



CHENNAI PORT TRUST
No.1,Rajaji Salai
Chennai-60001

**PROCEDURES FOR ALLOTMENT
OF LANDS IN CHPT**

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PART-I

CUSTOM NOTIFIED AREA

I. PROCEDURE FOLLOWED FOR ALLOTMENT OF LAND AND BUILDINGS INSIDE CUSTOM BOUND AREA ON NOMINATION BASIS FOR SHORT TERM

1. Fresh Allotment of lands & Buildings

- 1.1 Land allotment to Port users for cargo stacking and allied activities is made based on the “Policy Guidelines for Land Management by Major Ports, 2014 - Clarifications and Amendments”.
- 1.2 As per clause 10.1 (a) of Policy Guidelines for Land Management 2014 by Major Ports (clarification and amendment), the land inside custom bound area which is required on an immediate basis shall be given on license basis only and no lease may be permitted. Wherever feasible, such license shall be issued only by inviting competitive tenders. The guidelines laying down the detailed procedure in this regard shall be framed and approved by the Board of the Port. The license may be granted upto a maximum period of 11 months and shall be at the bid value discovered through the tender cum auction, wherever feasible and would be approved by the Board. In cases, where the tender-cum-auction is not possible, land can be allocated on license basis at the latest SoR.
- 1.3 The Board vide BR No.206, dated 12/01/2015 has resolved ‘to allot land inside custom bound area for a short term period up to 11 months on license basis for a maximum of two renewals for the purpose of cargo storage and related activities by the Chairman on firm cum first served basis based on vessel programme to be ratified by the board’.
- 1.4 The request of the users for immediate requirement of lands and Buildings for stacking of cargo and other Port related activities subject to availability are placed before the Land Allotment Committee for recommendation and on recommendation, on approval of competent authority land allotments are made to the users.
- 1.5 The license fee and other related charges for the allotment of Lands & Buildings of all the fresh and renewal of allotments are as per the latest SoR.

2 Renewal of Existing allotments of lands & Buildings

- 2.1 The request of the users for renewal of the existing allotment of lands and buildings for stocking of cargo and other Port related activities are placed before the Land Allotment Committee for recommendation and on recommendation, approval of competent authority is being obtained for the first two renewal of allotments and approval of the Board for the period beyond two renewal of allotments as per Board’s Resolution No.206 dated 12.1.2015.

- 2.2 The licensee fee and other related charges for the allotment of Lands & Buildings of all the renewal of allotments are as per the latest SoR.

II. PROCEDURE FOLLOWED FOR ALLOTMENT OF LAND INSIDE CUSTOM BOUND AREA ON LONG TERM BASIS THROUGH TENDER CUM AUCTION BASIS

1. As per clause 10.1(b) of the Policy Guidelines for Land Management 2014 by Major Ports ("Clarification and amendment), the Port may allot land inside custom bound area for activities vital to Port operations or for those which clearly aid Port activities and sea trade, such as setting up of duty free shop, communication centers, parking facilities, passenger facilities like shopping centres, cyber café, health clubs etc., and security related activities. The tenure of license for such land will be decided by the respective Port Trust Boards and such tenure shall not exceed 5 years. All such proposals should, however, have the necessary statutory and/or administrative approvals. Land is to be allotted through tender-cum-auction methodology through a competitive bidding process over the reserve price of such plots which shall be the updated SoR notified by TAMP.
2. As per the Board Resolution No.206, dated 12/01/2015, to invite Tender Cum Auction for allotment of vacant land on long term basis to a maximum period of 5 years for the development of temporary structure and storage /handling/processing cargo/activities vital to Port operations/activities aiding port activities.
3. The proposal regarding allotment of lands and buildings with reserve price has to be placed before Land Allotment Committee. On recommendation of Land Allotment Committee the proposal for allotment of lands and buildings through tender cum auction methodology to be submitted for approval of the competent authority.
4. The Board vide BR No.237 dated 27/02/2015 has approved the format incorporating the eligibility criteria. The Tender Cum Auction document incorporating the eligibility criteria and General and other conditions is attached for reference.
5. As per clause 13(d) of the Land Policy guidelines, the Reserve Price should be the latest SoR with due escalation for licenses inside custom bound area. The service tax is as per the notification of Government of India from time to time.
6. The tender cum auction procedures from Notice Inviting Tender till allotment and execution of License Agreement are followed as per the CVC guidelines wherever applicable.
7. The Notice Inviting Tender Cum Auction to be published in two leading dailies and in Port web-site with sufficient sale period.

8. As per clause 11.3 (c) of the Land Policy Guidelines, during the course of tender cum auction the H1 (highest) price Schedule shall be the floor price for all the eligible tenderers in the oral/physical auction for that particular plot. Subsequently, the highest offer through Oral / Physical Auction will again be taken as H1 (highest) price for the particular plot.
9. The existing licensee who has erected the temporary structures including Tank Farms in the specified allotted area and participated in the tender cum auction for the specified area/Tank Farms will be extended the right of first refusal to the particular area/Tank Farms subject to the condition that the existing licensee accepts the H1 price offered in the Oral / Physical Auction at the end of the auction proceedings.
10. If the existing licensee is not availing their right of first refusal or the plot happens to be allotted to the successful bidder other than the existing licensee, the value assessed by the third party valuer appointed by the Port for valuation of the existing structure Tank Farms has to be paid by the successful bidder to the existing allottee.
11. All financial transaction related to land shall be made with authorized banks on e-payment basis.

III. PROCEDURE FOLLOWED FOR ALLOTMENT ON LONG TERM LICENSE BASIS TO GOVERNMENT ORGANISATION

1. As per clause 10.1(b) of the Land Policy Guidelines, the request of the CPSUs/SPSUs and other Government organization for allotment of lands and buildings on nomination basis for a period of 5 years are placed before the Land Allotment Committee and on recommendation of the Land Allotment Committee and on approval of the competent authority the allotments are being made to the government organization for activities that are vital to Port operations or which clearly aid port activities at the latest SoR for a period of 5 years and which would be as per the latest SoR.
2. The allotments made to Government organizations prior to issuance of Land Policy Guidelines which have crossed 30 years, on approval of the Board, have to send to the empowered committee/Ministry of Shipping as per the checklist/formats issued by the Ministry of Shipping for approval.

IV OTHERS

1. Any proposal for revision of the land use plan shall be published in the website of the Port Trust inviting objections and suggestions and shall be finalized by the Board after considering the objections and suggestions received.
2. In case of any ambiguity or doubt arising in regard to any provision, the Ministry of Shipping would have the powers to interpret and clarify the same within the overall framework and spirit of these guidelines.
3. The Terms & Conditions of allotment as stipulated under Chapter-VIII - Estate Rentals of the latest SoR.

PART-II

CUSTOM DENOTIFIED AREA

I. PROCEDURE FOLLOWED FOR ALLOTMENT OF LAND AND BUILDINGS OUTSIDE CUSTOM BOND AREA ON NOMINATION BASIS FOR SHORT TERM

1. Fresh Allotment for lands & Buildings

- 1.1. As per Land Policy Guideline 2014 Clause 16.1 Normally, land outside custom bond area shall be given on lease basis only. However, in specific cases, for reasons to be recorded in writing, land can be given on licence basis only for Port related activities. Licence of land outside custom bond area will also be governed by the same methodology and conditions as are applicable in case of land inside custom bond area.
- 1.2. As per Land Policy Guideline 2014 Clause 16.2 (g) For Government schools and colleges, land can be allotted by the Port Trusts on nomination basis provided allotment is in the interest of the Port Trusts. The land allotted to such entities to be used exclusively for the purpose for which it has been allotted and under no circumstances, the usage can be changed. In case the leased land is not used for the purpose it is granted, the lease to be terminated and the land so allotted to be resumed by the Port. No transfer/sub-letting of such lease will be permitted. Concession upto 75% on the annual lease rent arrived at on the basis of updated/latest market value may be granted to government schools and colleges.
- 1.3. As per Land Policy Guideline 2014 Clause 16.2(h) Land / building are allotted on nomination basis on request to Government Departments, Statutory Local Bodies, Statutory Authorities / Autonomous Organizations under State / Central Ministries, Central Public Sector Undertakings (CPSUs), State Public Sector Undertakings (SPSUs) and security agencies like State Police, CISF, Coast Guard and Navy, subject to the availability of land
- 1.4. The request of the users for immediate requirement of lands and Buildings for Port related activities subject to availability are placed before the Land Allotment Committee for recommendation and on recommendation, on approval of competent authority land allotments are made to the users.
- 1.5. As per Land Policy Guideline 2014 Clause 16.2(b) Land / Building can be leased up to a maximum cumulative period of 30 years by the Port with the approval of the Board. Renewal of leases beyond thirty years and for a maximum cumulative period of 99 years should be recommended by the Port Trust Board after satisfying itself that the same is required to be renewed and that the Port does not require the said land for its own use. Renewals will be granted through the Empowered Committee mechanism subject to the approval of the Government and renewals will be limited to a maximum cumulative period of 99 years.

- 1.6. The license fee and other related charges for the allotment of Lands & Buildings of all the fresh and renewal of allotments are as per the latest SoR.

