

VISAKHAPATNAM PORT AUTHORITY



Visakhapatnam – 530035

e-Tender cum e-Auction

**LICENSE TO OPERATE CONFECTIONERY AND DESSERTS SHOP FOR 11 MONTHS
ON 'AS IS WHERE IS' BASIS AT THE VISAKHAPATNAM INTERNATIONAL CRUISE
TERMINAL, VISAKHAPATNAM, ANDHRA PRADESH – 2nd CALL**

[MAY 2025]

**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**



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Disclaimer

The information contained in this Notice Inviting Tender document (the "NIT") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Visakhapatnam Port Authority (VPA, the "Authority") or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this NIT and such other terms and conditions subject to which such information is provided.

This NIT is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this NIT is to provide interested parties with information that may be useful to them in making their Bids pursuant to this NIT. This NIT includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to this tender. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This NIT may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this NIT. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this NIT and obtain independent advice from appropriate sources.

Information provided in this NIT to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution for unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this NIT or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this NIT or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise whatsoever arising from reliance of any Bidder upon the statements contained in this NIT.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this NIT.

The issue of this NIT does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The Authority may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.



**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	: No. IENG / Est / CT / CNDS / 2025, Dt 05-05-2025
4	Name of work	: "License to Operate Confectionery and desserts shop for 11 Months on 'As is where is' basis at Visakhapatnam International Cruise Terminal, Visakhapatnam Port Area, Andhra Pradesh – 2 nd call"
5	License period	: 11 Months
6	Eligible criteria	: For details, please see Tender Document.
7	Bidding type	: Open
8	Bid call no.	: 1 st call
9	Type of quotation	: To offer premium over and above the SoR (through e-Tender cum e-Auction)
10	Transaction fee	: Rs. 590/- including GST to be paid online mode in etenders.gov.in only
11	Average annual networth & turnover for last three years)	: Min. annual net worth (avg.) Rs. 2,00,000/- and Min. annual Turnover (avg.) Rs. 5,00,000/-
12	EMD/bid security	: Rs. 25,000/-
13	EMD/bid security money payable to	: To be paid online mode in etenders.gov.in only
14	Bid document download start date	: 06-05-2025
15	Pre-bid meeting	: 21-05-2025 at 11.00 AM in the Conference Hall of Engineering Dept., 3rd Floor, AOB, VPA, Visakhapatnam
16	Bid document downloading end date	: 05-06-2025 upto 13.00 Hours
17	Last date & time for receipt of bids	: 05-06-2025 upto 14.00 Hours
18	Bid validity	: 90 days
19	Technical bid opening date & time	: 06-06-2025 at 15.00 Hours
20	Officer inviting bids	: Chief Engineer, VPA, VSP
21	Bid opening authority	: Superintendent Engineer , VPA,
22	Address for communication	: O/o Chief Engineer, 3rd floor, C.E.'s Department, VPA, VSP (Dist.) A.P, India. Ph. No. 0891-2873300, 3332, 3521, 3337
23	Language for submission of proposal	: English

1. The Bidder who wishes to participate shall upload the tender documents into the website (<https://etenders.gov.in>) and meet the eligibility criteria mentioned in the tender document.
2. The tender can be postponed or cancelled at any time due to administrative reasons and no claim shall be entertained on this account.
3. Modification/ amendments/ corrigendum, if any shall not be advertised in the newspaper, but, if any amendment or addendum will be issued before opening of the tenders, the same may be looked in the website (<https://etenders.gov.in>) only and any further clarifications can also be obtained from CE's office VPA. The undersigned reserve the right to change the terms and condition, select/reject any application without assigning any reason thereof.
4. The documents that are uploaded online on e-procurement website (<https://etenders.gov.in>) will only be considered for bids evaluation. However, VPA reserves the right to call clarification. for determination of fulfilment of criteria of the Bidders.
5. The eligible bidder may submit their bid with the RFP document along with Tender Fee and EMD details as detailed in the RFP document.

CHIEF ENGINEER

Copy to:

1. Jt. Director (R&P) - along with complete bid document in soft copy form to display in the website on **06-05-2025** and kept up to **05-06-2025 up to 13.00 Hrs**
2. FA&CAO/T.M./ Nodal Officer, IT / C.V.O. - for information.
3. Dy. Director (EDP) for information.
4. Notice Board / O.S. to arrange display the tender notice on the notice board.
5. SE - III / DY. E.M . - for information and necessary action.
6. AE (Estate)

CHAPTER 1 - INSTRUCTIONS TO THE BIDDERS FOR E-TENDER CUM E-AUCTION

1.1. Invitation for Bids

Visakhapatnam Port Authority invites online e-tender cum e-auction for "License to Operate Confectionery and desserts shop for 11 Months on 'As is where is' basis at Visakhapatnam International Cruise Terminal, Visakhapatnam Port Area, Andhra Pradesh - 2nd call"

LOCATION	AREA (IN SQ. MTRS)
Ground Floor of Visakhapatnam International Cruise Terminal situated at the Entrance of the Inner Harbour Entrance Channel of VPA near GCB-RFID Gate (Commercial space No.-12 and 15)	Shop no. 12 = 7.80 sq.m. Shop no. 15 = <u>18.40 sq.m.</u> Total area = 26.20 sq.m.

The bidders may note that, all tender documents, along with supporting materials, must be submitted exclusively through the e-tendering portal <https://www.etenders.gov.in>. Submissions through any other medium will not be accepted.

No Bidder shall submit more than one Bid. Any form of consortium or joint venture is not allowed in this e-tender cum e- auction.

The information in this NIT is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination before submitting their Bids. Nothing contained in this document shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Project information.

1.2. Purchase of Tender Document

Tender Document to be downloaded from the official website <https://www.etenders.gov.in>. The tender documents fees for online tender documents shall not be refunded under any circumstances. Tender documents are non-transferable. Bidder must download Tender Documents in their own name.

1.3. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his bid, and the Employer will in no case be responsible and liable for those costs. The Authority will not be responsible for or pay for any expenses or losses, which might be incurred or suffered by any Bidder in connection with submission of tender.

1.4. Site Visit

The bidder, at their own responsibility and risk is encouraged to visit and examine the terminal building proposed for allotment and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into the License agreement. The costs of visiting the site shall be at their own expenses.

1.5. Schedule for e-Tender cum e-Auction

S.No	Event	Details
1	Pre-bid meeting	21-05-2025 at 11.00 Hours at CE's office, Engg. Dept. Conference Hall, AOB, 3rd floor, Port Area, VPA, Visakhapatnam.
2	Last date and time for the online Tender submission	05-06-2025
3	Online Opening of Technical bid	06-06-2025
4	Online Opening of Commercial bid	Date will be intimated in due course.
5	Online auction	Date and time will be intimated separately.

