COCHIN PORT TRUST

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E-TENDER FOR LEASE OF 10 OFFICE SPACES IN VARIOUS COCHIN PORT BUILDINGS AT W/ISLAND FOR A PERIOD OF 10 YEARS ON MONTHLY LICENSE BASIS WITH PAYMENT OF ONETIME NON-REFUNDABLE PREMIUM AS TENDER VARIABLE ON TENDER CUM AUCTION BASIS

(e-Tendering Mode)
Website: www.cochinport.gov.in
www.mstcecommerce.com

TENDER No: MSTC/BLR/COCHIN PORT TRUST/7/WILLIGDON ISLAND/17-18/6685

GENERAL ADMINISTRATION DEPARTMENT
ESTATE DIVISION
COCHIN PORT TRUST
COCHIN - 682 009

17/07/2017

COST OF TENDER DOCUMENT: Rs.525/- (500 + 25 GST)

COCHIN PORT TRUST

C O N T E N T S

Sl. NO.	DESCRIPTION	PAGES
1	Notice Inviting Tenders	3-4
2	Instructions on e-tendering procedures	5-10
3	Part-1-Technical Bid- Instructions to tenderers	11-17
4	General conditions of tender	18-20
5	Special conditions to be satisfied by the bidders	21
6	Profile of the tenderer (Annexure -1)	22-23
7	Lease deed format (Annexure-2)	24-30
8	Evaluation Criteria (Annexure-3)	31
9	Declaration by the Tenderer/Bidder (Annexure –4)	32
10	Format of Power of Attorney (Annexure-5)	33
11	Documents to be uploaded (Annexure-6)	34
12	Format for Solvency Certificate (Annexure-7)	35
12	Part-2 –Price Bid- Schedule-A	36
13	Location & Floor plans	attached separately

COCHIN PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
(ESTATE DIVISION)
COCHINï 9
Phone: 0484-2666412, 2582103 Fax: 0484-2668163
Tender No. MSTC/BLR/COCHIN PORT TRUST/7/WILLIGDON ISLAND/17-18/6685 Dated: 17/07/2017

SECTION-1
NOTICE INVITING TENDERS (NIT)

1.1. e-tenders on behalf of the **Board of Trustees of Cochin Port**, in the prescribed form, in TWO BID system **(Part-1, Technical Bid & Part -2, Price Bid)** are invited from tenderers for **"Lease of 10 office spaces in various Cochin Port Buildings at W/Island for a period of 10 years on monthly license basis with payment of onetime non-refundable premium as tender variable on Tender cum Auction basis".** The bids should be submitted in accordance with the Instructions to Tenderers, General Conditions of Tender etc. as enumerated in the tender documents.

1.2. Tender Document and corrigendum/addendum/clarifications if any will be hosted in the websites of Cochin Port Trust www.cochinport.gov.in and MSTC www.mstcecommerce.com , **however Bid documents and extension or any other notice /corrigendum/addendum/clarifications if any, may be downloaded from MSTC websites only**. Bidders are advised to visit the websites regularly.

1.3. Reserve Price, Cost of tender documents & Earnest Money Deposit (EMD)

Sl. No	Description of office unit with name of building and floor	Area of the office unit tendered in M^2	Cost of tender document including GST @ 5% in (Rs)	EMD in (Rs)	Reserve Price in (Rs)
(1)	(2)	(3)	(4)	(5)	(6)
	OFFICE UNITS FOR FRESH ALLOTMENT				
	F)PUC No:8-(Ex-Port Workers Building, near old Mattancherry bridge), I.G.road				
1	Ground Floor- Unit-1	15.50	525/-	5,000.00	16,379.00
	G)PUC No:9- (Ex-Travancore Rayons Building, near to Casino Hotel), G.V.Iyyer road				
2	Ground Floor-Unit-3	37.00	525/-	7,900.00	39,099.00
	H)PUC No:10- (Ex-SJNTBuilding), cross road of K.P.K.Menon road				
3	Ground Floor-Unit-2	7.00	525/-	5,000.00	7,397.00
4	Ground Floor-Unit-3	7.00	525/-	5,000.00	7,397.00
	P)Marine Building (Second Floor), Malabar road				
5	Second Floor-Unit-1	200.00	525/-	42,300.00	2,11,344.00
6	Second Floor-Unit-2	180.00	525/-	38,100.00	1,90,210.00
7	Second Floor-Unit-3	180.00	525/-	38,100.00	1,90,210.00
8	Second Floor-Unit-4	220.00	525/-	46,500.00	2,32,478.00
9	Second Floor-Unit-5	120.00	525/-	25,400.00	1,26,806.00
	Q)PUC No. 22(Ex- Cochin Ivory Building), Milne road				
10	Second Floor-Unit-2	25.00	525/-	5,300.00	26,418.00

1.4. **Tenders without Cost of Tender Documents and EMD will be summarily rejected. If a tenderer wishes to quote for more than one unit, the cost of tender document payable shall be Rs. 525/- (500 + 25 GST) only. In other words, there is no need to pay separate tender document cost for each quoting units.**

1.5. SCHEDULE OF TENDER (SoT):

a	E tender No.(System generated)	MSTC/BLR/COCHIN PORT TRUST/7/WILLIGDON ISLAND/17-18/6685
b	Mode of Tender	E tender System by online (Part I ï Technical Bid and Part II - Price Bid) through http://www.mstcecommerce.com of MSTC Ltd. The intending bidders are required to submit their offers electronically as per following schedules through e-tendering portal. No tender shall be accepted by the office of CoPT, if submitted by hard copy, except the documents specifically called for by the Sr. Asst. Estate Manager/Dy. Chief Mechanical Engineer (Estate Division), Cochin Port Trust (CoPT).
c	Dates on which NIT is available to download.	From 24/07/2017 to 25/08/2017
d	Queries, if any, to be sent by e mail	01/08/2017
e	Date and Time of Off line Pre-Bid meeting.	02/08/2017 at 11.00 Hrs.
f	Likely date of uploading the addendum if any	04/08/2017
g	Date of starting of e-tender for submission of online technical bid and price bid at http://www.mstcecommerce.com	From 11/08/2017
h	Date of closing of online e tender for submission of technical bid & price bid.	Upto 14:30 Hrs on 25/08/2017
i	Date and time of opening of Part-I (Technical Bid)	At 15:00 hrs on 25/08/2017
j	Date & time of e- auction and opening of Part-II (i.e. Price Bid)	Shall be informed separately at appropriate time to the technically qualified bidders.

1.6. The Process involves Electronic Bidding for submission of Technical Bid as well as Price Bid. **The bidder has to register with MSTC, e – tender portal which is free of cost and should possesses at least Class II signing type digital certificate for submitting their bid.**

Sd/-

Secretary
Cochin Port Trust
For and on behalf of the Board of Trustees of the Cochin Port Trust

COCHIN PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
(ESTATE DIVISION)
COCHINï 9
Phone: 0484-2666412, 2582103 Fax: 0484-2668163
Tender No. MSTC/BLR/COCHIN PORT TRUST/7/WILLIGDON ISLAND/17-18/6685 Dated: 17/07/2017

PART-I, TECHNICAL BID
SECTION-2

2. INSTRUCTIONS ON e –TENDERING PROCEDURES

2.1. This is an e tender event of CoPT. The e -tender service provider is MSTC Limited, 225C, A.J.C Bose Road, Kolkatta-700 020.

2.2. Tenderers willing to participate in this tender are required to go through the entire tender document.

1. **Process of e tender**:

(A) Registration

(i) The process involves registration of bidders with **MSTC e – tender portal which is free of cost**. For this purpose any willing bidder is required to apply on line through the MSTC website www.mstcecommerce.com as per details given in this tender document.

(ii) Only after registration, the bidder(s) can submit his/their bids electronically. Electronic bidding for submission of technical bid as well as Price bid over the internet will be done. The bidder should possesses at least Class II signing type digital certificate.(Bids will not be recorded without digital signature)

(iii)Any willing bidder not yet in possession of at least Class-II signing type digital certificate, would be required to be obtain the same at their own cost and arrangement prior to participation in the instant tender.

(iv) Bidders are to make their own arrangement for bidding from a PC connected with internet. Neither CoPT nor MSTC shall be responsible for making such arrangement.

SPECIAL NOTE: BOTH PRICE BID & TECHNICAL BID ARE TO BE SUBMITTED ONLINE AT www.mstcecommerce.com

1) Bidders are required to register themselves online with www.mstcecommerce.com Ÿ Port Lease PropertyŸ CoPTŸ Registration Ÿ Register as Buyer Ÿ Filling in details and creating own user-id and passwordŸ Submit.

2) Bidders will receive a system generated mail confirming their registration in their e-mail id which will be provided during filling in the registration form. This e mail shall be forwarded to the contact persons of MSTC as mentioned below. Bidders are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem. In case of any clarification, bidders are advised to contact CoPT/MSTC(before the schedule time of the e ï tender).

