



**COCHIN PORT TRUST**

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**E-Tender Document for  
Lease of 0.255 ha (63 cents) of Land at Fort Kochi for Commercial/Non-Port Based  
Development like Hotel/Hospitality Activities on Upfront Payment Basis for a period of 30  
years on Tender Cum Auction Method  
(TECHNICAL BID)**

**(e-Tendering Mode)**

**Website: [www.cochinport.gov.in](http://www.cochinport.gov.in)**

**[www.mstcecommerce.com](http://www.mstcecommerce.com)**

**Tender No. MSTC/BLR/COCHIN PORT TRUST/15/WILLIGDON ISLAND/19-20/19362**

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

**Cost of Tender Documents- Rs.10,500/-  
(10,000 + 500GST)**

**COCHIN PORT TRUST**  
**GENERAL ADMINISTRATION DEPARTMENT**  
**(ESTATE DIVISION)**  
**COCHIN – 9**  
**Phone: 0484-2582100, 2582127, Fax: 0484-2668163**

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**GENERAL ADMINISTRATION DEPARTMENT**  
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**COCHIN – 9**

Phone: 0484-2582100, 2582127, Fax: 0484-2668163

**PART I –TECHNICAL BID**

Tender No. MSTC/BLR/COCHIN PORT TRUST/15/WILLIGDON ISLAND/19-20/19362 Dated: 19.09.2019

SECTION-1

**1. NOTICE INVITING TENDER (NIT)**

- 1.1. e- tender under two bid system (Part-I **Technical Bid & Part –II, Price Bid**) are invited on behalf of the Board of Trustees of Cochin Port for “**Lease of 0.255 ha (63 cents) of Land at Fort Kochi for Commercial/Non-Port Based Development like Hotel/Hospitality Activities on Upfront Payment Basis for a period of 30 years on Tender Cum Auction Method**”.
- 1.2. Tender Document and corrigendum/addendum/clarifications, if any, will be hosted in the websites of Cochin Port Trust [www.cochinport.gov.in](http://www.cochinport.gov.in) , MSTC [www.mstcecommerce.com](http://www.mstcecommerce.com) and Central Public Procurement Portal (CPPP). **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. Pre-Contract Integrity Pact (IP) shall cover this tender throughout its various phases, and IP would be deemed as a part of the tender through an appropriate provision. The bidder should submit ‘**Pre-Contract Integrity Pact**’ (**Annexure-5**) to be executed between the bidder and Cochin Port Trust along with the Bid. Bids not accompanied with duly signed “**Pre-Contract Integrity Pact**” **will be rejected.** IP would be implemented through the Independent External Monitor (IEM), Sri. P.R.Ravikumar, IRS (Retd), Akshath, No.84, First Avenue, Kumaranasan Nagar, Elamkulam (PO), Ernakulam – 682 020.
- 1.4. The bidders shall give an undertaking that they have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid as per proforma at **Annexure-7**. The Bidders shall disclose any payments made or proposed to be made to any intermediaries in connection with the bid as per proforma at **Annexure-8**. In case no payment is made or not proposed to be made a ‘Nil’ statement shall be enclosed.
- 1.5. **Minimum Qualification Criteria (MQC) required to participate in the tender:** The bidder should be a Firm or Company or Joint Venture or Consortium having an average annual financial turnover for the last 3 years ending on 31<sup>st</sup> March 2019 as stipulated in the ‘Instructions to the bidders’ in the Tender Document. 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.
- 1.6. **Bidding criteria:** The land shall be allotted to the bidders, who quote the highest upfront payment for the land in the price bid or in the auction. Taxes will be applicable for upfront payment. The successful bidder shall remit the upfront payment to the Port after award of the lease.

## 1.7. Reserve Price, Cost of tender documents &amp; Earnest Money Deposit (EMD)

Description of Land	Extent of area	Cost of Tender Document (in Rs)	EMD (in Rs)	Reserve Price (in Rs)	Depreciated cost of building (Rs.)
Land at Fort kochi	0.255 ha (63 cents)	10,500/-	2,70,000	7,13,20,250	41,62,897

**1.7.1. Tenders without Cost of Tender Documents, EMD and Pre-contract Integrity Pact duly signed will be rejected.**

## 1.8. SCHEDULE OF TENDER (SoT):

a	E tender No.(System generated)	MSTC/BLR/COCHIN PORT TRUST/15/WILLIGDON ISLAND/18-19/19362
b	Mode of Tender	E tender System by online Part I (Technical Bid) and online Part II (Price Bid) through <a href="http://www.mstcecommerce.com">http://www.mstcecommerce.com</a> 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 Secretary, Cochin Port Trust (CoPT).
c	Dates on which NIT is available to download.	From 19.09.2019 to 19.10.2019
d	Queries, if any, to be sent by e mail	26.09.2019
	Date and Time of Off line Pre-Bid meeting.	27.09.2019 at 14.30 Hrs.
e	Likely date of uploading the addendum if any	03.10.2019
f	Date of starting of e-tender for submission of online technical bid and price bid at <a href="http://www.mstcecommerce.com">http://www.mstcecommerce.com</a>	From 04.10.2019
g	Date of closing of online e-tender for submission of technical bid & price bid.	Up to 14.30 Hrs on 19.10.2019
h	Date and time of opening of Part-I(Technical Bid)	At 15.00 hrs on 19.10.2019
i	Date & time of e- auction	Shall be informed separately at appropriate time to the technically qualified bidders.

1.9. 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 possess 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)**

COCHIN – 9

Phone: 0484-2582100, 2582127, Fax: 0484-2668163

Tender No. MSTC/BLR/COCHIN PORT TRUST/15/WILLIGDON ISLAND/19-20/19362 Dated: 19.09.2019

**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. Bidders willing to participate in this tender are required to go through the entire tender document.

