

CHENNAI PORT AUTHORITY
(ERSTWHILE CHENNAI PORT TRUST)



E-TENDER NOTICE NO: C6/175/2023/T

TENDER DOCUMENTS FOR

**E-TENDER CUM E-AUCTION FOR ALLOTMENT OF AREA
(WITH STRUCTURES) SITUATED AT CHENNAI PORT
FOR THE PURPOSE OF HANDLING LIQUID BULK
CARGO AND ITS ALLIED ACTIVITIES ON 30 YEARS
LEASE IN AS IS WHERE IS BASIS WITHOUT RENEWAL
OPTION.**

THE TRAFFIC MANAGER
CHENNAI PORT AUTHORITY
LAND & BUILDINGS SECTION,
TRAFFIC DEPARTMENT,
ADMINISTRATIVE OFFICE BLDG.,
SECOND FLOOR OF CENTENARY BUILDING,
RAJAJI SALAI, CHENNAI – 600 001.

E-TENDER CUM E-AUCTION FOR ALLOTMENT OF AREA (WITH STRUCTURES) SITUATED AT CHENNAI PORT FOR THE PURPOSE OF HANDLING LIQUID BULK CARGO AND ITS ALLIED ACTIVITIES ON 30 YEARS LEASE IN AS IS WHERE IS BASIS WITHOUT RENEWAL OPTION

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CHENNAI PORT AUTHORITY
 ADMINISTRATIVE OFFICE BLDG.,
 SECOND FLOOR OF CENTENARY BUILDING,
 RAJAJI SALAI, CHENNAI – 600 001.

E-TENDER NOTICE NO: C6/175/2023/T

No: C6/175/2023/T

DATED: 20/03/2023

NAME OF WORK	<u>E-TENDER CUM E-AUCTION FOR ALLOTMENT OF AREA (WITH STRUCTURES) SITUATED AT CHENNAI PORT FOR THE PURPOSE OF HANDLING LIQUID BULK CARGO AND ITS ALLIED ACTIVITIES ON 30 YEARS LEASE IN AS IS WHERE IS BASIS WITHOUT RENEWAL OPTION</u>				
E.M.D. (Rs.)	EMD FOR THE AREA IS TO BE SUBMITTED TO CHENNAI PORT AUTHORITY IN FORM OF DEMAND DRAFT / BANKERS CHEQUE / PAY ORDER IN FAVOUR OF "CHENNAI PORT AUTHORITY", PAYABLE AT CHENNAI FROM ANY NATIONALIZED / SCHEDULED BANK. OR EMD CAN ALSO BE SUBMITTED IN THE FORM OF BANK GUARANTEE FROM ANY NATIONALIZED BANK /SCHEDULED BANK HAVING BRANCH AT CHENNAI AS PER THE FORMAT ATTACHED. THE BANK GUARANTEE SHOULD BE VALID FOR MINIMUM PERIOD OF ONE YEAR FROM THE DATE OF OPENING OF ON-LINE TECHNICAL BID, AS MENTIONED UNDER:				
	S. N.	DESCRIPTION /LOCATION	AREA(IN SQ. MTRS)	EMD (WITH STRUCTURE)	EMD (WITHOUT STRUCTURE)
	01	02	03	04	05
	01	At south of SQ II Berth in Area IV	1472	Rs.44,24,000	Rs.1,39,900
	NOTE :- IN CASE OF EXISTING LICENSEE OF RESPECTIVE AREA, THE E.M.D. ON THE VALUE OF STRUCTURES IS NOT REQUIRED TO BE SUBMITTED AND THEY ARE REQUIRED TO SUBMIT EMD AS IN COLUMN NO. 5. THE OTHER BIDDERS ARE REQUIRED TO SUBMIT EMD AS IN COLUMN NO. 4, WHICH INCLUDES 10% VALUE OF EXISTING STRUCTURE ON THE AREA.				
PRE – BID MEETING	PRE-BID MEETING ON 27.03.2023 AT 11.30 HOURS IN THE SR.DTM(L&B)'S CHAMBER, SECOND FLOOR, TRAFFIC DEPARTMENT, ADMINISTRATIVE BUILDING, CHENNAI PORT AUTHORITY, RAJAJI SALAI, CHENNAI 600 001.				
DOWNLOADING OF TENDER DOCUMENTS	TENDER DOCUMENTS CAN BE DOWNLOADED FROM THE OFFICIAL WEB – SITE OF CHENNAI PORT AUTHORITY - www.chennaiport.gov.in OR www.eprocure.gov.in				
DATE OF DOWNLOADING OF TENDER DOCUMENT	FROM 20.03.2023 TO 10.04.2023 UPTO 12:30 Hours				
LAST DATE & TIME FOR ON – LINE TENDER SUBMISSION	ON 10.04.2023 UPTO 12.30 HOURS ON WEBSITE www.eprocure.gov.in				
ON – LINE OPENING OF TECHNICAL BID	ON 11.04.2023 AT 12.30 HOURS				

FOR FURTHER DETAILS, AMENDMENTS OR EXTENSION OF TIME, PLEASE VISIT www.eprocure.gov.in OR www.chennaiport.gov.in

**TRAFFIC MANAGER
 CHENNAI PORT AUTHORITY**

CHAPTER - 1

CHENNAI PORT AUTHORITY

INSTRUCTIONS TO TENDERER FOR E-TENDER CUM E-AUCTION FOR ALLOTMENT OF AREA (WITH STRUCTURES) SITUATED AT CHENNAI PORT FOR THE PURPOSE OF HANDLING LIQUID BULK CARGO AND ITS ALLIED ACTIVITIES ON 30 YEARS LEASE IN AS IS WHERE IS BASIS WITHOUT RENEWAL OPTION.

1. The following area situated at Chennai Port are to be auctioned (including structures) and are to be utilized for the purpose as detailed hereunder:

SR. NO.	AREA (IN SQ.MTRS)	PURPOSE OF AREA TO BE USED	NAME OF THE EXISTING LICENSEE	LOCATION OF AREA
01	1472	Handling Liquid Bulk Cargo and its allied activities	M/s. IMC Ltd.	At South of SQ II Berth in Area IV

1.1 Schedule for E-tendering / Auctioning is as under:

- (i) Tender Document to be downloaded from the official website of CHENNAI PORT AUTHORITY - www.chennaiport.gov.in OR www.eprocure.gov.in
- (ii) The E.M.D. for the Area as mentioned in the N.I.T. is required to be submitted to CHENNAI PORT AUTHORITY in form of Demand Draft/ banker's cheque / Pay Order in favour of "CHENNAI PORT AUTHORITY", payable at Chennai from any Nationalized/ Scheduled Bank.

OR

The E.M.D. can also be submitted in the form of Bank Guarantee from any Nationalized Bank/Scheduled Bank having branch at Chennai as per the format attached. The Bank Guarantee should be valid for minimum period of One Year from the date of opening of On-Line Technical Bid

The E.M.D. will not carry any interest.

During the submission of On-line tender, the Demand Draft (DD)/ Bankers' Cheque (BC)/ Pay Order (PO) / Bank Guarantee for E.M.D shall be submitted in electronic format only through on line (by scanning) while uploading the bid.

This submission shall mean that E.M.D. are received. Accordingly, offer of those shall be opened whose E.M.D. is received electronically. However, for the purpose of realization, bidder shall send the EMD in original through Registered AD Post / Speed Post or drop in the Tender box, so as to reach The Traffic Manager, Traffic Department, No.1, Rajaji Salai, 2nd Floor, New Administrative Office Building, Chennai Port Authority, Chennai - 600 001, on or before 11.04.2023 at 11.00 hours of opening of the e-tender technical bid.

