BID DOCUMENT

For

Lease of 9 Units of Plots with existing structures for a period of 30 years

Bid Number	**: 27171**
Availability of Bid Document	**: 16.02.2019 to 15 00 Hrs on 16.03.2019**
Pre-Bid Meeting	**: 11:00 Hrs on 22.02.2019**
Last date of submission of Bid	**: 15:00 hrs. on 16.03.2019**
Techno-Commercial Bid opening	**: 15:00 hrs. on 16.03.2019**
Cost of Bid Document	**: Rs. 3150/-**
EMD	**: As per Section 2.6 of Tender Document**

Office of the
Estate Division
Cochin Port Trust
Cochin 682009

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1. Bid Notice

1.1.Electronic bids (e-bids) in single stage two bid system are invited by the Secretary, Cochin Port Trust, Willingdon Island, Cochin 682009 for Lease of 9 Units of Plots with existing structures for a period of **30 years**.

1.2.Bid documents can be downloaded from the e-auction portal www.mstcecommerce.com or from CoPT website www.cochinport.gov.in or from Central Public Procurement Portal www.eprocure.gov.in/cppp/.

1.3.The bidders should have a valid digital signature certificate (Class-II or Class-III) issued by any of the valid Certifying Authorities to participate in the online bid.

1.4.The bids should be uploaded in electronic form only through e-bid portal www.mstcecommerce.com

1.5.Cost of bid document and Earnest Money Deposit (EMD) are to be remitted through RTGS/NEFT or in the form of the Banker's Cheque or DD issued by Nationalized / Scheduled banks, drawn in favour of FA & CAO, Cochin Port Trust, payable at Cochin. Bank Details of Cochin Port Trust are given in section 2.9 of Bid Document.

1.6. DD/Bankers's Cheque towards Cost of Bid Document and EMD (as mentioned in clause 1.5 above) should be deposited in the Tender Box of Estate Division kept at the ground floor of Administrative building of Cochin Port Trust, before the scheduled date and time of opening of the bid, failing which the bid will be rejected.

1.7. The bidders need to obtain one time User ID & password for log-in to e-Biding portal www.mstcecommerce.com from the service provider M/s. MSTC. Details of registration with MSTC is given in Section 3 of bid document.

1.8.The bids shall be submitted "on line" strictly in accordance with the Instructions to Bidders and other terms & Conditions given in the bid document.

1.9.The bidders shall submit scanned copy of all the required documents such as; proof of experience, financial details, etc. in the e-bid portal www.mstcecommerce.com.

1.10. The Process involves Electronic Bidding. The bidders have to register with MSTC, e – bid portal and should possesses at least Class II signing type digital certificate for submitting their bid.

1.11. Details of the plots offered are given in section 9 of tender document.

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

1.12.1. Availability of Bid Document: www.cochinport.gov.in; www.eprocure.gov.in/cppp/; www.mstcecommerce.com from 16.02.2019 to 16.03.2019

1.12.2. Pre-Bid Meeting: 11:00 Hrs on 22.02.2019

1.12.3. Opening of Technical Bid: 15:00 Hrs on 16.03.2019

1.12.4. Date & Time of E-Auction: Will be announced later.

1.12.5. Opening of Price Bid of qualified Bidders: Will be announced later.

2. Instructions to bidders

2.1.**Scope of Bid**: Electronic bids (e-bids) in single stage two bid system is invited by the Secretary, Cochin Port Trust, Willingdon Island, Cochin 682009 for **Lease of 9 Units of Plots with existing structures for a period of 30 years**. Bids should be submitted in accordance with the Instructions to Bidder, Instructions on e –bidding procedures, General Conditions of lease, Special Conditions.

2.2.**Availability of Bid Documents:** The Bid document can be downloaded from the e-biding portal http://www.mstcecommerce.com or from Port's website www.cochinport.gov.in or from Central Public Procurement Portal www.eprocure.gov.in/cppp/.

2.3. **Cost of bid document:** Cost of bid document for each land is given in the schedule at section 2.6. Cost of bid document is to be remitted through RTGS/NEFT or in the form of the Banker's Cheque (BC)/Demand Draft (DD) from a Scheduled / Nationalized bank, drawn in favour of FA&CAO, Cochin Port Trust, payable at Cochin. Cost of bid document will not be refunded. Cost of bid document in the form of Cheque/ Bank Guarantee will not be accepted. Bids without cost of bid document will not be accepted.

2.4. **EMD:** EMD for each land given in the schedule given at section 2.6. EMD is to be remitted through RTGS/NEFT or in the form of the BC/DD from a Scheduled / Nationalized bank, drawn in favour of FA&CAO, Cochin Port Trust, payable at Cochin. Earnest money in the form of Cheque/ Bank Guarantee will not be accepted. Bids without EMD will not be accepted.

2.5. If a bidder wish to quote for more than one unit, the tender document cost to be paid is Rs 3,150/- only, whereas EMD shall be remitted separately for each unit.

2.6. **Cost of Bid Document, EMD, Reserve Price of Lands offered and Depreciated value of existing building**

Description of land	Area in Ha (Cents)	Purpose	Cost of Bid Document(Rs)	EMD(Rs)	Reserve Price(Rs)	Average annual turnover required (Rs)	Depreciated value of existing building (Rs)
Unit 1	0.3159 (0.2649 +0.051) 78.03 (65.43+ 12.60)	Commercial/Office	3150/-	84,000/-	8,39,693/-	45,71,000/-	65,15,835/-
Unit 2	0.2024 (50.00)	Warehouse	3150/-	44,000/-	4,30,399/-	23,43,000/-	24,15,862/-
Unit 3	0.4049 (100.00)	Warehouse	3150/-	87,000/-	8,61,011/-	46,87,000/-	1,36,47,328/-
Unit 4	0.1694 (0.139+0.0304) 41.83 (34.34+ 7.49)	Commercial/Office	3150/-	46,000/-	4,50,282/-	24,51,000/-	1,09,78,724/-
Unit 5	0.1257 (31.05)	Commercial/Office	3150/-	34,000/-	3,34,123/-	18,19,000/-	74,18,419 /-

Unit 6	0.0931 (23)	Diesel/petrol/auto LPG dispensing station	3150/-	25,000/-	7,42,407/-	13,47,000/-	2,49,427/-
Unit 7	0.1456 (35.96)	Diesel/petrol/auto LPG dispensing station	3150/-	39,000/-	11,61,057/-	21,07,000/-	1,91,869/-
Unit-8	0.0405 (10)	Commercial/Office	3150/-	11,000/-	1,07,653/-	5,86,000/-	1,58,851/-
Unit-9	0.2026 (50.03)	Warehouse	3150/-	44,000/-	4,30,825/-	23,45,000/-	8,65,206/-

2.7. **Pre-bid meeting**: A pre-bid meeting will be held in the Conference Hall of Cochin Port Trust as per the time schedule in bid notice. Prospective bidders are advised to inspect the land offered for lease and go through the terms and conditions of bid. Should there be any discrepancy in or any doubt or obscurity as to the meaning of any of terms and conditions of the bid documents or as to anything to be done or not to be done by the bidders or any clarification or if any additional information is needed by the bidders, these shall be set forth in writing and submitted to the Secretary, Cochin Port Trust, well in advance of the date fixed for the Pre-bid meeting. Prospective bidders are advised to attend the pre-bid meeting to present their queries for clarification. The clarifications provided will be hosted on the website of Cochin Port Trust and MSTC. Separate public notice or advertisement will not be given for changes made in the tender document based on pre-bid queries.

2.8. Reserve price of the land offered on lease is given in the schedule at section 2.6. Bidders are required to quote price not less than the reserve price. Any price quoted below the reserve price for the land will not be considered and will be rejected and EMD of such bidders will be forfeited.

2.9. **Remittance of Cost of Bid document and EMD through RTGS:** Bidders have the option to remit cost of bid document and EMD through RTGS/NEFT. Bank Details of Cochin Port Trust are given below:

Name of Bank : State Bank of India
Name of Branch : Cochin Port Trust
IFSC Code : SBIN0006367
Account No : 10601197375
Account Holder's Name : Cochin Port Trust

2.10. The Earnest Money Deposit of unsuccessful bidders will be refunded within 30 days from date of opening of price bid. The EMD of successful bidder will be refunded on remittance of Security Deposit and non- refundable one time premium as stated in the allotment order.

2.10.1. No interest will be paid on the Earnest Money Deposit from the date of its receipt until it is so refunded.

2.11. The EMD shall be forfeited under following circumstances:

2.11.1. If the bidder quotes a price less than Reserve Price of one time non refundable Premium.

2.11.2. In the event of the bidder withdrawing / modifying his bid before the expiry of bid validity of 180 days from due date of the tender.

2.11.3. Failure to pay onetime non refundable premium or failure to pay security deposit within the stipulated time, upon award of allotment order.

2.12. Original DDs/BCs in lieu of Cost of Bid Document and EMD has to be deposited in the Tender Box of Estate Division kept at the ground floor of Administrative building of

Cochin Port Trust, before the scheduled date and time of opening of the bid, failing which the bid will be rejected.

2.13. If Cost of bid document and EMD is paid through RTGS, UTR numbers of the transactions should be communicated to the e-mail id of the contact person of Cochin Port Trust as mentioned in Section 2.43, at least one day before the date and time of opening of e-tender. Cochin Port Trust will verify that cost of bid document and EMD as referred in the UTR number has been received in the Bank account mentioned in section 2.9. If cost of bid document and EMD amount have not reflected in the Bank account of Cochin Port Trust, the bid will be rejected.

2.14. Downloaded document is to be printed in a clearly readable form in A4 size sheet. Printed bid document shall be duly filled, signed and stamped on all pages as token of acceptance of terms and conditions of the bid. The downloaded bid documents if found tampered with by way of any deviation from the original document hosted on website, will result in disqualification. Duly filled, stamped and signed bid document (except price-bid) shall be scanned and uploaded in the e-bid portal http://www.mstcecommerce.com. Any bid not so complete is liable to be rejected.

2.15. Bidder should give an undertaking as per ANNEXURE I that they have not made any changes in the tender documents signed and uploaded in the e-tender portal.

2.16. Bidders shall give an undertaking as per ANNEXURE II 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.

2.17. Bidders shall disclose any payments made or proposed to be made to any intermediaries in connection with the bid as per proforma at Section 8. In case no payment is made or not proposed to be made a 'Nil' statement shall be enclosed.

2.18. **Tender Variable:** The bidders are required to quote the onetime non refundable premium for the land offered. GST at prevailing rate will be charged extra.