II. PROCEDURE FOLLOWED FOR ALLOTMENT OF LAND OUTSIDE CUSTOM BOND AREA ON LONG TERM BASIS THROUGH TENDER CUM AUCTION BASIS

- 1.1 As per Land Policy Guideline 2014 Clause 16.2.(d) Land shall be leased through tender -cum -auction methodology through a competitive bidding process over the reserve price of such plots which shall be worked out by the Land Allotment Committee of the Port and approved by the Port Trust Board and by TAMP. At the tender -cum -auction stage, depending upon its financial requirement, the Port may decide to invite bids either on- (i) Upfront basis, where the bidding parameter is the one-time upfront payment offered by the bidder for the lease period and a nominal lease rent of Rs. One per square metre to be collected every year for the currency of lease period, or; (ii) Premium basis, quoted by the bidder over and above the Reserve Price in terms of the annual lease rent, calculated as per the provisions. While leasing out land on upfront basis, the Board shall fix the Reserve Price which would be the NPV of the sum total of annual lease rentals calculated, escalated annually at the rate approved by the Board. The discount factor would be the longest term G-sec rate as per the latest RBI Bulletin. In both cases, the Port shall keep equivalent of two years rentals as security deposit.
- 1.2. As per Land Policy Guideline 2014 Clause 16.2. (e) A Land Allotment Committee shall be constituted by the Port Trust Board consisting of Deputy Chairman of the Port, and Heads of Departments of Finance, Estate and Traffic. The Land Allotment Committee will finalise the Reserve Price as per the methodology.
- 1.3. The proposal regarding allotment of lands and buildings with reserve price has to be placed before Land Allotment Committee. On recommendation of Land Allotment Committee the proposal for allotment of lands and buildings through tender cum auction methodology to be submitted for approval of the competent authority.
- 1.4. The tender cum auction procedures from Notice Inviting Tender till allotment and execution of License Agreement are followed as per the CVC guidelines wherever applicable.
- 1.5. The Notice Inviting Tender Cum Auction to be published in two leading dailies and in Port web-site with sufficient sale period.
- 1.6. As per Clause 11.2 (c) of the Land Policy Guidelines 2014 Amendment, during the course of tender cum auction the H1 (highest) price Schedule shall be the floor price for all the eligible tenderers in the oral/physical auction for that particular plot. Subsequently, the highest offer through Oral / Physical Auction will again be taken as H1 (highest) price for the particular plot

III. PROCEDURE FOLLOWED FOR RENEWAL OF ALLOTMENT:

- 1.1 As per Land Policy Guideline 2014 Clause 16.3 (a) In cases of renewal of existing leases with or without renewal option, the Port should verify if the land is required for its own use. If it is so required, the Port shall take possession of the land on expiry of lease.
- 1.2 As per Land Policy Guideline 2014 Clause 16.3 (b) If the land is not required by the Port for its own use, the Port should then check whether the land use is consistent with the land use plan and whether the lessees are not in default. Thereafter, if it is so, the following procedure will be adopted for renewal of lease of land outside the custom bond area.
- 1.3 As per Land Policy Guideline 2014 Clause 16.3 (c) During the process of renewal of existing leases, the Port is required to differentiate between those lease agreements that stipulate automatic renewal and those that do not provide for such automatic renewal at the end of the lease-period. In cases of renewal of existing leases, without automatic renewal option at the end of the lease-term, the land will be put to tender-cum-auction with the first right of refusal to be extended to the existing lessee. The existing lessee should be allowed to match the H-1 bid. If any structures has been constructed by the earlier lessee on the leased land, it would be valued by a third party valuer to be agreed upon by the Port Trust and the earlier lessee and the successful bidder has to remit the value of the structures which would be passed on to the previous lessee. The bidding and auction would be only on the reserve price of the land. With a view to dissuade non-serious bids, EMD for a valid bid should be fixed at 10% of the updated / latest market value of the land being put on tender. If the only bidder is the existing lessee, the annual lease rental would be determined on the basis of the updated/latest market value notified or the price quoted by the existing lessee in the tender-cum-auction, whichever is higher.
- 1.4 As per Land Policy Guideline 2014 Clause 16.3 (d) In respect of lease agreements with automatic renewal option, the lease can be renewed by the Port Trust Board by treating it as a fresh lease at the updated/latest market value

SAMPLE TENDER DODUMENTS FOR INSIDE CUSTOM BOUND AREA

CHENNAI PORT TRUST
TRAFFIC DEPARTMENT
TENDER CUM AUCTION DOCUMENT

T.N.No.C4/28/2015/T, Dated:.26/03/2015

Allotment of Port land inside Custom Bound Area on 'as is where is' condition on license basis for a period of 5 years without renewal option, for the development of temporary structure and for storage / handling / processing of cargo / activities vital to Port operations / activities aiding Port activities to willing Tenderers including the Importers / Exporters / Port Users fulfilling techno-commercial bid for licenses.

Tender sale date : 27/03/2015

Last date of tender sale : 27/04/2015

Date of site inspection : Up to 26/04/2015

Submission of offer date : Up to 4.00 p.m. at 27/04/2015

Opening of techno-commercial offers : 28/04/2015

For details : Log on to www.chennaiport.gov.in

THE TRAFFIC MANAGER
TRAFFIC DEPARTMENT
II FLOOR, CENTENARY BUILDING
CHENNAI PORT TRUST
No.1, RAJAJI SALAI, Chennai – 600 001
Tele- Fax No. 044-25393929
email address : tm@chennaiport.gov.in

[OFFER FOR PLOT.....]
(Mention the description of the plot as applicable)

NOTICE INVITING TENDER / SCOPE

Name of work : "Allotment of Port land inside Custom Bound area on 'as is where is' condition on annual license basis for 5 years without renewal option, for the development of temporary structure and for storage / handling / processing of cargo / activities vital to Port operations / activities aiding Port activities.

Invitation of offer :- Sealed tenders in two parts are invited from the willing tenderers for the allotment of land described below:

(Plots for 5 years'on Annual Licence fee basis)

Sl. No	Plot Description	Area in sq.m	Classification	Purpose of licence	Reserve Price terms in of annual licence rent (Rs. Per calendar month or part thereof	Reserve Annual Licence fee (in Rs.)	EMD
1	Erstwhile E2 Warehouse, Area IV	5810	Open Space paved	Storage / handling of for fertilizers / foodgrains	10,488/- per 100 sqm or part thereof	74,25,504/-	7,42,550/-
2	Erstwhile E3 Warehouse, Area IV	5810	Open Space paved	Storage / handling of for fertilizers / foodgrains	10,488/- per 100 sqm or part thereof	74,25,504/-	7,42,550/-
3	Bubble structure, Open space (at eastern side of M.Yard Road) III	11870	Open space - Unpaved	Storage / handling for all cargo	5,520/- per 100 sqm or part thereof	78,82,560/-	7,88,256/-

	Section						
4	Western side of Block yard track, III Section	6528	Open space - unpaved	Storage / handling for all cargo	5,520/- per 100 sqm or part thereof	43,71,840/-	4,37,184/-
5	Eastern side of E1 Warehouse, Area IV	15120	Open space – unpaved	Processing, storage and handling liquid cargo	5,520/- per 100 sqm or part thereof	1,00,68,480/-	10,06,848/-

A tenderer intending to bid for more than one plot should submit separately sealed offer complete in all respects for each plot by remitting separate tender fee & EMD for each tender document

2. **Tender Fee & EMD:** Techno-commercial part of each offer for each plot shall contain tender fee of Rs.525/- (Rupees Five Hundred and Twenty Five only) and Earnest Money Deposit fixed at 10% of the Reserve Annual Licence Fee for the respective plots (Banker's Cheque/Demand draft) as stated in the above table.
3. **Completeness of offer:** Each offer shall be completed in all respects so far as the contents of both Cover – I and Cover – II are concerned.
4. **Tender Fee:**
 - 4.1 The tender document may be downloaded from Chennai Port Trust's (CHPT's) website www.chennaiport.gov.in or purchased from the office of the Traffic Manager, Chennai Port Trust at 2nd floor, New Centenary Building, No.1, Rajaji Salai, Chennai – 600 001 in any of the manners as stated below:-
 - 4.1.1 For purchase of the tender document from the office of the Traffic Manager:- The **Tender Fee** (non-refundable) of ₹ 525/- (**Rupees Five Hundred and Twenty Five only**) for each plot may be deposited in cash with the AO/Cash Section, Ch.PT against endorsement from the office of the Traffic Manager, ChPT on an application of the intending tenderer.
 - 4.1.2 For downloading the tender document from ChPT website:- The **Tender Fee** (non-refundable) of ₹ 525/- (**Rupees Five Hundred and Twenty Five only**) for each plot may be deposited in the form of Banker's Cheque/Demand Draft

to be issued by any Scheduled Bank of India drawn in favour of 'The Chairman, Chennai Port Trust', *payable at Chennai*.

- 4.2 The original Receipt of cash deposit or the original Banker's Cheque/Demand Draft in case of tender document downloaded from website shall have to be enclosed along with the tender/offer in Cover – I without which no tender document shall be accepted. Tenderer intending to participate in the tender for more than one plot, shall have to deposit tender fee separately in the respective offer for each plot. (Appendix -1)
- 4.3 Tender / offer without the *tender fee* as above or deposited in any other form (say, by A/C Payee cheque) shall **not** be considered and will be invalid.
5. In case of any discrepancy between the content of the Tender Document submitted by the tenderer which is downloaded from ChPT's website and the master copy of the Tender Document available in the office of the Traffic Manager, ChPT, the latter shall prevail and shall be binding on the Tenderer.
6. **Earnest Money:**
 - 6.1 *Earnest Money Deposit will be equal to 10% of the annual reserve price of the respective plots (as indicated in Table) i.e., a sum of Rupeeswith the offer for each plot as 'Earnest Money Deposit' (EMD) in the form of Banker's Cheque/Demand Draft issued by any Scheduled Bank of India drawn in favour of 'The Chairman, Chennai Port Trust', payable at Chennai.* Tenderer intending to participate in the tender for more than one plot, shall have to deposit EMD separately in the respective offer for each plot. (Appendix - I)
 - 6.2 Tender / offer without the EMD as above or *EMD* deposited in any other form (say, by A/c Payee cheque) shall not be considered.
 - 6.3 Tenderers who have deposited EMD alone will be allowed to participate in the tender cum auction.
 - 6.4 The tenderers are advised to enclose an advance stamp receipt duly signed along with the Bank details, viz., Name and branch of the Bank, Account Number, Type of Account and IFSC & MICR code to enable the Ch.P.T. to refund the EMD amount through ECS to the unsuccessful tenderers.
 - 6.5.1 No interest shall be paid on the EMD from the date of its receipt till it is being refunded.
7. **Mandatory obligation:** Tender Fee and EMD shall be submitted in Cover – I of the tender for each plot without which no tender document shall be *accepted*. In case of the unsuccessful tenderers, the EMD will be refunded without interest through A/c payee cheque or to their ECS A/c, after finalization of the tender. *Therefore, the tenderers are requested to furnish the Bank details along with a cancelled cheque leaf to facilitate refund of EMD.* In case of the successful tenderers, the EMD shall be adjusted with Security

Deposit. In fact, mere submission of offer will not mean that a particular offer will be automatically considered qualified and the bid will be entertained. This is, however, subject to Clause No.14 of the Conditions of Tender.

