



COCHIN PORT TRUST

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**E-TENDER FOR ALLOTMENT OF TOURIST JETTY WITH ALLIED STRUCTURES AT
WILLIGDON ISLAND ON LICENSE BASIS FOR A PERIOD OF 5 YEARS WITH MONTHLY
LICENSE FEE AS TENDER VARIABLE ON TENDER CUM AUCTION
(e-Tendering Mode)**

Website: www.cochinport.gov.in
www.mstcecommerce.com

TENDER No: MSTC/BLR/COCHIN PORT TRUST/4/WILLIGDON ISLAND/19-20/7709

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

COST OF TENDER DOCUMENT: Rs.3,150/- (3,000 + 150 GST)



COCHIN PORT TRUST

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COCHIN PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
(ESTATE DIVISION)

COCHIN-9

Phone: 0484-2582127, 2582128 Fax: 0484-2668163

Tender No.MSTC/BLR/COCHIN PORT TRUST/4/WILLIGDON ISLAND/19-20/7709 Dated: 17.06.2019

SECTION-1
NOTICE INVITING TENDERS (NIT)

- 1.1. e-tenders on behalf of the **Board of Trustees of Cochin Port**, in the prescribed form, in two bid system (**Part-1, Technical Bid & Part -2, Price Bid**) are invited from tenderers for **allotment of Tourist Jetty with allied structures at Willingdon Island on license basis for a period of 5 years with monthly license fee as tender variable on Tender cum Auction**. The bids should be submitted in accordance with the Instructions to Tenderers, General Conditions of Tender etc. as enumerated in the tender documents.
- 1.2. Tender Document and corrigendum/addendum/clarifications if any will be hosted in the websites of Cochin Port Trust www.cochinport.gov.in and MSTC www.mstcecommerce.com , **however Bid documents and extension or any other notice /corrigendum/addendum/clarifications if any, may be downloaded from MSTC websites only**. Bidders are advised to visit the websites regularly.
- 1.3. **Minimum Qualification Criteria (MQC) required to participate in the tender:** The bidder shall be an individual, a proprietary firm, a partnership firm, a private or public limited company or a joint venture or a consortium registered in India having an average annual turnover of Rs.18,00,000 for the last 3 years ending on 31st March 2018.
- 1.4. **Bidding criteria:** The property will be allotted to the bidders, who quote the highest monthly rent (license fee) for the property in the price bid or in the auction. Taxes will be applicable for rent.
- 1.5. Reserve Price, Cost of tender documents & Earnest Money Deposit (EMD)

| Description | Location | Cost of Tender Document (in Rs.) | EMD (in Rs.) | Reserve Price for monthly license fee(in Rs) |
|--|-----------------------|----------------------------------|--------------|--|
| Tourist Jetty along with allied structures | Near Port Guest House | 3,150 | 1,20,000 | 1,00,000 |

Tenders without Cost of Tender Documents and EMD will be summarily rejected.

1.6. SCHEDULE OF TENDER (SoT):

| | | |
|---|--|--|
| a | E tender No.(System generated) | MSTC/BLR/COCHIN PORT TRUST/4/WILLIGDON ISLAND/19-20/7709 |
| b | Mode of Tender | E tender System by online (Part I-Technical Bid & Part II-Price Bid) through http://www.mstcecommerce.com of MSTC Ltd. The intending bidders are required to submit their offers electronically as per following schedules through e-tendering portal. No tender shall be accepted by the office of CoPT, if submitted by hard copy, except the documents specifically called for by the Secretary, Cochin Port Trust (CoPT). |
| c | Dates on which NIT is available to download. | From 17.06.2019 to 16.07.2019 |
| d | Queries, if any, to be sent by e mail | 25.06.2019 |
| | Date and Time of off line Pre-Bid meeting. | 28.06.2019 at 14.30 Hrs. |
| e | Likely date of uploading the addendum if any | 05.07.2019 |
| f | Date of starting of e-tender for submission of online technical bid and price bid at http://www.mstcecommerce.com | From 06.07.2019 |
| g | Date of closing of online e tender for submission of technical bid & price bid. | Up to 14.30 Hrs on 16.07.2019 |
| h | Date and time of opening of Part-I (Technical Bid) | At 15.00 hrs on 16.07.2019 |
| i | Date & time of opening of Part-II (i.e.,Price Bid) and date of e-auction | Shall be informed separately at appropriate time to the technically qualified bidders. |

1.6. The Process involves Electronic Bidding for submission of Technical Bid as well as Price Bid. The bidder has to register with MSTC, e – tender portal which is free of cost and should 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: 0484-2582127, Fax: 0484-2668163**

Tender No. MSTC/BLR/COCHIN PORT TRUST/4/WILLIGDON ISLAND/18-19/7709 Dated: 17.06.2019

