allow access for inspection to the demised Land including water area to the Chairman, V.O. Chidambaranar Port Trust or his duly Authorized officer or agent as aforesaid.

**4.2.20. Transfer of Land including water area :**

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 Trust.

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 Trust shall refund proportionate lease rental in case of allotment on upfront payment basis at its discretion.

**4.2.21. Expiry of Lease :**

On expiry of lease term, the Lessee shall hand over the vacant and peaceful possession of the Land including water area quietly on the day of expiry of term of lease and in case of sooner determination of lease / cancellation of allotment of Land including water area , the Lessee shall hand over vacant and peaceful possession of the Land including water area 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 Land including water area within the stipulated time, it shall be lawful for the Chairman, V.O. Chidambaranar Port Trust or Authorized person on his behalf to enter upon the demised premises and take over possession, at the

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risk and cost of the allottee of the said plot and remove material lying on the Land including water area and demolish building/structures erected on the said Land including water area, fill up any excavation etc., All such money and expenses, as may be paid out and incurred by V.O. Chidambaranar Port Trust, while acting for taking over of vacant peaceful possession of the said Land including water area 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 including water area allotted on upfront basis, the equivalent annual lease rent would be calculated on Pro-rata basis. If the lessee has not vacated the Land including water area on expiry of Lease, the period of lease after the same shall be determined and as decided by VOCPT.

It is hereby, expressly declared that exercise of power by the Chairman, V.O. Chidambaranar Port Trust 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 :**

Chairman, V.O. Chidambaranar Port Trust 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 Trust and the Chairman, V.O. Chidambaranar Port Trust or any officer entrusted with the duties and exercising for the purpose by powers of Chairman shall issue all letters, notices, approvals and other communications in connection with the Land including water area allotted including the notice of cancellation of allotment and/or determination of lease, notice of taking over the possession of the Land including water area after cancellation of allotment and to take any suitable action under the said terms.

All notices bills and letters of the Port Trust posted by Regd. A.D. to the last known address of allottee / lessee and / or the Land including water area address or E mail address furnished in the Tender Document or are affixed on some conspicuous part of the demised premises or any structure thereon be

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deemed to have been duly served on the allottee.

All Rules and Regulations made by Chairman, V.O. Chidambaranar Port Trust / Board of Trustees of V.O. Chidambaranar Port Trust, MoPSW, 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 Trust 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 Trust'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 Trust 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 Trust 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 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.

**4.2.25. Minimum Guaranteed Cargo (MGC)**

- I. The selected bidder is required to guarantee to handle Cement cargo through Coastal Cargo Berth, a minimum volume of 4.2 Lakhs Tonnes per annum during 3rd year of date of issue of allotment order and 4<sup>th</sup> year (In

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case the tenderer commence operation before 3<sup>rd</sup> year from date of issue of allotment order, the MGC shall be applicable from the date of operation).

The selected bidder is required to guarantee to handle Cement cargo through Coastal Cargo Berth, a minimum volume of 8.4 Lakh Tonnes per annum from 5th year onwards from the date of issue of allotment order till the end of concession period.

- II. The Minimum Guaranteed Cargo shall be computed from 1st April of every year to 31st March of subsequent year. If the operation period is less than 12 months, the Minimum Guaranteed Cargo will be arrived on proportionate basis.
- III. Provided if actual annual cargo handled is lesser than Minimum Guaranteed Cargo as stated above, the Minimum Guaranteed Cargo shall be considered for calculation of wharfage charges as per Port's prevailing Scale of Rates (SoR). The tenderer has to pay the wharfage charges pertaining to cement as per Port's prevailing Scale of Rates (SoR) for the shortfall tonnage in the MGC mentioned above of the last month of the Financial Year.

**IV. For clarification:**

The Wharfage shall be computed as below.

$$\Sigma \text{ MGC ccy} \times \text{WS}$$

$\Sigma \text{ MGC ccy}$  : Minimum Guaranteed Cargo through put for Operating Year y.

**WS** : Wharfage charges as per Port's prevailing Scale of Rates (SoR)  
(or)

$$\Sigma \text{ CA y} \times \text{WS}$$

$\Sigma \text{ CA y}$  : Cargo Actually handled for the Operating Year y

**WS** : Wharfage charges as per Port's prevailing Scale of Rates (SoR)

**Note:**

- a.  $\Sigma \text{ MGC ccy} \times \text{WS}$  (or)  $\Sigma \text{ CA y} \times \text{WS}$  whichever is higher shall be paid as Wharfage Charges.
- b. In case, the lessee increases the Terminal capacity (Storage/ bagging) beyond 12 Lakh Tonnes per annum at any point of time, the Minimum Guarantee Cargo (MGC) shall be revised proportionately by taking 70% of the Terminal capacity (Storage/ bagging).