- (iii) If any queries regarding tender documents, the list of queries may be sent through email to dtmlb@chennaiport.gov.in by **26.03.2023 upto 17.00 hours.**
- (iv) The Pre-bid meeting will be held on **27.03.2023 at 11.30 Hours** in the Sr.DTM(L&B)'s Chamber, II Floor, Traffic Department, Administrative Building, Chennai Port Authority, Rajaji Salai, Chennai 600 001.
- (v) The Last date and time for the online Tender submission is as mentioned above.
- (vii) The Date of Online Opening of the Technical bid is as mentioned above.
- (viii) Online Opening of Commercial bid. (will be intimated in due course)
- (ix) Online e-auction date and time for the Area (will be intimated in due course).

1.2 DOWNLOADING TENDER DOCUMENT :

Tender documents will be available on web site up to date and time as shown above. Tenderer who wish to participate in this tender shall have to register on web site www.eprocure.gov.in

1.3 DIGITAL CERTIFICATE:

Tenderer who wish to participate in online tendering shall have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, by using which they can sign their electronic tenders. Tenderer can procure the same from any of the licensed certifying Authority of India. All tenders shall be digitally signed. In case the tenderer needs any clarification/assistance or training for participating in online tender, they can contact the following office.

1)(n) Code solutions
A division of GNFC
301, GNFC Infotower, Bodakdev,
Ahmedabad – 380 054 (India)
Fax : +91 79 26857321
E-mail:nprocure@ncode.in

2) M/s.SCS Corporate Solutions India Pvt.Ltd.,
#101 PMG Complex, I Floor, No.57, South Usman Road,
T.Nagar, Chennai 600 017.
Phone No.044 24332672
Mobile No.9962002961/62/63
E-mail : info@scscorporate.com

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

1.5 ON LINE SUBMISSION OF TENDER :

Tenderers can prepare and add on their bid any number of times prior to the last date and time prescribed for tender submission. However, the tenderer shall not be permitted to edit in any case after the last date and time prescribed for submission of tender as specified here under. No written or online request in this regard shall be entertained. Tenderers shall submit their tender in Electronic format only on above mentioned website and prior to the date and time mentioned above, and the tender shall be digitally signed by the authorized person of the tenderer. Tender documents in any other form including in physical form shall not be accepted and the same shall be accepted in the electronic format.

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

Tenderer must invariably quote the rate online on Price bid, failing which they shall not be allowed to participate in the on-line e-auction.

1.7 The online tenders shall be up loaded up to **12.30 hours on 10.04.2023.** The tender document comprises of 03 (three) parts (i) EMD (ii) Technical bid and (iii) Commercial bid.

1.8 SUBMISSION OF E.M.D. :

The E.M.D. for the above area as mentioned in the N.I.T. is required to be submitted to CHENNAI PORT AUTHORITY in form of Demand Draft / Bankers Cheque / Pay Order in favour of "CHENNAI PORT AUTHORITY", payable at Chennai from any Nationalized / Scheduled Bank.

The E.M.D. can also be submitted in the form of Bank Guarantee from any Nationalized Bank/Scheduled Bank having branch at Chennai encashable at Chennai as per the format. The Bank Guarantee should be valid for minimum period of One Year from the date of opening of On-Line Technical Bid.

1.9 EMD in original shall be submitted through Registered AD Post / Speed Post or drop in the Tender box, so as to reach The Traffic Manager, Traffic Department, No.1, Rajaji Salai, 2nd Floor, New Administrative Office Building, Chennai Port Authority, Chennai - 600 001, on or before 11.04.2023 at 11.00 hours of opening of the e-tender technical bid. The cover containing EMD shall be super-scribed by **E.M.D. FOR THE AREA OF "E-TENDER CUM E-AUCTION FOR ALLOTMENT OF AREA (WITH STRUCTURE) SITUATED AT CHENNAI PORT FOR THE PURPOSE OF SAILING ACTIVITIES ON 30 YEARS LEASE IN AS IS WHERE IS BASIS WITHOUT RENEWAL OPTION".**

1.10 In case of queries regarding tender documents, the list of queries may be sent through email to dtmlb@chennaiport.gov.in by **26.03.2023 upto 17.00 hours.**

1.11 PRE – BID MEETING :

Pre-Bid meeting will be held in the Sr.DTM(L&B)'s Chamber, II Floor, Traffic Department, Administrative Building, Chennai Port Authority, Rajaji Salai, Chennai 600 001 **on 27.03.2023 at 11.30 hours** for the required clarifications.

1.12 OPENING OF TECHNICAL TENDER :

Technical tenders shall be first opened online as mentioned in the NIT in the Office of The Traffic Manager, Traffic Department, No.1, Rajaji Salai, 2nd Floor, New Administrative Office Building, Chennai Port Authority, Chennai - 600 001

1.13 Technical bid shall be evaluated as per procedures mentioned in the tender documents. The decision of the Tender Committee on evaluation of the bids shall be final and binding to every tenderer.

1.14 OPENING OF ON-LINE COMMERCIAL BID :

On-Line Price bid of only qualified tenderers, whose technical bid is accepted, shall be opened. Tenderer must invariably quote the rate online above the reserve price as per the tender condition No. 1.24 on the Price bid, failing which they shall not be allowed to participate in the on line e-auction.

1.15 CONTACTING OFFICER:

For Further details/clarification if any will be available from the Senior Deputy Traffic Manager (Lands & Buildings), Traffic Department, II Floor, New Administrative Building, Chennai Port Authority, Chennai 600 001. Contact Phone No. 044 25312763 / 9444396635

1.16 Tenders without EMD and which do not fulfill all or any of the conditions of tender document shall be rejected outright. Tender with incomplete details in any aspect shall also be rejected.

1.17 Conditional tender shall not be accepted.

1.18 This tender notice shall form a part of tender document.

1.19 The tenderers are advised to read carefully all the Instructions and conditions stipulated in the tender document.

1.20 The CHENNAI PORT AUTHORITY reserves the right to reject any or all tenders without assigning any reason thereof.

1.21 Tenderers are bound by the CHENNAI PORT AUTHORITY rules and regulation being issued from time to time.

1.22 Any kind of amendment shall be published only on-line and shall be final and binding to all the tenderers. The Pre-Bid Clarifications will be uploaded on the websites www.eprocure.gov.in OR www.chennaiport.gov.in

1.23 The details of tender can be seen on website www.eprocure.gov.in OR www.chennaiport.gov.in.

1.24 The reserve price in terms of lease rent Per 100SQ.MTRS OR PART THEREOF PER MONTH, has been mentioned in tender document as per **Annexure – A**. The

Tenderers shall have to bid above this rate for the area. If any bidder quotes the rates not above the Reserve Price, the bid shall be rejected outright.

1.25 Schedule of the area offered for allotment along with eligible criteria is mentioned in the tender document.

1.26 The bid submitted by the tenderers shall have valid digital signature certificate.

1.27 Every tenderer shall mention their E - Mail address, Mobile Number / Contact Number in technical bid.

1.28 E-Auction

(a) After opening of price bid, area will be put on e-auction and the tenderers, whose price bids have been opened will be eligible to participate in the e-auction of the area.

(b) After opening of the price bids, the highest quoted price by the bidders over and above the reserve price will become the floor price for e-auction and the participant bidders have to quote over and above the floor price in the e-auction.

(c) The duration of the e-auction will be indicated online. In case, if any tenderer submits further bid during the last five minutes before the e-auction end time, the e-auction end time shall be automatically extended by ten minutes and the process will continue till no bid is received during the last five minutes of the extended time.