2.19. **Minimum Qualification Criteria MQC**

2.19.1. The existing lessee of the land is eligible for submitting the bid, provided all dues payable by the existing lessee to Cochin Port Trust have been cleared. In case existing lessee of the land has defaulted in payment of dues to Cochin Port Trust, the bids of such lessees will be rejected.

2.19.2. The bidders other than the existing lessee of the land, who wish to participate in the bid, must fulfill the following requirements.

2.19.2.1. The bidder should either be a Firm or a Company.

2.19.2.1.1. In case of a Sole Proprietorship firm, an affidavit of Sole Proprietorship should be submitted in the firm's letter head along with the bid.

2.19.2.1.2. In case of a Partnership firm, partnership deed duly notarized, should submitted along with the tender.

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

2.19.2.2. Average annual financial turnover of the bidder for the last 3 years ending on 31st March of the previous financial year should be as stipulated in the schedule given at section 2.6.

2.20. **Validity of Bid**: The bid shall remain valid for a period of 180 days from date of opening of technical bid. The Cochin Port Trust may request the bidders to extend the period of validity for a specific period. The request and response thereto shall be made in writing/e-mail. The bidder 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 bid.

2.21. **Amendment of Tender Document:** At any time prior to the deadline for the submission of Tenders, Cochin Port Trust, for any reason, whether at his own initiative or in response to query from prospective bidders, may modify the Tender document by an amendment.

2.21.1. Any amendments issued will be hosted in the Cochin Port Trust and MSTC website at least 5 days prior to the due date of submission of the tender. Bidders shall verify if any such amendment / modifications have been issued in the websites before submitting their tender and shall take cognizance of amendments and include such amendments in their submission. Communication about such amendments will not be sent to individual bidders. In any case amendments/ modifications if any, shall be binding on the bidder.

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

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

2.23. In case of partnership firm, Power of attorney in favour of the Partner/person signing the documents authorizing him to sign the documents should also be submitted along with the bid. In case of Company copy of the Board Resolution authorizing the signatory of the bid to sign on behalf of the company should also be submitted along with the bid. Bids without these documents are liable to be rejected.

2.24. Copies of audited Annual Accounts for the last 3 years to prove average annual financial turnover should also be submitted along with the bid. Bids without these documents are liable to be rejected.

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

2.26. All the documents submitted should be indexed and page numbered.

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

2.28. Unit of Measure (UoM) is indicated in the e-bid Floor. Rate to be quoted should be in Indian Rupees as per UoM indicated in the e-bid floor/bid document

2.29. **Submission of Bid:**

2.29.1. EMD and cost of bid document submitted in the form of Demand Drafts (DD), should be put into an envelope superscribed with tender number, due date, name of bidder, unit number for which the bid is submitted. The envelope containing EMD and cost of tender document should be dropped in the tender box marked “Estate Division”, 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 bid

2.29.2. The bid document should be submitted in two separate stages (i) techno-commercial stage and (ii) price bid in the e-tender Portal.

2.29.2.1. Techno-commercial stage:

2.29.2.1.1. Bid documents duly filled (except price schedule) signed and stamped on all pages should be scanned and uploaded.

2.29.2.1.2. Copies of profit and loss statement, balance sheets and auditor’s report/annual report for the past 3 years should be scanned and uploaded.

2.29.2.1.3. Copy of GST registration certificate and PAN in favour of the firm should be scanned and uploaded..

2.29.2.1.4. Power of Attorney in favour of person authorized to sign the bid document and to execute the lease deed should be scanned and uploaded..

2.29.2.1.5. Copies of document defining the constitution or legal status of the firm/ company should be scanned and uploaded..

2.29.2.1.6. **Section 7** Profile of Bidder & Details of the project proposed will be displayed on line at the time of submission of e-tender. Same shall be filled on line itself.

2.29.2.2. Price Bid: The price bid format (Section 14) is given separately. It should be filled ON LINE by the bidder.

2.30. The bidders are required to submit both Technical bid & Price bid in ***'e-bid' mode*** only on http://www.mstcecommerce.com before the due date and time fixed for opening of techno-commercial bid.

2.31. Disclosure / indication of the Price(s) in the Techno- Commercial Bid shall make the Bid disqualified and will be rejected.

2.32. Techno-commercial Bid will be opened at 15:00 hrs on **16.03.2019** in the e-bid portal http://www.mstcecommerce.com.

2.33. Bidders who are found qualified after evaluation of techno-commercial bid will be intimated to 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 participate in the auction process by quoting onetime non refundable premium for the plot. No auction shall however be held in case of receipt of only one valid bid for the plot.

2.34. After completion of e-auction, Price Bid submitted along with the technical bid will be opened electronically.

2.35. Highest bid among the highest Price Bid and highest e-auction bid will be accepted as the H1 bid for the plot concerned.

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

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

2.38. Canvassing in connection with the bid is strictly prohibited and the bids submitted by the suppliers who resort to canvassing will be liable for rejection.

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

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

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

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

2.43. Contact Person of Cochin Port Trust

Sri. Shibu.M.S
AE (C)
Estate Division, Cochin Port Trust
Cochin-682009
Phone Number-04842582194
Email id: shibu.ms@cochinport.gov.in

Smt. Emily.P.David
Sr.Asst. Estate Manager
Estate Division, Cochin Port Trust
Cochin-682009
Phone Number-0484 2582103
Email id: emili@cochinport.gov.in

3. Instructions on e –bidding procedures

3.1.This e-bid of Cochin Port Trust is executed through the service provider M/s. MSTC Ltd , 19/5&19/6,3rd Floor, Kareem Tower, Chunningham Road, Bangalore-560052.

3.2.Registration of Bidder with M/s. MSTC: Bidders are required to register themselves online with http://www.mstcecommerce.com by following the link:- Port Lease Property→ CoPT→ Registration → Register as Bidder → Filling in details and creating own user-id and password→ Submit. Registration is free of cost.

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

3.2.1.1. Name of the bidder

3.2.1.2. PAN of the bidder

3.2.1.3. Address of the bidder

3.2.1.4. 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];

3.2.1.5. 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];

3.2.1.6. Status of the bidder (proprietor, partnership firm, company, joint venture, others (to specify if others)

3.2.1.7. 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];

3.2.1.8. Land Phone No. of the bidder(optional) [in case the bidder is other than an individual, Land Phone No. of the authorized representative of the bidder is to be furnished];

3.3.Bidders will receive a system generated mail confirming their registration in the mail id which the bidder has provided at the time of filling in the registration form. This e mail should be forwarded to the contact persons of MSTC mentioned in section 3.28.

3.4.Bidder will receive a unique registration number and password to log-in to MSTC e-auction site. At this stage, bidders who are in possession of Digital Signature Certificate are eligible participate in the e-auction process.
3.5.The bidders should have a valid digital signature certificate (Class-II or Class-III) issued by any of the valid Certifying Authorities to participate in the e-bid. Bidders are required to obtain the same at their own cost and arrangement prior to participation in the instant bid. Bidders are advised to obtain digital signature certificate and to complete the registration process well in advance and submit their bid keeping sufficient time in hand. They are advised not to wait till last minute to submit their bid.
3.6.In case of any clarification, bidders are advised to contact MSTC at the contact address given section 3.28, before the schedule time of the e –bid.
3.7.Only after registration, the bidder(s) can submit bids electronically. Submission of technical bid as well as Price bid has to be done by electronic bidding through the internet.
3.8.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.
3.9.Both price bid & technical bid are to be submitted on line at http://www.mstcecommerce.com
3.10. System Requirement :
3.10.1. Windows 7 /Windows8 Operating system
3.10.2. IE-7 or above internet browser
3.10.3. Signing type digital signature
3.10.4. JRE Software to be downloaded and installed in system. To enable ALL active X controls and disable 'use pop up blocker' under Tools-Internet Options- customs level.
3.11. Any notice/addendum/extension notice/corrigendum to the bid would also be hosted in the e-biding portal of M.S.T.C under the "Notification" Link such documents will also be uploaded in Cochin Port Trust Website.
3.12. E-bid cannot be accessed after the due date and time mentioned in this Bid Notice unless extended further with due notice in the website.
3.13. Unit of Measure (UoM) is indicated in the e-bid Floor. Rate to be quoted should be in Indian Rupees as per UoM indicated in the e-bid floor/bid document.
3.14. After remitting cost of bid document and EMD as stated in section 2.3 and 2.4, the bidder would login to the e-Biding portal of MSTC and shall submit bid on-line by filing in required information, including payment particulars. Also, the bidder shall indicate correctly the relevant details pertaining to the remittance of the payment and mode thereof in the specified field of the on-line bid form.
3.15. Bidders should furnish their Bank Account details, IFSC Code of Bank etc. at the time of remittance of EMD to make the process of refund/release of EMD**.**
3.16. Submission of on-line Bid.
3.16.1. The bidder(s) who have remitted Cost of Bid Document and EMD can only submit their technical bid and price Bid through internet in MSTC website.
3.16.2. Follow the links: www.mstcecommerce.com→ **Port Lease Property → CoPT →** Login →Click for Auctions→ Stage I Bid Submission→ Live Auctions →Selection of the live event→ Techno Commercial and Price Bids
3.16.3. 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 executed, the bidder will not be able to save/submit their bid and will get the error messages.
3.16.4. After filling in the Common Terms (Commercial Specifications), bidder should click 'save' for recording their Commercial bid. Then the bidder shall upload supporting documents by clicking on "Attach Docs" link. Then the link for Technical Bid would be

activated and the bidder should click on 'save' for recording their Technical bid subsequently. Once the same is done, the Price Bid link becomes active and the same has to be filled in and then bidder should click on "save" to record their price bid. Once both the Technical bid & Price bid are saved, the bidder can click on the "Submit" button to register their bid.

3.17. All correspondence to the bidder(s) after participation in the bid shall be sent by e-mail only during the process till finalization of bid. 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 that their DSC (Digital Signature Certificate) remains valid during all stages of e-biding.

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

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

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

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

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

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

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

3.25. The bidder shall ensure that the person who is holding the digital signature should sign in the submitted hardcopy also

3.26. Format for Profile of Bidder & Details of the project proposed as given in section 7 of this tender document will be displayed online at the time of submission of e-bid. Same shall be filled online itself. In addition to the above, the documents mentioned in section 2.29.2.1 should be uploaded in the e-tender portal.

3.27. Bidding process

3.27.1. While quoting for this bid, the 'Reserve onetime premium for that plot in Rupees shall be displayed automatically by the system on-screen in the Price Schedule format.