8. **Inspection of site:** *The tenderer or his authorized representatives or agents will be granted permission to enter upon the premises and lands for the purpose of site inspection but on the condition that the tenderer / authorised representatives or agents shall indemnify in writing to The Traffic Manager against any loss to Trust property or against any liability in respect thereof.* Prospective tenderers are advised to *contact the officer* Shri B.Madhan, Deputy Traffic Manager, Lands & Buildings Section at Cell Phone No. +91 9444396678, regarding arrangement of site inspection. No cost incurred by the tenderers in preparing their offer or attending inspection of the site will be reimbursed by the ChPT.
9. **Deemed inspection:** Irrespective of participation in the site-inspection, the tenderers shall be deemed to have inspected the respective plot(s) before submission of offer and to have considered all relevant aspects necessary for submission of offer.
10. **Eligibility Criteria :**
 1. The Owners of the cargo including consignor, consignee, shipper or agent for the sale, custody, loading or unloading of such goods or any other Agent authorized by the Owner of the Cargo as defined under the Major Port Trusts Act 1963 shall be eligible for this tender.
 2. Average Annual Financial Turn Over during the last 3 years ending 31st March i.e., the previous financial year should be at least **30%** of the tender value.
 3. **Mode of Proof :** Notarized copy of Profit and loss account of the bidder for each of the three years authenticated by a Chartered Accountant or the Income Tax Return for each of the three years.
 4. **Experience :** The tenderer should have not less than three years of experience in exim trade/ coastal or the relevant field for the “purpose” of the tender that has been notified. Proof certificate to substantiate the above said years of experience is to be submitted.
 5. If the bidder does not possess any one of the above qualifying criteria he shall stand disqualified and his bid will not be taken up for evaluation.

CONDITIONS OF TENDER

Contents of offer: The following documents shall have to be submitted along with the tender for each plot:-

Techno-commercial part [Cover – I] :-

- (a) The original Receipt of Tender fee, if deposited in cash, or the original Banker's Cheque/Demand Draft towards the Tender fee in case the tender document is downloaded.

- (b) The EMD in the form of Banker's cheque / Demand Draft issued by a Scheduled Bank of India drawn in favour of "The Chairman, Chennai Port Trust payable at Chennai and the advance stamp receipt for refunding EMD. *The APPENDIX –I* enclosed herewith (indicating particulars / details of the Tender Fee & Earnest Money deposit) is to be filled up and submitted along with the covering letter of techno-commercial part of the offer]

Each page of this tender document, including addendum, if any, is to be duly signed and stamped as a token of having read all the pages and confirmation of having agreed to the same.

The blank space at the bottom of page 1 (i.e., offer for plot) of this tender document shall have to be filled in by the tenderer.

As far as the format for the "Price Schedule" as contained in this tender document is concerned, the relevant page is to be attached in blank form (**i.e. without any indication of value**) and by scoring out diagonally - duly signed and stamped – as a token of confirmation of having quoted in Cover – II according to the given format of the Price Schedule.

- (d) Papers indicating profile of the tenderer (i.e. details of tenderer)
- (e) The Tenderer should submit Self attested certificates of performance / allotment order similar nature showing performance experience successfully completed as indicated under the eligibility criteria.
- (f) Self attested copy of Trade License;
- (g) Self attested copy of I.T. PAN Card/ TAN.
- (h) Self attested copy of Service Tax registration certificate, if applicable. (Otherwise to mention 'Not Applicable')
- (i) Self attested copy of VAT registration certificate, if applicable. (Otherwise to mention 'Not Applicable')
- (j) Self attested copy of Audited Balance Sheet and Profit & Loss Account with Audit Report for the last three financial years ending 31st March.
- (k) Self attested copy of Current IT Return for *the last Assessment Year..*
- (l) Self attested copy of valid Professional Tax Challan, if applicable. (Otherwise to mention 'Not Applicable')
- (m) Self attested copy of Partnership Deed (in case the tenderer is a partnership firm) or self attested copy of Memorandum of Association and Articles of Association/ Bye laws along with certificate of incorporation (in case the tenderer is a company). This is not applicable for a proprietorship firm and in that event, the same is to be clearly stated in the covering letter of the techno-commercial part of the offer.

- (n) Self Attested papers to indicate the status of the firm, name and designation of the proprietor/partners/ directors/major share holders etc. with profit sharing ratio and/or share holding pattern certified by authorities concerned or Chartered Accountant/Company Secretary.
- (o) Original Power of Attorney in favour of the person signing the tender document, if the tender is not signed by the proprietor / partner / authorized signatory, as the case may be.
- (p) Format of undertaking to be submitted by the tenderer is attached as **APPENDIX – II** and the same should be duly filled in, signed and stamped.
- (q) A copy of the Addendum (if issued pursuant to the pre-bid meeting or otherwise), any notice etc. – duly signed and stamped as a token of confirmation of having read all the pages and agreed to the same.
- (r) The self attested copy of the drawing for the particular plot, out of the drawings uploaded separately with this tender document. However, the self attested copy of other drawings shall **not** have to be enclosed.
- (s) Any other documents/ papers/ forms / formats) duly signed and stamped or duly filled in, signed and stamped, as may be indicated by ChPT in the website before the pre-bid meeting.

Non-submission of any of the aforesaid documents, if applicable, may lead to techno-commercial disqualification of the offer.

Price part [Cover – II] :-

The duly filled in format for Price Schedule without any overwriting and without any counter condition of any sort for the specific plot as given in the Appendix III

All prices / rates in the price bid should be clearly written both in figures and in words. In case of discrepancy between the prices / rates in figures and words, the prices / rates in words will be considered correct.

Bidders should avoid alterations / corrections in the prices / rates submitted by them.

2. **Pre-bid meeting:** In this connection, prospective tenderers may send advance queries to the Contact Officer (Shri B.Madhan, Deputy Traffic Manager at Cell Phone No. +91 9444396678 & email ID **tm@chennaiport.gov.in**) by email/post. ChPT will be at liberty to amend the tender document and issue addendum, if needed, pursuant to such pre-bid meeting or otherwise. The same, if issued, shall be part and parcel of the tender document and shall be hoisted in ChPT's website.

Besides, any other addendum, if issued, shall also be hoisted in ChPT website and the same shall likewise be part and parcel of the tender document. Accordingly, the prospective tenderers are advised to visit the

website upto the date (or revised date, if any) of submission of tender regularly.

3. **Tender fee:** As stated at para 4 of the Tender Notification.
4. **Earnest Money:** As stated at para 6 of the Tender Notification.
5. **Validity:** The offer shall be kept valid for a period of 15(Fifteen days) from the date of opening of the techno-commercial part of the tender. The above validity period is, however, subject to extension, if agreed to by the tenderers in response to any request made by ChPT.
6. **Envelopes for the tender:-** Sealed offers in two separately sealed envelopes — one containing Techno-commercial part marked as Cover – I and the other containing the Price part marked as Cover – II, shall have to be put inside another sealed cover. The inner covers for techno-commercial & price parts and outer cover shall have the following superscription on the envelopes respectively:-

For inner cover containing the Techno-commercial part (Cover – I):-

Inner Cover for plot
(Mention the description of the plot as applicable)
Part – I - TECHNO-COMMERCIAL PART (Cover – I)
T.N.No. C4/28/2015/T, Dated :26/03/2015

For inner cover containing the Price part (Cover – II):-

Inner Cover for plot
(Mention the description of the plot as applicable)
Part – II - PRICE PART (Cover – II)
T.N.No. C4/28/2015/T, Dated :26/03/2015

For outer cover containing the aforementioned two sealed covers
(i.e. both Cover – I & Cover – II):-

Outer Cover for plot
(Mention the description of the plot as applicable)
T.N.No. C4/28/2015/T, Dated :26/03/2015.

7. **Submission of the tender:** The offers sealed as stated above shall have to be submitted in the designated tender box kept at the office of the Traffic Manager, located at 2nd floor of the Centenary Building of Chennai Port Trust at No.1, Rajaji Salai, Chennai – 600 001 **up to 04.00 p.m. on 27/04/2015**. No tender document received after the aforesaid scheduled time & date shall be considered and no request/ communication from the end of any tenderer shall be entertained by ChPT in connection with late submission of bid.
8. **Opening of techno-commercial part of the tender:** Techno-commercial part (Cover – I) of the Tenders will be **opened on 28/04/2015** at the Traffic Manager, Conference Room of ChPT, at No.1, Rajaji Salai, in presence of the willing tenderers or their authorized representatives.

9. **Interruption of activities:** In the event of any unforeseen circumstances such as holidays, bandhs, strikes, transport dislocation etc. on the scheduled day of pre-bid meeting / submission of offers / opening of techno-commercial part or price part of the tender, such activity shall take place at the same venue and at the same time on the next working day of ChPT.
10. **Contact Officer:** Further details/clarification, if required, will be available from Shri B.Madhan, Deputy Traffic Manager at Cell Phone No. +91 9444396678, Land & Buildings Section, Traffic Department, ChPT
11. **Right of acceptance:** Chennai Port Trust reserves the right to accept or reject any or all tenders without assigning any reason thereof.
12. **Offer Preparation Cost:** The Tenderer shall be responsible for all the costs associated with the preparation of its offer and its participation in the tender. ChPT will not be responsible in any manner for such costs, regardless of the conduct or outcome of the tender process.
13. **Evaluation / Auction:**
 - 13.1 Only those techno-commercially qualified bidders of the tender, who have quoted more than the **reserve annual licence fee** in the Price Schedule, would be allowed to take part in the manual/oral auction for that particular plot. In case there is only one techno-commercially qualified bidder for any plot, there will not be any requirement for manual/oral auction for that particular plot.
 - 13.2 The Licence Fee quoted by the H1 (highest) tenderer in the price Schedule shall be the floor price for all the eligible tenderers in the manual/oral auction for that particular plot having a license period of 5 years.
 - 13.3 The date, time and other details of manual/ oral Auction will be intimated to the tenderers qualified to participate in the manual/oral auction, in advance. The authorized representative attending the manual/oral auction process should submit an authorization letter to be issued by the competent authority of the tenderer authorizing him to attend the auction process and offer bids. A copy of the Photo Identity Card (like PAN, Voter Identity Card, Passport) of the authorised representative attending the manual/oral auction, should be submitted on the day of auction. Original of both the documents should also be made available on the day of auction, for verification.
14. **Substitution, Withdrawal of Tender:** The tenderers may substitute or withdraw their offer after submission, provided that written notice of the substitution or withdrawal is received by ChPT **before the due date of submission of offer i.e. on 27/04/2015** or any extended date. No offer shall be substituted or withdrawn by any tenderer after the Due Date of submission of offer or any extension thereof.

