



VISAKHAPATNAM PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT
e-procurement Notice Inviting Tender (NIT)

1. Organisation : Visakhapatnam Port Authority
2. Department : Chief Engineer-VPA, Civil Engineering
3. NIT Number : IENG/Estate/Z6-Plot near toll plaza/T/2025 Dt 19-03-2025
4. Name of work : Allotment of Land on long term lease on annual lease rental basis of 30 years on 'as is where is' basis in Zone - Z 6, Plot (40468.60 sq.m.) (Ac. 10.00) near toll plaza for the purpose of empty container storage yard facility
5. Lease period : **30 Years**
6. Eligible Criteria : For details please see Tender Document.
7. Bidding type : Open
8. Bid call no. : 1st call
9. Type of quotation : To offer premium over and above the SoR (through e-Tender cum e-Auction)
10. Transaction fee payable to F.A. & C.A.O. - VPA., payable at Visakhapatnam : **Rs.11,800/-** (inclusive of GST) should be paid online mode in etenders.gov.in, after successful payment of tender fee only, bidder will be allowed to participate in tender. Step by step procedure manual is available in etenders.gov.in portal under bidders manual kit option with the file name Bidder_Manual_for_Online_Payment_SBIMOPS.
11. Minimum annual networth & Turnover for last three years (avg.) : Min. annual networth (avg.) **Rs. 4.94 crores** and Min. annual Turnover (avg.) **Rs. 5.92 crores**
12. EMD/Bid Security : **Rs. 11,86,000/-** should be paid online mode in etenders.gov.in, after successful payment of tender fee only, bidder will be allowed to participate in tender. Step by step procedure manual is available in etenders.gov.in portal under bidders manual kit option with the file name Bidder_Manual_for_Online_Payment_SBIMOPS
13. EMD/BID Security money payable to : FA & CAO / Visakhapatnam Port authority payable at Visakhapatnam.
14. BID Document Downloading Start Date : **20-03-2025**
15. PRE-BID Meeting : **04-04-2025 at 11.00 AM** in the Conference Hall of Engineering Dept., 3rd Floor, AOB, VPA, Visakhapatnam
16. BID Document Downloading End Date : **22-04-2025 upto 13.00 Hours**
17. Last date and time for receipt of bids : **22-04-2025 upto 14.00 Hours**
18. Bid validity : 150 days
19. Technical bid opening date &time : **23-04-2025 at 15.00 Hours**
20. Officer inviting bids : Chief Engineer, VPA, VSP
21. Bid opening authority : Supdt. Engineer, VPA,
22. Address : O/o Chief Engineer, 3rd floor, C.E.'s Department, VPA, VSP (Dist.) A.P, India
Ph. No. 0891-2873300, 3332, 3515, 3337

The tenderer who wishes to participate shall upload the tender documents into the website (<https://etenders.gov.in>) and meet the eligible criteria mentioned in the tender document.

If any amendment or addendum will be issued before opening of the tenders and the same may be looked in the website (<https://etenders.gov.in>) and any further clarifications can also obtained from CE's office VPA.

"The documents that are uploaded on line on e-procurement website (<https://etenders.gov.in>) will only be considered for bids evaluation. However, VPA reserves the right to call for additional documents, clarification etc. for determination of fulfillment of criteria of the tenderers."

CHIEF ENGINEER

Copy to: Jt. Director (R&P) - along with complete bid document in Soft copy form to display in the website on **20-03-2025** and kept up to **22-04-2025** up to 13.00 Hrs

Copy to: FA&CAO/T.M./ Nodal Officer, IT / C.V.O. - for information.

Copy to: Dy. Director (EDP) for information.

Copy to: Notice Board / O.S. to arrange display the tender notice on the notice board.

Copy to: SE - II / DY. E.M, Sr. AEM. - for information and necessary action.

Copy to: AE (Estate)

Copy to: The Chief Engineer, All Major Ports, through Fax.

1. Procedure for bid submission:

- a. Bids shall be submitted online on e-procurement website (<https://etenders.gov.in>) platform only.
- b. The participating bidders in the tender should register themselves free of cost on e-procurement platform (<https://etenders.gov.in>). Bidders can log-in to e-procurement platform in Secure mode only by signing with the Digital signature certificates. Digital Signature Certificates can be obtained from one of the Authorized Certifying Authority, such as SIFY (www.safescrypt.com) / Tata Consultancy Services (www.tcs.ca.tcs.co.in) / n code (www.ncode solutions.com) etc., The bidders who are desirous of participating in e-procurement shall submit their bids as per the standard formats available at the site (etenders.gov.in).
- c. The bidders should scan and upload copies of Document in support of Registration as contractor and transfer details like copies of print out of the transfer, UTR No. (Unique transaction reference No., date of transfer etc., towards EMD & Transaction fee. The bidders shall sign on all the documents, uploaded by him, owning responsibility for their correctness/ authenticity.
- d. The transfer details like copy of print out of the money transfer, UTR No. (Unique transaction reference No., date of transfer etc., in respect of transaction fee and EMD are to be submitted by the bidders to the tender inviting Authority before the due date and time of opening of technical Bids. The copies of uploaded documents and originals of the same for verification shall be submitted by the successful bidder before award of work. The VPA shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the tenderer are found to be false/ fabricated/ bogus, the successful bidder will be suspended from participating in tenders on e-procurement platform for a period of three years.
- e. The VPA will not hold any risk and responsibility non-visibility of the scanned and uploaded documents.
- f. The Documents that are uploaded online on e-procurement website (etenders.gov.in) will only be considered for Bid Evaluation.

2. General Terms & Conditions

- a. **Transaction fee: All the participating bidders shall pay a transaction fee (non-refundable) Rs. 11,800/-** should be paid online mode in etenders.gov.in, after successful payment of tender fee only, bidder will be allowed to participate in tender. Step by step procedure manual is available in etenders.gov.in portal under bidders manual kit option with the file name Bidder_Manual_for_Online_Payment_SBIMOPS.
- b. **And E.M.D. (Rs. 11,86,000/-) (Rupees Eleven lakhs eighty six thousand only)** should be paid online mode in etenders.gov.in, after successful payment of tender fee only, bidder will be allowed to participate in tender. Step by step procedure manual is available in etenders.gov.in portal under bidders manual kit option with the file name Bidder_Manual_for_Online_Payment_SBIMOPS.
- c. **The bidders shall upload the copy of the transaction details of UTR No. along with the technical bid documents for having remitted the tender fee & EMD failing which the bid shall be summarily rejected.**
- d. **VPA shall not be liable / responsible for any connectivity / internet problem either with user side/ NIC / Bank. It is in the own interest of the bidders, bidders may get it verified from bank that the requisite money has been received by VPA for the NIT in which they are participating.**

BIDDER

- e. Eligible Criteria: For details please see Tender document.
 - f. Receipt of tenders in conventional method treated as not responsive.
 - g. **“The bidder shall authenticate the bid with his digital signature certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital signature certificate of the bidder will not be accepted on the e-procurement platform.”**
 - h. The successful bidder found defaulting in submission of hard copies of uploaded certificates /documents, with in the stipulated time i.e. before concluding the agreement or if any variation is noticed between the uploaded documents and the hard copies submitted by the successful bidder, the successful bidder will be suspended from participating in tenders on e-Procurement platform for a period of three years.
3. Even though the Tenderers meet the eligible criteria, they are liable to be disqualified /debarred /suspended / blacklisted if they have
- Furnished false / fabricated particulars in the forms, statements and / annexures submitted in proof of the qualification requirements and/or
 - Not turned up for entering into agreement, when called upon.
 - Violating the terms & conditions, litigation history or financial failures etc. and/or
4. If the SoR quoted by a bidder less than the SoR will not be considered and if found to be either abnormally low or with in the permissible ceiling limits prescribed but under collusion or due to unethical practices adopted at the time of bidding process, such bids shall be rejected.
5. A tenderer / Bidder submitting a Tender or Bid which the tender accepting authority considers excessive and or indicative of insufficient knowledge of current prices or definite attempt of profiteering will render himself liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide.
6. One Tender per Tenderer:
Each Tenderer shall submit only one Tender for the subject tender. A Tenderer who submits more than one Tender will cause disqualification of all the Tenders submitted by the Tenderer.
7. Last date / time for Submission of the Tenders :
- a. Tenders must be submitted not later than the date and time specified in NIT. In the event of the specified date / time for the submission of bids declared as holiday, the bids shall be submitted on the next working day.
 - b. The Chief Engineer, VPA, may extend the dates for issue and receipt of Tenders by issuing an amendment.

BIDDER

8. Modification to the Tender.

No Tender can be modified after the last date /time of submission of Tenders.

TENDER OPENING AND EVALUATION

9. Tender opening

a. The tenderers will be opened by the tender opening authority online.

b. Pre-bid meeting "The tenderers/Bidders should note that the pre-bid queries/Clarifications sought if any are to be submitted in writing on or before the day of pre-bid meeting and thereafter no queries/clarifications shall be entertained.

10. Clarification on the Technical Bid.

a. The tender opening authority may call upon any Tenderer / Bidder for clarification on the statements, documentary proof relating to the technical bid. The request for clarification and response thereto shall be in writing and it shall be only on the qualification information furnished by the Tenderer. The clarification called for from the tenderers / Bidders shall be furnished within the stipulated time, which shall not be more than a week.

b. The Tenderer/Bidder if so desirous shall agree in writing to furnish the clarification called for within the stipulated time and, for disqualification and rejection of his tender in the event of failure to do so.

11. Price Bid Opening:

a. Only the Price Bids of qualified Tenderers who's technical Bids are found satisfying the eligibility criteria shall be opened on the date and time fixed.

b. The Price Bid of the Unqualified Tenderers will not be opened.

c. Tenders shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of non-adherence to the Conditions, the decision taken by the Tender Accepting Authority on tenders shall be final and the same shall be binding both on tender accepting and the tenderer / Bidder.

BIDDER

12. Evaluation and Comparison of Price Bids

The Superintending Engineer will evaluate and compare the price bids of all the qualified Tenderers.

After opening of Commercial bids, the Land will be put for e- auction.

II E-auction

(a) After opening of commercial bids, Land will be put on E-auction and the tenderers, whose commercial bids have been opened will only be eligible to participate in the e-auction of the particular Land.

(b) After opening of commercial bids, the total of the RESERVE PRICE (SoR) including the highest premium over and above the RESERVE PRICE (SoR) received for any particular Land will become the RESERVE PRICE (SoR) of that particular Land for e- auction as Start Price. For bidding through E-Auction, the bidders have to quote higher than the revised RESERVE PRICE (SoR) i.e., start price, plus the minimum increment in multiple of Rs.10=00 (Rupees TEN only) per sq.mt. and increment in offer below Rs.10=00 shall not be considered for e-auction.

(c) The e-auction will remain open for bidding for Sixty (60) minutes from the start time.

(d) The e-auction closing time will be automatically extended by 10 (Ten) minutes every time the last H1 bid is received within last 5 (Five) minutes of the predetermined or extended closing time. This process will continue till the last H1 bid remains unimproved for a period of last 5 (Five) minutes, so as to give ample opportunity to all bidders and to generate the best competition. The bid will be automatically close when there will be no bid for last 5 (Five) minutes.

- **The Tender Inviting Authority (TIA) will not be responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.**

13. Process to be Confidential.

a. Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced by the tender accepting authority. Any effort by a Tenderer to influence the processing of Tenders or award decisions may result in the rejection of his Tender.

b. No Tenderer / Bidder shall contact the Superintending Engineer or any authority concerned with finalization of tenders on any matter relating to tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Superintending Engineer, it should do so in writing.

c. Before recommending / accepting the tender, the tender recommending / accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria.

d. Tenders will be finalized by the Asst. Engineers / Sr. Asst. Estate Manager/ Superintending Engineers / Dy. Chief Engineer / Chief Engineer / VPA according to the powers vested with them.

e. For more details please see tender document.

BIDDER

VISAKHAPATNAM PORT AUTHORITY



ISO 9001, ISO 14001 & OHSAS 18001

e-TENDER cum e-Auction for

Allotment of Land on long term lease on annual lease rental basis of 30 years on 'as is where is' basis in Zone - Z 6, Plot (40468.60 sq.m) (Ac.10.00) near toll plaza for the purpose of empty container storage yard facility

**CHIEF ENGINEER
ENGINEERING DEPARTMENT
VISAKHAPATNAM PORT AUTHORITY
3rd Floor, ADMINISTRATIVE OFFICE BUILDING,
PORT AREA, VISAKHAPATNAM –530035, A.P., INDIA.
PH. Nos. 0891 – 2873300 / 2873332 / 3337 / 3521 / 3366**

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VISAKHAPATNAM PORT AUTHORITY
ENGINEERING DEPARTMENT,
3rd Floor, ADMINISTRATIVE OFFICE BUILDING,
PORT AREA, VISAKHAPATNAM –530035, A.P., INDIA.
PH. NO. 0891 – 2873300/2873332/2873515/2873337

E-TENDER NOTICE (NIT) No: IENG/Estate/Z 6-near toll plaza / T / 2025 Dt. 19-03-2025

NAME OF WORK	“Allotment of land on long term lease on annual lease rental basis of 30 years on ‘as is where is’ basis in Zone - Z 6, Plot (40468.60 sq.m). near toll plaza for the purpose of empty container storage yard facility		
COST OF TENDER DOCUMENT (NON REFUNDABLE) –	Tender Fees (Non-refundable) of Rs. 11,800.00 (Rs. Eleven Thousand Eight Hundred Only) should be paid online mode in etenders.gov.in, after successful payment of tender fee only, bidder will be allowed to participate in tender. Step by step procedure manual is available in etenders.gov.in portal under bidders manual kit option with the file name Bidder_Manual_for_Online_Payment_SBIMOPS		
E.M.D. (Rs.)	LOCATION	AREA (IN SQ.MTRS)	E.M.D.
	Plot near toll plaza area in Zone – Z 6, (as per sketch No. VPA/EST/SK/42/2024)	40486.80	Rs 11,86,000/-
PRE – BID MEETING	Pre-bid meeting 04 - 04 -2025 at 11.00 Hours at ENGG. DEPT. Conference Hall, AOB, 3 rd floor, Port Area, VPA, Visakhapatnam.		
DOWNLOADING OF TENDER DOCUMENTS	Tender Documents can be downloaded from the official web – site of Visakhapatnam Port Authority https://www.etenders.gov.in		
DATE OF DOWNLOADING OF TENDER DOCUMENT	FROM 20-03-2025 TO 22- 04-2025 UPTO 13.00 HOURS		
LAST DATE & TIME FOR TENDER SUBMISSION	ON 22-04- 2025 UPTO 14.00 HOURS		
OPENING OF TECHNICAL BID	ON 23 -04- 2025 AT 15.00 HOURS		
Date of opening of COMMERCIAL BIDs and Date of Auction	Will be intimated in due course		

FOR FURTHER DETAILS, AMENDMENTS OR EXTENSION OF TIME, PLEASE VISIT
<https://www.etenders.gov.in>

CHIEF ENGINEER
VISAKHAPATNAM PORT AUTHORITY

CHAPTER - 1
VISAKHAPATNAM PORT AUTHORITY

INSTRUCTIONS TO THE TENDERERS FOR "E-TENDER CUM E-AUCTION FOR

"Allotment of Land on long term lease annual lease rental basis of 30 years on as is where is basis in zone- z 6, Plot (40468.60 sq.m.) (Ac.10.00) near toll plaza for the purpose of empty container storage yard facility"

1.0 The bidders may note that, the tender document including supporting documents, **the transfer details like NEFT Transaction, UTR (Unique Transaction Reference) Number, Date of transfer** are to be submitted in the electronic form only.