<p>1. <b>Process of e tender:</b>  <b>(A) Registration</b>          (i) The process involves registration of bidders with <b><u>MSTC e – tender portal which is free of cost.</u></b> For this purpose any willing bidder is required to apply on line through the MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> 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. <u>The bidder should possess at least Class II signing type digital certificate.(Bids will not be recorded without digital signature)</u>          (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.  <b>SPECIAL NOTE: BOTH PRICE BID &amp; TECHNICAL BID ARE TO BE SUBMITTED ON LINE AT <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a></b>          1) Bidders are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> Port Lease Property → CoPT → Registration → Register as Bidder → Filling in details and creating own user-id and password → 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. <b><u>Bidders are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem.</u></b> In case of any clarification, bidders are advised to contact CoPT/MSTC (before the schedule time of the e-tender).</p>	<p style="text-align: center;"><b>Contact Person MSTC</b></p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">           1.Sri. Vikas Kumar            Phone Number- 080-22260054/22266417/22379145            Email id: <a href="mailto:vkumar@mstcindia.co.in">vkumar@mstcindia.co.in</a> </td> <td style="width: 50%;">           2.Sri Arnab Sarkar            Phone Number- 080-22260054/22266417/22379145            Email id: <a href="mailto:asarkar@mstcindia.co.in">asarkar@mstcindia.co.in</a> </td> </tr> </table> <p style="text-align: center;"><b>Contact Person Cochin Port Trust</b></p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">           1. Sri. Jimmy George            Sr. Deputy Traffic Manager            Traffic Department, Cochin Port Trust,            Cochin-682009            Ph-0484 2582201            Email id: jimmyGeorge@         </td> <td style="width: 50%;">           2. Sri. Rajesh Pillai            Asst. Estate Manager (i/c), Estate            Division, Cochin Port Trust            Cochin-682009            Ph-04842582127            Email id: rajeshpillai@cochinport.gov.in         </td> </tr> </table>	1.Sri. Vikas Kumar Phone Number- 080-22260054/22266417/22379145 Email id: <a href="mailto:vkumar@mstcindia.co.in">vkumar@mstcindia.co.in</a>	2.Sri Arnab Sarkar Phone Number- 080-22260054/22266417/22379145 Email id: <a href="mailto:asarkar@mstcindia.co.in">asarkar@mstcindia.co.in</a>	1. Sri. Jimmy George Sr. Deputy Traffic Manager Traffic Department, Cochin Port Trust, Cochin-682009 Ph-0484 2582201 Email id: jimmyGeorge@	2. Sri. Rajesh Pillai Asst. Estate Manager (i/c), Estate Division, Cochin Port Trust Cochin-682009 Ph-04842582127 Email id: rajeshpillai@cochinport.gov.in
1.Sri. Vikas Kumar Phone Number- 080-22260054/22266417/22379145 Email id: <a href="mailto:vkumar@mstcindia.co.in">vkumar@mstcindia.co.in</a>	2.Sri Arnab Sarkar Phone Number- 080-22260054/22266417/22379145 Email id: <a href="mailto:asarkar@mstcindia.co.in">asarkar@mstcindia.co.in</a>				
1. Sri. Jimmy George Sr. Deputy Traffic Manager Traffic Department, Cochin Port Trust, Cochin-682009 Ph-0484 2582201 Email id: jimmyGeorge@	2. Sri. Rajesh Pillai Asst. Estate Manager (i/c), Estate Division, Cochin Port Trust Cochin-682009 Ph-04842582127 Email id: rajeshpillai@cochinport.gov.in				

	<p>cochinport.gov.in</p> <p>(B)System Requirement  i) <b>Windows 7 /Windows8 Operating system</b>  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 'use pop up blocker' under Tools-Internet Options- customs level. <b>For details, refer to the “Vendor Guide” and a video guide available under “View Video” Link.</b></p>
2	<p><b>Format of Bid</b></p> <p>(A) Part I Technical Bid: Will be opened electronically on specified date and time as given in the Tender Notice. <b>Bidder(s) cannot witness electronic opening of bid since the same is not a public event.</b></p> <p>(B) Part II Price Bid: Price bids of all the technically qualified bidders shall be opened electronically at a later date. Such qualified bidders shall have to participate in the e –auction for which date and time will be intimated separately. It is mandatory to have digital signature certificate (DSC) with the qualified bidders at the time of e-auction stage. Once the e – auction amongst the qualified tenderers is over, 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/unit. All entries in the tender (both Technical Bid and Price Bid) should be entered online without any ambiguity.</p> <p><b>Note:</b></p> <p>(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 “<b>Notification</b>” Link.</p> <p>(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.</p> <p>(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.</p>
3	<p><b>Remittance of Cost of Tender documents &amp; EMD</b></p> <p>Bidder(s) are advised to remit payment towards cost of tender documents 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 for any reason, the bidder will not be eligible to submit bid and CoPT will not be responsible on this account.</p> <p>The remittance of cost of tender documents and EMD can be made through following options:</p> <p>a. NEFT/ RTGS:  The payment can be made through CoPT’s account as follows:  <u>State Bank of India, Cochin Port Trust Branch,</u>  <u>A/c No.10601197375, IFSC Code – SBIN0006367.</u></p> <p>b. Demand Draft/ Banker’s Cheque.</p> <p>The bidder has to make a Demand Draft/ Banker’s Cheque favouring <b>“Financial Advisor &amp; Chief Accounts Officer, Cochin Port Trust”</b> from a Scheduled/Nationalised Bank having their branch in Cochin.</p> <p>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 <u>remittance of the payment and mode thereof in the specified field of the on-line bid form.</u></p>

	<p>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.</p> <p><b>Refund of EMD</b></p> <p>The EMD(s) of disqualified bidders will be refunded immediately after completing technical evaluation of the tender. EMD(s) of unsuccessful bidders will be refunded within 30 days from date of e-auction and that of the successful bidder will be refunded subsequently after issuing allotment order and on remittance of Security deposit and upfront payment 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.</p> <p><u>No interest will be allowed on the Earnest Money Deposit from the date of its receipt until it is so refunded.</u></p>
4	<b>Submission of on-line Bid.</b>
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 <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → <b>Port Lease Property</b> → <b>CoPT</b> → Login → Click for Auctions → Stage I Bid Submission → Live Auctions → Selection of the live event → 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 ( <b>Commercial Specifications</b> ), bidder should click 'save' for recording their Commercial bid. <b>Then the bidder shall upload supporting documents by clicking on "Attach Docs" link.</b> Then the link for Technical Bid would be activated and the bidder should click on 'saves' for recording their Technical bid subsequently. Once the same is done, the Price Bid link becomes active and the same has to <b>be</b> 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. <b>Bidder's alertness / duty:</b>
4.4 .1	It is not possible for CoPT to intimate each of the bidders individually at every intermediate stage. <b><u>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.</u></b>
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	<b>Uploading of documents:</b>  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.