15. **Amendment of Tender Document:** At any time prior to the due date for submission of tender, ChPT may, for any reason, whether at its own initiative or in response to queries raised /clarifications sought by the tenderer(s) during the pre-bid meeting or otherwise, modify the Tender Document by issuance of Addendum in official website of ChPT [www.chennaiport.gov.in]. In order to afford prospective tenderer(s) a reasonable time to take Addendum into account, or for any other reason, ChPT, at its discretion, may extend the due date of submission of offer through appropriate notification in the official website www.chennaiport.gov.in.

16. **Tests of Responsiveness:**

a) Prior to evaluation of Techno Commercial Part of the tender, ChPT will determine whether each offer is responsive to the requirements of the tender document. An offer/tender shall be considered responsive if the tender: -

- i) Is received by the due date (including extended period, if any).
- ii) Is signed, sealed and marked as stipulated in the tender document.
- iii) Is accompanied by all the forms and formats dully filled in/ executed, as the case may be.
- iv) Contains all the information as requested in the tender document.
- v) Does not show inconsistencies between the offer and the supporting documents.
- vi) *Is accompanied by Tender Fee and EMD in the form as specified in this tender.*

b) **Clarifications:**

To assist in the process of evaluation of Tender, ChPT may, at its sole discretion, ask any tenderer to provide relevant documents / details, seek clarifications in writing from any tenderer regarding their offer. The request for providing such relevant details / documents and / or clarification and the response shall be in writing through post or by facsimile (ChPT's Fax No. 044-25393929).

c) **Confidentiality:**

Information required by ChPT from the tenderer(s) for the purpose of examination, evaluation etc. will be kept in confidence by ChPT and ChPT will not divulge any such information unless it is ordered to do so by any authority that has power under the law to require its release.

CONDITIONS OF LICENCE & SCOPE OF CONTRACT

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

1. **Plot details:** The allotment of each of the plots of land will be on 5 yearly license fee on 'as is where is' condition for the purposes, without any renewal option, as mentioned in the Notice.
2. **Applicability of the Chennai Port Trust's Scale of Rates:** The operational conditions for the allotted area under license basis stipulated under the Scale of Rates will be applicable for all the licensed space inside the Custom Bound Port Area.

This tender cum auction is for 5 years license without renewal option and the successful bidder has to pay annual license fee every year in advance. For these tendered plots, the annual escalation is 5% on the quoted rate irrespective of the change in the base Scale of Rates for the Port. One time refundable security deposit of 6 months License Fee will be collected.

The Highest rate quoted will be the base rate for oral auction subsequently. The highest rate obtained in final oral auction will be considered for allotment.

3. **Sub-Let:** No subletting / transfer or parting with possession of the licensed plot property will be allowed.
4. No licensee shall convert the plot area allotted to him / them into private bonded area except with the written permission of the Ch.P.T. The Ch.P.T. in addition to his license fees leviable for such space, levy penalty as per the Scale of Rates on his failure to obtain the prior written permission from CHPT, licensor. In case the licensee's request for conversion into private bonded area is accepted, the licensee has to remit of the rate as applicable for such category of the land / space. The licensee shall produce the Customs certificate treating the areas as Private Bonded area.
5. Goods stored under the licensed space shall be at the entire risk and responsibility of the licensees. The CHPT will not in any way take responsibility for pilferage, theft, fire or loss thereof. The licensees shall post their own watch to safeguard the goods stored at their allotted space and to prevent any unauthorized occupation of such space by others.
7. The licensees shall agree to comply with all rules or directions issued by the CHPT from time to time. Should the licensees neglect to comply with such rules or directions, the CHPT may terminate the license

8. **Disputes:** In the event of any disagreement/dispute between ChPT and the successful tenderer, disputes shall be resolved by adjudication as per Public Premises (Eviction of Unauthorized occupants) Act, 1971 including any amendment thereof.
9. **Jurisdiction of Court:** Besides what has been stated above, in case any dispute remains unresolved, the same shall be under the jurisdiction of appropriate courts in Chennai **only**.
10. **Cleanliness:** The successful tenderer shall be responsible for keeping the plot clean to the satisfaction of ChPT and pollution-under-control as per applicable norm of State / Central Pollution Control Board and other statutory authorities during the entire licence period.
11. **Applicable charges:** During the currency of the licence, the licensee or his authorised agent shall be liable to pay the licence fee charges as per the Allotment Order and to maintain the deposit account(s) with ChPT if any as required.
12. After expiry/termination of licensee or forfeiture of licensee on account of change of user assignment, etc., if the licensee continues to occupy it unauthorized, the licensee shall be liable to pay penalty for wrongful use and occupation as prescribed in the Scale of Rates till the vacant possession is obtained.
13. **Permission for construction:** No permanent construction / installation within licensed plot shall be allowed. General repair and maintenance work, without changing the characteristics, of the existing mechanical/electrical equipments may be allowed with prior written permission (including terms and conditions and required payment) of Traffic Manager, ChPT .
In addition, construction of temporary structures like Tank Farms, Silos, Storage Sheds etc. may be allowed with prior written approval of the Competent Authority. However, the same shall be removed at the licensee's cost on expiry of the five years license period.

14. The successful tenderer should bear the cost of infrastructure, if required, for the power connectivity / water supply to their licensed plot with prior written permission of appropriate ChPT authority.
15. **Indemnity:** The licensee shall at his own expenses pay compensation for any injury, loss or reinstate and make good to the satisfaction of ChPT for loss or damage accrued to any property or rights of ChPT whatever, including ChPT's agents/servants/employees, or any third party arising out of or in any way in connection with the licence and further, the licensee shall indemnify ChPT against all claims enforceable against ChPT (or agents/servants/employees of ChPT) or which would be so enforceable against ChPT as applicable, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.
16. **Terms of payment:**
 - (i) The successful tenderer shall make full payment towards (a) security deposit- one time refundable security deposit of 6 months License Fee shall be paid within 7 working days from the date of issuance of offer letter by Ch.P.T. (b) The advance annual license fee for the first year of license shall be paid along with the Security Deposit, as stated above. The advance annual license with the applicable escalation for the 2nd year onwards shall be paid before commencement of that year i.e., 15 days in advance to the expiry of the respective current year.
 - (ii) An annual escalation of 5% (Compoundable) will be effected on the license fee quoted by the successful bidder during the license period of 5 years, irrespective of any change in the reserve price recommended by Scale of Rates during the license period of 5 years.
 - (iii) The belated payment of Annual License Fee shall attract penal interest as per scale of rates from the due date till the date of payment subject to maximum of 15 days from the due date.
 - (iv) In the event of delay in making the payment as stated above, the ChPT will have the right to cancel the allotment of the land apart from forfeiting the Security Deposit and initiating the action under the provisions of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971.
 - (v) The currency of payment shall be in INR.
 - (vi) The tax components will be as in vogue from time to time. The same has to be paid by the licensee along with the licence fee for onward remittance to the concerned authority.
17. The sequence of activities as enumerated in the clause shall be as follows:
 - (a) Issuance of offer letter / Allotment order by ChPT to the successful tenderer;

- (b) Acceptance of the said offer letter by the successful tenderer alongwith payment of security deposit and Advance annual licence fee as mentioned in clause 19 below.
- (c) Acknowledging the allotment order by the successful bidder will be treated as taken possession of the space for the purpose of the tender.
18. **Security Deposit:** The successful tenderer shall deposit a sum equivalent to 6 months license fee as Security Deposit by Demand Draft or Banker's cheque payable in favour of The Chairman, Chennai Port Trust, payable Chennai / Electronic transfer to Ch.P.T's Bank Account before taking over possession of land/property and the same shall be paid within 7 working days from the date of issuance of offer letter by Ch.P.T. The Security Deposit will not carry any interest. In the event of cancellation of license to the allottee, the Security Deposit and the applicable license fee shall be adjusted against the dues payable by the bidder to the Licensor, if any.
19. **Purpose:** If the allotted land is not utilized for the purpose it has been allotted, the License is liable for termination and the Security Deposit shall be forfeited.
20. **Way leave:** For installation of permanent pipelines, other service lines etc. through ChPT estates outside the licensed lands/structures, way leave permission from Mechanical & Electrical Engineering Department of ChPT will have to be separately obtained.
21. **Termination of licence :** ChPT reserves the right to terminate the licence and cancel the allotment, if there is breach of terms and conditions as per Allotment Order.
22. **Sanitation & Fire Service:** The successful tenderer will also keep the plot in good sanitary and drainage condition at their own cost. Necessary fire-fighting arrangement has also to be done by him after obtaining 'No objection' certificate in writing from Deputy Conservator, Marine Department, ChPT for any such installations.
23. **Statutory Clearances:** The licensee must obtain all statutory clearances, as may be required as per law(s), from the concerned Ministries/Departments/ Authorities before commencement of activities and thereafter, will follow all safety norms as may be prescribed by the competent authorities.
24. **Licence Agreement :**
- The successful tenderer / bidder has to enter into an agreement with the Trust at his cost duly affixing the non judicial stamp of value of Rs.100/- in the prescribed format. This executed agreement along with the subject tender document conditions, all those correspondence letters, note, clarifications if any etc., exchanged between the Licensee and Licensor shall form a part of the agreement and will be a binding contract between the Chennai Port Trust, Licensor and the Licensee.