1.01 Visakhapatnam Port Authority invites online for e-tender cum e-auction for "Allotment of Land on long term lease (annual lease rental basis) of 10 years, on 'as is where is' basis in Zone - Z 6, Plot (40468.60 sq.m.) near toll plaza for the purpose of empty container storage yard facility"

LOCATION	AREA (IN SQ.MTRS)
Plot near toll plaza area in Zone – Z 6, (as per sketch No. VPA/EST/SK/42/2024)	40468.60

1.1 Schedule for e-Tender cum e-Auction, is as under:

- (i) Tender Document to be down loaded from the official website <https://www.etenders.gov.in>
- (ii) Tender Fees (Non-refundable) of Rs.11,800/- (Rs. Eleven Thousand Eight Hundred only) should be paid online mode in etenders.gov.in, after successful payment of tender fee only, bidder will be allowed to participate in tender. Step by step procedure manual is available in etenders.gov.in portal under bidders manual kit option with the file name Bidder_Manual_for_Online_Payment_SBIMOPS
- (iii) The E.M.D. for allotment of the Land as mentioned in the N.I.T. is required to be paid online mode in etenders.gov.in, after successful payment of tender fee only, bidder will be allowed to participate in tender. Step by step procedure manual is available in etenders.gov.in portal under bidders manual kit option with the file name Bidder_Manual_for_Online_Payment_SBIMOPS. **The E.M.D. will not carry any interest.**

During the submission of On-line tender, the tender fees and EMD shall be should be paid online mode in etenders.gov.in, after successful payment of tender fee only, bidder will be allowed to participate in tender. Step by step procedure manual is available in etenders.gov.in portal under bidders manual kit option with the file name

Bidder_Manual_for_Online_Payment_SBIMOPS and the transfer details like NEFT Transaction, UTR (Unique Transaction Reference) Number, Date of transfer shall be uploaded along with the tender document (by scanning) while uploading the bid within the due date and time of opening of technical bid. This submission shall mean that E.M.D. & tender fee are received. Accordingly offer of those shall be opened whose E.M.D. & tender fee is received as mentioned above.

VPA shall not be liable / responsible for any connectivity / internet problem either with user side / NIC / Bank. It is in the own interest of the bidders, bidders may get it verified from bank that the requisite money has been received by VPA for the NIT in which they are participating.

- (iv) If any queries regarding tender documents, the list of queries may be sent on email to cevizagport@gmail.com, cc to: estatevpt@gmail.com before due date of pre-bid meeting.
- (v) Pre-bid meeting **04-04-2025 AT 11.00 HOURS** at Engg. Dept. Conference Hall, AOB, 3rd floor, Port Area, VPA, Visakhapatnam.
- (vi) Last date and time for the online Tender submission **22-04-2025 UPTO 14.00 HOURS.**
- (vii) Online Opening of Technical bid **23-04-2025 AT 15.00 HOURS.**
- (viii) Online Opening of Commercial bid, will be intimated in due course.
- (ix) On line auction date and time for the Land will be intimated in due course.

1.2 Downloading Tender Documents: Tender documents will be available on web site up to date and time as shown above. Tenderer who wish to participate in this tender shall have to register on web site <https://www.etenders.gov.in>

1.3 Digital Certificate: Bidders should do the registration in the tender site <https://www.etenders.gov.in> using the option available. Then the Digital signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as SIFY (www.safescrypt.com) / Tata consultancy services (www.tcs-ca.co.in) code (www.ncodesolution.com) etc.

1.4 Tenderers who already have a valid Digital certificate need not procure new Digital certificate.

1.5 ONLINE SUBMISSION OF TENDER : *Tenderers can prepare and add on their bid any number of times prior to the last date and time prescribed for tender submission. However the tenderer shall not be permitted to be edited in any case after the last date and time prescribed for submission of tender as specified in the NIT/Tender. No written or online request in this regard shall be entertained. Tenderers shall submit their tender in Electronic format only on above mentioned website and prior to the date and time mentioned above, and the tender shall be digitally signed by the authorized person of the tenderer. Tender documents in any other form including in physical form shall not be accepted and the same shall be accepted in the electronic format. The tenderer shall upload all the required and necessary documents especially credential related, financial related, EMD, cost of tender etc., which are important/ essential through online only, if not submitted the same, their tender liable for rejection/disqualification, without any notice.*

1.6 A scan copy of all details as required shall be up loaded in electronic format only. During the opening of online technical bid if it is found that above details as mentioned are not submitted in electronic format, tenders of such tenderer shall not be considered.

- 1.7** The online tenders shall be up loaded up to **22-04-2025 UPTO 14.00 HOURS**. The tender document comprises of 03 (three) parts (i) EMD and Tender Fees, (ii) Technical bid and (iii) Commercial bid.
- 1.8** **Submission of Tender Fees, EMD: Tender Fees (Non-refundable) of Rs.11,800/- (Rupees Eleven Thousand Eight hundred Only) & EMD of Rs. (Rs. 11,86,000/-) (Rupees Eleven Lakhs Eighty six Thousand only), shall be should be paid online mode in etenders.gov.in, after successful payment of tender fee only, bidder will be allowed to participate in tender. Step by step procedure manual is available in etenders.gov.in portal under bidders manual kit option with the file name Bidder_Manual_for_Online_Payment_SBIMOPS.**
- 1.9** The Tender Fees and EMD as mentioned above i.e., transfer details **like copy of print out of the money transfer i.e., Transaction, UTR (Unique Transaction Reference) Number, Date of transfer** etc., shall be submitted online.
- 1.10** In case of queries regarding tender documents, the list of queries may be sent through email to cevizagport@gmail.com, cc to : estatevpt@gmail.com before due date of pre-bid meeting.
- 1.11** **Pre-bid meeting:** Pre-tender meeting will be held in the Engg. Dept. Conference Hall, AOB, 3rd floor, Port Area, VPA, Visakhapatnam, on **04-04-2025 AT 11.00 HOURS** for the required clarifications.
- 1.12** **Opening of Technical tender:** Technical tenders shall be first opened online on **23-04-2025 AT 15.00 HOURS** in the Office of Conference Hall, AOB, 3rd floor, Port Area, VPA, Visakhapatnam-530035.
- 1.13** **Technical** bid shall be evaluated as per procedures mentioned in the tender documents. The decision of the committee on evaluation of the bids shall be final and binding to every tenderer.
- 1.14** **Opening of Commercial bid:** Commercial bid of only qualified tenderers, whose technical bid is accepted, shall be opened. Tenderer must invariably quote the rate online on every Commercial bid, failing which they shall not be allowed to participate in the on line auction.
- 1.15** **Contacting Officer:** Further details/clarification if any will be available from the Sr.AEM / SE / CHIEF ENGINEER, ENGINEERING DEPARTMENT, VISAKHAPATNAM PORT AUTHORITY, 3rd Floor, ADMINISTRATIVE OFFICE BUILDING, PORT AREA, VISAKHAPATNAM – 530035, A.P., INDIA. PH. NO. 0891 – 2873300/2873332/2873515/2873337.
- 1.16** The tender documents fees for online tender documents shall not be refunded under any circumstances.

- 1.17** Tenders without tender fees, EMD and which do not fulfill all or any of the conditions of tender document shall be rejected outright. Tender with incomplete details in any aspect shall also be rejected.
- 1.18** Conditional tender shall not be accepted.
- 1.19** This tender notice shall form a part of tender document.
- 1.20** The tenderer are advised to read carefully all the Instructions and conditions stipulated in the tender documents.
- 1.21** The Visakhapatnam Port Authority reserves the rights to reject any or all tenders without assigning any reason thereof.
- 1.22** Tenderers are bound by the Visakhapatnam Port Authority rules and regulation being issued from time to time.
- 1.23** Any kind of amendment shall be published only on-line and shall be final and binding to all the tenderers.
- 1.24** The details of tenders can be seen on website <https://www.etenders.gov.in>
- 1.25** The RESERVE PRICE (SoR) in terms of annual lease rent has been mentioned in online BOQ. Any bid quoting rates below the RESERVE PRICE (SoR) shall be rejected outright.
- 1.26** Schedule of the Land offered for allotment along with eligible criteria is mentioned in the tender documents.
- 1.27** The bid submitted by the tenderers shall have valid digital signature certificate.
- 1.28** Every tenderer shall mention their E - Mail address in technical bid.
- 1.29** After the deadline prescribed in **NIT**, the bids cannot be submitted in the On- Line System.
- 1.30 ELIGIBILITY CRITERIA:**
1. The bidder can be a single entity or a group of entities (hereinafter referred to as Consortium), coming together to implement the Project. The term bidder used hereinafter would therefore apply to both a single entity and a Consortium.
 2. Two or more bidder(s) may form a joint venture/Consortium among themselves and apply against this tender specification, provided they fulfill the eligible criteria.
 3. Members of the Consortium shall enter into a Memorandum of Understanding (MoU) for the purpose of participation in the tender. The MoU shall, inter alia, also convey the intent to form a joint venture company which would enter into an Agreement and subsequently carry out all the responsibilities of the lessee as will be stipulated in the Agreement. The MoU shall also clearly outline the proposed roles and responsibilities of each member at each stage. A copy of the MoU shall be uploaded by the bidder with the tender in Technical bid.
 4. The total no of a Consortium shall be limited to four members.

5. In case of a Consortium, Consortium as a whole shall meet the qualifying norms specified in the tender, they participate.
6. The lead member of the Consortium should meet at least 50% of the qualifying norms in respect to the net worth & Turn Over requirement. Besides the lead member, other member(s) of the Consortium together shall meet the balance 50% of the qualifying norms in respect to the net worth & Turn Over requirement.
7. All the Consortium member(s) shall authorize the lead partner by submitting a power of Attorney duly signed by the authorized signatories. The lead partner shall be authorized to receive instructions for and on behalf of all partners of the Consortium and entire execution of the project related to this land lease.
8. The Consortium and its members should include a description of the roles and responsibilities of individual members and they shall be jointly and severally responsible and be held liable for the purpose of guaranteed obligation and any other matter as required under the contract. Any member of the Consortium member(s) shall not be eligible either in an individual capacity or part of any other Consortium to participate in the tender, where the said Consortium participates. A declaration in this regard is to be submitted by the bidder.
9. Land allotment orders will be placed to lead members of the Consortium.
10. The purchaser of the tender document must be the bidder itself or a member of the consortium submitting the application.
11. In-case of Consortium, the information required for each member of the Consortium shall submit.
12. One of the members of the Consortium shall be nominated as being in charge (Lead Member), and this authorization shall be supported by a Power of attorney and signed by authorized signatories of other members.
13. Financial Parameters :
 - a. Tender Fees of Rs. **11,800/- (Rupees Eleven Thousand eight hundred only)** (Non refundable) should be paid online mode in etenders.gov.in, after successful payment of tender fee only, bidder will be allowed to participate in tender. Step by step procedure manual is available in etenders.gov.in portal under bidders manual kit option with the file name Bidder_Manual_for_Online_Payment_SBIMOPS.
The details of transfer like copies of the print outs of the transfer like UTR no. (Unique Transaction Reference no.), date of transfer etc., shall be uploaded in the bid.
 - b. The E.M.D. **(Rs. 11,86,000/-) (Rupees Eleven Lakhs Eighty six thousand only)** for the land is to be should be paid online mode in etenders.gov.in, after successful payment of tender fee only, bidder will be allowed to participate in tender. Step by step procedure manual is available in etenders.gov.in portal under bidders manual kit option with the file name Bidder_Manual_for_Online_Payment_SBIMOPS.
The details of transfer like copy of print out of the money transfer, UTR no. (Unique Transaction Reference no.), date of transfer etc., shall be uploaded in the bid. The E.M.D. will not carry any interest.
 - c. **VPA shall not be liable / responsible for any connectivity / internet problem either with user side / NIC / Bank. It is in the own interest of the bidders, bidders may get it verified from bank that the requisite money has been received by VPA for the NIT in which they are participating.**

- d. The bidder shall have a minimum annual net-worth of **Rs. 4.94 crores**, during the last 3 years ending 31st March of the previous financial year issued by any Chartered Accountant.
- e. The bidder shall have a minimum annual turnover of **Rs. 5.92 crores**, during the last 3 years ending 31st March of the previous financial year issued by any Chartered Accountant.

1.31 No deviation shall be allowed from the terms and conditions stipulated in the tender documents and tender containing deviations are liable to be rejected. Normally no deviation is accepted.

1.32 The tender shall remain open for acceptance for a period of 150 days from the date of opening of COMMERCIAL BID. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of any other right or remedy shall be at liberty to forfeit the Earnest Money deposited.

1.33 Successful tenderer must furnish Security Deposit as specified in tender documents within the time specified in the letter-communicating acceptance of his offer failing which the Earnest Money will be forfeited. The successful tenderer shall also be required to enter into a contract agreement with VPA.

1.34 FORFEITURE OF EARNEST MONEY DEPOSIT (EMD):

The bidders shall furnish the prescribed EMD in accordance with the Clause No 1.8 of Instructions to Tenderer.

The EMD shall be returned to all the unsuccessful bidders.

The EMD shall be forfeited under the following circumstances:-

- i. If the Bidder withdraws/non-responsive/modifying its Bid during the period of bid validity, after bid opening or***
- ii. If the bidder revises its price offer after opening of the price bid or***
- iii. If the Bidder submits fraudulent documents and / or wrong information in support of its eligibility/qualification or***
- iv. If the bidder is found to be guilty of submitting false information, forged and fabricated documents or of any action which is illegal or fraudulent in nature or***
- v. If the Bidder, having been notified of the acceptance of its bid by Visakhapatnam Port Authority during the period of bid validity,***
 - a. fails to make payment towards initial security deposit and advance lease rentals as stipulated in the tender conditions and /or does not agree to pre-acceptance letter issued by Visakhapatnam Port Authority,***
 - b. fails to execute lease deed/agreement as per tender conditions.***

1.35 DOCUMENT PRESENTATION

(i) Tenderer shall complete all the Annexures & Schedules with all the information called for therein and sign with date and stamp on all the pages of the tender documents and the Schedules. Any tender not so completed is liable to be rejected. The Form of Tender and Schedules shall not be defaced in any way whatsoever or detached from the Conditions of Tender.

(ii) The tenderer should not submit their offer with any conditions/ counter conditions anywhere in the tender documents. The conditional tenders, if any, shall be summarily rejected.

(iii) All the documents submitted should be through online, indexed and page numbered.

(iv) Tender documents are non-transferable. Tenderer/Developers must download Tender Documents in their own name and submit their Tenders through online only.

(v) The tenderer/Developers shall give an undertaking with regard to submissions of complete set without defacement, addition or alteration as prescribed and with all Appendices duly filled in. No counter conditions, submission is true to best of their knowledge and payment or illegal gratification.

(vi) The validity of tender is 150 days from the opening of COMMERCIAL BID, however the validity can be extended as detailed in Instructions to tenderer.

(vii) The tenderer shall examine all the tender conditions and the specification etc. in the tender documents. The tenderer, if so desire, may visit the sites and get himself acquainted with necessary data, for the purpose of making responsive offer. Land area is offered on "As is where is" basis. Visakhapatnam Port Authority will not be responsible for any cost or expenses incurred by the bidders in connection with preparation or delivery of the tenders, including costs and expenses related to visits to the sites.

(viii) The tenderers are advised to visit the 'site' before submitting their offers, in order to make themselves fully aware of the site conditions and study the scope/nature of Land before quoting.

1.36 WITHDRAWAL OR MODIFICATIONS

Any withdrawal or modifications are permitted till last date and time of submission of the Tender, that means the tender cannot be withdrawn or modified after the last date and time of submission and in case the Tenderer modifies or withdraws the tender after the last date and time of submission of tender then EMD shall be forfeited.