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

| | | | | | |
|---|--|---|--|--|--|
| 1. | <p>Process of e-tender:</p> <p>(A) Registration</p> <p>(i) The process involves registration of bidders with MSTC e – tender portal which is free of cost. For this purpose any willing bidder is required to apply on line through the MSTC website www.mstcecommerce.com as per details given in this tender document.</p> <p>(ii) Only after registration, the bidder(s) can submit his/their bids electronically. Electronic bidding for submission of technical bid as well as Price bid over the internet will be done. The bidder should possess at least Class II signing type digital certificate.(Bids will not be recorded without digital signature)</p> <p>(iii) Any willing bidder not yet in possession of at least Class-II signing type digital certificate, would be required to obtain the same at their own cost and arrangement prior to participation in the instant tender.</p> <p>(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.</p> <p>SPECIAL NOTE: BOTH PRICE BID & TECHNICAL BID ARE TO BE SUBMITTED ON LINE AT www.mstcecommerce.com</p> <p>1) Bidders are required to register themselves online with www.mstcecommerce.com Port Lease Property → CoPT → Registration → Register as Bidder → Filling in details and creating own user-id and password → Submit.</p> <p>2) Bidders will receive a system generated mail confirming their registration in their e-mail id which will be provided during filling in the registration form. This e mail shall be forwarded to the contact persons of MSTC as mentioned below. Bidders are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem. In case of any clarification, bidders are advised to contact CoPT/MSTC (before the schedule time of the e-tender).</p> <p style="text-align: center;">Contact Person of MSTC</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%; padding: 5px;"> 1.Sri. Vikas Kumar Phone Number- 080-22260054/22266417/22379145 Email id: vkumar@mstcindia.co.in </td> <td style="width: 50%; padding: 5px;"> 2.Sri Arnab Sarkar Phone Number- 080-22260054/22266417/22379145 Email id: asarkar@mstcindia.co.in </td> </tr> </table> <p style="text-align: center;">Contact Person of Cochin Port Trust</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%; padding: 5px;"> 1. Sri. Jimmy George Sr. Deputy Traffic Manager Traffic Department, Cochin Port Trust </td> <td style="width: 50%; padding: 5px;"> 2. Sri. Rajesh Pillai Asst. Estate Manager (i/c) Estate Division, Cochin Port Trust </td> </tr> </table> | 1.Sri. Vikas Kumar Phone Number- 080-22260054/22266417/22379145 Email id: vkumar@mstcindia.co.in | 2.Sri Arnab Sarkar Phone Number- 080-22260054/22266417/22379145 Email id: asarkar@mstcindia.co.in | 1. Sri. Jimmy George Sr. Deputy Traffic Manager Traffic Department, Cochin Port Trust | 2. Sri. Rajesh Pillai Asst. Estate Manager (i/c) Estate Division, Cochin Port Trust |
| 1.Sri. Vikas Kumar Phone Number- 080-22260054/22266417/22379145 Email id: vkumar@mstcindia.co.in | 2.Sri Arnab Sarkar Phone Number- 080-22260054/22266417/22379145 Email id: asarkar@mstcindia.co.in | | | | |
| 1. Sri. Jimmy George Sr. Deputy Traffic Manager Traffic Department, Cochin Port Trust | 2. Sri. Rajesh Pillai Asst. Estate Manager (i/c) Estate Division, Cochin Port Trust | | | | |

| | | | |
|---|--|--|--|
| | <p>Cochin-682009 Phone Number-0484 2582201 Email id: jimmyGeorge@cochinport.gov.in</p> | <p>Cochin-682009 Phone Number-04842582127 Email id: rajeshpillai@cochinport.gov.in</p> | |
| 2 | <p>(B)System Requirement i) Windows 7 /Windows8 Operating system ii) IE-7 and above internet browser (iii) Signing type digital signature (iv)JRE Software to be downloaded and installed in system. To enable ALL active X controls and disable 'use pop up blocker' under Tools-Internet Options- customs level. For details, refer to the "Vendor Guide" and a video guide available under "View Video" Link.</p> <p>Format of Bid (A) Part I Technical Bid: Will be opened electronically on specified date and time as given in the Tender Notice. Bidder(s) cannot witness electronic opening of bid since the same is not a public event. (B) Part II Price Bid: 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. Note: (i) Any necessary notice/addendum/extension notice/corrigendum to the tender would also be hosted in the e-tendering portal of M.S.T.C under the "Notification" Link and also in Cochin Port Trust website. (ii) e-tender cannot be accessed after the due date and time mentioned in this Tender Notice unless extended further with due notice in the website. (iii) Unit of Measure (UoM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupees as per UoM indicated in the e-tender floor/tender document.</p> | | |
| 3 | <p>Remittance of Cost of Tender & EMD Bidder(s) are advised to remit payment towards cost of tender and EMD in the manner stated hereafter and verify completion of transaction in respect of remittance of the same. In case of failure to do so far any reason, the bidder will not be eligible to submit bid and CoPT will not be responsible on this account. The remittance of cost of tender documents and EMD can be made through following options: a. NEFT/ RTGS: The payment can be made through CoPT's account as follows: State Bank of India, Cochin Port Trust Branch, A/c No.10601197375, IFSC Code – SBIN0006367. b. Demand Draft/ Banker's Cheque.</p> <p>The bidder has to make a Demand Draft/ Banker's Cheque favouring "<u>Financial Advisor & Chief Accounts Officer, Cochin Port Trust</u>" from a Scheduled/Nationalized bank having their branch in Cochin.</p> | | |

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| | <p>After making payment by this mode, the bidder would login to the e-Tendering portal of MSTC and shall submit bid online 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.</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>Refund of EMD.</p> <p>The Earnest Money Deposit(s) of disqualified bidders will be refunded immediately after completing the technical bid evaluation process by CoTP. EMD(s) of unsuccessful bidder shall 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 one month license fee 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>No interest will be allowed on the Earnest Money Deposit from the date of its receipt until it is so refunded.</p> |
| 4 | Submission of on-line Bid. |
| 4.1 | The bidder(s) who have submitted the above fees, can only submit their technical bid and price Bid through internet in MSTC website www.mstcecommerce.com → Port Lease Property → CoPT → 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 (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 'saves' 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. Bidder's alertness / duty: |
| 4.4 .1 | It is not possible for CoPT to intimate each of the bidders individually at every intermediate stage. As such, all prospective bidders are requested to see the website once again before the due date of tender opening to ensure that they have not missed any extension or any other notice/ corrigendum/ addendum/ clarifications, if any, uploaded against the said tender, after downloading the tender document. The responsibility of downloading the subsequent item, if any, will be the sole responsibility of the prospective bidders. |
| 4.4 .2 | All correspondence to the bidder(s) after participation in the tender shall be sent by e-mail only during the process till finalization of tender by CoPT. Hence, the bidders are required to ensure that their e-mail ID provided is valid and updated at the stage of their registration with MSTC (i.e. Service Provider). Bidders are also requested to |