EVALUATION CRITERIA

- The tenderers shall quote the license fee, as the case may be, in rupees, in the format for price schedule of this tender document in such a fashion so that the quoted annual license fee is more than the indicated reserve annual license fee.
- The price covers of **only** the techno-commercially qualified tenderers shall be opened.
- Tender shall be evaluated on the basis of the amount to be quoted as per format of price schedule.
- The tenderer quoting the highest amount of annual license fee, as the case may be, shall be considered as the highest tenderer in the price bid.
- The annual license fee, as the case may be, quoted by such highest tenderer would be the floor price for manual/oral auction for that particular plot.
- In the auction, tenderers will be required to bid annual license fee above the respective floor price so fixed.
- The H1 tenderer of auction will be required to pay annual license fee as per the bid in auction, if auction is held. If auction is not required to be held, the H1 tenderer in the tender will be the successful tenderer.

SAMPLE TENDER DODUMENTS FOR OUTSIDE CUSTOM BOUND AREA



CHENNAI PORT TRUST

Tender – cum – Auction for Allotment of space in Port land / Building at outside custom bond area on ‘as is where is’ condition on Annual lease basis for a period ofyears with renewal option to


Tender – cum – Auction Document

**TENDER NO.....
CIVIL ENGINEERING DEPARTMENT
NO.1.RAJAJI SALAI
CHENNAI - 600 001.**

[OFFER FOR (Land / Building’s open Terrace....)]

Mention the description & Area of the item as applicable
.....

NIT FOR PRESS

	Chennai Port Trust Civil Engineering Department
Tender No. " PREMISES ON RENT "	
Tender are invited under two cover system for "Tender cum Auction for Allotment of space in Port land / Building at outside custom bond area on 'as is where is' condition on Annual lease basis for a period ofyears with renewal option to.....".	
Details of plot/premises/location/ reserve price etc., are available in Chpt official web site under tender link. The tender document can be down loaded from Chpt web site.	
Sale : .2016 to .2016	
Opening of offers: 3.15 hrs on2016	
Any further amendments / corrigendum will be issued only through official web site details:-	
www.chennaiport.gov.in ,	
CHIEF ENGINEER	

CHENNAI PORT TRUST
CIVIL ENGINEERING DEPARTMENT
TENDER CUM AUCTION DOCUMENT

Tender No.

Tender – cum –Auction for Allotment of space in Port land / Building at outside custom bond area on ‘as is where is’ condition on Annual lease basis for a period of years with renewal option to

Tender sale date : .2016
Last date of tender sale : .2016
Date of site inspection : Up to .2016
Submission of offer date : Up to 3.00 p.m. at .2016
Opening of technical bid : 3.15 pm at 2016
Opening of Price -bid : Intimated later
For details : Log on to www.chennaiport.gov.in

**THE CHIEF ENGINEER
CIVIL ENGINEERING DEPARTMENT
V th FLOOR, CENTENARY BUILDING
CHENNAI PORT TRUST
No.1, RAJAJI SALAI, Chennai – 600 001
Tele No. 044-25362201 extn.2645
email address : CE@chennaiport.gov.in**

(Mention the description & Area of the item as applicable – Refer Table, Annexure I & II)

[OFFER FOR

- 1. Item No.**
- 2. Mention the Name of the building.....**
- 3. Area offered.....**
- 4. **** Premium over and above the Reserve Price in %.....**

Note: ** Highest Reserve Price quoted only Valid**

Tender No.....

CHENNAI PORT TRUST

Tender – cum – Auction for Allotment of space in Port land / Building at outside custom bond area on ‘as is where is’ condition on Annual lease basis for a period ofyears with renewal option to.....

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NOTICE INVITING TENDER / SCOPE

Name of work : Tender – cum –Auction for Allotment of space in Port land / Building open terrace at outside custom bond area on 'as is where is' condition on Annual lease basis for a period of years with renewal option.....

Invitation of offer :- Sealed tenders are invited under Two cover system from the willing tenderers for the allotment of areas described below:

(Areas for a period of years' on Annual Lease fee basis)

Item No	Place Description	Classification	Purpose of lease	Area to be filled by tenderer	SoR Reserve Price (Per calendar month or part thereof)	Premium over and above the Reserve Lease fee in % over and above the SoR reserve price (to be filled by tenderer)	Annual lease amount (ie) Column 5x7x12 months
1	2	3	4	5	6	7	8
1	Open land - (outside of the port premises) at Rajaji Salai	Open Space – out side (Suitability / possibility area)		-----	Rs.11012/- per 100 sq.m. or part thereof	-----	-----
2	Building – (outside of the port premises) at Rajaji Salai	Open Terrace (Suitability / possibility area)		-----	Rs.464/- per sq.m. or part thereof	-----	-----
	a)	sq.m					
	b)	sq.m					
	c)	sq.m					
	d)	sq.m					
Total							_____

1. **A tenderer intending to bid for more than one item in each location / premises shall submit in all respects for each item (Land / Building) by remitting tender fee & EMD for tender document**
2. **Tender Fee & EMD:** Tender document cost (**Land / Building**) shall contain tender fee of Rs.525/- (Rupees Five Hundred and Twenty Five only) including 5% VAT and Earnest Money Deposit fixed at 10% of the Reserve Annual Lease Fee or Rs.1.00 Lakh (Whichever is higher) (Banker's Cheque / Demand draft).
3. **Completeness of offer:** offer shall be completed in all respects so far as the contents of both Cover – I and Cover – II are concerned.
4. **Tender Fee:**
 - 4.1 The tender document may be downloaded from Chennai Port Trust's (CHPT's) website www.chennaiport.gov.in or purchased from the office of the AO (cash) at the Ground floor of the Old Administrative office Building, No.1, Rajaji Salai, Chennai – 600 001 in any of the manners as stated below:-
 - 4.1.1 For purchase of the tender document from the office of the AO (cash) - The **Tender Fee** (non-refundable) of ₹ **525/- (Rupees Five Hundred and Twenty Five only)** including 5% VAT for each item (**Land / Building**) may be deposited in cash with the AO (Cash) Section, Ch.PT against endorsement from the office of the Superintending Engineer (LBS), ChPT on an application of the intending tenderer.
 - 4.1.2 For downloading the tender document from ChPT website:- The **Tender Fee** (non-refundable) of ₹ **525/- (Rupees Five Hundred and Twenty Five only)** including 5% VAT for each item (**Land / Building**) may be deposited in the form of Banker's Cheque/Demand Draft to be issued by any Scheduled commercial Banks of India drawn in favour of 'The Chairman, Chennai Port Trust', *payable at Chennai*.
 - 4.2 The original Receipt of cash deposit or the original Banker's Cheque /Demand Draft in case of tender document downloaded from website shall have to be enclosed along with the tender/offer in Cover – I without which no tender document shall be accepted. Tenderer intending to participate in the tender for more than one item in each location / premises of (**Land / Building**), shall have to deposit tender fee separately in the respective offer for each item. (Appendix -1)
 - 4.3 Tender / offer without the *tender fee* as above or deposited in any other form (say, by A/C Payee cheque) shall not be considered and will be invalid.
5. In case of any discrepancy between the content of the Tender Document submitted by the tenderer which is downloaded from ChPT's website and the master copy of the Tender Document available in the office of the

Superintending Engineer (LBS), ChPT, the latter shall prevail and shall be binding on the tenderer.

6. Earnest Money:

- 6.1 10% of the Reserve Annual Lease Fee or Rs 1.00 lakh whichever is higher for respective each location / premises (**Land / Building**) with the offer for item (**Land / Building**) as '**Earnest Money Deposit**' (**EMD**) in the form of Banker's Cheque/Demand Draft issued by any Scheduled Bank of India drawn in favour of 'The Chairman, Chennai Port Trust', payable at Chennai. Tenderer intending to participate in the tender for more than one items in each location (**Land / Building**), shall have to deposit EMD separately in the respective offer for each item (**Land / Building**). (Appendix - I)
- 6.2 Tender / offer without the EMD as above or *EMD* deposited in any other form (say, by A/c Payee cheque) shall not be considered.
- 6.3 Tenderers who have deposited EMD alone will be allowed to participate in the tender cum auction.
- 6.4 The tenderers are advised to enclose an advance stamp receipt duly signed along with the Bank details, viz., Name and branch of the Bank, Account Number, Type of Account and IFSC & MICR code to enable the Ch.P.T. to refund the EMD amount through ECS to the unsuccessful tenderers.
- 6.5.1 No interest shall be paid on the EMD from the date of its receipt till it is being refunded.

7. Mandatory obligation:

Tender Fee and EMD shall be submitted in Cover – I of the tender for each item (**Land/ Building**) without which no tender document shall be *accepted*. *EMD for disqualified Tenderers will be returned to them immediately and EMD for unsuccessful bidders the DD/Banker's cheque shall be returned immediately after selection of H1 bidder. EMD of H1 bidder shall be either returned/adjusted in the Security Deposit the next working day after the date of award of Contract if the H1 is selected within 90 days*". In case of the unsuccessful tenderers, the EMD will be refunded without interest through ECS A/c, if the finalization of the Tender is beyond 90 days. Therefore, the tenderers are requested to furnish the Bank details along with a cancelled cheque leaf to facilitate refund of EMD. In fact, mere submission of offer will not mean that a particular offer will be automatically considered qualified and the bid will be entertained. This is, however, subject to Clause No.14 of the Conditions of Tender.

- 8. Inspection of site:** The tenderer or his authorized representatives or agents will be granted permission to enter upon the premises and lands for the purpose of site inspection but on the condition that the tenderer/ authorized representatives or agents shall indemnify in writing to The Chief Engineer against any loss to Trust property or against any liability in respect thereof. Prospective tenderers are advised to contact the Superintending Engineer

(LBS) for leasing of Lands & Buildings Section at Phone No. **044-25362201 Extn: 2645**, regarding arrangement of site inspection. The cost incurred by the tenderers in preparing their offer or attending inspection of the site will not be reimbursed by the ChPT **Tenderer has to quote for each location and premises as a separate tender. Upon inspection of the site, the tenderer has to satisfied himself with all relevant requirement in respect of his requirement and stability certificate and offer statutory enforceable requirement upon which alone he has to participate in tender. Port does not have any responsibilities towards the cost involved in this process of quoting the tender.**

9. **Deemed inspection:** Irrespective of participation in the site-inspection, the tenderers shall be deemed to have been inspected the respective items (**Land / Building**) before submission of offer and to have considered all relevant aspects necessary for submission of offer.