1.37 AMENDMENT TO TENDER DOCUMENT:

(i) At any time prior to the deadline for the submission of Tenders, the VPA for any reason, whether at its own initiative or in response to tender, may modify the Tender documents by an amendment.

(ii) The amendments will be hosted on the website prior to the date specified for submission of the tender. All the tenderers who have down loaded the Tender Documents shall verify if any such amendment/ modification has been issued, before submitting their bid and shall take cognizance of and include such amendment(s) in their submission. In any case, the amendment(s)/ modification(s) if any shall be binding on the tenderers. No separate notice/ intimation of amendments/ modifications will be sent to those who have downloaded the document from the web.

(iii) VPA may at its discretion extend the deadline for the submission of Tenders to enable prospective Tenderers to take the amendment into account while preparing the Tender.

Any amendments in this tender including the dates, venue, corrigendum, clarifications to pre-bid queries etc. shall be posted on the website of the Visakhapatnam Port Authority. Separate newspaper advertisement may not be placed. The tenderers are required to keep themselves informed of the developments by visiting websites regularly.

1.38 DETERMINATION OF RESPONSIVENESS:

VPA will scrutinize tenders to determine whether the tender is responsive to the requirements of the tender documents. Canvassing in connection with the tender is strictly prohibited and the tenders submitted by the tenderers who resort to canvassing will be liable for rejection.

1.39 EVALUATION AND COMPARISON OF TENDERS:

Only such tenders, as determined to be responsive to the requirements of the tender documents will be considered for opening the COMMERCIAL BID. VPA decision on this shall be final, conclusive and binding.

1.40 VALIDITY OF TENDER:

The tender shall remain valid and open for acceptance for a period of 150 days from the date of opening of the COMMERCIAL BID. The VPA reserves the right to extend the period of validity for a specific period. The request and response thereto shall be made in writing by post or by fax. The tenderers will have an option to refuse the request without forfeiting their EMD. However in the event of the tenderer agreeing to the request, they will not be permitted to modify the tender.

1.41 ACCEPTANCE OF TENDER:

VPA does not bind itself to accept the highest lease fees offered in the COMMERCIAL BID and reserves the right to accept or to reject without assigning any reasons whatsoever.

1.42 LANGUAGE OF THE TENDER:

The tender submitted by the tenderer and all correspondence and documents relating to the tender exchanged by the tenderer and the VPA shall be written in ENGLISH LANGUAGE. Any printed literature, other than in English language, shall be accompanied by an English translation, in which case for purpose of interpretation of the tender, the English translation shall govern.

1.43 PRE-BID MEETING

A pre-bid meeting will be held in Visakhapatnam office of the Chief Engineer, VPA, as mentioned in the schedule (NIT). However in case of a change the same will be hoisted on VPA Portals. Attendance at pre-bid meeting is strongly advised. Tenderers should send a "Letter of Authorization" with attested specimen signature of their representatives who are deputed by them to be present at the pre-bid meeting. Should there be any discrepancy in or any doubt or obscurity as to the meaning of any of the tender documents or as to anything to be done or not to be done by the tenderers or any clarification or if any additional information is needed by the tenderers, these shall be set forth in writing and submitted to the Chief Engineer, VPA. VPA reserves the right to call for additional documents, clarification etc. for determination of fulfillment of qualification criteria of the tenderers.

1.44 SITE INSPECTION

(i) It would be deemed that prior to submission of tender, the tenderer has made a complete and careful study of the existing conditions including but not limited to (a) the site conditions;

(b) condition of the access road & surroundings and has assessed the extent of the work requirements for the installation of the Project. It is also deemed that they are fully aware of all the applicable laws and applicable permits pertaining to the purpose for which they intend to use the premises. Site inspection can be held with prior appointment with The Chief Engineer, VPA.

(ii) VPA shall not be liable for any mistake or error or neglect by the tenderer in respect of the above.

(iii) Site inspection can be held with prior appointment with Sr.AEM / SE / Chief Engineer, VPA. The tenderer may approach to this office in office hours for site visit.

1.45 TENDERERS RESPONSIBILITY

(i) The tenderer is expected to examine carefully the contents of the tender documents, including but not limited to the terms and conditions in the lease deed format.

(ii) The details to be filled in as per proforma attached shall be either typed or written in indelible ink and shall be signed by the tenderer or person duly authorized to sign on behalf of the tenderer. Such authorization shall be written Power of attorney. All pages of the tender document shall be signed by the person signing the tender. The name and position held by the person signing the tender shall be typed or printed below his signature.

(iii) The tender documents including the proforma, which shall form part of the tender document, shall be duly filled in and signed and submitted along with the tender.

(iv) Any existing obstructions like pipelines, cables etc. in the leased Land which are likely to cause hindrance to the structure/construction shall be re-laid/ dismantled / re-routed by lessee at his cost with the prior approval and as directed by the appropriate authority.

(v) The area will be allotted only after obtaining approval of Port Authority Board.

(vi) The tenderer is bound to develop the leased Land like providing drains, roads etc. at their cost.

1.46 The area of Land given is approximate and there may be marginal variations. The sketch showing the location of the Land, is attached.

1.47 Tenders with following discrepancies are liable for rejections;

- i) Tender that is incomplete, ambiguous, and not accompanied by the documents asked for.
- ii) Tender received after specified date / time.
- iii) Tender in respect of which canvassing in any form is resorted to by the tenderer.
- iv) If the tenderer deliberately gives wrong information in his tender or resorts to unfair methods in creating circumstances for the acceptance of his tender, VPA reserves the right to reject such tender at any stage.

1.48 OPENING OF THE TENDERS:

(i) The Tender will be opened at the office of the Chief Engineer, VPA online in the office of the Chief Engineer, VPA.

(ii) The COMMERCIAL BID, shall be opened on a later date so fixed by VPA. The COMMERCIAL BID will be opened only of those tenders who will qualify in the Technical Bid. The Tenderers qualified in technical bid will be informed through e portal only.

1.49 Submission of a tender by the tenderer implies that he has read the complete contract documents and has made himself aware of the scope, terms & conditions and specifications etc. No claim within the purview of this clause shall be entertained at any stage.

1.50 VPA reserves the right to reject any or all tenders without assigning any reasons thereof and does not bind itself to accept the highest tender.

1.51 This tender shall be governed by the Indian Laws for the time being in force and as quoted and applicable from time to time.

1.52 Jurisdiction: All disputes shall be subject to Visakhapatnam Courts alone.

1.53 These instructions to tenderers shall form part of the tender documents.

1.54 I - COMMERCIAL BID

- a. The RESERVE PRICE (SoR) per sq. mtr. /year, for the mentioned land has been fixed for the year 2024-25, as shown in the COMMERCIAL BID format.
- b. The bidder has to offer minimum premium of Rs. 10/- over and above the Reserve Price (SoR). If the quoted amount is less than Reserve price + minimum Rs. 10/- and above, the bid will not be considered and tender will be cancelled.**
- c. After opening of Commercial bids, the total of the SoR and the highest premium over and above the SoR received for the Land will become the RESERVE PRICE (SoR) of the Land for e- auction

II. E-auction

(a) After opening of commercial bids, land will be put on E-auction and the tenderers, whose commercial bids have been opened will only be eligible to participate in the e-auction of the particular land.

(b) After opening of commercial bids, the total of the RESERVE PRICE (SoR) including the highest premium over and above the RESERVE PRICE (SoR) received for any particular LAND will become the RESERVE PRICE (SoR) of that particular Land for e- auction as Start Price. For bidding through E-Auction, the bidders have to quote higher than the revised RESERVE PRICE (SoR) i.e., start price, plus the minimum increment in multiple of Rs.10=00 (Rupees TEN only) per sq.mt. and increment in offer below Rs.10=00 shall not be considered for e-auction.

(c) The e-auction will remain open for bidding for Sixty (60) minutes from the start time.

(d) The e-auction closing time will be automatically extended by 10 (Ten) minutes every time the last H1 bid is received within last 5 (Five) minutes of the predetermined or extended closing time. This process will continue till the last H1 bid remains unimproved for a period of last 5 (Five) minutes, so as to give ample opportunity to all bidders and to generate the best competition. The bid will be automatically close when there will be no bid for last 5 (Five) minutes.

III. Even though an applicant may satisfy the eligibility criteria as per NIT, yet , VPA reserves the right for not considering their tender document if the applicant's has record of poor performance such as abandoning work, not properly completing the work, delay in completion of work, poor quality of work, financial failure / weakness, civil, criminal or any other legal proceedings launched against the bidder etc. The same will be assessed on the basis of documentary evidence submitted by the bidder in support of PQ requirements.

1.55 Tender documents available on the website of <https://www.etenders.gov.in>.

The complete Tender documents are available on the website and the same can be downloaded by the intending bidders directly from VPA websites : <https://www.etenders.gov.in>. The tender fees of Rs. **11,800/- (Rupees Eleven thousand eight hundred only)** (Non-Refundable) which should be paid online mode in etenders.gov.in, after successful payment of tender fee only, bidder will be allowed to participate in tender. Step by step procedure manual is available in etenders.gov.in portal under bidders manual kit option with the file name Bidder_Manual_for_Online_Payment_SBIMOPS.

The details of money transfer / transaction like UTR (Unique Transaction Reference No., date of transfer etc., are to be uploaded by the bidder along with their technical bid. Downloaded documents are to be printed in a clearly readable form in A4 size sheet for submission. Bids are to be submitted in the prescribed format and corrections to be attested. VPA is not responsible for any delays etc. Tenders without tender cost will not be accepted. The cost of the tender documents will not be refunded under any circumstances.

VPA shall not be liable / responsible for any connectivity / internet problem either with user side / NIC / Bank. It is in the own interest of the bidders, bidders may get it verified from bank that the requisite money has been received by VPA for the NIT in which they are participating.

1.56 To submit relevant documents duly attested. Tenderer/Lessee is considered to be qualified for the tender work and the same may be rejected if on detailed scrutiny, the documents submitted along with the tender are found to be unsatisfactory/forged.

1.57 All tenders shall be accompanied by the Earnest Money Deposit (EMD) of **Rs. 11,86,000 /- (Rupees Eleven lakhs eighty six thousand only)** which should be paid online mode in etenders.gov.in, after successful payment of tender fee only, bidder will be allowed to participate in tender. Step by step procedure manual is available in etenders.gov.in portal under bidders manual kit option with the file name Bidder_Manual_for_Online_Payment_SBIMOPS.

The EMD shall be valid for a minimum period of 150 days (one hundred and fifty days) from the last day of submission of tender. Tenders submitted without EMD or without adequate amount of EMD shall be considered as non-responsive and hence, rejected. The EMD of the unsuccessful tenderers shall be returned within 7 days after acceptance of the H1 bidder. EMD shall be forfeited in the event of the tenderer withdrawing/ modifying the tender before expiry of the tender validity period of 150 days from the date of the opening of the COMMERCIAL BID or in the event of the successful.

1.58 The Terms & Conditions contained in this NIT and tender documents shall be applicable. In case of any unscheduled holiday taken place on the last day of issue of tender/submission of tender, the next working day will be treated as scheduled day and time for issue/submission of Tender.

1.59 VPA reserves the right to accept any tender or reject any or all tenders or annul this tendering process without assigning any reason and liability whatsoever and to re-invite the tender at its sole discretion. VPA Board will consider & approve the tender document, pre-bid clarifications, short listing of bidders and selection of successful bidder.

1.60 The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the VPA Portal. The bidders are required to check Portal regularly for this purpose , to take into account before submission of tender. All Corrigendum and addendum are to be submitted duly signed & stamped. All bidders are advised to check especially VPA website <https://www.etenders.gov.in> regularly.

1.61 The COMMERCIAL BID of those bidders whose bid has been technically accepted on the basis of documents submitted shall be opened with prior intimation to them. It is made clear that

the offer of the H-1 bidders shall be accepted subject to the confirmation of authenticity of the PQ documents/BG from the concerned department/ bank.

1.62 The successful tenderer shall execute an agreement with VPA in relation to this tender.

1.63 The Tender Inviting Authority (TIA) will not be responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

1.64 The bidders shall upload the copy of the transaction details of UTR No. along with the technical bid documents for having remitted the tender fee & EMD failing which the bid shall be summarily rejected.

1.65 VPA shall not be liable / responsible for any connectivity / internet problem either with user side/ NIC / Bank. It is in the own interest of the bidders, bidders may get it verified from bank that the requisite money has been received by VPA for the NIT in which they are participating.

SPECIAL CONDITIONS OF CONTRACT (CHAPTER -2) TERMS AND CONDITIONS

2.1 Applications received earlier if any:

All the offers received prior to inviting online tenders as mentioned herein shall be treated as cancelled. The tenders received through online tendering shall only be considered.

2.2 Land to be inspected by tenderer before bidding:

The Land will be allotted "On as is where is basis". A network of roads have been provided as infrastructural facility, the Land will have to be developed by the allottees at their own cost including cost of the basic amenities such as water supply, drainage, electricity etc.

The Tenderer shall have to inspect the site at their own cost and it shall be deemed at they have fully acquainted themselves with all their aspects of the Land like size, site conditions etc. No claim whatsoever shall be entertained by VPA in future for improving condition of Land on account of lack of infrastructure OR for any reasons whatsoever. Visakhapatnam Port Authority shall not entertain any request / claim from any Tenderer for leveling, redressing, activation, addition, alteration, reclamation of the Land etc.

2.3 Tender document to be read and understood carefully.

The tenderer shall deemed to have read and understood the tender document.

2.4 Area of Land & Purpose :

LOCATION	Land AREA (IN SQ.MTRS)	Purpose
Plot near toll plaza area in Zone – Z 6, (as per sketch No. VPA/EST/SK/42/2024)	40468.60	For empty container yard

However, the measurement will subject to actual Survey and demarcation upto finalization of the bid. The particulars of the Land are shown in the Sketch No. VPT/EST/SK/42/2024 (enclosed with Bid document). No dispute whatsoever regarding the size of the Land shall be entertained by the V.P.A.

The successful bidder should agree to pay the SoR finalised for the quinquennium 2023-28 with 2% annual escalation as VPA reserve price with a condition that the successful bidder should agree to pay the SoR finalised for the quinquennium 2023-28 w.e.f 01.04.2023 i.e. with the quantum of hike quoted over the provisional VPA reserve price.

2.5 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.

2.6. SECURITY DEPOSIT

- a) **The Successful bidder shall pay 2 years rentals as Security Deposit. This will not carry any interest. If the value of the security deposit (equal to 2 years lease rent amount) is less than Rs. 1.00 crores, the same shall be paid in cash and if it is more than Rs.1.00 crore the successful bidder can**

submit the same in the form of e-Bank guarantee. This will not carry any interest.

The bank guarantee shall be given in the form of e bank guarantee for the total lease period and shall be with the following details:

Beneficiary bank : ICICI Bank

Account no. : 00600 500 8974

IFSC : ICIC 00000 60

Unique code : VPT 5214 70257 field of 7037 of IFIN 760 COV or IFIN767COV

As and when there is increase in in the quinquennium values the security deposit shall also be increased proportionately revised as and when rents are revised. This will not carry any interest.

- b) The Security deposit shall be refunded after the completion of the lease period and upon vacating of the plot area and after adjusting any recoverable dues on expiry of the lease period.

2.7 Annual Lease Rent :

(i) The successful bidder shall pay lease rentals for the Land allotted to him, on annual payment mode [as per total premium offered in the COMMERCIAL BID) and subsequently as per auction (as per total premium offered in the E-AUCTION) by the bidder with a condition that the annual rental shall bear 2% escalation as prescribed per each year (from 1st April) compoundable and percentage of hike in annual rental for each quinquennium period as fixed by the VPA Board/TAMP quinquennially and as per Land policy Guidelines 2014.