(d) The minimum increment in the offer shall be in multiple of Rs.100/- (Rupees Hundred Only) per 100sq. mtrs or part thereof in respect of the area and increment in offer below Rs.100 shall not be considered for e-auction.

(e). As per the Policy Guidelines for Land Management 2015 (PGLM 2015) and clause 11.3 of the clarification circular issued thereon dt.29.04.2019, the First Right of Refusal (FRoR) will be extended to the existing Licensee subject to the condition that the existing licensee will be allowed to match the H1 bid offered by the other bidder in the e-auction, at the end of the auction proceedings.

(f) If the existing licensee is not availing their right of first refusal or the area (respective item) happens to be allotted to the successful bidder other than the existing licensee, the value of the existing tank farm structures specified at ANNEXURE A has to be paid by the successful bidder to the CHENNAI PORT AUTHORITY within 30 days from the issue of Pre-Acceptance letter by CHENNAI PORT AUTHORITY.

1.29 ELIGIBILITY CRITERIA:

Any individual / proprietorship firm / Partnership Firm / Company registered under the Indian Companies Act, 1956 shall be eligible to tender for area. The following documents shall invariably required to be submitted along with the technical bid.

1. The E.M.D. of above area as mentioned in the N.I.T is required to be submitted to CHENNAI PORT AUTHORITY in form of Demand Draft/ bankers cheque/Pay Order in favour of "CHENNAI PORT AUTHORITY", payable at Chennai from any Nationalized/ Scheduled Bank only and the original may be submitted through Registered AD Post / Speed Post or drop in the Tender box, so as to reach The Traffic Manager, Traffic Department, No.1, Rajaji Salai, 2nd Floor, New Administrative Office Building, Chennai Port Authority, Chennai - 600 001, on or before 11.04.2023 at 11.00 hours of opening of the e-tender technical bid. The E.M.D. can also be submitted in the form of Bank Guarantee from any Nationalized Bank having branch at Chennai, encashable at Chennai. The Bank Guarantee should be valid for minimum period of One Year from the date of opening of On-Line Technical Bid

The E.M.D. will not carry any interest.

2. The Technical bid i.e. tender documents, Pre-Bid clarifications, except commercial bid is required to be submitted duly sealed and signed at each page.
3. Tenderer shall have to furnish the Solvency Certificate not older than three months from the date of opening of tenders, for the area the bidder wants to quote as mentioned under. The Solvency certificate is to be issued by any Nationalized / Scheduled Bank.

SR. NO.	LOCATION	AREA (IN SQ.MTRS)	VALUE OF SOLVENCY CERTIFICATE AMOUNT (IN Rs.)
1.	At South of SQ II Berth in Area IV	1472	93,21,600

4. Attested true copy of Partnership deed in case the application is submitted by partnership firm, attested true copy of Memorandum of Association and Article of Association/ Bye laws in case of the application is submitted by a company along with certificate of incorporation.
5. Status of firm, name and designation of the proprietor/partners/directors/share holders etc. with profit sharing ratio and/or share holding pattern certified by concern authorities or Chartered Accountant/Company Secretary are also required to be scanned and submitted Online.
6. Power of Attorney in favour of the person signing the application and undertaking on behalf of a partnership firm on requisite bond OR Resolution of the Board of Directors duly notarized in case of company.
7. Copy of PAN card & G.S.T. Registration.
8. Reports on the financial standing of the Bidder, such as balance sheet, profit and loss statements and auditor's reports for the past five years.
9. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
10. An undertaking to the effect that no change has been made in the tender documents;

11. An Undertaking that they have not been banned / de-listed by any reputed organization in past.
12. All the bidders will be eligible to participate in E-Tendering process only after clearing of all the outstanding dues, if any.
13. An undertaking stating that bidder do not have conflict of interest that effect the bidding process.
14. An undertaking to be submitted by the bidders (except existing licensee) as per **Annexure – B**, with regard to payment of value of structures in the proposed area.

**TRAFFIC MANAGER
CHENNAI PORT AUTHORITY**

Signature of Applicant

CHAPTER - 2

FORM OF APPLICATION FOR E-TENDER CUM E-AUCTION FOR ALLOTMENT OF AREA (WITH STRUCTURES) SITUATED AT CHENNAI PORT FOR THE PURPOSE OF HANDLING LIQUID BULK CARGO AND ITS ALLIED ACTIVITIES ON 30 YEARS LEASE IN AS IS WHERE IS BASIS WITHOUT RENEWAL OPTION.

NOTE: Application form should be filled-in completely in all respects by attaching Annexures, if any. Incomplete forms will not be considered for allotment of area. The Chairperson, CHENNAI PORT AUTHORITY, at his absolute discretion, may reject any application without assigning any reasons. Mere submission of application will not create any right or claim for allotment of area in favour of the Applicant.

<u>1. PARTICULARS OF THE APPLICANT (S) :</u>		
A.	Name(s) and address of Applicant(s) in Block letters (Surname first) State whether Shri / Smt / Kum.)	
B.	Name of the Firm/Company, Postal Address / Registered Office / E-Mail Address / Mobile Number :	
C.	EMAIL ADDRESS & MOBILE NUMBER	
D.	Present, profession / business/ Industry / occupation of Applicant :	
E.	Mention clearly whether the Project Is Export Oriented OR Import Oriented.	
<u>2. CONSTITUTION OF THE FIRM / COMPANY</u>		
A.	State whether it is (i) Proprietary (ii) Partnership (iii) Private Ltd. (iv) Public Limited or (v) Co-operative Society (vi) Trusts.	
NOTE :		
	In case of Partnership firm, names of all partners should be furnished, indicating their shares. Copy of the Partnership Deed should be enclosed. If application is preferred on behalf of existing company, private or public Ltd. company, a copy of Memorandum and Article of Association of the Company together	

	with Certificate of Incorporation and a copy of Resolution authorising the Applicant to apply on behalf of the Company should be enclosed. If the Application is being made in the capacity of a Promoter of proposed Company, it may clearly be so stated. If it is a Society whether it is registered under Co-operative Societies Act or Societies Registration Act may be stated. Details of Registration Number and date may be given)	
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3. PARTICULARS OF AREA APPLIED FOR :

SR.NO.	AREA (IN SQ.MTRS)	PURPOSE

DECLARATION

I / We declare that I / We have gone through the Terms and Conditions set out for the lease of area, Rules and Procedure of allotment and also terms of Lease Deed and hereby undertake to abide by the same. I / We also agree that if in the event of the offer of allotment of the area applied for being made to me / us and if I / We fail to take over the possession of the said area, the EMD remitted hereunder will stand forfeited in favour of CHENNAI PORT AUTHORITY.

2. I / We also agree that the EMD remitted hereunder will be held by the Port Authority without interest.
3. I / We further state that the particulars given above are true and correct to my / our knowledge and belief and that no material facts have been concealed or withheld.

PLACE: _____

DATE : _____

Signature(s) of applicant (s) with name below in bracket in capital letters. Status of applicant (s) as

individual / Partner of a Firm or
Director of a Company or Promoter
of Firm or Company Managing
Trustees with Seal indicating the
position held by the Applicant.