**4.2.26.** The lessee is required to take over the existing building located within the proposed allotment of land including water area boundary. The cost towards the building shall be paid to VOCPT before signing of agreement.

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**4.2.27.** The lessee shall be permitted to use the water area only for carrying out repairs and maintenance of the assets build/ created by them.

**4.2.28. Electricity**

- a) The Contractor is to make his own arrangements at his cost to install tested meters at the respective points of supply at the harbour area and to draw only U.G. cable, put up fittings required and take electrical energy for lighting and power required for use.
- b) The entire electrical installation shall conform to Indian Electricity Rules and as per general layout approved by the Chief Mechanical Engineer. But the Contractor shall be responsible for the details.
- c) No claim will be entertained by the Port for stoppage or failure of electric supply. In case of failure of electricity, the Contractor shall make arrangement for generator at his cost for uninterrupted power supply.
- d) Current consumption charges consumed by the Contractor including meter rent if any will be recovered as usual rates. The rate for current consumption will be paid by the contractor at the applicable service charges which is subject to revision from time to time. Further, the contractor has to lay cable and take current from the nearest point as directed by the department in-charge.

**4.2.29. Water Supply**

- a. Water supply will be made available from the nearby available Port water supply line. The Contractor(s) shall make his / their own arrangements to draw water required for the work including cost of all materials and conveyance to the site of work and nothing extra will be paid for the same. The cost will be recovered from the Contractor at Rs 70.00 (Rupees Seventy only) per thousand litre of water supplied. The above water charge is subject to revision from time to time. The Contractor should fix the water meter at his cost at places required for him. Water shall be drawn through the meter only. If the Contractor fails to fix the water meter or if the water meter goes out of order water charges shall be recovered at 1% of the value of the work done during the period under consideration.
- b. It should be clearly understood that the Department does not guarantee to maintain uninterrupted supply of water and it will be incumbent on the part of the Contractor(s) to make alternative arrangements for water at his / their own cost, in the event of any temporary breakdown in the Departmental water mains and whenever the Department is unable to supply water due to scarcity, so that progress on his / their work is not held up for want of water. No claim of damage or refund of water charge will be entertained on account of such breakdown,

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non-supply etc. and any delay in completing the work for want of water will not be considered as hindrance to the work.

-Sd/-

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

**Signature of Tenderer with seal**

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## **CHAPTER - 5**

### **EVALUATION OF THE BID**

#### **5.1. Tests of Responsiveness:**

Prior to evaluation of Technical Bid of the tender, V.O. Chidambaranar Port Trust 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 accompanied by requisite EMD, as stipulated.
- iii. Is accompanied by all the forms and formats dully filled in / executed, as the case may be.
- iv. Contains all the information as requested in the tender document.
- v. Does not show inconsistencies between the offer and the supporting documents.
- vi. 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 pre 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 pre qualified.

**5.3.** Commercial Bid of the pre 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 E-Tender portal.

**5.4.** The tender shall be on Upfront payment basis. The minimum basic Reserve Price fixed for the land including water area for Upfront payment basis is Rs. 7,086/- per Sqm. for 30 Years. The bidder has to offer a premium over and above the minimum basic Reserve Price fixed.

**5.5.** The Upfront payment 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 pre qualified tenderer, there will be e- auction on Upfront payment for the respective Land including water area.

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Allotment of Port Land including water area at the south of south breakwater for setting up of Cement Bulk Terminal for a period of 30 years lease on upfront payment basis at V.O.Chidambaranar Port Trust.



- 5.7.** (a) After e-auction, the successful bidder will be the Tenderer who will quote the highest Upfront payment amount.
- (b) In addition to the upfront amount quoted by the bidder GST @ 18% has to be paid on the quoted amount.

**5.8. Clarifications:**

To assist in the process of evaluation of Tender, V.O Chidambaranar Port Trust may, at its sole discretion, ask any tenderer to provide details or V.O Chidambaranar Port Trust may seek clarifications in writing from any tenderer regarding its offer.