10. **Eligibility Criteria:**

To qualify for award of the contract, bidders are advised to note the **minimum qualification criteria** specified below:

Company having registered under companies Act / The business entity having an office premise in India / Register and approved by Telecom Regulatory Authority of India (TRAI) and relevant to the above purchase of allotment. Necessary certificate / approval should be obtained by the bidder from the competent authority if required.

(i) The average Annual Financial Turnover for the last three years ending 31st March 2015 should be of 1.5 times of the Reserve Lease fee calculated for the duration of the lease period.

(ii) Experience of having successfully completed similar works "installation of above subject works and value" during the last 7 years ending 31st Dec 2015:

Further, copy of the income tax return each of the three years has to be furnished by the tenderer towards proof for financial eligibility. Besides, self attested copies of Profit and Loss account for last three years, a certificate for the Annual Turnover for the last three years from a Chartered Accountant has to be enclosed by the bidder.

CONDITIONS OF TENDER

Contents of offer: The following documents shall have to be submitted along with the tender for each items (**Land / Building**):-

Technical - Bid [Cover – I] :-

- (a) The original Receipt of Tender fee, if deposited in cash, or the original Banker's Cheque / Demand Draft towards the Tender fee in case the tender document is downloaded.
- (b) The EMD in the form of Banker's cheque / Demand Draft issued by a Scheduled Bank of India drawn in favour of "The Chairman, Chennai Port Trust payable at Chennai and the advance stamp receipt for refunding EMD. The **APPENDIX – I** enclosed herewith (indicating particulars / details of the Tender Fee & Earnest Money deposit) is to be filled up and submitted along with the covering letter of the offer]

Each page of this tender document, including addendum, if any, is to be duly signed and stamped as a token of having read all the pages and confirmation of having agreed to the same.

- (c) The blank space at the bottom of page 1 (i.e., offer for the item (**Land / Building**) of this tender document shall have to be filled in by the tenderer.

As far as the format for the "Price Schedule" as contained in this tender document is concerned, the relevant page is to be attached in blank form (**i.e. without any indication of value**) and by scoring out diagonally - duly signed and stamped – as a token of confirmation of having quoted in Cover – II according to the given format of the Price Schedule (Appendix – III).

- (d) Papers indicating profile of the tenderer (i.e. details of tenderer)
- (e) Self attested copy of I.T. PAN Card/ TAN.
- (f) Self attested copy of Service Tax registration certificate, if applicable. (Otherwise to mention 'Not Applicable')
- (g) Self attested copy of VAT registration certificate, if applicable. (Otherwise to mention 'Not Applicable')
- (h) Self attested copy of Audited Balance Sheet and Profit & Loss Account with Audit Report for the last three financial years ending 31st March.
- (i) Self attested copy of Current IT Return for *the last Assessment Year*..
- (j) Self attested copy of valid Professional Tax Challan, if applicable. (Otherwise to mention 'Not Applicable')
- (k) Self attested copy of Partnership Deed (in case the tenderer is a partnership firm) or self attested copy of Memorandum of Association and Articles of Association/ Bye laws along with certificate of incorporation (in case the tenderer is a company). This is not applicable for a proprietorship firm and in that event, the same is to be clearly stated in the covering letter of the offer.

- (l) Self Attested papers to indicate the status of the firm, name and designation of the proprietor/partners/ directors/major share holders etc. with profit sharing ratio and/or share holding pattern certified by authorities concerned or Chartered Accountant/Company Secretary.
- (m) Original Power of Attorney in favour of the person signing the tender document, if the tender is not signed by the proprietor / partner / authorized signatory, as the case may be.
- (n) Format of undertaking to be submitted by the tenderer is attached as **APPENDIX – II** and the same should be duly filled in, signed and stamped.
- (o) A copy of the Addendum (if issued pursuant to the pre-bid meeting or otherwise), any notice etc. – duly signed and stamped as a token of confirmation of having read all the pages and agreed to the same.
- (p) The self attested copy of the drawing for the particular area, out of the drawings uploaded separately with this tender document. However, the self attested copy of other drawings shall **not** have to be enclosed.
- (q) Any other documents/ papers/ forms / formats) duly signed and stamped or duly filled in, signed and stamped, as may be indicated by ChPT in the website before the pre-bid meeting.

Price Bid [Cover – II] :- APPENDIX - III

The duly filled in format for Price Schedule without any overwriting and without any counter condition of any sort for the specific item (**Land / Building**) as given **in the Appendix III**

All prices / rates in the price bid should be clearly written both in figures and in words. In case of discrepancy between the prices / rates in figures and words, the prices / rates in words will be considered correct.

Bidders should avoid alterations / corrections in the prices / rates submitted by them.

2. **Pre-bid meeting:** In this connection, prospective tenderers may send advance queries to the Contact Officer Superintending Engineer (LBS) for leasing of Lands & Buildings Section at Phone No. **044- 25362201 Extn: 2645** & **email ID dycemdo@yahoo.com** by email / post. ChPT will be at liberty to amend the tender document and issue addendum, if needed, pursuant to such pre-bid meeting or otherwise. The same, if issued, shall be part and parcel of the tender document and shall be hoisted in ChPT's website.

Besides, any other addendum, if issued, shall also be hoisted in ChPT website and the same shall likewise be part and parcel of the tender document. Accordingly, the prospective tenderers are advised to visit the website upto the date (or revised date, if any) of submission of tender regularly.

3. **Tender fee:** As stated at Para 4 of the Tender Notification.
4. **Earnest Money:** As stated at Para 6 of the Tender Notification.

5. **Validity:** The offer shall be kept valid for a period of **90 (ninety days)** from the date of opening of the technical bid of the tender. The above validity period is, however, subject to extension, if agreed to by the tenderers in response to any request made by ChPT.
6. **Envelopes for the tender:-** Sealed offers in two separately sealed envelopes — one containing Technical bid marked as Cover – I and the other containing the Price bid marked as Cover – II, shall have to be put inside another sealed cover. The inner covers for technical bid & price bid and outer cover shall have the following superscription on the envelopes respectively:-

For inner cover containing the Technical bid (Cover – I) :-

Inner Cover for item.....
 (Mention the description of the item (**Land / Building**) as applicable)
Part – I – TECHNICAL _BID (Cover – I)
 Tender. No.

For inner cover containing the Price Bid (Cover – II):-

Inner Cover for item
 (Mention the description of the item (**Land / Building**) as applicable)
Part – II - PRICE BID (Cover – II)
 Tender. No.....

For outer cover containing the aforementioned two sealed covers
 (i.e. both Cover – I & Cover – II) :-

Outer Cover for item
 (Mention the description of the item (**Land / Building**) as applicable)
 Tender . No.....

7. **Submission of the tender:** The offers sealed as stated above shall have to be submitted in the designated tender box kept at the office of the Superintending Engineer (LBS), located at 3rd floor of the Old Administrative office building of Chennai Port Trust at No.1, Rajaji Salai, Chennai – 600 001 **up to 03.00 p.m. on .2016** and the same shall be opened at “15.15 hrs” on the same day.

No tender document received after the aforesaid scheduled time & date shall be considered and no request/ communication from the end of any tenderer shall be entertained by ChPT in connection with late submission of bid.

8. **Opening of technical bid of the tender:** Technical bid (Cover – I) of the Tenders will be **opened on .2016** at, in presence of the willing tenderers or their authorized representatives.

9. **Interruption of activities:** In the event of any unforeseen circumstances such as holidays, bandhs, strikes, transport dislocation etc. on the scheduled day of pre-bid meeting / submission of offers / opening of technical part or price part of the tender, such activity shall take place at the same venue and at the same time on the next working day of ChPT.
10. **Contact Officer:** Further details/clarification, if required, will be available fromat **Phone No.** **& email ID:**
11. **Right of acceptance:** Chennai Port Trust reserves the right to accept or reject any or all tenders without assigning any reason thereof.
12. **Offer Preparation Cost:** The Tenderer shall be responsible for all the costs associated with the preparation of its offer and its participation in the tender. ChPT will not be responsible in any manner for such costs, regardless of the conduct or outcome of the tender process.
13. **Evaluation / Auction: (Cover II- Price bid)**
 - 13.1 Only those technically qualified bidders of the tender, who have quoted more than the **reserve lease fee** in the Price Schedule, would be allowed to take part in the manual / oral auction for that particular item (**Land / Building**). In case there is only one technically qualified bidder for any item (**Land / Building**), there will not be any requirement for manual / oral auction for that particular item. The date of opening of price bid may be intimated to the tenderers qualified in the Technical bid cover – I. The manual/oral Auction will be held on the same day immediately after the opening of price bid.
 - 13.2 The annual Lease fee/ licence Fee quoted by the H1 (highest) tenderer in the price Schedule shall be the floor price for all the eligible tenderers in the manual/oral auction for that particular items (**Land/ Building**) having a lease/ licence period.
 - 13.3 The authorized representative attending the manual / oral auction process should submit an authorization letter to be issued by the competent authority of the tenderer authorizing him to attend the auction process and offer bids. A copy of the Photo Identity Card (like PAN, Voter Identity Card, Passport) of the authorized representative attending the manual / oral auction, should be submitted on the day of auction. Original of both the documents should also be made available on the day of auction, for verification.
 - 13.4 The final Annual Lease fee (H1) is arrived from, (1). Quoted price (2). Auction price – Whichever is higher for each item. In case of single qualified bid auction will not be held.
14. **Substitution, Withdrawal of Tender:** The tenderers may substitute or withdraw their offer after submission, provided that written notice of the substitution or withdrawal is received by ChPT **before the due date of submission of offer** or any extended date. No offer shall be substituted or withdrawn by any tenderer after the Due Date of submission of offer or any extension thereof. The ChPT reserves the right to forfeit the EMD paid by the

Tenderers in the event of withdrawal of Tender, after submission of offers beyond the Tender/Opening date.