1.6. Registration & Digital Certificate

- Bidders are required to register on the tender portal <https://www.etenders.gov.in> using the available registration option.
- After registration, bidders must complete the Digital Signature Certificate (DSC) registration process using an e-token, which can be obtained from authorized Certifying Authorities such as SIFY (www.safescrypt.com), Tata Consultancy Services (www.tcs-ca.co.in), or nCode (www.ncodesolutions.com), among others.
- Bidders who already possess a valid Digital Certificate are not required to obtain a new one.

1.7. Preparation of Bid

- Bidders must take into account any addendum/corrigendum published on the tender document before submitting or uploading their bids. The responsibility of downloading such addendum/corrigendum fully lies with the bidder.
- Bidders can update their bids any number of times before the last date and time specified for tender submission. Editing of bids will not be permitted after the submission deadline as specified in the NIT/Tender. No written or online request in this regard shall be entertained.
- Tenders must be submitted in electronic format only through the designated website. Tenders submitted in any other form, including physical submissions, will not be accepted.
- The tender must be digitally signed by the authorized representative of the bidder prior to the submission deadline.
- The Bidder shall upload all the required and necessary documents including but not limited to credential, financial documents, EMD, cost of tender etc., which are important/ essential through online only.
- Failure to submit any of these essential documents may result in rejection or disqualification of the bid without further notice.

1.8. Submission of Bid, Tender Fees, EMD

The tender document comprises of 03 (three) parts (i) EMD and Tender Fees, (ii) Technical bid and (iii) Commercial bid.

- **Tender Fees:** Tender Fees (Non-refundable) of Rs. **590/- (including GST)** should be paid online mode in <https://www.etenders.gov.in>. After successful payment of tender fee only, bidder will be allowed to participate in tender.
- **Earnest Money Deposit (EMD):** E.M.D. money of Rs. **25,000/-** should be paid online mode in <https://www.etenders.gov.in>, After successful payment of EMD 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 Tender Fee and EMD payments must be submitted online, including copy of the transaction receipt, UTR (Unique Transaction Reference) Number, Date of transfer and any other relevant transfer details.

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; that the bidders may get it verified from bank that the requisite money has been received by VPA for the NIT in which they are participating.

1.9. Assistance to Bidders

Any queries related to the tender document and the terms and conditions a list of questions may be emailed to ce.nsrml.vpt@gov.in, with a copy (cc) to estatevpt@gmail.com and ac.vikash@vpt.shipping.gov.in , prior to the due date of the pre-bid meeting.

1.10. Contacting Officer:

Details/clarification if any will be available from Superintendent Engineer / CHIEF ENGINEER, Engineering department, Visakhapatnam Port Authority, 3rd Floor, Administrative Office Building, Port Area, Visakhapatnam – 530035, A.P., India. Ph. No. 0891 – 2873300 / 2873332 / 2873337 / 2873521.

1.11. Bidding in E-Tender

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 Bidder.

1.12. E-Tender Cum E-Auction process

The tendering will be on the basis of e-Tender cum Auction process. The bidders should upload bids including the price bid under two cover system detailed in Clause 1.20. The bidders will be qualified as per the Eligibility and qualification requirement mentioned under Clause 1.19, Examination of Bids and determination of responsiveness under Clause 1.28.

The e-Auction will be carried out as follows: -

- a) The first stage will be opening of the Commercial Bid, of only those Bidders whose Technical bids have been determined to be responsive in accordance with Clause 1.28. The Initial Tender Premium (ITP) over and above the Reserve Price of the Technically qualified Bidders will be evaluated. The initial Tender Premium (ITP) can be submitted only once by the bidders and once submitted it can't be modified/revised after the Bid due date under any circumstances whatsoever. Bidder quoting premium less than the Reserve Price shall be rejected outright.
- b) The minimum amount in the Initial Tender Premium (ITP) offer shall be Rs.10/- (Rupees Ten only) and above per sq.mt. per month in respect of the area and

increment in offer below Rs.10/- shall not be considered.

- c) The Initial Tender Offer (ITO) shall be the sum of Reserve Price and Initial Tender Premium (ITP) quoted by the Bidder in the Price Bid. Amongst the initial Tender offers of the technically qualified Bidder's the Highest Initial Tender Offer (ITO) shall be fixed as the Start Price / floor bid value for the forward e-Auction.
- d) Subsequently, all the technically qualified Bidders will be requested to participate in the online e-Auction process.
- e) During the forward e-auction process, the qualified bidders shall be required to once again submit their Tender premium in Rupees / Sq.m. / month over and above the Start Price / floor bid value for the forward e-Auction, fixed by the Authority as stated above. During the duration of forward e-auction process, bidders may revise their Tender Premium any number of times till closure of the e-auction process.
- f) The minimum increment in the Tender premium shall be Rs.10/Sq.m./month and multiples of Rs.10/sq.m/month over and above the Start Price / floor bid value of the e-Auction for leasing of the aforesaid paces as stated above.
- g) The time of Sixty (60) minutes shall be granted for e-auction. In case if any Bidder submits his offer during the last five minutes before the prescribed time of 60 minutes getting over, the time for offer shall be automatically extended for further five minutes from the time of submission of last offer and such time can further be extended in the similar fashion. If no Bidder submits further offer in the extended five minutes' time, the auction shall be closed automatically.
- h) The Tender premium rate over and above the "Start Price / floor bid value of the e-Auction" offered by the Bidder during the e-auction process shall be considered as the Bidders quoted **Tender premium rate**.
- i) If Port is satisfied with the bid amount of the highest bidder and subject to compliance of other conditions of the tender, the tender will be awarded to the highest bidder.

1.13. The Bidders are advised to read carefully all the Instructions and conditions mentioned in the tender documents. Any kind of amendment shall be published only on-line and shall be final and binding to all the Bidders.

1.14. Prospective bidders shall acknowledge receipt of each Addendum/Corrigendum to the Authority. Such addenda will be numbered, signed and it shall be submitted along with the duly signed Tender document by the Successful Bidder.

1.15. Bidders are bound by the Visakhapatnam Port Authority rules and regulation being issued from time to time. The Visakhapatnam Port Authority reserves the rights to reject any or all tenders without assigning any reason thereof.

1.16. The details to be filled in as per the Proforma (Annexures) attached shall be either typed or written in indelible ink and shall be signed by the Bidder or person duly authorized to sign on behalf of the Bidder. Such authorization shall be written Power of Attorney. All pages of the tender documents shall be signed by the person signing the tender. The name and position held by the persons signing the tender shall be typed or printed below his signature

The Power of Attorney shall be in the favour of a 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 Bidder 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.

1.17. After the deadline prescribed in NIT, the bids cannot be submitted in the online system.

1.18. Refund and Forfeiture of Earnest Money Deposit (EMD):

- (a) The bidders shall furnish the EMD in accordance with the Clause No. 1.8 of Instructions to Bidder.
- (b) The EMD shall be returned to all the unsuccessful bidders within 7 days after acceptance of the H1 bidder. Bidders opting for an EMD refund via RTGS must submit bank details as per the format provided in Annexure and upload it in Technical Bid.
- (c) The EMD shall be forfeited under the following circumstances: -
 - (i) If the Bidder withdraws, becomes non-responsive, or modifies its bid during the period of bid validity after bid opening.
 - (ii) If the Bidder revises its price offer after the opening of the price bid.
 - (iii) If the Bidder submits fraudulent documents or provides incorrect or false information to support its eligibility/qualification or found guilty of engaging in illegal or fraudulent actions.
 - (iv) 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 License Fees as stipulated in the tender conditions within 30 days from the date of issue of Letter of Intent (LoI) and /or does not agree to Letter of Intent (LoI) issued by Visakhapatnam Port Authority,
 - b. fails to execute license agreement as per tender conditions.