3.27.2. Then the bidder shall only fill in the onetime premium amount (lumpsum) in Rupees. 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.

3.27.3. Immediately, the system shall display the final quoted total one time Premium with taxes extra thereon.

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

3.27.5. After closing date of bid submission, date of e auction will be intimated to the bidders who have qualified in the technical evaluation. E-auction shall take place with the reserve price as the floor price for e auction.

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

3.27.7. No Auction shall however be held in case of receipt of only one valid bid for any plot.

3.27.8. Price Bids of the technically qualified bidders shall be opened after the e -auction is over.
3.27.9. Prices quoted in the e-auction and Prices quoted by the qualified bidders in their Price bid will be compared. The bidder who has given the highest bid (after considering price given in the Price Schedule and that, obtained through e auction) amongst all the bidders, shall be treated as the successful bidder.
3.27.10. All taxes, as may be applicable from time to time shall be payable extra above the final bid amount.
3.27.11. During e auction, a willing bidder shall get time to submit bid or improve the same as may be desired until the closing time is over.
3.27.12. In case of submission of any bid within eight minutes immediately before closing time of e auction, the system will allow further bid by any other technically qualified bidders for the next eight minutes from the time of submission of last online bid. This will go on till no bid is received within eight minutes of the last bid received. Once the period of eight minutes without any bid is over, the bidding will automatically closed and no further bidding will be allowed by the system.
3.28. Contact Person of MSTC
Sri. Vikas Kumar
Phone Number- 080-22260054/22266417/22379145
Email id: vkumar@mstcindia.co.in

Sri Arnab Sarkar
Phone Number- 080-22260054/22266417/22379145
Email id: asarkar@mstcindia.co.in

4. General conditions of lease

4.1.In the bid (as hereinafter) defined, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.
4.1.1. 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.
4.1.2. Bidder(s): means the Firm or Company who submits the bid for the land put to tender.
4.1.3. Award price: means the sum quoted in the bid 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 Bid Document.
4.1.4. Officer-in-charge: means an officer of CoPT as nominated to be in charge of bid of this assignment, by the Secretary, Cochin Port Trust.
4.1.5. Singular and Plural: Words importing the singular only also include the plural and vice versa where the context requires.
4.1.6. Headings: The headings as mentioned in the Bid Documents shall not be taken into consideration in the interpretation or construction thereof or of the contract.
4.2. The lease of the land as per this tender shall be carried out as per the Policy Guidelines for the Land Management by Major Ports, 2014 and subsequent clarifications/amendments/orders issued by the Ministry of Shipping, Government of India from time to time.
4.3. The existing /earlier lessee of the tendered land should participate in the tender, if they wish to renew the lease period. The right of first refusal will be extended to the existing/earlier lessee and they will be allowed to match H-1 bid after tender cum auction process. In case the existing lessee is not willing to match with the H-1 bid, the bid will be

considered for awarding to the H-1 bidder after observing all conditions stipulated in the tender document.

4.4. In case the existing lessee is not the successful bidder, the successful bidder have to remit the value of all the structures within the tendered area before taking over of the land, recommended by a third party valuer, agreed upon by the Port and the existing lessee and the amount would be passed on to the existing lessee. Depreciated value of the buildings in respective plots are given in section 2.6.

4.5. The successful bidder shall not underlet or otherwise sublease the leased premises or the buildings/structures erected or to be erected thereon or any part thereof. Any sub-lease of the leased premises or any part thereof or of the buildings to be erected thereon or any part thereof shall be treated as unauthorised and shall make the lease liable for termination/cancellation.

4.6. **Site inspection:** It would be deemed that prior to submission of bid, the bidder has made a complete and careful study of the existing conditions including but not limited to (a) the site conditions; (b) condition of 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. The Port Trust shall not be liable for any mistake or error or neglect by the bidder in respect of the above.

4.7.The bidder is expected to examine carefully the contents of the bid documents, including but not limited to the terms and conditions in the lease deed format at ANNEXURE III.

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

4.9.**Notification of Award**: Cochin Port Trust will notify the successful bidder, in writing, that his bid has been accepted, through a letter of allotment. Until a formal lease deed is prepared and executed, the letter of allotment and the tender document submitted by the successful bidder shall constitute a binding contract.

4.10. **One-time premium (non-refundable)**: The successful bidder shall pay to the Cochin Port Trust, onetime non refundable premium quoted in the Bid cum Auction along with applicable GST, within 30 days from the date of receipt of letter of allotment to the successful bidder. The onetime non refundable premium will not be refunded under any circumstances.

4.11. **Security Deposit:** The successful bidder should also pay two years normal lease rent as per Scale of Rates as non interest bearing refundable security deposit for the duration of the lease (30 years). 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. As and when the lease rent is revised/increased, the Lessee shall deposit with the Lessor as additional security deposit such further amounts as will make the total security deposit equal to two years' then lease rent. The security deposit so paid shall be refundable without interest, after adjustment of any dues including but not limited to any arrears of lease rent or other amounts due to the Lessor and/or damages to the Premises, at the time of handing over vacant possession of the leased premises on the expiry or termination of the lease.

4.12. **Mode of Payment**: All payments to Cochin Port Trust shall be made through **e-payment** or by 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.

4.13. **Bank Details of Cochin Port Trust for e-payment:**

State Bank of India, Cochin Port Trust Branch,
A/c No.10601197375, IFSC Code – SBIN0006367.

4.14. **Execution of Lease deed:** Successful bidder shall execute the Lease Deed in the as per ANNEXURE III within 180 days from date of taking over of the plot on Kerala State Stamp Paper of appropriate value. Cost of stamp paper and all cost and expenses for execution of lease deed shall be borne by the successful bidder.

4.15. **Handing over of land/Building**: The land and/or building will be handed over to successful bidder only on payment of the accepted one-time non-refundable premium quoted (including GST) in the bid cum auction and payment of two years lease rent as security deposit as stipulated in clause 4.10 and 4.11.

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

4.17. **Annual lease rent**: The lessee shall pay the annual lease rent payable with cumulative escalation of 2% as per the notified Scale of Rate in two half yearly installments, i.e. on or before 31st March and 30th September every year. The lessee shall continue to pay lease rent till the completion of lease period of 30 years.

4.18. **Taxes, levy, duty:** The lessee 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 lessee 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 executing the lease deed. All such payments to be made by the bidder are deemed to have been included/considered while quoting the bid.

4.19. 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.

4.20. Cochin Port Trust is the licensee for distribution of electricity and water in Willingdon Island. If the lessee requires power and water supply connection to the leased premises, they shall apply to the respective departments of Cochin Port Trust for the same. The Port shall provide necessary power and water at Port tariff up to the point of the plot if feasible, failing which, the lessee shall make their own arrangements for supply of the same.

4.21. The successful bidder is bound to develop the leased land like providing drains, roads etc. at their cost.

4.22. The area of plot given is approximate and there may be marginal variations. The sketches showing the location of the plots are attached.

4.23. The bidder shall ensure that the person who is holding the digital signature should sign in the submitted hardcopy also

4.24. **Confidentiality:** The bidder shall treat all the documents and information received from the CoPT and all other related documents / communications in confidential manner and shall ensure that all who have access to such material shall also treat them in confidential manner. The bidder shall not divulge any such information unless the CoPT authorities permit this in advance in writing.

4.25. **Termination of Lease**: If any of the following events shall have happened and be continuing, the CoPT may, by written notice to the Lessee, shall terminate the Lease.

4.25.1. If the land is used for other activities/purposes not prescribed in the bid**.**

4.25.2. A default shall have occurred on the part of the lessee in the executing of lease deed as stipulated in section 4.14.

4.25.3. If the leased land/building or the buildings/structures erected or to be erected thereon or any part thereof is underlet/subleased, it shall be treated as unauthorised and the lease will be terminated.
4.25.4. If the lessee fails to perform any other obligation under the lease deed.
4.25.5. If the lessee, in the judgment of the Cochin Port Trust has engaged in fraud/corruption.
4.25.6. Termination for Insolvency: The Cochin Port Trust may at any time terminate the lease by giving notice to the lessee if the lessee becomes bankrupt or otherwise insolvent. Such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Cochin Port Trust.
4.25.7. Termination for Convenience: Cochin Port Trust, by notice sent to the lessee, may terminate the lease, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Cochin Port Trust's convenience, the extent to which the lease deed has been terminated and the date upon which such termination becomes effective.
4.25.8. Any other condition which makes it unable for either party by reason of "force majeure" as referred to in Clause 4.26 to successfully carry out the assignment/s or to accomplish the purpose of the contract.
4.26. **Force Majeure**.
4.26.1. If either party is temporarily unable by a reason of Force Majeure or the laws or regulations of India to meet any of its obligations under the contract, and if such party gives to the other party written notice of the event within 14 days (fourteen days) after its occurrence, such obligations of the party as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues.
4.26.2. Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in clause 4.26.1 above or delays arising from such event.
4.27. **Cochin Port Trust's Lien**: Cochin Port Trust shall have lien on all or any moneys that may become due and payable to the lessee under these presents or in respect of any debt or sums that may become due and payable by Cochin Port Trust to the lessee either alone or jointly with another or others and either under this or under any other contract or transaction of any nature whatsoever between the Cochin Port Trust and the lessee.
4.28. **Statutory approval:** All statutory approvals are in the lessee's scope. The lessee shall obtain all statutory clearances as may be required as per law from the concerned department before execution / commissioning of the project
4.29. **Changes in constitution of firm**: In the case of any change in the constitutions of the firm, same shall be forthwith notified by the bidder to the Secretary for information.
4.30. The land/Building is offered on as is where is basis. Renovation and restoration works are to be carried out for the continued use of the buildings/structures as decided by the successful bidder. These works are to be carried out by the successful bidder at their cost and risk. The lessee shall enjoy ownership rights and is free to remove the same from the leased land, if required with the approval of the lessor.
4.31. **Indemnify against Accident and Damage**: The lessee will be held liable and responsible for all accidents or damages from whatsoever cause arising, and chargeable for anything that may be lost, stolen, damaged, removed or destroyed at any time till the land/building (as the case may be) is taken over by the Cochin Port Trust. The lessee will also be held responsible and guaranteed to make good any damage to or defects in the said land/building (as the case may be) or any portion thereof.
4.32. The lessee should bear the cost of infrastructure required for the power connectivity to their premises

4.33. The lessee shall follow all safety norms as may be prescribed by the competent authority.
4.34. Proper environmental/Pollution control safe guards as per law must be incorporated in the design and implementation of the any work/activity/project in the leased premises.
4.35. Lessee shall maintain the existing drains if any in the plot properly.
4.36. The lessee should maintain the leased plot clean, tidy and hygienic during the entire period of lease**.**
4.37. The lessee shall make good at his cost if any damage of loss caused to any nearby structures by him during the entire period of lease
4.38. The lessee shall take adequate precautions against fire hazards and anti social activities during the entire period of lease.
4.39. The ownership of the plot will vest with Cochin Port and the lessee should not construct any permanent/temporary structure without the prior permission of Cochin Port in the land/building allotted to them**.**
4.40. The lessee should ensure that all waste generated during the lease period are properly packed and disposed off. Disposing of waste/effluents into the water bodies of Cochin Port Trust is an offence and penal action will be initiated against the lessee for such offence.
4.41. The lessee should keep a harmonious relationship with nearby occupants/lessees.
4.42. Leased premises shall be provided with adequate lighting, drainage and security facilities for safe operations.
4.43. The lessee shall strictly follow the environmental regulations.