15. **Amendment of Tender Document:** At any time prior to the due date for submission of tender, ChPT may, for any reason, whether at its own initiative or in response to queries raised /clarifications sought by the tenderer(s) during the pre-bid meeting or otherwise, modify the Tender Document by issuance of Addendum in official website of ChPT [www.chennaiport.gov.in]. In order to afford prospective tenderer(s) a reasonable time to take Addendum into account, or for any other reason, ChPT, at its discretion, may extend the due date of submission of offer through appropriate notification in the official website www.chennaiport.gov.in.
16. **Tests of Responsiveness:**
- a) Prior to evaluation of Technical bid of the tender, ChPT will determine whether each offer is responsive to the requirements of the tender document. An offer / tender shall be considered responsive if the tender: -
- i) Is received by the due date (including extended period, if any).
 - ii) Is signed, sealed and marked as stipulated in the tender document.
 - iii) Is accompanied by all the forms and formats dully filled in/ executed, as the case may be.
 - iv) Contains all the information as requested in the tender document.
 - v) Does not show inconsistencies between the offer and the supporting documents.
 - vi) Is accompanied by Tender Fee and EMD in the form as specified in this tender.
- b) **Clarifications:**
- To assist in the process of evaluation of Tender, ChPT may, at its sole discretion, ask any tenderer to provide relevant documents / details, seek clarifications in writing from any tenderer regarding their offer. The request for providing such relevant details / documents and / or clarification and the response shall be in writing through post or by facsimile (**ChPT's Fax No. 044-25360968**).
- c) **Confidentiality:**
- Information required by ChPT from the tenderer(s) for the purpose of examination, evaluation etc. will be kept in confidence by ChPT and ChPT will not divulge any such information unless it is ordered to do so by any authority that has power under the law to require its release.

CONDITIONS OF LEASE & SCOPE OF CONTRACT

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

1. **Vacant area details:** The allotment of port **Land / Building** years lease fee on 'as is where is' condition for the purposes, with renewal option, at discretion of Chennai Port based on the then prevailing SoR plus excess quoted by the bidder as mentioned in the Notice.
2. **Applicability of the Chennai Port Trust's Scale of Rates:** The operational conditions for the allotted area under lease basis stipulated under the Scale of Rates will be applicable for all the leased space. The quoted Place description as mentioned in Tender under the Column 2 of (Areas for a period of years' on Annual lease fee basis) is applicable item wise.

This tender cum auction is for years lease with renewal option and the successful bidder has to pay annual lease fee every year in advance. The quoted annual license fee is subject to 5% escalation compoundable per annum. The escalation will be from January of every year and annual license fee for each year will be worked out accordingly. One time refundable security deposit of 24 months Lease Fee will be collected.

The tenderer has to quote in terms of percentage (%) over and above of the schedule of rates other terms and conditions in respect of terms in schedule of rate is applicable. The highest tendered amount on each location and premises will be considered for awarding subject to satisfy and other parameters and other conditionality as approved by the TAMP is applicable, during the process of tender and entire lease period as agreed there upon.

The Highest reserve lease fee in % quoted will be the base rate for oral auction subsequently. The highest reserve lease fee in % obtained in final oral auction will be considered for allotment. Incase of single qualified bid, auction will not be held.

3. **Sub-Let:** No subletting / transfer or parting with possession of the leased areas will be allowed.
4. No lessee shall convert the space allotted to him / them into area except with the written permission of the Ch.P.T. The Ch.P.T. in addition to his lease fees leviable for such space, levy penalty as per the Scale of Rates on his failure to obtain the prior written permission from CHPT, licensor. In case the lessee's request for conversion into area is accepted, the lessee has to remit of the rate as applicable for such category of the land / space / any development thereon. No encroachment should be done by the lessee other than the area quoted/allotted.
5. Goods/Materials stored under the leased space shall be at the entire risk and responsibility of the lessee. The CHPT will not in any way take responsibility

for pilferage, theft, fire or loss thereof. The lessee shall post their own watch to safeguard the goods stored at their allotted space and to prevent any unauthorized occupation of such space by others.

6. The lessee shall agree to comply with all rules or directions issued by the CHPT from time to time. Should the lessee neglect to comply with such rules or directions, the CHPT may terminate the lease
7. **Disputes:** In the event of any disagreement/dispute between ChPT and the successful tenderer, disputes shall be resolved by adjudication as per Public Premises (Eviction of Unauthorized occupants) Act, 1971 including any amendment thereof.
8. **Jurisdiction of Court:** Besides what has been stated above, in case any dispute remains unresolved, the same shall be under the jurisdiction of appropriate courts in **Chennai only**.
9. **Cleanliness:** The successful tenderer shall be responsible for keeping the allotted areas clean to the satisfaction of ChPT and pollution-under-control as per applicable norm of State / Central Pollution Control Board and other statutory authorities during the entire lease period.
10. **Applicable charges:** During the currency of the lease, the lessee or his authorized agent shall be liable to pay the lease fee charges as per the Allotment Order and to maintain the deposit account(s) with ChPT if any as required.
11. After expiry/termination of lessee or forfeiture of lessee on account of change of user assignment, etc., if the lessee continues to occupy it unauthorized, the lessee shall be liable to pay penalty for wrongful use and occupation as prescribed in the Scale of Rates till the vacant possession is obtained.
12. **Permission for construction: No permanent construction / installation** within leased area shall be allowed unless otherwise permitted by the competent authority by dully followed by the procedures thereof. General repair and maintenance work, without changing the characteristics, of the existing mechanical/electrical equipments, structural in case of the allotment of space for installation over the existing Building Terrace and appropriate permission from appropriate authority may be obtained for installation & operating of Base Trans Receiver Station Towers, equipment room and Generator room may be allowed with prior written permission (including terms and conditions and required payment) of Chief Engineer, ChPT. In addition, **construction of temporary structures like Sheds etc. may be allowed with prior written approval of the Competent Authority.** However, the same shall be removed at the lessee's cost on expiry of the lease period.
13. The successful tenderer should bear the cost of infrastructure, if required, for the power connectivity / water supply to their leased plot with prior written permission of appropriate ChPT authority.
14. **Indemnity:** The lessee shall at his own expenses pay compensation for any injury, loss or reinstate and make good to the satisfaction of ChPT for loss or damage accrued to any property or rights of ChPT whatever, or any third

party arising out of or in any way in connection with the lease and further, the lessee shall indemnify ChPT against all claims enforceable against ChPT or which would be so enforceable against ChPT as applicable, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

15. Terms of payment:

The successful tenderer shall make full payment towards (a) security deposit-one time refundable security deposit of 24 months Lease Fee shall be paid within 7 working days from the date of issuance of offer letter by Ch.P.T. (b) The advance annual lease fee with applicable taxes for the first year of lease shall be paid along with the Security Deposit, as stated above. The advance annual lease with the applicable escalation for the 2nd year onwards shall be paid before commencement of that year i.e., 15 days in advance to the expiry of the respective current year. The Additional Security deposit from the second year to the escalated amount for 24 months shall be payable along with the license fee for the difference due to escalation in License fee for each year.

Sub clause for

- (i) The payment shall be made by through Online /RTGS / Electronic transfer to Ch.P.T's Bank account. The break up details like lease fee, service tax, TDS etc, shall be furnished to AO (Rent) within 3 days of remittance.
 - (ii) An annual escalation of 5% (Compoundable) will be effected on the lease fee quoted by the successful bidder during the lease period of 5 years. Any change in the reserve price recommended by Scale of Rates during the lease period of 5 years will be applicable as per Scale of Rates as and when arises.
 - (iii) The belated payment of Annual Lease Fee shall attract penal interest as per scale of rates from the due date till the date of payment subject to maximum of 15 days from the due date.
 - (iv) In the event of delay in making the payment as stated above, the ChPT will have the right to cancel the allotment of the areas apart from forfeiting the Security Deposit and initiating the action under the provisions of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.
 - (v) The currency of payment shall be in INR.
 - (vi) The tax components will be as in vogue from time to time. The same has to be paid by the lessee along with the lease fee for onward remittance to the concerned authority.
16. The sequence of activities as enumerated in the clause shall be as follows:
- (a) Issuance of offer letter / Allotment order by ChPT to the successful tenderer

- (b) Acceptance of the said offer letter by the successful tenderer along with payment of security deposit and Advance annual lease fee as mentioned in clause 17 below.
- (c) Acknowledging the allotment order by the successful bidder will be treated as taken possession of the space for the purpose of the tender.
17. **Security Deposit:** The successful tenderer shall make full payment towards security deposit- one time refundable security deposit of 24 months Lease Fee shall be paid within 7 working days from the date of issuance of offer letter by Ch.P.T. The Additional Security deposit from the second year to the escalated amount for 24 months shall be payable along with the license fee for the difference due to escalation in License fee for each year. The payment shall be made by through Online /RTGS / Electronic transfer to Ch.P.T's Bank account. The break up details like lease fee, service tax, TDS etc, shall be furnished to AO (Rent) within 3 days of remittance.
18. **Purpose:** If the allotted area is not utilized for the purpose it has been allotted, the Lease is liable for termination and the Security Deposit shall be forfeited.
19. **Way leave:** For installation of permanent pipelines, other service lines etc. through ChPT estates outside the leased lands/structures, way leave permission from Mechanical & Electrical Engineering Department of ChPT will have to be separately obtained.
20. **Electricity:**
- (a) A separate electrical meter shall be provided by EME Dept and electrical meter cost will be charged to the lessee and the Lessee shall pay the consumption charges on or before 10th of every month and as directed / to the finance department of CHPT.
The Electrical charges are subject to revision from time to time by Chief Mechanical Engineer and the Lessee is liable to pay at the revised rate as charged by Chief Mechanical Engineer. The non-remittance of above charges by the Lessee within the specified period shall attract an interest of 14.25% per annum from the due dates and also liable for disconnection.
- (b) **Security Deposit for Electricity (Refundable)**
- The Security Deposit for Electricity charges shall be based on the assessed electricity consumption by Chief Mechanical Engineer for 3 months which shall be paid by the Lessee before providing power supply. This will not carry any interest. This Deposit or any part of it shall be refunded to the Lessee, after the expiry of Lease period or upon termination of lease for any breach of conditions of Lease, and after adjusting all dues, claims of the Trust.