1.19. Eligibility and Qualification requirement

To be eligible for allotment of the building area/s, the firm shall provide evidence, satisfactory to the Authority of their eligibility and of their capability and adequacy of resources to execute the subject license effectively in addition to documents evidencing fulfilment of all the minimum eligibility criteria as stipulated:

Eligibility Criteria:

- 1. The bidder must be a single party or entity (company, firm, or partnership) with at least three years of experience in similar Food & Beverages (F&B) operations and at least two operational outlets in airports/ bus terminal/ ferry terminal/ another passenger terminal/ Commercial places/ Public Recreational area/ Malls etc.
- 2. The bidder should be a company registered under the Companies Act 1956/2013 or a proprietorship firm/ a partnership firm registered under Indian Partnership Act/ an LLP/ or a society, competent to enter into a license agreement as per Indian law.
- 3. The Bidder should not have been blacklisted as a provider of similar goods or services by any department of the Government of India, State Government, Local Bodies, or Public Sector Undertakings (PSUs).
- 4. The bidder must furnish the necessary certifications required to operate the said commercial activity.
- 5. The Bidder should be registered under the GST regime.
- 6. The purchaser of the tender document must be the bidder itself, who shall be the authorized signatory for submitting the application.

7. The bidder shall have a minimum annual net-worth (avg.) of Rs. 2,00,000/- during the last 3 years ending 31st March of the previous financial year issued by any Chartered Accountant.
8. The bidder shall have a minimum annual turnover (avg.) of Rs. 5,00,000/- during the last 3 years ending 31st March of the previous financial year issued by any Chartered Accountant. Provisional Certificate shall not be accepted.

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 applicants have 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.

1.20. The Bidder may furnish along with his tender any additional information, which in his opinion will highlight his capability to perform. The Tender shall be uploaded in two parts.

A. Technical Bid/ Technical Qualification

- a. Scanned copy of Payment details of Tender Fee and EMD (bid security)
- b. Self certified / Notarized copies of original documents of registration certificate under Companies Act 2013, or partnership firm registered under Indian Partnership Act or Proprietary Concern defining the constitution or legal status, place of registered office and principal place of business of the company or firm or partnership,
- c. Scanned copies of relevant information supported by original, self-certified, or notarized documentary evidence meeting the minimum eligibility criteria as stipulated in Clause 1.19.
- d. Scanned copy of the Power of attorney in favour of the person authorized to sign the Tender document
- e. The undertaking to the effect that the Bidder/authorized signatory has read and accepted all the terms and conditions of the tender document along with Addendum/Corrigendum, if any.
- f. Copy of the Income tax PAN Certificate.
- g. Scanned copy of the GST registration Certificate
- h. Over writing in the Tender Documents is not permitted; striking, if any, will be duly authenticated by signature of the Bidder.
- i. No counter conditions by the Bidders are permitted and Conditional Tender is liable for rejection.
- j. Proforma of undertaking to remit License Fees based on the sum of SoR plus the tender premium quoted by the bidder (updated by annual escalation or periodic revisions, if applicable)
- k. Copies of income tax returns filed by the bidder for the last three financial years, certified by Chartered Accountant.
- l. Undertaking that Bidder is not blacklisted/ Deregistered/ debarred by any Government department/ Public Sector Undertaking
- m. The Bank details for refund of EMD through RTGS
- n. Copy of turnover of last 3 financial year 2021-22, 2022-23, 2023-24 by certification of Chartered Accountant.
- o. **Copy of Experience certificate provided by Ministry/Dept. of GOI/ CPSU/**

State Government/ Autonomous body/ Corporations not below the rank of Executive Engineer or in a similar scale or designation or license certificate issued by state gov./statutory agencies to run Food and Beverages business.

- p. Number of personal employed in organisation with complete list of Partner's in case of Partnership firm or Board of Directors in case of Company or Society, duly self-attested in letter head of company.
- q. All documents shall be enclosed, serialised, indexed and duly signed by Authority Personal.

B. Commercial Bid

Initial Tender Premium/Price should be quoted online only. Any indication of 'Initial Tender Premium/Quoted price' in the online technical bid documents shall lead to rejection of the bid outright. For evaluation purpose, the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The bid submitted through e-tendering mode only will be taken up for the purpose for evaluation. All amounts to be quoted in the tender shall be in figures and words in Indian rupees

1.21. Deadline of Submission of the Bids

- (a) The completed bid shall be uploaded in the electronic form by the date and time mentioned in Tender Notice only through <https://www.etenders.gov.in>.
- (b) 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 Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

1.22. Late Bids

After the deadline prescribed in Clause 1.5 the bids cannot be submitted in the On- Line System.

1.23. 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 Bidder modifies or withdraws the tender after the last date and time of submission of tender then EMD shall be forfeited.

1.24. 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 Bidders who have downloaded 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 Bidders. No separate notice/ intimation of amendments/ modifications will be sent to bidders.
- (iii) VPA may at its discretion extend the deadline for the submission of Tenders to enable prospective Bidders 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 CPP i.e., <https://www.etenders.gov.in>**. Separate newspaper advertisement may not be placed. The Bidders are required to keep themselves informed of the developments by visiting websites regularly.

1.25. Query on the bidding document

The bidder shall submit query related to tender document in the mail id provided in this document in the following format:

Sr.	Page no.	Clause no.	Clause	Query

1.26. Pre-bid conference

One or more rounds of pre-bid conference for clarifying issues and clearing doubts, if any, about the bidding document. The date, time and place of the pre-bid conference is mentioned in the NIT. The records of such conference shall be intimated to all bidders and, shall also be exhibited in the website <https://www.etenders.gov.in>.

1.27. Bid Opening and Evaluation

(a) Technical Bid:

Technical bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid. In the event of specified date for bid opening is declared as holiday by the Employer, the bid will be opened at the appointed time and location 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/ EMD 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 1.28 hereof, shall be opened on the specified date from declaring the results of the Technical Bid.

(b) Commercial Bid:

The Commercial Bids of those entire Bidder whose Technical bids have been determined to be substantially responsive in accordance with this tender document hereof, will be opened online. The date, time and other details of opening of the Commercial Bid will be intimated to the technically qualified bidders. After the opening of the Commercial Bid and its evaluation the technically qualified Bidders will be requested to participate in the online e-auction process on the specified date and time. The offers received during the e-auction will be evaluated.

- (c) To assist in the examination and comparison of Bids, the Employer may at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

1.28. Examination of Bids and Determination of Responsiveness.

- (i) 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.
- (ii) 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 license agreement; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

- (iii) 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.