Contact Person Cochin Port Trust

1.Sri. Jose C Kappen Dy.Chief Mechanical Engineer Estate Division, Cochin Port Trust	2.Smt. Emily.P.David Sr.Asst. Estate Manager Estate Division, Cochin Port Trust

	Cochin-682009 Phone Number-04842582127 Email id: joseck@cochinport.gov.in Cochin-682009 Phone Number-0484 2582103 Email id: emili@cochinport.gov.in **Contact Person MSTC** 1. Sri. Vikas Kumar Phone Number- 080-22260054/22266417/22379145 Email id: **vkumar@mstcindia.co.in** 2.Sri. Arnab Sarkar Phone Number- 080-22260054/22266417/22379145 Email id: **asarkar@mstcindia.co.in** (B)System Requirement i) Windows 7 /Windows8 Operating system ii) IE-7 and above internet browser (iii) Signing type digital signature (iv)JRE Software to be downloaded and installed in system. To enable ALL active X controls and disable �e pop up blockerô under Tools-Internet Options- customs level. **For details, refer to the "Vendor Guide" and a video guide available under "View Video" Link**.
2	**Format of Bid** (A) Part I Technical Bid: Will be opened electronically on specified date and time as given in the Tender Notice. **Bidder(s) cannot witness electronic opening of bid since the same is not a public event**. (B) Part II Price Bid: All the Technically qualified bidders shall have to participate in the e ï auction for which date and time will be intimated separately. Once the e ï auction amongst the qualified tenderers is over, Price Bids of those bidders shall be opened electronically. Thereafter, the highest rate amongst all the rates received through the e-auction and Price Bids shall be accepted as H1 bid for the tender for the concerned plot. All entries in the tender (both Technical Bid and Price Bid) should be entered online without any ambiguity. **Note:** (i) Any necessary notice/addendum/extension notice/corrigendum to the tender would also be hosted in the e-tendering portal of M.S.T.C under the ñ**Notification**ò Link. (ii) e-tender cannot be accessed after the due date and time mentioned in this Tender Notice unless extended further with due notice in the website. (iii) Unit of Measure (UoM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupees as per UoM indicated in the e-tender floor/tender document.
3	**Remittance of Cost of Tender & EMD** Bidder(s) are advised to remit payment towards cost of tender and EMD in the manner stated hereafter and verify completion of transaction in respect of remittance of the same. In case of failure to do so far any reason, the bidder will not be eligible to submit bid and CoPT will not be responsible on this account. The remittance of cost of tender documents and EMD can be made through

	following options: a. NEFT/ RTGS: The payment can be made through CoPTôs account as follows: State Bank of India, Cochin Port Trust Branch, A/c No.10601197375, IFSC Code ï SBIN0006367. b. Demand Draft/ Bankerôs Cheque/Pay order. The bidder has to make a Demand Draft/ Bankerôs Cheque/Pay-Order favouring **"Financial Advisor & Chief Accounts Officer, Cochin Port Trust"** from a Scheduled/Nationalized bank having their branch in Cochin. In such cases, the original documents (DD/BC) shall be deposited in the tender box placed at the reception area of Administrative building, CoPT, before the due date and time of tender. After making payment by this mode, the bidder would login to the e-Tendering portal of MSTC and shall submit bid on-line by filing 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 on-line bid form. While Cost of Tender Documents is non-refundable for all the bidders, EMD will be refunded by CoPT to the unsuccessful bidder(s), without interest, provided any clause attracting forfeiture of EMD is not applicable. **Refund of EMD.** The Earnest Money Deposit(s) of unsuccessful bidder shall be refunded immediately after conducting the e-auction and that of the successful bidder will be refunded subsequently after issuing allotment order and on remittance of Security deposit and non refundable one time premium as per the allotment order. **The tenderer should furnish their Bank Account details, IFS Code of Bank etc. at the time of remittance of EMD to make the process of refund/release of EMD.** No interest will be allowed on the Earnest Money Deposit from the date of its receipt until it is so refunded.
4	**Submission of on-line Bid.**

4.1	The bidder(s) who have submitted the above fees, can only submit their technical bid and price Bid through internet in MSTC website www.mstcecommerce.com Ÿ **Port Lease Property → CoPT** Ÿ Login Ÿ Click for AuctionsŸ Stage I Bid SubmissionŸ Live Auctions Ÿ Selection of the live eventŸ Techno Commercial and Price Bids.
4.2	The bidder should allow to run 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 run, the bidder will not be able to save/submit their bid and will get the error messages.
4.3	After filling in the Common Terms (Commercial Specifications), bidder should click ósaveô 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 ósaveô 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 ñsaveò to record their price bid. Once both the Technical bid & Price bid are saved, the bidder can click on the ñSubmitò button to register their bid. **Bidder's alertness / duty:**
4.4.1	It is not possible for CoPT to intimate each of the bidders individually at every intermediate stage. As such, all prospective bidders are requested to see the website once again before the due date of tender opening to ensure that they have not missed any extension or any other notice/ corrigendum/ addendum/ clarifications, if any, uploaded against the said tender, after downloading the tender document. The responsibility of downloading the subsequent item, if any, will be the sole responsibility of the prospective bidders.
4.4.2	All correspondence to the bidder(s) after participation in the tender shall be sent by e-mail only during the process till finalization of tender by CoPT. Hence, the bidders are required to ensure that their e-mail ID provided is valid and updated at the stage of their registration with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
4.5	**Uploading of documents:** Bidders are advised to use óAttach Docsô 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.
4.6	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his automatic

	acceptance of all the terms & conditions for the tender including those contained in the extension or any other notice/ corrigendum/ addendum/ clarifications, if any
4.7	**Price Bid submission**: As per Schedule-A
5	**E – Auction** At the stage of e-auction amongst the technically qualified bidders, the bidders shall only quote the onetime non refundable premium for the plot they intended to bid.
6	**Price Bid Opening**
	All the Technically qualified bidders shall have to participate in the e-auction for which date & time will be intimated separately. Thereafter, Price Bid will be opened electronically. It is then that the higher bid out of the highest Price Bid and highest Auction bid shall be accepted as the H1 bid for the tender for the plot concerned.

NOTE

(a) 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 tender , is allowed upto the closing time of the tender

(b) After the closing time of event has passed, no bid will be accepted by the system. Hence, bidders are advised to make final submission of their bids well within time.

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

(d) During the entire e-tender-cum e-auction process, the bidders will remain completely anonymous to one another and also to everybody else.

(e) The e-tender floor shall remain open from the pre-announced date & time and for such duration as mentioned above

(f) All electronic bids submitted during the e-tender process shall be legally binding on the bidder.

(g) CoPT reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, as the case may be, without assigning any reason thereof.

7. Prior Registration with MSTC for e-bidding:

Before e-payment and bid submission, the bidder shall have to get registered with MSTC **free of Cost.**

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

a. Name of the bidder

b. PAN of the bidder
c. Address of the bidder
d. e-mail id of the bidder [in case the bidder is other than an individual, e-mail id of the authorized representative of the bidder is to be furnished];
e. Mobile No. of the bidder [in case the bidder is other than an individual, Mobile No. of the authorized representative of the bidder is to be furnished];
f. Status of the bidder (individual, proprietor, partnership firm, company, joint venture, others (to specify if others)
g. Fax No. of the bidder (optional) [in case the bidder is other than an individual, Fax No. of the authorized representative of the bidder is to be furnished];
h. Land Phone No. of the bidder(optional) [in case the bidder is other than an individual, Land Phone No. of the authorized representative of the bidder is to be furnished];

8. On completion of formalities for such registration by the bidders, the system of MSTC shall assign a unique registration number to the bidder. The same shall by default be transmitted to the aforesaid e-mail of the bidder.

9. Now the bidder in possession of unique registration number provided by MSTC and also otherwise in possession of *digital signature for signing, is eligible to make necessary payment of the cost of tender documents and EMD by **off-line** or **online** mode. In both the cases, the bidders are required to remit the cost of tender documents and EMD separately for easy identification of the respective amounts deposited by each bidder.

* ***those not yet having digital signature are required to obtain the same of their own in order to participate in this tender.***

COCHIN PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
(ESTATE DIVISION)
COCHIN – 9
Phone: 0484-2666412, 2582103 Fax: 0484-2668163

Tender No. MSTC/BLR/COCHIN PORT TRUST/7/WILLIGDON ISLAND/17-18/6685 Dated: 17/07/2017

PART-1, TECHNICAL BID
SECTION –3
3. INSTRUCTIONS TO TENDERERS

3.1 SCOPE OF TENDER:

3.1.1 e- tenders on behalf of the **Board of Trustees of Cochin Port**, in **two stage system** are invited from tenderers for **lease of 10 office spaces in various Cochin Port Buildings at W/Island for a period of 10 years on monthly license basis with payment of onetime non-refundable premium as tender variable on Tender cum Auction basis.** List of office spaces available are detailed in price bid (**Schedule-A**) of this tender document**.**

3.1.2 Office space shall be leased to tenderers in **'as is where is'** condition and the successful tenderer shall repair/modify the space allotted suitably for offices with the approval of the Civil Engineering Department of the Port.

3.1.3 The allotment of office spaces is considered for activities as per MPT Act, 1963 and **for Port related Activities like Export/Import, Steamer Agency, CHA's, Stevedores, Ship supply, Banking/Insurance sectors, Transporters, Clearing and Forwarding agents, Handling agents, CoPT contractors and also consignees/Agents operating at Cochin Port or other Major Ports in India etc.** The tenderers should indicate the purpose for which the office unit is availed in **Annexure -1** of this tender document. **The tenderers are required to quote the onetime non-refundable premium for each unit separately in SCHEDULE-A.** Tenderers can quote for one unit, two units or the entire units.

3.1.4 The tenderers are required to quote the **one-time non-refundable premium for each unit separately if intends to quote for more than one unit.**

3.1.5 The tendering will be on the basis of Tender cum Auction process. The tenderers should submit bids including the price bid under two bid system. **The tenderers shall participate in an e - auction process.** Separate auction will be conducted for each unit. After the completion of the **auction** process, the **price bid** submitted by the tenderer will be opened. The tender will be awarded to the tenderer who have offered highest onetime non refundable premium in auction process or through price bid submitted online, if Port is satisfied with the bid amount of the highest tenderer and subject to compliance of other conditions of the tender: ie; the tender will be awarded to the highest tenderer after taking into consideration of the highest bid offered by him in Auction or through Price Bid.

3.1.6 **<u>Taxes will be applicable for one-time non-refundable premium</u>**. The successful tenderer shall remit the onetime non-refundable premium to the Port after award of the lease.

3.1.7 The successful tenderer also has to pay the monthly license fee for each unit as per the Scale of Rates approved by the TAMP plus Goods Services Tax (GST) as per rules. **The Scale of Rates (SOR) will undergo revision after every five (5) years from the date of last revision by TAMP i.e 21/08/2016 and the monthly charges will be based on the then existing Scale of Rates.**

3.1.8 The base rate of monthly charges for office accommodation as on 21-08-2016 is **Rs. 174.00/- per M^2 and the rate will be enhanced annually (1st April) with cumulative escalation of 2%.** The present rate (FY 2017-18) is **Rs. 176.12/- per M^2 per month plus Service Tax as applicable.**

3.1.9 The successful tenderer should **also deposit an amount <u>equal to twelve months</u>** rental charges for office accommodation **for the lease period of 10 years as Security Deposit**, which will be refunded on expiry of lease period without any interest.

3.2 <u>QUALIFYING CRITERIA</u>

3.2.1 The bidders wish to participate in the tender must fulfill the following requirements and bids of only those who fulfill these requirements shall be considered for detailed evaluation and auction.

3.2.2 The bidder shall be a proprietary firm, partnership firm, a private or public limited company or joint venture or consortium registered in India having an average annual turnover of 30% of the total license fee for the 10 years of allotment. They should produce any of the following duly attested supporting documents along with the tender as proof for financial eligibility corresponding to the office unit which the bidder intends to bid and shall be uploaded.

3.2.2.1 Copies of audited annual accounts / profit and loss accounts / balance sheet, accompanied with auditorôs report for the past three financial years authenticated by a chartered accountant, having an average annual turnover equivalent to three years license fee or more, corresponding to the office unit which the bidder intends to bid. In case the bidding entity is not in existence for the last 3 years, the average annual financial turnover of the entity should be equal to or more than the above said amount for the period of their existence.

OR

3.2.2.2 Solvency Certificate issued from the Bank certifying that the bidder can be treated as good for any engagement upto the average annual turnover amount which is equivalent to three years license fee or more for the office unit applied.

OR

3.2.2.3 Copies of income tax return for the past three financial years; having an average annual turnover equivalent to three years license fee or more.

3.2.3 The average annual financial turnover of the entity should be equal to or more than the following said amount for the period of their existence.

Sl. No	Description of office unit with name of building and floor	Area in M^2	Average annual turnover required in (Rs) for the last three years
(1)	(2)	(3)	(4)
	F)PUC No:8-(Ex-Port Workers Building, near old Mattancherry bridge),I.G.road		
1	Ground Floor- Unit-1	15.50	98,275.00
	G)PUC No:9- (Ex-Travancore Rayons Building, near to Casino Hotel), G.V.Iyyer road		
2	Ground Floor-Unit-3	37.00	2,34,592.00
	H)PUC No:10- (Ex-SJNTBuilding), cross road of K.P.K.Menon road		
3	Ground Floor-Unit-2	7.00	44,382.00
4	Ground Floor-Unit-3	7.00	44,382.00
	P)Marine Building (Second Floor), Malabar road		
5	Second Floor-Unit-1	200.00	12,68,064.00
6	Second Floor-Unit-2	180.00	11,41,258.00
7	Second Floor-Unit-3	180.00	11,41,258.00
8	Second Floor-Unit-4	220.00	13,94,870.00
9	Second Floor-Unit-5	120.00	7,60,838.00
	Q)PUC No. 22(Ex- Cochin Ivory Building), Milne road		
10	Second Floor-Unit-2	25.00	1,58,508.00

3.3 DULY SIGNED DOCUMENTS TO BE UPLOADED ALONG WITH TENDER

3.3.1 Audited annual accounts / profit and loss accounts / balance sheet for the past three financial years **OR;** Solvency Certificate issued from the Bank **OR;** IT returns for the past three financial years.

3.3.2 PAN/TAN certificate.

3.3.3 Goods Services Tax (GST) registration certificate/code, if applicable.

3.3.4 Partnership Deed or Certificate of Incorporation in case the tenderer is a company.

3.3.5 VAT/Service Tax registration certificate, if applicable.

3.4 COST OF TENDER DOCUMENTS:

The tender documents has been hosted in CoPT website www.cochinport.gov.in and MSTC website www.mstcecommerce.com from 24/07/2017 to 14:30 Hrs. on 25/08/2017. Interested tenderers may download the tender document from the said websites. **The intending tenderers should submit the tender cost amounting to Rs.525/- (Rupees five hundred and twenty five only) including GST @ 5% alongwith their offer otherwise their offer will be summarily rejected. The cost of tender is non-refundable. For participation in the tender MSTC website may only be used.** The procedure for submission of tender cost may be followed as detailed in, Section-2 of Instructions on e-tendering Procedures, clause ï 3.

3.5 SUBMISSION OF TENDER:

3.5.1 The documents to be uploaded shall be duly filled as required, signed and stamped on all pages. Tender shall be submitted online before the due date and time for receipt of tender.

Last date and time for submission of completed online tenders will be up to **14:30 Hrs. on 25/08/2017.** CoPT may at its discretion extend the date for receipt of tenders.

3.6 <u>The tenderer should note the following conditions carefully and comply with the same before submitting the tender. In case the following conditions are not complied with, the tender is liable to be rejected.</u>

3.6.1 <u>EARNEST MONEY DEPOSIT(s) (EMD)</u>

3.6.1.1 The tenders, which are submitted without EMD(s), will be considered as non-responsive and is summarily, liable for rejection.

3.6.1.2 The Earnest Money Deposit of unsuccessful tenderers shall be refunded immediately after placing allotment order on the successful tenderers. **The tenderer should furnish their Bank Account details, IFS code of Bank etc. by means of a cancelled cheque of their bank, at the time of remittance of EMD so as to make the process of refund/release of EMD(s) faster**.

3.6.1.3 The EMD(s) of successful tenderers will be refunded after remittance of the non-refundable one time premium plus Goods Services Tax (GST) as applicable and twelve months rental charges as per Scale of rate which shall be payable as non- interest bearing refundable security deposit as per allotment letter.

3.6.1.4 No interest will be allowed on the Earnest Money Deposit(s) from the date of its receipt until it is so refunded.

3.6.2 <u>THE EMD SHALL BE FORFEITED:</u>

3.6.2.1 The Earnest Money shall be forfeited if the tenderer withdraws its offer during the interval between the last date and time of submission of the offer i.e. 14:30 Hrs. on 25/08/2017 or any extension thereof and the expiration of the validity period of the offer including extension thereof.

3.6.2.2 If the tenderer fails to make payment towards the non-refundable one time premium and security deposit as stipulated in the tender/allotment letter.

3.6.2.3 **<u>Earnest Money in respect of the bidders quoting less than the Reserve Price provided in the Price Part and not participating/offering amount less than the Reserve Price, in the auction process also, will be forfeited and the bidders will not qualify.</u>**

3.6.2.4 **<u>Substitution, Withdrawal of Tender:</u>**- The tenderer may substitute or withdraw its offer after submission, before the Due Date and time of submission of offer i.e. 14:30 Hrs. on 25/08/2017 or any extension thereof. No offer shall be substituted or withdrawn by the tenderer after the Due Date and time of submission of offer or any extension thereof.

3.6.3 <u>WITHDRAWAL OR MODIFICATIONS OF TENDER</u>

Any withdrawal or modifications are permitted only on request in writing till last date and time of submission of the Tender or any extension thereof, that means the tender cannot be withdrawn or modified after the last date and time of submission or any extension thereof, and in case the tenderer modifies or withdraws the tender after the last date and time of submission of tender, **<u>EMD will be forfeited</u>.**

3.7 DOCUMENT PRESENTATION

3.7.1 The Tenderers must upload all relevant details, documents etc. as required in the tender and fill in the formats given at Annexure.

3.7.2 The Annexure -1 will be displayed online at the time of submission of e-tender. Same shall be filled online itself. **In addition to the above, the documents mentioned in Annexure -6 shall be uploaded along with submission of tender**.

3.7.3 If any bidder is unable to upload the required documents while submission of e-tender through MSTC website (www.mstcecommerce.com) due to technical reasons, they can submit hardcopy of such documents along with a covering letter stating the reason for the same in a sealed cover super scribing the tender number and name of the tenderer.

3.7.4 If the EMD and cost of tender document are submitted in the form of Demand Draft (DD), the original instruments shall be enclosed in a sealed cover and should be put into the tender box placed in the reception area in the Ground Floor of Administrative Building, Cochin Port Trust prior to the due date and time of submission of tender.

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

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

3.7.7 **The tenderer who wish to quote for more than one unit can submit bids accordingly; provided EMD shall be remitted separately for each unit.**

3.7.8 The tenderer, if so desire, may visit the sites and get them acquainted with necessary data, for the purpose of making responsive offer.

3.7.9 The tenderers are requested to visit the building site and study the conditions before quoting.

3.8 TENDERER'S RESPONSIBILITY.

3.8.1 The tenderer is expected to examine carefully the contents of the tender documents, including but not limited to the terms and conditions in the lease deed format at Annexure-2.

3.8.2 The person who is holding the power of attorney to act on behalf of the organization shall digitally sign and submit the tender through online. The same person shall sign in the submitted hardcopies of documents uploaded also.

3.8.3 The Port Trust shall provide only one power point in each floor at Port Tariff up to the point of the office space if feasible, failing which, the licensee shall make their own arrangements for supply of the same. Each lessee shall apply for separate water connection for their allotted space to the Civil Engineering Department of the Port. Cochin Port shall paint the exterior of the building once in every 5 years.