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	<b>Price Bid submission:</b> As per Schedule-A
5	<b>Price Bid Opening:</b> Price Bid of the qualified bidders will be opened electronically in a later date.
6	<b>E – Auction</b>
	All the technically qualified bidders can participate in the e-auction for which date & time will be intimated separately. At the stage of e-auction amongst the technically qualified bidders, the bidders shall only quote the upfront payment for the property tendered. The floor price for auction will be the highest price quoted in the price or the H1 price in the price bid. 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 property concerned.
<b>NOTE</b>	
(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.	
<b>7. Prior Registration with MSTC for e-bidding:</b>	
Before e-payment and bid submission, the bidder shall have to get registered with MSTC <b>free of Cost.</b>	
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.	
<ul style="list-style-type: none"> <li>a. Name of the bidder</li> <li>b. PAN of the bidder</li> <li>c. Address of the bidder</li> <li>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];</li> <li>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];</li> <li>f. Status of the bidder (individual, proprietor, partnership firm, company, joint venture, others (to specify if others))</li> <li>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];</li> <li>h. Land Phone No. of the bidder(optional) [in case the bidder is other than an</li> </ul>	



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: 0484-2582100, 2582127, Fax: 0484-2668163**

Tender No. MSTC/BLR/COCHIN PORT TRUST/15/WILLIGDON ISLAND/19-20/19362 Dated: 19.09.2019  
**PART-I, TECHNICAL BID**  
**SECTION-3**  
**INSTRUCTIONS TO BIDDERS**

**3.1 SCOPE OF TENDER:**

- 3.1.1. E-tenders on behalf of the Board of Trustees of Cochin Port, in two bid system are invited from eligible bidders for “Lease of 0.255 ha (63 cents) of land at Fort Kochi for Commercial/Non-Port Based Development like Hotel/Hospitality Activities on Upfront Payment Basis for a period of 30 years on Tender Cum Auction Method”.
- 3.1.2. The premises offered on lease for 30 years under this tender comprises of 8 units of Type ‘V’ departmental quarters in two blocks known as the “Pilot Quarters” of Cochin Port. The buildings were constructed during 1978 and each have double storey with concrete roofing. The site is situated in the notified Heritage Zone at Fort Kochi, within 100m to 300m radius from the St. Francis Church, wherein only restricted development is permitted. The building plan for the site has to be in full compliance with Heritage Zone Regulations issued by the authorities from time to time. The bidder is expected to understand the requirements and restrictions fully before bidding for the tender. The Port Trust shall not be liable for any dispute arising in future due to non compliance of such instructions by the successful bidder.
- 3.1.3. The lessee shall enjoy ownership rights of the building in the land and is free to remove the structures from the site if required after the prior approval of Port authorities as well as other statutory authorities.
- 3.1.4. The area will be handed over to the successful bidder in ‘as is where is’ condition. The successful bidder shall have to develop and maintain the area in a neat and tidy manner. The plot is leased primarily for construction of a hotel and for business connected with hospitality activities since large number of foreigners are visiting and staying at Fort Cochin every year.
- 3.1.5. The land shall be allotted to the bidder, who quotes the highest upfront payment in the price bid or in the auction. Taxes will be applicable to the upfront payment (presently GST @ 18%). The successful bidder shall remit the upfront payment with taxes to the Port after award of the lease within the stipulated time.
- 3.1.6. The successful bidder shall pay the annual nominal lease rental at Re. 1/- per Sq m per annum plus GST as per rules during the lease period of 30 years.
- 3.1.7. The successful bidder should also deposit an amount equal to two years nominal lease rent (Rs.2/- per Sq m) for the lease period of 30 years as Security Deposit which will be refunded on expiry of lease period.
- 3.1.8. The successful bidder should pay Rs.41,62,897/- (Rupees forty one lakhs sixty two thousand eight hundred and ninety seven only) towards the depreciated value of the existing buildings in the proposed area.
- 3.1.9. The lease of land will be governed by the Land Policy Guidelines issued by the Ministry of Shipping, Government of India from time to time.

- 3.1.10. The successful bidder shall not underlet or otherwise sublease the leased premises or the building(s)/structure(s) erected or to be erected thereon/existing building or any part thereof. Any sub-lease of the leased premises or any part thereof or of the building or any part thereof shall be treated as unauthorized and shall make the lease liable for termination/cancellation. However out sourcing of activities, if required as per business plan of the bidder is allowed.
- 3.1.11. The bidder should furnish details about their proposed activities in the land and their current business through Cochin Port Trust if any, along with the tender. The Bidders will be qualified for next stage only after perusal of the above details and if the proposed activities in the land is acceptable to Cochin Port Trust. The lease is liable to be terminated during the lease period, if the land is used for purposes other than approved during by Port.
- 3.1.12. The successful bidder shall utilize the land for the purpose for which the land is allotted, within 2 year from the date of taking over/allotment of the site. However, the Lessee is free to propose stage wise construction that can exceed 2 years, and such extended construction period above 2 years can be counted for utilization of land, stage wise. In case, the Lessee fails to abide by the timelines of such stage wise construction, the Lessee shall pay additionally 50% of the normal lease rent for the land involved in such stages for the period of delay.
- 3.1.13. The normal lease rent is the annual lease rent on Hospitality purpose rate at Fort Kochi, as per the prevailing scale of rate (SoR) with escalation @ 2%, or such other rate of escalation as may be notified in the SoR, on cumulative basis every year till the end of lease period of 30 years. The base lease rent for Hospitality purpose at Fort Kochi is Rs. 29,97,671/- per hectare per annum as per the present Scale of Rates (SoR) approved by TAMP with effect from 21/08/2016 plus GST as per rules. This base lease rent is cumulatively escalated by 2% in April every year and accordingly the current year annual lease rent is Rs. 31,56,847/- per ha per annum. The current base rent is notified by the TAMP on 14.7.2016 and is in effect from 21.08.2016. The base lease rent will be revised upwards after every block of 5 years from 21.08.2016 by the TAMP or the competent authority. If the base lease rent is not revised after the first block of five years then the Lessor shall be entitled to revise the same at any time thereafter.

## **3.2. QUALIFYING CRITERIA**

- 3.2.1. The bidders wish to participate in the tender must fulfil 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 should be a Firm or Company or Joint Venture or Consortium having an average annual financial turnover of **Rs.2.14 crores** for the last 3 years ending on 31st March 2019. 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.
- 3.2.3. The bidders should produce copies of audited Annual Accounts. In case of provisional Annual Accounts, a Certificate to the effect from their Auditors has to be submitted.
- 3.2.4. Bid submitted by a Joint Venture (JV) or Consortium shall comply with the following requirements:
- 3.2.4.1. Partners of the Joint Venture or Consortium shall be limited to three (including the lead partner). 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 Joint Venture.