1.29. Validity of Bids

The bids shall remain valid for a period of 90 days from the day of opening of commercial bid, unless extension is sought for by Visakhapatnam Port Authority and accepted by the Bidder.

1.30. Acceptance of Tender and Award of License to H1 Bidder:

The allotments of the space will be made to the Technically qualified, highest Bidder (H1 Bidder) of the subject space in accordance with the terms & Conditions of the Tender document.

VPA does not bind itself to accept the highest License fees offered in the Commercial Bid and reserves the right to accept or to reject without assigning any reasons whatsoever.

1.31. Language of the Tender:

The tender submitted by the Bidder and all correspondence and documents relating to the tender exchanged by the Bidder 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. In case literature/language of any documents are other than English, then such documents shall be submitted along with the notarized translated version into English language. If the document is not translated into English language, then the document shall not be accepted and rejected out rightly.

- 1.32. VPA reserves the right to cancel the e- auction at any stage prior to the signing of the License agreement. VPA shall not be liable to pay any compensation to the bidder for any loss that they may incur due to such cancellation.

1.33. Conflict of Interest

A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents or otherwise.

1.34. Fraud and corrupt practices

- a. The Bidders and their respective officers, employees, agents and advisers shall observe

the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

b. Without prejudice to the rights of the Authority Clause hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Bidder or Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Bidder shall not be eligible to participate in any tender the Authority during a period of 2 (two) years from the date such Bidder or Bidder, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

"corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, as the case may be, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to this tender or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

"fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

"coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

"undesirable practice" means (i) establishing contact with any person connected with or

employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

“restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

CHAPTER 2: SPECIAL CONDITIONS

2.1. Application of Law

The license to undertake commercial activity mentioned in the tender document shall be allowed at the allotted space for a period of 11 months from the 30th (Thirtieth) day from the date of issue of Letter of Intent (LoI). On the expiry of the license period the license can be extended only for one time for a maximum period of 11 months on mutual basis with 10% increase in monthly license fee. The license agreement shall be governed by the provisions of Major Ports Authority Act, 2021 and by the guidelines issued by the Ministry of Ports, Shipping and Waterways from time to time. (Currently the “Land Policy Guidelines 2015” issued by the Ministry of Shipping is in force). The space indicated in the tender notice shall be on license basis only.

2.2. Sub-License / Mortgage the plot:

No Sub-letting / sub-licensing / mortgaging / transfer or parting with possession of the licensed premises will be allowed.

2.3. Area of Space & Purpose:

LOCATION	AREA (IN SQ. MTRS)	PURPOSE
Ground Floor at Visakhapatnam International Cruise Terminal situated at the entrance of the Inner Harbour entrance channel of VPA near GCB-RFID gate (Commercial Space No. 12 and 15)	Shop no. 12 = 7.8 sq.mtrs. Shop no. 15 = 18.4 sq.mtrs Total area = 26.20 sq.mtrs	Confectionery and desserts shop

The measurement of the space is subject to actual allotment and will be finalized upon completion of the bidding process. An indicative drawing of the shown space layout, specifying the area, is provided in Appendix – 1 (enclosed with the Bid document). No dispute whatsoever regarding the size of the Space shall be entertained by the V.P.A.

2.4. Permitted and Non-permitted activities in the licensed premises

The licensee shall be allowed to conduct activities aligned to operate or run the Confectionery and desserts shop such as sweets, cakes, pastries, sugar candies, chocolates, candied fruits and nuts, chewing gum, ice cream, mixtures, snacks etc. Other activities, which do not conform with the operation of Confectionery and desserts shop as stipulated above which includes but not limited to excessive noise, loud music, sale of tobacco/cigarettes/liquors etc., smoking inside the shop, engaging in illegal activities, hosting large gatherings without prior approval from lessor, utilizing the space other than Confectionery and desserts items etc. shall be prohibited.

2.5. Payment of License Fee:

The Licensee shall pay the Monthly License Fee to the Visakhapatnam Port Authority for every month, seven days prior to the commencement of the corresponding Month. The Total Reserve price for the proposed building along with open space fixed as per the prevailing SoR is furnished below:

Item No.	LOCATION	AREA (IN SQ. MTRS)	PURPOSE	RESERVE PRICE (Base Rate), Scale of Rates, in Rs./Sqm or part thereof/ per month
1	Ground Floor at Visakhapatnam International Cruise Terminal situated at the entrance of the Inner Harbour entrance channel of VPA near GCB-RFID gate (Commercial Space No. 12 and 15).	Shop no. 12 = 7.8 sq.mtrs. Shop no. 15 = 18.4 sq.mtrs Total area = 26.20 sq.mtrs	Confectionery and desserts shop	Rs. 714/-

The licensee shall pay the License Fee on a monthly basis in advance during the entire tenure of license period of 11 months License.

2.6. Security Deposit

- The Successful bidder shall pay 6 months License Fee as Security Deposit. This will not carry any interest. The same shall be paid through NEFT/RTGS mode to VPA bank account.
- The Security deposit shall be refunded after the completion of the license period and upon vacating of the plot area and after adjusting any recoverable dues on expiry of the license period.

2.7. Taxes & Duties:

The successful Bidder/Licensee 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 license agreement 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 Bidder/Licensee are deemed to have been included/considered while quoting the tender.

The Bidder/Licensee 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 Licensee shall not divulge any such information unless the VPA authorities permit this in advance in writing.

2.8. Letter of Allotment (LoA):

- The successful bidder shall, within 14 days from the date of issue of the Pre-Acceptance Letter by Visakhapatnam Port Authority (VPA), remit the License Fees in accordance with VPA terms and conditions. This includes the security deposit amount along with applicable taxes, as follows:

- i. Two months' rent as an advance,
- ii. Six months' rent as a refundable security deposit.
- b) Failure to comply within the stipulated time will result in the cancellation of the allotment and forfeiture of the EMD without notice.
- c) Upon compliance, the Visakhapatnam Port Authority will issue a Letter of Allotment. Possession of the space will be granted only after execution of the license agreement, which must be completed within two weeks from the date of the Letter of Allotment.
- d) Failure to execute the license agreement within this timeframe will lead to the cancellation of the allotment and forfeiture of the total premium paid, EMD, and Security Deposit.

2.9. Use of Allotted Premises:

If the allotted space/s is not utilized for the purpose it has been allotted, the License is liable for termination and the Security Deposit shall be forfeited.

The allotments will be subject to the above terms and conditions, terms of license agreement and as per guidelines issued by the Ministry of Shipping, Government of India, from time to time.

2.10. Conditions of Allotted Premises

The allotment of space/s shall be handed over to the licensee on "as is where is" in condition and the actual extent of allotted area will be finalized based on the joint measurement. In case of area, in excess than what has been allotted, the proportionate cost will have to be paid by the Licensee to the Authority in addition to the License Fee and security deposit paid for this allotment.