(Copy of Power of Attorney / Letter of Authority enclosed)

**To,
THE TRAFFIC MANAGER
TRAFFIC DEPARTMENT,
NO.1, RAJAJI SALAI, 2ND FLOOR,
NEW ADMINISTRATIVE OFFICE BUILDING
CHENNAI PORT AUTHORITY,
CHENNAI – 600 001**

CHAPTER-3
TENDERING PROCESS

3.1 The tenderer shall have to submit the tender in three volumes as described below:

Volume I	EMD
Volume II	Technical bid
Volume III	Price bid

3.2 **CONTENTS OF THE TECHNICAL BID :**

The Technical bid shall invariably be submitted along with information/documents as required under Clause 1.29 & 4.5, failing which, tender shall be rejected and price bid of such tenderer shall not be opened.

3.3 In case the tenderer is a consortium of firms, information of each member of consortium with copy of the agreement between the consortium members, clarifying the role and the responsibility of every member including pattern of investment and profit sharing arrangement of every consortium member shall be submitted with the tender document.

3.4 The authorized signatory shall sign the tender documents and other confirmation, undertaking etc. to be attached with the tender. The tenderer shall also produce a letter of authorization in form of power of attorney on requisite bond in case of partnership firm or resolution of the board of directors in case of company with the tender documents.

3.5 The EMD of the unsuccessful tenderer will be refunded immediately after the issuance of the Allotment letter to the successful tenderer.

3.6 Whereas, in the case of successful tenderer, the EMD will be refunded only after the receipt of annual lease rental & Security Deposit amount paid by the bidder to Ch.P.A. and after the execution of lease deed by the bidder. Provided that if the successful tenderer does not comply the conditions or accept the letter declaring him as successful tenderer, or does not remit the advance lease rental and security deposit within the stipulated time OR extension granted, then Ch.P.A. shall forfeit the EMD and the tenderer shall lose the right to use the area and shall be debarred from doing business in Chennai Port for a period not exceeding five years commencing from the date of debarment.

3.7 Tenders without EMD shall not be considered valid and Technical bid of those tenderer shall not be opened.

Signature of Applicant

**TRAFFIC MANAGER
CHENNAI PORT AUTHORITY**

CHAPTER – 4

TERMS AND CONDITIONS

4.1 APPLICATIONS RECEIVED EARLIER IF ANY:

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

4.2 AREA TO BE INSPECTED BY TENDERER BEFORE BIDDING:

Each area shall be auctioned in its present condition on as is where is basis. The Tenderer shall have to inspect the site at their own cost and it shall be deemed that they have fully acquainted themselves with all their aspects of the area like site conditions, size, including rocky out crop in front of area, inside area OR in vicinity etc. No claim so whatsoever will be entertained by CH.P.A. in future for improving conditions of area on account of lack of infrastructure OR for any reasons whatsoever. CHENNAI PORT AUTHORITY shall not entertain any request / claim from any tenderer for leveling, redressing, rectification of area etc. The Area is to be utilized for HANDLING LIQUID BULK CARGO AND ITS ALLIED ACTIVITIES only. The Area are to be allotted "In as is where is basis". The area will have to be developed by the allottees including the approach road for allotted area at their own cost including cost of the basic amenities such as water supply, drainage, electricity etc.

4.3 TENDER DOCUMENT TO BE READ AND UNDERSTOOD CAREFULLY:

The tenderer shall deemed to have read and understood the tender document and the Amended Land Policy Guidelines, 2015 (PGLM 2015) and Clarification Circular issued thereon dt.29.04.2019 are fully conversant with the provisions applicable.

4.4 AREA:

SR. NO.	AREA (IN SQ.MTRS)	PURPOSE OF AREA TO BE USED
1.	1472	Handling Liquid Bulk Cargo and its allied activities

*However, the measurement will be subject to actual Survey and demarcation upon finalization of the bid. The particulars of the area are shown in the drawing as per **Annexure – E** (enclosed with Bid document). No dispute whatsoever regarding the size of the Area shall be entertained by the Ch.P.A.*

4.5 DETAILS OF STATUS / CONSTITUTION OF THE TENDERER :

The tenderer shall invariably mention in the Tender Documents Status of the Firm, Name and Designation of the Partners/Directors/Share Holders etc. with profit sharing ratio and / or share holding pattern etc. along with certified copy of all

relevant documents. Any change made in the above constitution subsequent to submission of the Tender Documents shall disqualify the successful tenderer.

4.6. SECURITY DEPOSIT

The Port shall keep equivalent of 2 years' rentals as Security Deposit. If any successful bidder surrenders the possession of area before the completion of lease period, by giving 06 months' notice, then the security deposit can be refunded, without interest, provided the purpose for which the security deposit has been taken, has been met and is no longer required, subject to clearance / adjustments of any outstanding dues and vacant & peaceful surrender of demised premises by the successful bidder. If the successful bidder fails to give 06 months' notice Security Deposit will be forfeited.

The Security Deposit shall be remitted through Demand Draft/Bankers Cheque/ Pay Order in favour of "CHENNAI PORT AUTHORITY", payable at Chennai from Nationalized/ Scheduled Bank. If the Security Deposit amount is less than Rs.1 Crore (Rupees one crore), it may be remitted as per the modes mentioned in above para. If the same is equal or more than one crore, then the same can be deposited in form of Bank Guarantee issued by any nationalized/scheduled bank (except Co-operative bank) having its branch at Chennai. The format of Bank Guarantee will be provided to the successful bidder at the time of issue of pre acceptance letter. The Bank Guarantee for the Security Deposit shall be submitted and renewed time to time to over the entire lease period.

4.7 PRICE BID :

- I. The RESERVE PRICE Per 100SQ.MTRS OR PART THEREOF PER MONTH, for above mentioned area has been fixed as shown in the Price Schedule. The highest quoted price in the price Schedule shall be the floor price for that particular area (item) of the tender in the e-auction. Bidders have to invariably quote above the reserve price, failing which the same will not be considered valid.
- II. The area will be put to e-Tender – cum – e-Auction as per the Amended Land Policy Guidelines 2015 and subsequent clarification issued by the Ministry of Ports, Shipping and Waterways from time to time.

4.8 Bidders, who wish to participate will have to procure/ should have legally valid Digital Certificate, as per Information Technology Act, 2000, using which they can sign their electronic bids.

All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the below mentioned address should be contacted:

- 1) (n) code Solutions, A Division of GNFC, 301 GNFC Info tower, Bodakdev, Ahmedabad. Fax: 91 79 26857321 E-mail: nprocure@ncode.in and
- 2) M/s.SCS Corporate Solutions India Pvt..Ltd., #101 PMG Complex, I Floor, No.57, South Usman Road, T.Nagar, Chennai 600 017. Phone No.044 24332672 Mobile No.9962002961/62/63 E-mail : info@scscorporate.com

The accompaniments to the tender documents as described under Clause 1.29 and 4.5 shall be Scanned and submitted On-Line along with Tender documents. **However, the originals/attested hard copies shall have to be forwarded subsequently so as to reach the office of the Traffic Manager, Traffic Department, No.1, Rajaji Salai, 2nd Floor, New Administrative Office Building, Chennai Port Authority, Chennai - 600 001, on or before 11.04.2023 at 11.00 hours of opening of the e-tender technical bid.**

The hard copy of the tender shall also be submitted in two covers.

1. Cover – I – (Containing EMD in the form of Demand Draft/Bankers Cheque/Pay Order/ Bank Guarantee) **and**
2. Cover – II (containing Technical credentials).

The above mentioned 02 Covers i.e. Cover – I and Cover – II, should be kept in the Main Cover and this Main Cover shall be addressed to and bear the following identification

- (a) **The Traffic Manager
Traffic Department,
No.1, Rajaji Salai, 2nd Floor,
New Administrative Office Building
Chennai Port Authority,
Chennai – 600 001**
- (b). Accompaniments for **"E-TENDER CUM E-AUCTION FOR ALLOTMENT OF AREA (WITH STRUCTURES) SITUATED AT CHENNAI PORT FOR THE PURPOSE OF HANDLING LIQUID BULK CARGO AND ITS ALLIED ACTIVITIES ON 30 YEARS LEASE IN AS IS WHERE IS BASIS WITHOUT RENEWAL OPTION"**.