- 3.2.4.2. The Joint Venture/Consortium must submit/upload a Joint Venture/Consortium Agreement along with the tender duly certified by a notary public as per the proforma at Annexure-11 wherein the Partners agree to be jointly and severally responsible for fulfilling the conditions of contract and for all obligations to the Cochin Port Trust.
- 3.2.4.3. One of the JV/Consortium Partners should have purchased/downloaded the Tender Document on behalf of the JV.
- 3.2.4.4. In the event of the Joint Venture/Consortium becoming the successful bidder, the Joint Venture/Consortium members should form a legal entity under Indian Companies Act 2013 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 Trust to the effect that the Joint Venture/Consortium is the successful bidder and further correspondence will be with the legal entity.
- 3.2.4.5. The Tender should contain information regarding the Members of the JV/Consortium.
- 3.2.4.6. 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.
- 3.2.4.7. Participation by a firm in more than one JV /Consortium is not permissible. A firm who 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 application may be rejected.
- 3.2.4.8. 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.
- 3.2.4.9. The Lead Partner shall be authorized to act on behalf of the JV/Consortium. All correspondences between Port and the bidder shall be routed through the Lead Partner. 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.

### **3.3. DOCUMENTS WHICH ARE TO BE UPLOADED ALONG WITH THE TECHNICAL BID:**

- 3.3.1. Report on the financial capability of the Tenderer including average annual turnover for the last three years. The financial turnover with regard to the above should be accompanied with the Auditors Report / Balance sheet / Profit & Loss Account statement etc. for the past three years ending 31<sup>st</sup> March, **2019**. The Tenderer shall ensure that he is fulfilling the minimum qualification criteria as regards turnover as detailed at clause 3.2.2 above. Bankers name and address for making reference regarding financial position shall also be submitted.

- 3.3.2. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership (If translated then notarised). Tenderers to submit details about the share holding structure/partnership structure of the Company/firm and the percentage holdings held therein.
- 3.3.3. Information regarding any current litigation in which the tenderer is involved. If no involvement, a Nil statement may be attached.
- 3.3.4. Power of attorney for the signatory of the tender and for leasing out the land when awarded.
- a) In case of Sole Proprietorship, an affidavit of Sole Proprietorship/GST registration certificate and if the tender is signed by any other person, in that case a Power of attorney by the Sole proprietorship in favour of the signatory.
  - b) In case of Partnership, if the tender document is not signed by all partners, Power of attorney in favour of the Partner/person signing the documents authorizing him to sign the documents. The person signing the documents should also have a specific authority to refer disputes with the partnership firm to arbitration.
  - c) In case of a company, copy of the Board Resolution authorizing the signatory to sign on behalf of the company.
- 3.3.5. **TIN/PAN Certificate to be uploaded.**
- 3.3.6. **Documents** mentioned in Annexure-9

#### 3.4. **Forfeiture of Earnest Money (EMD):**

- 3.4.1. The Earnest Money shall be forfeited if the tenderer withdraws its offer during the validity period of the bid including any extension thereof.
- 3.4.2. Earnest Money in respect of the bidders quoting less than the Reserve Price in the Price bid will be forfeited and the bids will not be considered for acceptance.
- 3.4.3. EMD will be forfeited based on the conditions in Cl. 4.8.1 of General conditions of tender.

#### 3.5. **Substitution, Withdrawal of Tender**

The bidder may substitute or withdraw its offer after submission, before the Due Date and time of submission of offer or any extension thereof. No offer shall be substituted or withdrawn by the bidder after the Due Date and time of submission of offer or any extension thereof.

#### 3.6. **DOCUMENT PRESENTATION**

- 3.6.1. The Tenderers must submit all details, documents etc. as required in the tender and fill in the formats given at annexure.
- 3.6.2. Tenderer shall complete all the Annexures & Schedules with all the information called for therein and sign with date and stamp. 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.
- 3.6.3. 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. SITE INSPECTION**

- 3.7.1. It would be deemed that prior to submission of tender, 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 the access road & surroundings and has assessed the extent of the work requirements for the installation of the Project. 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.
- 3.7.2. The Port Trust shall not be liable for any mistake or error or neglect by the bidder in respect of the above.

### **3.8. BIDDERS 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-6.
- 3.8.2. 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 -9 shall be uploaded along with submission of tender.
- 3.8.3. If any bidders are unable to upload the required documents while submission of e tender through MSTC website(mstcecommerce.com) due to technical reasons, they can submit hard copy 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 prior to the due date and time for submission of tender. If the EMD and cost of tender document are submitted in the form of Demand Draft (DD)/ Bankers Cheque (BC), the original instruments shall be attached in sealed cover and to be submitted. The envelope containing hard copy of the documents and original instruments of EMD & cost of tender documents stated above 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 for submission of tender.
- 3.8.4. Any existing obstructions like pipe lines, cables etc. in the leased land which are likely to cause hindrance to the structure/construction shall be re-laid/ dismantled / re-routed by lessee at his cost with the prior approval and as directed by the appropriate authority.
- 3.8.5. The lessee shall make their own arrangements for supply of electricity and water.
- 3.8.6. The successful bidder is bound to develop the leased land like providing drains, roads etc. at their cost.
- 3.8.7. The area of the plot given is approximate and there may be marginal variations. The sketch showing the location of the plot is attached. If any difference in the area of the plot is noticed during handing over of the land, upfront payment, security deposit and annual lease rent will be adjusted on pro-rate basis.

### **3.9. AMENDMENT TO TENDER DOCUMENT:**

- 3.9.1. Cochin Port for any reason, whether at its own initiative or in response to tender, may modify the Tender documents by an amendment up to stipulated time in NIT.
- 3.9.2. The amendment in the form of addendum/corrigendum will be uploaded to the web-site of Cochin Port Trust/MSTC.

- 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 cognizance of and include such amendment(s) in their submission. In any case, the amendment(s)/ modification(s) if any, shall be binding on the 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. **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 bidders who resort to canvassing will be liable for rejection.
- 3.11. **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 Port's decision on this shall be final, conclusive and binding.
- 3.12. **VALIDITY OF TENDER:**  
The tender shall remain valid and open for acceptance for a **period of 180 days** from the date of opening of 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 or by fax or through e-mail. The bidders will have an 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 tender.
- 3.13. **ACCEPTANCE OF TENDER:**  
The Port Trust does not bind itself to accept the highest upfront payment 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.
- 3.14. **LANGUAGE OF THE TENDER**  
The tender submitted by the bidder and all correspondence and documents relating to the tender, exchanged by the bidder 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.
- 3.15. **PRE-BID MEETING**  
A pre-bid meeting will be held in the **Conference Hall of Cochin Port Trust** as per the schedule in NIT. 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 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 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/CPPP.