(ii) It may please be noted that VPA's reserve price of Rs. 293.00 per sq.m. per annum for the year 2024-25 indicated in the tender document is valid upto 31-03-2025. The rate is subject to revision as per the SoR fixed to VPA lands by the competent authority for the quinquennium 2023 - 28 commencing from 01-04-2023 and thereafter to be revised for every five years. The successful bidder should accordingly comply to pay the revised rate with the quantum of hike quoted over the said reserve price in the tender without any protest / contest.

(iii) The successful bidder should agree to pay the SoR finalised for the quinquennium 2023-28 with 2% annual escalation as VPA reserve price with a condition that the successful bidder should agree to pay the SoR finalised for the quinquennium 2023-28 w.e.f 01.04.2023 i.e with the quantum of hike quoted over the provisional VPA reserve price.

(iv) The successful bidder shall pay lease rentals on annual payment mode [as per total premium offered in the COMMERCIAL BID) and subsequently as per auction (as per total premium offered in the E-AUCTION) by the bidder with a condition that the annual rental shall bear escalation as prescribed per each year compoundable and percentage of hike in annual rental for each quinquennium period as fixed by the VPA Board/TAMP quinquennially. In any case, the every year annual rental to be paid by the lessee shall not be less than the premium offered by the bidder (after calculating the percentage of escalation for particular year) upto the end of the lease period.

2.8 Bidders, who wish to participate will have to procure/ should have legally valid Digital Certificate, as per Information Technology Act, 2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions, a division

of GNFC Ltd, who are Leased certifying authority by Government of India. All bids should be digitally signed.

2.9 Deadline of Submission of the Bids

Bids must be received by the Lessor i.e. Visakhapatnam Port Authority in On-Line System at website <https://www.etenders.gov.in> not later than 14.00 **hours on 22-04-2025** in the event of the specified date for the submission of bids being declared a holiday by the Lessor i.e. Visakhapatnam Port Authority, the Bids will be received up to the appointed time on the next working day.

The Lessor i.e. Visakhapatnam Port Authority may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Lessor i.e. Visakhapatnam Port Authority and the bidders previously subject to the original deadline will then be subject to the new deadline.

At the time of submission of the tender document, the tenderer shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the conditions mentioned in the Port's uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

2.10 LATE BIDS

After the deadline prescribed in **Clause 2.9** the bids cannot be submitted in the On-Line System.

2.11 Modification and Withdrawal of Bids

Bidders may modify or withdraw their bids before the deadline on the website as prescribed in **Clause 2.9**

No Bid can be modified after the deadline for submission of Bids.

Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in **Clause 2.15** or as extended pursuant to **Clause 2.9** may result in the forfeiture of the Bid security i.e. EMD.

2.12 BID OPENING AND EVALUATION

Bid Opening

On the due date and appointed time, the Lessor i.e. Visakhapatnam Port Authority will first open Technical bids of all bids received including modifications made pursuant to **Clause 2.11**. In the event of the specified date for Bid opening being declared a holiday by the Lessor i.e. Visakhapatnam Port Authority, the Bids will be opened at the appointed time on the next working day.

If any Bid contains any deviation from the Bids documents and / or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly. All valid Financial Bids, whose technical bids have been determined to be substantially responsive in accordance with **Clause 2.13** hereof, shall be opened on the specified date from declaring the results of the Technical Bid.

2.13 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS.

Prior to detailed evaluation of Bids, the Lessor i.e. Visakhapatnam Port Authority will determine whether each Bid :- **(a)** has been properly digitally signed, **(b)** meets the

eligibility criteria **(c)** is accompanied by the required Bid security, and; **(d)** is responsive to the requirements of the Bidding documents.

A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one : (a) which effects in any substantial way the scope, quality or performance of the works; (b) which limits in any substantial way, the Lessor i.e. Visakhapatnam Port Authority's rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

If a Technical Bid is not substantially responsive, it will be rejected by the Lessor i.e. Visakhapatnam Port Authority, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

2.14 EXPENSES FOR BIDDING

Visakhapatnam Port Authority will not be responsible for any expenses incurred by the bidder in connection with the preparation and submission of bids.

2.15 VALIDITY OF BIDS

The bids shall remain valid for a period of **150 days** from the day of opening of commercial bid, unless extension is sought for by Visakhapatnam Port Authority and accepted by the Bidder.

2.16 Right of acceptance or rejection of any Bid

Unless the possession of the Land is offered by Visakhapatnam Port Authority with the sanction of the appropriate Authority after receipt of all payments from the Bidder, mere submission of Bid, payment of EMD and offering of premium will not confer any right or interest in favour of the Bidder for allotment of Land. Visakhapatnam Port Authority reserve the absolute right to reject any Bid at any time without assigning any reason thereto.

2.17 ALLOTMENT :

The allotment of the Land will be made to the techno-commercially qualified, highest Bidders of Land in e-tender cum e-auction and will be subject to the approval of Visakhapatnam Port Authority Board / Competent Authority. The allotments will be subject to the above terms and conditions, terms of lease deed and as per guidelines issued by the Ministry of Shipping, Government of India, from time to time.

The successful Bidder shall, within 14 days from the date of issue of the Pre-Acceptance letter by Visakhapatnam Port Authority, remit the [lease rentals as per VPA terms and conditions including security deposit amount along with the applicable taxes](#) (i.e., one year rent as advance and another two years rent as refundable security deposit and **G.S.T(SGST(9%) +CGST(9%))** at the rate as applicable time to time), (fails to do so the allotment will be liable to be cancelled and their EMD will be forfeited without any notice). Thereafter, the Visakhapatnam Port Authority will issue a letter of Allotment. The possession of the Land will be effected only after the execution of the lease deed which will have to be executed within two weeks from the date of issue of letter of allotment failing which the allotment will be liable to be cancelled and **total premium already paid, EMD & Security Deposit forfeited.**

2.18 Indemnification and Insurance :

The successful bidder shall indemnify VPA for any direct or indirect loss caused/lodged on VPA for any action, cause, accident, loss caused to any third party including officials of VPA, during the construction period and period of Lease validity. The losses related to

employees/associates etc engaged by successful bidder shall be the sole responsibility of the successful bidder. Adherence to all labour laws, rules and applicable ESI and any other applicable law of the Land and government shall be responsibility of successful bidder.

2.19 DEVELOPMENT OF LAND :

Visakhapatnam Port Authority will allot the Land on "AS IS WHERE IS" basis and the allottee shall have to develop the Land in all respects and have to make his own arrangements for water supply, drainage, electric supply etc. from the concerned authorities. The bidder may undertake a site visit, if they so desire to study the site conditions before submission of bids. The bidder has to choose their own alignment/designs/plan as per availability of Land and site conditions.

The successful bidders shall provide suitable environment protection measures upto the end of the lease period.

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 the successful bidder.

2.20 LEASE EXECUTION

The allotment of Land is for the purpose of setting up empty container yard storage facility".

The successful Bidder shall, within 14 days from the date of issue of the Pre-Acceptance letters by Visakhapatnam Port Authority, remit the lease rentals and security deposit amount along with the applicable taxes (i.e., one year rent as advance and another two years rent as refundable security deposit and **G.S.T(SGST(9%)+CGST(9%))** at the rate as applicable time to time), (fails to do so the allotment will be liable to be cancelled and their EMD will be forfeited without any notice). Upon the receipt of the premium amount, Visakhapatnam Port Authority will issue a letters of Allotment. The possession of the Lands will be effected only after the execution of the lease deeds/agreement which will have to be executed within two weeks from the date of issue of letters of allotment failing which the allotment will be liable to be cancelled and **total premium already paid, EMD & Security Deposit forfeited.**

2.21 LEASE PERIOD

Lease period shall be of 30 (thirty) years, started from date of handing over of possession and shall not be renewed (i.e., without renewal option). Final lease of Land will be subject to the Land Policy approved by Government. Land is offered on "As is where is" basis.

2.22 ALLOTMENT

Allotment will be done on premium basis quoted (as per total premium offered in the COMMERCIAL BID) and subsequently as per auction (as per total premium offered in the E-AUCTION) by the bidder in terms of the lease rentals Clause 2.7.

2.23 G.S.T :

The **G.S.T (SGST (9%) +CGST (9%))** is applicable on Annual Lease Rent.

2.24 PAYMENT PERIOD

- a) The allotments under this policy will be deemed to have been commenced from the date of handing over of the possession of the Land to the allottee only after making full payment of advance lease rentals as per VPA terms and conditions along with the applicable taxes and security deposit, being 2 years rentals, to the Visakhapatnam

Port Authority as mentioned at Clause 2.7 & 2.17. These formalities will have to be completed by allottee within a period of 14 days from the date of issuance of letters of allotment.

- b) The Lessee shall pay yearly rent within stipulated time to the Lessor (VPA) during the term of lease, without any obligation / protest. If the rent is not paid by the Lessee on the due date, it shall carry interest @ 18% per annum or any other higher rate of interest that may be fixed by the Lessor from time to time during the currency of lease period.

2.25 UTILIZATION OF LAND

- a. The Allotment of Land is only for the purpose of empty container storage yard facility.
b. If the leased Land is not utilized within two years of allotment for the purpose for which it is allotted, the lease will be terminated.
c. The Lessee shall not utilize the allotted area for other than the purpose for which it has been allotted. In case if the Lessee fails to do so, penalty will be applied.
d. Any structures proposed in the site may be planned according to the Height Restrictions. The lessee has to take necessary clearances from Airport Authority of India / GVMC / VUDA.
e. Wherever necessary, the approvals are to be obtained from the concerned authority.

2.26 Signing of the agreement

Agreement to be entered and which will be as per the copy enclosed to this tender document.

2.27 Engagement of Labour and Staff shall be sole responsibility of the successful bidder and will be as per applicable laws.

2.28 Statutory Clearances :

- (a) It would be the responsibility of tenderer/Lessee to obtain all approval and statutory clearances as required for project related facilities.
(b) The tenderer/lessee shall have to submit clearance certificates, wherever if necessary.
(c) Undertaking in this regard shall be submitted by the tenderer.

2.29 The successful tenderer/Lessee shall apply and make his own arrangement for/Water and electricity for on shore/ off shore facilities from GVMC, APSEB etc directly, for which NOC will be granted by VPA and will be facilitated.

2.30 Sewage:- Tenderer/Lessee will have to connect directly to GVMC/VPA's Sewer lines.

2.31 Security : The security arrangement for all on shore and offshore facility created / developed shall be provided by the tenderer/Lessee only.

2.32 No third party tenderer/Lessee interest allowed:

No third party tenderer/Lessee interest in the leased Land / water area shall be allowed to be created by the Lessee in any manner i.e. sublet, sublease, transfer, assignment etc. unless permitted by VPA other than outsourced vendors and outsourced service management companies engaged for the project.

2.33 The Bids shall be evaluated through the highest premium offered over and above the RESERVE PRICE (SoR) for the Land over and above the quoted minimum lease rent mentioned in the tender in clause 2.7, as per Land policy Guidelines 2014.

2.34 The allotment of Land will be governed by the Land policy Guidelines 2014.

2.35 Taxes & Duties:

The successful tenderer/Lessee shall pay all taxes (including **G.S.T (SGST (9%) + CGST (9%))**), levy, duty, etc., which they may be liable to pay to Corporation of Visakhapatnam/State of Andhra Pradesh & Government of India or any other authorities under any law for the time being in force in respect of or in accordance with the execution of lease deed and as specified elsewhere in tender documents, operation and maintenance. The successful tender shall further be liable to pay such increase in the taxes, levy, duty etc, under the existing law or which may be liable as a result of introduction of any law. Increase in taxes, levy, duty etc., or imposition of new taxes, levy, duty etc., shall not be a ground or an excuse for not complying with the formalities within the stipulated time or a ground or an excuse for extension of time for completing the lease deed. All such payments to be made by the Tenderer/Lessee are deemed to have been included/considered while quoting the tender.

2.36 The tenderer/Lessee shall treat all the documents and information received from the VPA and all other related documents / communications in confidence and shall ensure that all who have access to such material shall also treat them in confidence. The contractor shall not divulge any such information unless the VPA authorities permit this in advance in writing.

2.37 Award of lease :

The lease will be awarded to the tenderer/Lessee as per aforesaid conditions of the tender document. Final lease of Land will be as per Land policy for Major Ports 2014.

2.38 A display board regarding project details shall be displayed at site by the successful bidder/lessee.

2.39 UTILIZATION OF LAND

If the allotted Land is not utilized within two years of allotment for the purpose for which it is allotted, the lease will be terminated.

The lessee should comply all regulations and stipulations rules issued by Govt. Of India from time to time (including that of the ministry of civil aviation, Govt. of India, EMR guidelines) in this regard. Also plan approvals should be obtained from local authorities like GVMC, VUDA and NOC if required from Fire and safety etc.

Leasing of VPA premises to lessee should not be detrimental to the daily routine activities of VPA.

2.40 USE OF LAND

The lessee shall strictly use the Land allotted for the purpose for which allotted, and 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 Visakhapatnam Port Authority or to the National Security.

2.41 INSPECTION OF LAND

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

2.42 EXPIRY OF LEASE

On expiry of Lease period, the Lessee shall hand over the vacant and peaceful possession of the Land on the day of expiry of lease period and in case of sooner termination of lease / cancellation of allotment of Land, the Lessee shall hand over vacant peaceful possession of the Land 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.

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

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

After the expiry/termination 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 of particular period**, till vacant possession is obtained.

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

In future for any purpose , if VPA requires the land allotted to lessee, should handover the land to VPA within 180 days at his own cost without any excuses. In such case, as per availability VPA will provide an alternative land to lessee.

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

2.43 ADMINISTRATION OF TERMS OF ALLOTMENT :

Chairperson, Visakhapatnam Port Authority shall administer the main terms and conditions, terms of letter of allotment, rules and procedures of allotment and terms of lease Agreement on behalf of 'licensor' the Board of Trustees of Port of Visakhapatnam, Visakhapatnam Port Authority and the Chairperson, Visakhapatnam Port Authority or any officer entrusted with the duties and exercising for the purpose by powers of Chairperson shall issue all letters, notices, approvals and other communications in connection with the Land allotted including the notice of cancellation of allotment and / or termination of lease, notice of taking over the possession of the Land after cancellation of allotment and to take any suitable action under the said terms.

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

All Rules and Regulations made by Chairperson, Visakhapatnam Port Authority/Board of Trustees of Visakhapatnam Port Authority, Ministry of Shipping, 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.

2.45 LEASE AGREEMENT

The successful bidder has to enter into an agreement with the Authority at his cost duly affixing the non-judicial stamp of value of Rs.100 in the prescribed form. The tenderer/bidder shall undertake (if his tender is accepted) to enter into and execute when called upon to do so an agreement with such modifications as agreed upon. Unless and until the formal agreement is prepared and executed, this tender with the written acceptance shall form a binding contract between the Authority and the lessee.

The VPA has the rights to modify or add or alter any conditions at the time of agreement.

2.46 LEGAL JURISDICTION

The High Court of Andhra Pradesh and the Courts in the city of Visakhapatnam have jurisdiction for all legal actions arising out of this allotment through e-tender cum e-auction, subject to the Arbitration clauses.

2.47 ARBITRATION

The parties shall endeavor to settle the dispute amicably under the Chairmanship of Chairman/VPA.

If the dispute is not resolved, the case / dispute shall be resolved through the Conciliation and Settlement Committee of Independent Experts communicated by IPA vide IPA Ir. IPA / Legal / Con. committee / 2020 dated 23 – 08 – 2021.

Further the case / dispute, if not settled shall be taken up by SAROD – Ports [Society for Affordable Redressal Of Disputes – Ports] communicated vide Ministry letter No. F. No. PD-13 / 51 / 2016 – PPP cell dated 02.02.2018.

After constitution of the Adjudicatory Board under the MPA 2021, all disputes shall be referred to the Adjudicatory Board for resolution.

FINANCIAL DATA

Net Worth and turnover for last three financial years : -

S. No.	Financial Year*	Net Worth (Rs in crore)	TURNOVER (Rs in crore)
1.	2023 - 2024		
2	2022 – 2023		
3	2021 – 2022		

Note :

- 1.This is to be certified by the Chartered Accountant. **(on C.A.'s letter head)**
- 2.Copy of the Audited Annual Accounts for last 3 years to be provided.

FORM FOR APPLICATION (on firm's letter head)

TENDER FOR "Allotment of Land on long term lease annual lease rental basis of 30 years on 'as is where is' basis in Zone - Z 6, Plot (40468.60 sq.m.) near toll plaza for the purpose of empty container storage yard facility

1. Name of the Tenderer/Lessee offering the bid :
2. Address :

3. Status - Company :
- (i) Year of Establishment :
- (ii) Parent Company, if any :

4. Brief description of the project for which the Land is proposed to be leased :

5. Details of existing business, if any, with relevant details pertain to similar activity. :

6. If there is any tie-up with foreign companies, Please furnish the details :

7. Brief details of structures proposed to be Erected/constructed. :
- Details of existing business of Tenderer/Lessee
8. :
Plan for proposed facility for Development of covered storage facility/ warehousing
9. Briefing mentioning structures, methodology :

10. Likely date of commencement of your installation:

11. Likely date of commissioning of the facility :

12. Details of facilities developed if any in other Ports:

SIGNATURE OF TENDERER / bidder

UNDERTAKING BY THE TENDERER/LESSEE (on firm's letter head)

TENDER FOR "Allotment of Land on long term lease on annual lease rental basis of 30 years on 'as is where is' basis in Zone - Z 6, Plot (40468.60 sq.m). near toll plaza for the purpose of empty container storage yard facility

To
The Board of Trustees of the Port of Visakhapatnam,

I/We, M/s. _____ have gone

through the tender document carefully and hereby confirm as under:

The complete tender set uploaded through online and the same is WITHOUT any defacement, addition or Alteration as prescribed and with all the relevant Appendices and Proforma duly filled in.

I/We have submitted our tender with requisite Earnest Money Deposit lodged as described in the Clause No. _____ of tender.

I/We have not indicated anywhere in the first cover, the amount to hint the price bid.

I/We have not made any counter stipulation and conditions and I/We agree that in the event of any such counter conditions my/our tender will be summarily rejected and as such offer will not be evaluated and considered at all by you.

I/We have hereby declare that, all information furnished by me/us with this tender is true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that, my/our tender shall be summarily rejected without prejudice to the right of the Board of Trustees of Port of Visakhapatnam to take further action into the matter.

I/We have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act 1988 in connection with the bid.

Witness' _____ Tenderer/Lessee's
Signature: _____ Name: _____

Name: _____ Designation: _____

Designation: _____ Address _____

Address: _____

Tel. No.: _____

Date: _____

BID FORM 1: Covering Letter (on firm’s letter head)

Tender No. **IENG/Estate/Z 6 -Plot near toll plaza / T / 2025_DATED: 19-03-2025,**

The Chief Engineer,

Sub:- **BID for “Allotment of Land on long term lease on annual lease rental basis of 30 years on ‘as is where is’ basis in Zone - Z 6, Plot 40468.60 sq.m. near toll plaza for the purpose of empty container storage yard facility” – Reg.**

Dear Sir,

1. With reference to your Bid Document dated, I/We _____(Name of Bidder/Names of all members of the partners), hereby undertake that I/We.....(Name of Bidder/Names of all partners) have studied the whole Bid Documents carefully in addition to all other Bidding Documents, addendums, amendments, etc. and understood their contents, I/We(Name of Bidder/Names of all members of the partners) hereby unconditionally agree to abide by all provisions, terms and conditions contained therein and hereby submit my/our Bid for the aforesaid Project .

2. My/Our Bid is unconditional and unqualified.

3. I/We also agree to keep this offer open for acceptance for a period of 150 days from the date of COMMERCIAL BID opening.

4. I/We also hereby agree and undertake to abide by all the terms and conditions of the Bid Documents.

5. I/ We acknowledge that the VPA will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Developer/Lessee for the aforesaid Project and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading and all documents accompanying the Bid are true copies of their respective originals.

6. This statement is made for the express purpose of our selection as Developer/Lessee for the aforesaid Project.

7. I/ We shall make available to the VPA any additional information it may find necessary or require to supplement or authenticate the Bid.

8. I/ We acknowledge the right of the VPA to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

9. I/ We certify that in the last three years, I/we/any of the Members of our partners have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

10. I/We declare that:

a. I/We have examined and have no reservations to the Bid Documents, including any addendum issued by VPA; and

b. I/We do not have any conflict of interest, in accordance with the terms/clauses of the Bid Documents that affects the bidding process; and

c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the VPA or any other public sector enterprise or any Government, Central or State; and

d. I/We hereby certify that I/we have taken steps to ensure that inconformity with the provisions of the Bid Documents, no person acting for me/us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

e. I/We hereby certify that we are not otherwise debarred from participating in this Bid by any provision of Applicable Laws; and

f. The undertakings given by me/us along with the Proposal in response to the Bid Documents for the Project were true and correct as on the date of making the Proposal and are also true and correct as on the Bid Due Date and I/We shall continue to abide by them.

11. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.

12. I/We declare that I/We/ any Member of the Partners, am/are/ is not a Member of any other Bidder submitting a Bid for the Project.

13. I/We certify that in regard to matters other than security and integrity of the country, I/We/ any Member of firm has not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community nor is there any such investigation pending against us.

14. I/We further certify that in regard to matters relating to security and integrity of the country, I/We/ or any Member of our firm have/has not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our associates nor is there any such investigation pending against us.

15. I/We further certify that no investigation by a regulatory authority or security agency relating to security and integrity of the country is pending either against us or against our associates or against our Chief Executive Officer (CEO) / Chief Financial Officer (CFO) or any of our directors/ managers/ employees etc.

16. I/We undertake that in case due to any change in facts or circumstances during the bidding process, the provisions of disqualification in terms of the guidelines referred to above, are attracted in our case, we shall intimate VPA of the same immediately.

17. In the event of my/ our being declared as the Selected Bidder, I/ We agree to incorporate a Special Purpose Company under the Indian Companies Act, 1956 within the time specified in Bid Documents for execution of the Lease Agreement/agreements to be entered with VPA.

Bidder means A single entity or consortium of entities.

Only the entity who participated in the bid shall form an SPV and any other party who have not participated in the bid are not entitled for forming an SPV.

18. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by VPA in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

19. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Lease Agreement / Agreements with VPA in accordance with the draft Lease Agreement/Agreements has been provided to me/ us. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

20. I/ We have studied all the Bidding Documents carefully and have also surveyed the Site. We understand that except to the extent as expressly set forth in the Lease Agreement or elsewhere, we shall have no claim, right or title arising out of any documents or information provided to us by the VPA or in respect of any matter arising out of or relating to the Bidding Process including the award of Lease.

22. Our Financial Proposal is submitted through online. The price has been quoted by me /us after taking into consideration all the terms and conditions stated in the Bidding Documents, our own estimates of costs and after a careful assessment of the Site and all the conditions that may affect the Project Cost and implementation of the Project.

23. I/ We agree and understand that the Bid is subject to the provisions of the Bid Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Lease is not awarded to me/us or our Bid is not opened or rejected.

24. I/We declare that the information stated above and in the aforementioned attachments is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient for VPA to reject our Bid

25. I/We, the Partners agree and undertake to be jointly and severally liable for all the obligations of the Lessee under the Lease Agreement/other agreements.

26. I/We or any of the Directors of my/our company/Member of the partners or any or my/our employee has/have not retired as Gazetted Officer/ Class 1 officer within 2 years of the date of submission of the bid and/or taken permission from the President of India for taking employment under me/us, becoming partner, Director in my/our company or taking this contract. In witness thereof, I/ we submit this Bid under and in accordance with the terms of the Bid Documents.

Yours faithfully,

Date:

Place:

Seal of the Bidder/ (Signature of the Bidder/Authorized Signatory) (Name and designation)

Encl: 1. Checklist of Documents submitted by us

2. Other documents as per prescribed formats

Note: 1.Strike out whichever is not applicable if the bidder is not an individual.

2. In case Para 26 above is not complied, details of such persons is to be enclosed.

BID FORM 2: General Information about the Bidder (on firm's letter head)

Tender No: **IENG/Estate/Z 6 - Plot near toll plaza / T /2025, DATED: 19-03-2025**

Name of Project:- "Allotment of Land on long term lease (annual lease rental basis) of 10 years on 'as is where is' basis in Zone - Z 6, Plot (40486.80 sq.m.) near toll plaza for the purpose of empty container storage yard facility"

1. Full Name of the Bidder / Partners: (in Block Letters)

2. Bidder's Constitution (for example Public Limited Co. / Pvt. Ltd. Co./LLP/Coop Society/ Authority/Individual)

3. Bidder's Registered Office and Place of Business and branch office(s) in India, if any, or Residence

4. Bidder's Telephone No.

Fax No.

E-mail address

5. Name & Address of Directors/Partners/of the Company (Provide names, office & residential addresses, telephone nos, fax nos, email, Profession / Business engaged in etc.)

6. Profile of the Bidder giving details of current activities, background of promoters and management structure including evidence of incorporation and proposed role and responsibilities in this Project, brief description of its main lines of business, details of current activities, Country of incorporation.

7. Details of individual(s) who will serve as the point of contact/communication for the VPA

(a)Name:, (b)Designation: ,(c)Company:,(d)Address:,(e)Telephone Number:

(f)E-Mail Address: ,(g)Fax Number:

8. Particulars of the Authorised Signatory of the Bidder, if any

(a)Name: ,(b)Designation: ,(c)Address: ,(d)Phone Number:

(e)Fax Number: ,(d)E-Mail Address

9. Particulars of the Bank details, for Transaction purpose with VPA, if any

(a) Bank Name & Address with IFSC Code (b) A/c No. & type of account

Note:

1. In case of foreign company (ies), the same must be incorporated under the laws of the country of registration.
2. Certificate of Incorporation or equivalent of such foreign company should be either certified by the statutory auditor of the company or the Company Secretary.
3. All information required in terms of this Form shall be given in respect of each of the Members of the Partners.

Instructions to bidders for online e-bid submission through e-tendering and e-procurement

The Visakhapatnam Port Authority (VPA) is following e-procurement and e-tendering system from 1st January 2011. The port has adopted the software of NIC for this purpose. The bidders are requested to note these changes and make themselves ready for e-procurement and e-tendering.

The following instructions are to be followed for online submission of bids by the bidders:

1. Bidder should do the registration in the tender site <https://etenders.gov.in> using the option available. Then the Digital Signature registration has to be done with the e – token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as SIFY (www.safescrypt.com)/ Tata Consultancy Services (www.tcs-ca.tcs.co.in) /Code (www.ncodesolutions.com) etc.
2. Bidder then login to the site through the user id/ password chosen during registration.
3. The e – token that is registered should be used by the bidder and should not be allowed for misuse by others.
4. The Bidders can update well in advance, the documents such as certificates, purchase order details etc. under My Documents option and these can be selected as per tender requirements and then send along with bid documents during bid submission.
5. After downloading / getting the tender schedules, the Bidder should go through them carefully and submit the documents as asked, otherwise, the bid will be rejected.
6. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account of the corrigendum's published before submitting the bids online.
7. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/rar/dwf formats. If there is more than one document, they can be clubbed together.
8. Bidder should get ready the EMD as specified in the tender. The original should be posted/couriered /given in person to the Tender Inviting Authority, within the bid submission date & time for the tender.
9. The bidder should read the terms & conditions and accepts the same to proceed further to submit the bids.
10. The bidder has to submit the tender document online, well in advance, before the prescribed time to avoid any delay or problem during the e-submission process.
11. After the bid submission, the acknowledgement number, given by the e – tendering system, should be printed by the bidder and kept as a record of evidence for online submission of the bid for the particular tender.
12. The details of the Earnest Money Deposit document submitted physically to the Dept and the scanned copies furnished at the time of bid submission online should be the same, otherwise, the Tender will be summarily rejected.
13. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced, during the submission of bids online by the bidders at their end.
14. The bidder should submit the bid documents by online mode, through the site <https://etenders.gov.in> to the TIA as indicated in the tender.

15. The tendering system will give a successful bid updating message after uploading all the bid documents submitted & then a bid summary will be shown with the bid no , date & time of submission of the bid with all other relevant details. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.

16. Bidder should log into the site well in advance for bid submission so that he submits the bid in time i.e. on or before the bid submission end time. If there is any delay, due to other issues, bidder only is responsible.

17. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2 MB, it cannot be uploaded. However, if the file size is less than 1 MB, the transaction uploading time will be very fast. The total size of the documents, put together, should be less than or equal to 12 MB.

18. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

19. The bidder should submit the relevant documents asked against the technical and financial cover portions and in case of irrelevant documents, the bid is liable for rejection.

20. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e –Procurement system. The bidders should follow this time during bid submission.

21. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during the bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individuals.

22. The confidentiality of the bids is maintained since the secured Socket Layer 12 B bit encryption technology is used. Data storage encryption of sensitive fields is done.

23. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.

24. Bidder can resubmit the bid as many times as possible within the Bid Submission end date and time.

25. Bidder can withdraw the bid submitted online within the bid submission end date and time, and the withdrawn bid can't be resubmitted.

26. For any clarifications on the e-Procurement system, please contact Visakhapatnam Port Authority e-procurement cell by mail/phone/in person.

GENERAL CONDITIONS

The Lessee shall strictly follow the Terms & Conditions

1. In addition to the Lease fee, the Lessee shall pay the **G.S.T (SGST (9%) + (CGST (9%))** and other taxes as per the prevailing rate from time to time.
2. The Security Deposit will be refunded without any interest after the expiry of the Lease period, if there are no dues recoverable from the Lessee. The Authority reserves its right to forfeit the Security Deposit fully or proportionately against the dues if any payable by the Lessee. If the Security Deposit is not sufficient to meet the dues from the Lessee, the Authority will invoke the Section 30 of the Major Port Authority Act, 2021 for the recovery of the dues.
3. The Lease shall come to an end on the expiry of Lease period. The Lessee must surrender the Land area in vacant condition on the expiry of the Lease period failing which the security deposit shall be forfeited and the port shall take possession of the Land area with the cargo if any. Port shall dispose off the cargo and shall get the credit for such disposal.
4. In the event the Lessee desires to terminate the Lease (pre closure), the Lessee has to give three months prior notice. After the notice period of three months, the Lease shall come to an end. In this event, VPA reserves its right to float further tender process within the notice period of pre-closure.
5. In the event of the allotted Land area is required by the Port, the Lessee shall handover the Land area within 180 days from the date of issuance of such Notice to the Lessee by the Port to vacate the allotted Land area. In case of failure to vacate and handover the Land within 180 days of notice period, it will declared as " unauthorized occupation by the Land holder" and penal charges at three times of Lease fee will be levied from the date of notice till vacation and handover of the Land and part surrender will not entertained in such cases.
6. There shall be no sub-let or transfer of lease. Subletting of Land area shall be considered as a default and the allotment shall be cancelled & security deposit forfeited on account of this. Further the Port shall levy UAO penalty not exceeding 3 times the annual Lease rent (i.e., highest quoted rate) further every months occupation till the Land is vacated and handed over to VPA (besides the Port shall take action under the provisions of Public Premises (Eviction of unauthorized occupants) Act, 1971).
7. The Lessee shall not utilize the allotted area for other than the purpose for which it has been allotted. In case if the Lessee fails to do so, penalty as per Para-6 will be applied.
8. The Lessee shall not put up any permanent structures on the Leased area. With the prior permission of the Authority, the Lessee can erect temporary structure in the Leased area. The Lessee shall remove any temporary structures erected on the Leased area and restore the Land area to its original condition at the expiry / termination of the lease. If the Lessee fails to restore the Land area to its original condition, the Authority will arrange to remove such temporary structure at the cost, risk and responsibility of the Lessee.
9. With the prior written permission from the Authority, the Lessee can use the allotted Land area as Private Bonded area. The Lessee shall produce the Customs certificate treating the area as Private Bonded Area. If it is found by the Port Authorities that the allotted Land area is being used as private bonded area without prior written

- permission from the Authority, the Authority, shall, in addition to the fees leviable for such Land area, levy such penalty of three times of the annual Lease rent.
10. The Lessee shall utilize only the allotted area. The Lessee shall not construct or put up any building, erection without written permission of the Visakhapatnam Port Authority. If the Lessee does any construction (temporary/permanent) without the permission of V.P.T, it shall be considered as a default and the security deposit shall be forfeited and the Lease shall be cancelled immediately. The port shall take possession of the Land area and the cargo therein. The port shall dispose off the cargo and shall get the credit of such disposal.
 11. If any encroachment of Land is noticed, the Lessee shall vacate the encroachment within 24 hours from the time of intimation by the Port failing which treating as UAO **penalty at the three times the annual lease rent of particular period** in addition to the Lease rent and the cost of rectifying damages caused to the Authority's properties for the encroached area shall be levied till the encroachment is cleared. If the penalty amount is not paid within 15 days time of notice served on them, then the Lease shall be cancelled immediately. The port shall take possession of the cargo therein. The port shall dispose off the cargo and shall get the credit of such disposal.
 12. After the expiry / termination / termination of Lease or forfeiture of Lease on account of change of user agreement, etc., if the Lessee continues to occupy it unauthorisedly he shall be treated as a trespasser and an unauthorized occupant and the port in addition to usual of the premise Lease fee, the Lessee shall be liable to pay, **penalty at the three times the annual lease rent of particular period** in addition to the Lease rent.
 13. The Lessee shall give the Port Authority Fire Service the right of unrestricted access to the said Land area in the case of any fire or natural calamities in the allotted Land area.
 14. The Lessee shall have to follow all the safety and pollution control norms as may be prescribed by the competent authority of the Port from time to time.
 15. The Lessee shall not keep any materials of dangerous nature or keeping of any material which may contravene any act or local regulations in the said Land area allotted to him.
 16. The Authority shall not be liable for any damage, theft or loss of cargo/material by any cause what so ever in the said Land area to the Lessee.
 17. The Lessee shall fix the Name Board Measuring 4 x 3 Ft. inscribing (a) name of the firm/ office address/ contact number (b) Measurement of Land area (c) Date of allotment and (d) expiry of lease, in the allotted area.
 18. In respect of all charges/penalty to be levied by the Authority, the decision of the Chairperson / Visakhapatnam Port Authority Board shall be final.
 19. Any change in the name and constitution of the Lessee's firm shall be with prior permission of the Visakhapatnam Port Authority, the Licensor and shall in no way affect the terms of agreement.
 20. The Lessee shall strictly adhere to the measures pronounced from time to time by the statutory authorities like Pollution Control Board/Dock Safety / Customs / Rules and Regulations of Visakhapatnam Port Authority. General instructions issued by the licensor pertaining to Port operations from time to time shall be strictly followed by the Lessee. In the event the Lessees neglect to comply with such rules or directions, the licensor will issue notice to the Lessee to follow the general instructions issued by the licensor. If the Lessee continues to violate the rules/directions, then licensor may terminate the Lease and security deposit shall be forfeited.

21. If any damages caused by Lessee to the above accommodation during the period of occupation, Lessee are also liable to pay the rental charges besides payment of cost of damages till the date of completion of the repairs/ damages since Port cannot allot the same to any others until completion of damages.
22. If any damages occurred in the above Leased area, Lessee should intimate the Port Authority immediately in order to take precautionary measures and also to prevent further damages under safety aspects.
23. VPA reserves the right to cancel the e- auction at any stage prior to the signing of the Lease Agreement. VPA shall not be liable to pay any compensation to the bidder for any loss that they may incur due to such cancellation.
24. **Power of Attorney**
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.
25. The following documents are to be submitted along with the technical bid
 - a) Copy of PAN CARD / in the case of foreign bidders, a similar account with its Income tax Department or a similar certificate by whatever name.
 - b) G.S.T certificate, as per applicability of the firm.
 - c) Undertaking of non-pendency of mutually admitted port dues.
 - d) The technical bid i.e., tender documents including amendments if any, are required to be submitted through online, duly sealed and signed at each page.
 - e) 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 along with certificate of incorporation.
 - f) Power of Attorney in favour of the person signing the application and undertaking on behalf of the firm.
 - g) An undertaking to the effect that no change has been made in the tender documents and they have not been banned /de-listed/blacklisted by any Govt. Authorities in last 3 years on the bid submission date.
 - h) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and dispute particulars and amount, thereof.
 - i) Undertaking that wherever necessary, statutory clearances will be obtained from the concerned authority, and submitted by the tenderer.
 - j) The tenderer shall submit a declaration that he or she is not related to any Officer of Visakhapatnam Port Authority or any officer of the rank of Assistant Secretary or above in the Ministry of Transport, Government of India. The Contractor should give a declaration along with his tender about the name of the relatives, who are employed as Non-gazetted officers in the Port Authority.
Also the tenderer/bidder shall have to submit a certificate that their Firm / Company does not have any relationship (direct / indirect) either personal / commercial with any of the existing Trustees of VISAKHAPATNAM PORT AUTHORITY.

- k) The tenderer should give an undertaking letter that the documents submitted by them are genuine documents. If any forged / fake documents are submitted by the tenderer, VPA have right to ban the business dealing of the firm with VPA and EMD / SD shall be forfeited apart from blacklisting / other legal issues.

TERMS AND CONDITIONS

1. If lessee fails to arrange payment of advance rent/ provisional rent/ Security Deposit / Premium etc., as applicable together with **G.S.T (SGST (9%) + (CGST (9%))** within a period of 14 days from the date of receipt of the allotment Order and Accept the conditions, the offer of allotment would automatically stands cancelled without any further intimation.
2. The area to be handed over shall be as per actual on ground subject to Joint survey as the sanction under your occupation.
3. Annual rent shall be paid in advance on or before 1st April of each year whether formally demanded or not to the F.A & C.A.O/VPA, Visakhapatnam. Ordinary cheques will not be accepted.
4. Service charges as applicable from time to time, on the annual rental value of Land and building (structures) towards facilities like main approach road, main drain and street lighting provided by VPA subject to the revision periodically shall be payable along with the rent.
5. The lessee shall adhere to the development Control Zoning Regulation/Building bye-laws and rules of VUDA in respect of the structures proposed to be constructed in the leased premises.
6. Any Telephone, Telegraph electric, water supply, sewage or other lines or underground cable crossing or passing through the site shall be shifted or removed or altered by the lessee at his own cost.
7. The lessee shall be responsible for obtaining the approval of the competent authority for the explosive license and confirming to the explosive act or rules etc.
8. The lessee shall approach the State Electricity Board for its bulk requirement of electric power.
9. All rates, taxes, service charges cesses, surcharges non-agricultural Land assessment and out goings levied either by the State Government / Central Govt. or any local authority now payable or hereafter become payable shall have to paid for by the lessee without any contest / protest.
10. The lessee shall have to keep the Land in good conditions and also to allow the lessor's Officers to enter upon the Land to view the state thereof.
11. The lessee shall not set up rights of occupancy in the Land.
12. The lessee shall strictly adhere to and take all necessary steps for proper up keep of sanitary conditions and maintenance of hygienic environment in and around the leased premises and abide by the decision of the medical authorities of the Port Authority in all matters concerning public health and sanitation.
13. The lessee is responsible for removing objectionable material and objects or goods for taking steps to remove foul smelling matters if any from the premises to the satisfaction of the Medical Department of the Port Authority.
14. All necessary anti-malarial work within the leased premises shall be the lessee's responsibility.
15. Any change in the constitution or business of the lessee shall be notified to the Port authorities.
16. The lessee shall submit the Memorandum and Articles of Association of the company together with a power of the attorney for the person(s) the local authorized agent who actually signs the documents and take over possession of the Land on behalf of the company.
17. Any additions or alteration to the buildings or structures either externally or internally shall not be made without the consent in writing of the competent authority of VPA.

18. Scrutiny Charges in respect of plans to be approved by the lessor shall be paid by the Lessee.
19. The Chairperson / VPA on behalf of the VPA Board is the authority for all the matters concerning this lease.
20. It shall be the lessee's responsibility to change divert, alter, modify, construct any surface water works drains or nullahs which are either within the leased or situated outside the leased premises at the cost of the lessee but effected by the lease of the Land as required and or approved by the Port Authorities.
21. That the lessee shall observe and confirm to all such Rules and Regulations of the Port Authority as may be of general applications and as shall for the time being and or remain in force and also all such regulations of similar applications as may be enacted or enforced from time to time by VPA or any other legally constituted Authority which may during the period this lease have jurisdiction regarding Land of the work herein comprised or any part thereof.
22. That the lease shall not affix or display or permit to be affixed or displayed any sign board, sky signs or advertisement painted not connected with the lease on the said demised Land or any part thereof or on the roof or external walls of any building or erection of the time being thereon any permanent or temporary attachments to any such roof or external walls.
23. That the lessee shall indemnify the lessor against any damage to any property adjacent or neighbouring to the demised Land suffered by the lessor or any one claiming through him as a result of any fire or accident occurring in the demised Land or any other cause irrespective of the consideration whether such fire accident occur under circumstances beyond the control of the lessee or not excepting through force majeure.
24. The lease contract shall be governed by the laws of Republic of India and shall be governed by MPA Act of 2021.
25. Any Railway Sidings, roads, bridges, culverts, drains are required to be altered remodeled or constructed to suit the lease of Land shall be done by the lessee or if done by the Port Authority, it will be at the lessee's cost as per rules in force.
26. The lessee shall not encroach upon the nearby Port Land in any way, and the lessee should construct boundary pillars at all corners immediately after taking over the Land till the boundary wall is finally constructed. Any encroachment if made by the lessee, besides eviction, penal rent at thrice the normal rate will be charged and the lease shall be liable for cancellation.
27. The lessee shall obtain permission from the Dy. Controller of Explosives etc., and follow the fire safety rules as per standards as may be prescribed by the competent authority.
28. The Lessee shall provide necessary fire fighting arrangements and all constructions are to be with the non-inflammable materials only.
29. No damage shall be caused to the property of Visakhapatnam Port Authority and other organizations or structures nearby or whatsoever and if any damage is caused, the lessee shall be responsible for the same.
30. The lessee shall throughout the said term keep all and every building or buildings already erected or which may be erected on the said Land excluding foundation and plinth insured in the joint names of the lessor and of himself to the full insurable values thereof against lease or damages by fire and all other risks with any nationalized Insurance Co. of India, and will produce the current year's receipt for the premium of such Insurance's to

the lessor. In default, the lessor shall be entitled to insure at Lessee's expense and recover the cost as rent as aforesaid and the lessee shall also as often as the buildings which are (or) shall be erected upon the said Land or any part thereof shall be destroyed or damaged by fire or otherwise layout under the direction of Dy.C.E. all the moneys which shall be received by virtue of any such Insurance in re-building or repairing the premises destroyed or damaged if such moneys shall not be sufficient for re-building and re-entering the same the lessee shall at his own cost re-build or re-instate the said buildings under the directions and to the satisfaction of lessor's Dy.C.E. and whenever during the said term and Said buildings or any part thereof respectively shall be destroyed or damaged whether by fire or hurricane or otherwise the lessee shall reinstate the same under the direction and to the approval of the lessor or its Dy.C.E. or other Officer appointed in that behalf and will continue to pay the rent hereby reserved as if no such destruction or damage by fire hurricane or otherwise had happened.

31. No blasting operations will be permitted without the express permission of the lessor/VPA for rock excavation in foundation etc.
32. All catch water and storm water drains, culverts etc., shall be provided by the lessee at their own cost wherever necessary.
33. No obnoxious gasses or water, which are detrimental to human health should be let out into the air or water or ground un-treated.
34. The Land will be leased on "as is where is basis" and the lessee should make its own arrangements for leveling grading etc., with its own cost.
35. After the expiry of the term of lease the Land has to be handed over without any notice from the Port Authorities in good condition removing all the structures and filling in trenches and excavations.
36. Any deviation or re-routing of pipe line if required in future in connection with the developmental activities of VPA or for any other public purpose , the same shall be done by the lessee at their cost.
37. All drains in the lease premises shall be covered as per the requirement of the Dy.C.E. , Visakhapatnam Port Authority and lead into the place as directed by the Dy.C.E., Visakhapatnam Port Authority.
38. Any other conditions that the Port Authority may impose from time to time will have to be observed during the period of lease.
39. The site leased should be enclosed with pucca compound wall or fence all-round within 6 months from the date of handing over of the site. The bottom most footing of the compound wall should be within the boundary limits of Land leased to lessee for which the plans shall be approved by the statutory authorities like GVMC / VUDA before construction is taken up.
40. The lessee has to adhere to the buildings byelaws of the Port Authority and a clear Land of 3 mtrs. (10 sft.) should be left vacant all-round from the inside of the compound wall.
41. Gates / Doors provided for in the compound wall should not be made to open outside the lessees leased premises and no projections should be made on all-round of verandahs,

- balconies or sun-shades or for other purposes beyond the boundary limits of Land leased to the lessee.
42. The incinerators, if any should be at the North East of lessees Land.
 43. No residential accommodation will be permitted.
 44. Only septic tank at latrines should be constructed.
 45. That the lessee shall make its own arrangements for fresh water for drinking purpose and other domestic use of the lessee.
 46. The lessee should not construct any structures either permanent or temporary nature on the Land leased by the Port Authority except for the commercial purpose of implementing the Project and accordance with the agreement without obtaining prior approval of the GVMC / VUDA authorities etc.
 47. The lessee should develop greenery in 10% of the area allotted under anti-pollution measures and the lessee should take all precautionary measures not to pollute the surroundings. The lessee shall obtain all statutory clearances as may be required by Law.
 - 48. The successful bidder should agree to pay the SoR finalised for the quinquennium 2023-28 with 2% annual escalation as VPA reserve price with a condition that the successful bidder should agree to pay the SoR finalised for the quinquennium 2023-28 w.e.f 01.04.2023 i.e., with the quantum of hike quoted over the provisional VPA reserve price.**

Specimen copy

Name of the work: Allotment of Land on long term lease annual lease rental basis of 30 years on as is where is basis in Zone – Z6, Plot (40468.60 sq.m) (Ac.10.00) near toll plaza for the purpose of empty container storage yard facility

NIT No: IENG/Estate/Z 6 – Plot near Toll Plaza/T/2025, Dt. 19-03-2025

COMMERCIAL BID / BOQ

Sl. No.	LOCATION	AREA	Unit	RESERVE PRICE	Amount quoted by the bidder (Reserve Price + Premium offered over and above the reserve price (in Figures only)	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	13	53	55
1	Plot near toll plaza area in Zone – Z 6, (as per sketch No. VPA/EST/SK/42/2024)	40,468.60	Sq.M	293.00			

NOTE :

- a. The successful bidder shall pay lease rentals on annual payment mode [as per total premium offered in the COMMERCIAL BID) and subsequently as per auction (as per total premium offered in the E-AUCTION) by the bidder with a condition that the annual rental shall bear 2% escalation as prescribed per each year (from 1st April) compoundable and percentage of hike in annual rental for each quinquennium period as fixed by the VPA Board/TAMP quinquennially.
- b. The successful bidder should agree to pay the SoR finalised for the quinquennium 2023-28 with 2% annual escalation as VPA reserve price with a condition that the successful bidder should agree to pay the SoR finalised for the quinquennium 2023-28 w.e.f 01.04.2023 i.e with the quantum of hike quoted over the provisional VPA reserve price.
- c. Wherever necessary, the approvals are to be obtained from the concerned authorities.