| | |
|--|--|
| | ensure validity of their DSC (Digital Signature Certificate). |
| 4.5 | <p align="center">Uploading of documents:</p> <p>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.</p> |
| 4.6 | No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his automatic acceptance of all the terms & conditions for the tender including those contained in the extension or any other notice/ corrigendum/ addendum/ clarifications, if any |
| 4.7 | Price Bid submission: As per Schedule-A |
| 5 | Price Bid Opening: Price Bid of the qualified bidders will be opened electronically in a later date. |
| 6 | <p align="center">E – Auction</p> <p>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 monthly rent for the property tendered. The floor price for auction will be the highest price quoted by any of the qualified bidder 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.</p> |
| NOTE | |
| (a) A bid can be edited and documents can be uploaded any number of times before the final submission of bid (i.e. before clicking on Sign & Encrypt). Once the bid is submitted by clicking on Final Submission, further editing is not allowed. However, deletion of the bid, followed by resubmission of the bid, with no additional amount of EMD and cost of tender, is allowed up to 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. | |
| <p>7. Prior Registration with MSTC for e-bidding: (http://www.mstcecommerce.com) Before e-payment and bid submission, the bidder shall have to get registered with MSTC free of Cost. During registration with MSTC, the following information shall have to be furnished by the bidder. Those mentioned therein as 'mandatory'. Shall have to be necessarily provided in the respective fields.</p> <p>a. Name of the bidder</p> | |

- b. PAN of the bidder
 - c. Address of the bidder
 - d. e-mail id of the bidder [in case the bidder is other than an individual, e-mail id of the authorized representative of the bidder is to be furnished];
 - e. Mobile No. of the bidder [in case the bidder is other than an individual, Mobile No. of the authorized representative of the bidder is to be furnished];
 - f. Status of the bidder (individual, proprietor, partnership firm, company, joint venture, others (to specify if others)
 - g. Fax No. of the bidder (optional) [in case the bidder is other than an individual, Fax No. of the authorized representative of the bidder is to be furnished];
 - h. Land Phone No. of the bidder(optional) [in case the bidder is other than an individual, Land Phone No. of the authorized representative of the bidder is to be furnished];
8. On completion of formalities for such registration by the bidders, the system of MSTC shall assign a unique registration number to the bidder. The same shall by default be transmitted to the aforesaid e-mail of the bidder.
9. Now the bidder in possession of unique registration number provided by MSTC and also otherwise in possession of *digital signature for signing, is eligible to make necessary payment of the cost of tender documents and EMD by **off-line** or **online** mode. In both the cases, the bidders are required to remit the cost of tender documents and EMD separately for easy identification of the respective amounts deposited by each bidder.
- * those not yet having digital signature are required to obtain the same of their own in order to participate in this tender.**

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

Phone: 0484-2582127, 2582128 Fax: 0484-2668163

Tender No. MSTC/BLR/COCHIN PORT TRUST/4/WILLIGDON ISLAND/18-19/7709 Dated: 17.06.2019

PART-1, TECHNICAL BID

SECTION –3

3. INSTRUCTIONS TO TENDERERS

3.1 SCOPE OF TENDER:

- 3.1.1** e- tenders on behalf of the **Board of Trustees of Cochin Port**, in **two bid system** are invited from tenderers **for allotment of Tourist Jetty** with allied structures **at Willingdon Island on license basis for a period of 5 years with monthly license fee as tender variable on Tender cum Auction**. The successful bidder (Licensee) can utilize the property for berthing of Boats as well as conducting events connected with Hospitality/Tourism.
- 3.1.2** The Jetty and allied structures (the property) was constructed during the year 2004. The Jetty is currently used for berthing boats for Cruise Ship passengers. The allied structures is also used for conducting events, mainly Port Staff and Public. The allied structure include the gate also. The Jetty as well as the allied structures was constructed in traditional Kerala design. The Jetty has the draft of 2.8 m. The jetty has an approach road of 12 m width, well protected with a gate. The allied building is of 193 Sq m built-up area with washroom facilities. An open frontage area of 220 Sq m is available between the gate and the Jetty. The Licensee can use this area for parking, creating temporary structures like pandal, etc. without obstructing access to the vacant land at the eastern side of the Jetty and to the Port Guesthouse on the west through this area. Access to the vacant land on the east will be required when CoPT develops or allots the land/ waterfront on that side of the Jetty. The licensee shall plan utilization of the area accordingly. The building along with the open space is apt for conducting small events, especially connected with hospitality/ tourism.
- 3.1.3** The property will be allotted on 'as is where is' condition and the successful tenderer can repair/ modify the property allotted suitably, without any permanent construction, with the approval of the Civil Engineering Department. The required repairs to the property during the license period also should be carried out by the Licensee. After the license period, the property shall be returned to Port in a condition, not inferior than the initial condition. However, normal wear and tear is acceptable.
- 3.1.4** The successful bidder should permit berthing of boats for Cruise Ship passengers, if required, on payment basis. Such requirements from the Agents/ Tour Operators of the Cruise Ships will be intimated to the Licensee in advance, endorsed by CoPT. The payment terms will be directly between the Licensee and the user. CoPT will also have the right to reserve the Jetty for its own use including VIP use on payment basis. Based on the current pattern of utilization, such usage by the Cruise Ships and CoPT together is about 10 days a year.
- 3.1.5** The tenderers are required to quote the monthly rental charges (license fee) for the Jetty (online) for which the reserve price is Rs.1,00,000/-.

- 3.1.6** The tendering will be on the basis of Tender cum Auction process. The tenderers should submit bids including the price bid under two bid system. **The technically qualified tenderers shall participate in an e-auction process, after opening the price bids.** After completion of the **auction** process the tender will be awarded to the tenderer who have offered highest monthly rental charges in e-auction process or through price bid submitted online, if Port is satisfied with the bid amount and subject to compliance of other conditions of the tender: I.e., the tender will be awarded to the highest tenderer after taking into consideration of the highest bid offered by him in Auction or through Price Bid.
- 3.1.7** GST will be applicable for the monthly license fee. The successful tenderer shall remit one month license fee in advance, on award of the license, prior to take over the property. Subsequently the quoted monthly license fee for the property shall be paid throughout the license period in advance during every month, as per the invoices issued by the Port. 2 % cumulative escalation is applicable to the monthly charges, at the beginning of every financial year during the license period.
- 3.1.8** The successful tenderer should **also deposit an amount equal to twelve months** rental charges for the property **for the license period of 5 years as Security Deposit**, which will be refunded on expiry/termination/surrender of license, without any interest, after deducting dues, if any.