**SIGNATURE OF BIDDER**

**COCHIN PORT TRUST**  
**GENERAL ADMINISTRATION DEPARTMENT**  
**(ESTATE DIVISION)**  
**COCHIN – 9**  
**Phone: 0484-2582100, 2582127, Fax: 0484-2668163**

Tender No. MSTC/BLR/COCHIN PORT TRUST/15/WILLIGDON ISLAND/19-20/19362 Dated: 19.09.2019

**SECTION- 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) **“Cochin Port /CoPT/Employer”** means Board of Trustees of Port of Cochin, a body corporate established under Section – 5 of the Major Port Trust Act, 1963, having its principal office at W/Island, Cochin – 9, India and acting through its Chairman, Dy. Chairman, or the Secretary or any other officers so nominated by the Board.
- (b) **“TENDERER(S)/BIDDER(S)”** means the firm, corporation, consortium or company or joint Venture who submits the TENDER for the subject area.
- (c) **“AWARD PRICE”** means the sum quoted in the tender submitted by the successful bidder 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 Dept.
- (e)
- (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 bidder 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 bidder shall pay all taxes (including GST), 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 bidder 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 Bidder are deemed to have been included/considered while quoting the tender.



- 4.4. The bidder 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 bidder shall not divulge any such information unless the CoPT authorities permit this in advance in writing.
- 4.5. **Award of lease**
- 4.5.1. The lease will be awarded to the bidder as per clause 3.1.5, 3.1.7 & 3.1.8 of Section-3 Instructions to Bidders of Tender Document.
- 4.5.2. In the event of tender being rejected the 'Earnest Money' paid with such unaccepted tender shall be refunded.
- 4.6. **Port Trust's right to accept or reject a tender**
- 4.6.1. 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.
- 4.6.2. Incomplete tenders or tenders not in the prescribed format and with corrections not attested shall be liable for rejection.
- 4.6.3. Cochin Port will not take responsibility for any delay in receipt or non-receipt of the tender document.
- 4.7. **Notification of Award:** The Cochin Port will promptly notify the successful bidder in writing by letter under direct delivery/registered post/speed post that their tender has been accepted.
- 4.8. **Payment of upfront payment, Security Deposit, and taking over of Premises :**
- 4.8.1. The successful bidder shall pay to the Cochin Port Trust, upfront payment quoted in the Tender cum Auction along with taxes as applicable and value of buildings. The successful bidder should also pay two years nominal lease rent as non-interest bearing refundable security deposit for the duration of the lease (30 years). The upfront payment, value of buildings and Security Deposit shall be paid through 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 90 days from the date of receipt of notification of award by the successful bidder. Security Deposit shall be valid for a period of 30 years from the date of commencement of lease. No interest will be allowed on the security deposit from the date of its receipt until it is so refunded.
- 4.8.2. Failure of the successful bidder to comply with the requirement clause 4.8.1 above shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD.
- 4.8.3. The lease period shall commence from the date of taking over of the plot or from the date of expiry of 90 days from the date of the receipt of notification of award from Cochin Port Trust, by the successful bidder, whichever is earlier.
- 4.8.4. The land will be handed over to bidder only on payment of the accepted upfront payment quoted in the tender cum auction, two years nominal lease rent as security deposit depreciated cost of building as in 4.8.1.
- 4.9. **Execution of Lease Deed:** The successful bidder shall execute lease deed in the format at Annexure-6 within 180 days from the date of taking over of the plot. All the cost and expenses for executing of lease agreement shall be borne by the successful bidder.

- 4.10. The bidder shall make a thorough study of the scope of the land mentioned in the document and for further details he/she may consult the Secretary, Cochin Port Trust or other persons authorized by him/her, before bidding.
- 4.11. The Asst. Estate Manager (i/c), Cochin Port is the nominated officer and in-charge of this tender.
- 4.12. The prices quoted in the bid shall only be in Indian rupees.
- 4.13. Changes in constitution of firm: In the case of a tender by partners, any change in the constitutions of the firm shall be forthwith notified by the bidder to the Secretary, Cochin Port Trust for his information.
- 4.14. Canvassing in connection with the tenders is strictly prohibited and tenders submitted by the bidders who resort to canvassing will be liable to rejection.

**SIGNATURE OF BIDDER**

**COCHIN PORT TRUST**  
**GENERAL ADMINISTRATION DEPARTMENT**  
**(ESTATE DIVISION)**  
**COCHIN – 9**  
**Phone: 0484-2582100, 2582127, Fax: 0484-2668163**

Tender No. MSTC/BLR/COCHIN PORT TRUST/15/WILLIGDON ISLAND/19-20/19362 Dated: 19.09.2019

**SECTION –5**  
**SPECIAL CONDITIONS TO BE SATISFIED**

- 5.1. The bidder should furnish details about their proposed activities in the land and their current business through Cochin Port Trust (if any) along with the tender. The tenders will be qualified for next stage only after perusal of the above details and if the proposed activities in the lands are acceptable to Cochin Port Trust. The lease is liable to be terminated during the lease period, if the land is used for other activities/purposes other than that approved by the Port.
- 5.2. Bidders should submit a tentative project report for developing the land for the intended purpose. After taking over of the site, the successful bidder should give a bar chart for various activities connected with the developing activities to be undertaken.
- 5.3. The successful bidder should bear the cost of infrastructure required for the power connectivity to their premises.
- 5.4. The successful bidder shall obtain all statutory clearances as may be required as per law from the concerned department/Agencies before execution / commissioning of the project.
- 5.5. The successful bidder shall follow all safety norms as may be prescribed by the competent authority.
- 5.6. Proper environmental/Pollution control safe guards as per law must be incorporated in the design and implementation of the project.
- 5.7. Successful bidder shall maintain the existing drains if any in the plot properly as per lease condition.
- 5.8. The successful bidder should maintain the leased plot clean, tidy and hygienic during the entire period of lease.
- 5.9. The successful bidder shall make good at his cost if any damage or loss caused to any nearby structures by him during the entire period of lease.
- 5.10. The successful bidder shall take adequate precautions against fire hazards and anti social activities during the entire period of lease.
- 5.11. The successful bidder should ensure that all wastages generated during the lease period should be properly packed and disposed off. The wastages should not be thrown into the backwater.
- 5.12. The successful bidder should not construct any permanent/temporary structure without the prior permission of Cochin Port in the plot allotted.
- 5.13. The successful bidder should keep a harmonious relationship with nearby occupants/ lessees.
- 5.14. The commercial area shall be provided with adequate lighting, drainage and security facilities for safe operations.
- 5.15. The successful bidder shall strictly follow the environmental regulations.
- 5.16. All the conditions mentioned in the draft lease deed format attached (Annexure-6) shall be binding to the successful bidder.