**SIGNATURE OF BIDDER
NAME AND ADDRESS OF THE BIDDER**

Date
Place

LONG TERM LEASE AGREEMENT

THIS INDENTURE MADE ON THE _____ DAY OF _____ Two thousand and _____ between the Board of Trustees of the Port of Visakhapatnam, a body corporate, duly constituted under the Major Port Authority Act, 2021, represented by Sri S/o. Sri _____ Dy. Chairperson/VPA and having its Head Office at Visakhapatnam in the State of Andhra Pradesh, hereinafter referred to as "The Lessor", which expression shall unless excluded by or repugnant to the context be deemed to include its successors or permitted assigns of the one part and _____ represented by its Sri _____ S/o _____ hereinafter called "THE LESSEE", (which expression shall unless excluded by or repugnant to the context be deemed to include the Company named above, its successors and permitted assigns) of the other part.

Whereas the Lessee has applied to the Lessor vide letter dated _____ to grant them the right to have the lease hereinafter mentioned of the piece of Land at Visakhapatnam in portions of Survey _____ of _____ village hereinafter described, belonging to the Lessor and the Lessor has acceded to such application vide its letter No. _____ dt. _____ upon the terms and conditions hereinafter set forth and whereas the Lessee has Paid an amount of Rs. _____ vide Cash receipt No. _____ dt. _____ in the Office of the Financial Advisor & Chief Accounts Officer, of the Lessor as rent in advance for one year from the date of taking possession of Land on the day of registration of the lease deed and has also deposited with the FA & CAO of the Lessor a further sum equivalent to one year's rent of Rs. _____ vide C.R. No. _____ Dt. _____ towards refundable security deposit which will be kept and will be refunded at the end of the lease after the Land is handed over back to VPA in good condition. (This security deposit amount does not carry any interest) and also paid an amount of Rs. _____ equivalent to one year's rent as premium under C.R. No. _____ Dt. _____ and agreed to meet the expenses of this lease and other costs and expenses of drawing, engrossing and completing the Lease Deed as prepared and by the Lessor and registering the same and whereas the Lessor put the Lessee into possession of the piece of Land or parcel of Land described hereunder on the date of registering the lease deed and whereas the Lessee according to the specifications approved Board of Trustees of the Lessor and certified by the Dy. Chief. Engineer/Delegated authority of the Lessor intends to build structures like office buildings, storage sheds/facilities connected with lease, drains, sewages etc., in a substantial and workman like manner with new and sound materials with the written permission of the Lessor and according to the approved specifications and to the satisfaction of the Dy. Chief Engineer/Delegated authority of the Lessor all of which are for the purpose of and use as _____ and the said structures and buildings are intended to be demised for use and occupation as a _____ and for no other purpose whatsoever but subject to the terms and conditions in that respect hereinafter contained. If the Lessee violates

the condition and chooses to utilize the premises for other purpose /(s) the lease is liable for termination, in which case the lessee is not entitled for any type of compensation whatsoever.

Now this indenture Witnesseth that in pursuance of the above said agreement and in consideration of the advance rent of Rs. _____ paid to the Lessor as aforesaid and of the rent hereby reserved and the covenants and agreements on the part of the lessee hereinafter contained, the Lessor doth hereby demise unto the Lessee, all that piece or parcel of Land situated in Survey No. _____ of _____ village in the Registration Sub-District of Visakhapatnam/ Gajuwaka / Dwarakanagar containing by admeasurements Acres/Sq.yds. _____ or hectares _____ or thereabouts bounded as follows:

That is to say:

On or towards the North by :
On or towards the South by :
On or towards the East by :

AND

On or towards the West by :

Premises are registered in the records of the Harbour Survey No. _____ of _____ village and are situated in the Registration Sub-District of Visakhapatnam/Gajuwaka/Dwarakanagar which said premises hereby demised are delineated and more particularly described in the plan there-of drawn and annexed hereto in Drawing No. _____.

Together with the buildings and erections new erected and built thereon by the Lessee and all rights easements and appurtenances belonging to the said premises except and reserved to the Lessee and his past and future assigns and owners or occupiers of adjoining part of the said estate the right to make all such arrangements in upon under or through the Lands and buildings hereby demised in any manner the Lessor, its Dy. Chief Engineer may consider expedient as necessary for the purpose of running of water and soil from adjoining Lands and Buildings now or hereafter to be erected thereon and to make connection with pipes etc., for the purpose . PROVIDED ALWAYS that the Lessee shall not be entitled to any right to access or light or air to buildings erected or to be erected on the Land hereby demised which would restrict or interfere with the free use of any adjoining neighboring Land for buildings or other purpose s and further that no estate or interest in the soil of the roads etc., adjacent to the Land hereby demised is or shall be deemed to be included in this demise. TO HOLD the said premises unto the Lessee, their executors, administrators and assigns for a term of _____ years from the date of handing over premises on the date of registering the lease deed. The lease shall not be automatically renewable. Excepting and reserving unto the Lessor all mines, mineral substances of every description in or under the premises hereby demised with full right and liberty at all times to do all acts and things which may be necessary or expedient for the purpose of searching for digging, working, obtaining removing and enjoining, the same making the Lessee reasonable compensation for all damages done.

YIELDING AND PAYING for the said Land and premises during the said term rent at the the rate _____.

The annual rent will be Re. _____ - per sq.mtr. per annum up to 10 years (with an escalation of 2% (Compoundable) every year payable) from the date of handing over of the Land payable yearly in advance in one installment on or before 1st April of each year, whether the rent

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is legally or formally demanded or not. The yearly rent shall be paid only through D.D. good for payment.

The rent will be at the industrial / commercial rate of Rs. _____ per Sq. mtr/per annum upto _____ with an escalation of 2% (Compoundable) every year payable yearly in advance in one installment on or before 1st April of each year, whether the rent is legally or formally demanded or not. The yearly rent shall be paid only through D.D. good for payment.

And thereafter revised rent **for every 10 years Quinquennial valuation shall be revised, however, to the condition that the annual rent shall not at any stage be less than the preceding years rent.** The lessee shall not question the valuation so made and shall abide by the fixation made by the Lessor thereon. The Lessee shall be liable to pay the lease rent at a higher rate whenever the schedule rates are revised upwards. AND ALSO YIELDING AND PAYING TO THE LESSOR on demand by way of additional rent a sum equal to the amount the Lessor may pay from time to time for insuring the demised premises under powers hereinafter provided. AND ALSO YIELDING AND PAYING UNTO the lessor in the event of and immediately upon the said term being determined earlier by re-entry under the provision hereinafter contained, a proportionate part of the said rent upto the day of such re-entry shall be final and binding on both the parties.

And the Lessee doth hereby covenant with the Lessor as follows:

1. That the Lessee during the said term of lease will pay at the Office of the Lessor at Visakhapatnam the yearly rent hereinbefore reserved without any protest or whatsoever upon the days and in the manner aforesaid. If the rent is not paid on the due date, whether legally or formally demanded or not it shall carry interest @ 18% per annum or any other higher rate of interest that may be fixed by the Lessor from time to time during the currency of lease period and informed to the Lessee and the same is treated as part of rent and even if interest is not paid as the same is treated as part of rent, condition No.1 of General Provision also shall apply.

2. That the Lessee will also pay all rates, taxes, service charges, payable to the Port trust, on-agricultural Land assessments and any other assessments or outgoings now payable or hereafter become payable either levied by the Central/State Government or by the local authorities etc., in respect of the said premises and any buildings and service charges, payable to the Lessor for the time being standing on the said piece of Land or any part thereof and any buildings or structures etc., that may be constructed in future thereon. If the rates, taxes, service charges, assessments or outgoings etc., are not paid on the due dates, the outstanding amounts shall carry interest @ 18% per annum or any other higher rate of interest that may be fixed by the Lessor from time to time during the currency of the lease and informed to the Lessee and the interest will be treated as part of rates, taxes, service charges, assessments etc., and even if this interest is not paid as the same is treated as part of rates, taxes, service charges, assessments etc., Condition No.1 of General provisions also shall apply.

3) That the Lessee at his own expense complete and finish fit for habitation and use of the said buildings with all requisite and proper walls, fences, sewers drains and other conveniences thereon within 12/18/24/36 calendar months from the date of these presents or within the

COVENANTS
BY THE
LESSEE

TO
PAY
RENTS

TO PAY
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further time as the Lessor may grants. If the Lessee fails to create the facilities as mention above, the lease is liable for termination without any notice.

4) That the Lessee will not add to or alter the said buildings and conveniences either externally or internally without the previous consent in writing of the Lessor/Board of Trustees / Dy. Chief Engineer (delegated authority) on such terms which consent may either be with-hold or may be given by the Lessor on such terms (including the payment of enhanced rent or of a fine or premium by the Lessee) as he shall in his discretion (which shall be final and binding on the Lessee) think fit PROVIDED that plans, sections, elevations, and specifications (and if of steel or reinforced concrete construction calculations) for the construction of any additional building and convenience or for any intended alterations thereto which shall have been prepared by an Engineer/Architects/Town Planners and shall indicate the figures the lengths, breadths and thickness of walls, floors and scantlings of timber and state the description of the materials to be used, shall have been submitted to and be approved by the Lessor/the Board of Authorityees / Dy. Chief Engineer (delegated authority) in writing before any such addition or alteration is commenced and that a copy of every such plan and specifications shall if required be signed by the Lessee and delivered to the Lessor and every such plan and specifications shall be strictly adhered to except so far as sanctioned in writing to any deviation there from shall be given by the Lessor/the Board of Trustees / Dy. Chief Engineer (delegated authority) AND PROVIDED that in making any such additions or alterations as aforesaid all such directions as may be given by its Dy. Chief Engineer of the Lessor shall be promptly complied with and PROVIDED FURTHER that upon receiving notice that any additions or alterations to the said buildings and conveniences or any portion thereof are not being constructed to the satisfaction of the Lessor/the Board of Trustees or Dy. Chief Engineer (delegated authority) the Lessee will thereupon rectify the works of such portion thereof as may be necessary in accordance with such notice, PROVIDED ALSO that all such notices consents and approvals to be given under this lease shall be in writing and (save as to such notices as are herein otherwise provided for) shall be signed by the Chairperson or by the Dy. Chief Engineer or any person nominated by him for the time being as the case may be and all such notices shall either be delivered to the Lessee or be sent to him at his usual or last known place of residence or business in Visakhapatnam or shall be left on the said premises hereby demised.

5) That the Lessee will both in the completion of the said buildings and conveniences and at all times during the continuance of this demise observe and confirm to all such rules and regulations of the Lessor as shall for the time being be made or remain in force and also such rules and regulations as may be enacted or enforced by the Lessor from time to time which may during the period of this lease have jurisdiction regarding Land or building over the Land herein comprised or any part thereof.

6) That the Lessee will at their costs and expenses make all drains on the said premises to the satisfaction of the Lessor and lead all such drains into any drains or sewers which are or may be hereinafter constructed in any street adjoining the said premises accordingly as he may be directed by the Lessor and in connection with such drains the Lessee shall set up construct and make all pipes, manholes, covers, inspection pits, traps, vents, gratings and such other like things as may be necessary and the Lessee shall whenever called upon by the Lessor, aforesaid

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make and do all such alterations in the said drains, pipes, manholes and other things as necessary.

7) That the Lessee will not during the continuance of this demise make or allow any door on the said premises to open outwards and will not make or allow any projection on account of verandahs or sunshades or for other purposes over any boundary of the premises hereby demised.

8) That the Lessee will at their own expenses provide, maintain and keep in good repair and cleanse the drain sewers and gutters leading from the said buildings and premises latrines and privies and all pipe, manhole, covers, inspection pits, traps, vents grating and such other like things as aforesaid in such manner as they may require without requiring any notice in that behalf from the Lessor or any other person or persons whomsoever or as may be required by the Lessor.

9) That the Lessee shall during the said term hereby granted at their own expense when need shall required and whether called upon by the Lessor so to do or not well and substantially repair support pave cleanse and keep in good and substantial repair (including all usual and necessary internal and external painting, colour and white-washing) to the satisfaction of the Lessor or its Dy. Chief Engineer the said premises and buildings and the walls, pavements, drains and fences thereunto belonging and also fixtures and additions thereto.

10) That the Lessee shall permit the Lessor or its DY. Chief Engineer and all workman or others employed by the Authority at any time when occasion shall require during the term hereby granted in the day after twenty-four hours previous notice in writing to enter into and upon the said demised premises and the building thereon to view the condition thereof and of all defects and want of repair there found to give or leave notice in writing on or at the said premises for the Lessee to repair the same within which said time the Lessee will repair and make good all such defects and want of repair as aforesaid to the satisfaction in any respects of the Lessor or its DY. Chief Engineer (delegated authority).

11) That the Lessee will not cut or maim any of the principal walls of the buildings (for the time being) on any part of the ground hereby demised or make or permit to be made any alterations or additions to the said buildings either externally or internally or in the architectural design or decoration thereof without the previous consent in writing of the Lessor/the Board of Trustees / DY. Chief Engineer (delegated authority) for that purpose being first had and obtained. All plans for the development of the leased property shall be got approved from the Board of Trustees.

12) That the Lessee will not without the previous consent in writing of the Lessor use or permit the said Land or premises or any part thereof to be used for any purpose whatsoever other than for a _____ PROVIDED nevertheless that with the previous consent in writing of the Lessor the said premises may be used for any other purpose not prohibited by any laws or regulations but in either case the Lessee will be required to comply strictly with such rules and regulations of the Lessor as may be for the time being in force or be imposed hereafter in regard to the nature of occupation upon the Estate of which the piece of Land hereby demised forms part and in the event of the Lessor consenting to

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the said premises being used and occupied for _____ the Lessee shall absolutely bound by the directions of the Lessor as to the nature of the occupation upon the said premises and by any restrictions which may from time to time being imposed by Lessor as to the Trade which may be carried on and conducted therein. If the Lessee fails to utilize the premises for the purpose for which it is leased, the lease is liable for termination.

13) That the Lessee will not do or cause or suffer to be done upon the said premises any act which shall in the opinion of the Chairperson whose decision in this respect shall be final be or grow to be or is likely to be unlawful (a nuisance or disparagement, annoyance) or inconvenience to Lessor or its Lessees or tenants of any neighbouring premises. That the Lessee shall indemnify the Lessor against any damage to any property adjacent or neighboring to the demised Land suffered by the Lessor or any one claiming through him or other Lessees of Lessor as a result of fire accident, occurring in the demised Land or any other cause irrespective of the consideration whether such fire or accident occurs under circumstances beyond the control of the Lessee or not.