The operating hours for shops within the Visakhapatnam International Cruise Terminal shall comply with state regulations and align with the schedules set by the Visakhapatnam Port Authority (VPA). Any adjustments or exceptions to the operating hours must be obtained through written permission from VPA.

The licensee of the Confectionery and desserts shop shall not claim the exclusivity of such shop in the Visakhapatnam International Cruise Terminal, if the authority shall decide to and tender more than one such outlets in future.

2.11. Development of Space:

The licensee shall have to develop the Space in all respects and have to make his own arrangements for renovating /modifying the space as required to suit their needs, post approval from the VPA authorities.

2.12. Indemnification and Insurance:

The Licensee 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 License validity. The losses related to employees/associates etc. engaged by Licensee shall be the sole responsibility of the Licensee. Adherence to all labour laws, rules and applicable ESI and any other applicable law of the Land and government shall be responsibility of Licensee.

2.13. Termination of Allotment:

Either party shall be at liberty to terminate the license at any time by giving to the other party two calendar months' notice in writing of its or their intention of terminating the same; The licensed property can be resumed at any time before the expiry of the license period if required by the Government / Authority in National interest by the board for its own use with 'two months' notice or on payment of compensation in accordance with the

formulations as may be approved by the Government / If the license is cancelled for not complying with the condition of the license, no compensation shall be payable by the Authority.

In case of unsatisfactory performance, defined as failure to adhere to maintenance standards, timely payments, or any violation of the agreement's terms, the Authority reserves the right to terminate the license with a prior notice of 30 days. The licensee must vacate the premises within the stipulated period.

2.14. License Period

The license period shall commence from the 30th (Thirtieth) day after the date of issue of Letter of Intent (LoI). License period shall be of 11 months, started from date of handing over of possession. Final handing over of the space will be subject to the execution of the agreement between the Authority and Licensee.

2.15. License agreement

The Licensee 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 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 agreement between the Authority and the licensee.

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

2.16. License Fee

The Licensee shall pay monthly License Fees for the allotted space based on sum of the reserve price and total premium offered in the e-Auction. The G.S.T (SGST (9%) +CGST (9%)) is applicable on License Fee.

2.17. Payment Period

- a. The Licensee shall pay monthly license fee within stipulated time to the Lessor (VPA) during the term of license, without any obligation / protest. If the rent is not paid by the Licensee 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 license period.

2.18. Statutory Clearances

- a. It would be the responsibility of Bidder/Licensee to obtain all approval and statutory clearances as required for project related facilities.
- b. The Bidder/licensee shall have to submit clearance certificates, wherever if necessary.
- c. Undertaking in this regard shall be submitted by the Bidder.
- d. **The authority shall provide electricity and water supply to the licensee as per availability at prevailing charges. However, in the event that VPA is unable to provide electricity and/or water supply, the operator shall make their own arrangements to meet their requirement at their own cost and responsibility, for which NOC will be granted by VPA.**

2.19. Expiry of License

- a. Upon the expiry of the license period, the Licensee is required to return the premises in a vacant, clean, and peaceful condition by the date of license termination. In the event of early termination or cancellation of the allotment, the Licensee shall vacate

and hand over peaceful possession of the space within the time stipulated in the cancellation notice. The Licensee is responsible for removing all structures, materials, or belongings from the premises at their own cost.

- b. However, in the event of Licensee's failure to hand over the vacant and peaceful possession of the Space within the stipulated time, it shall be lawful for the Chairman, 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 licensee of the said Space, by preparing Panchnama and removing any materials or belongings, demolishing structures, clearing equipment, furniture and restoring the premises. 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 Space shall be recoverable from the Licensee.
- c. In the case of cancellation of allotment and / or termination of license before expiry of the license period and / or completion of license period, the Licenser shall not be bound to pay any compensation, damages of whatsoever nature including for loss of business etc.
- d. After the expiry/termination of license or forfeiture of license on account of change of user assignment, etc., if the licensee continues to occupy it unauthorized, or if there is any encroachment, the licensee shall be liable to pay compensation for wrongful use and occupation at three times the annual License Fee of particular period, till vacant possession is obtained.
- e. Within one months of expiry / termination / termination of license, the licensee shall remove all structures, equipment, furniture at his cost, failing which these will vest with the port free of all encumbrances.
- f. If, at any time in the future, Visakhapatnam Port Authority (VPA) requires the space allotted to the Licensee for any purpose, the Licensee shall vacate and hand over the space to VPA within 60 days, at their own cost, without any excuses. In such cases, VPA will provide alternative space to the Licensee, subject to availability. It is hereby, expressly declared that exercise of power by the Chairman, Visakhapatnam Port Authority under this clause shall not preclude him from taking any action under any other relevant terms and conditions.

2.20. Administration of Terms of Allotment:

Chairman, Visakhapatnam Port Authority shall administer the main terms and conditions, terms of letter of allotment, rules and procedures of allotment and terms of License agreement on behalf of 'licensor' the Board of Trustees of Port of Visakhapatnam, Visakhapatnam Port Authority and the Chairman, Visakhapatnam Port Authority or any officer entrusted with the duties and exercising for the purpose by powers of Chairman shall issue all letters, notices, approvals and other communications in connection with the Space allotted including the notice of cancellation of allotment and / or termination of license, notice of taking over the possession of the Space 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 licensee/licensee and/or the Space 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 licensee.

All Rules and Regulations made by Chairman, 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 licensee.

2.21. Legal Jurisdiction

The Courts in the city of Visakhapatnam have jurisdiction for all legal actions arising out of this allotment through e-tender cum e-auction.

2.22. Arbitration

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

If the dispute is not resolved within 45 days, 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.

2.23. Passes for men and material in custom bounded area

- a. The licensee shall obtain all regulatory and statutory permits for entry and exit of manpower within the custom bounded area. RFID identity cards shall be issued at prevailing rates subject to approval by competent authority for manpower deployed in the rented area.
- b. Authorization letter from VPA for the daily inward and outward movement of material through RFID gates shall be obtained by licensor.
- c. Valid entry permit fees and entry passes for vehicles, manpower and materials through RFID gates within the customs bonded area will remain applicable unless the Cruise Terminal is excluded from the customs bonded area, subject to approval from Customs.