21. **Water**

a. For water consumption, a separate meter shall be provided by EME Dept and meter cost will be charged to the lessee and the Lessee has to pay the water consumption charges as charged by Chief Mechanical Engineer from time to time and as directed / to the finance department of CHPT. These charges shall be paid by the Lessee every month before 10th of the succeeding month, failing which it will attract an interest of 16.75% per annum and also liable for disconnection. Further the Lessee should avoid waste of water in any form.

b. **Security Deposit for Water (Refundable)**

The Lessee shall pay security deposit for water consumption at the rate of assessed water consumption by Electrical and Mechanical Engineering Department for 3 months. This shall not carry any interest.

This Deposit or any part of it shall be refunded to the Lessee after the expiry of Lease period or upon determination of Lease for violation of conditions of lease, and after adjusting dues, claims of the Trust.

22. Any charges by way of partitions with doors, modification / decoration including provision of false ceiling air condition, etc., if required by Lessee will be done at his own cost without any damage to the leased premises only with the prior written approval of the Chief Engineer.

23. **Repair and Maintenance of area allotted:**

The **Land / Building's open terrace** area allotted shall be maintained by the allottees at their cost. If any normal and minor repairs occur and which is not due to the act of the allottee during the currency of Lease period, the allottee shall carryout repairs to the satisfaction of the Trust, failing which the Trust will repair the same at the cost, as decided by the Trust and the Lessee shall pay such cost to the Trust failing which it will be adjusted from the Security Deposit or such their sums lying with the Trust. However, any damages caused by the action of the lessee, the same shall be rectified at his cost. In this connection, the decision of CE is final and not arbitrable.

24. **Termination of lease:**

- a) Breach of condition of lease / terms shall result in termination.
- b) Any false declaration either in the tender document or otherwise shall lead to termination.
- c) Either party shall be at liberty to terminate the lease at any time by giving to the other, party three calendar months notice in writing of its or their intention of terminating the same. Settlement thereof will be arrived by both the parties on mutually agreed basis.
- d) The leased property can be resumed at any time before the expiry of the lease period if required by the Government / Trust in national interest by the board for its own use with three months notice or on payment of compensation in accordance with the formulations as may be approved by the Government / If the lease is cancelled for not complying with the condition of the lease, no compensation shall be payable by the Port.

25. **Sanitation & Fire Service:** The successful tenderer will also keep the allotted areas in good condition at their own cost. Necessary fire-fighting arrangement has also to be done by him after obtaining 'No objection' certificate in writing from Deputy Conservator, Marine Department, ChPT for any such installations.

26. **Statutory Clearances:** The lessee must obtain all statutory clearances, as may be required as per law(s), from the concerned Ministries/Departments/ Authorities before commencement of activities and thereafter, will follow all safety norms as may be prescribed by the competent authorities.

27. **Lease Agreement:**

The successful tenderer / bidder has to enter into an agreement with the Trust at his cost duly affixing the non judicial stamp of value of Rs.20 in the prescribed format or as prescribed by state government from time to time. This executed agreement along with the subject tender document conditions, all those correspondence letters, note, clarifications if any etc., exchanged between the Lessee and Licensor shall form a part of the agreement and will be a binding contract between the Chennai Port Trust, Licensor and the Lessee. The terms and conditions as per Land Policy guidelines / SoR and other relevant will be applicable.

EVALUATION CRITERIA

- The tenderers shall quote the reserve lease fee in % as the case may be, in rupees, in the format for price schedule of this tender document in such a fashion so that the quoted annual lease fee is more than the SoR reserve lease fee.
- The price covers of **only** the technically qualified tenderers shall be opened.
- Tender shall be evaluated on the basis of the amount to be quoted as per format of price schedule.
- The tenderer quoting the highest amount of reserve lease fee, as the case may be, shall be considered as the highest tenderer in the price bid.
- The reserve lease fee, as the case may be, quoted by such highest tenderer would be the price for manual/oral auction for that particular plot.
- In the auction, tenderers will be required to bid reserve lease fee above the respective price so fixed.
- The H1 tenderer of auction will be required to pay annual lease fee as per the bid in auction, if auction is held. If auction is not required to be held, the H1 tenderer in the tender will be the successful tenderer.

Price Bid

Item No	Place Description	Classification	Purpose of lease	Area to be filled by tenderer	Reserve Price (Per calendar month or part thereof)	Premium over and above the Reserve Lease fee in % (to be filled by tenderer)	Annual lease amount
1	2	3	4	5	6	7	8
1	Open land - (outside of the port premises) at Rajaji Salai	Open Space – out side (Suitability / possibility area)			Rs.11012/ - per 100 sq.m. or part thereof		
2	Building – (outside of the port premises) at Rajaji Salai	Open Terrace (Suitability / possibility area)			Rs.464/- per sq.m. or part thereof		
	a)	sq.m					
	b)	sq.m					
	c)	sq.m					
	d)	sq.m					
Total							

(in words) Rupees.....

Note:

1. The decimal will be rounded off to nearest rupee.
2. For Land upto 100 Sq.m, the unit will be taken as 1
3. For avoidance of doubt, the annual lease fees will be calculated as follows:

If a bidder quote premium 5% over and above the Reserve price, the quoted rate will be taken as lease rate ie $Rs.11012 \times 5\%(0.05) = Rs.11012 + 550.60 = Rs.11562.60$ Say Rs.11563/-. Then the Annual lease fees will be $Rs.11563 \times 12$ Months.

APPENDIX – I

Format for Tender Fee and Earnest Money deposited for participation in the tender for Tender – cum –Auction for Allotment of space in Port land / Building at outside custom bond area on ‘as is where is’ condition on Annual lease basis for a period of years with renewal option to

(Mention specific item (Land / Building)from the **Table of Notification**

Amount as	Amount in Rs.	Cash Receipt No./ Banker’s Cheque No./ DD No. with date, as applicable	Name and Branch of Bank in case of Banker’s Cheque/ DD
Tender Fee			
EMD			

(Signature of the tenderer with stamp)

APPENDIX - II

FORMAT OF UNDERTAKING TO BE SUBMITTED BY THE TENDERER

I (signatory of this undertaking).....son / daughter of.....
aged about.....years, by faith.....by occupation.....,residing
at....., do hereby solemnly affirm and declare as follows:

- I / We am/are a citizen(s) of India;
- I / We have not been removed/ dismissed from service/employment earlier;
- I / We have not been found guilty of misconduct in professional capacity;
- I / We am not an undischarged insolvent;
- I / We have not been convicted of an offence;
- I / We have read and understood the terms and conditions contained in the Tender .No. T/ LBS4/ 08/2016/E, dated. /0 /2016 and all applicable addenda;
- I / We agree to all the terms and conditions contained in the T.N.No.T/LBS4/ 08 / 2016/E, dated /0 /2016 and all applicable addenda ;
- I / We have not concealed or suppressed any material information, facts and records and
- I / We have made a complete and full disclosure.
- I / We have not been delisted/debarred/blacklisted by any Govt. Ministry/ Department / PSU/ Autonomous Body/ Local Authority in connection with our business with them in any manner whatsoever, during last 5 years.

In the above undertaking, 'I' stands for the individual or the proprietor and 'We' stands for tenderers having other legal status.

Dated:

Signature.....

Name.....

Address.....

SEAL OF THE TENDERER:

Token confirmation of price schedule as given in Cover –II.

(To be enclosed in Cover – I)

Price Schedule Format for Tender No.

To
The Chief Engineer,
Chennai Port Trust.

Sir,
We here by submit our price bid

DESCRIPTION OF ITEM (Land/ Building)	PREMIUM OVER AND ABOVE THE RESERVE LEASE FEE (In %)

The Reserve lease fee quoted above is exclusive of all taxes, duties and charges.

Note:

[OFFER FOR

1. Item No. 1 & 2 land & Building.....]
2. Mention the Name of the building.....
3. Area offered.....
4. ****Premium over and above the reserve fee in %

Note: ** Highest reserve fee quoted only valid**

Specific Intended Purpose:

.....

Amount to be quoted in **figure** for the Annual Lease Fee per Year (excluding tax etc,.) (in Rs.):.....

Amount to be quoted **in word** for the Annual Lease Fee per Year (excluding tax etc,.) (in Rs.):.....

Name & Signature
of the witness with date

Signature of the tenderer with
stamp & date

Note: This Sheet to be filled only the location/premises not the rate by the bidder with sign and enclosed with cover – I

APPENDIX-III---(Cover – II)

Price Schedule Format for Tender No.....

To
The Chief Engineer,
Chennai Port Trust.

Sir,
We here by submit our price bid

DESCRIPTION OF ITEM (Land/ Building Terrace)	PREMIUM OVER AND ABOVE THE RESERVE LEASE FEE (In %)

The reserve lease fee quoted above is exclusive of all taxes, duties and charges.

Note:

Fill up the rate in the space below.

[OFFER FOR

1.Item No. 1 & 2 (Land / Building).....]

2.Mention the Name of the building.....

1. Area offered.....

2. ** Premium over and above the reserve Lease fee in %**

Note: ** Highest reserve Lease fee quoted only Valid**

Specific Intended Purpose:

.....

Amount to be quoted in **figure** for the Annual Lease Fee per Year (excluding tax etc,.) (in Rs.):.....

Amount to be quoted **in word** for the Annual Lease Fee per Year (excluding tax etc,.) (in Rs.):.....

Name & Signature
of the witness with date

Signature of the tenderer with
stamp & date

Note : This format should be submitted separately for each applied Item (Land/ Building).

CHENNAI PORT TRUST

CIVIL ENGINEERING DEPARTMENT

Tender – cum –Auction for Allotment of space in Port land / Building at outside custom bond area on 'as is where is' condition on Annual lease basis for a period of years with renewal option to

Schedule of Drawings

Location plan for

a. land

b. Office buildings in Rajaji Salai

will be issued at the time of site inspection

(TO BE TYPED IN THEIR RESPECTIVE LETTER HEAD)

DATE:

ADVANCE STAMPED RECEIPT

Received With Thanks From The Chairman, Chennai Port Trust
Towards Refund Of E.M.D. Of Rs...../-
(Rupees..... Only) For The Tender For "Auction
for Allotment of space in Port land / Building at outside custom bond area on 'as is
where is' condition on Annual lease basis for a period of years with renewal
option to

One Rupee

Revenue Stamp

Name:

Address:

