कोचिन पत्तन प्राधिकरण
Cochin Port Authority

BID DOCUMENT

Lease of 6 plots in Willingdon Island for a period of 30 years with Annual Lease Rent as tender variable on Tender-cum-Auction for Commercial/Warehouse Purposes.

Bid Number	**:**	**MSTC/TVC/COCHIN PORT TRUST /61 /WILLIGDON ISLAND/22-23/28716**	
Activity	**:**	**Date**	**Time**
Availability of Bid Document	**:**	**28.11.2022**	**12:00**
Pre-Bid Meeting	**:**	**06.12.2022**	**10:00**
Start date of uploading by bidders	**:**	**12.12.2022**	**17:00**
Last date of submission of Bid	**:**	**26.12.2022**	**15:00**
Technical Bid opening	**:**	**26.12.2022**	**15:00**
E-auction	**:**	**Will be announced separately**	

Estate Division
Cochin Port Authority
Cochin 682009

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1. Bid Notice

1.1. Electronic bids (e-bids) in single stage two bid systems (Technical Bid and Price Bid) are invited by the Secretary, Cochin Port Authority, Willingdon Island, Cochin 682009 vide bid No. MSTC/TVC/COCHIN PORT TRUST /61 /WILLIGDON **ISLAND/22-23/**28716 for lease of 6 plots with existing structures in Willingdon Island for a period of 30 years with Annual Lease Rent as tender variable on Tender-cum-Auction for Commercial/Warehouse Purposes. Details of the plots put up for tender and the financial parameters are given below

S. No	Descri-ption	Area in ha	Location (W/Island)	Category	Proposed Usage	Reserve Price for Annual Lease Rent (excluding GST) (Rs.)	Details of Building/ Structure	Depreciated cost/valuation by the valuer of building/ structure (Rs.)	EMD (Rs) (EMD 10% of annual lease rent)	EMD (Rs) (EMD 10% of depreciated value of structure	Average Annual Turnover (Rs.)
1	Unit-3	0.116 (28.66 cents)	Land along Marar Road(HTC)	Warehouse		2,85,262	Godown Truss roof – 5272 sqft	13,18,000	28,526	1,31,800	15,51,000
2	Unit-8	0.081 (20.00 cents)	Land along KPK Subramanian Road(Kinship)	Commercial		2,48,990	Bldg-I GF+1-3704 sft Bldg-II GF-3000 Sft.	13,10,182	24,899	1,31,018	13,54,000
3	Unit-9	0.47 (116.10 cents)	Land along Marar Road(kinship)	Commercial		14,44,750	RCC- GF-6597 sft FF 6211 sft SF-2042 sft Sheet roof-30051 sqft .	35,60,382	1,44,475	3,56,038	78,53,000
4	Unit-10	0.1372 (33.90 cents)	Land along GV Iyyer Road(MO Devassy)	Warehouse		3,37,395	**Block-I** Warehouse Building Trussed roof - 874.21m2 Loading/Unloading area with cantilever truss covered with roofing- 79.8m2 Canopy- 47.5m2 **Block-II** Double storied RCC building Office bldg-GF-148.48m2, FF-148.48m2, Cantilever porch-9.24m2	30,66,000	33,740	3,06,600	18,34,000
5	Unit-11	0.0607 (15.00 cents)	Land along IG Road(Cochin Steamer Agents Assn)	Commercial		1,86,588	Office-3183sft	47,43,000	18,659	4,74,300	10,15,000
6	Unit-12	0.3269 (80.75)	Land at EDC Jn. along Milne Road (Indian Potash Limited)	Warehouse		8,03,896	Office area-413.82 sft Godown area-26287.54sft	1,12,14,571	80,390	11,21,457	43,70,000

1.2. Bid documents can be downloaded from the e-bid portal https://www.mstcecommerce.com/auctionhome/kopt/indexcpt.jsp or from the Cochin Port website www.cochinport.gov.in or from the Central Public Procurement (CPP) Portal www.eprocure.gov.in/cppp/.

1.3. Electronic Bidding. The bidder has to register with MSTC e–bid portal and should posses at least Class II signing type digital certificate issued by any of the Certifying Authorities for submitting their bid.

1.4. The bids should be submitted in electronic form only through e-bid portal https://www.mstcecommerce.com/auctionhome/kopt/indexcpt.jsp. The bidders shall upload soft copy of all the required documents in the e-bid portal.

1.5. Earnest Money Deposit (EMD): EMD shall be derived at 10% of the annual lease rent for the plot as per the SoR. EMD as at Section 1.1 above should be remitted through RTGS/NEFT or in the form of Banker's Cheque or DD issued by Nationalized/ Scheduled Banks, drawn in favour of FA & CAO, Cochin Port Authority, payable at Cochin. Bank Details of Cochin Port Authority are given in section 2.6 of the Bid Document.

In the case of renewal of lease, EMD for 10% of the value of the existing building/structure shall also be remitted by the bidders except the existing lessee.

1.6. The bidders need to obtain onetime User ID & password for login to e-bid portal https://www.mstcecommerce.com/auctionhome/kopt/indexcpt.jsp from the service provider M/s MSTC. Details of registration with MSTC are given in Section 3 of bid document.

1.7. The bids shall be submitted "online" strictly in accordance with the Instructions for Bidding and other Terms & Conditions given in the bid document.

1.8. Time schedule for various activities in connection with this bid will be as follows:

Activity	:	Date	Time
Availability of Bid Document	:	**28.11.2022**	**12:00**
Pre-Bid Meeting	:	**06.12.2022**	**10:00**
Start date of uploading by bidders	:	**12.12.2022**	**17:00**
Last date of submission of Bid	:	**26.12.2022**	**15:00**
Technical Bid opening	:	**26.12.2022**	**15:00**
Price Bid opening		Before E-auction	
E-auction	:	Will be announced separately	

2. Instructions for Bidding

2.1. Bids should be submitted in accordance with the Instructions for Bidding, Instructions on e–bidding procedures, General Conditions of lease, Special Conditions, etc. of the tender document, its addendum, corrigendum and replies to pre-bid queries. The plots tendered are situated in Willingdon Island.

2.2. Tender Variable: Tender Variable (Bidding Parameter) of the tender is the annual lease rent for the plots. Reserve Price of the Tender Variable for annual leases is the annual lease rent as per the Scale of Rates (SoR) as approved by the Tariff Authority for Major Ports (TAMP) or any other Competent Authority in accordance with the Major Port Authorities Act, 2021.

2.3. Reserve Price for each plot is given in Section 1.1. Bidders are required to quote above the Reserve price. The highest price quoted in the tender will be the floor price for e-auction. The land shall be allotted to the bidder, who has quoted the highest Annual Lease Rent for the respective land in the price bid or in the e-auction, on remittance of applicable payments as detailed at Section 2.36.

2.4. **Availability of Bid Documents:** Please refer to Section 1.2 above.

2.5. **Minimum Qualification Criteria (MQC):** The bidders those wish to participate in the tender must fulfil the following requirements without which the bids shall not be considered for detailed evaluation and auction.

2.5.1. The bidder should be a Registered Proprietorship firm or Partnership Firm or Company or Joint Venture (JV) or Consortium or other Statutory Body registered in India or any association or body of individuals or any institution / body corporate registered in India and capable of holding properties. However, proposals from religious institutions or political institutions or for religious purposes shall not be entertained.

2.5.1.1. In case of a Sole Proprietorship firm, copy of GST certificate / affidavit of Sole Proprietorship should be submitted in the firm's letterhead along with the bid.

2.5.1.2. In case of a Partnership firm, copy of GST certificate / partnership deed duly notarized, should be submitted along with the bid.

2.5.1.3. In case of a Company, copy of certificate of incorporation from Registrar of Companies should be submitted along with the bid.

2.5.1.4. In case of other statutory body or association or body of individuals or institution / body corporate, relevant documents should be submitted along with the bid.

2.5.1.5. In case of partnership firm, Power of Attorney signed by all partners in favour of the Partner/person signing the documents authorizing him to sign the documents should be submitted along with the bid. In case of Company, copy of the Board Resolution authorizing the signatory of the bid to sign on behalf of the Company should also be submitted along with the bid. Bids without these documents are liable to be rejected. In case of other statutory bodies, or any association or body of individuals or any institution / body corporate, the bid shall be submitted by authorized person with authorization letter from proper authority.

2.5.1.6. Bid submitted by a JV or Consortium shall comply with the following requirements:

2.5.1.6.1. Partners of the JV or Consortium shall be limited to three (including the lead partner). All the partners of the JV/Consortium shall be either a Registered Partnership Firm or Company or other Statutory Bodies registered in India or any association or body of individuals or any institution / body corporate registered in India and capable of holding properties. However, partners of the JV shall not be a political or religious institution. One of the Partners, who is responsible for performing a key function in management or executing a major component of the proposed agreement shall be nominated as lead member

being in charge during the tender. The Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of the partner (s) of the JV.

2.5.1.6.2. The JV/Consortium must submit/upload a JV/Consortium Agreement along with the tender duly certified by a notary public as per the proforma at Section-12 wherein the Partners agree to be jointly and severally responsible for fulfilling the conditions of contract and for all obligations to the Cochin Port Authority.

2.5.1.6.3. The Lead Partner of the JV/Consortium should submit the bid on behalf of the JV/Consortium.

2.5.1.6.4. In the event of the JV/Consortium becoming the successful bidder, the JV/Consortium members should form a legal entity under the Indian Companies Act, 2013, LLP or registered partnership firm in which the JV/Consortium partners making the bid shall hold shares in the same proportion as mentioned in the JV/Consortium Agreement within 30 days from the receipt of intimation from Cochin Port Authority to the effect that the JV/Consortium is the successful bidder and further correspondence will be with the legal entity.

2.5.1.6.5. The Tender should contain information regarding the Members of the JV/Consortium.

2.5.1.6.6. The JV/Consortium Agreement should include the description of the roles and responsibilities of the members of the Consortium and delineating the rights and obligations of the members for the purpose of making submission of the tender and the shareholding commitment/pattern of its members.

2.5.1.6.7. Participation by a firm in more than one JV /Consortium is not permissible. A firm that submits bid on individual capacity is not eligible to be a partner of a JV /Consortium. In case a firm's name appears in more than one bid then both bids maybe rejected.

2.5.1.6.8. All the partners of the JV/Consortium shall be jointly and severally liable during the bidding process and for the execution of the Project and due performance of obligations under the Lease Agreement.

2.5.1.6.9. The Lead Partner shall be authorized to act on behalf of the JV/Consortium. All correspondences between the Port and the JV/Consortium shall be through the Lead Partner/Bidder. The Lead Partner shall be authorized to incur liabilities and to receive instructions for and on behalf of any and all partners of the JV /Consortium and to carry out the entire execution of the contract including payment, exclusively through the Lead Partner.

2.5.2. **Financial Eligibility Criteria:** Average annual turnover of the bidder for the last 3 years/applicable years ending on 31stMarch, 2022 should be a minimum of the amount specified for each plot at Section 1.1. Annual Turnover shall be derived at 30% of the Net Present Value (NPV) of the annual lease rent for the plot as per the SoR for the lease period, computed by cumulatively escalating the lease rent annually at 2%, and discounting annually at 6%. In case the bidding entity is not in existence for the last 3 years/applicable years, the average annual turnover of the entity during their existence should be equal to or more than the above said amount for the period of their existence. If a bidding entity, which is in existence for 3 years or more, is able to submit annual turnover for one or two years only, the average annual turnover will be calculated by dividing the sum of the total turnover by three. In case the bids are submitted for a JV/Consortium, the total average annual turnover of the members of the JV/Consortium for the last 3 years/applicable years ending on 31st March, 2022 should be a minimum of the amount specified for each plot at Section 1.1., subject to the condition that each member of the JV/Consortium shall have a minimum of 20% of the amount specified.

2.5.3. Copies of audited Annual Accounts / Annual Accounts / Turnover duly certified by the Chartered Accountant for the last 3 years/applicable years to prove average annual turnover should also be submitted along with the bid. In case of Proprietorship, in

addition to the Annual Accounts / Turnover duly certified by the Chartered Accountant, IT Returns for the last 3 years shall be submitted. Bids without these documents are liable to be rejected.

MQC and Financial Eligibility Criteria are not applicable for the existing lessee of the land in the case of renewal of lease, provided the lessee is not in default. In case the existing lessee of the land is in default, the bids of such lessees will be rejected.

2.6. **Remittance of EMD:** EMD for the plot as given in Section1.1 shall be remitted in either of the two methods given below:

2.6.1. **Through RTGS/NEFT :** Bank Details of Cochin Port Authority are given below:

Name of Bank : State Bank of India
Name of Branch : Cochin Port Authority
IFSC Code : SBIN0006367
Account No : **41401802288**
Account Holder's Name : Cochin Port Authority

UTR number of the transaction should be communicated to the e-mail id of the contact person of Cochin Port Authority as mentioned in Section 2.39, at least one day before the date and time of opening of e-tender. Cochin Port Authority will verify receipt of EMD as referred in the UTR number, in the Bank account mentioned above. If EMD amount is not reflected in the Bank account of Cochin Port Authority, the bid will be rejected.

2.6.2. **By DD/Bankers Cheque:** Bidder has the option to remit EMD in the form of DD/ Banker's Cheque from a Scheduled / Nationalized bank, drawn in favour of FA&CAO, Cochin Port Authority, payable at Cochin. Original DD/ Banker's Cheque in lieu of EMD should be put into an envelope superscribed with tender number, due date, name of bidder, unit number for which the bid is submitted. The envelope containing EMD should be dropped in the tender box marked "Estate Division", placed in the reception area, in the Ground Floor of Administrative Building, Cochin Port Authority, prior to the due date and time for submission of bid, failing which the bid will be rejected. EMD in the form of Cheque/ Bank Guarantee will not be accepted.

In the case of renewal of lease, EMD for 10% of the value of the existing building/structure shall also be remitted by the bidders except the existing lessee.

2.7. Bids without EMD will not be accepted and will be rejected without opening the contents of the technical bid.

2.8. **Site inspection:** It would be deemed that prior to submission of bid, the bidder has made a complete and careful study of the existing conditions including but not limited to (a) the site conditions; (b) condition of building/structure (if any); (c) condition of the access road & surroundings, and has assessed the extent of the work/construction requirements for utilization of the plot. It is also deemed that they are fully aware of all the applicable laws and applicable permits pertaining to the purpose for which they intend to use the premises. The Port Authority shall not be liable for any mistake or error or neglect by the bidder in respect of the above. The tendered assets are offered on as-is where-is basis. The bidder is expected to examine carefully the contents of the bid documents, including but not limited to the terms and conditions in the format of lease deed given at section 9.

2.9. **Pre-bid meeting**: A pre-bid meeting may be held in the Conference Hall of Cochin Port Authority as per the time schedule in NIT. Prospective bidders are advised to inspect the lands offered for lease and go through the terms and conditions of bid. Should there be any discrepancy in or any doubt or obscurity as to the meaning of any of terms and conditions of the bid documents or as to anything to be done or not to be done by the bidders or any clarification or if any additional information is needed by the bidders, these shall be set forth in writing and submitted to the

Secretary, Cochin Port Authority, well in advance of the date fixed for the Pre-bid meeting. Prospective bidders are advised to attend the pre-bid meeting to present their queries for clarification. The clarifications provided will be hosted on the websites of Cochin Port Authority, MSTC and CPP. Separate public notice or advertisement will not be given for changes made in the tender document based on pre-bid queries. Queries received after pre-bid meeting will not be answered.

2.10. **Undertaking:** The bidder should submit an undertaking as per Section 8 of the tender document. The undertaking should be downloaded and printed in a clearly readable form in A4 size sheet of paper. The printed undertaking should be duly filled, signed and stamped as token of acceptance of terms and conditions of the bid, and should be scanned and uploaded in the e-bid portal https://www.mstcecommerce.com/auctionhome/kopt/indexcpt.jsp. Any bid without the above is liable to be rejected.

2.11. **Language of the bid**: The bid submitted by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Cochin Port Authority shall be in **English language**. Any printed literature, other than in English language shall be accompanied by an English translation, in which case, for purpose of interpretation of the bid, the English translation shall govern.

2.12. The Bidder is expected to examine all instructions, forms, terms, and conditions in the bid document. Failure to furnish all information or documentation required in the Bid documents may result in the rejection of Bid.

2.13. The bidder should furnish details about their proposed activities in the land and their current business through Cochin Port Authority (if any) along with the bid. The bids will be qualified for next stage only after perusal of the above details and if the proposed activities in the land (s) are acceptable to Cochin Port Authority. If the activities proposed by the bidder are not acceptable to Cochin Port Authority, the bid will be rejected.

The bidder should furnish details about their proposed activities in the land and their current business through Cochin Port Authority (if any) along with the bid. The bids will be qualified for next stage only after perusal of the above details and if the proposed activities in the land (s) are acceptable to Cochin Port Authority. (Not applicable to the existing lessee if there is no change in the activity being carried out). If the activities proposed by the bidder are not acceptable to Cochin Port Authority, the bid will be rejected.

2.14. The bidder should not submit their offer with any conditions / counter conditions anywhere in the bid document. The conditional bids, if any, shall be considered as non-responsive and shall be summarily rejected.

2.15. E-bid cannot be accessed after the due date and time mentioned in this Bid Notice unless extended further with due notice in the website.

2.16. Unit of Measure (UoM) is indicated in the e-bid Floor. Price quoted should be in Indian Rupees for the total area indicated in the e-bid floor/bid document.

2.17. **Amendment of Tender Document:** Cochin Port Authority, for any reason, whether at its own initiative or in response to query from prospective bidders, may modify the Tender document by an amendment, at any time, 5 days prior to the due date of submission of the tender.

2.17.1. Any amendments issued will be hosted in the websites where original NIT/Tender document was published at least 5 days prior to the due date of submission of the tender. Bidders shall verify if any such amendment/ modifications have been issued in

the websites before submitting their tender and shall take cognizance of amendments and include such amendments in their submission. Communication about such amendments will not be sent to individual bidders. In any case amendments/ modifications if any, shall be binding on the bidder.

2.17.2. Cochin Port Authority may at their discretion extend deadline for the submission of tenders to enable prospective bidders to take the amendment into account while preparing the tender.

2.18. **Submission of Bid:**

2.18.1. EMD should be submitted as per section 2.6 of this tender document.

2.18.2. For Technical bid, soft copies of the following documents are to be uploaded:

2.18.2.1. Undertaking as per format given in Section 8

2.18.2.2. Copies of Profit and Loss statement/ Balance Sheets/auditor's report/annual report/ Annual Turnover duly certified by the Chartered Accountant/ IT Returns for the past 3 years ending March, 2022.

2.18.2.3. GST registration certificate and PAN in favour of the bidder.

2.18.2.4. Board resolution/Power of Attorney in favour of person authorized to sign the bid document and to execute the lease deed.

2.18.2.5. Document defining the constitution or legal status of the bidder.

2.18.2.6. In the case of JV/Consortium, the above documents for the JV/Consortium Members and JV/Consortium agreement as per format given at Section 11.

2.18.2.7. Section 6 Profile of Bidder& Details of the project proposed will be displayed online at the time of submission of e-tender. Same shall be filled online itself.

2.18.3. Price Bid: Format of price bid is given in Section 12. It should be filled online by the bidder.

2.19. The bidders are required to submit both Technical bid & Price bid in **'e-bid' mode** only on https://www.mstcecommerce.com/auctionhome/kopt/indexcpt.jsp before the due date and time fixed for opening of technical bid.

2.20. Disclosure / indication of the Price (s) in the Technical Bid may be avoided and shall not be part of the price bids which have been submitted separately.

2.21. Technical Bid will be opened at the date and time given in section 1.8. This is not a public event.

2.22. To assist in the examination, evaluation and comparison of bids, Cochin Port Authority may ask bidder, individually for clarification of their bid. The request for clarification and the response shall be sent through e-mail, but no change in price or substance of the bid shall be sought, offered or permitted.

2.23. **Determination of Responsiveness**: The bid which does not satisfy the MQC shall summarily be rejected and shall not be considered for further evaluation. The Port will scrutinize the bids to determine whether the bid is substantially responsive to the requirements of the bid documents. For the purpose of this clause, a substantially responsive bid is one which inter-alia conforms to all the terms and conditions of the bid documents without any deviation or reservation.

2.24. Price bid of the bidders who are found qualified after evaluation of technical bid will be opened and H1 bid received from among the price bid will be taken as the floor price for e-auction. Date & time of e-auction will be intimated separately. E-auction will not be conducted in case of receipt of only one valid bid for the plot.

2.25. Highest bid received from among the Price bid / e-auction will be considered as the H1 bid for the plot concerned.

2.26. Canvassing in connection with the bid is strictly prohibited and the bids of such bidders who resort to canvassing will be liable for rejection.

2.27. **Evaluation and comparison of bids**: Only such bids, as determined to be substantially responsive to the requirements of the bid documents will be evaluated. Other non-responsive bids will be rejected. The Port's decision on this shall be final, conclusive and binding.

In the case of renewal of lease, the existing lessee of the tendered land should participate in the tender, if they wish to renew the lease. The Right of First Refusal (RoFR) will be extended to the existing lessee and they will be allowed to match the H-1 bid after tender-cum-auction process. In case the existing lessee is not willing to match the H-1 bid, the tendered asset will be considered for awarding to the H-1 bidder after observing all conditions stipulated in the tender document. In case there is building/structure in the leased land owned by the existing lessee, and in case the existing lessee is not the successful bidder, the depreciated value of building/structure remitted by the successful bidder will be passed on to the existing lessee.

2.28. **Acceptance of Bid**: Cochin Port Authority does not bind itself to accept the H1 bid or any bid and reserves the right to accept any bid in part or to reject any bid or all bids without assigning any reasons whatsoever. Cochin Port Authority reserves the right to annul the biding process at any time prior to award of lease without assigning any reason thereof. Incomplete bids or bids not in the prescribed format and with corrections not attested shall be liable for rejection.

2.29. Cochin Port will not take responsibility for any technical difficulties encountered by the bidder in participating in the e-bid.

2.30. **Validity of Bid**: The bid shall remain valid for a period of 180 days from the date of opening of technical bid. Cochin Port Authority may request the bidders to extend the period of validity for a specific period. The request and response thereto shall be made in writing/email. The bidder will have the option to refuse the request without forfeiting their EMD. However, in the event of the bidder agreeing to the request, they will not be permitted to modify the bid.

2.31. **Refund of EMD:** The EMD(s)of disqualified bidders will be refunded immediately after completing technical evaluation of the tender.EMD of unsuccessful bidders will be refunded after completing the E-auction of the respective plot. The EMD of successful bidder will be refunded on remittance of Security Deposit, upfront payment (if applicable) and depreciated cost of building (if applicable).

2.31.1. No interest will be paid on the EMD from the date of its receipt until it is so refunded.

2.32. **Forfeiture of EMD:**The EMD shall be forfeited under the following circumstances:

2.32.1. If the price quoted in the price bid is not above the Reserve Price for the land.

2.32.2. In the event of the bidder withdrawing / modifying his bid before the expiry of bid validity of 180 days from the due date of the tender or as extended pursuant to Section 2.30.

2.32.3. Failure to pay Security Deposit, upfront payment (if applicable) and depreciated cost of building (if applicable) within the stipulated/extended time, upon issue of pre-acceptance letter.

2.33. **Award of lease**: Cochin Port Authority shall award the lease to the bidder whose offer is substantially responsive to the bid document and has been determined to be the highest evaluated bid subject to section 2.28. Cochin Port Authority reserves the right to accept the bid in part or to accept bid of different bidder for each line item of the price schedule.

2.34. **Notification of Award**: Cochin Port Authority will notify the successful bidder, in writing, that his bid has been accepted, through Pre-acceptance letter.

2.35. **Annual Leases (Option for payment of lease rent on Upfront Basis):** The successful bidder will have the option for payment of lease rent for the entire period of lease on upfront basis as under. The upfront lease rent is the Net Present Value (NPV) of the total annual lease rent, finally accepted in the tender-cum-auction, for the lease period. The NPV is computed by cumulatively escalating the lease rent annually at 2%, and discounting annually at the applicable G-Sec rate as per the latest RBI Bulletin, as listed in the table below. The successful bidder opting for upfront payment shall intimate the Port its desire for the same within 15 days from the date of receipt of the pre-acceptance letter.

Tenure of Lease	Annual cumulative escalation	G-Sec rate as on 11.11.2022	Corresponding Multiplication Factor (MF)	Derivation of upfront lease rent
30 years	2%	7.32	16.2002	Finally accepted annual lease rent × MF

2.36. **Applicable Payments**:

2.36.1. **Lease Rent:**

2.36.1.1. The successful bidder shall pay during the term of lease annual lease rent as quoted in the tender-cum-auction with 2% cumulative annual escalation with the first escalation due on 17.11.2023. Taxes as applicable are to be paid extra. The Scale of Rates (SoR) with the base rate of lease rent is notified by the Tariff Authority for Major Ports (TAMP) or any other Competent Authority from time to time. The TAMP vide G. No.476 dated 18.10.2021 has notified the SoR, which is effective from 17.11.2021. The base rate of annual lease rent is subject to annual cumulative escalation of 2% or any other rate approved by the Competent Authority, and periodical revisions of the SoR by the Competent Authority. Thus, the SoR is subject to escalation on 17.11.2022, after the expiry of one year from the effective date of the current SoR, and likewise in the following years until the SoR is revised by the Competent Authority, whereby new rates and revised date of escalation are effective. In case at any time during the lease period, the annual lease rent quoted by the bidder along with the escalation on approved rate is found less than the annual lease rent as per the SoR upon revision of the SoR, the lessee is bound to pay lease rent as per the SoR with annual escalation prescribed therein

2.36.1.2. Annual Leases where the successful bidder opts to remit the lease rent for the entire lease period on upfront basis: The successful bidder should pay the Upfront Lease Rent as quoted in the tender within 60 days of issue of pre-acceptance letter. The successful bidder shall also pay during the term of lease yearly nominal lease rent @ Re.1 per Sq m per year. Taxes as applicable are to be paid extra for the payments.

2.36.2. **Security Deposit:**

2.36.2.1. The successful bidder should pay two years' lease rent, quoted in the tender as non-interest bearing refundable Security Deposit for the duration of the lease within 30 days of issue of pre-acceptance letter. The Security Deposit so paid shall be refundable without interest, after adjustment of any dues including but not limited to any arrears of lease rent or other amounts due to the Lessor and/or damages to the Premises, at the time of handing over vacant possession of the leased premises on the expiry or termination of the Lease. If the amount of Security deposit as above is equal to or more than Rupees One Crore, the lessee has the option to secure the same through Bank Guarantee (BG) valid for the lease period.

2.36.2.2. Annual Leases where the successful bidder opts to remit the lease rent for the entire lease period on upfront basis: The successful bidder should pay two years' nominal lease rent @ Re.1 per Sq m per year, as non-interest bearing refundable Security Deposit for the duration of the lease within 60 days of issue of pre-acceptance letter. The Security Deposit so paid shall be refundable without interest, after adjustment of any dues including but not limited to any arrears of lease rent or other amounts due to the Lessor and/or damages to the Premises, at the time of handing over vacant possession of the leased premises on the expiry or termination of the Lease.

2.36.3. **Depreciated Cost of Building/Structure:** In case there is existing building/structure in the allotted land, the successful bidder, in addition to the payments mentioned above, should remit value of all the building/structures in the land as at Section 1.1. The lessee, on paying the depreciated cost/ valuation by the valuer of the building/structures, shall enjoy ownership rights of the buildings, and shall be free to remove the building/structures from the site, if required with the approval of the Port, except otherwise specified. The lessee shall be liable to pay the applicable property tax for the building/structures to the Municipal Corporation/Panchayat including arrears, if any, for the past period.

2.37. **Extension of time for payments:** Extension of time up to one month for remitting the payments, if requested by the successful bidder, shall be granted subject to payment of applicable penal interest as per the SoR of Cochin Port (presently 15% per year) by the successful bidder. Granting subsequent extension of time for remitting the payments is at the sole discretion of Cochin Port. Allotment order shall be issued, normally within 15 days of remittance of applicable payments.

2.38. Mode of Payment: All payments to Cochin Port Authority shall be made through e-payment or by Demand Draft drawn in favour of the FA& CAO, Cochin Port Authority, from State Bank of India or any of its subsidiaries/ Nationalized Banks/ Scheduled Banks.

Bank Details of Cochin Port Authority for e-payment
State Bank of India, Cochin Port Authority Branch
A/c No. 41401802288, IFSC Code – SBIN0006367.

2.39. Contact Person of Cochin Port Authority

Sri.Bhagavathsing.K.V.
Dy. Chief Mechl. Engineer(M) Estate, Cochin Port Authority
Phone Number-04842582103
Email id: bhagavathsing@cochinport'gov.in

Sri. M. S. Shibu
Asst. Engineer(C), Estate Division, Cochin Port Authority
Phone Number-04842582194
Email id: shibu.ms@cochinport.gov.in

3. Instructions on e–bidding procedures

3.1. This e-bid of Cochin Port Authority is executed through the service provider M/s MSTC Ltd., 1st Floor, BSNL CTO Building, Opp. Kerala State Secretariat, Mahatma Gandhi Rd., Statue, Thiruvananthapuram-695001.

3.1.1. Bidders are required to register themselves online withhttps://www.mstcecommerce.com/auctionhome/kopt/indexcpt.jspby following the link:- Port Lease Property→ CoPT→ Registration → Register as Bidder → Filling in details and creating own user-id and password→ Submit.The bidder shall pay Rs.1,000/- +GST to MSTC as registration charge. Validity of the registration will be one year. The bidder can extend the validity by paying the above/modified charge per year.

3.1.2. During registration with MSTC, the following information shall have to be furnished by the bidder. Those mentioned therein as 'mandatory', shall have to be necessarily provided in the respective fields.

3.1.2.1. Name of the bidder
3.1.2.2. PAN of the bidder
3.1.2.3. GST Registration Certificate
3.1.2.4. Address of the bidder
3.1.2.5. e-mail id of the bidder / authorized representative
3.1.2.6. Mobile No. of the bidder / authorized representative
3.1.2.7. Status of the bidder (proprietor, partnership firm, company, joint venture, others (to specify, if others)
3.1.2.8. Fax No. of the bidder / authorized representative (optional)
3.1.2.9. Land Phone No. of the bidder / authorized representative (optional)

3.2. Bidders will receive a system generated mail confirming their registration in the mail id which the bidder has provided at the time of filling in the registration form. This email should be forwarded to the contact persons of MSTC mentioned in section 3.24.

3.3. Bidder will receive a unique registration number and password to log-in to MSTC e-auction site. At this stage, bidders who are in possession of Digital Signature Certificate are eligible to participate in the e-auction process.

3.4. The bidders should have a valid digital signature certificate (at least class-II) issued by any of the valid Certifying Authorities to participate in the e-bid. Bidders are required to obtain the same at their own cost and arrangement prior to participation in the instant bid. Bidders are advised to obtain digital signature certificate and to complete the registration process well in advance and submit their bid keeping sufficient time in hand. They are advised not to wait till last minute to submit their bid.

3.5. In case of any clarification, bidders are advised to contact MSTC at the contact address given section 3.24, before the scheduled time of the e–bid.

3.6. Only after registration, the bidder(s) can submit bids electronically. Submission of technical bid as well as Price bid has to be done by electronic bidding through the internet.

3.7. Bidders are to make their own arrangement for bidding from a PC connected with internet. Neither Cochin Port nor MSTC shall be responsible for making such arrangement.

3.8. Both price bid & technical bid are to be submitted online at https://www.mstcecommerce.com/auctionhome/kopt/indexcpt.jsp

3.9. System Requirements :

3.9.1. Windows7 /Windows 8 Operating system
3.9.2. IE-10 or above internet browser
3.9.3. Signing type digital signature

3.9.4. JRE Software to be downloaded and installed in system. To enable ALL active X controls and disable 'use pop up blocker' under Tools-Internet Options-customs level.

3.10. Any notice/addendum/extension notice/corrigendum to the bid would also be hosted in the e-biding portal of MSTC under the "Notification" Link. Such documents will also be uploaded in Cochin Port Authority Website.

3.11. After remitting EMD as stated in section 2.6, the bidder should login to the e-Biding portal of MSTC and shall submit bid online by filling in required information, including payment particulars. Also, the bidder shall indicate correctly the relevant details pertaining to the remittance of the payment and mode thereof in the specified field of the online bid form.

3.12. Bidders should furnish their Bank Account details, IFSC Code of Bank etc. at the time of remittance of EMD to make the process of refund/release of EMD.

3.13. Submission of online Bid.

3.13.1. The bidder(s) who have remitted EMD can only submit their technical bid and Price Bid through internet in MSTC website.

3.13.2. Follow the links: https://www.mstcecommerce.com/auctionhome/kopt/indexcpt.jsp→ Port Lease Property → CoPT→ Login →Click for Auctions→ Stage I Bid Submission→ Live-auctions →Selection of the live event→ Technicaland Price Bids

3.13.3. The bidder should allow running Java Encryption Applet by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Technical bid. If this application is not executed, the bidder will not be able to save/submit their bid and will get the error messages.

3.13.4. After filling in the Common Terms (Commercial Specifications), bidder should click 'save' for recording their Commercial bid. Then the bidder shall upload supporting documents by clicking on 'Attach Docs' link. Then the link for Technical Bid would be activated and the bidder should click on 'save' for recording their Technical bid subsequently. Once the same is done, the Price Bid link becomes active and the same has to be filled in and then bidder should click on "save" to record their price bid. Once both the Technical bid & Price bid are saved, the bidder can click on the "Submit" button to register their bid.

3.14. All correspondence to the bidder(s) after participation in the bid shall be sent by email only during the process till finalization of bid. Hence, the bidders are required to ensure that their email ID provided is valid and updated at the stage of their registration with MSTC (Service Provider). Bidders are also requested to ensure that their DSC (Digital Signature Certificate) remains valid during all stages of e-bidding.

3.15. Uploading of documents: Bidders are advised to use 'Attach Docs' link in the bidding floor to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for uploading is 4 MB. For further assistance, instructions of Vendor Guide are to be followed in the e-bid portal.

3.16. A bid can be edited and documents can be uploaded any number of times before the final submission of bid (i.e., before clicking on Sign & Encrypt). Once the bid is submitted by clicking on Final Submission, further editing is not allowed. However, deletion of the bid, followed by resubmission of the bid, with no additional amount of EMD and cost of bid, is allowed up to the closing time of the bid.

3.17. After the closing time of the tender, no bid will be accepted by the system. Hence, bidders are advised to make final submission of their bids well within time.

3.18. In all cases, bidders should use their own ID and Password along with Digital Signature at the time of submission of their bid.

3.19. During the entire e-bid-cum e-auction process, the bidders will remain completely anonymous to one another and also to everybody else.

3.20. The e-bid floor shall remain open from the pre-announced date & time and for such duration as mentioned above.

3.21. All electronic bids submitted during the e-bid process shall be legally binding on the bidder.

3.22. Format for Profile of Bidder& Details of the project proposed as given in section 6 of this tender document will be displayed online at the time of submission of e-bid. Same shall be filled online itself. In addition to the above, the documents mentioned in section 2.18.2 should be uploaded in the e-tender portal.

3.23. Bidding process

3.23.1. Reserve Price of the Annual Lease Rent for the plot shall be displayed by the system on-screen in the Price Schedule format.

3.23.2. Then the bidder shall quote the Annual Lease Rent he is willing to pay for the tendered plot. The quoted amount shall be greater than the 'Reserve Price'.

3.23.3. Immediately, the system shall display the quoted Annual Lease Rent, with taxes extra thereon.

3.23.4. No hard copy of filled in format of the price schedule shall be entertained.

3.23.5. After the closing date of bid submission, technical bids of the tenders received will be opened by Port as per the schedule in the tender notice/ corrigendum. Subsequently, price bids of the qualified bidders will be opened by the Port at a later date after completing the technical evaluation. Technical bid opening as well as price bid opening are done electronically and is not a public event. Hence the bidders cannot witness the bid opening process.

3.23.6. After completing the price bid opening, e-auction shall take place at a later date with the H-1 price bid as the floor price for e-auction. Date and time of e-auction will be intimated to the qualified bidders by e-mail in advance. The bidders can participate in the e-auction, which is however, not mandatory. It is mandatory to have DSC for the qualified bidders to participate in e-auction.

3.23.7. In case a bidder does not participate in the e-auction, his only bid will be that given in the Price Schedule format.

3.23.8. E-auction will not be conducted in case of receipt of only one valid bid for the plot.

3.23.9. The bidder which has given the highest bid after considering price given in the Price Schedule and that obtained through e-auction amongst all the bidders shall be treated as the successful bidder subject to Section2.27&2.28.

3.23.10. All taxes, as may be applicable from time to time shall be payable extra over the final bid amount.

3.23.11. During e-auction, a willing bidder shall get time to submit bid or improve the same as may be desired until the closing time is over.

3.23.12. In case of submission of any bid within eight minutes immediately before closing time of e-auction, the system will allow further bid by any other technically qualified bidders for the next eight minutes from the time of submission of last online bid. This will go on till no bid is received within eight minutes of the last bid received. Once the period of eight minutes without any bid is over, the bidding will be automatically closed and no further bidding will be allowed by the system.

3.24. Contact Person of MSTC
Dy. Manager, MSTC, 1st Floor, BSNL CTO Building, Mahatma Gandhi Rd., Opp. Kerala State Secretariat, Statue, Thiruvananthapuram, Kerala 695001
Phone Number- 0471-2574257 8884600700
Email id:

4. General conditions of lease

4.1. Applicable Acts and directives: This lease shall be governed by the provisions of the Major Port Authorities Act, 2021, Indian Ports Act, 1908, Policy Guidelines for Land Management by Major Ports, 2015 and all directives issued by the Government of India from time to time. It shall be binding upon the Lessee to comply with all such directives issued by the Government of India and communicated by the Lessor.

4.2. Lease Period: The lease period shall be 30 years, from the date of handing over of possession OR after 30 days from the date of receipt of allotment order by the successful bidder, whichever is earlier. Acknowledgement receipt of the Postal Dept. / Track Order of the Speed Post of the Postal Dept./ personal receipt shall be considered for proof of receipt of allotment order. If the handover of the land is delayed due to reasons attributable to the Port, lease period will commence from the actual date of hand over.

In the case of renewal of lease, the lease period shall be 30 years from the date of approval of renewal of lease by Cochin Port Authority. The intervening period between the expiry of previous lease and date of renewal of lease shall be regularised by a separate clause in the lease deed.

4.3. Handing over of leased premises: Sketches and area given are approximate and there may be marginal variations. A joint survey (if required), will be conducted after remitting payments as per the pre-acceptance letter. If any variations are noticed in the extent of area, all the payments have to be regulated as per the actual area. Allotment Order will be issued to the successful bidder for the actual extent of land. The successful bidder shall take over the land within 30 days from receipt of the allotment order subject to para 4.2.

4.4. Execution and Registration of lease deed: The Lessee shall execute and register the lease deed within six (6) months from the date of handing over **(allotment order in the case of renewal)** of the leased premises by the Lessor, failing which the allotment will be liable to be cancelled. Further, in case at any time during the lease period, the annual lease rent quoted by the bidder along with the escalation on approved rate undergoes upward revision due to the revision of the SoR by the TAMP or any other Competent Authority, the lessee shall, within a period of 6 months, execute and register a supplementary deed to the registered lease deed for the period covered by such revision, for the enhanced rent only. However, delays beyond the control of the lessee in execution and registration of the lease deed, explained to the satisfaction of the Secretary, Cochin Port, shall be excluded from the above six (6) months. Format of lease deed is given in section 9 and format of supplementary lease deed is given in section 10. Lease deed shall be executed and registered through payment of applicable stamp duty and registration charges of the Government of Kerala at the cost of the successful bidder/lessee.

4.5. Execution and Registration of lease deed (Annual Leases where the successful bidder opts to remit the lease rent for the entire lease period on upfront basis): The Lessee shall execute and register the lease deed within six (6) months from the date of handing over **(allotment order in the case of renewal)** of the leased premises by the Lessor, failing which the allotment will be liable to be cancelled. However, delays beyond the control of the lessee in execution and registration of the lease deed, explained to the satisfaction of the Secretary, Cochin Port, shall be excluded from the above six (6) months. Format of lease deed is given in section 9. Lease deed shall be executed and registered through payment of applicable stamp duty and registration charges of the Government of Kerala at the cost of the successful bidder/lessee.

5. Special Conditions

5.1. The successful bidder should bear the cost of infrastructure required for the power connectivity to their premises.

5.2. All plans for the development of leased premises shall be got approved by the Competent Authority of the Civil Engineering Department of the Lessor. The plan should also be got approved by the Local Authority concerned before commencement of any work. The successful bidder shall obtain all statutory clearances as may be required as per law from the concerned department before execution / commissioning of the project/activities.

5.3. The successful bidder shall follow all safety norms as may be prescribed by the Competent Authority.

5.4. The successful bidder shall strictly follow the environmental regulations, and proper environmental/Pollution control safeguards as per law must be incorporated in the design and implementation of the project.

5.5. Successful bidder shall maintain the existing drains if any in the plot properly as per lease condition or provide new drains with the approval of Cochin Port.

5.6. The successful bidder should maintain the leased plot clean, tidy and hygienic during the entire period of lease.

5.7. The successful bidder shall take adequate precautions against fire hazards during the entire period of lease.

5.8. The successful bidder should ensure proper disposal of all wastage generated in the leased premises during the lease period.

5.9. The successful bidder should keep a harmonious relationship with nearby occupants/lessees, and shall take adequate precautions against any anti-social activities during the entire period of lease.

5.10. In the case of lessees constructing/using warehouses in the leased land, as per plan pre-approved by the Port, the warehouse may be utilized for storing and delivering of EXIM or Coastal cargo handled through Cochin Port of third parties also on a short term basis through service contracts, and no subletting shall be permitted.

5.11. All the conditions mentioned in the draft lease deed format attached at section-9 shall be binding on the successful bidder.

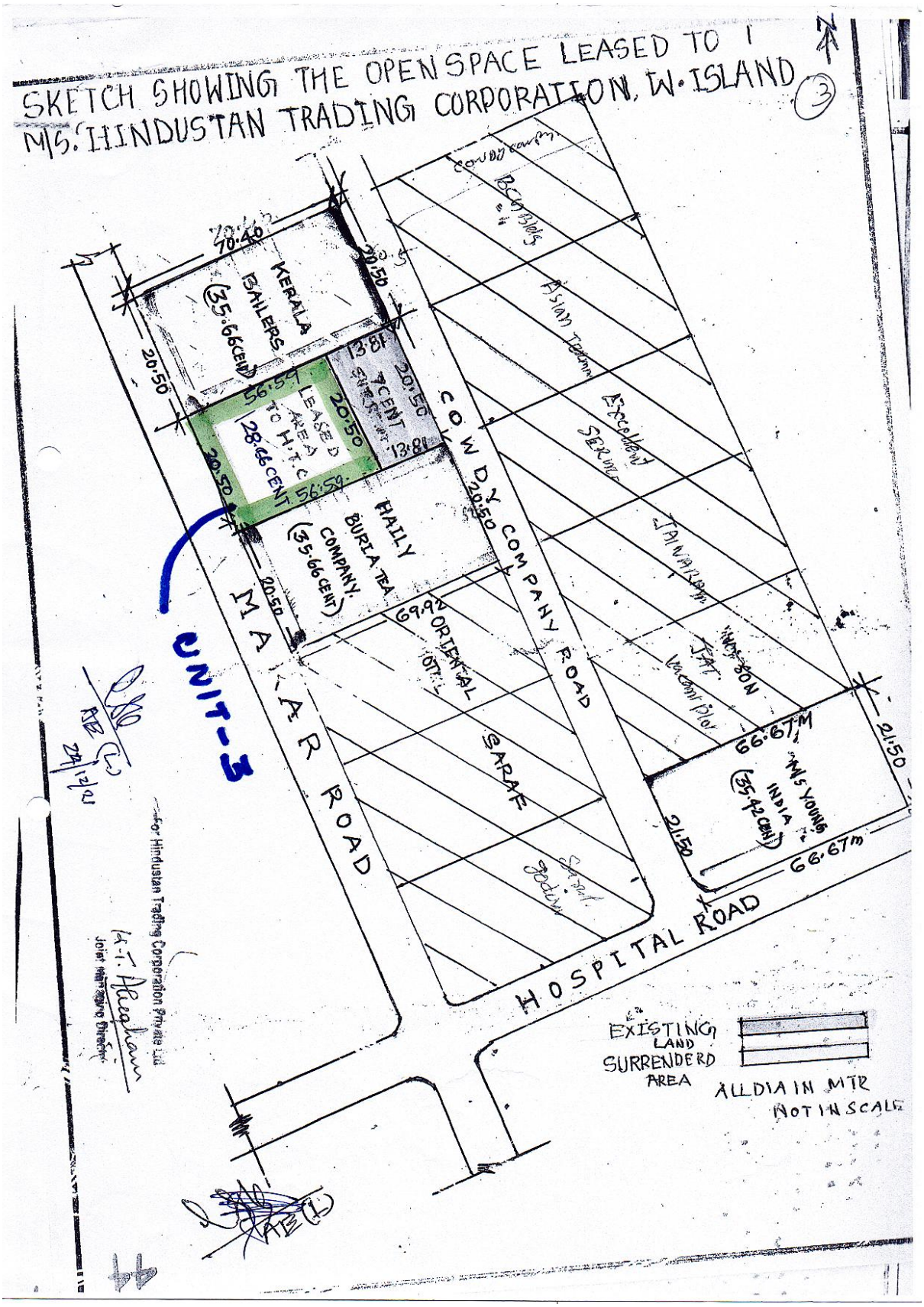
5.12. The successful bidder shall utilize the land for the purpose for which it is allotted within 2 years from the date of taking over/allotment of the site. If the lessee fails to utilize the land within such period, the lessor at its discretion shall be entitled to either terminate the lease, or at the request of the lessee, extend the period of construction subject to the lessee paying additional 50% of the normal lease rent payable as per the then prevailing SoR for the extended period. However, the Lessee is free to propose stage wise construction, and if approved by the lessor, such construction period can be counted for utilization of land stage wise. If the lessee fails to abide by the timelines of such stage wise construction, the lessor at its discretion shall be entitled to either terminate the lease or at the request of the lessee, extend the period of construction subject to the lessee paying additional 50% of the normal lease rent payable as per the then prevailing SoR for the extended period for the portion of the land on which the construction is delayed.

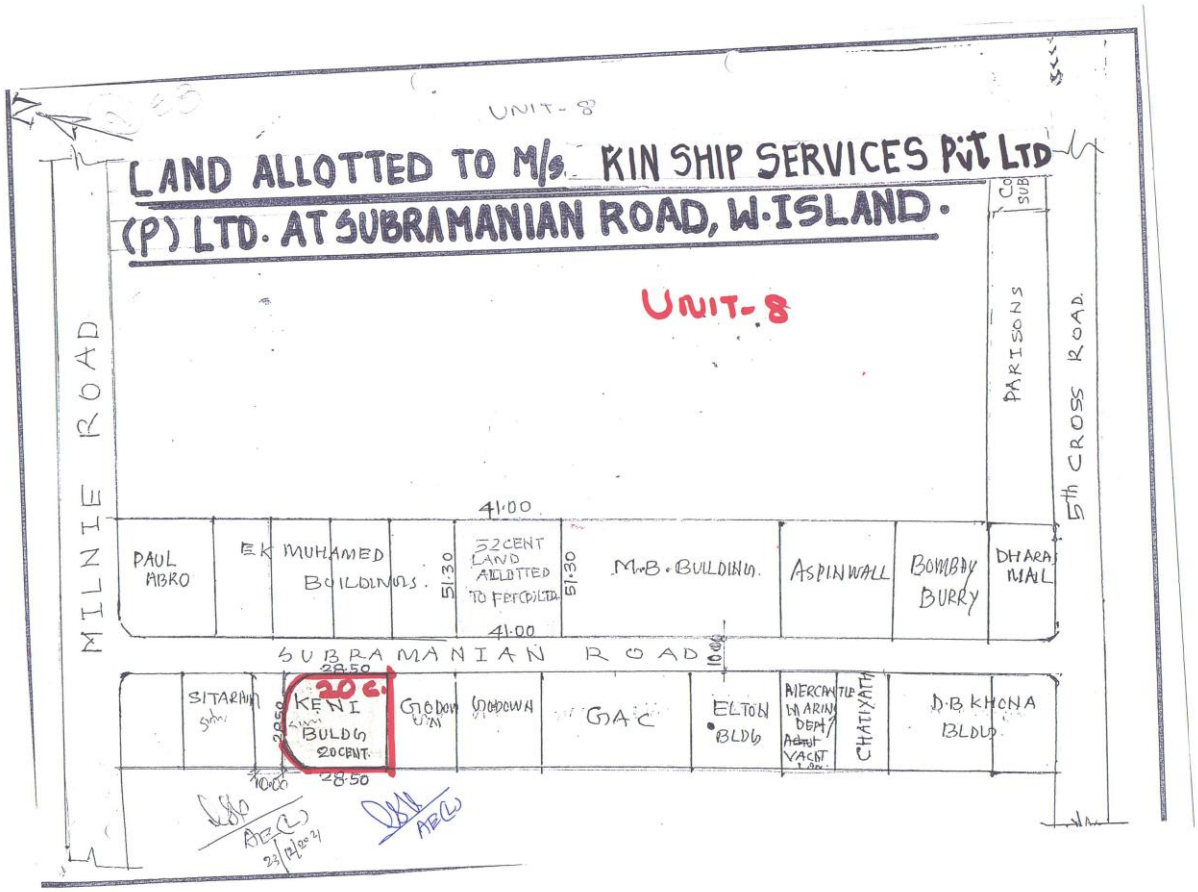
6. Profile of Bidder& Details of the project proposed

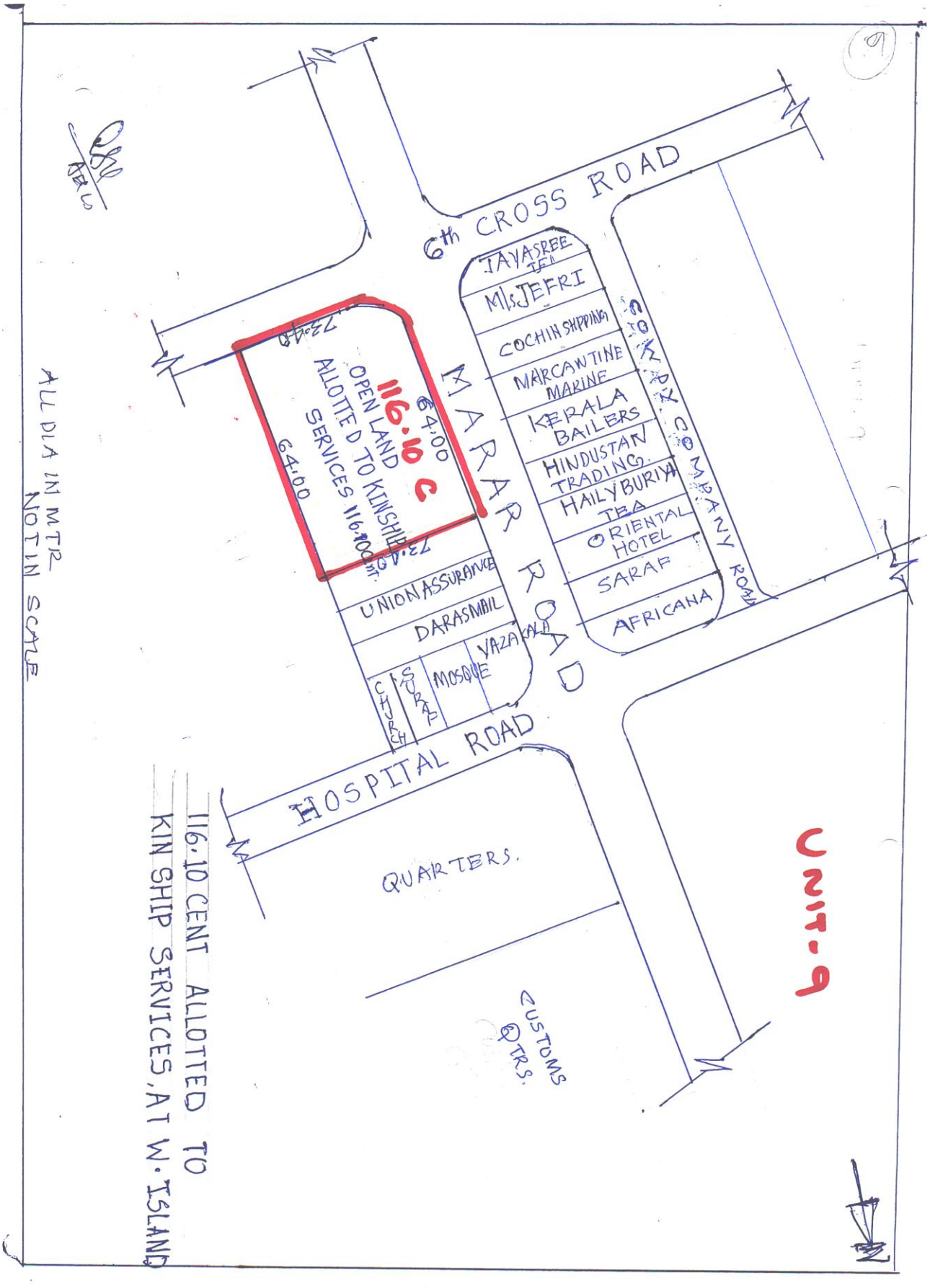
(To be filled up online)

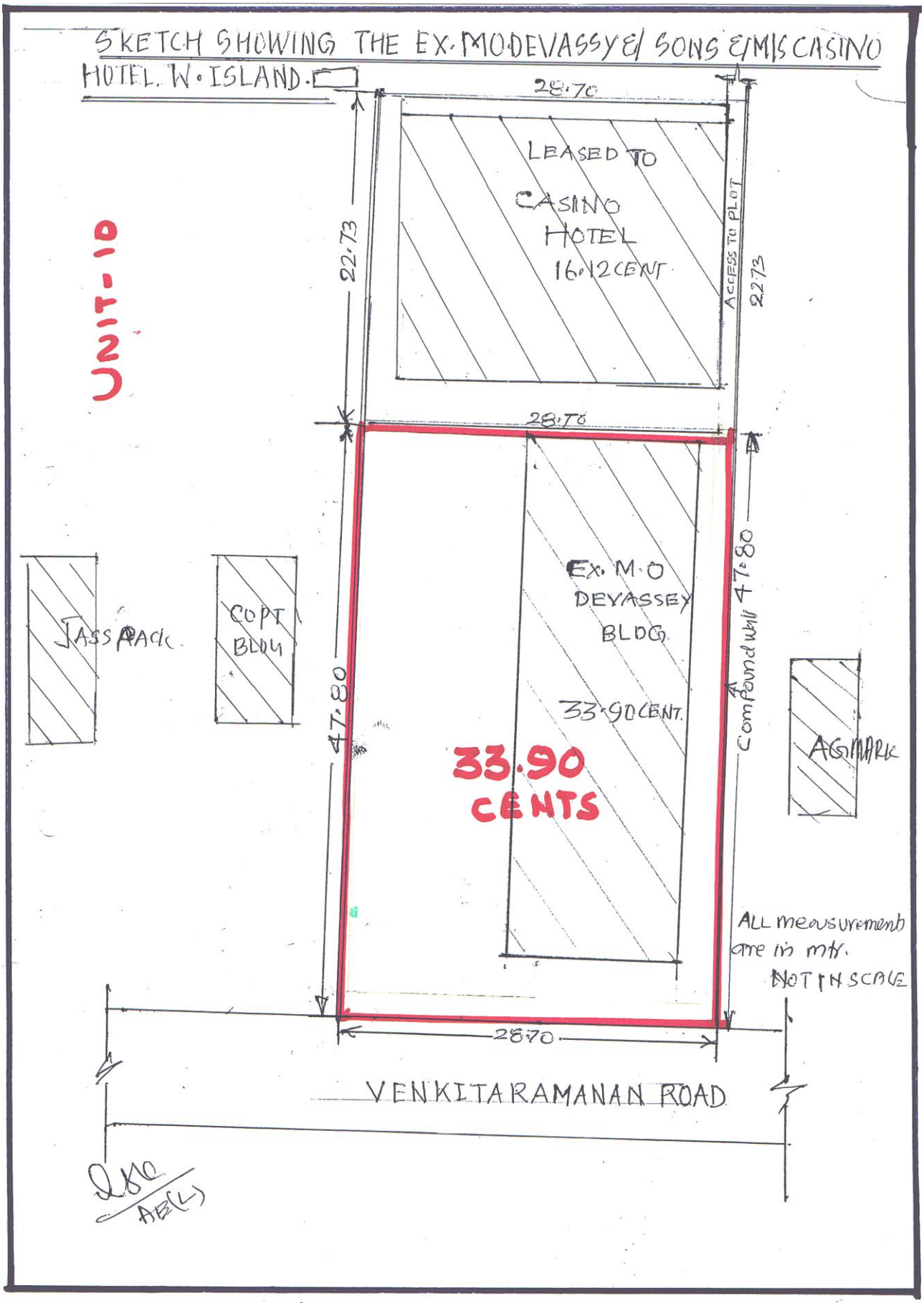
6.1 Name of the bidder :
6.2 Address for communication :
6.3 Address of local/ branch office if any :
6.4 Date of incorporation and commencement of business :
6.5 Parent Company, if any :
6.6 PAN Number :
6.7 GST Registration Number :
6.8 Brief description of the bidder, including years of
6.9 Operations of the existing business, the extent it involves/is dependent on Port based activities, etc. :
6.10 Details of existing business, if any, in the Port with details of cargo handled (attach Separate sheet/document, if required) :
6.11 Details of the existing business of the bidder :
6.12 Past experience of the bidder in implementing, operation and management of similar projects (details of project) :
6.13 Annual Turnover for the past 3 years
2019-20 :
2020-21 :
2021-22 :
6.14 Brief description of the project for which the land is proposed to be leased(attach separate sheet/document, if required) :
6.15 If there is any tie-up with foreign companies, please furnish the details :
6.16 Brief details of structures proposed to be erected/constructed :
:
6.17 Likely date of commissioning of the facility :
6.18 Requirement of power (approx) (in MW) :
6.19 Requirement of water (approx) (in KL) :

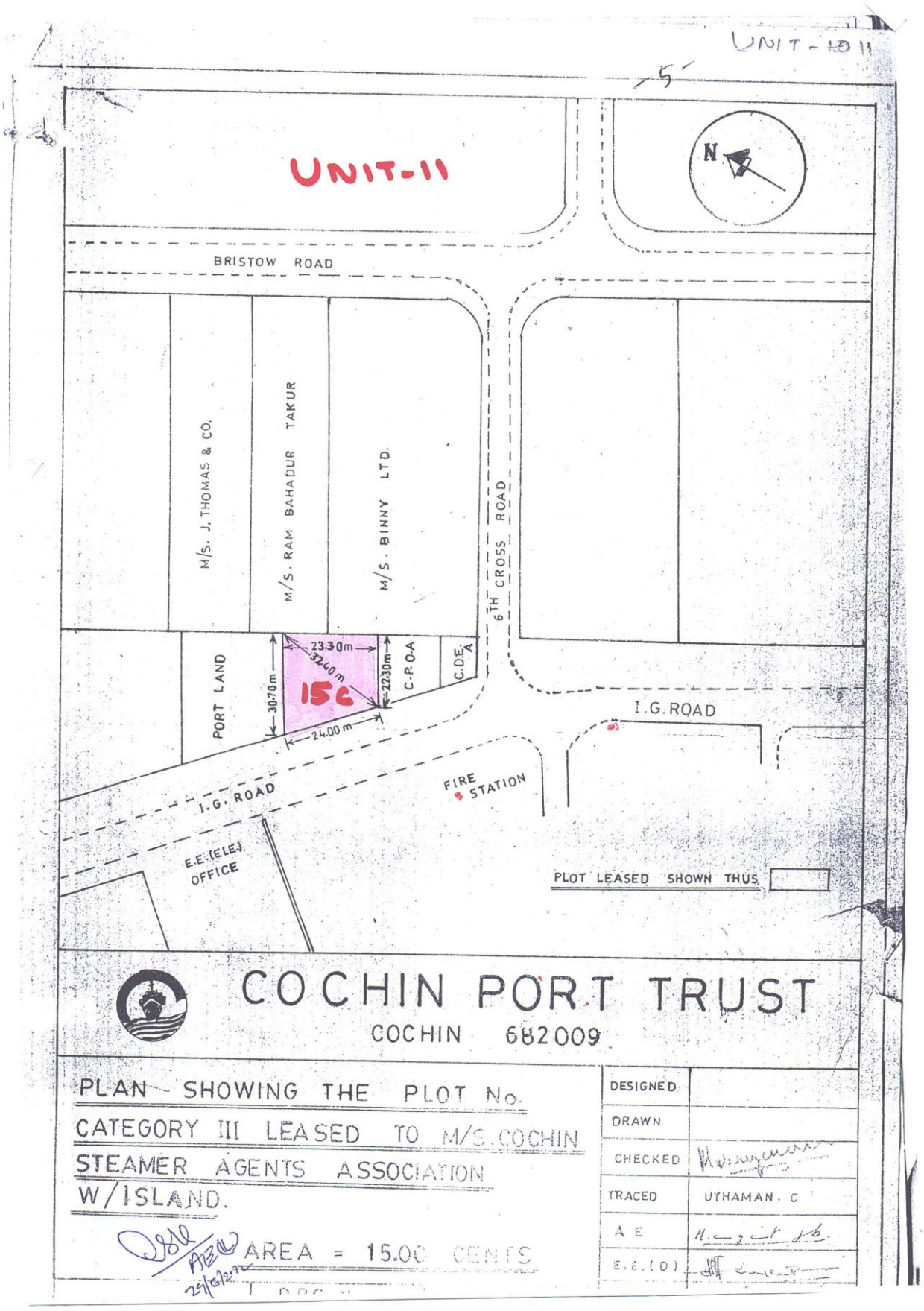
7. Location sketches

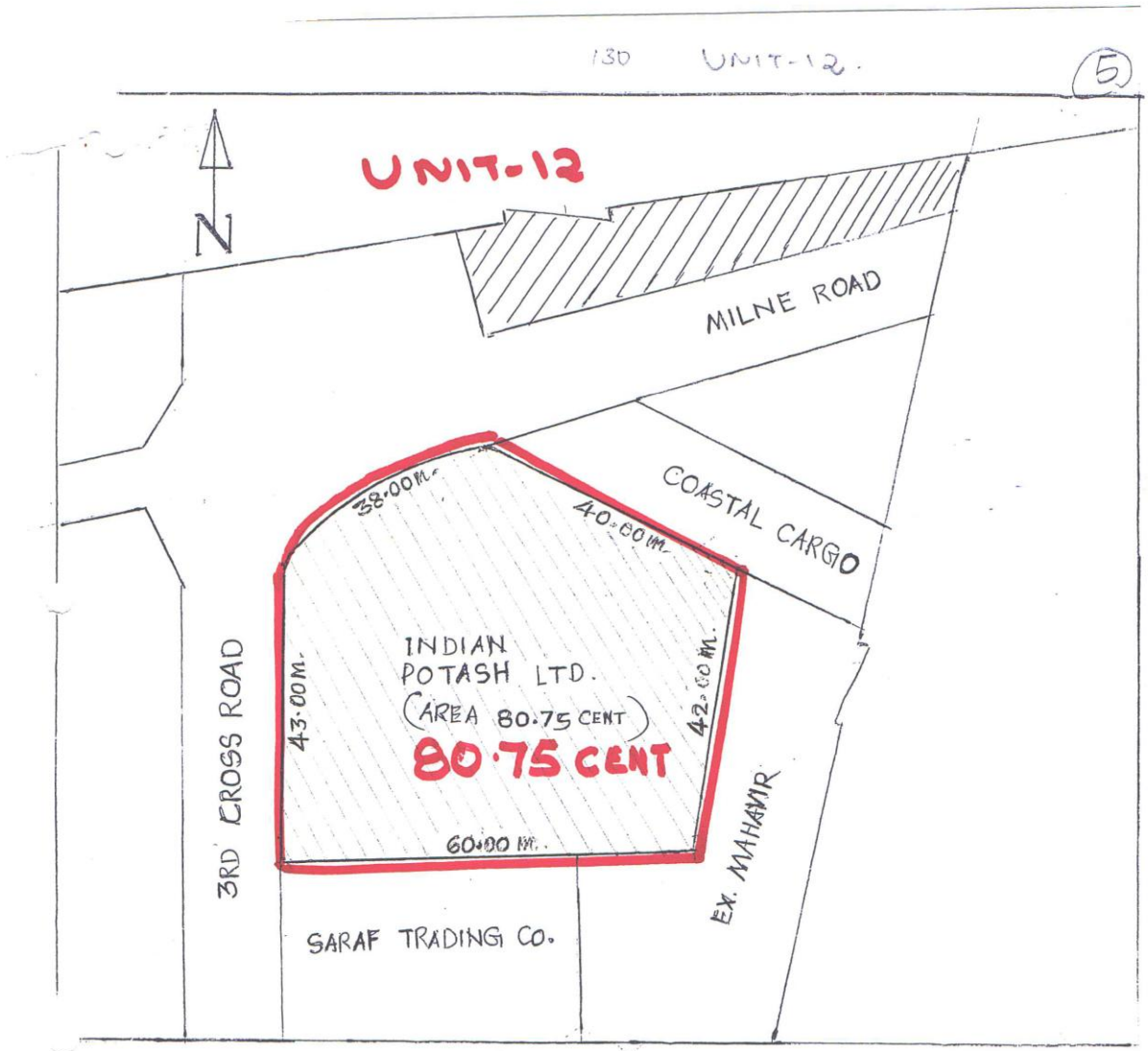



UNIT-8
LAND ALLOTTED TO M/s. KIN SHIP SERVICES Pvt LTD
(P) LTD. AT SUBRAMANIAN ROAD, W.ISLAND.
UNIT-8
MILNIE ROAD
5th CROSS ROAD
PARISONS
41.00
PAUL ABRO
EK MUHAMED BUILDINGS.
51.30
52 CENT LAND ALLOTTED TO FEFCO LTD
51.30
M.B. BUILDING.
ASPINWALL
BOMBAY BURRY
DHARAMAL
41.00
SUBRAMANIAN ROAD
10.00
28.50
SITARAM
20 C.
KENI BULDG 20 CENT.
GODOWN
GODOWN
GAC
ELTON BLDG
MERCANTILE MARINE DEPT
CHATIYATH
D.B KHONA BLDG
28.50
10.00
AE(L)
AE(L)


6th CROSS ROAD
MARAR ROAD
HOSPITAL ROAD
JAYASREE TEA
M/s JEFRI
COCHIN SHIPPING
MARCANTINE MARINE
KERALA BAILERS
HINDUSTAN TRADING
HAILY BURIYA TEA
ORIENTAL HOTEL
SARAF
AFRICANA
COWPY COMPANY ROAD
UNION ASSURANCE
DARASMAIL
VAZAKALA
MOSQUE
SURAF
CHURCH
116.10 C
OPEN LAND
ALLOTTED TO KINSHIP
SERVICES 116.10 cmt.
64.00
73.40
QUARTERS.
CUSTOMS QTRS.
UNIT-9
ALL DIA IN MTR
NOT IN SCALE
116.10 CENT ALLOTTED TO
KIN SHIP SERVICES, AT W. ISLAND


SKETCH SHOWING THE EX.MO DEVASSY & SONS & M/S CASINO HOTEL. W. ISLAND.
UNIT-10
28.70
LEASED TO
CASINO
HOTEL
16.12 CENT
22.73
ACCESS TO PLOT
22.73
28.70
47.80
Ex. M.O
DEVASSEY
BLDG
33.90 CENT.
33.90
CENTS
47.80
Compound wall
JASS BAR
COPT
BLDG
AGMARK
ALL measurements
are in mtr.
NOT IN SCALE
28.70
VENKITARAMANAN ROAD
AE(L)


UNIT-II
UNIT-11
N
BRISTOW ROAD
M/S. J. THOMAS & CO.
M/S. RAM BAHADUR TAKUR
M/S. BINNY LTD.
6TH CROSS ROAD
PORT LAND
23.30m
32.40m
30.70m
15C
22.30m
C.P.O.A
C.D.E.A
24.00m
I.G. ROAD
I.G. ROAD
FIRE STATION
E.E. (ELEC) OFFICE
PLOT LEASED SHOWN THUS
COCHIN PORT TRUST
COCHIN 682009
PLAN SHOWING THE PLOT No.
CATEGORY III LEASED TO M/S. COCHIN
STEAMER AGENTS ASSOCIATION
W/ISLAND.
AREA = 15.00 CENTS
DESIGNED
DRAWN
CHECKED
TRACED
UTHAMAN. C
A E
E.E. (D)



LAND ALLOTTED TO INDIAN POTASH AT W/ISLAND.

AREA 80.75 CENTS.
VILLAGE - THOPPUM PADY.
SURVEY NO. 2578/4

JE(L)

AE(L)
22/12/21

8. Format of Undertaking by the bidder

(To be down loaded, filled, signed with seal, scanned and uploaded in the e-tender portal)

1. I/We, _____ (Name of bidder) having examined the Tender Document No. MSTC/TVC/COCHIN PORT TRUST /61 /WILLIGDON ISLAND**/22-23/**28716) and fully understood its content hereby submit the tender for allotment of real estate asset tendered by Cochin Port, on "as is where is" basis through tender-cum-auction.
2. I/We accept all the terms & conditions of the Tender Document including its addendum, corrigendum and replies to the pre bid queries.
3. I/We have deposited requisite Earnest Money for the said tender as per procedure mentioned in the tender document.
4. I/We do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the tender.
5. I/We do hereby undertake that I/we have not made any payment or illegal gratification to any person/authority connected with the bidding process of tender so as to influence the bidding process and have not committed any offence under the PC Act in connection with the bid.
6. I/We have submitted copies of the required documents as mentioned in the tender document
7. I/We have quoted the Annual Lease Rent payable, above the Reserve Price

8. I/We/ any of the consortium members have not been debarred by the Central / any State Government or Quasi-Government Agency or PSU in India.
9. I / We understand that Cochin Port reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at anytime without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
10. I / We hereby undertake that we will abide by the decision of Cochin Port in the matter of examination, evaluation and selection of successful bidder and shall refrain from challenging or questioning any decision taken by Cochin Port in this regard.

Name & Signature of the bidder with office seal

Date

Witness

S.No.	Name	Address	Signature

9. Format of Lease Deed

(For Annual Leases,)

THIS DEED OF LEASE is made on the …….. day of …….. Two thousand and ……. (…./../20--) BETWEEN THE BOARD OF MAJOR PORT AUTHORITY FOR COCHIN PORT known as COCHIN PORT AUTHORITY, a Body corporate under the Major Port Authorities Act, 2021, having its Administrative office at Willingdon Island, Cochin–682 009, having PAN-AAALC1134F, represented by its …… Shri/Smt……. Son/Daughter of……..aged……. years residing at ....., ..., Kerala State (hereinafter called "the Lessor") of the one part; AND…… ……..…….. (hereinafter called "the Lessee") of the other part:

WHEREAS pursuant to Notice Inviting Tenders issued by the Lessor the Tender submitted by the lessee has been accepted by the Lessor and the Lessor has agreed to allot to the Lessee by way of lease the tendered premises on the terms and conditions herein contained.

NOW THEREFORE THIS DEED WITNESSETH that in consideration of the rent to be paid as herein provided and other terms and conditions on the part of the Lessee to be observed, the Lessor does hereby grant to the Lessee, a lease of ALL THAT piece of land containing by admeasurement……. or thereabouts, situated on ....., which piece of land is more particularly described in the schedule hereunder written and for greater clearness delineated with the boundaries thereof in the plan annexed hereto (hereinafter referred to as the "leased premises") TO HOLD the same for the term of ..... (..... years from the ……day of …… (month& year – i.e., the date of handing over of the land) to the …… day of ……(month & year), for the purpose(s) it is allotted ie._____, subject to the following conditions:-

1.

a) **Lease Rent**

The Lessee shall pay the Lessor during the said term of lease a yearly lease rent, clear of all deductions, of Rs…… (Rupees……..only) as quoted in the tender (over the annual lease rent of Rs ..... per ha per year applicable as on 17.11.2022 for ..... purpose in ..... with the base lease rent of Rs..... per ha per year as per the Scale of Rates (SoR) with effect from 17.11.2021) with 2% cumulative annual escalation on the lease rent, with the first escalation due on 17.11.2023, plus applicable taxes. The SoR with the base rate of lease rent is notified by the Tariff Authority for Major Ports (TAMP) or any other Competent Authority from time to time. The TAMP vide G. No.476 dated 18.10.2021 has notified the SoR, which is effective from 17.11.2021. The base rate of annual lease rent is subject to annual cumulative escalation of 2% or any other rate approved by the Competent Authority, and periodical revisions of the SoR by the Competent Authority. Thus, the SoR is subject to escalation on 17.11.2022, after the expiry of one year from the effective date of the current SoR, and likewise in the following years until the SoR is revised by the Competent Authority, whereby new rates and revised date of escalation are effective. In case at any time during the lease period, the annual lease rent quoted by the bidder along with the escalation on approved rate is found less than the annual lease rent as per the SoR upon revision of the SoR, the lessee is bound to pay lease rent as per the SoR with annual escalation prescribed therein.

OR (Upfront Leases) (in place of 1.a))

[Lease Rent

The Lessee has paid to the Lessor upfront lease rent for the lease of the leased premises an amount of Rs…….(Rupees……..only) plus applicable taxes. The Lessee shall also pay the Lessor during the said term of lease, yearly nominal lease rent, clear of all deductions, of Rs…….(Rupees ……. only) (calculated @ Re.1/- per Sq m per year) plus applicable taxes.**]**

b) **[Depreciated Cost of Building/Structure (if applicable)**

The lessee has paid depreciated cost of the existing building/structure of area of .....in the land of Rs..... (Rupees ..... only).(as applicable when the existing/previous lessee is not the successful bidder/lessee).

OR

The lessee being the existing/previous lessee having ownership of the existing building/structure of area of .....in the land has paid Nil towards depreciated cost of the existing building/structure. (as applicable when the existing/previous lessee is the successful bidder/lessee).**]**

c) **Security Deposit**

The Lessee has deposited with the Lessor as Security Deposit towards rent an amount of Rs……. (Rupees……only) equivalent to two years' current lease rent, the receipt of which the Lessor hereby acknowledges. As and when the lease rent is revised/increased, the Lessee shall deposit with the Lessor as additional security deposit such further amounts as will make the total security deposit equal to two years' then lease rent. The security deposit so paid shall be refundable without interest, after adjustment of any dues including but not limited to any arrears of lease rent or other amounts due to the Lessor and/or damages to the Premises, at the time of handing over vacant possession of the leased premises on the expiry or termination or surrender of the Lease.

OR (Upfront Leases) (in place of 1.c))

[Security Deposit

The Lessee has deposited with the Lessor as Security Deposit towards rent an amount of Rs……. (Rupees……only) equivalent to two years' nominal lease rent @ Re.1 per Sq m per year, the receipt of which the Lessor hereby acknowledges. The security deposit so paid shall be refundable without interest, after adjustment of any dues including but not limited to any arrears of lease rent or other amounts due to the Lessor and/or damages to the Premises, at the time of handing over vacant possession of the leased premises on the expiry or termination or surrender of the Lease.**]**

d) If the amount of Security deposit as above is equal to or more than Rupees One Crore, the lessee has the option to secure the same through Bank Guarantee (BG) valid for the lease period.

e) **Payment of Annual Lease Rent**

The Lessee shall pay to the Lessor the yearly lease rent plus applicable taxes in two half-yearly instalments, one, on or before the 30th day of September and the other, on or before the 31st day of March, every financial year for the period April to September and October to March respectively and proportionately if the period in question is not a full half year.

OR (Upfront Leases) (in place of 1.e))

[Payment of Annual Lease Rent
The Lessee shall pay to the Lessor the yearly nominal lease rent @ Re.1/- per sq.m plus applicable taxes on or before 31st March of every year.**]**

f) If the Lessee defaults in payment of the rent at any time, necessary adjustments shall be made by the Lessor from the amount of security deposit and the Lessee shall immediately make up the corresponding deficit in the security deposit.

g) The Lessee shall from time to time and at all times during the said term pay and discharge all rates, taxes, charges, and assessments of every description now subsisting, including arrears if any, accrued or due before the ……..(viz., the date of commencement of the term of the Lease), or which may at any time hereafter during the said term, be imposed, charged or assessed upon the leased premises hereby demised or the building existing/to be erected thereon, whether it be payable by the Lessor or the Lessee.

h) The Lessee shall be bound to pay interest on all overdue payments from the date when the same becomes due at the rate as specified in the Scale of Rates for the time being in force and as revised from time to time, subject to a minimum of Rs.100/- (Rupees one hundred only) it being made clear that the liability for payment of interest shall not affect the other rights accruing to the Lessor on account of such defaults on the part of the Lessee.

i) If the Lessee makes default in payment of the lease rent, electricity & water charges, cargo and vessel related charges or any other dues to the Lessor under this Agreement or otherwise and/or interest as provided hereinbefore, the Lessor shall be entitled to terminate this agreement and cancel the lease forthwith. The Lessee shall thereupon forfeit all his/its rights hereunder and shall remain liable for any sum then due by the lessee and also for any loss, which may be caused to the Lessor by reasons of such default. The Lessor also reserves the right to disconnect electricity & water connection and stop all port related services to the Lessee in the event of non-payment of any of the dues as stated above and the Lessee shall be solely responsible for any loss or damage arising out of this.

j) The Lessee shall execute and register the lease deed at its cost through payment of applicable stamp duty and registration charges of the Government of Kerala within six (6) months from the date of handing over **(allotment order in the case of renewal)**of the leased premises by the Lessor. Further, in case at any time during the lease period, the annual lease rent quoted by the bidder along with the escalation on approved rate undergoes upward revision due to the revision of the SoR by the TAMP or any other Competent Authority, as at 1.a)., the lessee shall, within a period of 6 months, execute and register a supplementary deed to the registered lease deed, in the attached format, for the period covered by such revision, for the enhanced rent only. However, delays beyond the control of the lessee in execution and registration of the lease deed, explained to the satisfaction of the Secretary, Cochin Port, shall be excluded from the above six (6) months.

OR(Upfront Leases) (in place of 1.j))

The Lessee shall execute and register the lease deed at its cost through payment of applicable stamp duty and registration charges of the Government of Kerala within six (6) months from the date of handing over **(allotment order in the case of renewal)** of the leased premises by the Lessor. However, delays beyond the control of the lessee in execution and registration of the lease deed, explained to the satisfaction of the Secretary, Cochin Port, shall be excluded from the above six (6) months.

2.

a) The Lessee shall use the leased premises only for the purpose(s) ie._____ for which the leased premises has been allotted/ leased, unless otherwise approved by the Lessor.

b) The Lessee shall not make any unnecessary excavation or remove or appropriate any minerals, mineral substances of any description, sand or clay, from the leased premises. Any such materials obtained from the leased premises should be placed or disposed of as directed by the Chief Engineer of the lessor or his/its authorized representative.

c) The lessee shall utilize the land for the purpose for which it is allotted within 2 years from the date of taking over/allotment of the site. If the lessee fails to utilize the land within such period, the lessor at its discretion shall be entitled to either terminate the lease, or at the request of the lessee, extend the period of construction subject to the lessee paying additional 50% of the normal lease rent payable as per the then prevailing SoR for the extended period. However, the Lessee is free to propose stage wise construction, and if approved by the lessor, such construction period can be counted for utilization of land stage wise. If the lessee fails to abide by the timelines of such stage wise construction, the lessor at its discretion shall be entitled to either terminate the lease or at the request of the lessee, extend the period of construction subject to the lessee paying additional 50% of the normal lease rent payable as per the then prevailing SoR for the extended period for the portion of the land on which the construction is delayed.

d) All plans for the development of leased premises shall be got approved by the Competent Authority of the Civil Engineering Department of the Lessor. The plan should also be got approved by the Local Authority concerned before commencement of any work. The successful bidder shall obtain all statutory clearances as may be required as per law from the concerned department before execution / commissioning of the project/activities.

e) Building/structure(s) erected on the leased premises shall not be occupied until a completion/occupation certificate is obtained from the Civil Engineering Department of the Lessor.

f) The Lessee shall have quiet and peaceful possession of the leased premises, subject to their fulfilling the terms and conditions contained herein.

g) The Lessee shall utilise the maximum permissible area of the leased premises for the construction of structures/allotted purpose. If the Lessee does not or is not able to utilize the entire leased premises leased to him, the portion of the leased premises not required by him should be surrendered without any liability for payment of compensation. If the Lessee fails to adhere to the same or the Lessee does not surrender the unutilised portion of the leased premises the Lessor shall have the right to repossess, without any claim for compensation whatsoever, the whole or part of the portion of the leased premises left unutilized and use the same in any manner deemed expedient by the Lessor. In case there is any dispute regarding the extent of land that should be utilized for the construction/allotted purpose or the extent to be repossessed, the decision of the Board of the Lessor shall be final and binding.

h) The Lessee shall not at any time without the previous consent in writing of the Lessor erect or suffer to be erected on the leased premises any building(s)/structure(s) other than those approved by the Lessor or make any alteration in the plan or elevation of the said buildings or use the leased premises for any purpose other than that approved by the Lessor.

i) The Lessee shall obtain all statutory and mandatory clearances as may be required under law including environmental clearances from appropriate authorities, before execution/commissioning of the project and from time to time thereafter and also comply with all the norms as laid down by these statutory authorities.

j) The Lessee shall observe and perform in accordance with all Port Regulations/directions and follow all safety norms as may be prescribed by the competent/statutory authorities from time to time and the same are deemed to be a part of the lease deed and shall be binding on the Lessee.

k) This lease shall be governed by provisions of the Major Port Authorities Act, 2021, Indian Ports Act, 1908 and all directives issued by the Government of India from time to time. It shall be binding upon the Lessee to comply with all such directives issued by the Government of India and communicated by the Lessor.

l)

i) The Lessee shall at all times during the subsistence of the lease maintain the leased premises in good sanitary condition and repair and keep the building(s)/structure(s) erected and /or to be erected on the leased premises in good and tenantable condition including painting of the premises. If the Lessee fails to maintain the leased premises in good sanitary condition and repair and the building(s)/structure(s) erected and /or to be erected on the leased premises in good and tenantable condition or as directed by the Lessor, the Lessor may, if necessary, arrange for execution of necessary works to maintain the leased premises in good sanitary condition and repair and the building(s)/structure(s) erected and /or to be erected on the leased premises in good and tenantable condition and the Lessor shall be entitled to recover the costs incurred for the execution of such works from the Lessee.

ii) It shall be the responsibility of the lessee to keep the surroundings adjoining their premises clean and devoid of any wild growth or waste.

iii) The lessee shall keep the Port informed when any toxic or hazardous cargo is warehoused in godown / office.

m) If, on request in writing by the Lessee the Lessor removes/relays/reroutes or causes removal/relay/re-routing of any utility services such as underground or overhead electric lines, telegraphic or telephonic lines, water pipelines, drains etc., from the leased premises, the Lessee shall pay the Lessor the cost of such removal within fourteen days from the date on which demand in writing for such cost is served on the Lessee.

n) The Lessee will pay for any damage done by him/it or his/its Employees/workers or agents during the aforesaid period to any property of the Lessor on the leased premises or land adjacent thereto.

o) The Lessor shall not be responsible to the lessee or any other person(s) for any loss or damage or injury to life or property arising directly or indirectly from the use of the leased land and the activities the lessee is engaged in on the leased premises during the period of lease. The Lessee shall also indemnify the Lessor against all loss or damage or injury to life or property of any one including third parties or claims and costs thereof arising directly

or indirectly from the use of the leased premises by the Lessee and the activities the lessee is engaged in the leased premises during the period of lease.

p) Hoarding or advertisement board shall not be erected in the leased premises without the written permission of the Lessor.

q) The Lessors and their authorized agents shall be entitled to enter the leased premises at any time and inspect the same. The Lessor shall give a prior notice to the Lessee for the same.

3.

a) The lessee shall not underlet or otherwise sublease the leased premises or the building (s)/structure (s) erected or to be erected thereon or any part thereof, except when the business model is based on subletting, as prescribed by the Policy Guidelines for Land Management by Major Ports (PGLM), 2015, and as approved by the Board of the Port. In cases where the business model is based on subletting, no subletting fee shall be levied. Any sub-lease of the leased premises or any part thereof or of the building to be erected thereon or any part thereof, otherwise, shall be treated as unauthorized and shall make the lease liable for termination/cancellation.

b) The lessee shall not assign or transfer the leased premises or the building(s)/structure(s) erected or to be erected thereon or any part thereof without obtaining prior approval of the Lessor. Any assignment or transfer of the leased premises or any part thereof or of the building to be erected thereon or any part thereof, without prior permission of the Lessor shall be treated as unauthorized and shall make the lease liable for termination/cancellation. The Lessee shall be liable to pay such charges, fees or levy as are prescribed from time to time by the Lessor for assignment or transfer of Lease. The Lessee further undertakes to discharge any and all liability of the original lessee, including the remittance of dues, towards the Port, which may at any time be demanded by the Port on account of transfer as per rules and if the transferor extracts premium on the transfer of the lease, fifty percent of such premium shall also be paid to the Lessor.

c) The Lessee shall not create any charge in respect of the leased premises or its leasehold interest in the leased premises or the building existing/constructed on the same without the prior written consent of the Lessor, it being clearly understood that such consent will not be granted, except in the case of charges in favour of reputed financial institutions/scheduled banks subject to the lessor retaining the first charge on the leased premises or its leasehold interest on mortgaging the leased property.

d) The Lessee shall be liable to pay such charges, fees or levy as are prescribed from time to time by the Lessor for written consent for mortgaging the leased premises or its leasehold interest.

4.

a) The lessee may surrender the lease subject to prior notice at least six (6) months in advance, and in case of surrender of leases on upfront basis, proportionate upfront lease rent will be refunded for the balance period of the lease.

b) The Lessee may terminate the lease at any time before the expiry of the lease period on giving six (6) months prior notice in writing to the Lessor or six months' rent at the then prevailing yearly lease rate, in lieu thereof**.** And the Lessor doth hereby further agree that upon receipt of such notice the Lessee shall be entitled to remove all or any buildings and fixtures which at any time during the currency of this lease shall have been erected or fixed by the Lessee upon the leased premises without any claim to any compensation whatever and surrender the leased premises to the Lessor.

c) The Lessor hereby agrees that the Lessee observing all the aforesaid conditions, shall peaceably hold and enjoy the leased premises during the said term without any interruption by the Lessor. On expiry of the lease period the Lessee shall deliver possession of the leased premises restored to its former condition.

d) Upon any breach or non-observance by the Lessee or by a person claiming through or under the Lessee of any of the aforesaid covenants or conditions herein provided or the breach or violation of any provision of this Agreement the Lessor may, notwithstanding the waiver of any previous cause or right of re-entry, enter upon the leased premises and re-possess it, as if this lease had not been granted and thereupon this demise shall absolutely determine.

e) The Lessor shall be entitled to terminate the lease before expiry of lease period on account of public interest.

f) The Lessor shall be entitled to cancel/terminate the lease before expiry of lease period if the Lessee does not execute and register the lease deed within six (6) months from the date of handing over of the leased premises by the Lessor. Further, the Lessor shall be entitled to cancel/terminate the lease before expiry of the lease if the Lessee fails to execute and register the supplementary deed mentioned above, within a period of 6 months. However, delays beyond the control of the lessee in execution and registration of the lease deed, explained to the satisfaction of the Secretary, Cochin Port, shall be excluded from the above six (6) months.

g) The Lessor shall be entitled to cancel/terminate the lease before expiry of lease period if the Lessee is declared insolvent or bankrupt or is unable to pay its debts or makes a composition with its creditors or if a trustee, liquidator, receiver or administrator is appointed to take over the assets or the business or the undertaking of the Lessee or if a substantial portion of the assets, property, revenues or business of the Lessee is confiscated or expropriated by the Government (Central or State) or any governmental agency or third party or if the law relating to the sick companies applies to the Lessee or the Lessee is dissolved or wound up or if an order shall be made or an effective resolution is passed for the winding up of the Lessee or the Lessee is reconstituted or the business or operations of the Lessee is closed either due to disputes inter-se amongst its stakeholders or otherwise.

h) Notwithstanding anything contained hereinbefore, it is expressly agreed and understood that the Lessor shall be entitled to terminate the lease at the risk and the cost of the lessee in the event of violation if any, of the provisions hereof by the lessee which is not rectified within a period of ninety (90) days of a notice issued in this behalf by the Lessor.

i) If the Lessee commits any breach or violates any provision of this Lease Agreement, the Lessor may, without prejudice to its right to terminate the Lease, impose appropriate penalty on the Lessee depending upon the nature/ magnitude of breach/ violation. Such penalty may be imposed after giving a reasonable opportunity to the Lessee to present his case.

j) After the expiry or earlier termination of lease if the Lessee continues to occupy the Leased Premises such occupation shall be unauthorized and, without prejudice to the right of the Lessor to evict the Lessee for such unauthorized occupation, the Lessee shall be liable to pay compensation for wrongful use and occupation at three times the then prevailing yearly lease rate till vacant possession is obtained. In the case of upfront leases, the yearly rate would be determined on pro-rata basis.

k) Upon expiry or termination of the lease for any reason whatsoever, if the lessor decides not to re-auction the land, the lessee shall remove the structures erected/existing or other improvements made by him/it on the leased premises without any claim to compensation whatsoever and restore the leased premises to its original condition, within three months or such further time as permitted by the lessor. However, if the lessor decides to re-auction the land, the land will be put to tender-cum-auction with the Right of First Refusal (RoFR) extended to the existing lessee upon confirming that he/it is not in default. The existing lessee shall be allowed to match the H-1 bid. Any structures constructed by the existing lessee will be valued by a third party valuer to be agreed upon by the lessor and the existing lessee. The successful bidder has to remit the value of the structures which would be passed on to the existing lessee in case he/it is not the successful bidder, after adjusting any dues payable to the lessor. If there are no successful bids for the land, the existing lessee shall remove all structures at his/its own cost within three months or such further time as permitted by the lessor. If the existing lessee does not remove the structures or restore the leased premises to its original condition as required and within the time prescribed, then the lessee will not be entitled to remove the building thereafter, and the building would vest with the lessor without any right to compensation to the lessee, and the lessor would be entitled to deal with the building as its own, or at its discretion the lessor shall have the right to remove the said structures and restore the leased premises to its original condition, and recover the cost of such removal and restoration and any other amounts that may be due from the existing lessee from the sale of materials, and balance, if any, from the existing lessee.

5.

a) It is agreed between the parties that notwithstanding any other provisions herein contained, subject to Six (6) months prior notice by the Lessor, the Lessor shall be entitled to cancel the lease either in respect of the whole leased premises or any part thereof, with improvements thereon, if any, before the expiration of the lease period specified herein if the leased premises or part thereof, is required for Port's development purposes / activities and in that event, the Lessee shall be entitled to corresponding remission of the Lease Rent where applicable and compensation payable will be worked out by the Chief Engineer, Cochin Port Authority in accordance with the formula provided in (b) below, in respect of the buildings and fixtures, if any, which at any time during the currency of the lease may have been erected or affixed by the Lessee upon the leased premises. Provided, however, that in case of any dispute between the parties hereto regarding the rate or quantum of compensation payable under the aforesaid provision, the decision of the Board of the Lessor shall be final and binding. In case of such cancellation of lease by the Lessor for Port's development purposes / activities, after paying compensation, the Lessee shall execute and register a release deed in respect of the buildings/fixtures in favour of the Lessor within a period of 3 months from cancellation of lease. The Lessor is entitled to enforce execution of such release deed through Court of law, if necessary.

b) It is also agreed between the parties that notwithstanding any other provisions herein contained, at the time of termination or expiry of the Lease, as provided herein, if the Lessor requires the buildings or other fixtures erected on the land for its Port's development purposes / activities or otherwise, the Lessor shall be entitled to take over the same by paying compensation in respect of the same to the Lessee on the basis of the following formula. Provided, however, that in case of any dispute between the parties thereto regarding the rate or quantum of compensation payable under the aforesaid provision, the decision of the Board of the Lessor shall be final and binding.

Formula prescribed for payment of Compensation

$$DV = R + \frac{(E-R)\ (L-A)}{}$$

$$DV = E - (E - R) \times \frac{A}{L}$$

DV = Depreciated Value

E = Present Day Cost

R = 10% of E.

L = Assessed Life

A = Present Age

c) It is distinctly agreed that the Lessees shall not claim or be entitled to any compensation whatever except as regards buildings and fixtures not removed by the Lessees from the leased premises in compliance with a request in writing by the Lessor.

d) The Lessor shall be entitled to allow any public utility services such as electric posts, or cables, water supply, sewer lines, drains, sanitary lines or telegraph post or cables, to be taken through the leased premises and the Lessees shall not be entitled to any compensation in respect of the same, including compensation, if any, relating to the space occupied by such public utility services. Provided, that while allowing such public utility services to be taken through the leased premises, only the minimum possible hindrance shall be caused to other structures in the leased premises.

6.

a) It is also agreed that the terms "the Lessor" and "the Lessee" herein used shall, unless inconsistent with the context will include in the case of the former his/its successors in office and assigns and in the case of the latter permitted assigns.

b) The tender document and all the correspondence exchanged between the Lessor and the Lessee as detailed below shall form part and parcel of this lease agreement and shall be binding on both the parties.

i
ii
iii
iv

7.

The Schedule above referred to:

Registration District	:	Ernakulam
Registration Sub District	:	
Taluk	:	
Firka	:	
Village	:	
Desom	:	
Survey No.	:	
Sub Division No.	:	
Area (hectares)	:	
Limit	:	Corporation of Cochin
Tenure	:	Lease

DESCRIPTION

All the piece and parcel of land situated on _____

BOUNDARIES
South:
West:
North:
East:
The plan above referred to is appended.

IN WITNESS whereof the common seal of the Board of MAJOR PORT AUTHORITY of Cochin Port has been affixed and the Secretary of the Cochin Port Authority for and on behalf of the Board of MAJOR PORT AUTHORITY of Cochin Port has signed and the Lessees have executed those presents on the day and year first above written.
The common seal of the Board of MAJOR PORT AUTHORITY of Cochin Port has been affixed and the Secretary of the Cochin Port Authority for and on behalf of the Board of MAJOR PORT AUTHORITY of Cochin Port has signed in the presence of:

Witness (1)

(2)

The duly constituted attorney of the Lessee has signed, in the presence of:

Witness (1)

(2)

The document is typewritten :
The document is prepared by :
Correction and interlineations :

10. Supplementary Deed Format

(Applicable only for Annual Leases)

THIS SUPPLEMENTARY DEED, is made on the …….. day of …….. Two thousand and ……. BETWEEN THE BOARD OF MAJOR PORT AUTHORITY OF COCHIN PORT, a Body corporate under the Major Port Authorities Act, 2021 represented by its …… Shri……. Son of……..aged……. years residing on Willingdon Island, Thoppumpady Village, Cochin Taluk, Ernakulam District, Kerala State (hereinafter called "the Lessor") of the one part;
AND……
……..
…….. (hereinafter called "the Lessee") of the other part:

WHEREAS, the lessor and lessee had executed and registered lease deed No. dated ….before the Sub-registrar office, …..for leasing …. ha of land for a period of ….. years and as per clause …. In case, at any time during the lease period, the annual lease rent quoted by the bidder along with the escalation on approved rate undergoes upward revision due to the revision of the Scale of Rates (SoR) by the TAMP or any other Competent Authority, the lessee shall execute and register a supplementary deed to the registered lease deed, for the period covered by such revision, for the enhanced rent only.

And whereas the Competent Authority or TAMP has notified the SoR for the period from …. to …….. and the differential lease rents to be paid by the lessee to the lessor for the above period is Rs…….. The additional stamp duty for such differential sum, for the above period is calculated as Rs. …..and this supplementary deed is executed for endorsing such enhanced value.

IN WITNESS whereof the common seal of the Board of MAJOR PORT AUTHORITY of Cochin Port has been affixed and the ……. of the Cochin Port Authority for and on behalf of the Board of MAJOR PORT AUTHORITY of Cochin Port has signed and the Lessees have executed those presents on the day and year first above written.

The common seal of the Board of MAJOR PORT AUTHORITY of Cochin Port has been affixed and the ……. of the Cochin Port Authority for and on behalf of the Board of MAJOT PORT AUTHORITY of Cochin Port has signed in the presence of:

Witness: (1)
(2)

The duly constituted attorney of the Lessee has signed, in the presence of:

Witness (1)
(2)

11. Proforma of Joint Venture/Consortium Agreement

This Joint Venture /Consortium Agreement is made and entered into on this …….. day of ……..XXXX by and between (i) M/s. …(**Name of the firm to be filled in**)……., (ii) M/s……(**Name of the firm to be filled in**)….., ……..,(iii) M/s……(**Name of the firm to be filled in**) primarily for the lease of land under the Cochin Port Authority.

All the partners of the Joint Venture /Consortium hereinafter individually referred to as the parties and collectively as the 'Joint Venture/Consortium'.

1.0 Formation of Joint Venture/Consortium

1.1. (i) M/s…… (**Name of the firm to be filled in**) is engaged in …….(**Details of activities undertaken by the party**)
(ii) M/s…… (**Name of the firm to be filled in**) is engaged in …….(**Details of activities undertaken by the party**)
(iii) M/s…… (**Name of the firm to be filled in**) is engaged in …….(**Details of activities undertaken by the party**)

1.2. On behalf of Board of MAJOR PORT AUTHORITY of Cochin Port (hereinafter referred to as "Lessor"), the Secretary, Cochin Port Authority has invited bids for lease of ……..(hereinafter referred as "the lease").

1.3. The parties have been exploring together the ways and means of collaboration for the purpose of an offer to be made for the said lease of land by the Cochin Port Authority and have mutually agreed to enter into a Joint Venture/Consortium Agreement to submit a common bid for the lease and to take over the land in the event of award of the contract, in association with each other and **(……Name of Partner to be filled in……)** shall be the Lead Partner and (i) (……**Name of Partner to be filled in**……), (ii) (……**Name of Partner to be filled in**……),……. shall be the other partner(s).
NOW THEREFORE IT HAS BEEN AGREED TO BETWEEN THE PARTIES AS FOLLOWS

1.4. The Joint Venture/Consortium will be known as…….(……**Name of JV to be filled in**……) ……and shall consist of (i) (……**Name of the firm to be filled in**……) is the Lead Partner, (ii) (……**Name of the firm to be filled in**……), iii) (……**Name of the firm to be filled in**……), ……. ……., parties to the present agreement.

1.5. The recitals are true and correct and form an integral part of this agreement and are representations of the parties to which they relate and have been relied upon by the parties to enter into the present agreement.

1.6. Notwithstanding the date of signature of this agreement, its effective date will be the date of submission of bid.

1.7. All costs incurred by the parties before the date of award of contract will be borne by the parties concerned. After award of the contract, the party shall form a legal entity under Indian Companies Act 2013, LLP or registered partnership firm in which the JV/Consortium partners making the bid shall hold shares in the same proportion as mentioned in the JV/Consortium Agreement, within 30 days from the receipt of intimation from Cochin Port Authority to the effect that the JV/Consortium is the successful bidder and further correspondence will be with the legal entity.

1.8. The Joint Venture/Consortium will be dissolved and this agreement will cease on formation of the legal entity.

1.9. The lease, if awarded by the Lessor, allotment order shall be issued in the name of (….**Name of JV/Consortium to be filled in**…..) and the lease deed shall be signed by legally authorised signatories of the legal entity, subsequently formed.

1.10. All theparties of the JV/Consortium shall be jointly and severally liable during the bidding process and the Annexures of the Tender Document shall be signed by the legally authorised signatory of the JV/consortium members and shall be uploaded along with the tender.

1.11. The financial contribution of each partner to the JV/Consortium operation shall be:
(i) M/s…… (**Name of the partner to be filled in) - ……..**

(ii)M/s…… (**Name of the partner to be filled in**) - ……
(iii)M/s…… (**Name of the partner to be filled in**) - ……

1.1. The parties hereto agreed that each of them shall duly and properly perform all the functions and all costs related to the lease.

1.13. The parties hereto shall be at liberty to enter into liaison work/correspondence with statutory and local authorities as the circumstances warrant individually or collectively.

1.14. It is hereby agreed and undertaken that, all the parties are jointly and severally liable to the "Board" of Cochin Port Authority for the performance of the contract (lease).

1.15. The Lead Partner shall be authorized to act on behalf of the JV/Consortium.

1.16. All the correspondences between the Lessor and the JV /Consortium shall be through the Lead Partner.

1.17. We all the partners hereby authorize the Lead Partner to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process.

1.18. In the event of default of the Lead Partner, it shall be construed as default of the Bidder and Lessor shall be entitled to take action under relevant clause(s) of the Department Bid Document.

The parties hereto have mutually agreed to the terms and conditions set forth herein above and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper execution of tender and formation of legal entity, in the event of award of lease to the JV/Consortium and have affixed their signature in this indenture on this the …….day of …….XXXX.

(i) Signature
Name
Designation seal
&
Common seal of the firm

(ii) Signature
Name
Designation seal
&
Common seal of the firm

(iii) Signature
Name
Designation seal
&
Common seal of the firm

……
……
……
Witness 1
Witness 2

12. Format of Price bid

(to be filled up online)

S. No	Description of land / plot number.	Area(ha)	Reserve Price of Annual Lease Rent (excluding GST) (Rs.)	Annual Lease Rent offered for the plot (excluding GST) in Rs.	
				In figures	In words
(1)	(2)	(3)	(4)	(5)	(6)
1	Land along Marar Road (Unit-3)	0.116 (28.66 cents)	2,85,262		
2	Land along KPK Subramanian Road(Kinship) (unit-8)	0.081 (20.00 cents)	2,48,990		
3	Land along Marar Road(kinship) (Unit-9)	0.47 (116.10 cents)	14,44,750		
4	Land along GV Iyyer Road(MO Devassia) (Unit-10)	0.1372 (33.90 cents)	3,37,395		
5	Land along IG Road(Cochin Steamer Agents Assn) (Unit-11)	0.0607 (15.00 cents)	1,86,588		
6	Land at EDC Jn. Along Milne Road (Indian Potash Ltd.) (Unit-12)	0.3269(80.75 cents)	8,03,896		