5. Special Conditions

5.1. The lease period will be for 30 years for all Units
5.2.In terms of the Policy Guidelines for Land Management by Major Ports, 2014, if the lessee is not able to utilize the entire land leased to him, the portion of the leased premises not required by him should be surrendered. Subletting of the leased premises shall not be permitted. However, considering that the warehousing is an essential part of the operations of the Port and of logistics operations in general, the spare capacity in the warehouse may be utilized for storing and delivering of EXIM or costal cargo goods handled through Cochin Port belonging to other Importers/Exporters on a short time basis, not exceeding 6 months at a time, so as to increase the cargo throughput through the Port. This spare capacity in the warehouse provided to other Port users shall be in the form of a service rendered, for which a Storage Service Agreement shall be entered into by the lessee. The above bid conditions are subject to review at any time based on Policy directions/clarifications from Ministry of shipping/Cochin Port from time to time.
5.3.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 bid. The bids will be qualified for next stage only after perusal of the above details and if the proposed activities in the land(s) are acceptable to Cochin Port Trust (Not applicable to existing lessee). If the activities proposed by the bidder are not acceptable to Cochin Port Trust the bid will be rejected.
5.4.The bidder shall have adequate financial capability for the implementation of the project. (Not applicable to existing lessee).
5.5. Bidders should submit a tentative project report for developing the land for the intended purpose. After taking over of the site, the lessee should give a bar chart for various activities connected with the developing activities to be undertaken. (Not applicable to existing lessee).

6. Scale of rate

Sl. No	Location	Base Rate as on 21-08-2016 (Rs.) Per Ha. per annum			Base Rate as on FY 2018-19 (Rs.) Per Ha. per annum		
		Purpose			Purpose		
		Commercial/ office	Warehouse	Hospitality	Commercial / office	Warehouse	Hospitality
1	Willingdon Island	2574679	2059743	2810317	2658098.60	2126478.67	2901371.27

GST at applicable rate will be extra, payable by the lessee.

Tariff Authority for Major Ports (TAMP) have notified applicable Scale of Rate for lease rent with effect from 21-08-2016. The same is given in section 6. The base lease rent will be cumulatively escalated by 2% in April every year. Scale of Rate applicable for the current financial year is also given in Section 6.

Existing scale of rate came into effect on 21-08-2016. This rate will undergo upward revision in every block of five years based on the then existing Scale of Rates. 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. The Lessee shall be liable to pay any increased rent calculated on the basis of the Scale of Rates notified by TAMP from time to time.

The successful bidder should pay the annual lease rent as per the prevailing Scale of Rate (SoR) from time to time with cumulative escalation every year as notified by TAMP, till the end of lease period of 30 years.

7. Profile of Bidder & Details of the project proposed

(To be filled up online)

7.1.Name of the bidder :
7.2.Address for communication :
7.3.Address of local/ branch office if any :
7.4.Date of incorporation and commencement of business :
7.5.Parent Company, if any
7.6.PAN Number of bidder :
7.7.GST Registration Number :
7.8.Brief description of the bidder, including years of Operations of the existing business , the extent it involves/is dependent on Port based activities, etc.:
7.9.Details of existing business, if any, in the Port with details of cargo handled (attach Separate sheet/document, if required)
7.10. Details of the existing business of the bidder :
7.11. Past experience of the bidder in implementing, operating and management of similar projects (details of project):
7.12. Annual Turnover for the past 3 years
2015-16 :
2016-17 :
2017-18 :
7.13. Brief description of the project for which the land is proposed to be leased (attach separate sheet/document, if required).
Note: If the activities proposed by the bidder are not acceptable to Cochin Port Trust the bid will be rejected.
7.14. If there is any tie-up with foreign companies, please furnish the details:
7.15. Brief details of structures proposed to be Erected/constructed. :
7.16. Are you prepared to meet the expenses towards the development of the plot and surroundings, including maintaining drains, roads, etc, within/towards the plot. :
7.17. Likely date of commissioning of the facility :
7.18. Requirement of power (apprx) (in MW) :
7.19. Requirement of water (apprx) (in KL) :

(S i g n a t u r e)
(Designation & Seal of Office)

8. Proforma of disclosure of payments

To

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

Dear Sir,

I/We have made / proposed to make the following payments in connection with the bid No. **27171**

1. _____ to Mr./Ms./Messrs_____(Name and Address)

2. _____ to Mr./Ms./Messrs_____(Name and Address)

3. _____ to Mr./Ms./Messrs_____(Name and Address)

Yours faithfully,

Signature :

Name & Designation :

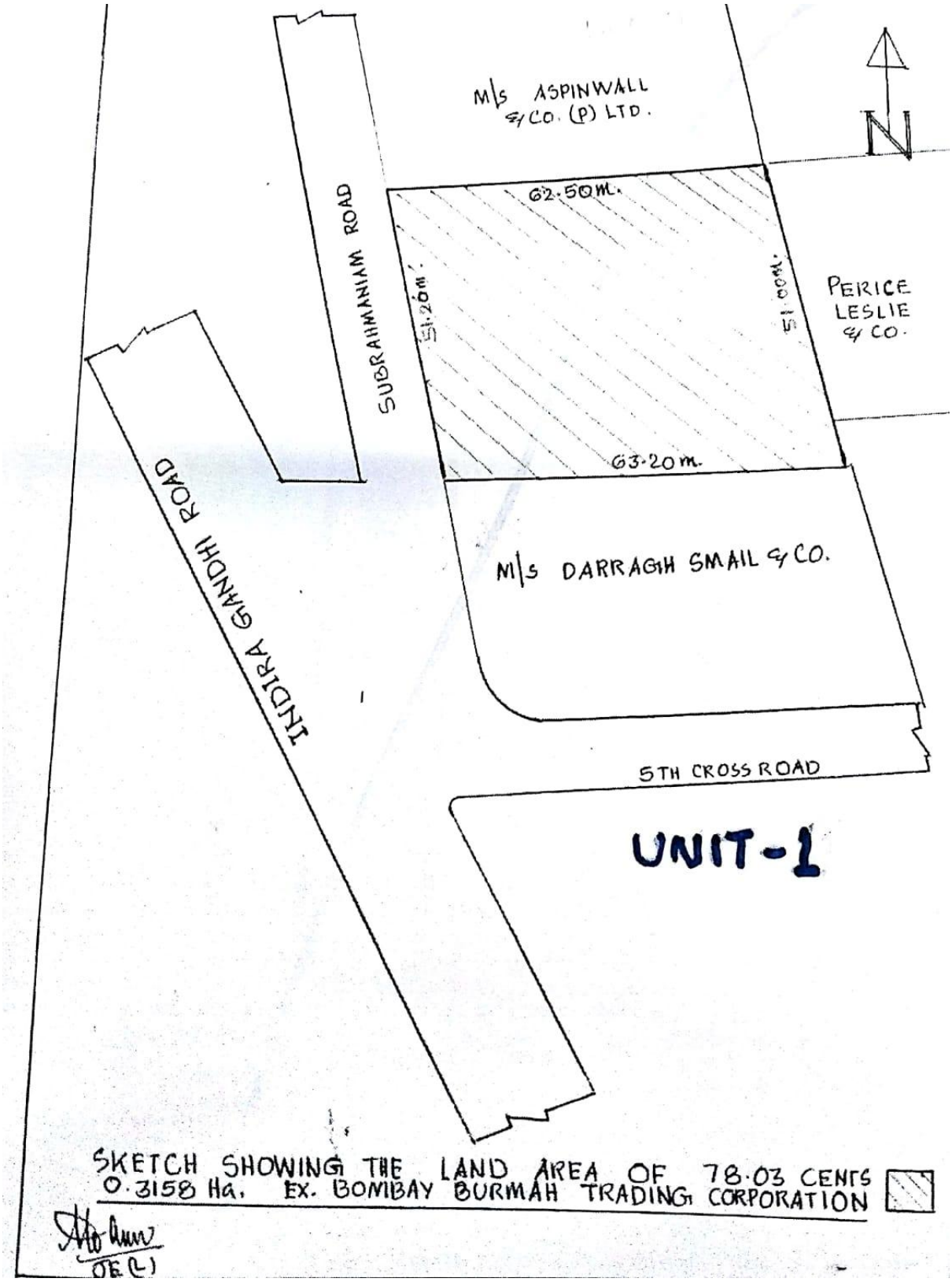
Note : In case no payment is made or proposed to be made a 'Nil' statement shall be enclosed.