-Sd/-

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

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

Allotment of Port Land including water area at the south of south breakwater for setting up of Cement Bulk Terminal for a period of 30 years lease on upfront payment basis at V.O.Chidambaranar Port Trust.

## **CHAPTER –6**

### **FORM – 1**

#### **FORM OF APPLICATION FOR “ALLOTMENT OF PORT LAND INCLUDING WATER AREA AT THE SOUTH OF SOUTH BREAKWATER FOR SETTING UP OF CEMENT BULK TERMINAL FOR A PERIOD OF 30 YEARS LEASE ON UPFRONT PAYMENT BASIS AT V.O.CHIDAMBARANAR PORT TRUST.**

**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 Land & water area. The Chairman, V.O. Chidambaranar Port Trust, at his absolute discretion, may reject any application without assigning any reasons. Mere submission of application will not create any right or claim for allotment of plot in 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

Allotment of Port Land including water area at the south of south breakwater for setting up of Cement Bulk Terminal for a period of 30 years lease on upfront payment basis at V.O.Chidambaranar Port Trust.

**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)**

Allotment of Port Land including water area at the south of south breakwater for setting up of Cement Bulk Terminal for a period of 30 years lease on upfront payment basis at V.O.Chidambaranar Port Trust.

## **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 Land including water area applied for being made to me / us and if I / We fail to take over the possession of the said Land including water area within two weeks from date of issue of such an offer, the Earnest Money remitted hereunder will stand forfeited in favour of V.O Chidambaranar Port Trust.
2. I / We also agree that the Earnest Money remitted hereunder will be held by the Port Trust without interest.
3. I / We further state that the particulars given above are true and correct to my / our knowledge and belief and that no material facts have been concealed or withheld.

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 Trust,  
**Tuticorin – 628 004**

Allotment of Port Land including water area at the south of south breakwater for setting up of Cement Bulk Terminal for a period of 30 years lease on upfront payment basis at V.O.Chidambaranar Port Trust.

**FORM – 3**

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

**UNDERTAKING FOR “ALLOTMENT OF PORT LAND INCLUDING WATER AREA AT THE SOUTH OF SOUTH BREAKWATER FOR SETTING UP OF CEMENT BULK TERMINAL FOR A PERIOD OF 30 YEARS LEASE ON UPFRONT PAYMENT BASIS AT V.O.CHIDAMBARANAR PORT TRUST”**

**PLACE :**

**DATE:**

**From :**

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

To

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

**Sub :** Offer of premium for allotment of Port's land measuring **51,750Sqm (575m x 90m)** for the purpose of **setting up of Cement Bulk Terminal** at Port land including Water area adjacent to **South Breakwater**, for a period of 30 years lease on Upfront Lease payment basis at V.O. Chidambaranar Port Trust – Reg.

\* \* \* \* \*

Please refer to your advertisement inviting offers for allotment of land measuring 51,750Sqm (575m x 90m) for the purpose of **setting up of Cement Bulk Terminal** at Port land including Water area for a period of 30 years lease on as is where is basis at V.O. Chidambaranar Port Trust. Having visited the site and examined the drawing showing the location of the Land including water area and having obtained all other information from all the concerned of V.O Chidambaranar Port Trust, we offer to utilize the plot and maintain the Land including Water area admeasuring area **51,750Sqm (575m x 90m)** for the purpose of **setting up of Cement Bulk Terminal** at Port Land including water area.

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.

Allotment of Port Land including water area at the south of south breakwater for setting up of Cement Bulk Terminal for a period of 30 years lease on upfront payment basis at V.O.Chidambaranar Port Trust.

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 Trust. We agree that unless possession of the land including water area is offered by V.O Chidambaranar Port Trust and receipt of all payments from the Tenderer by the V.O Chidambaranar Port Trust, 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 Trust reserves absolute right to reject all or any application and / or tender at any time without assigning any reason.

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

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Allotment of Port Land including water area at the south of south breakwater for setting up of Cement Bulk Terminal for a period of 30 years lease on upfront payment basis at V.O.Chidambaranar Port Trust.

## 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 : \_\_\_\_\_

Allotment of Port Land including water area at the south of south breakwater for setting up of Cement Bulk Terminal for a period of 30 years lease on upfront payment basis at V.O.Chidambaranar Port Trust.



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

\_\_\_\_\_

Allotment of Port Land including water area at the south of south breakwater for setting up of Cement Bulk Terminal for a period of 30 years lease on upfront payment basis at V.O.Chidambaranar Port Trust.

