COCHIN PORT TRUST

Tele:91-0484 -2666412/0484-258-2103
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Website: www.cochinport.gov.in

e-TENDER DOCUMENT FOR

LEASE (Renewal) OF 4 Nos PLOTS WITH EXISTING STRUCTURES/BUILDINGS(Presently leased to various Lessees) IN W/ISLAND FOR 30 YEARS ON ANNUAL LEASE RENTAL BASIS FOR PORT RELATED COMMERCIAL/OFFICE/WAREHOUSE PURPOSE ON TENDER CUM AUCTION BASIS (TECHNICAL BID)

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

Tender No MSTC/BLR/COCHIN PORT TRUST/9/WILLIGDON ISLAND/16-17/18931

COCHIN PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
ESTATE DIVISION
COCHIN-682 009 **Cost of tender document: Rs.10,500 /-**

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

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SIGNATURE OF TENDERER

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

No. MSTC/BLR/COCHIN PORT TRUST/9/WILLIGDON ISLAND/ 16-17/18931 dated 03/02/2017

SECTION-1

N O T I C E INVITING T E N D E R (NIT)

1.1. e- tender under two cover system (Part-I **Technical Bid & Part –II, Price Bid)** are invited on behalf of the Board of Trustees of Cochin Port for **"Lease(Renewal) of 4 Nos plots with existing structures/buildings (Presently leased to various Lessees but lease period expired) in W/Island for Port related Commercial /Office/warehouse purposes on annual lease rental basis for a period of 30 years with payment of onetime non-refundable premium as tender variable on tender cum auction basis"..**

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. Pre-Contract Integrity Pact (IP) shall cover this tender throughout its various phases, and IP would be deemed as a part of the tender through an appropriate provision. The bidder should submit **'Pre-Contract Integrity Pact' (Annexure-5)** to be executed between the bidder and Cochin Port Trust along with the Bid. Bids not accompanied by a duly signed ñ**Pre-Contract Integrity Pact**ò **shall be rejected**. IP would be implemented through the Independent External Monitor (IEM) Sri. K.K Vijayakumar, IAS (Retd), Kalarikkal, KRA-33, Kunnumpuram Civil Station Road, Kakkanad, Cochin-682 030.

1.4. The bidders shall give an undertaking that they have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid as per proforma at **Annexure-7.**

1.5. The Bidders shall disclose any payments made or proposed to be made to any intermediaries in connection with the bid as per proforma at **Annexure-8.** In case no payment is made or not proposed to be made a óNilô statement shall be enclosed.

1.6. Cost of tender document, Earnest Money Deposit and Reserve Price.

Sl.No	Description of Land	Area in Ha.(cents)	Purpose	Cost of Tender Document in Rs.	EMD in Rs.	RESERVE PRICE (in Rs)
Unit-21	Land along the side of KPK Menon Road in Willingdon Island (formerly leased to M/s. Saraf Sons (Traders) Ltd.)	0.0877 Ha (21.67 Cents)	Commercial/ Office	10,500/-	22,600/-	2,25,799/-

Unit-26	Land along the side of KPK Menon Road in Willingdon Island (presently leased to M/s. A.V.Kowdi & Company)	0.0721 Ha (17.82cents)	Warehouse	10,500/-	15,000/-	1,48,508/-
Unit-28	Land along the side of Indira Gandhi Road in Willingdon Island (presently leased to M/s. Kumar Taxis)	0.0364 Ha (9 Cents)	Commercial/ Office	10,500/-	9,400/-	93,718/-
Unit-29	Land along the side of 4th cross Road in Willingdon Island (presently leased to M/s Sreeram Travels.)	0.0162 Ha (4 Cents)	Commercial/ Office	10,500/-	4,200/-	41,710/-

1.7. **SCHEDULE OF TENDER** (SoT):

a	E tender No.(System generated)	
b	Mode of Tender	E tender System by online Part I(Technical Bid) and online 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 to the Sr. Asst. Estate Manger, Cochin Port Trust (CoPT).
c	Date of NIT available to parties to download.	From 03/02/2017 to 01/03/2017
d	Queries, if any, to be sent by e mail	10/02/2017
	Off line Pre-Bid meeting date & time	14/02/2017 at 11.00 Hrs
e	Likely date of uploading the addendum if any	17/02/2017
f	Likely date of uploading the addendum regarding extension of due date of tender	17.00 Hrs on 28/02/2017
g	Date of starting of e-tender for submission of online technical bid and price bid at http://www.mstcecommerce.com	From 17/02/2017 to 01/03/2017
h	Date of closing of online e tender for submission of technical bid & price bid.	Upto 14.30 Hrs on 01/03/2017
i	Date and time of opening of Part-I(Technical Bid)	At 15.00 hrs on 01/03/2017
j	Date &time of e- auction and opening of Part-II(ie Price Bid)	shall be informed separately at appropriate time to the technically qualified bidders.

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

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

COCHIN PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
(ESTATE DIVISION)
COCHIN – 9.
Phone: 0484-2666412, 2582103, Fax: 0484-2668163
No. MSTC/BLR/COCHIN PORT TRUST/9/WILLIGDON ISLAND/16-17/18931Dated: 03-02-2017

PART-I, TECHNICAL BID
SECTION-2
INSTRUCTIONS ON e –TENDERING PROCEDURES

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

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

1. **Process of e tender**:

(A) Registration

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

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

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

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

SPECIAL NOTE: BOTH PRICE BID & TECHNICAL BID ARE TO BE SUBMITTED ON LINE AT http://www.mstcecommerce.com

1) Bidders are required to register themselves online with http://www.mstcecommerce.com Ÿ Registration Ÿ Register as Biddersô Filling in details and creating own user-id and passwordŸ Submit.

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

Contact Person Cochin Port Trust

1.Sri. Jose C Kappen Dy.Chief Mechanical Engineer Estate Division, Cochin Port Trust Cochin-682009 Phone Number-04842582127 Email id: joseck@cochinport.gov.in	2.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

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

	A/c No.10601197375, IFSC Code ï SBIN0006367. b. Demand Draft/ Bankerôs Cheque/Pay order. The bidder shall have the option to make the payment by way of Demand Draft/ Bankerôs Cheque/Pay-Order favouring **"Financial Advisor & Chief Accounts Officer, Cochin Port Trust"** from a Scheduled/Nationalised bank having their branch in Cochin. The hard copy of the same shall be submitted to the Estate Division in sealed cover prior to the closing time of the tender. After making payment by this mode, the bidder would login to the e-Tendering portal of MSTC and shall submit bid on-line by filing in required information, including payment particulars. Also, the bidder shall indicate correctly the relevant details pertaining to the remittance of the payment and mode thereof in the specified field of the on-line bid form. While Cost of Tender Documents is non-refundable for all the bidders, EMD will be refunded by CoPT to the unsuccessful bidder(s),without interest, provided any clause attracting forfeiture of EMD is not applicable. **Refund of EMD.** The Earnest Money Deposit(s) of unsuccessful bidder shall be refunded immediately and that of the successful bidder will be refunded subsequently after issuing allotment order and on remittance of Security deposit and non refundable one time premium as per the allotment order. **The tenderer should furnish their Bank Account details, IFS Code of Bank etc. at the time of remittance of EMD to make the process of refund/release of EMD.** No interest will be allowed on the Earnest Money Deposit from the date of its receipt until it is so refunded.
4	**Submission of on-line Bid.**
4.1	The bidder(s) who have submitted the above fees, can only submit their technical bid and price Bid through internet in MSTC website www.mstcecommerce.comŸ **Port Lease Property → CoPT** Ÿ Login Ÿ Click for AuctionsŸ Stage I Bid SubmissionŸ Live Auctions Ÿ Selection of the live eventŸ Techno Commercial and Price Bids
4.2	The bidder should allow to run Java Encryption Applet by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Technical bid. If this application is not run, the bidder will not be able to save/submit their bid and will get the error messages.

4.3	After filling in the Common Terms (Commercial Specifications), bidder should click ósaveô for recording their Commercial bid. Then the bidder shall upload supporting documents by clicking on "Attach Docs" link. Then the link for Technical Bid would be activated and the bidder should click on ósaveô for recording their Technical bid subsequently. Once the same is done, the Price Bid link becomes active and the same has to be filled in and then bidder should click on ñsaveò to record their price bid. Once both the Technical bid & Price bid are saved, the bidder can click on the ñSubmitò button to register their bid.
4.4	**Bidder's alertness / duty:**
4.4.1	It is not possible for CoPT to intimate each of the bidders individually at every intermediate stage. As such, all prospective bidders are requested to see the website once again before the due date of tender opening to ensure that they have not missed any extension or any other notice/ corrigendum/ addendum/ clarifications, if any, uploaded against the said tender, after downloading the tender document. The responsibility of downloading the subsequent item, if any, will be the sole responsibility of the prospective bidders.
4.4.2	All correspondence to the bidder(s) after participation in the tender shall be sent by e-mail only during the process till finalization of tender by CoPT. Hence, the bidders are required to ensure that their e-mail ID provided is valid and updated at the stage of their registration with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
4.5	**Uploading of documents:** Bidders are advised to use óAttach Docsô link in the bidding floor to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for uploading is 4 MB. For further assistance, instructions of Vendor Guide are to be followed.
4.6	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his automatic acceptance of all the terms & conditions for the tender including those contained in the extension or any other notice/ corrigendum/ addendum/ clarifications, if any
4.7	**Price Bid submission**: As per Schedule-A
5	**E – Auction** At the stage of e-auction amongst the technically qualified bidders, the bidders shall only quote the one time non refundable premium for the plot they intended to bid.
6	**Price Bid Opening**
	All the Technically qualified bidders shall have to participate in the e-auction for which date & time will be intimated separately. Thereafter, Price Bid will be opened electronically. It is then that the higher bid out of the highest Price Bid and highest Auction bid shall be accepted as the H1 bid for the tender for the plot concerned.

NOTE

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

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

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

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

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

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

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

7. Prior Registration with MSTC for e-bidding:

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

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

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

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

9. Now the bidder in possession of unique registration number provided by MSTC and also otherwise in possession of *digital signature for signing, is eligible to make

necessary payment of the cost of tender documents and EMD by **off-line** or **online** mode. In both the cases, the bidders are required to remit the cost of tender documents and EMD separately for easy identification of the respective amounts deposited by each bidder.

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

COCHIN PORT TRUST
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No MSTC/BLR/COCHIN PORT TRUST/9/WILLIGDON ISLAND/16-17/18931 Dated03/02/2017

PART-I, TECHNICAL BID
SECTION-3

INSTRUCTIONS TO TENDERERS

3.1. **SCOPE OF TENDER**

Sealed tenders on behalf of the **Board of Trustees of Cochin Port,** in Two-cover system are invited from eligible tenderers for the ñ**Lease(Renewal) of 4 Nos plots with existing structures/buildings (Presently leased to various Lessees but lease period expired) in W/Island for Port related Commercial /Office/warehouse purposes on annual lease rental basis for a period of 30 years with payment of onetime non-refundable premium as tender variable on tender cum auction basis"".** Right of First Refusal (RFR) will be extended to the existing lessee. **Details of the land put for tender are detailed below.**

3.1.1. **Unit-21**: **Land of 0.0877 Ha. (21.67 cents), leased to M/s. Saraf Sons (Traders) Limited.**

This land of 0.0877 Ha. (21.67 cents) in W/Island, located by the side of KPK Menon Road was leased to M/s. Saraf Sons (Traders) Limited for commercial purpose for a period from 19.06.1976 to 18.06.2006 and the same was renewed upto 31.12.2012. M/s. Saraf Sons (Traders) Limited has applied for renewal of lease in respect of the land. The land consists of office space having plinth area of 582.50 M^2 having a depreciated value of Rs.5,69,875/-(Rupees five lakhs sixty nine thousand eight hundred and seventy five only) as per the valuation carried out by the valuer engaged by CoPT. **The Depreciated value of the structure will be re-evaluated prior to issue of allotment order, if required.**

3.1.2. **Unit-26 Land of 0.0721 Ha. (17.81 cents), leased to M/s. A.V.Kowdi & Co.**

This land of 0.072 1Ha. (17.81 cents) in W/Island, located by the side of Cross Road of K.P.K. Menon Road was leased to M/s. A.V.Kowdi & Co. for warehouse purpose for a period from 06.10.1961 to 05.10.1991 and the same was renewed from 06.10.1991 to 05.10.2000. The same was again renewed up to 31.12.2012. The land is consisting of godown space having area 407.68 M^2 having a depreciated value of Rs.1,97,398/- (Rupees one lakh ninety seven thousand three hundred and ninety eight only) as per the valuation carried out by the valuer engaged by CoPT. **The Depreciated value of the structure will be re-evaluated prior to issue of allotment order, if required.**

3.1.3. **Unit-28**: **Land of 0.0364 Ha. (8.99 cents), leased to M/s. Kumar Taxis.**

This land of 0.0364 Ha. (9 cents) in W/Island, located by the side of I.G.Road was leased to M/s. Kumar Taxis for commercial purpose. (3 cents of land allotted from 08.09.1977 to 07.09.2007 & 6 cents allotted from 07.10.1978 to 07.09.2007 and both were renewed up to 31.12.2012). M/s. Kumar Taxis has applied for renewal of lease in respect of the land. The land is consisting of office space having a plinth area of 427.72 M^2 having a depreciated value of Rs.7,36,320/-(Rupees seven lakhs thirty six thousand three hundred and twenty only) as per the

valuation carried out by the valuer engaged by CoPT. **The Depreciated value of the structure will be re-evaluated prior to issue of allotment order, if required.**

3.1.4. **Unit-29**: **Land of 0.0162 Ha. (4 cents), leased to M/s. Sree Ram Travels.**
This land of 0.0162 Ha. (4 cents) in W/Island, located by the side of 4th Cross Road was leased to M/s. Sree Ram Travels for commercial purpose for a period from 29.06.1988 to 23.02.2013. M/s. Sree Ram Travels has applied for renewal of lease in respect of the land. The land is consisting of office space having area 205.83 M^2having a depreciated value of Rs.3,54,240/- (Rupees three lakhs fifty four thousand two hundred and forty only) as per the valuation carried out by the valuer engaged by CoPT. **The Depreciated value of the structure will be re-evaluated prior to issue of allotment order, if required.**

The above lands are already leased to the respective firms, but their lease period expired.

3.2 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 clarifications and amendments dated 17-07-2015, The existing lessee of the tendered land shall have to be participate in the tender, if they wish to renew the lease period. The right of first refusal will be extended to the existing lessee and they shall 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. The extension beyond 30 years has to be recommended by the Port Trust Board and the same will be examined and scrutinized by the Empowered Committee which would satisfy itself regarding the justification for such extension and competitiveness of the rate at which such extension is to be granted. Thereafter, approval will be granted by the Governmentò. Accordingly, if the existing lessee is the successful bidder the award of renewal of land will be subject to approval of Government of India.

3.3 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 earlier lessee and the amount would be passed on to the existing lessee. Indicative depreciated value of the buildings in respective plots are given in cl.3.1 above, which can be re evaluated at the risk and cost of the existing lessee if required.

3.4 Land shall be allotted to the bidders in Äs is where is ñcondition. Renovation and restoration works are to be carried out for the continued use of the buildings/structures as decided by the successful tenderer. These works are to be carried out by the successful bidder at their cost and risk. **The lessee shall enjoy ownership rights and free to remove the same from the leased land, if required with the approval of the lessor.**

3.5 The tenderers are required to quote the one time non refundable premium for the area.

3.6 The land(s) shall be allotted to the existing lessee if he participated in the tender and ready to match with the H-1 bid. If the existing lessee is not willing to match with the H1-bid, the land shall be allotted to the highest bidder, who quote the highest one-time non-refundable premium for the land in the Price Bid and in the Auction, if Port is satisfied with the bid amount of the highest bidder and subject to compliance of other conditions of the tender. Service Tax will be applicable for onetime non-refundable premium.

3.7 The successful tenderer should also pay the annual lease rent as per the prevailing Scale of Rate (SoR) from time to time with cumulative escalation every year as decided by the competent authority, till the end of lease period of 30 years.

3.8 The Scale of Rates (SoR) will undergo upward revision after every block of 5 years, based on the then existing Scale of Rates. The base date of current 5 year block is w.e.f 21/08/2016. 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.

3.9 The present base annual lease rent rate is **Rs.25,74,679/-** (w.e.f 21-08-2016) per hectare per annum for commercial/ office (other than warehouse) purposes and Rs **20,59,743**/-(w.e.f 21-08-2016) per Ha per annum for warehouse purpose in W/Island as per the Scale of Rates (SoR), approved by the TAMP plus Service Tax as per rules. The lease rent will be cumulatively escalated by 2% in April every year.

3.10 The successful tenderer should **also deposit an amount equal to two years normal lease rent as per SoR as non interest bearing refundable Security Deposit for the lease period of 30 years,** which will be refunded on expiry of lease period. 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 yearsô 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.

3.11 The allotment of land will be governed by the Land Policy Guidelines/orders issued by the Ministry of Shipping, Government of India from time to time.

3.12 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.

3.13 The bidder should furnish details about their proposed activities in the land along with the tender. The tenders will be qualified for next stage only after perusal of the above details and if the proposed activities in the lands are acceptable to Cochin Port Trust. The lease is liable to be terminated during the lease period, if the land is used for other activities/purposes not prescribed in the tender.

3.14 **QUALIFYING CRITERIA:**

The existing lessee of the land is eligible for submitting the tender. The bidders other than the existing lessee of the land, who wish to participate in the tender, must fulfil the following requirements and bids of only those who fulfil these requirements shall be considered for detailed evaluation and auction.

3.14.1 The bidder should be a Firm or Company or Joint Venture or Consortium having an average annual financial turnover as detailed below for each plot for the last 3 years ending on 31-3-2016. 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 same amount for the period of their existence.

Plot No.	Description of Land	Area in Ha.	Average annual turnover required in Rs.
Unit-21	Land along the side of KPK Menon Road in Willingdon Island (formerly leased to M/s. Saraf Sons (Traders) Ltd.)	0.0877 Ha (21.67 Cents)	12,29,000/-
Unit-26	Land along the side of KPK Menon Road in Willingdon Island (presently leased to M/s. A.V.Kowdi & Company)	0.0721 Ha (17.82cents)	8,08,300/-

Unit-28	Land along the side of Indira Gandhi Road in Willingdon Island (presently leased to M/s. Kumar Taxis)	0.0364 Ha (9 Cents)	5,10,100/-
Unit-29	Land along the side of 4th cross Road in Willingdon Island (presently leased to M/s Sreeram Travels.)	0.0162 Ha (4 Cents)	2,27,100/-

3.14.2 The bidders should produce copies of audited Annual Accounts. In case of provisional Annual Accounts, a Certificate to the effect from their Auditors has to be submitted.

3.14.3 In case, tenderer/Company does not have financial turnover for the past 3 years, tenderer/Company should submit an unconditional undertaking given by the holding Company of the tenderer/Company to the effect that the holding Company will support the project financially throughout the period of the lease.

3.14.4 The bidders are free to form a Special Purpose Vehicle (SPV) under the Indian Companies Act, 1956 in which the equity share holding of the bidders shall not be less than 51%.

3.14.5 **In the case of Joint Venture** Bidders, Partners would be limited to **three** (including the lead partner). One of the Partners, who is responsible for performing a key function in management of lease (the lead partner of the JV) or executing a major component of the proposed Joint Venture agreement, shall be nominated as lead member being **in charge** during the tender and in the event of successful tender, during the Lease period. The Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of the partner(s) of the Joint Venture. This authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all partners.

3.14.6 In case of Joint Venture the tender shall be signed by all joint venture partner so as to legally bind all partners, jointly and severally responsible.

3.14.7 In the event of Joint Venture, aggregate of the financial capacity of partners will be taken into account for the purpose of bid evaluation. They must execute and submit a Joint Venture Agreement wherein the Joint Venture Partners are jointly and severally responsible for fulfilling the conditions of lease and for all obligations to the Cochin Port Trust including payment of annual lease rent.

3.14.8 **In the case of Consortium** submitting the bid, and become the successful bidder, the Consortium members should form a legal **entity either as a JV or otherwise** under Indian Companyôs Act 1956 within 30 days from the receipt of intimation from Cochin Port Trust to the effect that the Consortium is the successful bidder and further correspondence will be with the legal entity.

3.14.9 The Tender should contain information regarding the Members of the consortium.

3.14.10 One of the Consortium Members should have purchased/downloaded the Tender Document on behalf of the Consortium.

3.14.11 The Tender should include the description of the roles and responsibilities of individual members.

3.14.12 One of the Members of the consortium shall be nominated as being in ï Charge (Lead Member) and this authorization shall be supported by a Power of Attorney signed by the Authorized Signatories of other Members.

3.14.13 The Members of the consortium shall enter into a Memorandum of Understanding (MOU) delineating the rights and obligations of the members for the purpose of making submission of the tender.

3.14.14 The MOU shall also clearly specify among other things the shareholding commitment of each member.

3.14.15 A copy of the MOU shall be submitted along with the Tender.

3.15 **Documents are to be uploaded along with the technical bid:**

3.15.1 Report on the financial capability of the Tenderer including average annual turnover for the last three years. The financial turnover with regard to the above should be accompanied with the Auditors Report for the past three years ending 31st March, 2016. In addition, the last three years Balance sheet, Profit & Loss Account statement etc. should also be furnished. The Tenderer shall ensure that he is fulfilling the minimum qualification criteria as regards annual turnover as detailed at clause 3.14.1 above. Bankers name and address for making reference regarding financial position shall also be submitted.(Not applicable for existing lessee)

3.15.2 Attested copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership (If translated then notarised). Tenderers to submit details about the share holding structure/partnership structure of the Company/firm and the percentage holdings held therein.

3.15.3 Information regarding any current litigation in which the tenderer is involved. If no involvement, a Nil statement may be attached.

3.15.4 Power of attorney for the signatory of the tender and for leasing out the land when awarded.

3.15.5 TIN/PAN Certificate.

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

3.16 **Forfeiture of Earnest Money(EMD)**:

3.16.1 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 01/03/2017 or any extension thereof and the expiration of the validity period of the offer including extension thereof**.**

3.16.2 Earnest Money of the bidders quoting less than Reserve Price of one time non refundable Premium provided in the Price Part and not participating/offering amount less than the Reserve Price in the auction process also will be forfeited and the bidders will not qualify.

3.16.3 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 01/03/2017 or any extension thereof. No offer shall be substituted or withdrawn by the tenderer after the due date and time of submission of offer or any extension thereof.

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3.17 **DOCUMENT PRESENTATION**

3.17.1 The Tenderers must submit all details, documents etc. as required in the tender and fill in the formats given at annexure

3.17.2 Tenderer upload the documents as mentioned in annexure-9.

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

3.18 **SITE INSPECTION**

3.18.1 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 access road & surroundings and has assessed the extent of the work requirements for the installation of the Project. It is also deemed that they are fully aware of all the applicable laws and applicable permits pertaining to the purpose for which they intent to use the premises.

3.18.2 The Port Trust shall not be liable for any mistake or error or neglect by the tenderer in respect of the above.

3.19 **TENDERERS RESPONSIBILITY**

3.19.1 The tenderer is expected to examine carefully the contents of the tender documents, including but not limited to the terms and conditions in the lease deed format at Annexure-6

3.19.2 The Annexure -1 and Annexure-3 will be displayed online at the time of submission of e-tender. Same shall be filled online itself. In addition to the above, the documents mentioned in Annexure -9 shall be uploaded along with submission of tender.

3.19.3 Any existing obstructions like pipe lines, cables etc. in the leased land which are likely to cause hindrance to the structure/construction shall be re-laid/ dismantled / re-routed by lessee at his cost with the prior approval and as directed by the appropriate authority.

3.19.4 The plots will be allotted to the successful bidder only after obtaining approval of Port Trust Board/ Government of India as the case may be.

3.19.5 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.

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

3.19.7 The area of plot given is approximate and there may be marginal variations. The sketch showing the location of the plot is attached.

3.19.8 If the bidder opt off line mode for submission of cost of tender and EMD , the hard copy of the instruments shall be submitted to the Estate Division, General Administration Department, 4th Floor, Administrative Building, Cochin Port Trust in a sealed cover prior to the due date and time for submission of tender ie 14.30 Hrs on 01/03/2017.

3.20 AMENDMENT TO TENDER DOCUMENT:

3.20.1 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 17/02/2017. However addendum regarding extension of due date and time will be hosted upto 17.00 Hrs on 28/02/2017

3.20.2 The amendment in the form of addendum/corrigendum will be uploaded to the web-site of Cochin Port Trust/MSTC.

3.20.3 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.

3.20.4 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.

3.21. **DETERMINATION OF RESPONSIVENESS:**

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

3.22. 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.

3.23 **VALIDITY OF TENDER:**

The tender shall remain valid and open for acceptance for a **period of 120 days** from the date of opening of tender. The Cochin Port reserves the right to extend the period of validity for a specific period. The request and response thereto shall be made in writing by post or by fax. 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.

3.24 ACCEPTANCE OF TENDER:

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

3.25 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.

3.26 **PRE-BID MEETING**

A pre-bid meeting will be held in the **Conference Hall of Cochin Port Trust at 11.00 Hrs (IST) on 14/02/2017**. Attendance at pre-bid meeting is strongly advised. Should there be any discrepancy in or any doubt or obscurity as to the meaning of any of the tender documents or as to anything to be done or not to be done by the tenderers or any clarification or if any additional information is needed by the tenderers, these shall be set forth in writing and submitted to the Secretary, Cochin Port Trust, well in advance of the date fixed for the Pre-bid meeting. The clarifications provided will be hosted on the website of Cochin Port Trust and MSTC.

SIGNATURE OF TENDERER

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

No MSTC/BLR/COCHIN PORT TRUST/9/WILLIGDON ISLAND/16-17/18931 Dated: 03-02-2017

TENDER FOR LEASE OF 4 NOS PLOTS WITH EXISTING STRUCTURES/BUILDINGS (PRESENTLY LEASED TO VARIOUS LESSEES) IN W/ISLAND FOR PORT RELATED COMMERCIAL/OFFICE/WAREHOUSE PURPOSES ON ANNUAL LEASE RENTAL BASIS FOR A PERIOD OF 30 YEARS WITH PAYMENT OF ONE TIME NON REFUNDABLE PREMIUM AS TENDER VARIABLE ON TENDER CUM AUCTION BASIS.

PART-I TECHNICAL BID, SECTION- 4

GENERAL CONDITIONS OF TENDER

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

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

(b) **"TENDERER(S)** means the firm, corporation, consortium or company or joint Venture who submits the TENDER for the subject area.

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

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

(e)

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

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

4.2. **Taxes & Duties**

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

of any law. Increase in taxes, levy, duty etc., or imposition of new taxes, levy, duty etc., shall not be a ground or an excuse for not complying with the formalities within the stipulated time or a ground or an excuse for extension of time for completing the lease deed. All such payments to be made by the Tenderer are deemed to have been included/considered while quoting the tender.

4.3 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.

4.4 **Suspension of Lease**

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

(a) A default shall have occurred on the part of the lessee in the executing of lease deed.
(b) Any other condition which makes it unable for either party by reason of ñforce majeureò as referred to in Clause 6 to successfully carry out the assignment/s or to accomplish the purpose of the contract.

4.5 Force Majeure.

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

b) 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 (a) above or delays arising from such event;

4.6 **Award of lease**

4.7.1 The lease will be awarded to the tenderer as per clause 3.3, 3.6,3.7 ,3.8 &3.10 of Section-3 Instructions to tenderers of Tender Document.

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

4.7 Port Trust's right to accept or reject a tender

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

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

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

4.8. Notification of Award

The Cochin Port will promptly notify the successful tenderer in writing by registered letter that their tender has been accepted.

4.9 Payment of non refundable one-time premium, Security Deposit and annual lease rent and taking over of Plot.

4.9.1 The successful tenderer shall pay to the Cochin Port Trust, onetime non refundable premium quoted in the Tender cum Auction along with Service tax as applicable. 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). The onetime non-refundable premium shall be paid through Demand Draft drawn in favour of the Financial Advisor & Chief Accounts Officer, Cochin Port Trust, from State Bank of India or any of its subsidiaries, Nationalized Banks, Scheduled Banks or through e-payment within 30 days from the date of receipt of notification of award by the successful tenderer. 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. The onetime non refundable premium will not be refunded under any circumstances.

4.9.2 Failure of the successful tenderer to comply with the requirement clause 4.9.1 shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD(s).

4.9.3 The lease period shall commence from the date of taking over of the plot 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.

4.9.4 The land will be handed over to tenderer only on payment of the accepted one-time non-refundable premium quoted in the tender cum auction and two years lease rent as security deposit as in clause 4.9.1.

4.9.5 Subsequently 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. This will continue till completion of lease period of 30 years.

4.10 Execution of Lease Deed

The successful tenderer shall execute lease deed in the prescribed format at Annexure-6 within 180 days from the date of taking over of the plot on Kerala State Stamp paper of appropriate value.. All the cost and expenses for executing of licensing agreement shall be borne by the successful tenderer.

4.11 The tenderer shall make a thorough study of the scope of the land mentioned in the document and for further details he may consult the Sr.Asst. Estate Manager of this department or other persons authorized by her, before bidding.

4.12 The Sr.Asst. Estate Manager is the nominated officer and in-charge of this tender

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

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

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

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

SIGNATURE OF TENDERER

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

Tender No MSTC/BLR/COCHIN PORT TRUST/9/WILLIGDON ISLAND/ 16-17/18931 Dated: 03-02-2017

TENDER FOR LEASE OF 4 NOS PLOTS WITH EXISTING STRUCTURES/BUILDINGS (PRESENTLY LEASED TO VARIOUS LESSEES) IN W/ISLAND FOR PORT RELATED COMMERCIAL/OFFICE/WAREHOUSE PURPOSES ON ANNUAL LEASE RENTAL BASIS FOR A PERIOD OF 30 YEARS WITH PAYMENT OF ONE TIME NON REFUNDABLE PREMIUM AS TENDER VARIABLE ON TENDER CUM AUCTION BASIS.

PART-I TECHNICAL BID, SECTION- 5
SPECIAL CONDITIONS TO BE SATISFIED BY THE BIDDERS

5.1 In terms of the Policy Guidelines for Land Management by Major Ports, 2014, if the successful tenderer is not able to utilize the entire land leased to him, the portion of the leased premises not required by him should be surrendered and no subletting shall 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 tender conditions are subject to review at any time based on Policy directions/clarifications from Ministry of shipping/Cochin Port from time to time.

5.2 The bidder shall have adequate experience for the implementation of the project in carrying out Port related commercial/Hospitality activities ,which shall be established with appropriate documents.(Not applicable to existing lessee).

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 tender. The tenders will be qualified for next stage only after perusal of the above details and if the proposed activities in the lands are acceptable to Cochin Port Trust. The lease is liable to be terminated during the lease period, if the land is used for other activities/purposes not prescribed in the tender**.** .(Not applicable to existing lessee).

5.4 The bidder shall have adequate financial capability for the implementation of the project which shall be established with appropriate documents with reference to estimated cost in the project report. .(Not applicable to existing lessee).

5.5 Tenderers should submit a tentative project report for developing the land for the intended purpose. After taking over of the site, the successful bidder should give a bar chart for various activities connected with the developing activities to be undertaken. .(Not applicable to existing lessee).

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

5.7 The successful bidder shall obtain all statutory clearances as may be required as per law from the concerned department before execution / commissioning of the project**.**

5.8 The successful bidder shall follow all safety norms as may be prescribed by the competent authority.

5.9 Proper environmental/Pollution control safe guards as per law must be incorporated in the design and implementation of the project.

5.10 Successful bidder shall maintain the existing drains if any in the plot properly as per lease condition.

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

5.12 The successful bidder shall make good at his cost if any damage of loss caused to any nearby structures by him during the entire period of lease

5.13 The successful bidder shall take adequate precautions against fire hazards and anti social activities during the entire period of lease.

5.14 The ownership of the plot will vest with Cochin Port and the successful bidder should not construct any permanent/temporary structure without the prior permission of Cochin Port in the plot allotted to them**.**

5.15 The successful bidder should ensure that all wastages generated during the lease period should be properly packed and disposed off. The wastages should not be thrown into the water.

5.16 The successful bidder should keep a harmonious relationship with nearby occupants/lessees.

5.17 The commercial area shall be provided with adequate lighting, drainage and security facilities for safe operations.

5.18 The successful bidder shall strictly follow the environmental regulations.

SIGNATURE OF THE BIDDER

Annexure-1

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

Tender No MSTC/BLR/COCHIN PORT TRUST/9/WILLIGDON ISLAND/16-17/18931 Dated: 03-02-2017

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

1	(a)Name of the tenderer.	
	b(i) Address for communication	
	b(ii)Address of local/ branch office if any.	
	(c) Reference of Communication mode.	
	(i) Telephone	
	(ii) Fax	
	(iii) e mail	
	(d) Date of incorporation and commencement of business of tenderer(in the case of a consortium of each member)	
	(e) PAN Number details (in the case of a consortium, of each number)	
	(f) VAT Registration details(in the case of a consortium of each member)	
	(g) Current IT Return(in the case of a consortium of each member)	
	(h) Professional tax Challan(in the case of a consortium of each member)	
2	Brief Description of the tenderer, or in the case of a consortium, of each member, including years of operations of the existing business , the extent it involves/is dependent on Port based activities, etc.	
3	Details of the existing business of the tenderer or in the case of a consortium, of each member and their proposed role in this project.	
4	Past experience of the tenderer(in the case of a consortium of each member) in implementing, operating and management of .....(details of project)	

5	Annual Turn over of the firm for the past 3 FY ending March 2016. 2013-14 2014-15 2015-16	

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

(S i g n a t u r e)

Place : _____

(Designation & Seal of Office)

Enclosures : _____Nos.

Data should be provided separately for each Consortium member.

Annexure-2

COCHIN PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
(ESTATE DIVISION)
COCHIN – 9.
Phone: 0484-2666414, 2582103, Tele Fax: 0484-2668163/2666414
PART-I, EVALUATION CRITERIA

1. While quoting for this tender, the ôReserve onetime premium for that plot in Rupees shall be displayed automatically by the system on-screen in the Price Schedule format.
2. Then the bidder shall only fill in the one time premium amount (lumpsum). The quoted amount shall not be less than the ôReserve Priceô. It is impressed upon the bidder that bid without premium in the manner stated therein is an incomplete bid.
3. Immediately, the system shall display the final quoted total one time Premium with taxes extra thereon.
4 No hard copy of filled in format of the price schedule shall be entertained
5. After the closing date of bid submission, e auction, shall take place with the reserve price as the floor price for e auction.
6. In case a bidder doesnot participate in the e- auction, his only bid will be that given in the Price Schedule format.
7. No Auction shall however be held in case of receipt of only one valid bid for any plot.
8. Price Bids of the technically qualified bidders shall be opened after the e -auction is over.
9. The bidder having given the highest final bid(after considering price given in the Price Schedule and that, obtained through e auction) amongst all the bidders, hall 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 hall 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.T his will go on till no bid is received within eight minutes of the last bid received. Once the period of eight minutes without any bid is over, the bidding will automatically closed and no further bidding will be allowed by the system.

Annexure-3

COCHIN PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
(ESTATE DIVISION)
COCHIN – 9.
Phone: 0484-2666412, Tele Fax: 0484-2668163
Tender No MSTC/BLR/COCHIN PORT TRUST/9/WILLIGDON ISLAND/16-17/18931Dated:03-02-2017

PART-I, DETAILS OF THE PROJECT PROPOSED TO BE ESTABLISHED BY THE TENDERER

(To be filled up online)

1. Name of the tenderer offering the bid :

2. Address for communication including phone number, email id etc :

3. Status ï Individual/ Company/joint venture/ Partnership firm Give all relevant details. :
   (I) Year of establishment :
   (II) Parent Company, if any :
   Brief description of the project for which the land is proposed to be leased(attach separate sheet/document, if required). :

4. Details of existing business, if any, in the Port with details of cargo handled (attach Separate sheet/document, if required) :

5. If there is any tie-up with foreign companies, please furnish the details :

6. Brief details of structures proposed to be Erected/constructed. :

7. Are you prepared to meet the expenses towards the development of the plot and surroundings, including maintaining drains, roads, etc, within/towards the plot. :

8. Likely date of commissioning of the facility :

9. Requirement of power (apprx) (in MW) :

10. Requirement of water (apprx) (in KL) :

SIGNATURE OF TENDERER

Annexure-4

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

Tender No. MSTC/BLR/COCHIN PORT TRUST/9/WILLIGDON ISLAND/16-17/18931 Dated:03-02-2017

PART-I, DECLARATION BY THE TENDERER/BIDDER

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

1. I/We, _____(Name of tenderer/bidder) having examined the Tender Document (No. MSTC/BLR/COCHIN PORT TRUST/9/WILLIGDON ISLAND/16-17/18931) and fully understood its content including the Instructions on e-tendering procedures, Instructions to tenderers,General conditions to be satisfied by bidders & special conditions to be satisfied ,Evaluation criteria, hereby submit the Tender for allotment of CoPT land measuring about .....Ha of land at.....in W/Island on ñas is where isò basis for .....purpose through tender-cum-auction.
2. I/We accept all the terms & conditions of the Tender Document (No. MSTC/BLR/COCHIN PORT TRUST/9/WILLIGDON ISLAND/16-17/18931).
3. I/We have deposited requisite Earnest Money and Tender Document Cost for the said tender as per procedure mentioned in Schedule of Tender.
4. I/We submitted copies of the required documents as mentioned at Annexure ï 9 of the tender document
5. I/We have quoted the rate of one time non refundable premium in Price Bid(Schedule-A) not below the Reserve Price.
6. I/We any of the consortium members have not been debarred by the Central / any State Government or Quasi-Government Agency or PSU in India
7. I / We declare that:-
    a. I / We have examined and have no reservations to the Tender Document issued by CoPT thereon.
    b. I / We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.
8. I / We understand that CoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at anytime without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
9. I / We hereby undertakes that we will abide by the decision of CoPT in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by CoPT in this regard.

Signature of the bidder with office seal

Date
Witness

Sl No.	Name	Address	Signature

Annexure-5

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

Tender No MSTC/BLR/COCHIN PORT TRUST/9/WILLIGDON ISLAND/ 16-17/18931Dated: 03-02-2017

PART-I,
PROFORMA OF PRE CONTRACT INTEGRITY PACT

General

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

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

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

NOW, THEREFORE,

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

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

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

follows:

Commitments of the 'BUYER/ EMPLOYER'

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

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

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

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

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/ EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/ EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5* The BIDDER further confirms and declares to the 'BUYER/ EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/ EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/ EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/ EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/ EMPLOYER' has financial interest/stake in the bidder's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'BUYER/ EMPLOYER'.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

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

(i) Bank Draft or a Pay Order in favour of _FA&CAO, Cochin Port Trust.

(ii) Any other mode or through any other instrument (to be specified in the Bid Document).

5.2 The Earnest Money shall be valid upto a period of 180 days from the Bid Due Date.

5.3 In case of the successful BIDDER, a Performance Guarantee in the form of Bank Guarantee valid till 30 days after the end of defect liability period will also be furnished to the BUYER/ EMPLOYER 'within 21 days of Letter of Acceptance of the Bid by the 'BUYER/ EMPLOYER.

5.4 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the BUYER/ EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.5 No interest shall be payable by the 'BUYER/ EMPLOYER' to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. **Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'BUYER/ EMPLOYER' to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'BUYER/ EMPLOYER' and the 'BUYER/ EMPLOYER' shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'BUYER/ EMPLOYER' resulting from such cancellation/rescission and the 'BUYER/ EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

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

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

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

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

Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7. **Fall Clause**

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

8. **Independent Monitors**

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

Sri. K.K. Vijayakumar, IAS (Retd.)
Kalarikkal, KRA - 33,
Kunnumpuram Civil Station Road,
Kakkanad, Cochin - 682030

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

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

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

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

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

8.7 The BUYER/ EMPLOYER, will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/ EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ EMPLOYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER/ EMPLOYER and the BIDDER/SELLER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at_____on_____

BUYER/ EMPLOYER	BIDDER
Name of the Officer.	CHIEF EXECUTIVE OFFICER
Designation	
Deptt./MINISTRY/PSU	
Witness	Witness
1. _____	1._____
2. _____	2._____,

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

Annexure-6

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

Tender No MSTC/BLR/COCHIN PORT TRUST/9/WILLIGDON ISLAND/ 16-17/18931Dated: 03 -02-2017

PART-I,
LEASE DEED FORMAT FOR PREMIUM AND ANNUAL LEASES

THIS DEED OF LEASE, made the é é é é é .. day of é é é é é é .. Two thousand and é é é é é é é é . BETWEEN THE BOARD OF TRUSTEES OF THE PORT OF COCHIN, a Body corporate under the Major Port Trusts Act, 1963 represented by its é é é é é é é é é é é é é Shri.é é é é é é é . Son ofé é é é é é é é é é é é é ..agedé é é é . years residing on Willingdon Island, Thoppumpady Village, Cochin Taluk, Ernakulam District, Kerala State (hereinafter called ñthe Lessorò) of the one part; ANDé ..
é é é é é é é é é é é é é é é é é é é .. (hereinafter called ñthe Lesseeò) 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 admeasurementé . 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 ñleased premisesò) TO HOLD the same for the term of Thirty (30) years from the é é é é é é é day of é é é é é é (month & year ï i.e., the date of handing over of the land) to the é é é é é day of é é é é é é (month & year), for the purpose(s) it is allotted ie.____________________________, subject to the following conditions:-

1.

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

b) The Lessee shall pay the Lessor during the said term of lease a yearly lease rent, clear of all deductions, of Rsé é é (Rupeesé é é é é é é ..only) (corresponding to the base lease rent of Rsé é é é . per hectare per annum for the base year é é é é é . as fixed by TAMP in its order dated é é . 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

c) The Lessee has deposited with the Lessor as Security Deposit towards rent an amount of Rsé é é é é (Rupeesé é é é é é é é é é é é é é é é .only) equivalent to two yearôs 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 yearsô then lease rent. The security deposit so paid shall be refundable without interest, after adjustment of any dues including but not limited to any arrears of lease rent or other amounts due to the Lessor and/or damages to the Premises, at the time of handing over vacant possession of the leased premises on the expiry or termination of the Lease.

d) The Lessee shall pay to the Lessor the yearly lease rent in two half-yearly installments, one, on or before the 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.

e) 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.

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

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

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

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

2.

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

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

c) 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.

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

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

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

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

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

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

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

k) This lease shall be governed by provisions of the Major Port 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.

l) 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.

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

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

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

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

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

3.

a) The lessee shall not underlet or otherwise sublease the leased premises or the building(s)/structure(s) erected or to be erected thereon or any part thereof. Any sub-lease of the leased premises or any part thereof or of the building to be erected thereon or any part thereof shall be treated as unauthorized and shall make the lease liable for termination/cancellation.

b) The lessee shall not assign or transfer the leased premises or the building(s)/structure(s) erected or to be erected thereon or any part thereof without obtaining prior approval of the 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.

c) The Lessee shall not create any charge in respect of the leased premises or its lease hold interest in the leased premises or the building constructed on the same without the prior written consent of the Lessor, it being clearly understood that such consent will not be granted, except in the case of charges in favour of reputed financial institutions / scheduled Banks.

d) 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.

a) The Lessee may terminate the lease at any time before the expiry of the lease period on giving six months prior notice in writing to the Lessor or six monthôs 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.

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

c) Upon any breach or non-observance by the Lessee or by a person claiming through or under the Lessee of any of the aforesaid covenants or conditions herein provided or the breach or violation

of any provision of this Agreement the Lessor may, notwithstanding the waiver of any previous cause or right of re-entry, enter upon the leased premises and re-possess it, as if this lease had not been granted and thereupon this demise shall absolutely determine and the Lessee shall be entitled within three calendar months from the date of such re-entry to remove all 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.

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

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

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

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

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

i) After the expiry or earlier termination of lease if the Lessee continues to occupy the Leased Premises such occupation shall be unauthorized and without prejudice to the right of the Lessor to evict the Lessee for such unauthorized occupation, the Lessee shall be liable to pay compensation for wrongful use and occupation at three times the annual lease rent applicable as per the then prevailing Scale of Rates (SOR) of the Lessor for lands in the similar category in the area where the leased premises is situated, irrespective of whether land was originally allotted onupfront basis, till vacant possession is obtained. In cases of upfront bidding, the annual lease rent would be determined on pro-rata basis.

j) Upon expiry or termination of the lease for any reason whatsoever, the Lessee shall remove the structures erected or other improvements made by him/it on the Leased premises without any

claim to compensation whatever and restore the leased premises to its original condition, within such time as directed by the Lessor. If the Lessee does not remove the 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.

a) It is agreed between the parties that notwithstanding any other provisions herein contained, subject to Six (6) months prior notice by the Lessor, the Lessor shall be entitled to cancel the lease either in respect of the whole leased premises or any part thereof, with improvements thereon, if any, before the expiration of the lease period specified herein if the leased premises or part thereof, is required for Portôs development purposes / activities and in that event, the Lessee shall be entitled to corresponding remission of the Lease Rent where applicable and compensation payable will be worked out by the Secretary, Cochin Port Trust in accordance with the formula provided in (b) below, in respect of the buildings and fixtures, if any, which at any time during the currency of the lease may have been erected or affixed by the Lessee upon the leased premises, provided, however, that in case of any dispute between the parties hereto regarding the rate or quantum of compensation payable under the aforesaid provision, the decision of the Board of the Lessor shall be final and binding.

b) It is also agreed between the parties that notwithstanding any other provisions herein contained, at the time of termination or expiry of the Lease, as provided herein, if the Lessor requires the buildings or other fixtures erected on the land for its Portôs 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

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

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

6.

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

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

i
ii
iii
iv

7.

The Schedule above referred to:

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

DESCRIPTION

All the piece and parcel of land situated on _____

BOUNDARIES

South:
West:
North:
East:

The plan above referred to 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:

Annexure-7

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

Tender No. MSTC/BLR/COCHIN PORT TRUST/9/WILLIGDON ISLAND/16-17/18931 Dated:03-02-2017

PART-I, TECHNICAL BID
PROFORMA OF 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

Noé so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

Yours faithfully,

Signature :

Name & Designation :

Annexure-8

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

Tender No MSTC/BLR/COCHIN PORT TRUST/9/WILLIGDON ISLAND/ 16-17/18931 Dated: 03-02-2017
PART-I,TECHNICAL BID

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

To

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

Dear Sir,

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

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 óNilô statement shall be enclosed.

Annexure-9

COCHIN PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
(ESTATE DIVISION)
COCHIN – 9.
Phone: 0484-2666414, 2582103, Tele Fax: 0484-2668163/2666414

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

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

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

ii) Pre Contract Integrity Pact(Annexure-5)

iii) Undertaking regarding Illegal methods for influencing bid process (Annexure-7).

iv) Information regarding current litigation if any against Cochin Port.
v) Power of attorney for the signatory of the tender and for leasing out the land when awarded, execution of lease deed etc.
vi) Disclosure of payment made/proposed to be made to the intermediaries in connection with bid (Annexure-8)

vii) Required certificates & documents as indicated below [duly signed].

(a) Valid Trade License (for each member in case of a Consortium).

(b) Service Tax registration certificate (for each member in case of a Consortium

(c) IT PAN (for each member in case of a Consortium).

(d) VAT registration certificate, if applicable (for each member in case of a Consortium).

(e) Partnership Deed or Certificate of Incorporation in case the tenderer is a Company. (In case of consortium, such should be submitted for all Consortium members.)

(f) Audited Balance Sheet and Profit & Loss Account for the last three financial years with Audit Report.(of each member in case of Consortium).(Not applicable for existing lessee)

(g) Current IT Return.(of each member in case of Consortium). (Not applicable for existing lessee)

(g) Valid Professional Tax Challan (of each member in case of Consortium).

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

SCHEDULE-A

COCHIN PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
(ESTATE DIVISION)
COCHIN – 9.
Phone: 0484-2666414, 2582103, Tele Fax: 0484-2668163/2666414
Tender No MSTC/BLR/COCHIN PORT TRUST/9/WILLIGDON ISLAND/16-17/18931 Dated:03-02-2017

PART-II , PRICE BID

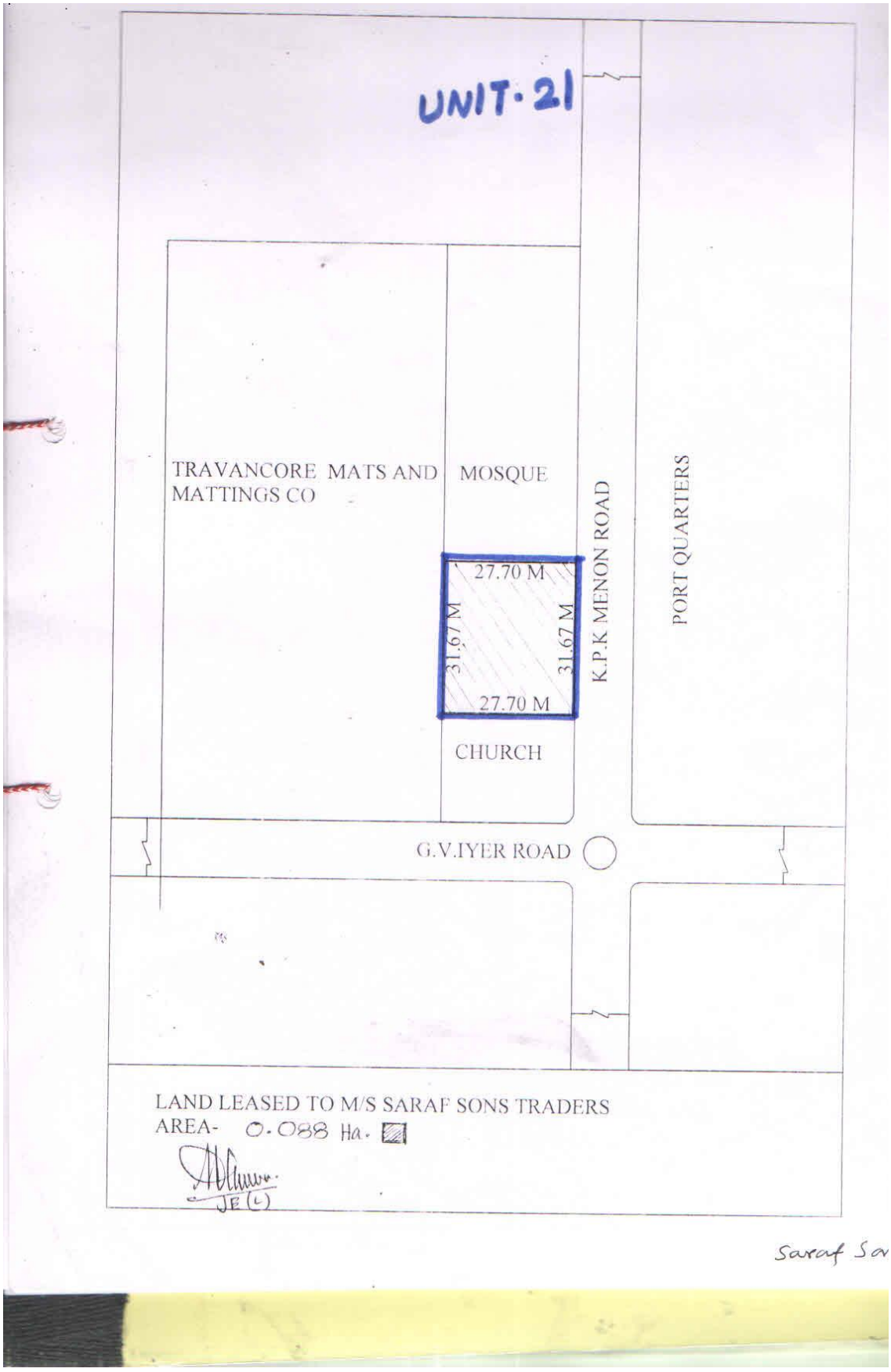
SCHEDULE OF ONETIME NON REFUNDABLE PREMIUM