3.8.4 The Office space will be leased only after obtaining approval of Chairman/Board of Trustees of Port of Cochin.

3.8.5 The area of Office spaces given is approximate and there may be marginal variations. If any difference in the area of office spaces is noticed during handing over of the land, premium will be adjusted on pro-rata basis.

3.8.6 The sketches showing the location and plan of office spaces in the buildings are attached.

3.8.7 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. Any sub-lease

of the leased premises or any part thereof or of the building to be erected thereon or any part thereof shall be treated as unauthorized and shall make the lease liable for termination/cancellation**.**

3.9 AMENDMENT TO TENDER DOCUMENT:

3.9.1 Cochin Port for any reason, whether at his own initiative or in response to tender, may modify the Tender documents by an amendment up to **04/08/2017.**

3.9.2 The amendment in the form of Addendum/Corrigendum will be uploaded to the web-site of Cochin Port Trust/MSTC. Such Addendum/Corrigendum will also form part of the tender document and hence copy of the same shall be submitted by the tenderers along with the tender, duly stamped and signed.

3.9.3 All the bidders who have downloaded the Tender Documents shall verify if any such amendment/modification has been issued, before submitting their bid and shall take cognisance of and include such amendment(s) in their submission. In any case, the amendment(s)/modification(s) if any; shall be binding on the bidders.

3.9.4 The Port Trust may at its discretion extend the deadline for the submission of Tenders to enable prospective Tenderers to take the amendment into account while preparing the Tender.

3.10 SITE INSPECTION

It would be deemed that prior to submission of tender, the tenderer has made a complete and careful study of the existing conditions including but not limited to (a) the site conditions; (b) condition of the building, access road & surroundings and has assessed the extent of the work requirements for the functioning of office, the tenderer has received all such relevant information as it has requested from the Port Trust and it is also deemed that they are fully aware of all the applicable laws and applicable permits pertaining to the purpose for which they intent to use the premises. An inspection of the site will be arranged **on 02/08/2017** after the Pre-Bid meeting Interested tenderers may participate in the site inspection if they so desire.

3.11 DETERMINATION OF RESPONSIVENESS:

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

3.12 EVALUATION AND COMPARISON OF TENDERS:

Only such tenders, as determined to be responsive to the requirements of the tender documents will be considered for opening the Price Bid. The Portôs decision on this shall be final, conclusive and binding.

3.13 VALIDITY OF TENDER:

The tender shall remain valid and open for acceptance for a **period of 120 days** from the date of opening of the tender. The Cochin Port reserves the right to extend the period of validity for a specific period. The request and response thereto shall be made in writing by post/fax/e-mail. The tenderers will have an option to refuse the request without forfeiting their EMD. However,

in the event of the tenderer agreeing to the request, they will not be permitted to modify the tender.

3.14 ACCEPTANCE OF TENDER:

The Port Trust does not bind itself to accept the highest onetime non-refundable premium quoted in the Tender cum Auction process or any other tender, and reserves the right to accept any tender in part or to reject any tender or all tenders without assigning any reasons whatsoever.

3.15 LANGUAGE OF THE TENDER:

The tender submitted by the tenderer and all correspondence and documents relating to the tender exchanged by the tenderer and the Employer shall be written in **ENGLISH LANGUAGE.** Any printed literature, other than in English language, shall be accompanied by an English translation, in which case for purpose of interpretation of the tender, the English translation shall govern.

3.16 PRE-BID MEETING

A pre-bid meeting will be held in the **Conference Hall of Cochin Port Trust at 11.00 Hrs (IST) on 02/08/2017**. Attendance at pre-bid meeting is strongly advised. Should there be any discrepancy in or any doubt or obscurity as to the meaning of any of the tender documents or as to anything to be done or not to be done by the tenderers or any clarification or if any additional information is needed by the tenderers, these shall be set forth in writing and submitted to the Secretary, Cochin Port Trust, well in advance of the date fixed for the Pre-bid meeting. The clarifications provided will be hosted on the website of Cochin Port Trust and MSTC.

SIGNATURE OF TENDERER

COCHIN PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
(ESTATE DIVISION)
COCHIN – 9
Phone: 0484-2666412, 2582103 Fax: 0484-2668163

Tender No. MSTC/BLR/COCHIN PORT TRUST/7/WILLIGDON ISLAND/17-18/6685 Dated: 17/07/2017

SECTION-4

4. GENERAL CONDITIONS OF TENDER

4.1. In the tender (as hereinafter) defined, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

(a) ñ**Cochin Port /CoPT/Employer**ò means Board of Trustees of Port of Cochin, a body corporate established under Section ï 5 of the Major Port Trust Act, 1963, having its principal office at W/Island, Cochin ï 9, India and acting through its Chairman, Dy. Chairman, or the Secretary or any other officers so nominated by the Board.

(b) **"TENDERER(S)** means the person or persons, firm, corporation, consortium or company who submits the óTENDER / BIDô for the subject area.

(c) **"AWARD PRICE**ò means the sum quoted in the tender submitted by the successful tenderer with any modification thereof or addition thereto or deduction there from as may be made under the provisions contained in the Tender Document.

(d) **"OFFICER-IN-CHARGE"** means an officer of CoPT as nominated to be in charge of tender of this assignment by the Secretary, General Administration Department.

(i) Singular and Plural: Words importing the singular only also include the plural and vice versa where the context requires.

(ii) Headings: The headings as mentioned in the Tender Documents shall not be taken into consideration in the interpretation or construction thereof or of the contract.

4.2. Signing of Agreement

On award of lease, the successful tenderer shall execute the **lease deed** in the prescribed Format within the stipulated period on Kerala State Stamp Paper of appropriate value.

4.3. Taxes & Duties

The successful tenderer shall pay all taxes (including goods services tax), levy, duty, etc., which they may be liable to pay to Corporation of Cochin/State of Kerala & Government of India or any other authorities under any law for the time being in force in respect of or in accordance with the execution of lease deed. The successful tenderer shall further be liable to pay such increase in the taxes, levy, duty etc, under the existing law or which may be liable as a result of introduction of any law. Increase in taxes, levy, duty etc., or imposition of new taxes, levy, duty

etc., shall not be a ground or an excuse for not complying with the formalities within the stipulated time or a ground or an excuse for extension of time for completing the lease deed. All such payments to be made by the Tenderer are deemed to have been considered while quoting the tender.

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

4.5. Suspension of Lease

If any of the following events shall have happened and be continuing, the CoPT may, by written notice to the lessee, suspend the Lease.

4.5.1. A default shall have occurred on the part of the lessee in the executing of lease deed.

4.5.2. Any other condition which makes it unable for either party by reason of ñforce majeureò as referred to in Clause 4.6 to successfully carry out the assignment/s or to accomplish the purpose of the contract.

4.6. Force Majeure.

4.6.1. If either party is temporarily unable by a reason of Force Majeure or the laws or regulations of India to meet any of its obligations under the contract, and if such party gives to the other party written notice of the event within 14 days (fourteen days) after its concurrence, such obligations of the party as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues.

4.6.2. Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in clause (4.5.1) above or delays arising from such event;

4.7. Award of lease:

4.7.1. The office space will be awarded to the highest tenderer after taking into consideration both Auction and price bid methods and whichever is higher as per bid evaluation method and accepted by the Port.

4.7.2. In the event of tender being rejected, the óEarnest Moneyô paid with such tender shall be refunded.

4.7.3. If any tenderer emerged as highest tenderer for two or more unit of office spaces, awarding of more than one unit to a single tenderer will be at the sole discretion of the Port.

4.8. Port Trust's right to accept or reject a tender

4.8.1. Notwithstanding anything contained in this tender document, the Port Trust reserves the right to accept a tender or to reject any or all of the tenders and to annul the tendering process at any time prior to award of lease without assigning any reason thereof.

4.8.2. Incomplete tenders or tenders not in the prescribed format and with corrections not attested shall be liable for rejection.

4.8.3. Cochin Port will not take responsibility for any delay in receipt or non-receipt of the tender document.

4.9. Notification of Award

The Cochin Port will issue allotment order to the successful tenderer, directly or through registered post.

4.10. Payment of Onetime Non-refundable Premium and Security Deposit.

4.10.1. The successful tenderer shall pay to the Cochin Port Trust the accepted **onetime non-refundable premium quoted in the tender-cum-auction along with Goods Services**

Tax (GST) as applicable. The successful bidder should also pay **twelve months rental charges** of the unit as per Scale of Rates as non-interest bearing refundable security deposit for the duration of the lease (10 years). The onetime non-refundable premium plus Goods Services Tax (GST) and security deposit shall be paid through e-payment or Demand Draft drawn in favour of the **Financial Advisor & Chief Accounts Officer, Cochin Port Trust,** from State Bank of India or any of its subsidiaries, Nationalized Banks, Scheduled Banks or through e-payment **within 30 days from the date of receipt of notification of award by the successful tenderer. Security deposit shall be valid for a period of 10 years from the date of commencement of lease. Goods Services Tax (GST) will be applicable for one time non-refundable premium. No interest will be allowed on the security deposit from the date of its receipt until it is so refunded. The onetime non-refundable premium will not be refunded under any circumstances.**

4.10.2. Failure of the successful tenderer to comply with the requirement of clause 4.10.1 shall constitute sufficient ground of the annulment of the award and forfeiture of the EMD(s).

4.10.3. The lease period shall commence from the date of taking over of the premises or from the date of expiry of 30 days from the date of the receipt of notification of award from Cochin Port Trust, by the successful tenderer, whichever is earlier.

4.10.4. The Office space will be handed over to the successful tenderer only on payment of the one- time non-refundable premium quoted by them along with security deposit as in clause 4.10.1.