**SIGNATURE OF THE BIDDER**

**Annexure-1**

**COCHIN PORT TRUST**  
**GENERAL ADMINISTRATION DEPARTMENT**  
**(ESTATE DIVISION)**  
**COCHIN – 9**

**Phone: 0484-2582100, 2582127, Fax: 0484-2668163**

Tender No. MSTC/BLR/COCHIN PORT TRUST/15/WILLIGDON ISLAND/19-20/19362 Dt: 19.09.2019

**Profile of Bidder& Details of the project proposed**

(To be filled up online)

- 1.1. Name of the bidder :
- 1.2. Address for communication :
- 1.3. Address of local/ branch office if any :
- 1.4. Date of incorporation and commencement of business :
- 1.5. Parent Company, if any :
- 1.6. PAN Number :
- 1.7. GST Registration Number :
- 1.8. Brief description of the bidder, including years of Operations of the existing business, the extent it involves/is dependent on Port based activities, etc.
- 1.9. Details of existing business, if any, in the Port with details of cargo handled (attach Separate sheet/document, if required)
- 1.10. Details of the existing business of the bidder :
- 1.11. Past experience of the bidder :  
in implementing, operating and management of similar projects (details of project)
- 1.12. Annual Turnover for the past 3 years  
2016-17 :  
2017-18 :  
2018-19 :
- 1.13. Brief description of the project for which the land is proposed to be leased(attach separate sheet/document, if required).
- 1.14. If there is any tie-up with foreign companies, please furnish the details
- 1.15. Brief details of structures proposed to be Erected/constructed. :
- 1.16. Are you prepared to meet the expenses towards the development of the plot and surroundings, including maintaining drains, roads, etc, within/towards the plot. :
- 1.17. Likely date of commissioning of the facility :
- 1.18. Requirement of power (apprx) (in MW) :
- 1.19. Requirement of water (apprx) (in KL) :

**COCHIN PORT TRUST  
GENERAL ADMINISTRATION DEPARTMENT  
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COCHIN – 9.  
Phone: 0484-2582127, Fax: 0484-2668163**

**PART-I, EVALUATION CRITERIA**

Tender No. MSTC/BLR/COCHIN PORT TRUST/15/WILLIGDON ISLAND/19-20/19362 Dated: 19.09.2019

1. While quoting for this tender, the 'Reserve upfront payment for the plot in Rupees shall be displayed automatically by the system on-screen in the Price Schedule format.
2. Then the bidder shall only fill in upfront payment (lumpsum). The quoted amount shall not be less than the 'Reserve Price'. 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 upfront payment excluding GST.
4. No hard copy of filled in format of the price schedule shall be entertained
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 in a later date after completing the technical evaluation. Technical bid opening as well as price bid opening are done electronically and not a public event. Hence the bidders cannot witness the bid opening process.
6. After completing the price bid opening, e-auction, shall take place in 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 in advance. The bidders can participate in the e-auction, but not mandatory. It is mandatory to have digital signature certificate (DSC) with the intimated qualified bidders to participate in e-auction.
7. In case a bidder does not participate in the e- auction, his only bid will be that given in the Price Schedule format.
8. No Auction shall however be held in case of receipt of only one valid bid for any plot.
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: 0484-2582100, 2582127, Fax: 0484-2668163**

Tender No. MSTC/BLR/COCHIN PORT TRUST/15/WILLIGDON ISLAND/19-20/19362 Dt: 19.09.2019

**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/XX/WILLIGDON ISLAND/19-20/XXXX) and fully understood its content including the Instructions on e-tendering procedures, Instructions to bidders, General conditions to be satisfied by bidders, Special conditions to be satisfied and Evaluation criteria, hereby submit the Tender for allotment of CoPT land measuring about 0.255 ha (63 cents) of land at Fort Kochi on "as is where is" 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/XX/WILLIGDON ISLAND/19-20/XXXX) including its addendum/corrigendum/pre bid queries and its replies.
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 –9 of the tender document
5. I/We have quoted the rate of upfront payment 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 bidder and shall refrain from challenging or questioning any decision taken by CoPT in this regard.

Signature of the bidder with office seal

Date

Witness

SI No.	Name	Address	Signature

**Annexure-5**

**COCHIN PORT TRUST**  
**GENERAL ADMINISTRATION DEPARTMENT**  
**(ESTATE DIVISION)**  
**COCHIN – 9**  
**Phone: 0484-2582100, 2582127, Fax: 0484-2668163**

Tender No. MSTC/BLR/COCHIN PORT TRUST/15/WILLIGDON ISLAND/19-20/19362 Dt: 19.09.2019

**PART-I,**  
**PROFORMA OF PRE CONTRACT INTEGRITY PACT**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_, between, on one hand, the Board of Trustees of Cochin Port Trust acting through Shri. \_\_\_\_\_, (Designation of the Officer), Cochin Port Trust (hereinafter called the 'BUYER/ EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. \_\_\_\_\_ represented by Shri. \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'BUYER/ EMPLOYER' has invited bids for .....”  
**(hereinafter referred to as the “Project”)** and the BIDDER/SELLER is submitting his bid for the project and

WHEREAS the BIDDER is a Private Limited company/Public Limited company/Government undertaking/registered partnership firm/ constituted in accordance with the relevant law in the matter and the 'BUYER/ EMPLOYER' is Cochin Port Trust.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the 'BUYER/ EMPLOYER' will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of the 'BUYER/ EMPLOYER'**

1.1 The 'BUYER/ EMPLOYER' undertakes that no official of the 'BUYER/ EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The 'BUYER/ EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS

1.3 All the officials of the 'BUYER/ EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'BUYER/ EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/ EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/ EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'BUYER/ EMPLOYER' the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/ EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/ EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
  - 3.3\* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4\* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 3.5\* The BIDDER further confirms and declares to the 'BUYER/ EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/ EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
  - 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
  - 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
  - 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/ EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.



- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/ EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/ EMPLOYER' has financial interest/stake in the bidder's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 2013.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'BUYER/ EMPLOYER'.

#### **4. Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_ (to be specified in Bid Document) as Earnest Money, with the 'BUYER/ EMPLOYER' through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of \_FA&CAO, Cochin Port Trust.
- (ii) Any other mode or through any other instrument (to be specified in the Bid Document).

- 5.2 The Earnest Money shall be valid upto a period of 180 days from the Bid Due Date.
- 5.3 No interest shall be payable by the 'BUYER/ EMPLOYER' to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

#### **6. Sanctions for Violations**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'BUYER/ EMPLOYER' to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'BUYER/ EMPLOYER' and the 'BUYER/ EMPLOYER' shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'BUYER/ EMPLOYER' resulting from such cancellation/rescission and the 'BUYER/ EMPLOYER'

EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(v) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the 'BUYER/ EMPLOYER'

(vi) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(vii) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/ EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The 'BUYER/ EMPLOYER' will be entitled to take all or any of the actions mentioned at para 6.1(i) to (vii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the 'BUYER/ EMPLOYER' to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 7. Fall Clause

7.1 The BIDDER undertakes that it has not performed/is not performing similar project at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar project was performed by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the 'BUYER/ EMPLOYER', if the contract has already been concluded.

## 8. Independent Monitors

8.1 The 'BUYER/ EMPLOYER' has appointed the following Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

Sri. P.R.Ravikumar, IRS (Retd),  
Akshath, No.84, First Avenue,  
Kumaranasan Nagar, Elamkulam (PO),  
Ernakulam – 682 020

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/bidding, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER/ EMPLOYER,

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER/ EMPLOYER, including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

- 8.7 The BUYER/ EMPLOYER, will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/ EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ EMPLOYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER/ EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law.' The place of performance and jurisdiction is the seat of the BUYER/ EMPLOYER

**11. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**12. Validity**

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER/ EMPLOYER and the BIDDER/SELLER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER/ EMPLOYER	BIDDER
Name of the Officer.	CHIEF EXECUTIVE OFFICER

Designation

Deptt./MINISTRY/PSU

Witness	Witness
1. _____	1. _____
2. _____	2. _____,

\* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER/ EMPLOYER in regard to involvement of Indian agents of foreign bidders.

**COCHIN PORT TRUST**  
**GENERAL ADMINISTRATION DEPARTMENT**  
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**Phone: 0484-2582100, 2582127, Fax: 0484-2668163**

Tender No. MSTC/BLR/COCHIN PORT TRUST/15/WILLIGDON ISLAND/19-20/19362 Dated: 19.09.2019

**PART-I**

**LEASE DEED FORMAT (FOR UP FRONT PAYMENT/ PREMIUM)**

THIS DEED OF LEASE, made the ..... day of ..... Two thousand and ..... BETWEEN THE BOARD OF TRUSTEES OF THE PORT OF COCHIN, a Body corporate under the Major Port Trust Act, 1963 represented by its ..... Son of.....aged..... years residing at 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 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 leased premises on the terms and conditions herein contained.

NOW THEREFORE THIS DEED WITNESSETH that in consideration of the premium paid as stated hereunder and 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, situate at Willingdon Island, 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 Thirty (30) 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) The Lessee has paid to the Lessor as one time upfront payment/ premium for the lease of the leased premises an amount of Rs.....(Rupees.....only), the said premium being non refundable under any circumstance.
- b) The Lessee shall pay the Lessor during the said term of lease a yearly lease rent, clear of all deductions, of Rs.....(Rupees.....only) (calculated @ Re1/- per m2 per annum).
- c) The Lessee has deposited with the Lessor as Security Deposit towards rent an amount of Rs..... (Rupees.....only) equivalent to two year's 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 an 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 of the Lease.

- d) The Lessee shall pay to the Lessor the yearly lease rent in two half-yearly installments, one, on or before the 30<sup>th</sup> day of September and the other, on or before the 31<sup>st</sup> 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.

- e) If the Lessee defaults in payment of the rent at any time, necessary adjustments may 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, and assessments of every description now subsisting, including arrears if any, accrued 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 to be erected thereon, whether it be payable by the Lessor or the Lessee.
- 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 sated 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 leased premises by the Lessor

**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 and 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 Secretary of the lessor or his/its authorized representative.
- b) If the Lessee fails to utilize the leased premises for the purpose for which it is allotted, within two years (24 months) of the allotment / handing over of the leased premises by the Lessor, the Lessor shall have the right to terminate the lease and repossess the leased premises.
- c) All plans for the development of leased premises shall be got approved by the Competent Authority of the General Administration Department of the Lessor. The plan should also be got approved by the Local Authority concerned before commencement of any work.
- d) Building/structure(s) erected on the leased premises shall not be occupied until a completion/occupation certificate is obtained from the General Administration Department of the Lessor.
- e) If the Lessee has completed the construction of the building/structure(s) / utilized the leased premises as provided herein within the stipulated period the Lessee shall have the liberty to use the leased premises for the purpose for which it has been allotted.

- f) 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.
- g) 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.
- h) 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.
- i) 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.
- j) This lease shall be governed by provisions of the Major Port Trust 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.
- k) 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. 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.
- l) 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.
- m) 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.
- n) 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 is on the leased premises during the period of lease.

- o) Hoarding or advertisement board shall not be erected in the leased premises without the written permission of the Lessor.
- p) The Lessors and their authorized agents shall be entitled to enter the leased premises at any time and inspect 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. 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.
- 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 Board of Trustees 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 Board of Trustees of the Lessor shall be treated as unauthorized and shall make 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 lease hold interest in the leased premises or the building 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 commercial banks and State and Central financial institutions.

**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 month's 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 building 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.
- b) 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.
- 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 premises 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 building and fixtures which at any time during the currency of this lease shall have been erected or affixed  
  
by the Lessee upon the leased premises without any claim to any compensation whatsoever.
- d) The Lessor shall be entitled to terminate the lease before expiry of lease period on account of public interest without the liability of any compensation, irrespective of the fact that the leased premises was originally allotted on upfront basis

- e) 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 leased premises by the Lessor.
  - f) 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) of India 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.
  - g) 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.
  - h) 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
  - i) 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 annual lease rent applicable as per the then prevailing Scale of Rates (SOR) of the Lessor for lands in the similar category in the area where the leased premises is situated, irrespective of whether land was originally allotted on up front basis, till vacant possession is obtained. In cases of upfront bidding, the annual lease rent would be determined on pro-rata basis.
  - j) Upon expiry or termination of the lease for any reason whatsoever, the Lessee shall remove the structures erected or other improvements made by him/it on the Leased premises without any claim to compensation whatever and restore the leased premises to its original condition, within such time as directed by the Lessor. If the Lessee does not remove the building and fixtures or restore the leased premises to its original condition as required and within the time prescribed, the Lessor shall have the right to remove the said building and fixtures and restore the leased to its original condition and the cost of such removal and restoration shall be realized from the sale of materials and 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 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 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 Secretary, 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 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.

- 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 development use 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**

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

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 correspondences 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 it appended.