**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**

				EMD @ 10 % of (4) in Rs			
SL. No.	Area in Sq. M	Reserve Price Rs per <b>Sqm</b> for 30 years	Upfront amount for 30 years	EMD as cash through NEFT/ RTGS	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	5	6= 10 % of (4)- 25,00,000	7= (4) x 20 %	8= (4) x 30 %
(a)	51,750	Rs. 7,086/-	36,67,00,500/-	25,00,000	3,41,70,050/-	7,33,40,100/-	11,00,10,150/-

**The successful bidder has also to remit the Security Deposit equivalent to two years rentals before signing of agreement as per LPG which will be calculated on pro-rata basis on quoted upfront amount rate in e-auction**

Allotment of Port Land including water area at the south of south breakwater for setting up of Cement Bulk Terminal for a period of 30 years lease on upfront payment basis at V.O.Chidambaranar Port Trust.

**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 Trust 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 Concessioneing Authority. 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 Trust 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 unauthorizedly, 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 Trust 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)**

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Allotment of Port Land including water area at the south of south breakwater for setting up of Cement Bulk Terminal for a period of 30 years lease on upfront payment basis at V.O.Chidambaranar Port Trust.

**LEASE DEED**  
**(UPFRONT)**

This INDENTURE made on this ..... day of Two Thousand.....  
(.....20.....) between

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

And

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

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

**Definition and interpretation**

**A. Definitions**

1. "Board" means the Board of Trustees constituted under the Major Port Trust Act, 1963 or under any other Act notified by the Central Government for V.O. Chidambaranar Port Trust;
2. "Competent authority" means the Tariff Authority for Major Ports constituted under section 47A, or Board of Trustees or any organisation or authority constituted for the purpose notified by the Central Government.

Allotment of Port Land including water area at the south of south breakwater for setting up of Cement Bulk Terminal for a period of 30 years lease on upfront payment basis at V.O.Chidambaranar Port Trust.

3. "Chairman" means the Chairman of the Board and persons appointed to act in his place under the Major Port Trust Act, 1963 or under any other Act notified by the Central Government for V.O. Chidambaranar Port Trust.
  - a. The expression 'Chairman, V.O. Chidambaranar Port Trust' wherever used in these covenants shall be deemed to include any other officer or authority specifically or generally, authorised from time to time in this behalf by the Chairman.
4. "Estate officer" means an officer appointed as such by the Central Government under section 3 of the Public Premises Act, 1971;
  - a. The expression 'Estate Officer, V.O.Chidambaranar Port Trust' wherever used in these covenants shall be deemed to include any other officer or authority specifically or generally, authorised from time to time in this behalf by the Estate Officer.
5. "Notification" means a notification published in the Official Gazette and the expression "notify" shall be construed accordingly;
6. "Premises" means the demised plot of land or any building or part of a building and includes the garden, grounds and outhouses, if any, appertaining to such building or part of a building, and any fittings affixed to such building or part of a building for the more beneficial enjoyment thereof;
7. "Unauthorised occupation" means the occupation by the lessee of the demised plot of land without authority for and includes wrongful use / other than the purpose to which it was utilised or the continuance in occupation by the lessee of the demised plot of land after the authority under which the lessee was allowed to occupy the premises has expired or has been determined for any reason whatsoever for such occupation.

## **B. Interpretation**

Unless expressed otherwise to the contrary, in this deed:

1. words importing:

Allotment of Port Land including water area at the south of south breakwater for setting up of Cement Bulk Terminal for a period of 30 years lease on upfront payment basis at V.O.Chidambaranar Port Trust.



- a. the singular include the plural and vice versa; and
  - b. any gender includes the other genders;
2. an obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally;
3. a reference to:
- a. a person or an entity includes a company, sole proprietor, partnership firm, unincorporated association, corporation and a government or statutory body or an authority;
  - b. a person includes its legal personal representatives, successors and assignees;
  - c. legislation, a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
  - d. a right includes a benefit, remedy, discretion, authority or power; and
  - e. an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;

**NOW THIS INDENTURE WITNESSETH THAT** in consideration of the sum of

**C. Upfront Premium:**

Rs...../- (Rupees ..... ) per Sqm per Annum computed on G-sec rate for the lease period amounting to Rs...../- (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

**(or)**

Allotment of Port Land including water area at the south of south breakwater for setting up of Cement Bulk Terminal for a period of 30 years lease on upfront payment basis at V.O.Chidambaranar Port Trust.