9. Schedule of Plots put on tender.

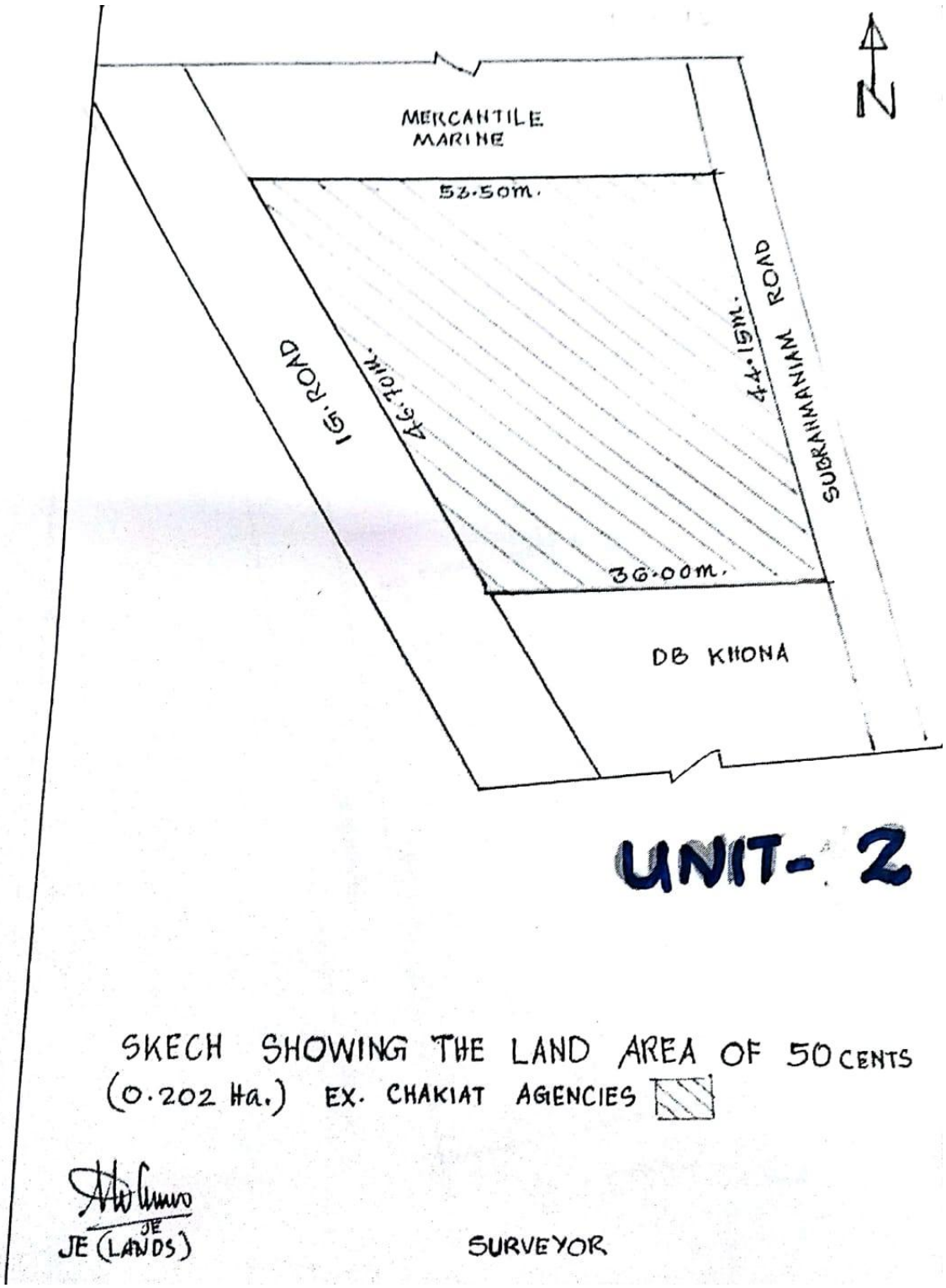
Plot	Area in Ha (cents)	purpose	Details of structures & Plinth area in M^2	Depreciated value of structure	Reserve Price for the plot
Unit -1	0.3159 (0.2649+0.051) 78.03 (65.43+12.60)	Commercial/Office	Office Space-1030.90 Godown Space-1338.54	65,15,835/-	8,39,693/-
Unit -2	0.2024 (50.00)	Warehouse	Office Space -1053.95 Godown space-207.08	24,15,862/-	4,30,399/-
Unit -3	0.4049 (100.00)	Warehouse	Office Space -723.69 Godown space-3009.83	1,36,47,328/-	8,61,011/-
Unit -4	0.1694 (0.139+0.0304) 41.83 (34.34+ 7.49)	Commercial /Office	Office Space -2377.70	1,09,78,724/-	4,50,282/-
Unit -5	0.1257 (31.05)	Commercial /Office	3 storied RCC roof building-1405.33 3 storied RCC Roof Building- 590.43	74,18,419 /-	3,34,123/-
Unit -6	0.0931 (23)	Diesel/petrol/auto LPG dispensing station	Sales office-48.84 Canopy-218.75	2,49,427/-	7,42,407/-
Unit -7	0.1456 (35.96)	Diesel/petrol/auto LPG dispensing station	Sales office-88.055 Canopy-116.64	1,91,869/-	11,61,057/-
Unit -8	0.0405 (10)	Commercial/Office	RCC roof building—60.16 AC Sheet roof building-109.34	1,58,851/-	1,07,653/-
Unit -9	0.2026 (50.03)	Warehouse	Godown building-998.12M^2 Toilet block-7M^2	8,65,206/-	4,30,825/-

10. Location sketches

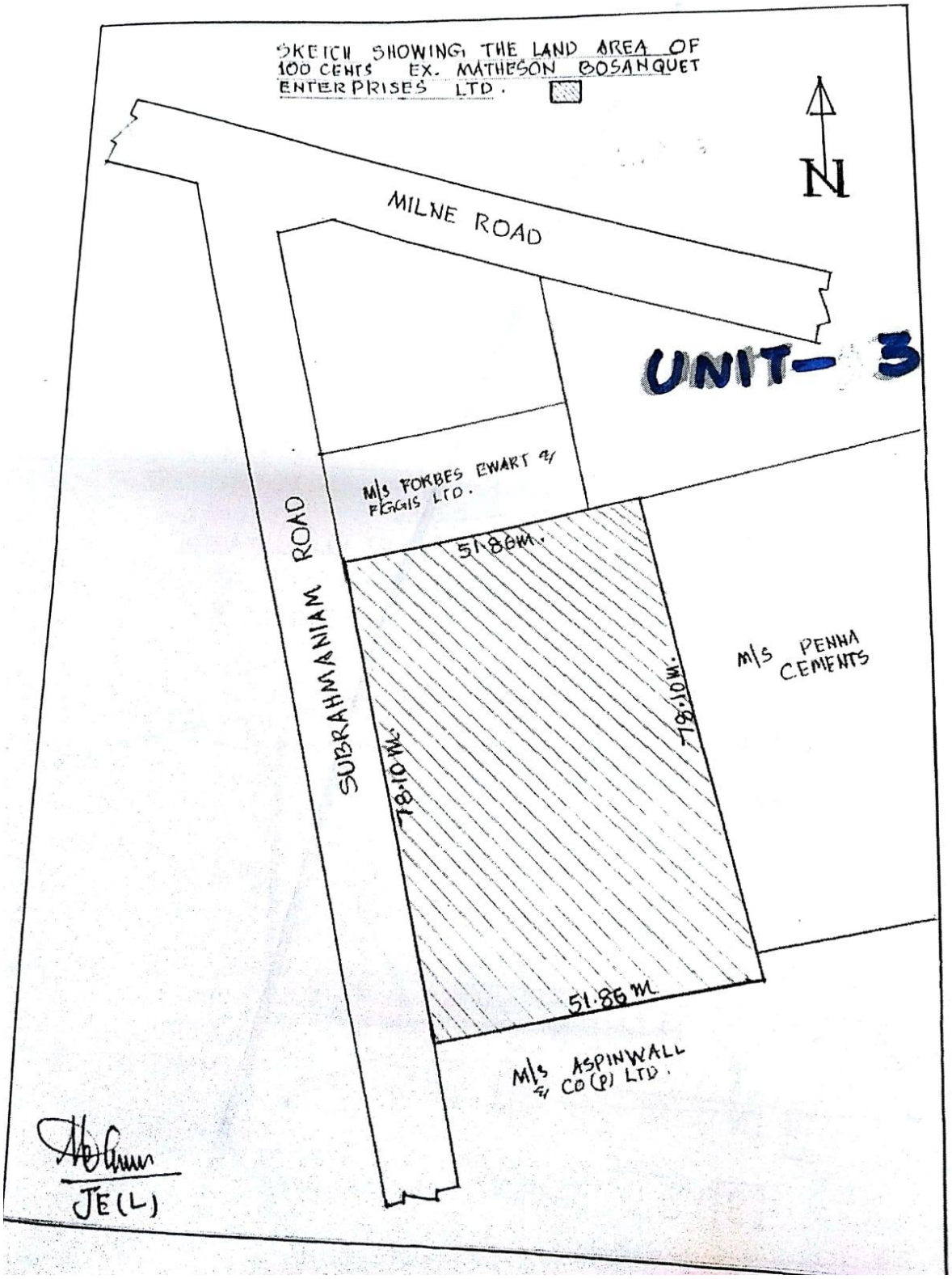
10.1. **Unit 1**



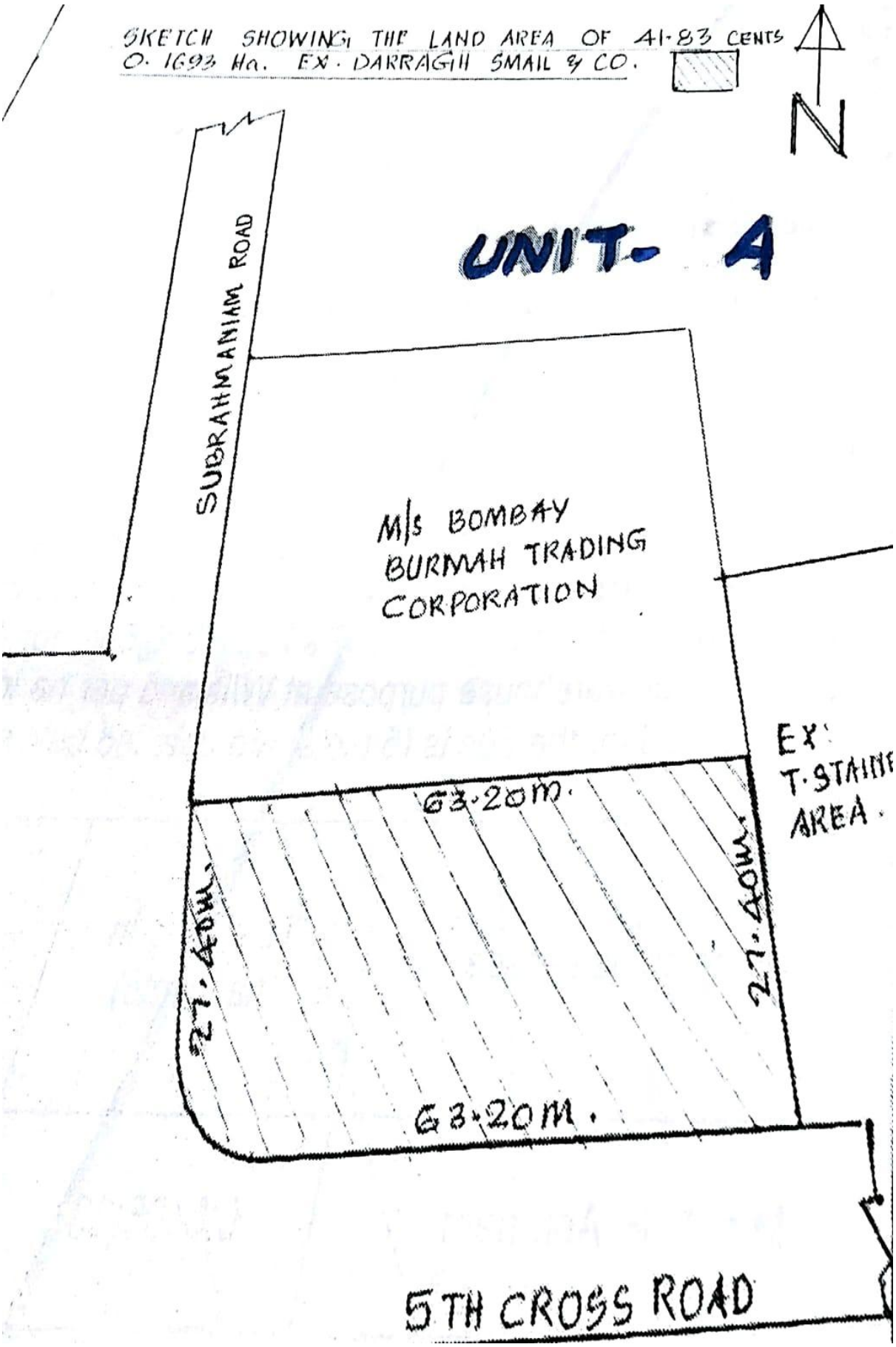
10.2. **Unit 2**


N
MERCANTILE MARINE
52.50m.
SUBRAHMANIAM ROAD
44.15m.
46.70m.
15m. ROAD
36.00m.
DB KHONA
UNIT- 2
SKECH SHOWING THE LAND AREA OF 50 CENTS
(0.202 Ha.) EX. CHAKIAT AGENCIES
JE
JE (LANDS)
SURVEYOR

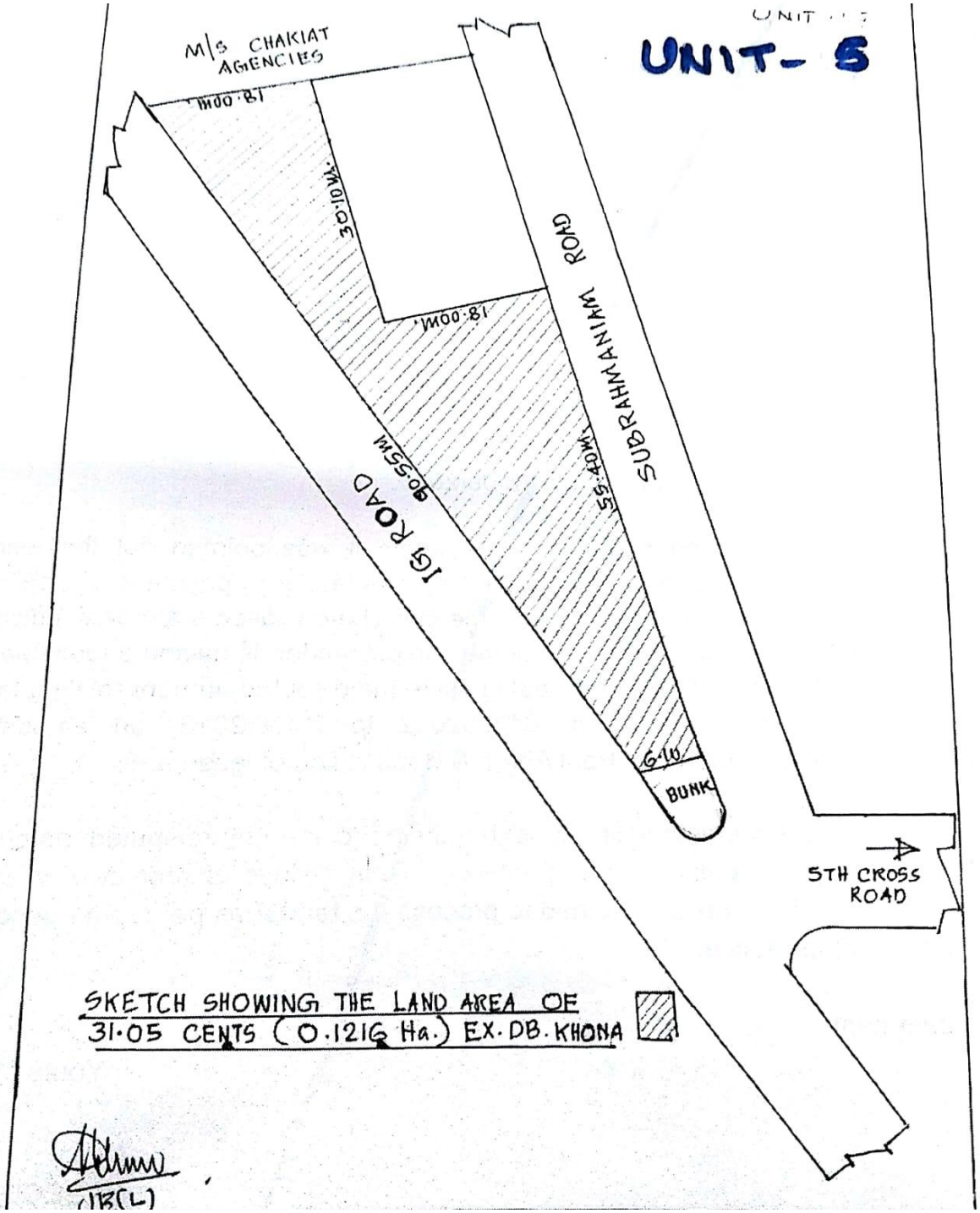
10.3. **Unit 3**


SKETCH SHOWING THE LAND AREA OF 100 CENTS EX. MATHESON BOSANQUET ENTERPRISES LTD.
N
MILNE ROAD
UNIT- 3
M/S FORBES EWART & FIGGIS LTD.
SUBRAHMANIAM ROAD
51.86M.
78.10M.
78.10M.
M/S PENHA CEMENTS
51.86M.
M/S ASPINWALL & CO (P) LTD.
JE(L)

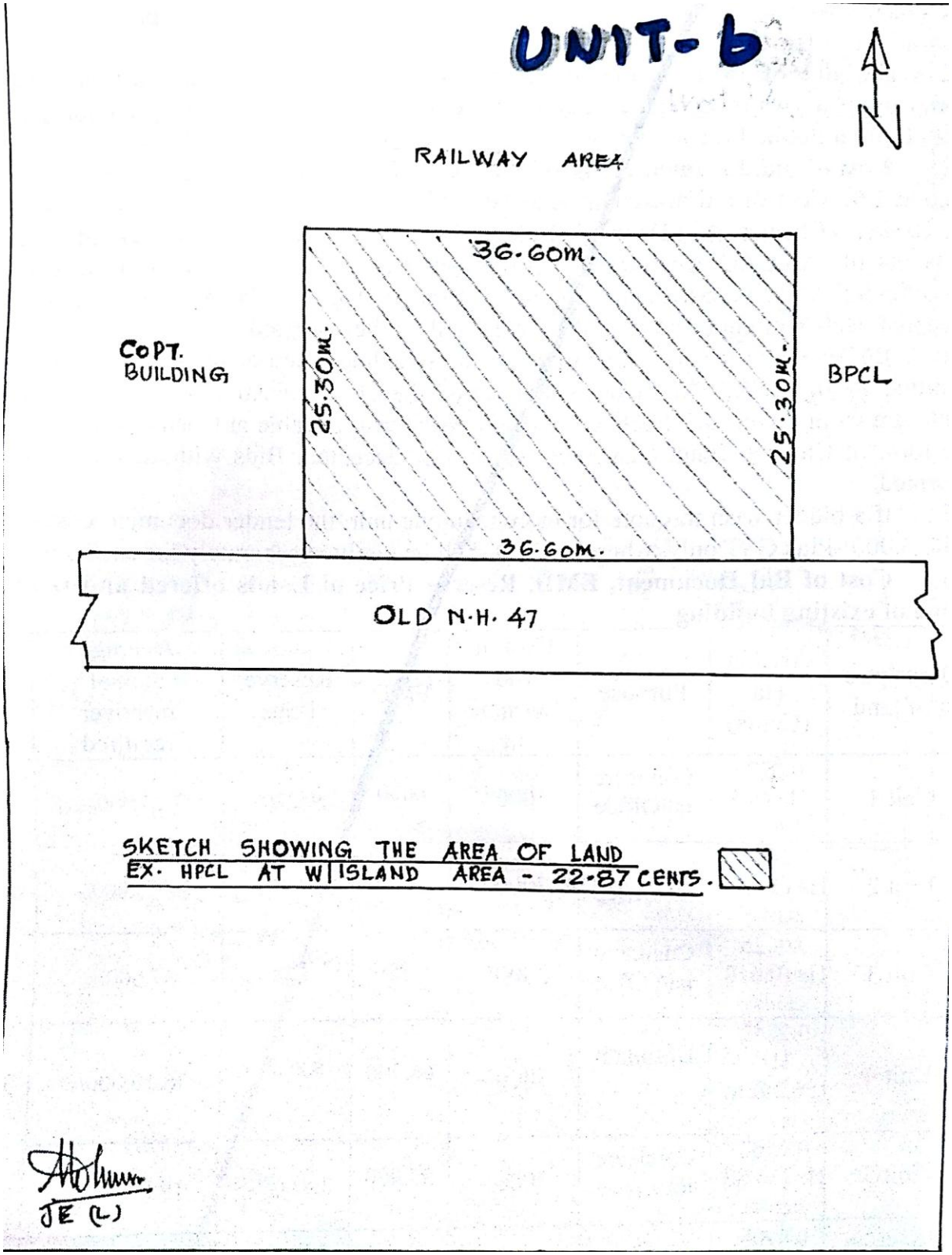
10.4. **Unit 4**


SKETCH SHOWING THE LAND AREA OF 41·83 CENTS
O·1693 Ha. EX. DARRAGH SMAIL & CO.
N
UNIT- A
SUBRAHMANIAM ROAD
M/s BOMBAY
BURMAH TRADING
CORPORATION
EX:
T·STAINE
AREA.
63·20m.
27·40m.
27·40m.
63·20m.
5TH CROSS ROAD

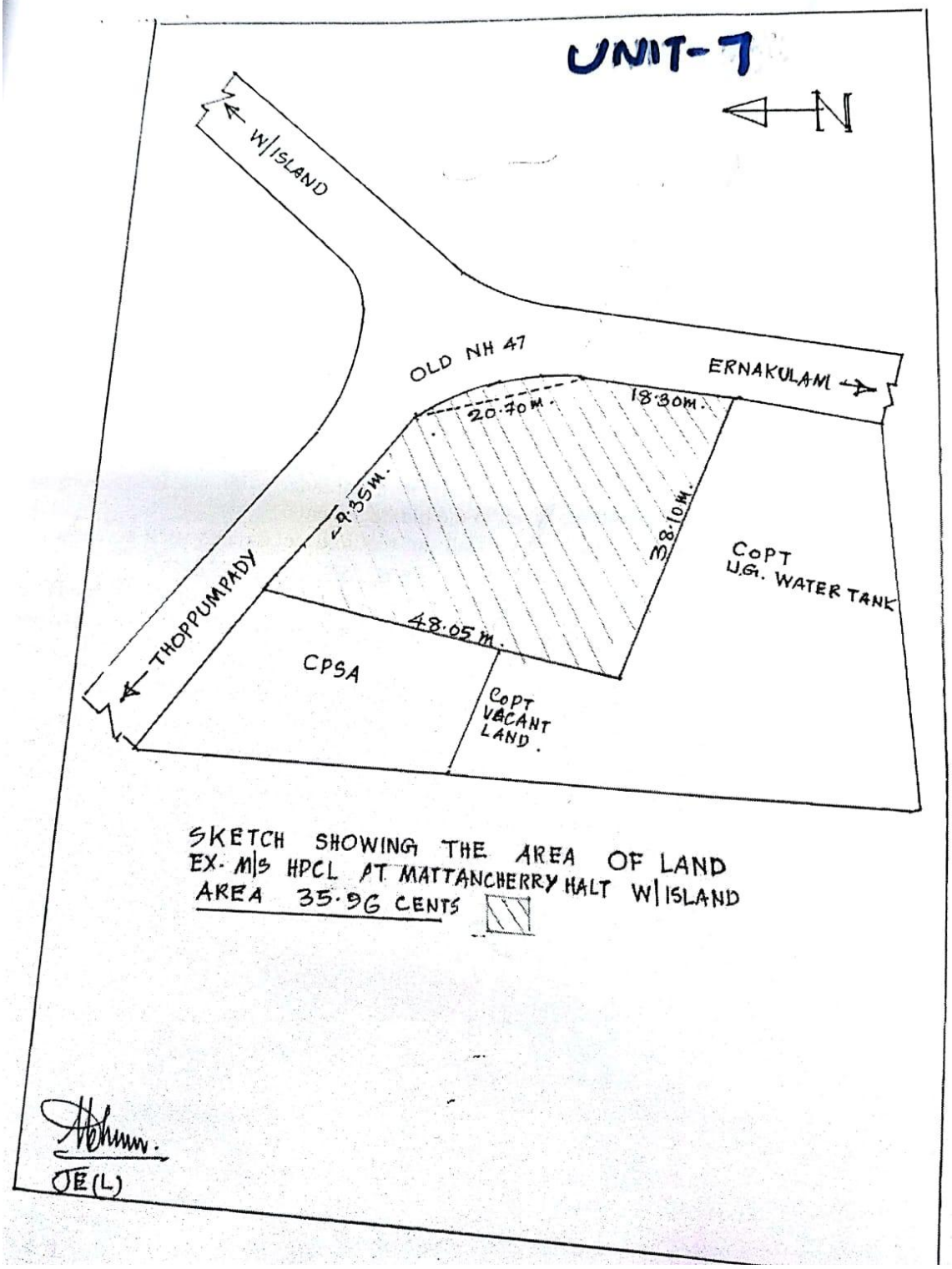
10.5. **Unit 5**


UNIT- 5
M/S CHAKIAT AGENCIES
18.00M
30.10M.
18.00M
SUBRAHMANIAM ROAD
55.40M.
90.55M
15M ROAD
6.10
BUNK
5TH CROSS ROAD
SKETCH SHOWING THE LAND AREA OF
31.05 CENTS (0.1216 Ha.) EX. DB. KHONA

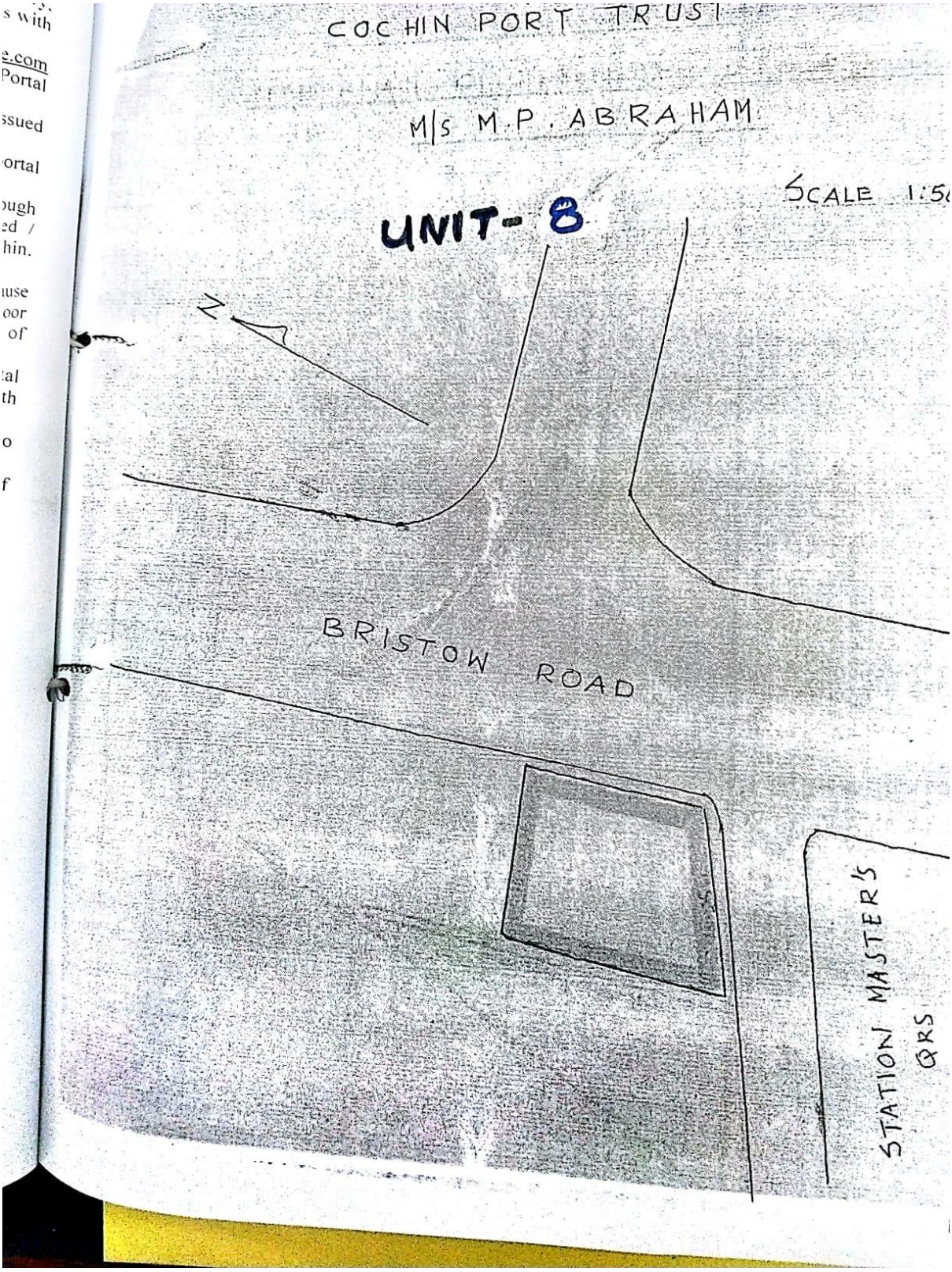
10.6. **Unit 6**


UNIT-6
N
RAILWAY AREA
36.60m.
CoPT.
BUILDING
25.30m.
25.30m.
BPCL
36.60m.
OLD N.H. 47
SKETCH SHOWING THE AREA OF LAND
EX. HPCL AT W|ISLAND AREA - 22.87 CENTS.
JE (L)