3.2 QUALIFYING CRITERIA

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

3.2.2 The bidder shall be an individual, a proprietary firm, a partnership firm, a private or public limited company or a joint venture or a consortium registered in India having an average annual turnover of **Rs.18,00,000** for the last 3 years ending on 31st March 2018. They should produce any of the following duly attested supporting documents along with the tender as proof for financial eligibility corresponding to the office unit which the bidder intends to bid and shall be uploaded.

3.2.2.1 Copies of audited annual accounts / profit and loss accounts / balance sheet, for the past three financial years authenticated by a chartered accountant, having an average annual turnover of **Rs.18,00,000**. In case the bidding entity is not in existence for the last 3 years, the average annual financial turnover of the entity should be equal to or more than the above said amount for the period of their existence.

OR

3.2.2.2 Solvency Certificate issued from the Bank certifying that the bidder can be treated as good for any engagement up to **Rs.18,00,000** or more.

3.3 COST OF TENDER DOCUMENTS:

The tender documents has been hosted in CoPT website www.cochinport.gov.in and MSTC website www.mstcecommerce.com from 17.06.2019 to 14:30 Hrs. on 16.07.2019. Interested tenderers may download the tender document from the said websites. **The intending tenderers should submit the tender cost amounting to Rs.3,150/- (Rupees three thousand, one hundred and fifty only) including GST @ 5% along with their offer**

otherwise their offer will be summarily rejected. The cost of tender document is non-refundable. Bids can be submitted only through MSTC website.

3.4 SUBMISSION OF TENDER:

3.4.1 The documents to be uploaded shall be duly filled as required, signed and stamped on all pages. Tender shall be submitted online before the due date and time for receipt of tender. Last date and time for submission of completed online tenders will be up to **14:30 hrs on 16.07.2019**. CoPT may at its discretion extend the date for receipt of tenders.

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

3.5.1 THE EMD SHALL BE FORFEITED:

3.5.1.1 The Earnest Money shall be forfeited if the tenderer withdraws its offer during the interval between the last date and time of submission of the offer i.e. 14:30 Hrs. on **16.07.2019** or any extension thereof and the expiration of the validity period of the offer including extension thereof.

3.5.1.2 If the tenderer fails to make payment towards the monthly rent and security deposit as stipulated in the tender/allotment letter.

3.5.2 Substitution, Withdrawal of Tender:- The tenderer may substitute or withdraw its offer after submission, before the Due Date and time of submission of offer i.e. 14:30 Hrs. on **16.07.2019** or any extension thereof. No offer shall be substituted or withdrawn by the tenderer after the Due Date and time of submission of offer or any extension thereof.

3.6 DOCUMENT PRESENTATION

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

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

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

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

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

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

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

3.7 TENDERER'S RESPONSIBILITY.

- 3.7.1 The tenderer is expected to examine carefully the contents of the tender documents, including but not limited to the terms and conditions in the license deed format at Annexure-2.
- 3.7.2 The Port Trust will provide electricity and fresh water to the premises allotted at Port Tariff if feasible, failing which, the licensee shall make their own arrangements for supply of the same.
- 3.7.3 The sketch showing the location and plan of the Jetty and allied structures is attached.
- 3.7.4 The licensee shall not underlet or otherwise sublease the licensed premises or the building(s)/structure(s) erected or to be erected thereon or any part thereof. Any sub-lease of the licensed 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 License liable for termination/cancellation. However, contracts with third parties, for providing various services related to the utilization of the Jetty and allied structures shall not be considered as a sublease.

3.8 AMENDMENT TO TENDER DOCUMENT:

- 3.8.1 Cochin Port for any reason, whether at his own initiative or in response to tender, may modify the Tender documents by an amendment up to 5 days prior to closing date of the tender.
- 3.8.2 The amendment in the form of Addendum/Corrigendum will be uploaded to the web-site of Cochin Port Trust/MSTC. Such Addendum/Corrigendum will also form part of the tender document and hence copy of the same shall be submitted by the tenderers along with the tender, duly stamped and signed.
- 3.8.3 All the bidders who have downloaded the Tender Documents shall verify if any such amendment/modification has been issued, before submitting their bid and shall take cognisance of and include such amendment(s) in their submission. In any case, the amendment(s)/modification(s) if any; shall be binding on the bidders.
- 3.8.4 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.

3.9 SITE INSPECTION

It would be deemed that prior to submission of tender, the tenderer has made a complete and careful study of the existing conditions including but not limited to (a) the site conditions; (b) condition of the building/structure, access road & surroundings and has assessed the extent of the work requirements, if any for future usage of the property. It is also deemed that they are fully aware of all the applicable laws and applicable permits pertaining to the purpose for which they intend to use the premises.

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 tenderers 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 the tender. The Cochin Port reserves the right to extend the period of validity for a specific period. The request and response thereto shall be made in writing by post/fax/e-mail. The tenderers will have an option to refuse the request without forfeiting their EMD. However, in the event of the tenderer agreeing to the request, they will not be permitted to modify the tender.

3.13 ACCEPTANCE OF TENDER:

The Port Trust does not bind itself to accept the highest monthly rent 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 tenderer and all correspondence and documents relating to the tender exchanged by the tenderer and the Employer shall be written in **ENGLISH LANGUAGE**. Any printed literature, other than in English language, shall be accompanied by an English translation, in which case for purpose of interpretation of the tender, the English translation shall govern.

3.15 PRE-BID MEETING

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

SIGNATURE OF TENDERER

COCHIN PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
(ESTATE DIVISION)

COCHIN – 9

Phone: 0484-2582127, 2582128 Fax: 0484-2668163

Tender No. MSTC/BLR/COCHIN PORT TRUST/4/WILLIGDON ISLAND/18-19/7709 Dated: 17.06.2019

SECTION-4

4. GENERAL CONDITIONS OF TENDER

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

- (a) **“Cochin Port Trust /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 person or persons, firm, corporation, consortium or company who submits the ‘TENDER / BID’ for the subject area.
- (c) **“AWARD PRICE”** means the sum quoted in the tender submitted by the successful tenderer with any modification thereof or addition thereto or deduction there from as may be made under the provisions contained in the Tender Document.
- (d) **“OFFICER-IN-CHARGE”** means an officer of CoPT as nominated to be in charge of tender of this assignment by the Secretary, General Administration Department.