**D. Annual Lease:**

YEARLY RENT of Rs...../- (Rupees ..... ) per Sqm Per Annum for commencing from..... 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 rent will be escalated with .....% (.....percent) on the 1st July every lease year 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 years of **upfront** (calculated on pro rata basis) / **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.

**E. ALL THAT PLOT of land containing by measurements..... Sqm. OR THEREABOUTS, SITUATED AT....., 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.

**F.** TO HOLD THE PLOT OF LAND hereby demised upto the Lessee for the period of..... (.....) years from .....20.... till .....20.... 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.

**G.** 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 Trust, Tuticorin – 628 004 or at such place / mode as may be mentioned by the Lessor for this purpose from time to time, for which the clause 3(a) shall apply.

**1.** The Lessee covenants with the Lessor as follows:

**1.** 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.

**2.** 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.

3. 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.
4. 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.
5. Right of way for pipelines will be permitted after examining alignment of pipeline subject to payment of way leave charges as per SOR and one-time payment as per the LPG or as approved by the Board of Trustees of VOCPT, from time to time as supervision charges.
6. 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 Trust 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 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.
- i. 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.
- j. 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.

- k. The Lessee shall not erect hoarding or advertisement board in the leased premises without the prior written permission of the Lessor.
- l. The Lessee shall ensure that no cargoes are stacked outside the demised plot of land, except than the area authorised for the purpose by the Port.

### **3. Event of default**

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

- a. The Lessee shall be liable to pay interest on all overdue payments from the date when the same becomes due at the rate applicable to Port users as per the applicable Scale of Rates for the time being in force and as revised from time to time, subject to a minimum of Rs.100/- (Rupees One Hundred only) and it being made clear that the liability for payment of interest shall not affect the other rights accruing to the Lessor on account of such defaults on the part of the Lessee. The afore said 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.

#### **Expiration / Termination / Surrender of Lease**



Provided always and it is hereby agreed as follows:

5. 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.
6. 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.
7. 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.
8. 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.

## **9. Insurance**

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

## **10. 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.

## **11. Notices**

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

## **12. 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 VOCPT No. ....dated.....
- c. Allotment letter of VOCPT No. .... dated.....
- Land Policy Guidelines – Subsequent changes from time to time..... and clarifications issued by the Ministry of shipping in this regard shall form part

and parcel of this lease deed and binding on both the parties.

### **13. Compliance**

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

#### **14. Governing Law**

- a. The Lease shall be governed by all the provisions or amendments or clarifications of Major Ports Act, 1963, Indian Ports Act, 1908, Public Premises (Eviction of Unauthorised Occupants) Act, 1971, Transfer of Property Act, 1882, Indian Easements Act, 1882, Land Policy Guidelines etc., and any other relevant Laws / Acts issued by the Government and including all directives issued by the Government from time to time, in this regard. It shall be also binding upon the Lessee to comply with all such Acts and directives issued by the Government of India and / or others communicated by the Lessor from time to time.
- b. In case any of the provisions with this agreement is repugnant to the rules of the Land Policy guidelines, the prevailing rules of the Land Policy guidelines shall prevail over the terms and conditions of this agreement.

#### **15. Dispute Resolution**

In the event of any disagreement / dispute between VOCPT 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. Either VOCPT and / or the successful Tenderer at any stage i.e, before, during or after initial of arbitration or litigation proceedings, can be accessed for a conciliation as a primary mechanism for resolution of disputes before the Conciliation and Settlement Committee (CSC) comprising of Independent Experts approved by the Ministry of Ports, Shipping and Waterways (MoPSW). In case of conciliation proceedings being unsuccessful, the parties may withdraw for conciliation process and proceed further.
- c. 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.
- d. Besides what has been stated above, in case any dispute remains unresolved, the same shall be under the jurisdiction of appropriate court in Tuticorin only.

**(OR)**

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

Signed by Shri.....

For and on behalf of the Board of Trustee,  
V.O. Chidambaranar Port Trust

ESTATE OFFICER  
V.O. CHIDAMBARANAR PORT TRUST  
e mail id: [ce@vocport.gov.in](mailto:ce@vocport.gov.in)

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

..... (Signature)

email id:

In the presence of  
(Witness)

1) Name and Address

(Signature)

2) Name and Address

(Signature)

## **SCHEDULE - I**

That Land including water area measuring 51,750Sqm. bearing the following marking in Pink & Blue colour in the drawing enclosed.