IN WITNESS whereof the common seal of the Cochin Port Trust Board has been affixed and the Secretary of the Cochin Port Trust Board 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 Cochin Port Trust Board has been affixed and the Secretary of the Cochin Port Trust Board 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-7**

**COCHIN PORT TRUST**  
**GENERAL ADMINISTRATION DEPARTMENT**  
**(ESTATE DIVISION)**  
**COCHIN – 9**  
**Phone: 0484-2582100, 2582127, Fax: 0484-2668163**

Tender No. MSTC/BLR/COCHIN PORT TRUST/15/WILLIGDON ISLAND/19-20/19362 Dated: 19.09.2019

**PART-I**  
**PROFORMA OF UNDERTAKING REGARDING ILLEGAL METHODS FOR**  
**INFLUENCING BID PROCESS.**

To

The Secretary,  
Cochin Port Trust,  
Cochin 682009.  
Kerala, India.

Sir,

I/We do hereby undertake that I/We have not made any payment or illegal gratification to any person/authority connected with the bid process of tender No.....so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

Yours faithfully,

Signature :

Name & Designation :

**Annexure-8**

**COCHIN PORT TRUST**  
**GENERAL ADMINISTRATION DEPARTMENT**  
**(ESTATE DIVISION)**  
**COCHIN – 9**

**Phone: 0484-2582100, 2582127, Fax: 0484-2668163**

Tender No. MSTC/BLR/COCHIN PORT TRUST/15/WILLIGDON ISLAND/19-20/19362 Dated: 19.09.2019

**PART-I**

**PROFORMA OF DISCLOSURE OF PAYMENT MADE/PROPOSED TO BE**  
**MADE TO THE INTERMEDIARIES IN CONNECTION WITH THE BID**

To

The Secretary,  
Cochin Port Trust,  
Cochin 682009.  
Kerala, India.

Sir,

I/We have made / proposed to make the following payments in connection with the bid  
No. \_\_\_\_\_

1. \_Rs.\_\_\_\_\_ to Mr./Ms./Messrs\_\_\_\_\_ (Name and  
Address)
2. \_Rs.\_\_\_\_\_ to Mr./Ms./Messrs\_\_\_\_\_ (Name and  
Address)
3. \_Rs.\_\_\_\_\_ to Mr./Ms./Messrs\_\_\_\_\_ (Name and  
Address)

Yours faithfully,

Signature :

Name & Designation :

Note : In case no payment is made or proposed to be made a 'Nil' statement shall be enclosed.

**Annexure-9**

**COCHIN PORT TRUST**  
**GENERAL ADMINISTRATION DEPARTMENT**  
**(ESTATE DIVISION)**  
**COCHIN – 9**

Phone: 0484-2582100, 2582127, Fax: 0484-2668163

**PART-I, DOCUMENTS TO BE UPLOADED**

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

(Documents to be filled up, signed with seal, scanned, uploaded/ attached during e-tendering)

Following documents applicable to the bidder should be uploaded by the bidder along with the offer:

- (i) Cost of Tender document
- (ii) Earnest Money Deposit (EMD)
- (iii) Integrity Pact
- (iv) Audited Balance Sheet / Profit & Loss Account / Audit Report for the last three financial years ending March-2019 for meeting the pre-qualification criteria.
- (v) Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or partnership or firm (Partnership Deed or Certificate of Incorporation or Registration Certificates) [that of each member in case of Consortium]
- (vi) Declaration by the Tenderer – Annexure-4 of tender document
- (vii) Undertaking regarding Illegal methods for influencing bid process (Annexure-7)
- (viii) Disclosure of payment made/proposed to be made to the intermediaries in connection with bid (Annexure-8)
- (ix) GST Registration certificate (that of each member in case of a Consortium)
- (x) Applicable certificates & documents as indicated below [duly signed].
  - (a) Valid Trade License (that of each member in case of a Consortium).
  - (b) IT PAN (that of each member in case of a Consortium).
  - (f) Current IT Return. (that of each member in case of Consortium).
  - (g) Valid Professional Tax Challan (that of each member in case of Consortium).
  - (h) JV/ Consortium agreement in Annexure11 in case of JV/Consortium.
  - (i) Power of Attorney in case of JV/Consortium.
  - (j) Power of attorney for the signatory of the tenderer as detailed in Cl.3.3.4
  - (k) Other documents, which the tenderer wants to submit (duly signed).

**ANNEXURE – 11**

**COCHIN PORT TRUST  
GENERAL ADMINISTRATION DEPARTMENT  
(ESTATE DIVISION)  
COCHIN – 9**

Phone: 0484- 2582127,2582100, Fax: 0484-2668163

Tender No. MSTC/BLR/COCHIN PORT TRUST/15/WILLIGDON ISLAND/19-20/19362 Dated: 19.09.2019

**PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT**

This Joint Venture /Consortium Agreement is made and entered into on this ..... day of .....2018 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 Trust.

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 Trustees of Cochin Port (hereinafter referred to as "Employer"), the Secretary, Cochin Port Trust has invited bids for lease of ----- of 30 years on upfront payment as tender variable on tender-cum auction Method (herein after 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 the Cochin Port Trust 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 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 Trust 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 Employer, 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 the parties 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**) - .....
- 1.10. 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 Trust 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 Employer and the JV /Consortium shall be routed through the Lead Partner.
- 1.17. WE all the partners s 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 Employer 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 .....2018.

(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



**SCHEDULE-A**

**COCHIN PORT TRUST**  
**GENERAL ADMINISTRATION DEPARTMENT**  
**(ESTATE DIVISION)**  
**COCHIN – 9**

Phone: 0484-2582100, 2582127, Fax: 0484-2668163

Tender No. MSTC/BLR/COCHIN PORT TRUST/15/WILLIGDON ISLAND/19-20/19362 Dated: 19.09.2019

**PART-II, PRICE BID**  
**SCHEDULE OF UPFRONT PAYMENT**

**Bidder not to quote here, to be filled up/quoted online only)**

Sl. No	Description of land / plot number.	Area	Reserve Price for Upfront Payment for the land of 0.255 ha (63 cents) for 30 years (excluding GST) in Rs.	Upfront Payment offered for the land of 0.255 ha (63 cents) for 30 years (excluding GST) in Rs.	
				In fig	In words
(1)	(2)	(3)	(4)	(5)	(6)
1	Ex-Pilot Quarters land at Fort Kochi	0.255 ha (63 cents)	7,13,20,250		

**Note:**

If any difference in the area of plot noticed during handing over of the land, upfront payment will be adjusted on pro-rata basis.