TERMS AND CONDITIONS

1. The licensee shall setup, operate and maintain the Confectionery and desserts shop along with associated facilities at their own cost.
2. The licensee is bound to develop the allotted Space at their own expense including maintenance and upkeep of the allotted space, equipment, and furnishings.
3. Any existing obstructions like pipelines, cables, structural elements, etc. in the allotted Space 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.
1. 4. The licensee must obtain all necessary licenses, approvals, and permits from competent and statutory authorities, comply with all statutory requirements, and secure a license to operate the Confectionery and sweet shop.
5. The licensee shall act in confirmation with Air and Water Pollution Acts and Environment Protection Act will be the responsibility of the Licensee.
6. The VPA shall provide electricity and water supply to the licensee as per availability at prevailing charges. However, in the event that VPA is unable to provide electricity and/or water supply, the operator shall make their own arrangements to meet their requirements at their own cost and responsibility. The VPA shall not be held responsible for any non-availability or interruption in the supply of electricity and water.
7. The licensee shall pay service charges @20% on the rental value of the allotted space for facilities such as parking, main approach roads, street lighting, centralized AC, lighting, Common area/facilities such as toilets, water dispensary area provided by VPA. These charges are subject to periodic revision, and any revisions shall be binding on the licensee.
8. The licensee is responsible for the maintenance, cleanliness, and upkeep of the allotted space. The licensee shall allow VPA officers to enter the premises for inspection purposes. If the space is not maintained in reasonably clean condition by the licensee, the Authority shall exercise its right to get the space cleaned at the risk and cost of the licensee and recover liquidated damages at the rate of Rs. 1000/- per day, for each default up to 5 days and thereafter Rs. 2000/- per day upto 10% of the security deposited and later on the authority can take actions including termination of the license.
9. The licensee shall not set up rights of occupancy in the allotted space.
10. The licensee is prohibited from constructing permanent structures on the allotted space. Temporary structures may be erected only with prior written approval from VPA. Upon license expiry or termination, the licensee must remove all temporary structures and restore the premises to its original condition. Failure to comply will result in removal by VPA at the licensee's expense and risk.

11. The licensee must comply with all applicable zoning regulations, building bylaws, and rules established by VPA or other relevant authorities. The licensee shall ensure unrestricted access to VPA officers for inspection and compliance verification throughout the license period.
12. The licensee shall comply with and adhere to all rules, regulations, and policies of the Visakhapatnam Port Authority that are of general application and in force during the license period. Additionally, the licensee shall abide by any new regulations or amendments introduced by the VPA or any other legally constituted authority with jurisdiction over the licensed space or related operations during the license term.
13. Conditions for Operations:
 - a. All products offered must strictly adhere to the guidelines and regulations established by the Food Safety and Standards Authority of India (FSSAI).
 - b. Regular quality checks must be conducted to ensure freshness, hygiene, and compliance with food safety standards.
 - c. Proper refrigeration and storage conditions must be maintained for perishable items, to prevent spoilage and ensure quality.
 - d. Items must be attractively displayed in a manner that adheres to hygiene standards and does not compromise food safety.
 - e. Products nearing their expiry date must be promptly removed from shelves to prevent any potential health risks.
 - f. The shop must provide a varied menu catering to diverse passenger preferences.
 - g. Relevant licenses must be displayed prominently within the shop premises.
 - h. Eco-friendly and biodegradable packaging materials must be used to minimize environmental impact. Packaging should also maintain the quality and freshness of the products during transit.
 - i. All employees must wear clean uniforms and maintain professional conduct. Proper training should be provided to ensure high standards of customer service and satisfaction.
 - j. The shop must be equipped with digital payment systems, including UPI and card payment options, to facilitate cashless and convenient transactions.
14. The Licensee shall not affix, display, or permit any signage, advertisements, or painted displays on the façade, roof, or external walls of the terminal building unless they directly pertain to the Licensee's operations. Permanent or temporary advertising attachments are strictly prohibited without prior written approval from the Visakhapatnam Port Authority.
15. The licensee shall not encroach upon any adjacent or nearby space in any manner. In the event of encroachment, the licensee will be subject to eviction, and a penalty rent at three times the normal rate will be charged. Additionally, the license may be cancelled at the discretion of the Port Authority.
16. 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 licensee shall be liable to pay the rental charges besides payment of cost of damages till the date of completion of the repairs/ damages.

17. In case of damage to the licensed premises, the licensee must immediately notify VPA to prevent further damage and take precautionary safety measures.
18. The Licensee shall indemnify the Lessor (Visakhapatnam Port Authority) against any damage caused to adjacent or neighboring properties due to any fire, accident, or other incidents occurring on the licensed premises. This indemnity applies regardless of whether the fire or accident was beyond the Licensee's control, except in cases of *force majeure* (unforeseeable events such as natural disasters or acts of God, strikes, or government-mandated restriction). The Licensee is responsible for ensuring safety measures and precautions to prevent such incidents.
19. The licensee must insure all developments and structures on the Licensed premises under the joint names of the lessor and the licensee for their full insurable value against risks such as fire and other damages, with a nationalized insurance company. The licensee must provide the lessor with proof of the current year's insurance premium payment. In case of default, the lessor may arrange insurance at the licensee's expense, with the cost recovered as rent.
In the event of damage, the licensee must use the insurance proceeds to rebuild or repair the premises as directed by the Chief Engineer (C.E.) of VPA. If insurance proceeds are insufficient, the licensee must bear the additional restoration costs. The License Fee shall continue to be paid even during the period of damage or destruction.
20. Upon license expiry, the licensee must hand over the premises in good condition, without requiring additional notice from VPA. Any delays in handing over possession will be treated as unauthorized occupation, and the licensee will be liable to pay a penalty at three times the annual License Fee, in addition to the regular License Fee, until the premises are vacated.
21. The license agreement shall be governed by the laws of Republic of India and shall be governed by MPA Act of 2021. Disputes shall be resolved through arbitration under the jurisdiction of the High Court of Andhra Pradesh.
22. Any change in the name and constitution of the Licensee's firm shall be with prior permission of the Visakhapatnam Port Authority, the Lessor and shall in no way affect the terms of agreement.

FINANCIAL DATA

Net Worth and turnover for last three financial years:

S.N o.	Financial Year	Net Worth (in Rs.)	Turnover (in Rs.)
1	2023-2024		
2	2022-2023		
3	2021-2022		
Average:			

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 License to Operate Confectionery and desserts shop for 11 Months on 'As is where is' basis at Visakhapatnam International Cruise Terminal, Visakhapatnam Port Area, Andhra Pradesh – 2nd call

1. Name of the Bidder/Licensee 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 space is proposed to be Licensed :
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. :
8. Details of existing business of Bidder/Licensee 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 BIDDER / bidder

UNDERTAKING BY THE BIDDER/LICENSEE (on firm's letter head)

TENDER FOR "License to Operate Confectionery and desserts shop for 11 Months on 'As is where is' basis at Visakhapatnam International Cruise Terminal, Visakhapatnam, Andhra Pradesh – 2nd call"

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. 1.8 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 declared 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 to influence the bid process and have not committed any offence under the Prevention of Corruption Act 1988 in connection with the bid.

Witness'

Signature:

Name:

Designation:

Address

Tel. No.:

Bidder/Licensee's

Name:

Designation:

Address

Date:

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

Tender No.

The Chief Engineer,

Sub:- BID for License to Operate Confectionery and desserts shop for 11 Months on 'As is where is' basis at Visakhapatnam International Cruise Terminal, Visakhapatnam, Andhra Pradesh – 2nd call – 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 90 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/Licensee 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/Licensee 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. 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.

18. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a License agreement/Agreements with VPA in accordance with the draft License 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.

19. 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 License 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 License.

20. 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.

21. 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 / License is not awarded to me/us or our Bid is not opened or rejected.