4.10.5. Subsequently the lessee shall pay the monthly charges for office accommodation on or before 10th of every month. Goods Services Tax (GST) will be applicable for the charges. **This will continue till completion of lease period.**

4.11. Execution of Lease deed.

The successful tenderer shall execute lease deed in the format at **Annexure-2 within 180 days from the date of taking over of the office space.** All the cost and expenses for executing of lease deed shall be borne by the successful tenderer

4.12. The tenderer shall make a thorough study of the scope of the tender mentioned in the document and for further details he may consult the Sr.Asst. Estate Manager/Dy. Chief Mechanical Engineer (Estate) of this department or other persons authorized by him, before bidding.

4.13. The Sr.Asst. Estate Manager/Dy. Chief Mechanical Engineer (Estate) is the nominated officer and in-charge of this tender.

4.14. The prices quoted in the bid shall only be in Indian rupees.

4.15. The successful tenderer shall work in close association with the various departments of Port Trust, if required.

4.16. Changes in constitution of firm: In the case of a tender by partners, any change in the constitution of the firm shall be forthwith notified by the tenderer to the Secretary, Cochin Port Trust for his/her information.

4.17. Canvassing in connection with the tenders is strictly prohibited and tenders submitted by the tenderers who resort to canvassing will be liable to rejection.

SIGNATURE OF TENDERER

COCHIN PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
(ESTATE DIVISION)
COCHIN – 9
Phone: 0484-2666412, 2582103 Fax: 0484-2668163

Tender No. MSTC/BLR/COCHIN PORT TRUST/7/WILLIGDON ISLAND/17-18/6685 Dated: 17/07/2017

SECTION –5
5. SPECIAL CONDITIONS TO BE SATISFIED BY THE BIDDERS

5.1. The lease period shall be 10 years from the date of taking over of the office space or from the date of expiry of 30 days from the date of the receipt of notification of award from Cochin Port Trust by the successful tenderer, whichever is earlier. If the allotted office space is not taken over by the successful tenderer within 30 days from the date of receipt of notification of award, the allotment is liable for cancellation.

5.2. The tenderer should specify the purpose for which the office space will be utilized in **Annexure- 1.**

5.3. The lessee shall obtain all statutory clearances as may be required as per law from the concerned department.

5.4. The lessee shall follow all safety norms as may be prescribed by the competent authority.

5.5. If any alterations or modifications are required in the leased area, the successful tenderer should take permission from Secretary of Cochin Port Trust.

5.6. The leased area should be kept clean, tidy and hygienic during the entire period of lease.

5.7. The lessee shall take adequate precautions against fire hazards and anti- social activities.

5.8. Welding and cutting in any of the structures will not be permitted.

5.9. The lessee shall make good at his cost any damage or loss to any of the Port structures.

5.10. The land area if any, in and around the building will be under the possession of Cochin Port and the successful tenderer should not construct any permanent/temporary structure without the prior permission of Cochin Port.

5.11. The lessee should ensure that all waste generated during the lease period should be properly packed and disposed off. The waste should not be thrown in to the nearby water body.

5.12. The lessee should keep a harmonious relationship with the other occupants of the building/ nearby lessees.

5.13. All the conditions mentioned in the draft lease deed format attached (Annexure-2) shall be binding to the successful bidder.

SIGNATURE OF TENDERER

ANNEXURE-1

COCHIN PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
(ESTATE DIVISION)
COCHIN – 9
Phone: 0484-2666412, 2582103 Fax: 0484-2668163

Tender No. MSTC/BLR/COCHIN PORT TRUST/7/WILLIGDON ISLAND/17-18/6685 Dated: 17/07/2017

PART-I, PROFILE OF THE TENDERER
(To be filled up online)

1	(a)Name of the tenderer.	
	b(i) Address for communication	
	b(ii)Address of local/ branch office if any.	
	(c) Reference of Communication mode.	
	(i) Telephone	
	(ii) Fax	
	(iii) e mail	
	(d) Date of incorporation and commencement of business of tenderer	
	(e) PAN details	
	(f) GST Registration details	
	(g) Current IT Return details	
	(h) Professional tax Challan details	
	(i) Service Tax/VAT Reg.Code	
2	Brief Description of the tenderer & Purpose for which office unit is utilized	
3	Details of the existing business of the tenderer in the Port with details including years of operations of the existing business , the extent it involves/is dependent on Port based activities, etc. along with cargo details handled (attach separate sheet/details ,if required)	

4	If there is any tie up with foreign companies, please furnish details	
5	Are you prepared to meet the expenses towards the development of the office space and surroundings, including necessary electrification, water supply, drainage etc.	
6	Requirement of power (apprx in kilowatts)	
	Requirement of water (apprx in litres)	
7	Annual Turnover of the firm for the past 3 FY ending 31st March 2017. 2014-15 2015-16 2016-17	

Date: _____ ----------

(S i g n a t u r e)

Place: _____

(Designation & Seal of Office)

Enclosures: _____Nos.

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ANNEXURE -2

COCHIN PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
(ESTATE DIVISION)
COCHIN – 9
Phone: 0484-2666412, 2582103 Fax: 0484-2668163

Tender No. MSTC/BLR/COCHIN PORT TRUST/7/WILLIGDON ISLAND/17-18/6685 Dated: 17/07/2017

LEASE DEED FORMAT FOR BUILT-UP-SPACE (MONTHLY LICENCE FEE WITH PREMIUM)

THIS DEED OF LEASE, made the é é é é é .. day of é é é é é é .. Two thousand and é é é é é é é é . BETWEEN THE BOARD OF TRUSTEES OF THE PORT OF COCHIN, a Body corporate under the Major Port Trusts Act, 1963 having its office at W/Island, Cochin-9 represented by its é é é é é é é é é é é é Shri.é é é é é é é é . Son ofé é é é é é é é é é é é é é ..agedé é é é . years residing at Willingdon Island, Thoppumpady Village, Cochin Taluk, Ernakulam District, Kerala State (hereinafter called ñthe Lessorò) of the one part; ANDé é é é é é é é é é é é é é

dated 21th August, 2016 for Covered Space ï Office Accommodation and increased by 2% annual cumulative increment) with 2% annual cumulative increment in the license fee after every financial year. The base rate of license fee will undergo upward revision after every block of five (5) years from the base year based on the then existing Scale of Rates. If the base license fee is not revised after the first block of five years then the Lessor shall be entitled to revise the same at any time thereafter. The Lessee shall be liable to pay any increased fee calculated on the basis of the Scale of Rates approved by TAMP from time to time.

c) The Lessee has deposited with the Lessor as Security Deposit towards fee an amount of Rsé é é é é é é (Rupeesé é é é é é é é é é é é é é é é .only) equivalent to 12 months( ) current license fee, 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 license fee or other amounts due to the Lessor and/or damages to the building/structure, at the time of handing over vacant possession of the demised premises on the expiry or termination of the Lease.

d) The fee for every month, at the rates as per Scale of Rates (SoR), should be paid in advance to the Ports Financial Advisor & Chief Accounts Officer by the Lessee, on or before the 10th day of every month.

e) If the Lessee defaults in payment of the fee 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.

f) The Lessee shall from time to time and at all times during the said term, pay and discharge all rates, taxes, charges towards electricity and water, and assessments of every description now subsisting, including arrears, or which may at any time hereafter during the said term, be imposed, charged or assessed upon the demised premises.

g) 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.

h) If the Lessee makes default in payment of the lease rent, electricity & water charges, cargo and vessels 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.

i) The Lessee shall execute and get registered the lease deed within six (6) months from the date of handing over of the demised premises by the Lessor.

2.

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

b) Any rearrangements of the allotted space of the building shall be done by the lessee without damaging the structural strength of the building and only after prior approval of the competent authorities of the Civil Engineering Department.

c) If the Lessee does not or is not able to utilize the entire area of the demised premises, the portion of the demised premises not required by him should be surrendered without any liability for payment of compensation. If the Lessee fails to surrender the unutilised portion of the leased building, the Lessor shall have the right to repossess without any claim for compensation whatsoever, the whole or part of the portion of the demised premises left unutilized and use the same in any manner deemed expedient by the Lessor.

d) 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.

e) This lease shall be governed by provisions of the Major Port Trusts Act, 1963, 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.

f) The Lessee shall at all times during the subsistence of the lease maintain the demised premises in good sanitary/hygiene condition and repair, and keep the building(s) in good and tenantable condition. If the Lessee fails to do so, the Lessor may arrange for execution of necessary works to maintain the demised premises in good sanitary condition and the Lessor shall be entitled to recover the costs incurred for the execution of such works from the Lessee.

g) The Lessee shall not obstruct or suffer to be obstructed the entrances, doorways, passages, or staircase.

h) The Lessee will pay the Lessor for any damage done by him/it or his/its Employees/workers or agents during the lease period, to any property of the Lessor or the demised premises or buildings.

i) The Lessee shall not carry on any offensive trade or unlawful business in the leased premises and not place or keep or permit to be placed or kept on the demised premises any offensive, dangerous or highly inflammable or explosive material or any other article or things, which may constitute a danger, nuisance or annoyance to the demised or surrounding premises or the owners or occupiers thereof.

j) The Lessee shall carry on his business in the demised premises without causing nuisance or annoyance to the demised or surrounding premises or the owners or occupiers thereof.

k) The Lessee shall keep the Lessor indemnified at all times 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 demised premises by the Lessee during the period of lease.

l) The Lessee shall display his business address in front of the building in which the demised premises is located in the manner required by the Lessee. However, no hoarding or advertisement board shall be erected in the demised premises without the written permission of the Lessor.

m) The Lessee shall permit the Lessors and their authorized agents to enter the demised premises at any time and inspect the same.

n) The lessee shall not assign, transfer, underlet or otherwise sublease the demised premises. Any sub-lease of the demised premises shall be treated as unauthorized and shall make the lease liable for termination/cancellation.