COVER - I - (containing EMD) and

COVER – II - (containing Technical credentials)

BID REFERENCE NO. – **E-Tender Notice No.C6/175/2023/T**

ON THE MAIN COVER, SUBJECT, NAME OF THE BIDDER, ADDRESS, MOBILE NUMBER & E-MAIL ADDRESS IS TO BE MENTIONED.

[NOTE: THE COMMERCIAL BID / PRICE BID IS REQUIRED TO BE SUBMITTED ON-LINE ONLY].

4.9 DEADLINE OF SUBMISSION OF THE BIDS :

Bids must be received by the Lessor i.e. CHENNAI PORT AUTHORITY in On-Line System at website www.eprocure.gov.in not later than as date and time mentioned above in the event of the specified date for the submission of bids being declared a holiday by the Lessor i.e. CHENNAI PORT AUTHORITY, the Bids will be received up to the appointed time on the next working day.

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

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

4.10 LATE BIDS

After the deadline prescribed in Clause 4.9 the bids cannot be submitted in the On-Line System.

4.11 MODIFICATIONS AND WITHDRAWAL OF BIDS :

Bidders may modify or withdraw their bids before the deadline on the website as prescribed in Clause 4.9

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

Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in Clause 4.15 or as extended pursuant to Clause 4.9 may result in the forfeiture of the Bid security i.e. EMD.

4.12 BID OPENING AND EVALUATION

Bid Opening

On the due date and appointed time, the Lessor i.e. CHENNAI PORT AUTHORITY will first open Technical bids of all bids received including modifications made pursuant to Clause 4.11. In the event of the specified date for Bid opening being declared a holiday by the Lessor i.e. CHENNAI PORT AUTHORITY, the Bids will be opened at the appointed time on the next working day.

If any Bid contains any deviation from the Bids documents and / or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly. All valid Financial Bids, whose technical bids have been determined to be substantially responsive in

accordance with Clause 4.13 hereof, shall be opened on the specified date from declaring the results of the Technical Bid.

4.13 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

Prior to detailed evaluation of Bids, the Lessor i.e. CHENNAI PORT AUTHORITY will determine whether each Bid :- **(a)** has been properly digitally signed, **(b)** meets the eligibility criteria defined in Clause 1.29, **(c)** is accompanied by the required Bid security, and; **(d)** is responsive to the requirements of the Bidding documents.

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

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

4.14 EXPENSES FOR BIDDING

CHENNAI PORT AUTHORITY will not be responsible for any expenses incurred by the bidder in connection with the preparation and submission of bids.

4.15 VALIDITY OF BIDS

The bids shall remain valid for a period of 1 Year with effect from the day of opening of on line technical bid.

4.16 RIGHT OF ACCEPTANCE OR REJECTION OF ANY BID

Unless the possession of the area is offered by CHENNAI PORT AUTHORITY with the sanction of the appropriate Authority after receipt of all payments from the Bidder, mere submission of Bid, payment of EMD and offering of Price bid will not confer any right or interest in favour of the Bidder for allotment of area. CHENNAI PORT AUTHORITY reserves the absolute right to reject any Bid at any time without assigning any reason thereto.

4.17 ALLOTMENT :

The allotment of the area will be made to the techno-commercially qualified, highest Bidders of area in e-auction and will be subject to the approval of CHENNAI PORT AUTHORITY Board / Competent Authority. The allotments will be subject to the above terms and conditions, terms of lease deed and as per guidelines issued by the Ministry of Ports, Shipping and Waterways, Government of India, from time to time. These Allotments will be done on lease rental basis quoted by the bidder over and above reserve price in terms of the lease rentals in e-auction.

The successful Bidder shall, within 30 days from the date of issue of the Pre-Acceptance letter by CHENNAI PORT AUTHORITY, remit the advance annual lease rental along with the applicable taxes and Security Deposit (being 02 years lease rental). Thereafter, the CHENNAI PORT AUTHORITY will issue a letter of Allotment. If the Security Deposit amount is less than Rs. 1 Crore (Rupees one crore), it may be remitted as per the modes mentioned in above para. If the same is equal or more than one crore, then the same can be deposited in form of Bank Guarantee issued by any nationalized/scheduled bank (except Co-operative bank) having its branch at Chennai. The format of Bank Guarantee will be provided to the successful bidder at the time of issue of pre acceptance letter. The Bank Guarantee for the Security Deposit shall be submitted and renewed time to time to over the entire lease period.

Further, if any extension is sought by the successful bidder, due to the reasons beyond the control of the successful bidder, then extension for a further period of 30 days can be granted with the approval of the **Traffic Manager**, subject to the interest on delay payment @ 15% per annum on the delayed payment.

If the successful bidder fails to remit the payment towards advance lease rental and security deposit within 30 days of the extended period, as the case may be, the Earnest Money Deposit will be forfeited, the tenderer shall lose the right to use the area and shall be debarred from doing business in Chennai Port for a period not exceeding five years commencing from the date of debarment.

The lease allotment period will be as mentioned in the allotment order issued by the Ch.P.A to the successful bidder. The Lease Deed will have to be executed within 06 (six) months from the date of issue of allotment order, failing which the allotment will be liable to be cancelled and Lease Rental, Security Deposit and EMD forfeited.

4.18 INDEMNIFYING CHENNAI PORT AUTHORITY

The allottee shall have to indemnify CHENNAI PORT AUTHORITY against any loss/damages to property or lives arising out of use of area.

4.19 DEVELOPMENT OF AREA :

CHENNAI PORT AUTHORITY will allot the area on "AS IS WHERE IS" basis which is already developed. The Bidders may undertake a site visit if they so desire to study the site conditions before submissions of this. Further, the bidder shall have to make his own arrangement for discharge of effluents if any, acting in confirmative with Air and Water Pollution Acts, Environment Protection Act. or any other Acts applicable will be the responsibility of allottee. The allottee shall have to make his own arrangements for water supply, drainage, electric supply etc. from the concerned authorities.

4.20 LEASE EXECUTION

The lease allotment period will be as mentioned in the allotment order issued by the Ch.P.A to the successful bidder. The Lease Deed will have to be executed within 06 (six) months from the date of issue of allotment letter, failing which the allotment will be liable to be cancelled and Lease Rental, Security Deposit and EMD forfeited.

4.21 LEASE PERIOD

The lease allotment period will be as mentioned in the allotment order issued by the Ch.P.A to the successful bidder and shall not be renewed.

4.22 G.S.T. (GOODS & SERVICE TAX):

- (i) The Quoted Price in terms of Annual Lease Rent is liable for the G.S.T. at applicable rate (OR other tax as applicable from time to time).

4.23 PAYMENT PERIOD

The successful Bidder shall, within 30 days from the date of issue of the Pre-Acceptance letter by CHENNAI PORT AUTHORITY, remit the advance annual lease rental along with the applicable taxes, value of existing assets/structures, if any, and Security Deposit (being 02 years lease rental). Thereafter, the CHENNAI PORT AUTHORITY will issue the Allotment Order.

Further, if any extension is sought by the successful bidder, due to the reasons beyond the control of the successful bidder, then extension for a further period of 30 days can be granted with the approval of the Traffic Manager, subject to the interest @ 15% per annum on the delayed payment.

