

TENDER NO.: IENG/Estate / TPO cum guest house, Hyderabad/ T / 2021
DATED : 05 – 01 – 2021

VISAKHAPATNAM PORT TRUST



ISO 9001, ISO 14001 & OHSAS 18001

PERCENTAGE RATE TENDER

“Lease of VPT’s Trade Promotion office / guest house with plinth area of 5549.90 sq. feet (in First Floor) & car Parking area of 373 sq. ft. (in cellar) in HACA Bhavan, opp. to Telangana Assembly, Hyderabad for Central Government Organisations / State Government Organisations / nationalized and scheduled banks Insurance companies / Private Organisations / Insurance companies / Corporate sectors - 2nd call”

**CHIEF ENGINEER
ENGINEERING DEPARTMENT
VISAKHAPATNAM PORT TRUST
3rd Floor, ADMINISTRATIVE OFFICE BUILDING,
PORT AREA, VISAKHAPATNAM –530035, A.P., INDIA.
PH. Nos. 0891 – 2873300 / 2873332/3337/3515**

I N D E X

S. NO	CONTENTS	PAGE NUMBER
1	NOTICE INVITING TENDER (NIT)	3
	TENDER NOTICE (NIT)	7
2	SCOPE OF LEASE	8
3	INSTRUCTIONS TO TENDERERS (CHAPTER -1)	11
4	SPECIAL CONDITIONS OF CONTRACT (TERMS & CONDITIONS) (CHAPTER - 2)	12
5	FORM OF APPLICATION (DETAILS OF THE TENDERER)	27
6	UNDERTAKING BY THE TENDERER	28
7	BID FORM – 1	29
8	BID FORM – 2	30
9	GENERAL CONDITIONS & TERMS and CONDITIONS	31
		34
10	COPY OF LEASE AGREEMENT	36
11	SAFETY, HEALTH, ENVIRONMENT & QUALITY POLICY & ISPS Policy	49
12	UNDERTAKING	50
13	GST DECLARATION NO. 1	51
14	PRICE BID FORMAT (ANNEXURE- A)	BOQ
15	LOCATION SKETCH	SKETCH



VISAKHAPATNAM PORT TRUST
CIVIL ENGINEERING DEPARTMENT
NOTICE INVITING TENDER (NIT)

1. ORGANISATION : VISAKHAPATNAM PORT TRUST
2. DEPARTMENT : Chief Engineer-VPT, Civil Engineering
3. NIT NUMBER : IENG/Estate/TPO cum Guest house, Hyderabad /T/2021, DATED : 05-01-2021
4. NAME OF WORK : "Lease of VPT's Trade Promotion office / guest house with plinth area of 5549.90 sq. feet (in First Floor) & car Parking area of 373 sq. ft. (in cellar) in HACA Bhavan, opp. to Telangana Assembly, Hyderabad for Central Government Organisations / State Government Organisations / Nationalized and scheduled banks / Insurance companies / Corporate sectors - 2nd call"
5. LEASE PERIOD : **5 YEARS**
6. Eligible Criteria : For details please see Tender Document.
7. BIDDING TYPE : Open
8. BID CALL NO. : 2nd call
9. TYPE OF QUOTATION : Percentage rate tender (To offer premium over and above the reserve price.
10. TRANSACTION FEE PAYABLE TO F,A,& C,A,O,- VPT., PAYABLE AT VISAKHAPATNAM : Rs. 11,800 /- (inclusive of GST) **through RTGS / NEFT / Bank transfer in favour of "FA & CAO / Visakhapatnam Port Trust**
11. Solvency : **Rs.15,12,000 /-**
Government organizations are exempted from showing solvency as specified above.
12. MINIMUM NET-WORTH & Turnover (Avg.) : **157.48 Lakhs & 188.98 Lakhs**
Government organizations are exempted from showing net-worth, and turnover as specified above.
13. EMD/BID SECURITY : **Rs. 4,90,000/- through RTGS / NEFT / Bank transfer in favour of "FA & CAO / Visakhapatnam Port Trust**
14. EMD/BID SECURITY PAYABLE TO : F. A & C.A.O - VPT., PAYABLE AT VISAKHAPATNAM.
15. BID DOCUMENT DOWNLOADING START DATE : **06 - 01 - 2021 from 10.00 Hours**
16. PRE-BID MEETING : **18-01-2021 at 11:00 AM** in the Conference Hall of Engineering Dept., 3rd Floor, AOB, VPT, Visakhapatnam
17. BID DOCUMENT DOWNLOADING END DATE : **28 - 01 - 2021 up to 13.00 Hours**
18. LAST DATE AND TIME FOR RECEIPT OF BIDS : **28 - 01 - 2021 up to 14.00 Hours**
19. BID VALIDITY : 150 days
20. BID OPENING DATE & TIME : **28 - 01 - 2021 at 15.00 Hours**
21. OFFICER INVITING BIDS : Chief Engineer, VPT, VSP
22. BID OPENING AUTHORITY : Sr. Asst. Estate Manager, VPT, VSP
23. ADDRESS : O/o Chief Engineer, 3rd floor, C.E.'s Department, VPT, VSP (Dist.) A.P, India Ph. No. 0891-2873300, 2873332, 2873515, 3337, 3521, 3366

The tenderer who wishes to participate shall see the details into the VPT Website (<http://etenders.gov.in>) and meet the Eligible Criteria mentioned in the tender document.

If any amendment or addendum will be issued before opening of the tenders and the same may be looked in the above VPT Website and any further clarifications can also be obtained from CE's office VPT.

"Sealed tenders received will only be considered for bids evaluation".

CHIEF ENGINEER (i/c)

Copy to: Jt. Director (R&P) - along with complete bid document in Soft copy form to display in the V.P.T. Web site on **06 - 01 - 2021** and kept up to **28 - 01 - 2021** up to 13.00 Hrs

Copy to: I & PRO for information and arrange to publish in National / local English and Telugu newspapers

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

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

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

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

Copy to: AE (Estate)

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

1. Procedure for bid submission:

- a. **Bids shall be submitted in sealed cover to Chief Engineer only to the address mentioned in NIT.**
- b. **The copy of the transfer details i.e., UTR No. , date of transfer for Tender fees and EMD fees is to be submitted to VPT which has been done through RTGS / NEFT / bank transfer payable at State Bank of India Visakhapatnam Port Branch, Visakhapatnam in favour of "FA & CAO / Visakhapatnam Port Trust" payable at Visakhapatnam, from any Nationalized/ Scheduled Bank. If any bidder fails to furnish the original hard copies in respect of transaction fee and EMD within the due date, the bid of that bidder will be treated as summarily rejected. The VPT shall not hold any risk on account of postal delay.**

2. General Terms & Conditions

- a. **Transaction fee: All the participating bidders shall pay a transaction fee (non-refundable) of Rs. 11,800/- to VPT through RTGS / NEFT / Bank transfer in favour of "FA & CAO / Visakhapatnam Port Trust" Account no. 30387186900 payable at State Bank of India Visakhapatnam Port Branch, Visakhapatnam IFSC code no. SBIN0001740 payable at from any Nationalized/ Scheduled Bank.**
- b. **And E.M.D. (Rs. 4,90,000/-) is to be transferred to VPT through RTGS / NEFT / Bank transfer in favour of "FA & CAO / Visakhapatnam Port Trust" Account no. 30387186900 payable at State Bank of India Visakhapatnam Port Branch, Visakhapatnam IFSC code no. SBIN0001740 payable at from any Nationalized/ Scheduled Bank.**
- c. **The bidders shall upload the copy of the transaction details of UTR No. along with the technical bid documents for having remitted the tender fee & EMD failing which the bid shall be summarily rejected.**
- d. **VPT shall not be liable / responsible for any connectivity / internet problem either with user side / Bank. It is in the own interest of the bidders, bidders may get it verified from bank that the requisite money has been received by VPT for the NIT in which they are participating.**
- c. **Eligible Criteria : For details please see Tender document.**

3. Even though the Tenderers meet the eligible criteria, they are liable to be disqualified if they have not turned up for entering into agreement, when called upon.

4. If the rate quoted by the bidder is less than the reserve price, will not be considered and such bids shall be rejected.

5. Last date / time for Submission of the Tenders :

- a. Tenders must be submitted not later than the date and time specified in NIT. In the event of the specified date / time for the submission of bids declared as holiday, the bids shall be submitted on the next working day.
- b. The Chief Engineer, VPT, may extend the dates for issue and receipt of Tenders by issuing an amendment.

5. Modification to the Tender.

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

TENDER OPENING AND EVALUATION

6. Tender opening

a. The tenderer or their authorized representatives can be present at the time of opening of the tenders. Either the tenderer himself or one of his representative with proper authorization only will be allowed at the time of tender opening. If any of the tenderer is not present at the time of opening of tenders, the tender opening authority will, on opening the tender of the absentee tenderer, reads out and record the deficiencies if any, which shall be binding on the tenderer.

BIDDER

b. Pre-bid meeting: "The tenderers/Bidders should note that the pre-bid queries/Clarifications sought if any are to be submitted in writing on or before the day of pre-bid meeting and thereafter no queries/clarifications shall be entertained. The bidders may also mail their queries to the mail id: estatevpt@gmail.com before the day of pre-bid meeting.

7. Price Bid Opening:

a. Price bids in the form of sealed quotations will be opened on the date and time mentioned in NIT.

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

8. Evaluation and Comparison of Price Bids

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

9. Process to be Confidential.

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

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

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

g. For more details please see tender document.