22. 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

23. I/We, the Partners agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License agreement/other agreements.

24. 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 license agreement. 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

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

Tender No. IENG / Est / CT / CNDS / 2025, Dt 05-05-2025

Name of Project: License to Operate Confectionery and desserts shop for 11 Months on 'As is where is' basis at Visakhapatnam International Cruise Terminal, Visakhapatnam, Andhra Pradesh – 2nd call

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.

Name of the Work: “License to Operate Confectionery and desserts shop for 11 Months on ‘As is where is’ basis at Visakhapatnam International Cruise Terminal, Visakhapatnam, Andhra Pradesh – 2nd call”

NIT No: IENG / Est / CT / CNDS / 2025, Dt 05-05-2025

COMMERCIAL BID/ BOQ

SI · N o.	Location	Area	Un it	Reserve Price Per Sq.mt. Per Month	Amount Quoted By The Bidder (Reserve Price + Premium Offered Over And Above The Reserve Price (In Figures Only)	Total Amou nt Witho ut Taxes In Rs.	Total Amount In Words
1	2	4	5	6	7	8	9
	Ground Floor at Visakhapatnam International Cruise Terminal situated at the entrance of the Inner Harbour entrance channel of VPA near GCB-RFID gate (Commercial space No.-12 and 15)	26.20	Sq. m.	714/-			

Note

- The RESERVE PRICE (SoR) per M²/ month, for the above-mentioned space has been fixed for the year 2025 - 26, as shown in the Commercial Bid format. The bidder has to offer premium over and above the RESERVE PRICE (SoR). Bidder quoting less than the RESERVE PRICE (SoR) shall be rejected.
- The minimum increment in the offer shall be in Rs.10/- (Rupees Ten only) and above per sq.mt. in respect of the plot and increment in offer below Rs.10/- shall not be considered.
- The successful bidder shall pay monthly License Fees for the allotted space based on sum of the reserve price and total premium offered in the e-Auction. In case of an extension, the monthly rental will include a 10% escalation, compounded annually.
- Wherever necessary, the approvals are to be obtained from the concerned authorities.

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

Date
Place

DRAFT FORMAT OF LICENSE AGREEMENT

Subject : License for space for establishing a _____ at Vishakhapatnam Cruise Terminal

THIS AGREEMENT made on theday ofTwo Thousand and Twenty-Five between:

THE BOARD OF THE Visakhapatnam Port Authority, a body corporate under the Major Port Authority Act, 2021, having its office at _____, represented by its _____ Shri. _____, son/daughter of Shri. _____, aged ____ years (hereinafter called "the Licensee"), which expression shall unless repugnant to the context or meaning thereof, include its successors in office and assigns) of the one part, and M/s _____, a company registered under the Companies Act, 1956/2013 and having its registered office at _____, represented by its Shri _____, son/daughter of Shri. _____ aged ____ years residing at _____ (Residential address). (hereinafter called "the Lessee" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the other part,

WHEREAS, the Authority is entitled to grant license at its Visakhapatnam International Cruise Terminal for the purpose of operating and maintaining a _____ at _____, so as to provide amenities and facilities to the passengers and visitors at the Visakhapatnam International Cruise Terminal and is in possession of space, more fully described in the schedule hereunder and in the plan annexed to this agreement, hereinafter referred to as the premises.

WHEREAS, the Licensee is desirous to render the services to the Authority on the terms and conditions mentioned hereunder:

AND WHEREAS the Authority is agreeable to grant the license. NOW, THEREFORE, this indenture witnesseth:

1. That the license for the said facility shall be valid for a period of _____ years from _____ to unless terminated earlier on account of following: -

- (a) By giving 60 days' notice in writing from either side without assigning any reason.
- (b) Terminated by Authority on a short notice on account of un-satisfactory performance.
- (c) Termination on expiry of the specified time period allotted for unresolved internal dispute resolution vide commercial manual and concerned Authority instructions on the subject.

2. The Licensee has accepted the Tendered premium of Rs. /Sqm/month over and above the Total Reserve price of Rs ----- /Sqm/month quoted by the Licensee in the Tender. The License Fee on the date of commencement of License shall be the sum of Lessee's Quoted Tender Premium Plus the Total Reserve Price (Rs. /Sqm/month + ----- /Sqm/month = Rs /Sqm/month) for the allotted premises.

3. That in consideration, Licensee shall pay the Authority every month in advance by way of License Fee on or before 7th day of English calendar month.
4. That in addition to the above said License Fee, Licensee shall pay all charges towards parking and utility charges as may be due as determined by the Authority and at the rate(s) fixed by it from time to time. Such charges shall be paid within the date(s) specified by the Authority.
5. That the Licensee shall pay all rates, assessments, out goings and other taxes as leviable on the licensee in 'Laws'.
6. That the Licensee shall make payment of License Fee etc. by cheque/demand drafts drawn on local banks. No outstation cheque shall be accepted in payment of License Fee etc.
7. That in the event of failure to pay the License Fee and other charges by due dates, simple interest @ "18" % per year be payable on all delayed payments without prejudice to the Authority's other rights and remedies.
8. That the Licensee shall deposit a sum of Rsi.e. equal to Six (6) months License Fee as Security Deposit through NEFT/RTGS mode to VPA account at Vishakhapatnam. In the event of the Licensee committing any breach of the terms & conditions of the license agreement, the Authority may without prejudice to other rights and remedies be entitled to forfeit / adjust the Security Deposit or any part thereof. In Such an event he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the Authority to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the license the Authority shall return the Security Deposit to him, without interest.
In the event of outstanding dues exceeds one month, the Authority may without prejudice to other rights and remedies be entitles to charge penal interest of 18% per annum. If the licensee fails to clear the dues within the said period of "6" months, the license agreement shall be terminated and the dues along with penal interest shall be adjusted from the security deposit and advance deposit, without grant of any extension whatsoever.
9. The Licensee shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license.
10. That the licensee shall maintain regular and proper account books along with supporting documents regarding business effected by the licensee in the said premises and said accounts documents shall all the times be kept open for inspection by Authority in such manner as may be prescribed. The licensee shall provide to the Authority, if so, required by the Authority, Statements of audited Accounts in such manner and within such period as the Authority may prescribe.
11. That the licensee shall have no right to object as and when the Authority decides to grant additional license for similar Facility at the Visakhapatnam International Cruise Terminal premises where the Licensee is rendering such services.
12. All the times during the currency of the license agreement, it shall be the responsibility of the licensee to obtain proper insurance coverage including fire, theft and burglary in respect of all the movable and immovable assets stored or used in the Licensed premises and authority shall not be responsible for any loss or damage caused to the licensee on any accounts whatsoever.
13. That the authority reserves to itself the right to change the location of the premises at any time and may at its discretion to call upon the Licensee to vacate the site/ space and may give him an alternative premises for the purpose of this license. In

such a case, the Licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation or revision in the License Fee on that score.