If the successful bidder fails to remit the payment towards advance lease rental, value of existing assets and security deposit within the extended period, the Earnest Money Deposit will be forfeited and the tenderer shall lose the right to use the area and shall be debarred from doing business in Chennai Port for a period not exceeding five years commencing from the date of debarment.

From the 2nd year onwards the annual lease rentals shall be paid 15 days in advance before the commencement of that respective allotment period.

In case of delayed remittance of annual lease rentals for the subsequent period of allotment, the successful bidder is liable to pay penal interest and penalty at applicable rate as per Scale of Rates, amended from time to time, for the period from the due date till the date of payment.

In the event of delay in making the payment as stated above, the Ch.P.A will have the right to cancel the allotment of the area apart from forfeiting the Security Deposit and will also have the right to initiate proceedings under the provisions of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 for the recovery of dues / eviction.

The quoted rate is subject to escalation as per the Scale of Rates which will be revised from time to time.

The lease rental is subject to revision in accordance with the amendments to the Ch.P.A's Scale of Rates from time to time. In the event of such revisions, the successful bidder is liable to pay either the escalated lease rentals on the final quoted rate or revised lease rentals at the time of revision, whichever is higher and additional security deposit has to be remitted for every escalation/revision.

The tax components will be as in vogue from time to time. The same has to be paid by the successful bidder along with the lease fee for onward remittance to the concerned authority.

Applicable charges: During the currency of the allotment, the successful bidder shall be liable to pay the annual lease rentals, security deposit, etc., and to maintain the deposit account(s) with Ch.P.A, if any, as required.

4.24 MORTGAGE

NOC required for pledging the Lease Deed by the Lessee will be issued subject to furnishing of all particulars of borrowings by the Bidder and payment of necessary charges as stated by CHENNAI PORT AUTHORITY. The procedure for fees as provided in prevailing Land Policy Guidelines / Board Approval will be strictly followed.

4.25 UTILIZATION OF AREA

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

4.26 (A) APPROVALS FROM STATUTORY AUTHORITIES

CHENNAI PORT AUTHORITY will only issue letter of allotment in the name of allottees and the allottees will have to obtain all approvals from different authorities like clearance from Tamil Nadu Pollution Control Board, Coastal Regulatory Zone (CRZ), Environment & Forest Department, Chief Controller of Explosives, Nagpur and other statutory clearance from various Departments as applicable under the various Acts being in force from time to time.

CHENNAI PORT AUTHORITY shall not be responsible for any loss/damages etc. occurring, if permission or approval of the above authorities or any other authority including Ministry of Ports, Shipping and Waterways, Government of India are not granted. CHENNAI PORT AUTHORITY may facilitate such permission to the extent possible.

The allottees shall confirm and be bound by all the statutory rules, Petroleum Rules 1976, Labour laws, Security Regulations of Port as per ISPS Port Regulations, and bye-laws regulating the construction, maintenance, occupation and possession of building, health, sanitation and drainage and those regulations of safety, anti-pollution control etc., prescribed from time to time under the provisions of any law being in force and shall obtain clearance from the concerned competent authorities wherever required. The construction of area will only be allowed after all such certifications / clearances from the various Departments are obtained by the Lessee.

As per the directions of Ministry of Ports, Shipping and Waterways under Safety Guidelines, the licensee may carry out the study and submit the reports on Import of Hazardous Chemical Rules 1989 (MSIHC Rules 1989), Hazard and Operability Study (HAZOP), Quantitative Risk Assessment(QRA) and Emergency Response and Disaster Management Plan (ERDMP) and should also adhere to the guidelines of the Oil Industry Safety Directorate (OSID) and Standard Operating Procedure (SOP) to ensure that no untoward incidents occur.

4.26(B) WAY LEAVE

Way leave charges for Electrical cables / Pipelines from respective terminal to berth has to be paid by the successful bidder at the rate fixed by Ch.P.A from time to time as per Policy Guidelines for Land Management. Way leave permission from Mechanical & Electrical Engineering Department of Ch.P.A will have to be separately obtained on chargeable basis as per the prevailing charges of Chennai Port from time to time.

4.26(C) ELECTRICITY AND WATER CONNECTIVITY

Ch.P.A will provide electricity to the bidder within the leased area as may be required in connection with the instant work on chargeable basis, as per tariff fixed by the Ch.P.A from time to time from the nearest available sources. It will be the responsibility of the bidder to lay cable in the manner required and acceptable to Ch.P.A at their own expense from such source to the point of use. The said charges will be realised by Ch.P.A. However, water to the extent available, will be provided within the leased area on chargeable basis as per the prevailing charges of Chennai Port from time to time.

4.27 USE OF AREA

The lessee shall strictly use the area for purpose for which the allotment is made (as mentioned under Sr.No.1 of Chapter – 1). Change of purpose shall not be allowed. The allottee shall not carry out any activity that may be considered detrimental to the interest of the CHENNAI PORT AUTHORITY or to the National Security.

4.28 INSPECTION OF AREA

The allottee shall at all reasonable time allow access for inspection to the demised area to the Chairperson, CHENNAI PORT AUTHORITY or his duly authorized officer or agent as aforesaid.

4.29 TRANSFER OF AREA

The transfer of lease will be allowed, provided the Transferee takes over the liability of the original licensee/allottee. Such transfer shall be allowed strictly as per prevalent Land Policy Guidelines. The transfer fees will be levied as per prevailing Government Guidelines / Land Policy Guidelines in vogue at the time of transfer of leasehold rights.

4.30 EXPIRY OF LEASE

On expiry of lease term, the Lessee shall hand over the vacant and peaceful possession of the area on the day of expiry of term of lease and in case of sooner determination of lease / cancellation of allotment of area, the Lessee shall hand over vacant peaceful possession of the area quietly within the time stipulated in the notice of cancellation of allotment by removing all the structures and materials etc. erected and/or lying if any on the demised premises at his cost.

However, in the event of Lessee's failure to hand over the vacant and peaceful possession of the area within the stipulated time, it shall be lawful for the Chairperson, CHENNAI PORT AUTHORITY or authorized person on his behalf to enter upon the demised premises and take over possession, at the risk and cost of the allottee of the said area, by preparing Panchnama and remove material lying on the area and demolish building/structures erected on the said area, fill up any

excavation etc. All such expenses, as may be paid out and incurred by CHENNAI PORT AUTHORITY, while acting for taking over of vacant peaceful possession of the said area shall be recoverable from the Lessee.

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

After the expiry/determination of lease or forfeiture of lease on account of change of user assignment, etc., if the lessee continues to occupy it unauthorized, or if there is any encroachment, the lessee shall be liable to pay penalty for wrongful use and unauthorized occupation as prescribed in the Scale of Rates till the vacant possession is obtained for the said area, by Ch.P.A.

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

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

4.31. ADMINISTRATION OF TERMS OF ALLOTMENT :

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

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

All Rules and Regulations made by Chairperson, CHENNAI PORT AUTHORITY / Board of Trustees of CHENNAI PORT AUTHORITY, Ministry of Ports, Shipping and Waterways, Govt. of India, with regard to use and enjoyment of the demised premises shall be deemed to be part of terms and conditions of allotment and shall be binding on the allottee.

The CHENNAI PORT AUTHORITY shall have the right in case of leases granted within the Port limits to determine the lease, before the expiry of the term in case the demised premises are required for the Port Authority's own purpose or for the purpose of the Government.