BIDDER

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

TENDER NOTICE (NIT) No: IENG/Estate/TPO cum guest house, Hyderabad /T/2021 DATED: 05 - 01 – 2021

NAME OF WORK	“Lease of VPT’s Trade Promotion office / guest house with plinth area of 5549.90 sq. feet (in First Floor) & car Parking area of 373 sq. ft. (in cellar) in HACA Bhavan, opp. to Telangana Assembly, Hyderabad for Central Government Organisations / State Government Organisations / Nationalized and scheduled banks / Insurance companies / Corporate sectors - 2nd call”		
COST OF TENDER DOCUMENT (NON REFUNDABLE) –	Tender Fees (Non-refundable) of Rs. 11,800 (Rs. Eleven thousand eight hundred only) is to be transferred to VPT through RTGS / NEFT / bank transfer payable at State Bank of India Visakhapatnam Port Branch, Visakhapatnam in favour of “FA & CAO / Visakhapatnam Port Trust” payable at Visakhapatnam, from any Nationalized/ Scheduled Bank.		
E.M.D. (Rs.)	LOCATION	AREA (IN SQ.FT)	E.M.D.
	Portion in First floor in HACA Bhavan opp. To Telangana assembly (as per sketch No. VPT/EST/SK/ 49 /2020)	5549.90	Rs 4,90,000 /-
PRE – BID MEETING	Pre-bid meeting 18-01-2021 at 11.00 Hours at ENGG. DEPT. Conference Hall, AOB, 3 rd floor, Port Area, VPT, Visakhapatnam.		
DOWNLOADING OF TENDER DOCUMENTS	Tender Documents can be downloaded from the official web – site of Visakhapatnam Port Trust http://www.vizagport.com		
DATE OF DOWNLOADING OF TENDER DOCUMENT	FROM 06 – 01 – 2021 TO 28 - 01-2021 UPTO 13.00 HOURS		
LAST DATE & TIME FOR TENDER SUBMISSION	ON 28 - 01 - 2021 UPTO 14.00 HOURS		
OPENING OF BID	ON 28 - 01 - 2021 AT 15.00 HOURS		

FOR FURTHER DETAILS, AMENDMENTS OR EXTENSION OF TIME, PLEASE VISIT <http://www.vizagport.com>

CHIEF ENGINEER (i/c)
VISAKHAPATNAM PORT TRU

VISAKHAPATNAM PORT TRUST
ENGINEERING DEPARTMENT

SCOPE OF LEASE

Applications are invited from central government organizations for leasing out Visakhapatnam Port Trust (VPT) Trade Promotion Office cum Guest House in **HACA (Hyderabad Agricultural Cooperative Association)** Bhavan, Saifabad opp. to Telangana Assembly Hall, Hyderabad initially for a period of 05 (five) years in sealed tenders the enclosed proforma through Regd. Post / Speed Post only, addressed to the CHIEF ENGINEER, ENGINEERING DEPARTMENT, VISAKHAPATNAM PORT TRUST, VISAKHAPATNAM – 530 035 superscribing on envelopes in bold letters, “**Application for lease out VPT TPO cum Guest House, Hyderabad**” along with UTR No. for amount transfers for an amount of **Rs. 11,800 /-** towards tender fees including GST and an amount of **Rs. 4,90,000/-** towards EMD (refundable) in favour of “FA & CAO / Visakhapatnam Port Trust” Account no. **30387186900** payable at State Bank of India, Visakhapatnam Port Branch, IFSC code **SBIN0001740** through RTGS / NEFT / bank transfer payable at Visakhapatnam, from any Nationalized/ Scheduled Bank should reach to this office on or before **14.00 hrs.** on date **28 - 01 - 2021**.

Visakhapatnam Port Trust intends to lease out Trade Promotion Office cum Guest House, situated at Saifabad opp. to Telangana Assembly Hall, Hyderabad to be managed by Govt. firms initially for a period of **05 (five) years** on “as is where is basis” through open tender. The detail monthly rent and terms & conditions are given below.

1. Visakhapatnam Port Trust have fixed the reserve price of **Rs. 56.75 Ps.** (Rupees fifty six and seventy five paise only) per Sft. as monthly lease rent for the commercial purpose. Allotment will be given to the highest bidder on monthly lease value minimum **Rs. 56.75 Ps.** (Rupees fifty six and seventy five paise only) per Sft. which works out to Rs.3,14,957/- (Rupees three lakhs fourteen thousand nine hundred fifty seven only) per month. In addition to the above necessary maintenance charges @ Rs. 3/- per s.ft. (or as decided from time to time) has to be paid to the HACA Hyderabad and also electrical and water charges for the consumption done.
2. The Guest house is fully furnished and inventory presently exists in the guest house in tabulated at Annexure - 2. Furniture, Air Conditioners and all electrical appliances have been valued and costing to **Rs. 11,12,000/-** (Rupees eleven lakhs twelve thousand only)

(after considering depreciation value) which is to be paid by the successful bidder as one time payment in the form of RTGS / NEFT / Bank transfer in favour of "FA & CAO / Visakhapatnam Port Trust" Account no. **30387186900** payable at State Bank of India, Visakhapatnam Port Branch, IFSC code **SBIN0001740** payable at Visakhapatnam, from any Nationalized/ Scheduled Bank. This will be the property of the successful bidder after making payment.)

3. **2%** of total rental value will be increased every year.
4. The successful bidder has to deposit one (01) year rent equal to quoted amount before taking over the property (within 30 days from receipt of offer of allotment).
5. In addition to the above two (02) years rent equal to the quoted amount would need to be deposited as Security Deposit.
6. The property/s will be handed over to successful bidder on "AS IS WHERE IS CONDITION". The word "AS IS WHERE IS CONDITION" means that the "land and building" available as on date.
7. No improvements / Modifications / additions / alterations will be carried out in the land or building without prior approval from the competent authority/VPT. If approved, all modifications and renovations will be borne by successful bidder at his own cost. No claim can be made against VPT. No deductions will be allowed from lease amount.
8. If the said premises is required by VPT for any emergency situation, VPT will take over the Guest House for the period, in that case calculated rent for the period will be deducted from the dues of the lease holder.
9. On mutual consent and on representation of the bidder the licence period can be extended for another two years on approved terms and conditions.
10. All types of minor & major repair maintenance work will be done by the lease holder under intimation and approval from VPT at his own cost.
11. Lease holder will be required to pay all utility maintenance charges including electricity and water charges.
12. After the expiration of Lease Contract period, the Successful bidder shall surrender possession of property in good condition, including superstructure now exist Management Committee / VPT.
13. All sanctions, permissions, no objections, letters of intent, consent, licenses, clearance and statutory approvals etc. shall be obtained by the successful bidder at his own

cost and such document shall be kept effective and in force at all material times.

14. The building, furniture and other properties franchised shall be insured against fire, rioting and possible losses and the insurance policy to be taken in the joint names of the VPT and the successful bidder and the insurance premium will be borne by the successful bidder.

15. The competent authority / VPT shall have the right to terminate the Lease contract agreement, in-case of default or any type of malpractice noticed on the part of the successful bidder.

16. Further details are available in the bid document on the web site. Bidders who choose to download the tender from web site shall pay tender fee in the form of RTGS / NEFT / Bank transfer in favour of "FA & CAO / Visakhapatnam Port Trust" Account no. **30387186900** payable at State Bank of India, Visakhapatnam Port Branch, IFSC code **SBIN0001740** payable at Visakhapatnam, from any Nationalized/ Scheduled Bank, payable at VISAKHAPATNAM.

17. All the properties will be handed over to the successful bidders with inventory list as enclosed after depositing the cost mentioned in S. No. 2 of this terms and conditions and will be signed by both the parties with all details of the properties.

18. All the above terms and conditions are intended only for initial proposal and the same may be altered / modified at the time of Bidding for management contract.

Tenders will be opened at 15:00 Hrs. onwards on date 28 - 01 - 2021 at VPT office 3rd floor AOB, Visakhapatnam Port Trust, Visakhapatnam – 530 035. Application received after the stipulated period, without required deposits, incomplete application and / or conditional applications shall be summarily rejected without any notice.

The authority reserves the right to reject any or all the applications without assigning any reason thereof.

Any doubt / query regarding the terms and conditions can be cleared at Chief Engineer's Conference hall, 3rd floor of AOB / VPT on Dt. 18.01. 2021 from 11:00 to 13:00 hrs.

CHIEF ENGINEER (i/c)

CHAPTER - 1

VISAKHAPATNAM PORT TRUST

INSTRUCTIONS TO THE TENDERERS FOR submission of tender for

“Lease of VPT’s Trade Promotion office / guest house with plinth area of 5549.90 sq. feet (in First Floor) & car Parking area of 373 sq. ft. (in cellar) in HACA Bhavan, opp. to Telangana Assembly, Hyderabad for Central Government Organisations / State Government Organisations / Nationalized and scheduled banks / Insurance companies / Corporate sectors - 2nd call”

1.0 The bidders may note that, the tender document including supporting documents i.e., the copies of UTR No. (Unique Transaction Reference no. and date of transfer and other details shall be submitted along with tender document and to be submitted in sealed cover.

1.01 **Visakhapatnam Port Trust invites percentage rate tender for “Lease of VPT’s Trade Promotion office / guest house with plinth area of 5549.90 sq. feet (in First Floor) & car parking area of 373 sq. ft. (in cellar) in HACA Bhavan, opp. to Telangana Assembly, Hyderabad for Central Government Organisations / State Government Organisations / Nationalized and scheduled banks / Insurance companies / Corporate sectors - 2nd call”**

LOCATION	AREA (IN SQ. FT.)
Portion in First floor in HACA Bhavan opp. To Telangana assembly (as per sketch No. VPT / EST / SK / 49 /2020)	5549.90

1.1 Schedule for Percentage rate tender, is as under:

- (i) Tender Document to be downloaded from the official website of Visakhapatnam Port Trust <http://www.vizagport.com>
- (ii) Tender Fees (Non-refundable) of Rs. 11,800 /- (Rs. Eleven thousand eight hundred only) is to be transferred to VPT through RTGS / NEFT / Bank transfer in favour of “ F A & CAO / Visakhapatnam Port Trust” for payable at Account no. **30387186900** with State Bank of India, Visakhapatnam Port Branch, with IFSC code **SBIN0001740** from any Nationalized / Scheduled Bank.
- (iii) The E.M.D. for lease of office / guest house accommodation as mentioned in the N.I.T. is required to be submitted. The E.M.D. is to be transferred to Visakhapatnam Port Trust through RTGS / NEFT / Bank transfer in favour of “Visakhapatnam Port Trust” for payable at Account no. **30387186900** with State Bank of India, Visakhapatnam Port Branch, with IFSC code **SBIN0001740**, from any Nationalized/ Scheduled Bank. **The E.M.D. will not carry any interest.**
- (iv) If any queries regarding tender documents, the list of queries may be sent on email to cekgsvpt@gmail.com, cc to: estatevpt@gmail.com before due date of pre-bid meeting.

- (v) Pre-bid meeting **18 – 01 – 2021 AT 11.00 HOURS** at Engg. Dept. Conference Hall, AOB, 3rd floor, Port Area, VPT, Visakhapatnam.
- (vi) Last date and time for the tender submission **28 - 01 – 2021 UPTO 14.00 HOURS.**
- (vii) Opening of tender is on **28 - 01 - 2021 AT 15.00 HOURS.**

1.2 Downloading Tender Documents: Tender documents will be available on web site up to date and time as shown above. Tenderer who wish to participate in this tender shall visit the web site <http://www.vizagport.com>

1.3 Submission of Tender Fees, EMD: Tender Fees (Non-refundable) of **Rs. 11,800 /- (Rupees Eleven thousand eight hundred only)** & **EMD of Rs. 4,90,000/- (Rupees Four lakhs ninety thousand only)**, is to be transferred to VPT through RTGS / NEFT / Bank transfer in favour of "F A & CAO / Visakhapatnam Port Trust" for payable at Account no. **30387186900** with State Bank of India, Visakhapatnam Port Branch, with IFSC code **SBIN0001740** from any Nationalized / Scheduled Bank.

1.4 The Tender Fees and EMD as mentioned above shall be submitted so as to reach the Office of the Chief Engineer, Estate Division, Visakhapatnam Port Trust **within the due date and time of opening of bid** through Registered AD Post / Speed Post only. The cover containing Tender set and required fees and EMD and shall be superscribed by "**TENDER FEES AND E.M.D. FOR** "Lease of VPT's Trade Promotion office / guest house with plinth area of 5549.90 sq. feet (in First Floor) & car Parking area of 373 sq. ft. (in cellar) in HACA Bhavan, opp. to Telangana Assembly, Hyderabad for Central Government Organisations / State Government. Organisations / Nationalized and scheduled banks / Insurance companies / Corporate sectors - 2nd call"

1.5 Opening of Sealed covers : Sealed covers shall be opened on **28 - 01 - 2021 AT 15.00 HOURS** in the Office of Conference Hall, AOB, 3rd floor, Port Area, VPT, Visakhapatnam-530035.

1.6 Contacting Officer: Further details/darification if any will be available from the Sr. AEM / SE / CHIEF ENGINEER, ENGINEERING DEPARTMENT, VISAKHAPATNAM PORT TRUST, 3rd Floor, ADMINISTRATIVE OFFICE BUILDING, PORT AREA, VISAKHAPATNAM – 530035, A.P., INDIA. PH. NO. 0891 – 2873300/2873332/2873515/2873337.

1.7 The tender documents fees shall not be refunded under any circumstances.

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

1.9 Conditional tender shall not be accepted.

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

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

- 1.12** The Visakhapatnam Port Trust reserves the rights to reject any or all tenders without assigning any reason thereof.
- 1.13** Tenderers are bound by the Visakhapatnam Port Trust rules and regulation being issued from time to time.
- 1.14** Any kind of amendment shall be published only on-line and shall be final and binding to all the tenderers.
- 1.15** The details of tenders can be seen on website <http://www.vizagport.com>
- 1.16** The RESERVE PRICE in terms of yearly lease rent has been mentioned in price bid / BOQ (Annexure –A). Any bid quoting rates below the RESERVE PRICE shall be rejected outright.
- 1.17** Schedule of the plinth area and car parking area offered for allotment along with eligible criteria is mentioned in the tender documents.
- 1.18** Every tenderer shall mention their E - Mail / address in the BID FORM – 2.
- 1.19** After the deadline prescribed in NIT, the bids cannot be accepted.

1.20 ELIGIBILITY CRITERIA:

A. Technical Criteria :

1. The bidder can be a single entity or a group of entities (hereinafter referred to as Consortium), coming together to implement the Project. The term bidder used hereinafter would therefore apply to both a single entity and a Consortium.
2. Two or more bidder(s) may form a joint venture/Consortium among themselves and apply against this tender specification, provided they fulfill the eligible criteria.
3. Members of the Consortium shall enter into a Memorandum of Understanding (MoU) for the purpose of participation in the tender. The MoU shall, inter alia, also convey the intent to form a joint venture company which would enter into an Agreement and subsequently carry out all the responsibilities of the lessee as will be stipulated in the Agreement. The MoU shall also clearly outline the proposed roles and responsibilities of each member at each stage. A copy of the MoU shall be uploaded by the bidder with the tender in Technical bid.
4. The total no of a Consortium shall be limited to four members.
5. In case of a Consortium, Consortium as a whole shall meet the qualifying norms specified in the tender, they participate.

6. The lead member of the Consortium should meet at least 50% of the qualifying norms in respect to the work experience, net worth & Turn Over requirement. Besides the lead member, other member(s) of the Consortium together shall meet the balance 50% of the qualifying norms in respect to the work experience, net worth & Turn Over requirement.
7. All the Consortium member(s) shall authorize the lead partner by submitting a power of Attorney duly signed by the authorized signatories. The lead partner shall be authorized to receive instructions for and on behalf of all partners of the Consortium and entire execution of the project related to this land lease.
8. The Consortium and its members should include a description of the roles and responsibilities of individual members and they shall be jointly and severally responsible and be held liable for the purpose of guaranteed obligation and any other matter as required under the contract. Any member of the Consortium member(s) shall not be eligible either in an individual capacity or part of any other Consortium to participate in the tender, where the said Consortium participates. A declaration in this regard is to be submitted by the bidder.
9. Land allotment orders will be placed to lead members of the Consortium.
10. The purchaser of the tender document must be the bidder itself or a member of the consortium submitting the application.
11. In-case of Consortium, the information required for each member of the Consortium shall submit.
12. One of the members of the Consortium shall be nominated as being in charge (Lead Member), and this authorization shall be supported by a Power of attorney and signed by authorized signatories of other members.
13. B) Financial Parameters :
 - a. Tender Fees of Rs. **11,800** /- (**Rupees Eleven thousand eight hundred only**) (Non refundable) is to be transferred to VPT through RTGS / NEFT / Bank transfer in favour of " F A & CAO / Visakhapatnam Port Trust" for payable at Account no. **30387186900** with State Bank of India, Visakhapatnam Port Branch, with IFSC code **SBIN0001740** from any Nationalized / Scheduled Bank. Copy of the details like UTR No., date and other details shall be enclosed along with the tender.
 - b. The E.M.D. **Rs. 4,90,000/-** (**Rupees four lakhs ninety thousand only**) for the building / accommodation is to be transferred to VPT through RTGS / NEFT / Bank transfer in favour of " F A & CAO / Visakhapatnam Port Trust" for payable at Account no. **30387186900** with State Bank of India, Visakhapatnam Port Branch, with IFSC code **SBIN0001740** from any Nationalized / Scheduled Bank.. Copy of the details like

UTR No., (Unique transaction reference No.), date and other details shall be enclosed along with the tender. The E.M.D. will not carry any interest.

- c. Tenderer shall have to furnish the Solvency Certificate not older than three months from the date of opening of tenders, for each Land the bidder wants to quote as mentioned under. The Solvency certificate is to be issued by any Nationalized / Scheduled Bank.

LOCATION	AREA (IN SQ. FT.)	SOLVENCY
Portion in First floor of HACA Bhavan opp. To Telangana assembly (as per sketch No. VPT/EST/SK/ 49 /2020)	5549.90	Rs. 15,12,000 /-

- d. The bidder shall have a minimum net-worth (Average) of Rs. **157.48 Lakhs**, during the last 3 years ending 31st March of the previous financial year issued by any Chartered Accountant.
- e. The bidder shall submit annual turnover (Average) of Rs. **188.98 Lakhs**, during the last 3 years ending 31st March of the previous financial year issued by any Chartered Accountant.

Government organizations are exempted from showing solvency, net-worth, and turnover as specified above.

- f. Copy of PAN CARD / in the case of foreign bidders, a similar account with its Income tax Department OR a similar certificate by whatever name.
- g. **GST Certificate** as per applicability of the firm.
- h. Undertaking of non-pendency of mutually admitted port dues.

C. In addition to the above, the following documents also shall invariably required to be submitted along with the technical bid :

1. The technical bid i.e., tender documents including amendments if any, are required to be submitted through online, duly sealed and signed at each page.
2. 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.
3. Power of Attorney in favour of the person signing the application and undertaking on behalf of the firm.
4. An undertaking to the effect that no change has been made in the tender documents and they have not been banned /de-listed by any reputed organization in past.
5. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.

6. Undertaking with regard to statutory clearances that wherever necessary statutory clearances will be obtained from the concerned authority, shall be submitted by the tenderer.
7. The tenderer will have to give a Certificate that he or she is not related to any Officer of Visakhapatnam Port Trust or any officer of the rank of Assistant Secretary or above in the Ministry of Transport, Government of India. The Contractor should give a declaration along with his tender about the name of the relatives, who are employed as Non-gazetted officers in the Port Trust.
8. The tenderer should give an undertaking letter that the documents submitted by them are genuine documents. If any forged / fake documents are submitted by the tenderer, VPT have right to ban the business dealing of the firm with VPT.
9. The tenderer/bidder shall have to submit a certificate that their Firm / Company does not have any relationship (direct / indirect) either personal / commercial with any of the existing Trustees of Visakhapatnam Port Trust”

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

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

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

1.24 FORFEITURE OF EARNEST MONEY DEPOSIT (EMD):

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

The EMD shall be returned to all the unsuccessful bidders.

The EMD shall be forfeited under the following circumstances:-

- i. If the Bidder withdraws/non-responsive/modifying its Bid during the period of bid validity, after bid opening or***
- ii. If the bidder revises it's price offer after opening of the price bid or***
- iii. If the Bidder submits fraudulent documents and / or wrong information in support of it's eligibility/qualification or***
- iv. If the bidder is found to be guilty of submitting false information, forged and fabricated documents or of any action which is illegal or fraudulent in nature or***
- v. If the Bidder, having been notified of the acceptance of its bid by***

- Visakhapatnam Port Trust during the period of bid validity,***
- a. fails to make payment towards initial security deposit and advance lease rentals as stipulated in the tender conditions and /or does not agree to pre-acceptance letter issued by Visakhapatnam Port Trust,***
 - b. fails to execute lease deed/agreement as per tender conditions.***

1.25 DOCUMENT PRESENTATION

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

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

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

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

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

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

(vii) The tenderer shall examine all the tender conditions and the specification etc. in the tender documents.

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

1.26 WITHDRAWAL OR MODIFICATIONS

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

1.27 AMENDMENT TO TENDER DOCUMENT:

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

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

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

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

1.28 DETERMINATION OF RESPONSIVENESS:

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

1.29 EVALUATION AND COMPARISON OF TENDERS:

- (i) Only central govt. organizations are eligible to participate in the tender.
- (ii) They are required to fulfil the requirements in the NIT / tender.
- (iii) Whoever quotes highest over and above the reserve price will be the successful bidder.

1.30 VALIDITY OF TENDER:

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

1.31 ACCEPTANCE OF TENDER:

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

1.32 LANGUAGE OF THE TENDER:

The tender submitted by the tenderer and all correspondence and documents relating to the tender exchanged by the tenderer and the VPT shall be written in ENGLISH LANGUAGE. Any printed literature, other than in English language, shall be accompanied by an English translation.

1.33 PRE-BID MEETING

A pre-bid meeting will be held in Visakhapatnam office of the Chief Engineer, VPT, as mentioned in the schedule (NIT). However in case of a change the same will be hoisted on VPT Portals.

Attendance at pre-bid meeting is strongly advised. Tenderers should send a "Letter of Authorization" with attested specimen signature of their representatives who are deputed by them to be present at the pre-bid meeting. Should there be any discrepancy in or any doubt or obscurity as to the meaning of any of the tender documents or as to anything to be done or not to be done by the tenderers or any clarification or if any additional information is needed by the tenderers, these shall be set forth in writing and submitted to the Chief Engineer, VPT. VPT reserves the right to call for additional documents, clarification etc. for determination of fulfillment of qualification criteria of the tenderers.

1.34 SITE INSPECTION

(i) It would be deemed that prior to submission of tender, the tenderer has made a complete and careful study of the existing conditions including but not limited to (a) the site conditions; (b) condition of the access road & surroundings and has assessed the extent.

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

(iii) Site inspection can be held with prior appointment with Sr. AEM / SE / Chief Engineer, VPT.

1.35 TENDERER'S RESPONSIBILITY

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

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

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

(iv) The area / accommodation will be allotted only after obtaining approval of Port Trust Board.

1.36 Tenders with following discrepancies are liable for rejections;

i) Tender that is incomplete, ambiguous, and not accompanied by the documents asked for.

ii) Tender received after specified date / time.

iii) Tender in respect of which canvassing in any form is resorted to by the tenderer.

iv) If the tenderer deliberately gives wrong information in his tender or resorts to unfair methods in creating circumstances for the acceptance of his tender, VPT reserves the right to reject such tender at any stage.

1. 37 OPENING OF THE TENDERS:

(i) The Tender will be opened at the office of the Chief Engineer, VPT, in the presence of those Tenderers who may wish to be present and the names of the Tenderers will be announced to those who are present.

(ii) The Tender, shall be opened on the date mentioned in NIT.

(iii) The tenderers who wish to witness the tender opening shall send a letter of authorization with attested specimen signatures of their representatives who are deputed to attend the

opening of tenders. Representatives without such authorization letters may not be permitted to be present to witness the tender opening.

(iv) To assist in the examination, evaluation and comparison of tenders, VPT may ask tenderers, individually for clarification of their tender. The request for clarification and the response shall be sent in writing by Post, Fax or e-mail, but no change in price or substance of the tender shall be sought, offered or permitted.

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

1.39 VPT reserves the right to reject any or all tenders without assigning any reasons thereof and does not bind itself to accept the lowest tender.

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

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

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

1.43 Tender documents available on the website of <http://www.vizagport.com>.

The complete Tender documents are available on the website and the same can be downloaded by the intending bidders directly from VPT website : <http://www.vizagport.com> The tender fees of Rs. **11,800** /- (**Rupees Eleven thousand eight hundred only**) (Non-Refundable) is to be transferred to VPT through RTGS / NEFT / Bank transfer in favour of " F A & CAO / Visakhapatnam Port Trust" for payable at Account no. **30387186900** with State Bank of India, Visakhapatnam Port Branch, with IFSC code **SBIN001740** from any Nationalized / Scheduled Bank. Copy of the details like UTR No., date and other details shall be enclosed along with the tender. Downloaded documents are to be printed in a clearly readable form in A4 size sheet for submission. Bids are to be submitted in the prescribed format and corrections to be attested. VPT is not responsible for any delays etc. Tenders without tender cost will not be accepted. The cost of the tender documents will not be refunded under any circumstances.

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

1.45 All tenders shall be accompanied by the Earnest Money Deposit (EMD) of **Rs. 4,90,000/- (Rupees Four lakhs ninety thousand only)** is to be transferred to VPT through RTGS / NEFT / Bank transfer in favour of " F A & CAO / Visakhapatnam Port Trust" for payable at Account no. **30387186900** with State Bank of India, Visakhapatnam Port Branch, with IFSC code **SBIN001740** from any Nationalized / Scheduled Bank. Copy of the details like UTR No. (Unique transaction reference No.), date and other details shall be enclosed along with the tender. The EMD shall be valid for a minimum period of 150 days (one hundred and fifty Days) from the last day of submission of tender. Tenders submitted without EMD or without adequate amount of EMD shall be considered as non- responsive and hence, rejected. The EMD of the unsuccessful tenderers shall be returned within 7 days after acceptance of the H1 bidder. EMD shall be forfeited in the event of the tenderer withdrawing / modifying the tender before expiry of the tender validity period of 150 days from the date of the opening of the tender or in the event of the successful.

1.46 The Terms & Conditions contained in this NIT and tender documents shall be applicable. In case of any unscheduled holiday taken place on the last day of issue of tender/submission of

tender, the next working day will be treated as scheduled day and time for issue/submission of Tender.

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

1.48 The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the VPT Portal. All Corrigendum and addendum are to be submitted duly signed & stamped. All bidders are advised to check especially VPT website <http://www.vizagport.com> regularly.

1.49 The successful tenderer shall execute an agreement with VPT in relation to this tender.

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

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

SPECIAL CONDITIONS OF CONTRACT (CHAPTER -2)

TERMS AND CONDITIONS

2.1 Office accommodation to be inspected by tenderer before bidding:

The Office accommodation will be allotted on "as is where is basis".

The Tenderer shall have to inspect the premises at their own cost and it shall be deemed at they have fully acquainted themselves with all their aspects of the structure conditions etc. No claim whatsoever shall be entertained by VPT in future for improving condition of structure on account of lack of infrastructure OR for any reasons whatsoever.

2.2 Tender document to be read and understood carefully.

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

2.3 Area & Activity:

LOCATION	AREA (IN SQ. FT)	Purpose
Portion in First floor of HACA Bhavan opp. To Telangana assembly (as per sketch No. VPT/EST/SK/ 49 /2020)	5549.90	For office / guest house / training institute / seminar hall / conference hall purpose

The successful bidder has to pay an amount of **Rs. 11,12,000/- (Rupees Eleven lakhs and twelve thousand only)** towards the cost of furniture, air conditioners and all electrical appliances (as per Annexure – I) as one-time payment along with regular payments through transfer to VPT through RTGS / NEFT / Bank transfer in favour of "F A & CAO / Visakhapatnam Port Trust" Account no. **30387186900** account with State Bank of India, Visakhapatnam Port Branch, with IFSC code **SBIN0001740** from any Nationalized / Scheduled Bank. The bidders shall enclose the copy of the details like UTR No., date and other details along with the tender.

The particulars of the rooms are shown in the Sketch No. VPT/EST/SK/ 49/ 2020 (enclosed with Bid document). No dispute whatsoever regarding the plinth area of the structure / accommodation shall be entertained by the V.P.T.

2.4 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., along with certified copy of all relevant documents.

2.5 SECURITY DEPOSIT

- a) The Successful bidder shall pay 2 years rentals as Security Deposit. This will not carry any interest.
- b) The Security deposit shall be refunded after the completion of the lease period and upon vacating of the office / guest house area and after adjusting any recoverable dues on expiry of the lease period.

2.6 Annual Lease Rent :

(i) The successful bidder shall pay lease rentals for the property allotted to them, on annual payment mode (as per total amount offered in the PRICE BID) by the bidder with a condition that the annual rental shall bear escalation as prescribed per each year (from 1st April)

compoundable and percentage of hike in annual rental for each year.

(ii) Premium:

The amount quoted per year for the above mentioned office / guest house accommodation has been fixed for the year 2020 - 21, as shown in the PRICE BID format. The bidder has to quote their percentage excess over and above the RESERVE PRICE. Bidder quoting less than the RESERVE PRICE (SoR) will not be considered.

Sealed tenders in the enclosed PRICE BID shall be submitted along with tender documents, the details of transfer of amount for tender fees and EMD fees i.e., copy of unique transaction reference No. (UTR No.) date for EMD and Tender fees paid in the form of RTGS / NEFT / Bank transfer so as to reach the office of the Chief Engineer/VPT **within the due date and time of opening of tenders.** The hard copy of the same shall be submitted in closed cover super-scribing on envelope in bold letters "APPLICATION FOR LEASE RENT VPT'S TPO CUM GUEST HOUSE, HYDERABAD". Cover containing details of transaction of amount i.e., copy of unique transaction reference No. (UTR No.) date for EMD and Tender fees paid in the form of RTGS / NEFT / Bank transfer **is to be submitted to VPT along with tender documents.**

The envelope shall be addressed to:

- (a) The Chief Engineer,**
Engineering Department, Estate Division,
Visakhapatnam Port Trust,
3rd Floor, Administrative Building,
Port Area, **VISAKHAPATNAM-530 035.**
ANDHRA PRADESH, INDIA.

(b) bear the following identification:

"SEALED TENDERS for "Lease of VPT's Trade Promotion office / guest house with plinth area of 5549.90 sq. feet (in First Floor) & car Parking area of 373 sq. ft. (in cellar) in HACA Bhavan, opp. to Telangana Assembly, Hyderabad for Central Government Organisations / State Government Organisations / Nationalized and scheduled banks / Insurance companies / Corporate sectors - 2nd call".

Cover No. and its contents (i.e., EMD / Technical Bid / Commercial Bid)

Bid reference No. – _____

Name and address of the bidder.

2.7 Deadline of Submission of the Bids

Bids must be received by the Lessor i.e. Visakhapatnam Port Trust not later than 14.00 **hours on 28 - 01 - 2021**. In the event of the specified date for the submission of bids being declared a holiday by the Lessor i.e. Visakhapatnam Port Trust, the Bids will be received up to the appointed time on the next working day.

The Lessor i.e. Visakhapatnam Port Trust may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Lessor i.e. Visakhapatnam Port Trust 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.

2.8 LATE BIDS

After the deadline prescribed in **Clause 2.7** the bids cannot be submitted. VPT is not responsible for any postal delays.

2.9 BID OPENING AND EVALUATION

Bid Opening

On the due date and appointed time, the Lessor i.e. Visakhapatnam Port Trust will first open all bids received including modifications made pursuant to **Clause 2.11**. In the event of the specified date for Bid opening being declared a holiday by the Lessor i.e. Visakhapatnam Port Trust, 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.

2.10 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS.

Prior to detailed evaluation of Bids, the Lessor i.e. Visakhapatnam Port Trust will determine whether each Bid :- **(a)** meets the eligibility criteria **(b)** is accompanied by the required Bid security, and; **(c)** is responsive to the requirements of the Bidding documents.

A substantially responsive Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one : (a) which effects in any substantial way the scope, quality or performance of the works; (b) which limits in any substantial way, the Lessor i.e. Visakhapatnam Port Trust'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.

2.11 EXPENSES FOR BIDDING

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

2.12 VALIDITY OF BIDS

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

2.13 Right of acceptance or rejection of any Bid

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

2.14 ALLOTMENT :

The allotment of the building will be made to the commercially qualified, highest Bidders of building in open tender (percentage rate tender) and will be subject to the approval of Visakhapatnam Port Trust Board / Competent Authority. The allotments will be subject to the above terms and conditions, terms of lease deed and as per guidelines issued by the Ministry of Shipping, Government of India, from time to time.

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

2.15 Indemnification and Insurance :

The successful bidder shall indemnify VPT for any direct or indirect loss caused/lodged on VPT for any action, cause, accident, loss caused to any third party including officials of VPT, during the construction period and period of Lease validity. The losses related to employees/associates etc engaged by successful bidder shall be the sole responsibility of the successful bidder. Adherence to all labour laws, rules and applicable ESI and any other applicable law of the building and government shall be responsibility of successful bidder.

2.16 LEASE EXECUTION

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

2.17 LEASE PERIOD

Lease period shall be of 5 (five) years, started from date of handing over of possession and shall be renewed with the mutual consent of both parties.

2.19 G.S.T :

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

2.20 PAYMENT PERIOD

- a) The allotments under this policy will be deemed to have been commenced from the date of handing over of the possession of the building to the allottee only after making full payment of advance lease rentals as per VPT terms and conditions along with the applicable taxes and security deposit, being 2 years rentals, to the Visakhapatnam Port Trust as mentioned at Clause 2.6 & 2.14. These formalities will have to be completed by allottee within a period of 14 days from the date of issuance of letters of allotment.
- b) The Lessee shall pay yearly rent within stipulated time to the Lessor (VPT) during the term of lease, without any obligation / protest. If the rent is not paid by the Lessee on the due date, it shall carry interest @ 18% per annum or any other higher rate of interest that may be fixed by the Lessor from time to time during the currency of lease period.

13.21 UTILIZATION OF BUILDING :

- a. The Allotment of building is only for office/ guest house / training institute / seminar hall / conference hall.
- b. If the leased building is not utilized within two years of allotment for the activity for which it is allotted, the lease will be terminated.
- c. Wherever necessary, the approvals are to be obtained from the concerned authority.

2.22 Signing of the agreement

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

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

2.24 Statutory Clearances :

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

2.25 Security :

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

2.26 No third party tenderer/Lessee interest allowed:

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

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

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

2. 29 Taxes & Duties:

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

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

2.31 Award of lease :

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

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

2.33 UTILIZATION OF BUILDING :

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

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

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

2.34 USE OF BUILDING

The lessee shall strictly use the building allotted for the activity for which allotted, and change of activity shall not be allowed. The allottee shall not carry out any activity that may be considered detrimental to the interest of the Visakhapatnam Port Trust or to the National Security.

2.35 INSPECTION OF BUILDING

The allottee shall at all reasonable time allow access for inspection to the demised office / guest house accommodation to the Chairman, Visakhapatnam Port Trust or his duly authorized officer or agent as aforesaid.

2.36 EXPIRY OF LEASE

On expiry of Lease period, the Lessee shall hand over the vacant and peaceful possession of the office / guest house accommodation on the day of expiry of lease period and in case of sooner termination of lease / cancellation of allotment of office / guest house accommodation, the Lessee shall hand over vacant peaceful possession of the office / guest house accommodation quietly within the time stipulated in the notice of cancellation of allotment in good condition.

However, in the event of Lessee's failure to hand over the office / guest house accommodation and peaceful possession of the same within the stipulated time, it shall be lawful for the Chairman, Visakhapatnam Port Trust 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 office / guest house accommodation, by preparing Panchnama and remove material lying on the premises. All such expenses, as may be paid out and incurred by Visakhapatnam Port Trust, while acting for taking over of vacant peaceful possession of the said office / guest house accommodation shall be recoverable from the Lessee.

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

After the expiry/termination of lease or forfeiture of lease on account of change of user assignment, etc., if the lessee continues to occupy it unauthorized, or if there is any encroachment, the lessee shall be liable to pay compensation for wrongful use and occupation at **three times the annual lease rent of particular period**, till vacant possession is obtained.

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

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

2.37 ADMINISTRATION OF TERMS OF ALLOTMENT :

All Rules and Regulations made by Chairman, Visakhapatnam Port Trust/Board of Trustees of Visakhapatnam Port Trust, Ministry of Shipping, Govt. of India, with regard to use and enjoyment of the demised premises shall be deemed to be part of terms and conditions of allotment and shall be binding on the allottee.

- 2.38** The authorized signatory shall sign the tender documents and other confirmation, undertaking etc. to be attached with the tender.

2.39 LEASE AGREEMENT

The successful 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 form. The tenderer/bidder shall undertake (if his tender is accepted) to enter into and execute when called upon to do so an agreement with such modifications as agreed upon. Unless and

until the formal agreement is prepared and executed, this tender with the written acceptance shall form a binding contract between the Trust and the lessee.

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

2.40 LEGAL JURISDICTION

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

2.41 ARBITRATION

- a) All disputes or differences arising between the parties out of this agreement shall be settled by arbitration for which the Chairman, Visakhapatnam Port shall nominate the sole arbitrator. The award of the sole arbitrator shall be final and binding on both the parties.
- b) The entire cost of Arbitration proceedings shall be borne by the lessee.
- c) The proceedings of the Arbitration shall be held in English language and shall be held at such place as may be decided by the Chairman, Visakhapatnam Port Trust or his nominee. The award of the Arbitration shall be final and binding on both the parties to the contract.

FORM FOR APPLICATION (on organization's letter head)

TENDER FOR "Lease of VPT's Trade Promotion office / guest house with plinth area of 5549.90 sq. feet (in First Floor) & car Parking area of 373 sq. ft. (in cellar) in HACA Bhavan, opp. to Telangana Assembly, Hyderabad for Central Government Organisations / State Government. Organisations / Nationalized and scheduled banks / Insurance companies / Corporate sectors - 2nd call"

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

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

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

5. Details of existing business, if any, with relevant details :

6. Briefing mentioning structures, methodology :

SIGNATURE OF TENDERER / bidder

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

TENDER FOR "Lease of VPT's Trade Promotion office / guest house with plinth area of 5549.90 sq. feet (in First Floor) & car Parking area of 373 sq. feet (in cellar) in HACA Bhavan, opp. to Telangana Assembly, Hyderabad for Central Government Organisations / State Government. Organisations / Nationalized and scheduled banks / Insurance companies / Corporate sectors - 2nd call"

To
The Board of Trustees of the Port of Visakhapatnam,

I/We, M/s. _____ have gone

through the tender document carefully and hereby confirm as under:

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

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

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

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

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

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

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

Name: _____ Designation: _____

Designation: _____ Address _____

Address: _____

Tel. No.: _____

Date: _____

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

Tender No. **IENG/Estate/ TPO cum guest house, Hyderabad/ T /2021_DATED: 05 - 01 –2021,**
The Chief Engineer,

Sub:- **BID for** “Lease of VPT’s Trade Promotion office / guest house with plinth area of 5549.90 sq. feet (in First Floor) & car Parking area of 373 sq. ft. (in cellar) in HACA Bhavan, opp. to Telangana Assembly, Hyderabad for Central Government Organisations / State Government Organisations / Nationalized and scheduled banks / Insurance companies / Corporate sectors - 2nd call” – Reg.

Dear Sir,

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

2. My/Our Bid is unconditional and unqualified.

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

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

5. I/ We acknowledge that the VPT will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Lessee for the aforesaid accommodation and we certify that all information provided therein is true and correct; nothing has been omitted.

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

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

8. I/We declare that:

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

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

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

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

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

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

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

Yours faithfully,

Date:

Place:

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

Encl.: 1. Checklist of Documents submitted by us

2. Other documents as per prescribed formats

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

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

Tender No: **IENG/Estate/TPO cum guest house, Hyderabad/T/2021, DATED: 05 – 01 -2021**

Name of Project: "Lease of VPT's Trade Promotion office / guest house with plinth area of 5549.90 sq. feet (in First Floor) & car Parking area of 373 sq. ft. (in cellar) in HACA Bhavan, opp. to Telangana Assembly, Hyderabad for Central Government Organisations / State Government. Organisations / Nationalized and scheduled banks / Insurance companies / Corporate sectors - 2nd call"

1. Full Name of the Bidder : (in Block Letters)
2. Bidder's details (nature of job)
3. Bidder's Registered Office and Place of Business and branch office(s) in India, if any, or Residence
4. Bidder's Telephone No.
Fax No.
E-mail address
5. Name & Address of the central government organization (Provide names, office & residential addresses, telephone nos, fax nos, email, Profession / Business engaged in etc.)
6. Profile of the Bidder giving details of current activities, background of promoters and management structure including evidence of incorporation and proposed role and responsibilities of organization, brief description of its main lines of business, details of current activities, Country of incorporation.
7. Details of individual(s) who will serve as the point of contact/communication for the VPT
(a)Name:, (b)Designation: ,(c)Company:,(d)Address:,(e)Telephone Number:
(f)E-Mail Address: ,(g)Fax Number:
8. Particulars of the Authorized Signatory of the Bidder, if any
(a)Name: ,(b)Designation: ,(c)Address: ,(d)Phone Number:
(e)Fax Number: ,(d)E-Mail Address

Note:

1. In case of foreign company (ies), the same must be incorporated under the laws of the country of registration.
2. Certificate of Incorporation or equivalent of such foreign company should be either certified by the statutory auditor of the company or the Company Secretary.

GENERAL CONDITIONS

The Lessee shall strictly follow the Terms & Conditions

1. In addition to the Lease fee, the Lessee shall pay the **G.S.T (SGST (9%) + (CGST (9%))** and other taxes as per the prevailing rate from time to time.
2. The Security Deposit will be refunded without any interest after the expiry of the Lease period, if there are no dues recoverable from the Lessee. The Trust reserves its right to forfeit the Security Deposit fully or proportionately against the dues if any payable by the Lessee. If the Security Deposit is not sufficient to meet the dues from the Lessee, the Trust will invoke the Section 59 of the Major Port Trusts Act, 1963 for the recovery of the dues.
3. The Lease shall come to an end on the expiry of Lease period. The Lessee must surrender the office / guest house accommodation area in vacant condition on the expiry of the Lease period failing which the security deposit shall be forfeited and the port shall take possession of the office / guest house accommodation area. Port shall dispose off the unwanted material and shall get the credit for such disposal.
4. In the event the Lessee desires to terminate the Lease (pre closure), the Lessee has to give three months prior notice. After the notice period of three months, the Lease shall come to an end. In this event, VPT reserves its right to float further tender process within the notice period of pre-closure.
5. In the event of the allotted office / guest house accommodation area is required by the Port, the Lessee shall handover the same within 180 days from the date of issuance of such Notice to the Lessee by the Port to vacate the allotted building area. In case of failure to vacate and handover the area within 180 days of notice period, it will be declared as "unauthorized occupation by the Lease holder" and penal charges at three times of Lease fee will be levied from the date of notice till vacation and handover of the office / guest house accommodation and part surrender will not entertained in such cases.
6. There shall be no sub-let or transfer of lease. Subletting of office / guest house accommodation area shall be considered as a default and the allotment shall be cancelled & security deposit forfeited on account of this. Further the Port shall levy UAO penalty not exceeding 3 times the annual Lease rent (i.e., highest quoted rate) further every months occupation till the office / guest house accommodation is vacated and handed over to VPT (besides the Port shall take action under the provisions of Public Premises (Eviction of unauthorized occupants) Act, 1971).
7. After the expiry / termination / termination of Lease or forfeiture of Lease on account of change of user agreement, etc., if the Lessee continues to occupy it unauthorisedly he shall be treated as a trespasser and an unauthorized occupant and the port in addition to usual of the premise Lease fee, the Lessee shall be liable to pay, **penalty at the three times the annual lease rent of particular period** in addition to the Lease rent.
8. The Lessee shall give the Port Trust Fire Service the right of unrestricted access to the said building area in the case of any fire or natural calamities in the allotted building area.

9. The Lessee shall have to follow all the safety and pollution control norms as may be prescribed by the competent authority of the Port from time to time.
10. The Lessee shall not keep any materials of dangerous nature or keeping of any material which may contravene any act or local regulations in the said building area allotted to him.
11. The Trust shall not be liable for any damage, theft or loss of cargo/material by any cause what so ever in the said building area to the Lessee.
12. The Lessee shall fix the Name Board Measuring 4 x 3 Ft. inscribing (a) name of the firm/ office address/ contact number (b) Measurement of building area (c) Date of allotment and (d) expiry of lease, in the allotted area.
13. In respect of all charges/penalty to be levied by the Trust, the decision of the Chairman / Visakhapatnam Port Trust Board shall be final.
14. Any change in the name and constitution of the Lessee's firm shall be with prior permission of the Visakhapatnam Port Trust, the Licensor and shall in no way affect the terms of agreement.
15. The Lessee shall strictly adhere to the measures pronounced from time to time by t statutory authorities like Pollution Control Board/Dock Safety / Customs / Rules and Regulations of Visakhapatnam Port Trust. General instructions issued by the licensor pertaining to Port operations from time to time shall be strictly followed by the Lessee. In the event the Lessees neglect to comply with such rules or directions, the licensor will issue notice to the Lessee to follow the general instructions issued by the licensor. If the Lessee continues to violate the rules/directions, then licensor may terminate the Lease and security deposit shall be forfeited.
16. If any damages caused by Lessee to the above accommodation during the period of occupation, Lessee are also liable to pay the rental charges besides payment of cost of damages till the date of completion of the repairs/ damages since Port cannot allot the same to any others until completion of damages.
17. If any damages occurred in the above Leased area, Lessee should intimate the Port Trust immediately in order to take precautionary measures and also to prevent further damages under safety aspects.
18. VPT reserves the right to cancel the tender at any stage prior to the signing of the Lease Agreement. VPT shall not be liable to pay any compensation to the bidder for any loss that they may incur due to such cancellation.

TERMS AND CONDITIONS

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

17. Any additions or alteration to the buildings or structures either externally or internally shall not be made without the consent in writing of the competent authority of VPT.
18. Scrutiny Charges in respect of plans to be approved by the lessor shall be paid by the Lessee.
19. The Chairman/VPT on behalf of the VPT Board is the authority for all the matters concerning this lease.
20. It shall be the lessee's responsibility to change divert, alter, modify, construct any surface water works drains or nullahs which are either within the leased or situated outside the leased premises at the cost of the lessee but effected by the lease of the building as required and or approved by the Port Authorities.
21. That the lessee shall observe and conform to all such Rules and Regulations of the Port Trust as may be of general applications and as shall for the time being and or remain in force and also all such regulations of similar applications as may be enacted or enforced from time to time by VPT or any other legally constituted Authority which may during the period this lease have jurisdiction regarding building of the work herein comprised or any part thereof.
22. That the lease shall not affix or display or permit to be affixed or displayed any sign board, sky signs or advertisement painted not connected with the lease on the said demised building or any part thereof or on the roof or external walls of any building or erection of the time being thereon any permanent or temporary attachments to any such roof or external walls.
23. That the lessee shall indemnify the lessor against any damage to any property adjacent or neighbouring to the demised building suffered by the lessor or any one claiming through him as a result of any fire or accident occurring in the demised building or any other cause irrespective of the consideration whether such fire accident occur under circumstances beyond the control of the lessee or not excepting through force majeure.
24. The lease contract shall be governed by the laws of Republic of India and shall be governed by Sec. 34 and 42 of MPT Act of 1963.
25. The Lessee shall provide necessary firefighting arrangements and all constructions are to be with the non-inflammable materials only.
26. No damage shall be caused to the property of Visakhapatnam Port Trust and other organizations or structures nearby or whatsoever and if any damage is caused, the lessee shall be responsible for the same.
27. The lessee shall throughout the said term keep all and every building or buildings already erected or which may be erected on the said Land excluding foundation and plinth insured in the joint names of the lessor and of himself to the full insurable values thereof against lease or damages by fire and all other risks with any nationalized Insurance Co. of India, and will produce the current year's receipt for the premium of such Insurance's to the lessor. In default, the lessor shall be entitled to insure at Lessee's expense and recover the cost as rent as aforesaid and the lessee shall also as often as the buildings which are (or) shall be erected upon the said Land or any part thereof shall be destroyed or damaged by fire or otherwise layout under the direction of Dy.C.E. all the moneys which shall be received by virtue of any such Insurance in re-building or repairing the

premises destroyed or damaged if such moneys shall not be sufficient for re-building and re-entering the same the lessee shall at his own cost re-build or re-instate the said buildings under the directions and to the satisfaction of lessor's Dy.C.E. and whenever during the said term and Said buildings or any part thereof respectively shall be destroyed or damaged whether by fire or hurricane or otherwise the lessee shall reinstate the same under the direction and to the approval of the lessor or its Dy.C.E. or other Officer appointed in that behalf and will continue to pay the rent hereby reserved as if no such destruction or damage by fire hurricane or otherwise had happened.

28. All catch water and storm water drains, culverts etc., shall be provided by the lessee at their own cost wherever necessary.
29. No obnoxious gasses or water, which are detrimental to human health should be let out into the air or water or ground un-treated.
30. The building will be leased on "as is where is basis" and the lessee should make its own arrangements for leveling grading etc., with its own cost.
31. After the expiry of the term of lease the building has to be handed over without any notice from the Port Authorities in good condition removing all the structures and filling in trenches and excavations.
32. All drains in the lease premises shall be covered as per the requirement of the Dy.C.E. , Visakhapatnam Port Trust and lead into the place as directed by the Dy.C.E., Visakhapatnam Port Trust.
33. Any other conditions that the Port Trust may impose from time to time will have to be observed during the period of lease.
34. Gates / Doors provided for in the compound wall should not be made to open outside the lessees leased premises and no projections should be made on all-round of verandahs, balconies or sun-shades or for other activity beyond the boundary limits of Land leased to the lessee.
35. The incinerators, if any should be at the North East of lessees Land.
36. That the lessee shall make it own arrangements for fresh water for drinking activity and other domestic use of the lessee.

LEASE AGREEMENT

THIS INDENTURE MADE ON THE _____ DAY OF _____ Two thousand and _____ between the Board of Trustees of the Port of Visakhapatnam, a body corporate, duly constituted under the Major Port Trusts Act, 1963, (Act 38 of 1963) represented by Sri _____ S/o. Sri _____ Dy. Chairman/VPT and having its Head Office at Visakhapatnam in the State of Andhra Pradesh, hereinafter referred to as "THE LESSOR", which expression shall unless excluded by or repugnant to the context be deemed to include its successors or permitted assigns of the one part and _____ represented by its Sri _____ S/o _____ hereinafter called "THE LESSEE", (which expression shall unless excluded by or repugnant to the context be deemed to include the Company named above, its successors and permitted assigns) of the other part.

Whereas the Lessee has applied to the Lessor vide letter dated _____ to grant them the right to have the lease hereinafter mentioned of the office cum guest house accommodation at Hyderabad opposite to Telangana Assembly, Hyderabad hereinafter described, belonging to the Lessor and the Lessor has acceded to such application vide its letter No. _____ dt. _____ upon the terms and conditions hereinafter set forth and whereas the Lessee has Paid an amount of Rs. _____ vide Cash receipt No. _____ dt. _____ in the Office of the Financial Advisor & Chief Accounts Officer, of the Lessor as rent in advance for one year from the date of taking possession of office cum guest house accommodation on the day of registration of the lease deed and has also deposited with the FA & CAO of the Lessor a further sum equivalent to two years' rent of Rs. _____ vide C.R. No. _____ Dt. _____ towards refundable security deposit which will be kept and will be refunded at the end of the lease after the office cum guest house accommodation is handed over back to VPT in good condition. (This security deposit amount does not carry any interest) and agreed to meet the expenses of this lease and other costs and expenses of drawing, engrossing and completing the Lease Deed as prepared and by the Lessor and registering the same and whereas the Lessor put the Lessee into possession of the office cum guest house accommodation on the date of registering the lease deed and whereas the Lessee according to the specifications approved Board of Trustees of the Lessor and certified by the Dy. Chief. Engineer/Delegated authority of the Lessor intends to modify the office buildings, facilities connected with toilets, sewage lines etc., in a substantial and workman like manner with new and sound materials with the written permission of the Lessor and according to the approved specifications and to the satisfaction of the Dy. Chief Engineer/Delegated authority of the Lessor. and the said building is intended to be demised for use and occupation as a _____ but subject to the terms and conditions in that respect hereinafter contained. If the Lessee violates the condition and chooses to utilize the premises for other activity the lease is liable for termination, in which case the lessee is not entitled for any type of compensation whatsoever.

Now this indenture Witnesseth that in pursuance of the above said agreement and in consideration of the advance rent of Rs. _____ paid to the Lessor as aforesaid and of the rent hereby reserved and the covenants and agreements on the part of the lessee

hereinafter contained, the Lessor doth hereby demise unto the Lessee, all that office cum guets house accommodation situated in Survey No. _____ of _____ village in the Registration Sub-District of Visakhapatnam/ Gajuwaka / Dwarakanagar containing by admeasurements Acres/Sq.yds. _____ or hectares _____ or thereabouts bounded as follows:

That is to say:

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

AND

On or towards the West by :

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

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

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

The annual rent will be Re. _____ - per sq. ft. per annum up to 5 years (with an escalation of 2% (Compoundable) every year payable) from the date of handing over of the office cum guest house accommodation payable yearly in advance in one installment on or

TERMS
OF
LEASE

PERIOD
OF
LEASE

RENTS

before 1st April of each year, whether the rent is legally or formally demanded or not. The yearly rent shall be paid only through D.D. good for payment.

The rent will be at the rate of Rs. _____ per Sq. ft / per year upto 05 years with an escalation of 2% (Compoundable) every year payable yearly in advance in one installment on or before 1st April of each year, whether the rent is legally or formally demanded or not. The yearly rent shall be paid only through D.D. good for payment.

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

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

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

3) That the Lessee at his own expense complete and finish fit for habitation and use of the said buildings with all requisite and proper walls, fences, sewers drains and other conveniences thereon within 12/18/24/36 calendar months from the date of these presents or within the further time as the Lessor may grants. If the Lessee fails to create the facilities as mention above, the lease is liable for termination without any notice.

4) That the Lessee will not add to or alter the said buildings and conveniences either externally or internally without the previous consent in writing of the Lessor/Board of Trustees/ Dy. Chief Engineer (delegated authority) on such terms which consent may either be with-hold or may be given by the Lessor on such terms (including the payment of enhanced rent or of a fine or premium by the Lessee) as he shall in his discretion (which shall be final and binding on the Lessee) think fit PROVIDED that plans, sections, elevations, and specifications (and if of steel or reinforced concrete construction calculations) for the construction of any additional building and convenience or for any intended alterations thereto which shall have been prepared by an Engineer/Architects/Town Planners and shall indicate the figures the lengths, breadths and thickness of walls, floors and scantlings of timber and state the description of the materials to be

COVENANTS BY THE LESSEE

TO PAY RENTS

TO PAY RATES TAXES ASSESSMENTS AND OTHER OUTGOINGS

TO COMPLETE BUILDINGS

NOT TO ADD TO OR ALTER BUILDINGS WITHOUT CON-

TO OBSERVE LEGAL RULES AND REGULATIONS OF LESSOR AS TO BUILDINGS

used, shall have been submitted to and be approved by the Lessor/the Board of Trustees / Dy. Chief Engineer (delegated authority) in writing before any such addition or alteration is commenced and that a copy of every such plan and specifications shall if required be signed by the Lessee and delivered to the Lessor and every such plan and specifications shall be strictly adhered to except so far as sanctioned in writing to any deviation there from shall be given by the Lessor/the Board of Trustees / Dy. Chief Engineer (delegated authority) AND PROVIDED that in making any such additions or alterations as aforesaid all such directions as may be given by its DY. Chief Engineer of the Lessor shall be promptly complied with and PROVIDED FURTHER that upon receiving notice that any additions or alterations to the said buildings and conveniences or any portion thereof are not being constructed to the satisfaction of the Lessor/the Board of Trustees or DY. Chief Engineer (delegated authority) the Lessee will thereupon rectify the works of such portion thereof as may be necessary in accordance with such notice, PROVIDED ALSO that all such notices consents and approvals to be given under this lease shall be in writing and (save as to such notices as are herein otherwise provided for) shall be signed by the Chairman or by the DY. Chief Engineer or any person nominated by him for the time being as the case may be and all such notices shall either be delivered to the Lessee or be sent to him at his usual or last known place of residence or business in Hyderabad or shall be left on the said premises hereby demised.

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

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

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

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

DRAINS

SERVICE
OF
NOTICES
PROJEC-
TIONS

REPAI
R OF
DRAI
NS

REPAIRS
OF
PREMISES
BUILDINGS
ETC.

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

INSPE
C-TION
OF
PREMI
SES

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

ALTER
A-
TIONS

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

RESTRIC-
TION IN
USE TO
WHICH
PREMISES
ARE TO BE
PUT

12) That the Lessee will not without the previous consent in writing of the Lessor use or permit the said building or premises or any part thereof to be used for any purpose whatsoever other than for a _____ PROVIDED nevertheless that with the previous consent in writing of the Lessor the said premises may be used for any other purpose not prohibited by any laws or regulations but in either case the Lessee will be required to comply strictly with such rules and regulations of the Lessor as may be for the time being in force or be imposed hereafter in regard to the nature of occupation upon the Estate of which the piece of Land hereby demised forms part and in the event of the Lessor consenting to the said premises being used and occupied for _____ the Lessee shall absolutely bound by the directions of the Lessor as to the nature of the occupation upon the said premises and by any restrictions which may from time to time being imposed by Lessor as to the Trade which may be carried on and conducted therein. If the Lessee fails to utilize the premises for the purpose for which it is leased, the lease is liable for termination.

13) That the Lessee will not do or cause or suffer to be done upon the said premises any act which shall in the opinion of the Chairman whose decision in this respect shall be final be or grow to be or is likely to be un lawful (a nuisance or disparagement, annoyance) or inconvenience to Lessor or its Lessees or tenants of any neighboring premises. That the Lessee shall indemnify the Lessor against any damage to any property adjacent or neighboring to the demised Land suffered by the Lessor or any one claiming through him or other Lessees of Lessor

as a result of fire accident, occurring in the demised Land or any other cause irrespective of the consideration whether such fire or accident occurs under circumstances beyond the control of the Lessee or not.

NOT TO
AFFIX
DISPLAY
SIGN -
BOARDS
SKY - SIGNS
OR ADVER-
TISEMENTS
ETC.

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

SANI-
TATION

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

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

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

17) (a) That the Lessee shall not make any excavation upon any part of the Land nor remove any stone, sand, gravel, clay or earth there from except for the purpose of forming the foundations of the buildings or turning or making arch vaults on the said Land and in each and every case all stone, sand, gravel, clay or earth removed by the Lessee from the said Land for any of the purposes aforesaid shall if the same is not used for and in connection with the construction of the said buildings or conveniences be the property of the Lessor and the Lessee shall have no right or claim whatsoever thereto.

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

18) That the Lessee will throughout the said term keep all and every building or buildings already erected or which may be erected on the said Land excluding foundations and plinth insured in the joint names of the Lessor and of himself to the full insurable value thereof against loss or damage by fire and all other risks with the Nationalised Insurance Co. and will

INSURA
NCE

REINSTA
-
TEMENT

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

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

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

21) The Lessee agrees to remove the structures, erections etc., which have been built and which shall have been built thereon during the said term and all drains and appurtenances thereto and also together with all fixtures, windows, doors, shutters, fastenings, water closets, cisterns, partitions, fixtures, process shelves, pipes, pumps, rails, poles, locks and all other fixtures before the last day of the lease period when the renewal of lease is refused by the Lessor and handover vacant possession of the Land in the condition in which it was given on lease to the Lessee. If the Lessee fails to hand over the vacant possession of the Land after removing the structures etc., before the last day of the lease period when renewal of lease is refused by the Lessor, the Lessee agrees to leave the structures as they are without claiming any compensation for the said buildings etc., if any of the buildings is removed in portion, the Lessor is at liberty to get the same removed at the cost of the Lessee. If these presents shall be determined in pursuance of condition No.4 of the General Provision hereunder, then the Lessor shall pay to the Lessee compensation for the buildings as provided in the said clause.

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

TO
ERECT
BOUNDARY
WALLS

TO
YIELD UP
PREMISES
IN
REPAIR
AT END
OF TERM

ASSIGN-
MENTS

TO
MAKE
ARRANGEMENTS
FOR
INGRESS
AND
EGRESS
FROM
ROADS

conditions the Lessor may impose in this regard. Any sub-letting, assignment without the prior approval of the authority, which sanctioned the lease, shall make the lease liable for cancellation.

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

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

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

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

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

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

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

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

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

LESSEE
ALWAYS
SHALL
HAVE
AN
AGENT
IN
VISAKH
APATNAM

COVENANTS BY
LESSOR
FOR
QUITE
ENJOYMENT

GENERAL PROVISIONS

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

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

PROVISIO
N FOR RE-
ENTRY ON
NON-
PAYMENT
OF RENT
OR
BREACH
OF COVE-
NANTS
ETC.

COVE-
NANTS
REGARDI
NG THE
FUTURE
USE OF
PREMISES
IN THE
NEIGHBO
UR HOOD.

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

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

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

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

(ii) The Sole Arbitrator so appointed shall give an item wise speaking and or reasoned award in detail in respect of each item of claim. Further, the Sole Arbitrator is prohibited from

making an order in the award relating to the payment of interest compensation or of any other description of any amount i.e. either belated or future payable to the Lessee.

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

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

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

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

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

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

10. The lease contract shall be governed by lease of Republic India/shall be Governed by Sec.34 and 42 of MPT Act, 1963.

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

The Common Seal of the Board
of Trustees of the Port of
Visakhapatnam has hereunto been

Affixed in the presence of :

- 1.
- 2.

AND Shri _____

The Dy. Chairman of

The Board has signed on behalf

Of the Board in the presence of:

- 1.
- 2.

and Shri _____

The _____

of the Lessee has signed on

behalf of _____

in the presence of:

- 1.
- 2.

VISAKHAPATNAM PORT TRUST
ENGINEERING DEPARTMENT

SAFETY, HEALTH, ENVIRONMENT & QUALITY POLICY

Port of Visakhapatnam is committed to provide prompt, efficient and safe services to ensure quick turn round of sea, rail and road borne cargo by:

- ❖ Implementing and continually improving the performance of occupational health, safety, environment and quality management systems.
- ❖ Complying with the applicable statutory and regulatory requirements.
- ❖ Preventing – injury and occupational ill health.
- ❖ Preventing pollution to the environment by setting sound environmental objectives.
- ❖ Enhancing customer satisfaction.
- ❖ Ensuring the promotion of awareness among the employees and the interested parties on safety, health, environment and quality.

Make available this policy to the public, all persons working under the control of the organization and the interest parties.

CHAIRMAN

Visakhapatnam
Date: 29.12.2017

SECURITY POLICY
(I.S.P.S. CODE)

Visakhapatnam Port Trust is committed to provide a safe and secure working environment to all its employees, Port users, ships and the personnel. This will be achieved in the Port by establishing and maintaining the required security measures to prevent unlawful acts against personnel, cargo and marine assets.

CHAIRMAN

VISAKHAPATNAM PORT TRUST
ENGINEERING DEPARTMENT

...

UNDERTAKING

I am aware of the General Directions and conditions of contract works on percentage tender and additional conditions including amendments issued from time to time of the Civil Engineering Department , Visakhapatnam Port Trust. I will abide by them whenever works are entrusted to me and will sign them at the time of agreement without questioning. Also, I will not claim anything extra for the reason that they are not supplied along with tender papers.

SIGNATURE OF THE BIDDER

NAME:

ADDRESS:

VISAKHAPATNAM

DT.

VISAKHAPATNAM PORT TRUST
ENGINEERING DEPARTMENT

Name of the work: Lease of VPT's Trade Promotion office / guest house with plinth area of 5549.90 sq. feet (in First Floor) & car parking area of 373 sq. feet. (in cellar) in HACA Bhavan, opp. to Telangana Assembly, Hyderabad for Central Government Organisations / State Government. Organisations / Nationalized and scheduled banks / Insurance companies / Corporate sectors – 2nd call”

DECLARATION No. 1

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

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

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

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

SIGNATURE OF THE BIDDER

NAME
ADDRESS

Place :
Dt.

... from NO. 2

				0.03	Reception Hall
12	Pedestal Fan	1			VIP rooms, lounge, Room No.28.3
	Wash, hand basins - CERA type	5			Room Nos 4,5,6,7 & Common dining hall
	Wash hand basins regular type	5			VIP rooms-2, Room No.2&3
13	EWC - Commodes CERA type including mirrors	4			Room Nos 4,5,6,7, lounge-1, & Common Toilet
	EWC - Commodes regular type including mirrors	6			VIP lounge
14	Desk top Computer	1		0.50	-do-
15	FAX cum XEROX machine	1			Kitchen room
16	Eureka Forbes water filter unit	1			Common dining room
17	250lit. SAMSUNG FRIDGE	1		0.10	At terrace exclusively for TPO, water being filled by HACA Association maintenance wing
18	10,000 lit. Sintex Tank- for distribution of water	1			For VIP Rooms & Reception
19	Inverter (Dysfunctional)	1			Reception room & FAX
20	Telephones	2		0.05	VIP lounge
21	Fibre network - Broad Band - BSNL	1		0.02	All Rooms
22	Adequate Lighting system	CFL type			For TPO use.
23	HERO HONDA BIKE - Super Splendor 2008 yr make AP09-BQ 5420	1		0.45	Kitchen Room
24	Gas Stove With 2Nos Cylinders - HP GAS	1		0.08	Reception & VIP Lounge
25	Wall clocks	2			Suitable provision made with cooking plat form & Sink arrangements
26	Kitchen Room				
	Total			22.24 lakhs	
	By Considering depreciation at 50%			11.12 lakhs	

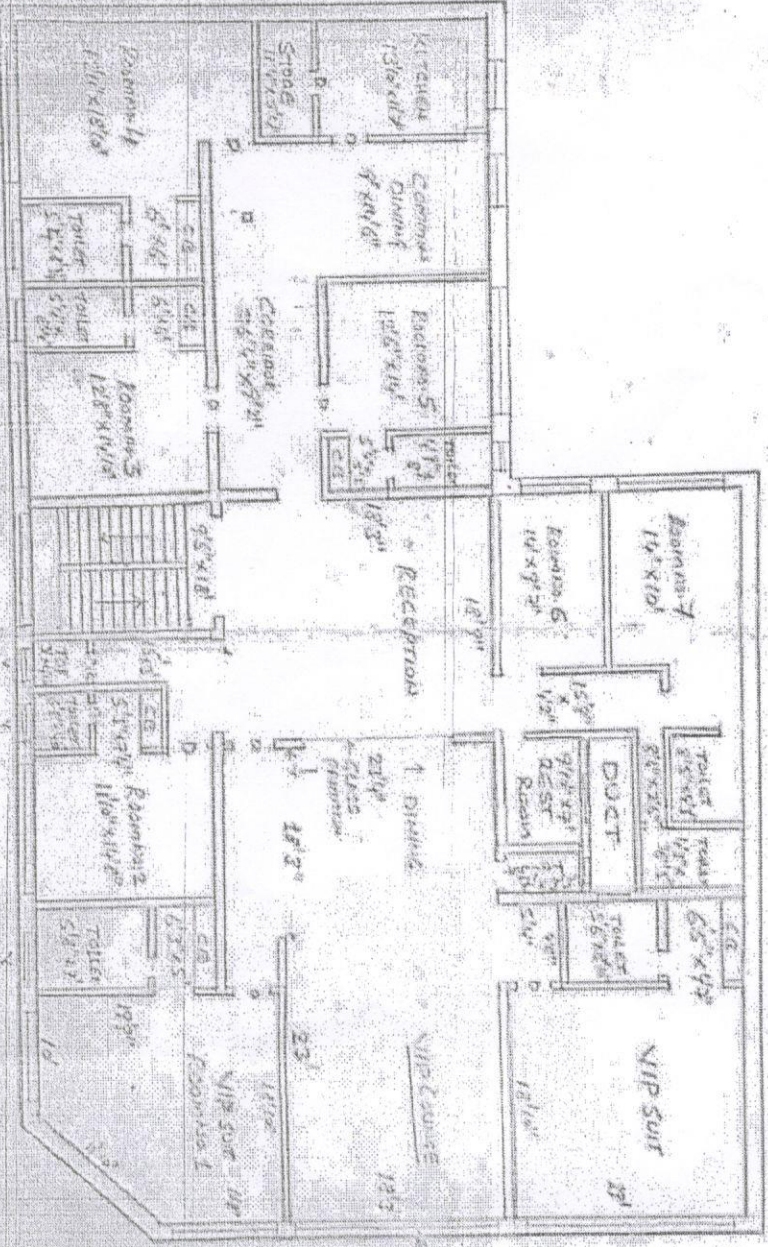
ANAND

I/c TPO

Trade Promotion Office
Hyderabad

TRADE PRODUCTION OFFICE GUEST HOUSE AT FIRST FLOOR HACA BHAVAN

VISAKHAPATNAM PORT TRUST
CIVIL ENGR. DEPT.



Design VPT/EST/SK/49/2020

CLY
D.D.O.
J. E. gull

10/19/19
A.E.E.S.S.I

1/17/20-202

S.A.E.M.

ALL ROOMS HAVE
TRIPLE GLAZED
GLASS CURTAIN

SCREENING TO SOLAR

PREPARED BY
S.S.P.S.S.

FOR SELLER
ZENITH
SCHEMATIC
(19/11/19)

ANNEXURE - 2

VISAKHAPATNAM PORT TRUST TRADE PROMOTION OFFICE - HYDERABAD

Approximate valuation of following items existing in the TPO cum Guest House.

No.	Description of item	No. of units	Approximate value Rs in Lakhs	Remarks
1	Wooden cot cum mattress (6'x6'.6")	2	1.50	VIP Suits
	Wooden cot cum mattress(3'x6'.8")	8	1.60	Room NOs 2,3,4
	Wooden cot cum mattress(3'x6'.3")	7	1.40	Room NOs 5,6,7
2	Bed side wooden tables	8	0.20	VIP rooms - 4 & Lounge - 1 & Room Nos 2,3,4
	Luggage - wooden tables	8	0.20	All rooms
	Wooden make show case (fixed type)cum desks	7	0.70	VIP rooms-2, VIP lounge-1, Room Nos 2,3,4,5
3	Wooden boxes -shelves cum doors	2	0.20	Reception & Room NO.2
	Rexene top Sofa sets - 5 seater with Tea poi	2	1.00	VIP Rooms
	Cloth top Sofa sets - 7 seater with Tea poi	1	1.40	VIP lounge
	Cloth top single Sofa type chairs with Tea poi	5	0.50	Reception hall
	Reception Table with Chair	1	0.25	Reception hall
	Wooden cum cushion type Sofa	1	---	Common Corridor
	Wooden cum cushion type Chairs	4	---	--do--
4	Fixed type wooden make cupboard	8	1.60	All rooms
5	Wooden crockery cupboard	1	0.15	VIP lounge
6	Dining table - 6 seater	1	---	VIP lounge
	Dining table - 6 seater (chairs damaged condition)	1	---	Common dining hall
7	2T Air Conditioners Split Type	10	6.00	8Nos in Rooms & 2Nos in VIP Lounge
8	Geyzers - 25lit capacity	2	0.15	VIP Rooms
	do- 15lit capacity (2Nos working & 4Nos not working)	6	0.20	Room Nos 2,3,4,5,6,7
9	32" - LED TVs (7Nos working - 1NO. not working)	8	3.50	All rooms
10	TATA SKY DISH TV (8 terminals)	2	0.10	All rooms
11	Ceiling Fans CHINA make(4Nos working - 1NO. not working)	5	0.12	VIP Rooms-2, lounge-2, reception-1
	Ceiling Fans BATAJ/Crompton make	7	0.14	Room Nos 2,3,4,5,6,7 & common dining