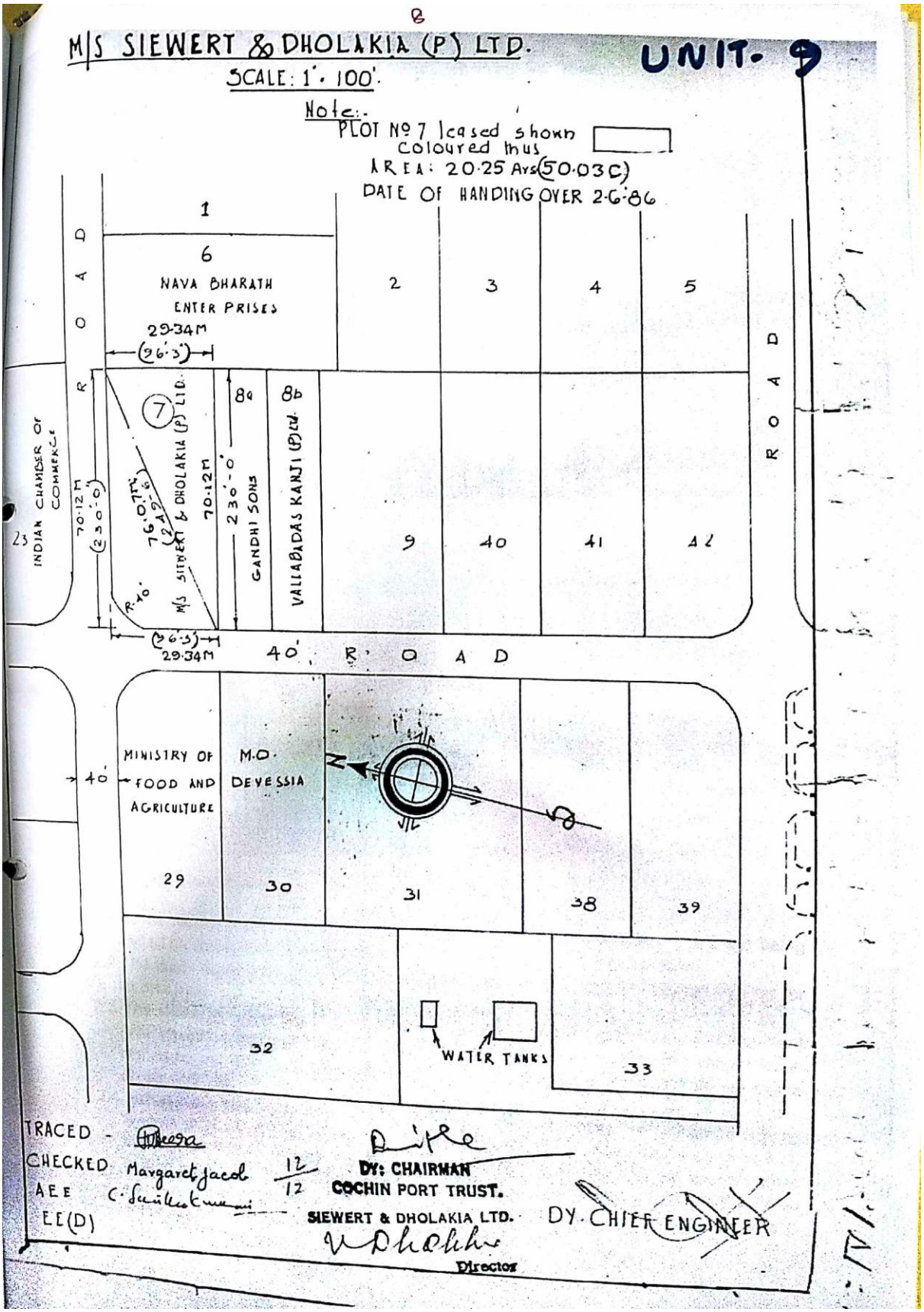
10.7. **Unit 7**


UNIT-7
N
W/ISLAND
OLD NH 47
ERNAKULAM
20.70M.
18.30M.
29.35M.
38.10M.
CoPT
U.G. WATER TANK
THOPPUMPADY
48.05 m.
CPSA
CoPT
VACANT
LAND.
SKETCH SHOWING THE AREA OF LAND
EX. M/S HPCL AT MATTANCHERRY HALT W/ISLAND
AREA 35.96 CENTS
JE(L)

10.8. **Unit 8**


COCHIN PORT TRUST
M/S M.P. ABRAHAM
SCALE 1:5
UNIT- 8
N
BRISTOW ROAD
STATION MASTER'S QRS

10.9. **Unit 9**


M/S SIEWERT & DHOLAKIA (P) LTD.
UNIT- 9
SCALE: 1" = 100'.
Note:-
PLOT No 7 leased shown coloured thus
AREA: 20.25 Ars (50.03 C)
DATE OF HANDING OVER 2-6-86
1
6
NAVA BHARATH ENTER PRISES
29.34M
(96'-3")
2
3
4
5
ROAD
INDIAN CHAMBER OF COMMERCE
23
70.12M
(230'-0")
7
M/S SIEWERT & DHOLAKIA (P) LTD.
76.07M
(249'-6")
R.10'
8a
8b
GANDHI SONS
VALLABADAS KANJI (P) LTD.
9
40
41
42
40' ROAD
MINISTRY OF FOOD AND AGRICULTURE
M.O. DEVESSIA
29
30
31
38
39
32
WATER TANKS
33
TRACED - Theresa
CHECKED Margaret Jacob
AEE C. Sankarakumari
EE(D)
12/12
DY: CHAIRMAN
COCHIN PORT TRUST.
SIEWERT & DHOLAKIA LTD.
Director
DY. CHIEF ENGINEER

11. ANNEXURE I

UNDERTAKING THAT NO CHANGES HAVE BEEN MADE IN THE TENDER DOCUMENT DOWNLOADED

To

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

Sir,

We…… …… ……do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the Tender No:

Yours faithfully,

Signature

Name & Designation

12. ANNEXURE II

UNDERTAKING REGARDING ILLEGAL METHODS FOR INFLUENCING BID PROCESS

To

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

Dear 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 :

13. ANNEXURE III

Format of Lease Deed

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 Trusts Act, 1963 represented by its …… Shri.……. Son of……..aged……. years residing on Willingdon Island, Thoppumpady Village, Cochin Taluk, Ernakulam District, Kerala State (hereinafter called "the Lessor") of the one part; AND…… (hereinafter called "the Lessee") of the other part:

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

NOW THEREFORE THIS DEED WITNESSETH that in consideration of the 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, situated on 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.

The Lessee has paid to the Lessor as one time upfront premium for the lease of the leased premises an amount of Rs…….(Rupees……..only), the said premium being non refundable under any circumstances.

The Lessee shall pay the Lessor during the said term of lease a yearly lease rent, clear of all deductions, of Rs……(Rupees……..only) (corresponding to the base lease rent of Rs……. per hectare per annum for the base year ……. as fixed by TAMP in its order dated ……. and increased by 2% annual cumulative increment) with 2% annual cumulative increment in the lease rent after every financial year. The base lease rent will undergo upward revision after every block of five (5) years from the base year based on the then existing Scale of Rates. If the base 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. The Lessee shall be liable to pay any increased rent calculated on the basis of the Scale of Rates approved by TAMP from time to time

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 as additional security deposit such further amounts as will make the total security deposit equal to two years' then lease rent. The security deposit so paid shall be refundable without interest, after adjustment of any dues including but not limited to any arrears of lease rent or other amounts due to the Lessor and/or damages to the Premises, at the time of handing over vacant possession of the leased premises on the expiry or termination of the Lease.

The Lessee shall pay to the Lessor the yearly lease rent in two half-yearly instalments, one, on or before the 30th day of September and the other, on or before the 31st day of March, every financial

year for the period April to September and October to March respectively and proportionately if the period in question is not a full half year.

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

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.

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.

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

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.

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.

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

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.

All plans for the development of leased premises shall be got approved by the Competent Authority of the Civil Engineering Department of the Lessor. The plan should also be got approved by the Local Authority concerned before commencement of any work.

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

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

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.

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.

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.

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.

This lease shall be governed by provisions of the Major Port Trusts Act, 1963, Indian Ports Act, 1908 and all directives issued by the Government of India from time to time. It shall be binding upon the Lessee to comply with all such directives issued by the Government of India and communicated by the Lessor.

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.

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.

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.

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

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

The Lessors and their authorized agents shall be entitled to enter the leased premises at any time and inspect the same

3.

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.

The lessee shall not assign or transfer the leased premises or the building(s)/structure(s) erected or to be erected thereon or any part thereof without obtaining prior approval of the Lessor. Any assignment or transfer of the leased premises or any part thereof or of the building to be erected thereon or any part thereof, without prior permission of the Lessor shall be treated as unauthorized and shall make 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.

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 reputed financial institutions / scheduled Banks.

The lessor shall retain the first charge on the leased premises or its lease hold interest on mortgaging the leased property. The Lessee shall be liable to pay such charges, fees or levy as are prescribed from time to time by the Lessor for written consent for mortgaging the leased premises or its lease hold interest.

4.

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 buildings and fixtures which at any time during the currency of this lease shall have been erected or fixed by the Lessee upon the leased premises without any claim to any compensation whatever and surrender the leased premises to the Lessor.

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.

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 buildings 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.

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

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.

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

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
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 onupfront basis, till vacant possession is obtained. In cases of upfront bidding, the annual lease rent would be determined on pro-rata basis.
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 buildings 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 buildings 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.
It is agreed between the parties that notwithstanding any other provisions herein contained, subject to Six (6) months prior notice by the Lessor, the Lessor shall be entitled to cancel the lease either in respect of the whole leased premises or any part thereof, with improvements thereon, if any, before the expiration of the lease period specified herein if the leased premises or part thereof, is required for Port's development purposes / activities and in that event, the Lessee shall be entitled to corresponding remission of the Lease Rent where applicable and compensation payable will be worked out by the 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.

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

FORMULA PRESCRIBED FOR PAYMENT OF COMPENSATION

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

DV = DEPRECIATED VALUE

E = PRESENT DAY COST

R = 10% OF E.

L = ASSESSED LIFE

A = PRESENT AGE

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.

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.

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.

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

i
ii
iii
iv

7.

The Schedule above referred to:

Registration District	:	Ernakulam
Registration Sub District	:	
Taluk	:	
Firka	:	
Village	:	
Desom	:	

Survey No. :
Sub Division No. :
Area (hectares) :
Limit : Corporation of Cochin
Tenure : Lease

DESCRIPTION

All the piece and parcel of land situated on _____

BOUNDARIES

South:
West:
North:
East:

The plan above referred to it appended.

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

The common seal of the Board of Trustees of Port of Cochin has been affixed and the Secretary of the Cochin Port Trust for and on behalf of the Board of Trustees of the Port of Cochin has signed in the presence of:

Witness(1)

(2)

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

Witness(1)

(2)

The document is typewritten :

The document is prepared by :

Correction and interlineations :

14. Format of Price bid
Bid No. 27171

Bidder should not write here, to be quoted online only

Sl. No	Description of land	Area in Hectare (Cents)	Reserve Price in Rs.	Non-refundable onetime premium offered for the plot (Excluding GST) in Rupees	
				In fig	In words
(1)	(2)	(3)	(4)	(5)	(6)
Unit-1	Land on Subramanian Road in Willingdon Island (2 plots)	0.3159 (0.2649+0.051) 78.03 (65.43+12.60)	8,39,693/-		
Unit-2	Land on Subramanian Road in Willingdon Island	0.2024 (50.00)	4,30,399/-		
Unit-3	Land on Subramanian Road in Willingdon Island	0.4049 (100.00)	8,61,011/-		
Unit-4	Land on 5th Cross Road in Willingdon Island (2 Plots.)	0.1694 (0.139+0.0304) 41.83 (34.34+ 7.49)	4,50,282/-		
Unit-5	Land on IG Road in Willingdon Island	0.1257 (31.05)	3,34,123/-		
Unit-6	Land on Old NH-47 in Willingdon Island	0.0931 (23)	7,42,407/-		
Unit-7	Land on Old NH-47 in Willingdon Island	0.1456 (35.96)	11,61,057/-		
Unit-8	Land on Bristow Road in W/Island	0.0405 (10)	1,07,653/-		
Unit-9	Land on 6th Cross road in W/Island	0.2026 (50.03)	4,30,825/-		

Signature of Bidder