14. The Licensee shall use the premises for the Bonafide purpose as provided in the Agreement, more particularly described in the enclosed schedule, for the use of all passengers and visitors to the cruise terminal and Officers of the Authority and the staff of various cruise using the terminal and for no other purpose.
15. The Licensee shall at all times during the subsistence of the agreement maintain the allotted premises in good sanitary condition and in good and tenantable condition.
16. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
17. The Licensee shall not terminate the license before the expiry of the period of the license except by giving **60-day** notice in writing, otherwise the Licensee shall be liable to pay the Authority (without any demur or question) such amount of money as the Authority may decide as due to it by the Licensee. The license can be terminated by the Authority by giving 30-day notice in writing without assigning any reason thereto.

18. **Exit Clause in this Agreement shall be as follows:**

- a) **Termination due to expiry of the license period:** The license will deem to be terminated on the last date as given in the agreement provided the extension or renewal is approved by the competent authority on or before the last date and communicated to the party in writing and duly accepted. The liability of the party will continue to be payable along with the delayed interest (at the rate mentioned in the license agreement) till the same is settled. The Licensee cannot claim the dues to be time barred or ultra vires even if after the license agreement is deemed to have terminated by operation of this clause.
- b) **Termination due to internal dispute:** If the party or the Authority has invoked the internal dispute resolution clause and the same remains unresolved after the specified time period, it will be deemed that the notice period for the termination has commenced from the next date within which the dispute should have been resolved. No extra notice need be served by either party and the license agreement will terminate after the expiry of the notice period. The agreement should also provide for invocation of arbitration clause only after the internal dispute mechanism has been exhausted. However, the notice for termination will deem to have commenced irrespective of the arbitration proceedings.
- c) **Termination by either party:** Either party, Authority on one part and the licensee on the other part can serve the notice for termination by giving the requisite notice period. The notice given by the party should be approved by the acceptance Authority. However, the date on which notice was received at Authority's office will be the commencement of the notice period and administrative time required for the approval will not be added.

- d) If any provision of law or legislation of India makes it mandatory to stop / prohibits the continuation of any contract at any particular location or otherwise then it will deem to be closed from the date of such enactment. No compensation is payable by the Authority. Exponential penalty on licensees doubles the license fee per month in the form of demurrage charge can be imposed on licensees unauthorizedly occupying the premises after expiry of license period.
19. In the event of any default, failure, negligence or breach, in the opinion of the Authority on the part of the Licensee in complying with all or any of the conditions of the license agreement, the Authority will be entitled and be at liberty to terminate the license forthwith and assume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the Licensee for due performance of Agreement.
20. The Authority and the Licensee further agree that they are bound by the Special Conditions and Terms and Conditions enshrined in the tender document.
21. The NIT including General Information / Guidelines and relevant tender papers of the successful bidder, along with the award letter / letter of intent issued, in favour of successful bidder shall also form part and parcel of the license agreement.
22. **Novation Clause** - The license period is 11 months, which can be extended only for one time for a maximum period of 11 months on mutual basis with 10% increase in monthly license fee. The license may be terminated with a termination notice of 60 days without any liabilities to the Authority on account of anything else what so ever.
23. **Obligations relating to Transfer**
The Authority agrees that during the agreement, in the event the Authority transfers the rights to operate and maintain the Visakhapatnam International Cruise Terminal to a third party(s), the Authority shall ensure that;
- a) The Authority shall cause to transfer/novate this Agreement, in favour of such third party, on the principle that such transfer/novation would release Authority of all liabilities and obligations arising from and after the date of transfer/novation of such rights. The Parties, along with relevant third party(s) shall execute necessary documentation or put in place necessary agreements for the aforesaid transfer/novation;
 - b) The rights and obligations under or pursuant to all license agreement and other arrangements entered into in accordance with the provisions of this Agreement between Authority and Concessionaire shall be vested in such third party.

SIGNED BY,

FOR AND ON BEHALF OF VISHAKHAPATNAM PORT AUTHORITY IN THE PRESENCE OF:

WITNESS:

- 1.
- 2.

SIGNED BY _____ *ON BEHALF OF* _____ *IN THE PRESENCE OF:*

WITNESS:

- 1.
- 2.

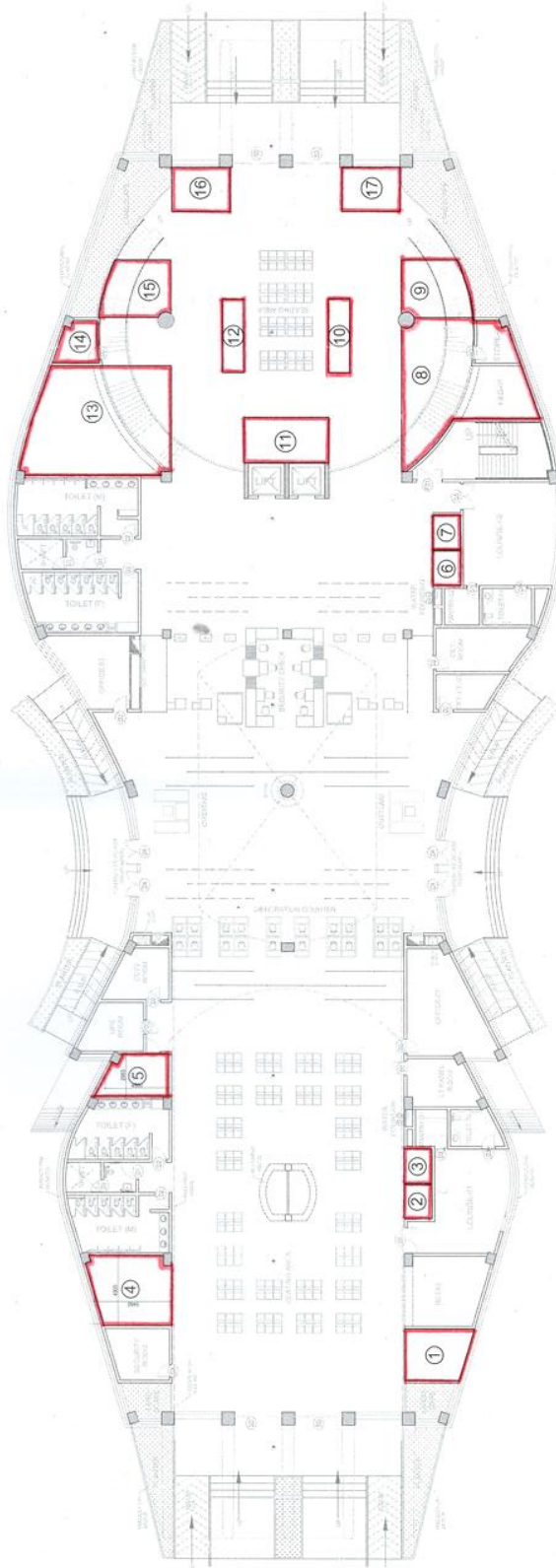
APPENDIX - 1

**Ground Floor Layout - Confectionery and desserts shop (Commercial Space No.12
and**

15)



VISAKHAPATNAM PORT AUTHORITY
ENGINEERING DEPARTMENT



GROUND FLOOR PLAN