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

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

4.2. Signing of Agreement

On award of License, the successful tenderer shall execute the **license deed** in the prescribed Format attached along with this tender document (Annexre-2) within 6 months from date of takeover of the property on Kerala State Stamp Paper of appropriate value.

4.3. Taxes & Duties

The successful tenderer shall pay all taxes (including goods services tax), levy, duty, etc., which they may be liable to pay to Corporation of Cochin/State of Kerala & Government of India or any other authorities under any law for the time being in force in respect of or in accordance with the execution of License deed. The successful tenderer shall further be liable to pay such increase in the taxes, levy, duty etc, under the existing law or which may be liable as a result of introduction of any law. Increase in taxes, levy, duty etc., or imposition of new taxes, levy, duty etc., shall not be a ground or an excuse for not complying with the formalities within the stipulated time or a ground or an excuse for extension of time for completing the License deed.

All such payments to be made by the Tenderer are deemed to have been considered while quoting the tender.

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

4.5. Award of License:

4.5.1. The tendered property will be awarded to the highest tenderer after taking into consideration both the monthly rent quoted/offered in price bid and auction, whichever is higher as per bid evaluation method and accepted by the Port.

4.5.2. In the event of tender being rejected, the 'Earnest Money' paid with such 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 License 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 issue allotment order to the successful tenderer, directly or through registered post.

4.8. Payment of one month license fee and Security Deposit.

4.8.1. The successful tenderer shall pay to the Cochin Port Trust the accepted monthly license fee for one month, quoted in the tender-cum-auction along with Goods Services Tax (GST) as applicable. The successful bidder should also pay **twelve months quoted rental charges** as non-interest bearing refundable security deposit for the duration of the license (5 year). The one month license fee plus Goods Services Tax (GST) and security deposit shall be paid through e-payment or Demand Draft drawn in favour of the **Financial Advisor & Chief Accounts Officer, Cochin Port Trust,** from State Bank of India or any of its subsidiaries, Nationalized Banks, Scheduled Banks or through e-payment **within 30 days from the date of receipt of notification of award by the successful tenderer. Security deposit shall be valid for a period of 5 years from the date of commencement of license. 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 tenderer to comply with the requirement of clause 4.8.1 shall constitute sufficient ground of the annulment of the award and forfeiture of the EMD(s).

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

4.8.4. The Boat Jetty and allied structures will be handed over to the successful tenderer only on payment of the monthly rent quoted by them along with security deposit as in clause 4.8.1.

4.8.5. Subsequently the licensee shall pay the monthly charges on or before 10th of every month. Goods Services Tax (GST) will be applicable for the charges. This will continue till completion of license period.

4.9. Execution of License deed.

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

- 4.10. The tenderer shall make a thorough study of the scope of the tender mentioned in the document and for further details he may consult the Asst. Estate Manager of this department or other persons authorized by him, before bidding.
- 4.11. The Asst. Estate Manager is the nominated officer and in-charge of this tender.
- 4.12. The prices quoted in the bid shall be in Indian rupees.
- 4.13. The successful tenderer shall work in close association with the various departments of Port Trust, if required.
- 4.14. **Changes in constitution of firm:** In the case of a tender by partners, any change in the constitution of the firm shall be forthwith notified by the tenderer to the Secretary, Cochin Port Trust for his/her information.
- 4.15. Canvassing in connection with the tenders is strictly prohibited and tenders submitted by the tenderers who resort to canvassing will be liable to rejection.

SIGNATURE OF TENDERER

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

Phone: 0484-2582127, 2582128 Fax: 0484-2668163

Tender No. MSTC/BLR/COCHIN PORT TRUST/4/WILLIGDON ISLAND/18-19/7709 Dated: 17.06.2019

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

- 5.1. The licensee shall obtain all statutory clearances as may be required as per law from the concerned department.
- 5.2. The licensee shall follow all safety norms as may be prescribed by the competent authority.
- 5.3. If any alterations or modifications are required in the licensed area, the successful tenderer should take permission from the Chief Engineer of Cochin Port Trust.
- 5.4. The licensed area should be kept clean, tidy and hygienic during the entire period of License.
- 5.5. The licensee shall take adequate precautions against fire hazards and anti- social activities.
- 5.6. The licensee shall make good at his cost any damage or loss to any of the Port structures.
- 5.7. The land area if any, in and around the building will be under the possession of Cochin Port and the successful tenderer should not construct any permanent/temporary structure without the prior permission of Cochin Port.
- 5.8. The licensee should ensure that all waste generated during the license period should be properly packed and disposed off. The waste should not be thrown in to the nearby water body/land/road.
- 5.9. The licensee should keep a harmonious relationship with the nearby occupants.
- 5.10. The License should operate the Boat Jetty and allied structure, without causing any hindrance to the vessel operation of CoPT, boat movements in the existing SWTD Boat Jetty or any future Boat Jetty constructed in the vicinity.
- 5.11. All the conditions mentioned in the draft License deed format attached (**Annexure-2**) shall be binding to the successful bidder.

SIGNATURE OF TENDERER

ANNEXURE-1

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

Phone: 0484-2582127, 2582128 Fax: 0484-2668163

Tender No. MSTC/BLR/COCHIN PORT TRUST/4/WILLIGDON ISLAND/18-19/7709 Dated: 17.06.2019

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

| | | |
|---|---|--|
| 1 | (a)Name of the tenderer. | |
| | b(i) Address for communication | |
| | b(ii)Address of local/ branch office if any. | |
| | (c) Reference of Communication mode. | |
| | (i) Telephone | |
| | (ii) Fax | |
| | (iii) e mail | |
| | (d) Date of incorporation and commencement of business of tenderer | |
| | (e) PAN Number details | |
| | (f) GST Registration details | |
| | (g) Current IT Return details | |
| | (h) Professional tax Challan details | |
| | (i) Service Tax/VAT Reg Code | |
| 2 | Brief Description of the tenderer & Purpose for which office unit is utilized | |
| 3 | Details of the existing business of the tenderer in the Port with details including years of operations of the existing business , the extent it involves/is dependent on Port based activities, etc. along with cargo details handled (attach separate sheet/details ,if required) | |
| 4 | If there is any tie up with foreign | |

| | | |
|---|--|--|
| | companies, please furnish details | |
| 5 | Are you prepared to meet the expenses towards the development of the office space and surroundings, including necessary electrification, water supply, drainage etc. | |
| 6 | Requirement of power (apprx in kilowatts) | |
| | Requirement of water (apprx in litres) | |
| 7 | Annual Turnover of the firm for the past 3 FY ending 31 st March 2018. 2015-16 2016-17 2017-18 | |

Date: _____

(Signature)

Place: _____

(Designation & Seal of Office)

Enclosures: _____ Nos.

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COCHIN PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
(ESTATE DIVISION)

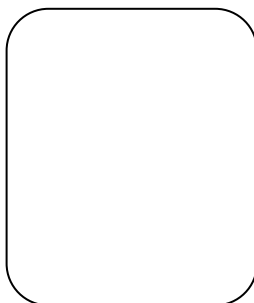
COCHIN – 9

Phone: 0484-2582127, 2582128 Fax: 0484-2668163

Tender No. MSTC/BLR/COCHIN PORT TRUST/4/WILLIGDON ISLAND/18-19/7709

Dated: 17.06.2019

LICENSE DEED FORMAT



Licensee
rep. by its

THIS DEED OF LICENSE, 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 having its office at W/Island, Cochin-9 represented by its
.....(hereinafter called "the LICENSOR") of the one
part;AND.....
..... (hereinafter called "the LICENSEE") of the other part:

WHEREAS pursuant to the decision to allot on nomination basis or Notice Inviting Tender issued by the Licensor, the Tender submitted by the Licensee has been accepted by the Licensor and the Licensor has agreed to allot to the Licensee by way of License the Tourist Jetty with allied structures on the terms and conditions herein contained.

NOW THEREFORE THIS DEED WITNESSETH that in consideration of the license fee to be paid as herein provided and other terms and conditions on the part of the Licensee to be observed, the Licensor does hereby grant to the Licensee, License of Tourist Jetty with allied structures containing by admeasurement -----
----- or thereabout situated on willingdon which part of premises is more particularly described hereunder written and for greater clearness, delineated with the measurement thereof in the plan annexed hereto (hereinafter referred to as the "licensed premises") TO HOLD the same for a term of Five (5) years from the -----
day of -----(i.e., the date of handing over of the **Tourist Jetty with allied structures**) to the -----
day of ----- (month & year) , for the purpose(s) it is allotted ie. -----, subject to the following conditions:-

- a)
 - a. The Licensee has paid to the Licensor as one time premium for the License of the licensed premises an amount of Rs.....(Rupees.....only) plus Service Tax / GST the said premium being non refundable under any circumstances.

- b. The Licensee shall pay the Licensor during the said term monthly license fee, clear of all deductions, of Rs..... (Rupees..... only). 2 % cumulative escalation is applicable at the beginning of every financial year during the license period.
 - c. The Licensee has deposited with the Licensor as Security Deposit towards license fee an amount of Rs.....(Rupees.....only) equivalent to 12 months current license fee, the receipt of which the Licensor hereby acknowledges. The security deposit so paid shall be refundable without interest, after adjustment of any dues including but not limited to any arrears of license fee or other amounts due to the Licensor and/or damage to the premises, at the time of handing over vacant possession of the licensed premises on the expiry or termination of the License.
 - d. The License fee for every month, at the rates, agreed through the tender with applicable escalation should be paid in advance to the Ports Financial Advisor & Chief Accounts Officer by the Licensee, on or before the 10th day of every month.
 - e. If the Licensee defaults in payment of the license fee at any time, necessary adjustments shall be made by the Licensor from the amount of security deposit and the Licensee shall immediately make up the corresponding deficit in the security deposit.
 - f. The Licensee shall from time to time and at all times during the said term, pay and discharge all rates, taxes, charges towards electricity and water, and assessments of every description now subsisting, including arrears, or which may at any time hereafter during the said term, be imposed, charged or assessed upon the licensed premises.
 - g. The Licensee 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 Licensor on account of such defaults on the part of the Licensee.
 - h. If the Licensee makes default in payment of the License fee, electricity & water charges, cargo and vessels related charges, or any other dues to the Licensor under this Agreement or otherwise and/or interest as provided hereinbefore, the Licensor shall be entitled to terminate this agreement and cancel the License forthwith and takeover complete possession of the Tourist Jetty with allied structures . The Licensee shall thereupon forfeit all his/its rights hereunder and shall remain liable for any sum then due by the Licensee and also for any loss which may be caused to the Licensor by reasons of such default. The Licensor also reserves the right to disconnect electricity & water connection and stop all port related services to the Licensee in the event of non-payment of any of the dues as stated above and the Licensee shall be solely responsible for any loss or damage arising out of this.
 - i. The Licensee shall execute and get registered the License deed within six (6) months from the date of license (ie) date of allotment order.
- b)**
- a. The Licensee shall use the Licensed premises only for the purpose(s) ie. for which the licensed premises has been allotted/ Licensed, unless otherwise approved by the Licensor failure of which may lead to termination of the License. The Licensee should permit berthing of boats for Cruise Ship passengers, if required, on payment basis. Such requirements from the Agents/ Tour Operators of the Cruise Ships, to be intimated in advance, will be endorsed by CoPT. The payment terms will be directly between the Licensee and the user. CoPT will also have the right to reserve the Jetty for its own use including VIP use on payment basis.
 - b. Any rearrangements of the allotted space in the licensed premises shall be done by the Licensee without damaging the structural strength of the premises and only after prior approval of the competent authorities of the Civil Engineering Department, of the Licensor.