3.

a) The Lessor shall at all times during the subsistence of the lease shall endow with external painting for every block of five (5) years.

The Lessor hereby agrees that the Lessee observing all the aforesaid conditions shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Lessor.

4.

a) The Lessee may terminate the lease at any time before the expiry of the lease period on giving six months prior notice in writing to the Lessor or six monthôs license fee at the then prevailing time, in lieu thereof**.**

b) On expiry of the lease period the Lessee shall deliver possession of the demised premises restored to its former condition.

c) 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 part of building and re-possess it, as if this lease had not been granted, and thereupon this demise shall absolutely determine and the Lessee shall be entitled within three calendar months from the date of such re-entry to remove all structures/ partitions and fixtures which at any time during the currency of this lease shall have been erected or affixed by the Lessee upon the leased building without any claim to any compensation whatsoever.

d) The Lessor shall be entitled to cancel/terminate the lease before expiry of lease period if the Lessee does not execute the lease deed within six (6) months from the date of handing over of the demised premises by the Lessor.

e) 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.

f) After the expiry or earlier termination of lease if the Lessee continues to occupy the demised 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 monthly license fee applicable as per the then prevailing Scale of Rates (SOR) of the Lessor for office space irrespective of whether space was originally allotted on premium, till vacant possession is obtained.

g) Upon expiry or termination of the lease for any reason whatsoever, the Lessee shall remove the structures/ partitions erected or other improvements made by him/it on the Demised premises without any claim to compensation whatever and restore the demised premises to its original condition, within such time as directed by the Lessor. If the Lessee does not remove the structures / fixtures or restore the leased building to its original condition as required and within the time prescribed, the Lessor shall have the right to remove the said improvements and fixtures and restore the demised premises to its original condition and the cost of such removal and restoration shall be realized from the security deposit or the balance, if any, from the Lessee. In case there is any amount left from the sale price of the materials so removed, after realization of the cost of removal and restoration referred to herein, the same may be utilized by the Lessor for recovery of any other amounts that may be due to the Lessor from the 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 building or any part thereof, with improvements thereon, if any, before the expiration of the lease period specified herein if the leased building or part thereof, is required for Portôs 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 Trust 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 building, 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.

b) It is distinctly agreed that the Lessees shall not claim or be entitled to any compensation

6. It is also agreed that the terms ñthe Lessorò and ñthe Lesseeò herein used shall, unless in- consistent 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.

SCHEDULE

A total built up area of approximately …… square metres of the … floor in the building premises bearing Door No. …,…. Road Willingdon Island, containing the following fixtures.

a) .. nos. Ceiling fans
b) .. Nos. single tube box tubelights
c) .. No. Washbasin, .. western type closet and .. Indian type closet
d) .. wall cupboards

Bounded on the North by ..
East by ..
South by
West by

é é . square metres of plinth area on é é é é .. floor in Port Users Complex No é é é . on é é . Road, Willingdon Island

The plan above referred to it appended.

IN WITNESS whereof the common seal of the Board of Trustees of Port of Cochin has been affixed and the Chief Engineer of the Cochin Port Trust for and on behalf of the Board of Trustees of the Port of Cochin has signed and the Lessees have executed those presents on the day and year first above written.

The common seal of the Board of Trustees of Port
of Cochin has been affixed and the Chief
Engineer of the Cochin Port Trust for and on behalf

of the Board of Trustees of the Port of Cochin 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:

ANNEXURE -3

COCHIN PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
(ESTATE DIVISION)
COCHIN – 9
Phone: 0484-2666412, 2582103 Fax: 0484-2668163

Tender No. MSTC/BLR/COCHIN PORT TRUST/7/WILLIGDON ISLAND/17-18/6685 Dated: 17/07/2017

PART-I, EVALUATION CRITERIA

1. While quoting for this tender, the óReserve onetime premium for that office space in Rupees shall be displayed automatically by the system on-screen in the Price Schedule format.
2. Then the bidder shall only fill in the onetime premium amount (lumpsum). The quoted amount shall not be less than the óReserve Priceô. It is impressed upon the bidder that bid without premium in the manner stated therein is an incomplete bid.
3. Immediately, the system shall display the final quoted total onetime Premium with taxes extra thereon.
4. No hard copy of filled in format of the price schedule shall be entertained
5. After the closing date of bid submission, e auction, shall take place with the reserve price as the floor price for e auction. Date & time of e-auction will be intimated to all bidders through e-mail/phone.
6. In case a bidder does not participate in the e- auction, his only bid will be that given in the Price Schedule format.
7. No Auction shall however be held in case of receipt of only one valid bid for any office space.
8. Price Bids of the technically qualified bidders shall be opened after the e -auction is over.
9. The bidder having given the highest final bid (after considering price given in the Price Schedule and that, obtained through e auction) amongst all the bidders, shall be accepted as the successful bidder.
10. All taxes, as may be applicable from time to time shall be payable extra above the final bid amount, if accepted by CoPT as the highest received bid.
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.
12. In case of submission of any bid within eight minute 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 automatically closed and no further bidding will be allowed by the system.

ANNEXURE -4

COCHIN PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
(ESTATE DIVISION)
COCHIN – 9
Phone: 0484-2666412, 2582103 Fax: 0484-2668163

Tender No. MSTC/BLR/COCHIN PORT TRUST/7/WILLIGDON ISLAND/17-18/6685 Dated: 17/07/2017

PART-I, DECLARATION BY THE TENDERER/BIDDER

(To be filled up, signed with seal, scanned, uploaded and attached)

1. I/We, _____ (Name of tenderer/bidder) having examined the Tender Document (No. MSTC/BLR/COCHIN PORT TRUST/7/WILLIGDON ISLAND/17-18/6685) and fully understood its content including the Instructions on e-tendering procedures, Instructions to tenderers, General conditions to be satisfied by bidders & special conditions to be satisfied, Evaluation criteria, hereby submit the Tender for allotment of CoPT office space measuring about é ...m^2 of space at.....in W/Island on ñas is where isò basis for .....purpose through tender-cum-auction.
2. I/We accept all the terms & conditions of the Tender Document (No. MSTC/BLR/COCHIN PORT TRUST/7/WILLIGDON ISLAND/17-18/6685)
3. I/We have deposited requisite Earnest Money and Tender Document Cost for the said tender as per procedure mentioned in Schedule of Tender.
4. I/We submitted copies of the required documents as mentioned at Annexure ï 6 of the tender document.
5. I/We have quoted the rate of onetime non refundable premium in Price Bid (Schedule-A) not below the Reserve Price.
6. 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.
7. I / We declare that:-
   a. I / We have examined and have no reservations to the Tender Document issued by CoPT thereon.
   b. I / We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.
8. I / We understand that CoPT 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.
9. I / We hereby undertakes that we will abide by the decision of CoPT in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by CoPT in this regard.

Date

Witness Signature of the bidder with office seal

Sl. No.	Name	Address	Signature

ANNEXURE -5

COCHIN PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
(ESTATE DIVISION)
COCHIN – 9
Phone: 0484-2666412, 2582103 Fax: 0484-2668163

Tender No. MSTC/BLR/COCHIN PORT TRUST/7/WILLIGDON ISLAND/17-18/6685 Dated: 17/07/2017

FORMAT FOR POWER OF ATTORNEY
(REGARDING AUTHORISING SIGNATORY OF THE TENDERER)

(To be downloaded, filled up, signed with seal, scanned and uploaded)

Dated :

POWER OF ATTORNEY

To whomsoever it may concern

Mr. _____(Name of the Person(s), domiciled at _____(Address), acting as _____ (Designation and name of the firm), and whose signature is attested below, is hereby authorized on behalf of _____(Name of the tenderer) to provide information and respond to enquiries etc. as may be required by the Cochin Port Trust or any governmental authority in connection with Cochin Port Trust's Tender No. MSTC/BLR/COCHIN PORT TRUST/7/WILLIGDON ISLAND/17-18/6685 and is hereby further authorized to sign and file relevant documents in respect of the above.

(Attested signature of Mr._____)

For _____(Name of the Tenderer)

For _____(Name of the Tenderer)

[To be submitted on a Non judicial Proper Value Stamp Paper]

ANNEXURE -6

COCHIN PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
(ESTATE DIVISION)
COCHIN – 9
Phone: 0484-2666412, 2582103 Fax: 0484-2668163

Tender No. MSTC/BLR/COCHIN PORT TRUST/7/WILLIGDON ISLAND/17-18/6685 Dated: 17/07/2017

PART-I , DOCUMENTS TO BE UPLOADED
(Documents to be filled up, signed with seal, scanned, uploaded and attached)

Following documents for meeting the pre-qualification criteria should be uploaded by the Bidder along with offer otherwise their offer may be rejected:

i) Declaration by the Tenderer/Bidder ï Annexure-4 of tender document

ii) Power of Attorney; if applicable (Annexure-5)

iii) Applicable certificates & documents as indicated below [duly signed].

(a) Audited annual accounts / profit and loss accounts / balance sheet for the past three financial years OR; Solvency Certificate issued from the Bank (Annexure -7) OR; IT returns for the past three financial years

(b) Valid Trade License.

(c) GST registration certificate/code.

(d) IT PAN/TAN as applicable.

(e) VAT/ Service Tax registration certificate, if applicable

(f) Partnership Deed or Certificate of Incorporation in case the tenderer is a Company.

(g) Other documents, which the tenderer wants to submit (duly signed).