14) That the Lessee will not at any time during the continuance of this demise affix or display or permit to be affixed or displayed on the said demised premises or part thereof or on the roof or external walls of any building or erection for the time being thereon any sign-boards, sky-signs or advertisements painted or otherwise or any permanent or temporary attachment to any such roof or external wall of the like character unless the consent in writing of the Lessor shall have previously been obtained and unless any such sign-board sky-sign or advertisement or permanent or temporary attachment shall have been previously approved by the Lessor or any subordinate Officer deputed for the purpose.

15) (a) All Rules and Regulations and bye-laws of the Lessor relating to health and sanitation which may be in force from time to time shall be conformed to by the Lessee and the Lessee shall either provide sufficient water borne septic tank latrines only for the labourers and workmen employed on the said Land as may be required by the Lessor. The Lessee shall not without the consent in writing of Lessor's DY. Chief Engineer (delegated authority) permit to any labourers or workmen employed by them to live upon the said Land and in the event of such consent in writing being given shall comply strictly with the terms thereof.

15) (b) that the Lessee shall observe and perform all such rules and shall carry out all such directions as may from time to time being made or given by the Lessor with regard to the removal of the refuses and other like things and to the sanitary improvement of the demised premises and buildings or otherwise and shall remove the said refuses and other things at the cost of Lessee.

16) That the Lessee shall at their expense take all such measures for the prevention of the breeding of mosquitoes and malaria as shall be required by the Lessor.

17) (a) That the Lessee shall not make any excavation upon any part of the Land nor remove any stone, sand, gravel, clay or earth there from except for the purpose of forming the foundations of the buildings or turning or making arch vaults on the said Land and in each and every case all stone, sand, gravel, clay or earth removed by the Lessee from the said Land for

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any of the purposes aforesaid shall if the same is not used for and in connection with the construction of the said buildings or conveniences be the property of the Lessor and the Lessee shall have no right or claim whatsoever thereto.

17) (b) That the Lessee shall not dig or excavate any tank in the demised premises nor except as stated in clause (a) above remove any gravel, sand, stone or earth there from nor shall do any excavation but they may make a well therein with the written consent and approval of the Lessor in such manner as indicated and shall maintain the said well upon such terms and conditions, the Lessor shall from time to time determine.

18) That the Lessee will throughout the said term keep all and every building or buildings already erected or which may be erected on the said Land excluding foundations and plinth insured in the joint names of the Lessor and of himself to the full insurable value thereof against loss or damage by fire and all other risks with the Nationalised Insurance Co. and will produce the current year's receipt for the premium of such Insurance to the Lessor. In default the Lessor shall be entitled to insure and recover the cost as rent as aforesaid AND the Lessee shall also as often as the buildings which are or shall be erected upon the said Land or any part thereof shall be destroyed or damaged by fire or otherwise layout under the direction of the Dy. Chief Engineer (delegated authority) all the money which shall be received by virtue of any such insurance in rebuilding or repairing the premises destroyed or damaged, and if such moneys shall not be sufficient for rebuilding and reinstating the same the Lessee will at their own costs rebuilding or reinstate the said buildings under the direction and to the satisfaction of Lessor's Dy. Chief Engineer (delegated authority) AND whenever during the said term the said buildings or any part thereof respectively shall be destroyed or damaged whether by fire or hurricane or otherwise the Lessee will reinstate the same under the direction and to the approval of the Lessor or its Dy. Chief Engineer (delegated authority) or his Surveyor or other Officers appointed in that behalf and will continue to pay the rent here-by reserved as if no such destruction or damage by fire, hurricane or otherwise had happened.

19) That the Lessee shall at their cost construct suitable culverts, over drains or water pipe at the entrances or over any open drains which may have been built or which may be built in future at the side of the road adjacent to the demised premises.

20) That the Lessee shall at their cost erect boundary walls round the demised premises and at such cost erect entrance gates thereto within the period as notified by the Lessor and shall keep and maintain the same in good order and condition. A clear Land of 10' should be left vacant all-round from the inside face of the compound wall. The bottom-most footing of the compound wall should be within the leased premises.

21) The Lessee agrees to remove the structures, erections etc., which have been built and which shall have been built thereon during the said term and all drains and appurtenances thereto and also together with all fixtures, windows, doors, shutters, fastenings, water closets, cisterns, partitions, fixtures, process shelves, pipes, pumps, rails, poles, locks and all other fixtures before the last day of the lease period when the renewal of lease is refused by the Lessor and handover vacant possession of the Land in the condition in which it was given on lease to the Lessee. If the Lessee fails to hand over the vacant possession of the Land after removing the structures etc., before the last day of the lease period when renewal of lease is refused by the Lessor, the Lessee agrees to leave the structures as they are without claiming any

INSURANCE

REINSTATEMENT IN CASE OF DESTRUCTION OR DAMAGE

TO CONSTRUCT CULVERTS

TO ERECT BOUNDARY WALLS

TO YIELD UP PREMISES IN REPAIR AT END OF TERM

compensation for the said buildings etc., if any of the buildings is removed in portion, the Lessor is at liberty to get the same removed at the cost of the Lessee. If these presents shall be determined in pursuance of condition No.4 of the General Provision hereunder, then the Lessor shall pay to the Lessee compensation for the buildings as provided in the said clause.

22) That the Lessee shall not during the continuance of this demise directly or indirectly assign or transfer whether by sale, mortgage, gift, sub-lease, exchange rent or otherwise dispose-of or part with the possession of the demised premises and the Land or any part thereof without the previous consent in writing of the Lessor. If the Lessor is to consider the request of the Lessee to accord permission, the Lessor may accede such request upon such terms and conditions that the Lessor may impose from time to time and the Lessee shall follow such conditions the Lessor may impose in this regard. Any sub-letting, assignment without the prior approval of the authority, which sanctioned the lease, shall make the lease liable for cancellation.

23) That the Lessee shall at their cost make arrangements for ingress and egress from the roads to the demised premises if and where necessary and the Lessor shall have no concern therewith.

24) That the Lessee will at all times hereafter during the continuance of the term hereby granted have and keep the Lessor informed of a duly constituted attorney residing and carrying on business in the town of Visakhapatnam where shall for all purposes whatsoever in connection with the lease fully and effectually represent him AND that the Lessee will in every respect ratify and confirm all and whatsoever the said attorney may do in the premises AND the Lessor doth hereby covenant with Lessee as follows:

25) That the Lessee shall obtain all statutory clearances as may be required by Law including environmental clearances and explosive clearances etc., and shall follow the said rules throughout the lease period. The Lessee shall follow the safety norms as prescribed by the competent authority.

26) The possession of the Land will be handed over on "as is where is basis" and the Lessee should make his own arrangements for leveling, grading etc., at his own cost.

27) Any Telephone, Telegraph, Electrical, Water supply, Sewage or other lines or underground cables passing through the site shall be shifted/removed/alterd by the Lessee at their/his own cost.

28) The Lessee has to approach the State Electricity Board for its bulk requirement of electric power.

29) No residential accommodation will be permitted until otherwise specific reasons are evinced.

30) The Lessee shall make their own arrangements for fresh water for drinking purpose and also for bulk requirement.

31) The Lessee should develop greenery in 10% of the area leased under anti-pollution measures. In case the Lessee do not carry out plantation as required, VPA shall recover twice the cost of such plantation and maintenance from the defaulting lessee as per the rates in force available with the port for its own plantation contract works or as may be worked out based on the Market rates / Schedule of rates and VPA may undertake the plantation work including the maintenance as required through an agency engaged in VPA in 10% leased area.

12) That the Lessee performing and observing all the covenants herein before contained may hold and enjoy the said premises during the said term without any interruption by the Lessor or any person claiming under him.

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GENERAL PROVISIONS

AND it is hereby agreed and declared by and between the Parties hereto as follows:

1. That if and whenever any part of the rent, rates, service charges, non-agricultural Land assessments, taxes, etc. hereby reserved shall be in arrear for the Land of 30 days whether the same shall have been legally or formally demanded or not or if and whenever there shall be any breach by the Lessee of any of the terms and or covenants herein contained or if the Lessee shall become bankrupt or be adjudged insolvent or being a Limited Company shall go into liquidation whether voluntary or compulsory then and in any such case the Lessor may re-enter upon the said premises or any part thereof in the name of the whole and immediately thereupon this demise and all rights of the Lessee hereunder shall absolutely determine but without prejudice to any other rights or remedies the Lessor may have against the Lessee. If the lease is cancelled for non-compliance of any one of the condition of this lease, no compensation is payable by the Lessor.
2. Whenever the written consent permission of the Lessor is required by the Lessee and the Lessee applies for such written consent permission of the Lessor, the Lessor may either refuse to give such written consent/permission to the Lessee without assigning any reason or the Lessor may give his written consent/permission with such terms and conditions as he may deem fit in the circumstances of the case and the decision of the Lessor is final and binding on the Lessee.
3. That the Lessor and its Lessees, tenants employees if duly authorized by it to do so shall be at liberty at all times and from time to time hereafter to make and carry out any reclamation in the neighbourhood of the demised premises which they may think desirable AND upon any part of the Land adjoining to or in the neighbourhood of the demised premises (whether such Land has or has not been reclaimed) to make construct and use docks, basins, Landing places, railway-siding, tramways and works appertaining thereto respectively and buildings or every description whether warehouses, factories, foundries, or otherwise and either in such buildings or otherwise to manufacture, store, handling garble and deal with goods and produce of every description whether mineral, vegetable gas or otherwise and to carry on any business connected with or incidental to the trade of the Town of Port of Visakhapatnam or the manufacturer or commerce thereof AND shall also be at liberty to alter or raise the height of any buildings thereon notwithstanding that by reason of any of the matters above referred to or any nuisance or annoyance arising there from the light and air or the view or prospects or the convenience or comfort now or hereafter to be enjoyed by the Lessee in respect of the premises hereby demised or the buildings now or hereafter to be erected thereon may be affected AND no claim whatever by way of compensation or otherwise shall be made in respect of any such matters.
4. That if the Lessor shall at any time during the said term hereby granted consider that the said piece of Land either fully or partly is required for the purpose of construction of carrying out of any works or otherwise for the development of the Visakhapatnam Port or in the interest of the public using and resorting thereto and shall be desirous on that ground of determining this present lease either wholly or partly and of such his desire shall give six (6) months previous notice in writing to the Lessee then and in such case immediately on the expiration of the said notice this present lease and everything herein contained shall cease and be void but without

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prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition herein contained provided always that the Lessee shall be entitled at any time after such notice and before such determination to give notice in writing to the Lessor requiring him to purchase all buildings and erections and in case such notice shall be given, the Lessor shall purchase such buildings and erections accordingly (but without any plant or machinery therein or elsewhere upon the demised Lands and premises, whether attached thereto or not) and the price (compensation) to be paid there for shall in accordance with the formulation as approved by Govt. if the lease is cancelled for not complying with the conditions of the lease no compensation shall be payable by the Lessor.

5. All notices, consents and approvals to be given under this lease shall be in writing and (save as to such notices as are herein before otherwise provided for) shall be signed by the Chairperson or its DY. Chief Engineer or any other person duly authorized for the said purpose for the time being as the case may be and all such notices shall be considered as duly served upon the Lessee if the same shall have been affixed to any buildings or construction whether temporary or otherwise upon the premises hereby agreed to be demised or shall have been delivered at or sent by post to the then office or place of business or usual or last known office or place of business of the Lessee or of the Agent or constituted attorney of the Lessee for the time being in Visakhapatnam.

6. Subject as otherwise hereinbefore provided, all notices to be given on behalf of the Lessor and all other actions to be taken on behalf of the Lessor by the Chairperson, Visakhapatnam Port Authority or any Officer for the time being entrusted with the functions, duties and powers of the said Chairperson.

7. (i) Except where otherwise provided in the lease deed and except in the matter relating to eviction of the leased premises which will be governed by the Public premises (eviction of unauthorized occupants) Act, 1971 or any other law that may be in force or questions and disputes relating to the meaning of the lease deed as to any other questions of claim, right matter or thing whatsoever in any way arising out of, relating to the lease deed, orders on these conditions arising during the currency of the lease shall be referred to the sole arbitration of the Chairperson or a person, not being an employee of the Board appointed by him to act as sole arbitrator on his behalf. It is also a term, of this lease deed that no person other than the person appointed by Chairperson of Visakhapatnam Port Authority as aforesaid should act as arbitrator and, if for any reason, that is not possible the matter is not to be referred to arbitration at all and the Lessee shall not question the same in any Court of Law whatsoever regarding referring of depute to the arbitration. The arbitrator, may, with the consent of the parties, enlarge from time to time, the time for making and publishing the award.

(ii) The Sole Arbitrator so appointed shall give an item wise speaking and or reasoned award in detail in respect of each item of claim. Further, the Sole Arbitrator is prohibited from making an order in the award relating to the payment of interest compensation or of any other description of any amount i.e. either belated or future payable to the Lessee.

(iii) Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

(iv) The decision of the concerned authorities on such issue shall be final, binding and conclusive on the Lessee and the Department and shall not be called in question before any arbitrator and such a decision shall not be subject matter of any Arbitration.

8. The correspondence exchanged between the Lessor and the Lessee from the date of application of the Lessee for allotment of Land to the date of execution and registration of lease deed i.e.,

- i) _____
- ii) _____
- iii) _____
- iv) _____

shall form part and parcel of this lease agreement and binding on both the parties.

9. All Rules and Regulations made by the Lessor from time to time are deemed to be a part of the lease deed and are binding on the Lessee.

10. The lease contract shall be governed by lease of Republic India/shall be Governed by MPA Act, 2021.

In witness whereof Shri _____ the Dy. Chairperson of the Lessor and Shri _____ the _____ of the Lessee have put their hands and the Common Seals of the Lessor and the Lessee have been hereunto affixed on the day and year first hereinabove written.

The Common Seal of the Board of Trustees of the Port of Visakhapatnam has hereunto been Affixed in the presence of:

- 1.
- 2.

AND Shri _____

The Dy. Chairperson of The Board has signed on behalf Of the Board in the presence of:

- 1.
- 2.

and Shri _____

The _____ of the Lessee has signed on behalf of _____ in the presence of:

- 1.
- 2.

VISAKHAPATNAM PORT AUTHORITY
ENGINEERING DEPARTMENT

Name of the work: "Allotment of Land on long term lease on annual lease rental basis of 30 years on 'as is where is' basis in Zone - Z 6, Plot (40468.60Sq. mtrs.) near toll plaza for the purpose of empty container storage yard facility

DECLARATION No. 1

The conditions contained in the NIT were perused and it was understood that is the condition relating to GST is concerned it was mentioned as follows:

"According to GST ACT every dealer is liable to be registered whose aggregate turn over exceeds Rs.20 lakhs for supply of goods/services/executing any work contract accordingly GSTIN is to be provided for participation in tender and to award the contract".

I the authorized signatory of the bidder do, hereby declare and confirm that I have read and understood the NIT conditions as such I am conscious about the consequences and implication of GST on the subject work. I further declare that I am well aware of the guidelines being issued by the Govt. of India regarding GST from time to time and also the applicability of the rates and the likely variation of the same in future either upwards or downwards under the GST regime in respect of the works in VPA. I am also aware that I am bound by the policy of the Govt. in this regard.

I therefore hereby undertake and declare that I shall be liable to pay any amounts payable towards GST unconditionally without any demur and in this regard I hereby authorize VPA to recover or deduct such sum of GST from the amounts as per rules payable to Me / Our firm. I declare that the authorization hereby given is irrevocable and shall be binding on me as well as my successors, agents or person claiming any amount on my behalf.

SIGNATURE OF THE BIDDER

NAME
ADDRESS

Place:
Dt.