In the event of early determination of the lease for above reasons and purposes the Port Authority Board shall have the right to resume possession of the leased area in public interest before the expiry of lease period. In such cases, subject to availability of area, the lessee may at the discretion of the Port Authority Board be given an option to relocate activities in another suitable location to be offered by the Port, as per the Land use plan. Similarly, the lessee shall reserve the right to surrender the lease subject to prior notice by the lessee at least 6 (six) months in advance.

- 4.32** Power of Attorney in favour of the person signing the application and undertaking on behalf of a partnership firm. The authorized signatory shall sign the tender documents and other confirmation, undertaking etc. to be attached with the tender. The tenderer shall also produce a letter of authorization in form of power of attorney on requisite bond in case of partnership firm or resolution of the board of directors in case of company duly notarized with the tender documents.

4.33. CONFLICT OF INTEREST :

1. The bidder should have no conflict of interest in taking up the subject work.
2. An undertaking stating that bidder do not have conflict of interest that effect the bidding process.
3. Ch.P.A policy requires that the Bidders provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
4. Bidder shall not have a conflict of interest that may affect the Selection Process or the Service pursuant to this document. The bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Client and the Assignment/contract, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidders or the termination of its Contract. Any Bidder found to have a Conflict of Interest shall be disqualified.
5. The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations under any other Agreements/Contracts or any such understanding which may place it in a position of not being able to carry out the Assignment/contract in the best interests of Ch.P.A.
6. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest that affects the Selection Process, if:
 - (i) Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or
 - (ii) There is a conflict among this and other consulting assignments/contract of the Bidder (including its personnel) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Advisor depend on the

circumstances of each case. While providing Services to Ch.P.A for this particular Assignment/contract, the Advisor shall not take up any assignment/contract that by its nature will result in conflict with the present Assignment; or

- (iii) Any entity which has been engaged by Ch.P.A to provide goods or works or Services for an assignment/contract, will be disqualified from providing Services for the same assignment; conversely, a firm hired to provide Services for this Assignment/Contract, will be disqualified from subsequently providing goods or works or other Services related to the same assignment/contact;

7. No Sub-letting is permitted for the Assignment without Ch.P.A's prior written consent.

4.34 The Bidder has to execute the integrity pact agreement with CHENNAI PORT AUTHORITY (As per Appendix). **Shri Rakesh Anand and Shri Sudhir Kumar**, IAS (Retd.), have been nominated as Independent External Monitor (IEM) for Integrity Pact whose address is as under.

i) Shri Rakesh Anand

Independent External Monitor,
16, Currie House,
Mazagon Dock Officers Qtrs,
Dockyard Road, Mumbai-400010.
Mob:91-9969563601.
E-mail id: ansem_2000@yahoo.com.

ii) Shri Sudhir Kumar, IAS (Retd.)

Independent External Monitor,
8022, ATS-One Hamlet,
Sector – 104, PO Maharshi Nagar,
Noida -201304.
Mob:9560430245
E-mail id:sukuag@hotmail.com

The bidders have to sign & seal and submit the Integrity Pact Form to CHENNAI PORT AUTHORITY, along with the Technical Bid i.e. in Cover – II as a token of acceptance. However, the Agreement is to be executed during the issuance of Pre-Acceptance letter.

4.35 The lease rental charges will be as per the lease deed conditions.

4.36 Jurisdiction of Court: In the event of disagreement / dispute between Ch.P.A and the lessee remains unresolved, the same shall be resolved under the jurisdiction of appropriate courts in Chennai **only**.

4.37 Harbour Entry Permit (HEP): The lessee shall have to obtain HEP at their own cost and shall undertake that HEP are obtained for official purpose and held responsible for identification of individual / vehicles and their activities inside the Port.

Signature of Applicant

**TRAFFIC MANAGER
CHENNAI PORT AUTHORITY**

CHAPTER – 5

“UNDERTAKING FOR THE WORK OF “E-TENDER CUM E-AUCTION FOR ALLOTMENT OF AREA (WITH STRUCTURE) SITUATED AT CHENNAI PORT FOR THE PURPOSE OF HANDLING LIQUID BULK CARGO AND ITS ALLIED ACTIVITIES ON 30 YEARS LEASE BASIS IN AS IS WHERE IS BASIS WITHOUT RENEWAL OPTION”

PLACE :
DATE :

From :

To
The Traffic Manager
Traffic Department,
No.1, Rajaji Salai, 2nd Floor,
New Administrative Office Building
Chennai Port Authority,
Chennai – 600 001

SUB: OFFER OF BID FOR ALLOTMENT OF AREA (WITH STRUCTURES) SITUATED AT CHENNAI PORT FOR THE PURPOSE OF LIQUID STORAGE TANKS AND ITS ALLIED ACTIVITIES ON 30 YEARS LEASE BASIS IN “AS IS WHERE IS BASIS WITHOUT RENEWAL OPTION” .

Sir,

Please refer to your Tender Notification inviting offers for the allotment of area (with structure) situated at Chennai Port for the purpose of HANDLING LIQUID BULK CARGO AND ITS ALLIED ACTIVITIES on 30 years lease basis in as is where is basis. Having visited the site and examined the drawing showing the location of the Area and having obtained all other information from all the concerned of CHENNAI PORT AUTHORITY, we offer to utilize the Area admeasuring _____ for the purpose of _____.

We undertake that we have gone through the E-Tender Notice No.-----, Procedure of Allotment, terms and conditions of Allotment and we hereby unequivocally accept all the said terms and conditions and will accept the responsibility for obtaining all the Statutory and other clearances required, if the area is allotted.

We also undertake that in the event of our withdrawing the offer before the prescribed or extended validity of bids if there is any discrepancy in the no. of area bid for and EMD furnished, our offer will be cancelled and the Earnest Money Deposit (EMD) with you shall be forfeited in favour of CHENNAI PORT AUTHORITY. We agree that unless possession of the area is offered by CHENNAI PORT AUTHORITY and receipt of all payments from the applicant by the CHENNAI PORT AUTHORITY, mere submission of application and payment of EMD and bidding will not create any right in favour of us for allotment of area and that CHENNAI PORT AUTHORITY reserves absolute right to reject all or any application and / or tender at any time without assigning any reason.

Yours faithfully,

**(Name & Signature of the Applicant
and Seal of the Company)**

ANNEXURE A**DETAILS OF THE AREA, RESERVE PRICE AND EMD FOR ALLOTMENT THROUGH E-TENDER CUM E-AUCTION FOR THE PURPOSE OF HANDLING LIQUID BULK CARGO AND ITS ALLIED ACTIVITIES**

S. No.	Item No. / Area reference No.	Details of the Allotment Area (in sqm)	Base Reserve Price in terms of Lease fee Per month	Annual Lease fee excluding GST (in Rs.)	EMD(I) for area - 10% of Annual Lease fee (in Rs.) (Rounded off)	Value of structures as per valuation Report (in Rs.)	EMD(II) for the Structure - 10% on the value of the Structure (In Rs.) (Rounded off)
(1)	(2)	(3)	(4)	(5)	(6)	(8)	(9)
1	Item No.1 C6/175/2023/T	1472	Rs.7,768/- per 100sqm or part thereof	13,98,240	1,39,900	4,28,40,556	42,84,100

UNDERTAKING

VALUE OF EXISTING ASSETS / STRUCTURES ON THE PROPOSED AREA

LOCATION	AREA (IN SQ.MTRS)	VALUATION OF ASSETS / STRUCTURES (IN RS.)
At south of SQ II Berth in Area IV	1472	4,28,40,555

I / We shall abide to deposit the amount towards value of existing assets / structures standing on proposed area with Chennai Port Authority, within 30 days from the issue of Pre-Acceptance letter by way of D.D. / Banker Cheque / Pay Order in favour of Chennai Port Authority, from any Nationalized / Scheduled Bank having branch at Chennai and encashable at Chennai, in addition to the offered amount of Lease Rental per year & Security deposit (being 2 years rentals).