ANNEXURE -7

COCHIN PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
(ESTATE DIVISION)
COCHIN – 9
Phone: 0484-2666412, 2582103 Fax: 0484-2668163

Tender No. MSTC/BLR/COCHIN PORT TRUST/7/WILLIGDON ISLAND/17-18/6685 Dated: 17/07/2017

FORMAT FOR SOLVENCY CERTIFICATE

(To be filled up, signed with seal, scanned and uploaded)

Dated :

This is to certify that to the best of our knowledge and information é é é é é é é é é é é .(Name of the Person(s), domiciled at é é é é é é é é é é é .(Address), a customer of a bank is respectable and can be treated as good for any engagement upto limit of Rs. _____ (Rupees é é é é é é é é é é é é é é é é é only).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

MANAGER é é é é é é é é é é é é é é é é é é ..Bank

SEAL

NOTE: This certificate may be issued on the letter head of the bank and addressed to the Secretary, General Administration Department (Estate division), Cochin Port Trust.

SCHEDULE -A

COCHIN PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
(ESTATE DIVISION)
COCHIN – 9
Phone: 0484-2666412, 2582103 Fax: 0484-2668163

Tender No. MSTC/BLR/COCHIN PORT TRUST/7/WILLIGDON ISLAND/17-18/6685 Dated: 17/07/2017

PART-II, PRICE BID

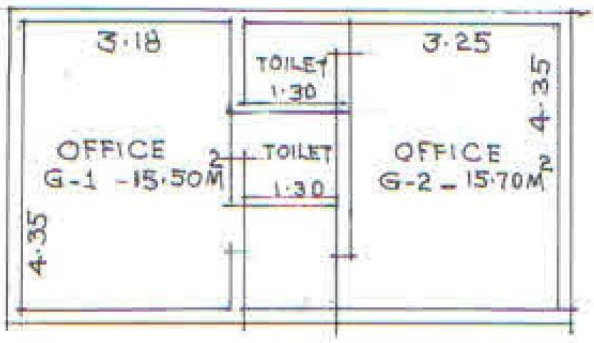
SCHEDULE OF ONE TIME NON REFUNDABLE PREMIUM

Sl. No	Description of office unit with name of building and floor	Area in M^2	Reserve Price as onetime non-refundable premium in (Rs)	One time non-refundable premium offered for the unit (excluding service tax) in Rs.
(1)	(2)	(3)	(4)	(5)
	OFFICE UNITS FOR FRESH ALLOTMENT			
	F)PUC No:8-(Ex-Port Workers Building, near old Mattancherry bridge), I.G.road			
1	Ground Floor- Unit-1	15.50	16,379.00	
	G)PUC No:9- (Ex-Travancore Rayons Building, near to Casino Hotel), G.V.Iyyer road			
2	Ground Floor-Unit-3	37.00	39,099.00	
	H)PUC No:10- (Ex-SJNTBuilding), cross road of K.P.K.Menon road			
3	Ground Floor-Unit-2	7.00	7,397.00	
4	Ground Floor-Unit-3	7.00	7,397.00	
	P)Marine Building (Second Floor), Malabar road			
5	Second Floor-Unit-1	200.00	2,11,344.00	
6	Second Floor-Unit-2	180.00	1,90,210.00	
7	Second Floor-Unit-3	180.00	1,90,210.00	
8	Second Floor-Unit-4	220.00	2,32,478.00	
9	Second Floor-Unit-5	120.00	1,26,806.00	
	Q)PUC No. 22(Ex- Cochin Ivory Building), Milne road			
10	Second Floor-Unit-2	25.00	26,418.00	

Date: **Signature of Tenderer**

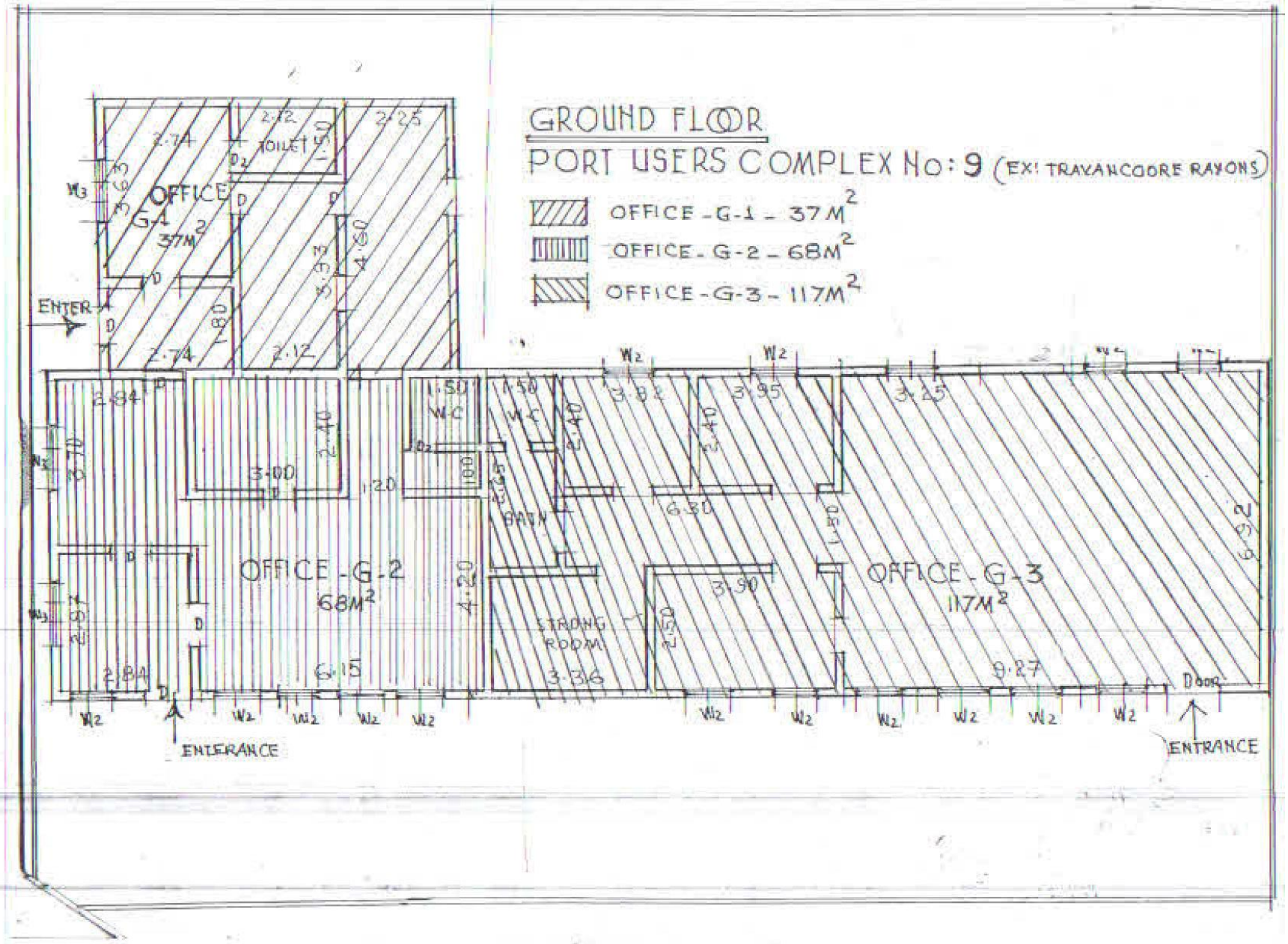
Note:

1) óPrice Bidô shall contain rates of One-time Non-refundable Premium only and no conditions whatsoever. Any condition imposed in `Price Bidô shall make the bid liable for outright rejection.
2) Earnest Money in respect of the bidders quoting less than the Reserve Price provided in the Price Part and not participating/offering amount less than the Reserve Price, in the auction process also, will be forfeited and the bidders will not qualify.
3) If any difference in the area of office unit noticed during handing over of the unit, premium will be adjusted on pro-rata basis.



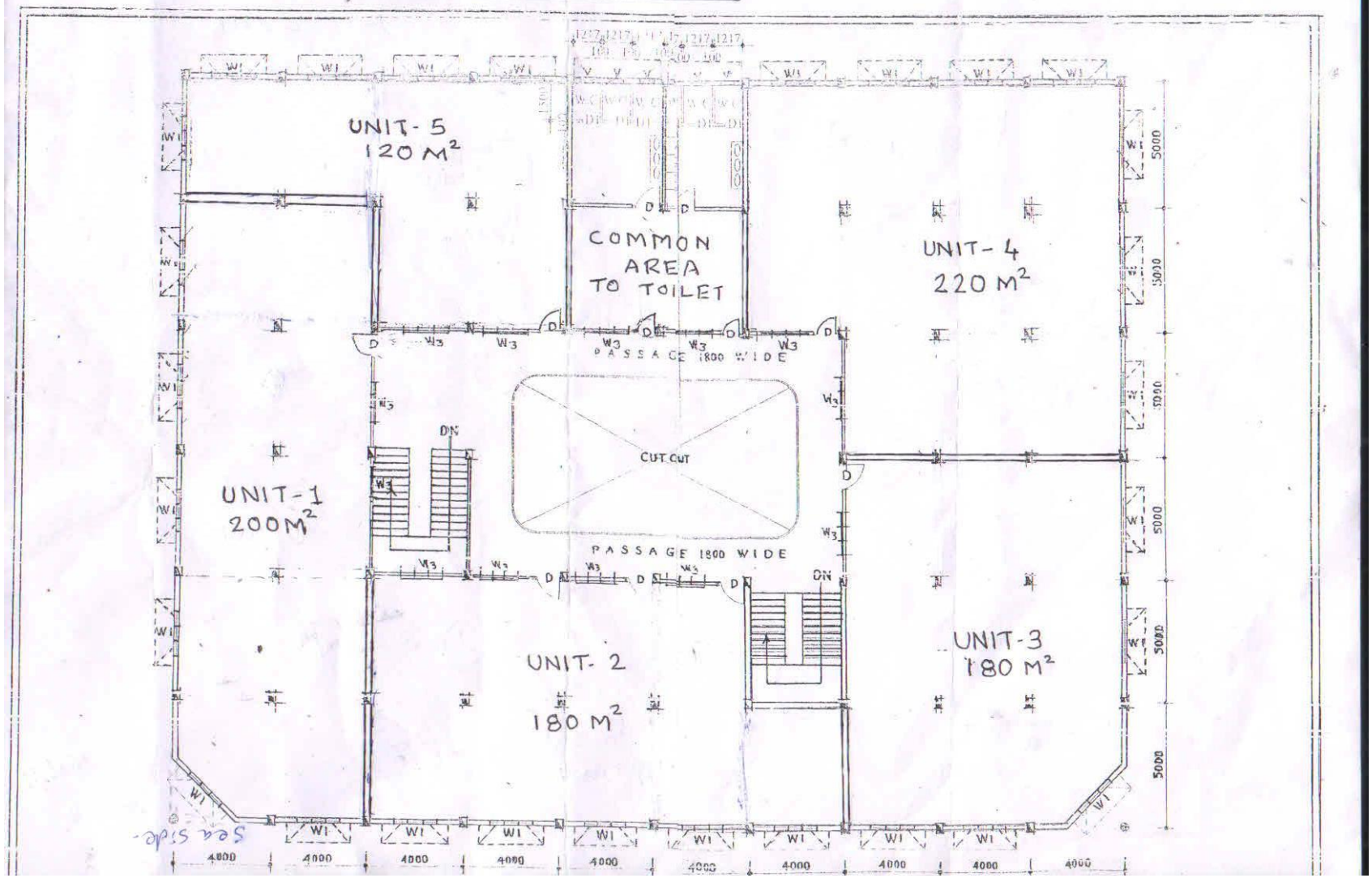
GROUND FLOOR PLAN

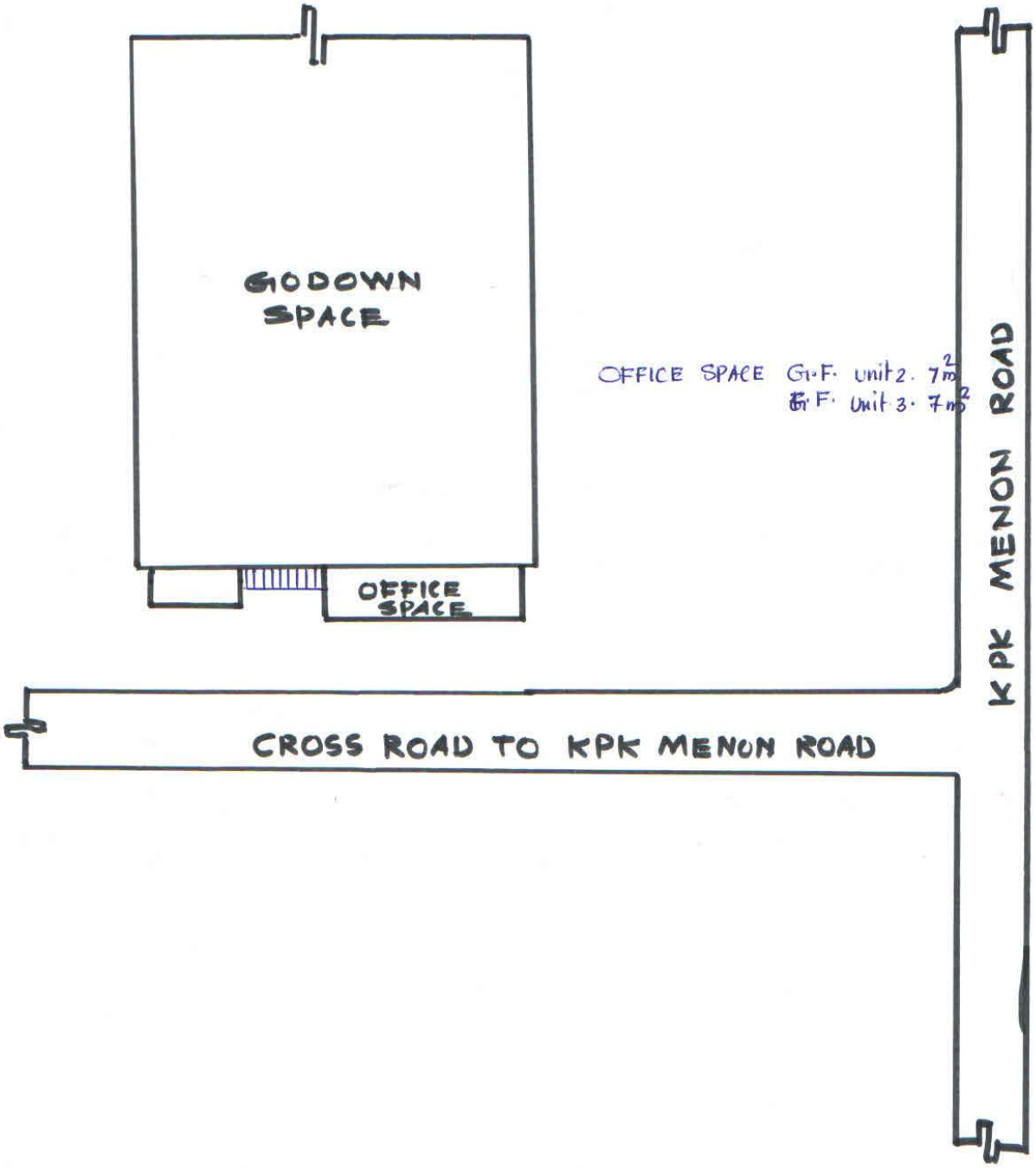
PORT USERS COMPLEX No: 8 (OLD PORTWORKS CIVIL SECTION BLDG.)


GROUND FLOOR
PORT USERS COMPLEX No: 9 (EX: TRAVANCOORE RAYONS)
OFFICE - G-1 - 37M²
OFFICE - G-2 - 68M²
OFFICE - G-3 - 117M²
OFFICE G-1 37M²
TOILET
ENTER
OFFICE - G-2 68M²
W.C
BATH
STRONG ROOM
OFFICE - G-3 117M²
ENTRANCE
DOOR
ENTRANCE

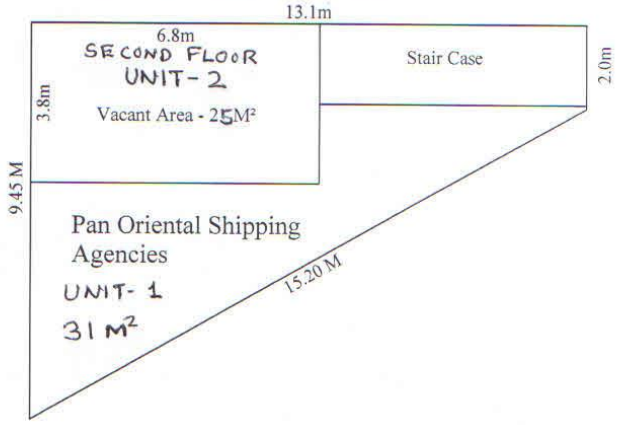
SKETCH SHOWING THE AREA AT MARINE BUILDING

SECOND FLOOR PLAN

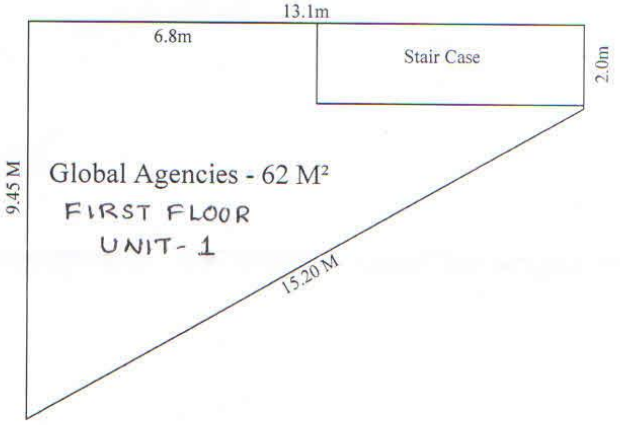



GODOWN SPACE
OFFICE SPACE
OFFICE SPACE G.F. unit 2. 7m²
F.F. Unit 3. 7m²
KPK MENON ROAD
CROSS ROAD TO KPK MENON ROAD

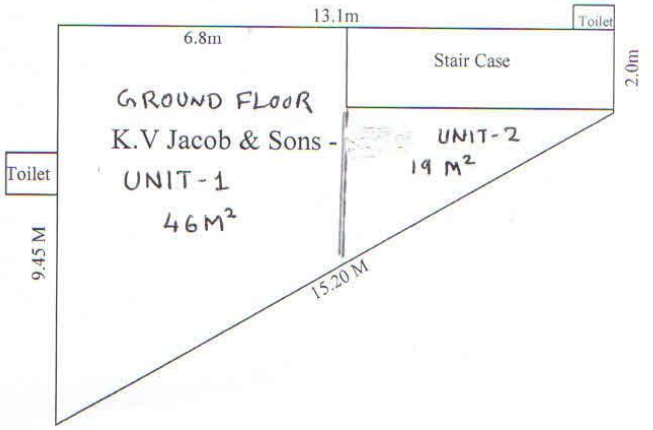
PUC oppposite to Ernakulam Wharf



S.F Plan



F.F Plan



G.F Plan