- c. If the Licensee does not or is not able to utilize the entire area of the licensed premises, the portion of the licensed premises not required by him should be vacated without any liability for payment of compensation. If the Licensee fails to vacate the unutilized portion of the Licensed premises, the Licensor shall have the right to takeover complete possession without any claim for compensation whatsoever, the whole or part of the portion of the licensed premises left unutilized and use the same in any manner deemed expedient by the Licensor.
 - d. The Licensee 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 License deed and shall be binding on the Licensee.
 - e. The licensee at all times during subsistence of the license shall carry out the painting of the premises every block of two years in a uniform color failing which the licensor will do the same and the actual expenditure incurred will be recovered from the license.
 - f. This License 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 Licensee to comply with all such directives issued by the Government of India and communicated by the Licensor.
 - g. The licensee shall at all times during the subsistence of the license maintain the licensed premises in good sanitary / hygiene condition and repair, and keep the premises in good and tenable condition. If the licensee fails to do so, the licensor may arrange for execution of necessary work to maintain the licensed premises in good sanitary condition and the licensor shall be entitled to recover the cost incurred for the execution of such work from the licensee.
 - h. The Licensee shall not obstruct or suffer to be obstructed the entrances, doorways, passages, or staircase.
 - i. The Licensee will pay the Licensor for any damage done by him/it or his/its Employees/workers or agents during the License period, to any property of the Licensor or the licensed premises.
 - j. The Licensee shall not carry on any offensive trade or unlawful business in the Licensed premises and not place or keep or permit to be placed or kept on the licensed premises any offensive, dangerous or highly inflammable or explosive material or any other article or things, which may constitute a danger, nuisance or annoyance to the licensed or surrounding premises or the owners or occupiers thereof.
 - k. The Licensee shall carry on his business in the licensed premises without causing nuisance or annoyance to the licensed or surrounding premises or the owners or occupiers thereof.
 - l. The Licensee shall keep the Licensor indemnified at all times against all loss or damage or injury to life or property of any one including third parties or claims and costs thereof arising directly or indirectly from the use of the licensed premises by the Licensee during the period of License.
 - m. The Licensee shall display his business address in front of the premises in which the licensed premises is located in the manner required by the Licensee. However, no hoarding or advertisement board shall be erected in the licensed premises without the written permission of the Licensor.
 - n. The Licensor and their authorized agents shall have the right and power to enter the licensed premises at any time and to inspect the same.
 - o. The Licensee shall not assign, transfer, underlet or otherwise sublet the licensed premises. Sub-letting of the licensed premises shall be treated as unauthorized and shall make the License liable for termination/cancellation.
- c)

- a. The Licensor hereby agrees that the Licensee observing all the aforesaid conditions shall peaceably hold and enjoy the licensed premises during the said term without any interruption by the Licensor, without however compromising Licensor's right to enter the premises.
- b. Major repair works of the Jetty and allied structures viz. leaking of the roof, cracking of wall etc. will be rectified by the licensor.

d)

- a. The Licensee may terminate the License at any time before the expiry of the License period on giving six months prior notice in writing to the Licensor or six month's license fee at the then prevailing rate, in lieu thereof.
- b. On expiry of the License period the Licensee shall vacate the licensed premises restored to its former condition.
- c. Upon any breach or non-observance by the Licensee or by a person claiming through or under the Licensee of any of the aforesaid covenants or conditions herein provided or the breach or violation of any provision of this Agreement the Licensor may, enter upon the Licensed part of premises and takeover complete possession of it, as if this License had not been granted, and thereupon this license shall absolutely determine and the Licensee shall be entitled within three calendar months from the date of such possession by the Licensor. to remove all structures/ partitions and fixtures which at any time during the currency of this License shall have been erected or affixed by the Licensee upon the Licensed premises without any claim to any compensation whatsoever.
- d. The Licensor shall be entitled to cancel / terminate the License before expiry of License period if the Licensee does not execute the License deed within six (6) months from the date of license (i.e.) date of allotment order.
- e. The Licensor shall be entitled to cancel/terminate the License before expiry of License period if the Licensee 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 Licensee or if a substantial portion of the assets, property, revenues or business of the Licensee 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 Licensee or the Licensee is dissolved or wound up or if an order shall be made or an effective resolution is passed for the winding up of the Licensee or the Licensee is reconstituted or the business or operations of the Licensee is closed either due to disputes inter-se amongst its stakeholders or otherwise.
- f. After the expiry or earlier termination of License if the Licensee continues to occupy the licensed premises such occupation shall be unauthorized and without prejudice to the right of the Licensor to evict the Licensee for such unauthorized occupation, the Licensee shall be liable to pay compensation for wrongful use and occupation at three times the monthly license fee applicable, till vacant possession is obtained.
- g. Upon expiry or termination of the License for any reason whatsoever, the Licensee shall remove any structures / partitions erected or other improvements made by him/it on the licensed premises without any claim to compensation whatever and restore the licensed premises to its original condition, within such time as directed by the Licensor. If the Licensee does not remove the structures / fixtures / Tower or restore the Licensed premises to its original condition as required and within the time prescribed, the Licensor shall have the right to remove the said improvements and fixtures and restore the licensed premises to its original condition and the cost of such removal and restoration shall be realized from the security deposit or the balance, if any, from the Licensee. 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 Licensor for recovery of any other amounts that may be due to the Licensor from the Licensee.

e)

- a. It is agreed between the parties that notwithstanding any other provisions herein contained, subject to Six (6) months prior notice by the Licensor, the Licensor shall be entitled to cancel the License either in respect of the whole Licensed premises or any part thereof, with improvements thereon, if any, before the expiration of the License period specified herein if the Licensed premises or part thereof, is required for Port's development purposes / activities and in that event, the Licensee shall be entitled to corresponding remission of the License Rent where applicable.
- b. It is distinctly agreed that the Licensee shall not claim or be entitled to any compensation.
- c. It is also distinctly agreed that what is provided under this Deed is only a license to use built-up space and the Licensee does not have right to exclusive possession of the built-up space to the exclusion of the licensor.
- f) It is also agreed that the terms "the LICENSOR" and "the LICENSEE" 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.

SCHEDULE

The Schedule above referred to:

| | | |
|---------------------------|---|-----------------------|
| Registration District | : | Ernakulam |
| Registration Sub District | : | |
| Taluk | : | |
| Firka | : | |
| Village | : | |
| Desom | : | |
| Survey No. | : | |
| Sub Division No. | : | |
| Area (Sq. Mts) | : | |
| Limit | : | Corporation of Cochin |
| Tenure | : | |

DESCRIPTION

Tourist Jetty with allied Structure having a total built up / open area of approximately square meters of the Willingdon Island, as per the sketch attached containing the following fixtures.

- a)nos.
- b)nos.
- c)nos.
- d)nos.

Bounded on the North by _____ : _____
East by _____ : _____
South by _____ : _____
West by _____ : _____

The SKETCH above referred to is 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 Licensee has 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 :

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

PART-I, EVALUATION CRITERIA

Tender No. MSTC/BLR/COCHIN PORT TRUST/4/WILLIGDON ISLAND/18-19/7709

Dated: 17.06.2019

1. While quoting for this tender, the 'Reserve monthly rent for that property in Rupees shall be displayed automatically by the system on-screen in the Price Schedule format.
2. Then the bidder shall only fill in the monthly rent amount (lumpsum). The quoted amount shall not be less than the 'Reserve Price'.
3. Immediately, the system shall display the final quoted total monthly rent and with taxes extra thereon.
4. No hard copy of filled in format of the price schedule shall be entertained
5. After the closing date of bid submission, the price bids of the qualified bidders will be opened by the Port in a later date. 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. The bidders can participate in the e-auction, but not mandatory. In case a bidder does not participate in the e- auction, his only bid will be that given in the Price Schedule format. 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 be closed and no further bidding will be allowed by the system.

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

Phone: 0484-2582127, 2582128 Fax: 0484-2668163

Tender No. MSTC/BLR/COCHIN PORT TRUST/4/WILLIGDON ISLAND/18-19/7709

Dated: 17.06.2019

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/4/WILLIGDON ISLAND/18-19/7709) and fully understood its content including the Instructions on e-tendering procedures, Instructions to tenderers, General conditions to be satisfied by bidders & special conditions to be satisfied, Evaluation criteria, hereby submit the Tender for allotment of Tourist Jetty with allied structures at Willingdon Island on license basis on “as is where is” basis forpurpose through tender-cum-auction.
2. I/We accept all the terms & conditions of the Tender Document (No. MSTC/BLR/COCHIN PORT TRUST/4/WILLIGDON ISLAND/18-19/7709) including its addendum, corrigendum and replies to the pre bid queries.
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 –6 of the tender document.
5. I/We have quoted the rate of monthly rent in Price Bid (Schedule-A) not below the Reserve Price.
6. I/We/ any of the consortium members have not been debarred by the Central / any State Government or Quasi-Government Agency or PSU in India.
7. I / We declare that:-
 - a. I / We have examined and have no reservations to the Tender Document issued by CoPT thereon.
 - b. I / We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.
8. I / We understand that CoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at anytime without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
9. I / We hereby undertakes that we will abide by the decision of CoPT in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by CoPT in this regard.

Date

Witness
seal

Signature of the bidder with office

| Sl. No. | Name | Address | Signature |
|---------|------|---------|-----------|
| | | | |
| | | | |

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

Phone: 0484-2582127, 2582128 Fax: 0484-2668163

Tender No. MSTC/BLR/COCHIN PORT TRUST/4/WILLIGDON ISLAND/18-19/7709

Dated: 17.06.2019

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

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

Dated :

POWER OF ATTORNEY

To whomsoever it may concern

Mr. _____(Name of the Person(s), domiciled at
_____ (Address), acting as _____ (Designation and name of
the firm), and whose signature is attested below, is hereby authorized on behalf of
_____ (Name of the tenderer) to provide information and respond to
enquiries etc. as may be required by the Cochin Port Trust or any governmental authority in connection
with Cochin Port Trust's Tender No. MSTC/BLR/COCHIN PORT TRUST/4/WILLIGDON ISLAND/18-
19/7709 and is hereby further authorized to sign and file relevant documents in respect of the above.

Mr. _____) (Attested signature of

For _____(Name of the Tenderer)

For _____(Name of the Tenderer)

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

Phone: 0484-2582127, 2582128 Fax: 0484-2668163

Tender No. MSTC/BLR/COCHIN PORT TRUST/4/WILLIGDON ISLAND/18-19/7709

Dated: 17.06.2019

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

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

- i) Declaration by the Tenderer/Bidder – Annexure-4 of tender document
- ii) Power of Attorney; if applicable (Annexure-5)
- iii) Applicable certificates & documents as indicated below [duly signed].
 - (a) Audited annual accounts / profit and loss accounts / balance sheet for the past three financial years OR; Solvency Certificate issued from the Bank (Annexure -7)
 - (b) Valid Trade License.
 - (c) GST registration certificate/code.
 - (d) IT PAN/TAN as applicable.
 - (e) VAT/Service Tax registration certificate, if applicable
 - (f) Partnership Deed or Certificate of Incorporation in case the tenderer is a Company.
 - (g) Other documents, which the tenderer wants to submit (duly signed).

COCHIN PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
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Tender No. MSTC/BLR/COCHIN PORT TRUST/4/WILLIGDON ISLAND/18-19/7709

Dated: 17.06.2019

FORMAT FOR SOLVENCY CERTIFICATE

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

Dated :

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

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

MANAGERBank

SEAL

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

SCHEDULE -A

COCHIN PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
(ESTATE DIVISION)

COCHIN – 9

Phone: 0484-2582127, 2582128 Fax: 0484-2668163

Tender No. MSTC/BLR/COCHIN PORT TRUST/4/WILLIGDON ISLAND/18-19/7709

Dated: 17.06.2019

PART-II, PRICE BID

SCHEDULE OF MONTHLY LICENSE FEE

| Description | Location | Reserve Price for monthly license fee (in Rs) |
|--------------------------------------|---------------------------------|---|
| Tourist Jetty with allied structures | Near Port Guest House, W/Island | 1,00,000 |

Date:

Signature of Tenderer

TOURIST JETTY WITH
ASSOCIATED BUILDING
AT WILLINGDON ISLAND

(FLOOR AREA 193 SQ:M)