SIGNATURE OF THE BIDDER

NAME AND ADDRESS OF BIDDER

DATE: _____

PLACE: _____

ANNEXURE C

SPECIMEN BANK GUARANTEE FORMAT (FOR E.M.D.)

**BANK GUARANTEE SHALL BE ENFORCEABLE AND ENCASHABLE AT
CHENNAI**

THE BANK SHALL FILL IN THIS BANK GUARANTEE FORM IN ACCORDANCE WITH THE INSTRUCTIONS INDICATED.

**(TO BE EXECUTED ON RS.300/- NON –
JUDICIAL STAMP PAPER)**

(Bank's name and address of issuing Branch OR Office)

BENEFICIARY:

_____ (Name and Address of Employer / Board)

DATED :

TENDER GUARANTEE NO.:

We have been informed that **(Name of the Tenderer) (hereinafter called "The Tenderer")** has submitted to you its Tender dated **(hereinafter called "the Tender")** for the execution of **(Name of Contract)** under invitation for Tender No. **(Number)**. Furthermore, we understand that, according to your conditions, Tenders must be supported by an E.M.D.

At the request of the Tenderer, we **(Name of Bank)** hereby irrevocably undertake to pay you any sum OR sums not exceeding in total amount of **Rs.(amount in figures) (Rupees - amount in words)** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer :

- (a). has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender **OR**
- (b). having been notified of the acceptance of its Tender by the Employer / Board during the period of Tender validity, (i) fails OR refuses to execute the Form of Agreement, if required, OR (ii) fails OR refuses to furnish the performance guarantee, in accordance with the Instructions to Tenderers.

The guarantee will expire unless other wise extended OR informed by the Employer / Board.

- (a). If the Tenderer is successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the Performance Guarantee issued by you upon the instructions of the Tenderer; OR
- (b). If the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer of the name of successful Tenderer; OR (ii) twenty – eight days after the expiration of the Tenderer’s Tender OR any extended period thereof;

Consequently, any demand for payment under this Guarantee must be received by us at the Office on or before that date :_____-_-_.

[Signature (s)]

[Authorization letter from the issuing Bank that the signatory of this BG is authorized to do so –should also be enclosed].

Format of Integrity Pact

**INTEGRITY PACT
BETWEEN
Chennai Port Authority (Ch.P.A) hereinafter referred to as "The Principal"**

AND

**(Name of the bidder and consortium members)
..... hereinafter referred to as "the
Bidder/Contractor"**

Preamble: The Principal intends to award, under laid down organizational procedures, contract/concession for Re-E-Tender Notice No._____. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders. The Central Vigilance Commission (CVC) has been promoting Integrity, transparency, equity and competitiveness in Government / PSU transactions and as a part of Vigilance administration and superintendence, CVC has, recommended adoption of Integrity Pact and provided basic guidelines for its implementation in respect of major procurements in the Government Organizations in pursuance of the same, the Principal agrees to appoint an external independent Monitor who will monitor the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
- (a) No employee of the Principal, personally or through family members, will in connection with the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - (b) The Principal will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - (c) The Principal will exclude from the process all known prejudicial persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case, while an enquiry is being conducted by the Principal, the proceedings under the contract would not be stalled.

Section 2 - Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities, during pre-contract as well as post contract stages. He commits himself to observe the following principles during the contract execution.

- a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the execution of the contract or to any third person any material or immaterial benefit, which he/she is not legally entitled to, in order to obtain in exchange of advantage of any kind, whatsoever during the execution of the contract.
- b. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness, or to introduce cartelization in the bidding process.
- c. The Bidder/Contractor will not commit any offence, under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- e. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
- f. The Bidder commits to refrain from giving any compliant directly or through any other manner without supporting it with full and verifiable facts. g. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section-3 Disqualification from or exclusion from future contracts

If the Bidder, before award of contract, has committed a transgression, through a violation of Section-2 or in any other form, such as to put his reliability as Bidder, into question, the principal is entitled to disqualify the Bidder, from the tender process, or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression, through a violation of Section-2, such as to put his reliability, or credibility into question, the Principal is entitled to disqualify the Bidder/Contractor from the tender process, terminate the contract if already awarded and also, to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined, by the circumstances of the case, in particular the number of transgressions, the position of the transgressions, within the company hierarchy of the Bidder and the amount of the damage. The execution will be imposed for a minimum of 6 months and maximum of 3 years.

Note: A transgression is considered to have occurred, if in the light of available evidence, no reasonable doubt is possible.

2. The Bidder accepts and undertakes to respect and uphold, the principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes, not to challenge or question such exclusion, on any ground, including the lack of any hearing before the decision, to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that, he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section-4 Compensation for Damages

1. If the Principal has disqualified the Bidder, from the tender process prior to the award, according to Section-3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section-3, or if the Principal is entitled to terminate the contract according to Section-3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages equivalent to 5% of the contract value, or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

3. The Bidder agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder/Contractor can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

Section-5 Previous transgression

1. The Bidder declares that, no previous transgression has occurred in the last 3 years, with any other company, in any country, or with any other Public Sector Enterprises in India, that could justify his exclusion from the award of the contract.

2. If the Bidder makes incorrect statement on this subject, it can be declared disqualified for the purpose of the contract and the same can be terminated for such reason.

Section-6 Equal treatment of all bidders/Contractors/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors, a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one which all Bidders, Contractors and Subcontractors.

3. The Principal will disqualify from the tender process all Bidders, who do not sign this part or violates its provisions.

Section-7 Criminal charges against violating Bidders / Contractors Sub - contractors

If the principal obtains knowledge of conduct of a Bidder/Contractor or Subcontractor, or of an employee, or a representative, or an associate of a Bidder/Contractor, or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the Vigilance office.

Section-8 External Independent Monitor

1. Pursuant to the need to implement and operate this Integrity Pact the Principal has appointed Shri Rakesh Anand and Shri Sudhir Kumar IAS (Retd), independent Monitor, for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent, the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions, by the representative of the parties to the Chairperson of the Board of the Principal.

3. The Bidder/Contractor accepts that, the monitor has the right to access, without restriction to all Project documentation of the Principal, including that provided by the

Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access, to the project documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation, to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor, sufficient information about all meetings, among the parties related to the Project, provided such meetings could have an impact, on the contractual relations between the Principal and the Bidder/Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices a violation of this agreement, he will so inform the Management of the Principal and request the management to discontinue, or heal the violation. Or to take other relevant action.

The Monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties, that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report, to the Chairperson of the Board of the Principal, within 8 to 10 weeks, from the date of reference of intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board, a substantiate suspension of an offence, under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence, or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

Section-9 Pact Duration

This Pact begins when both parties have signed it. It expires after the last payment under the contract Agreement is made. If any claim is made/lodged during this time, the same shall be binding and continue be valid, despite the lapse of this Pact, as specified above, unless it is discharged/determined Chairperson of the Principal. The Pact duration in respect of unsuccessful Bidders shall expire after 3 months of the award of the contract.

Section-10 Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Chennai.

2. Changes and supplements as well as termination notices, need to be made in writing, before they become effective and binding on the both parties.

3. If the Bidder / Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement, to their original intentions.

For the Principal
Place: Chennai

For the Bidder/Contractor

Witness-1.....

Witness-2.....

Date: //

ANNEXURE E

LOCATION DRAWING