Bounded on the East by Sea water

Bounded on the west by Reclaimed area

Bounded on the North by South Breakwater

Bounded on the South by Sea water

Allotment of Port Land including water area at the south of south breakwater for setting up of Cement Bulk Terminal for a period of 30 years lease on upfront payment basis at V.O.Chidambaranar Port Trust.

**NOTICE INVITING e-TENDER FOR THE WORK “Allotment of Port Land including water area at the south of south breakwater for setting up of Cement Bulk Terminal for a period of 30 years lease on upfront payment basis at V.O.Chidambaranar Port Trust”**

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

To

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

Sir,

**Subject: Acceptance of Terms & Conditions of Tender for “Allotment of Port Land including water area at the south of south breakwater for setting up of Cement Bulk Terminal for a period of 30 years lease on upfront payment basis at V.O.Chidambaranar Port Trust” –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 Trust 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 Trust shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract, without prejudice to any other rights or

Allotment of Port Land including water area at the south of south breakwater for setting up of Cement Bulk Terminal for a period of 30 years lease on upfront payment basis at V.O.Chidambaranar Port Trust.

remedy including the forfeiture of the full earnest money deposit absolutely.

7.1 / We hereby unconditionally accept to take over the existing building located within the proposed allotment of land including water area boundary and to pay the cost towards the building before signing of agreement.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

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



## Annexure-E



Allotment of Port Land including water area at the south of south breakwater for setting up of Cement Bulk Terminal for a period of 30 years lease on upfront payment basis at V.O.Chidambaranar Port Trust.

**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 of the Bank) \_\_\_\_\_ (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 the Board of Trustees of V.O.CHIDAMBARANAR PORT TRUST  
 constituted under the Major Port Authorities Act, 2021 (hereinafter called "the  
 Board" which expression shall unless excluded by or repugnant to the context or  
 meaning thereof be deemed to include its successors and assigns) had invited  
 tenders for (Name of work) **"Allotment of Port Land including water area at the  
 south of south breakwater for setting up of Cement Bulk Terminal for a period  
 of 30 years lease on upfront payment basis at V.O.Chidambaranar Port Trust"**  
 (hereinafter called the "Tender") as per conditions of the contract, scope of work,  
 bill of quantities and specifications covered under the 'Tender'.

AND WHEREAS (Name of the 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  
 [EMD amount] Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
 \_\_\_\_\_ only).

AND WHEREAS (Name of Tenderer) \_\_\_\_\_

have requested the Bank to furnish a Guarantee to the Board for the sum of [EMD amount] 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 HERE BY GUARANTEE TO AND COVENANT WITH AND irrevocably agree to pay to the Board upon demand in writing referring to the terms and conditions of the contract and without questioning the right of the Board to make such demand or the propriety or legality of such demand, such sum or sums not exceeding in the whole a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as may be payable to the Board by the Tenderer by reason of

- i) withdrawal of his tender within the validity period  
or
- ii) the Tenderer makes any modifications in the terms and conditions of his tender before the expiry of 180 days from the last date of the submission of the 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 but the Tenderer fails to enter into a contract ;  
or
- iv) in the event of the tender being accepted by the Board and the Tenderer fails to furnish the performance guarantee as per terms of contract in respect of which the decision of the Board shall be final and legally binding.

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 ..... 2021.

AND

if the contract is not awarded by the Board before the expiry of the validity period or for a further period (not exceeding 60 days) 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. 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 the period of this Bank Guarantee or its renewals thereof 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 or renewals thereof has not expired ;

or

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

AND THE BANK further declares that notwithstanding anything to the contrary contained hereinabove, 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 thereunder.

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 @ 12% p.a. for the delayed payment.

Notwithstanding anything contain herein :

- i) our liability under this Bank Guarantee shall not exceed (EMD amount) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)
- ii) This Bank Guarantee shall be valid upto (till the validity of the tender) \_\_\_\_\_ ; and
- iii) 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 hereinto set his / their hands and seals on the \_\_\_\_\_ day of \_\_\_\_\_ 2016  
(Date of the Bank Guarantee)

SIGNED AND SEALED AND DELIVERED

by the within named \_\_\_\_\_  
through its duly constituted Attorney  
Mr. \_\_\_\_\_

& \_\_\_\_\_

in the presence of

\_\_\_\_\_

\* \* \* \*