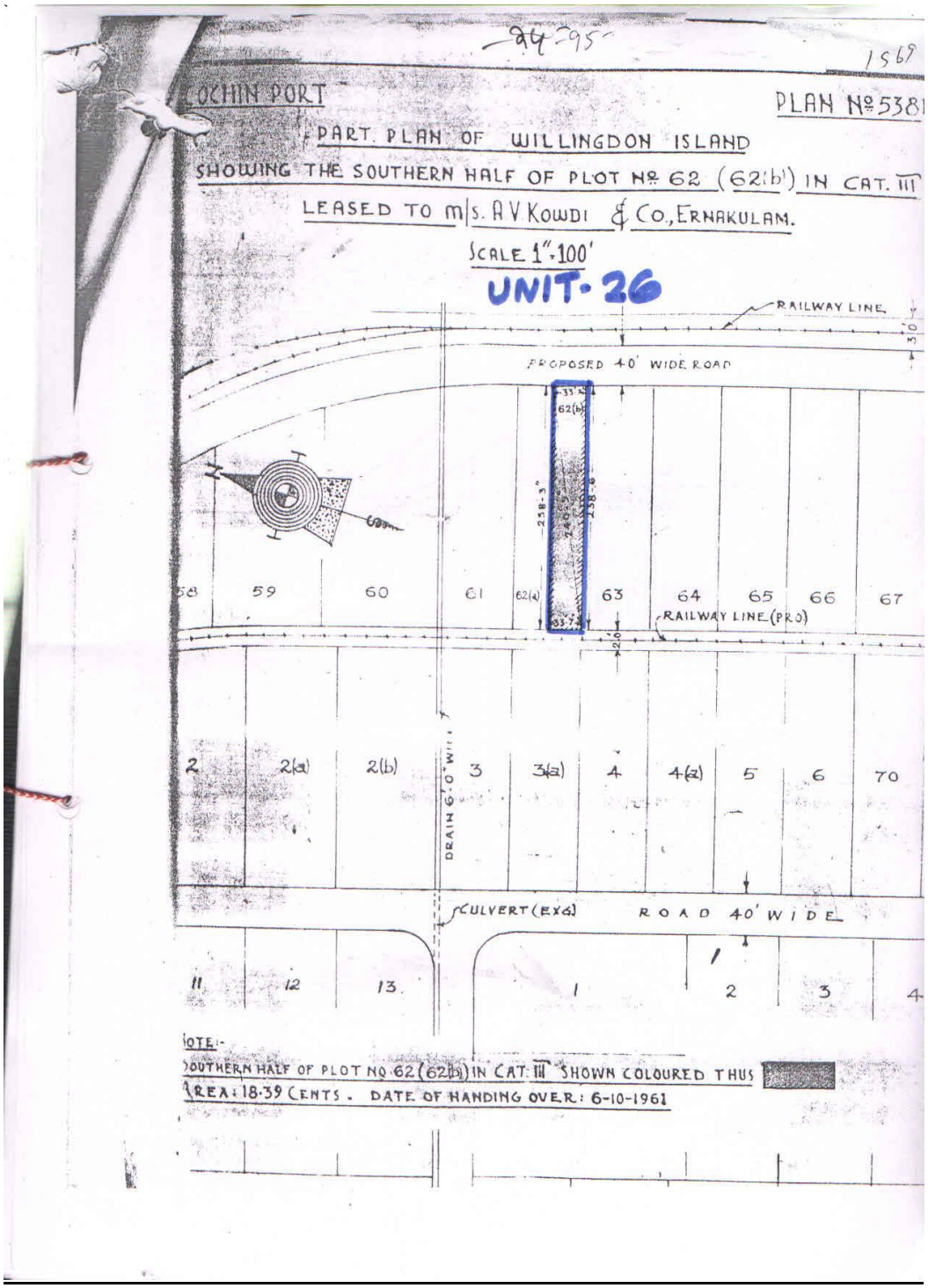
	Description of land with plot number.	Area in Hectare (Cents)	RESERVE PRICE	Non-refundable onetime premium offered for the plot (Excluding Service Tax) in Rupees	
				In fig	In words
	(2)	(3)	(4)	(5)	(6)
Unit-21	Land along the side of KPK Menon Road in Willingdon Island (formerly leased to M/s. Saraf Sons (Traders) Ltd.)	0.0877 Ha (21.67 Cents)	Rs.2,25,799/-		
Unit-26	Land along the side of KPK Menon Road in Willingdon Island (presently leased to M/s. A.V.Kowdi & Company)	0.0721 Ha (17.82cents)	Rs 1,48,508/-		
Unit-28	Land along the side of Indira Gandhi Road in Willingdon Island (presently leased to M/s. Kumar Taxis)	0.0364 Ha (9 Cents)	Rs.93,718/-		
Unit-29	Land along the side of 4th cross Road in Willingdon Island (presently leased to M/s Sreeram Travels.)	0.0162 Ha (4 Cents)	Rs.41,710/-		

Signature of Tenderer

Note:

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


UNIT-21
TRAVANCORE MATS AND MATTINGS CO
MOSQUE
27.70 M
31.67 M
31.67 M
27.70 M
K.P.K MENON ROAD
PORT QUARTERS
CHURCH
G.V.IYER ROAD
LAND LEASED TO M/S SARAF SONS TRADERS
AREA- 0.088 Ha.
JE(L)
Saraf Sa

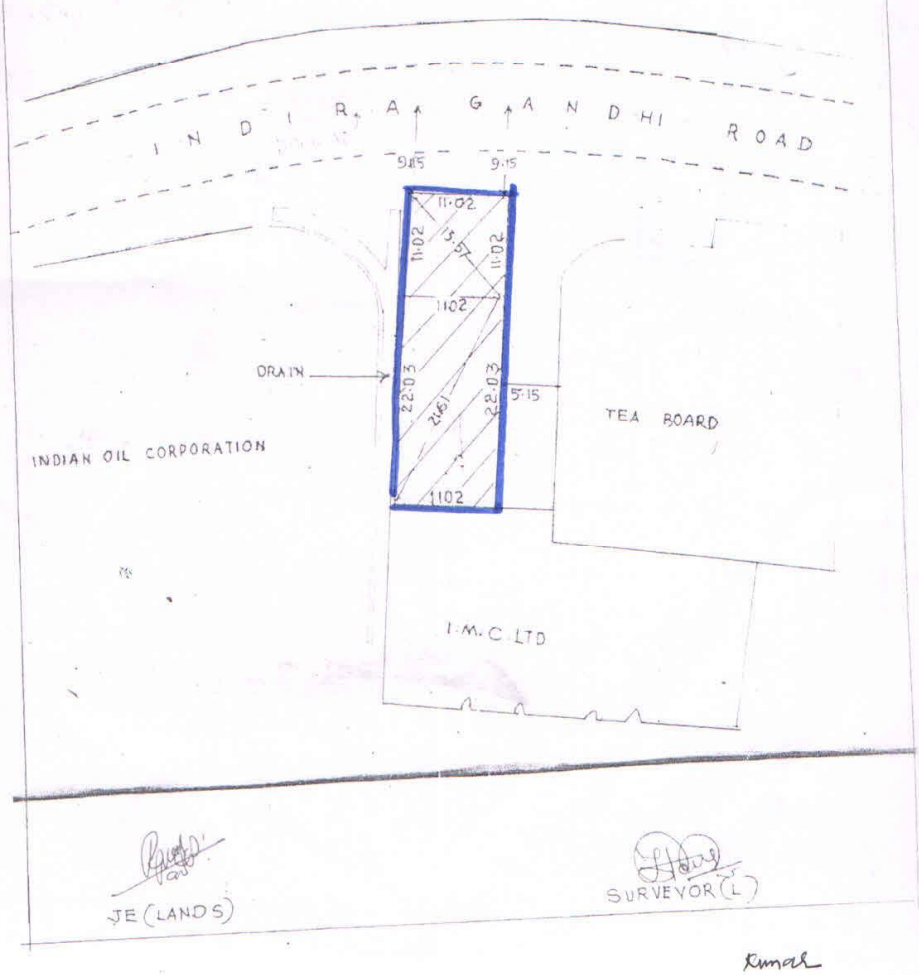

-94-95-
1569
COCHIN PORT
PLAN No 5381
PART PLAN OF WILLINGDON ISLAND
SHOWING THE SOUTHERN HALF OF PLOT No 62 (62(b)) IN CAT. III
LEASED TO M/S. A V KOWDI & CO., ERNAKULAM.
SCALE 1"=100'
UNIT-26
RAILWAY LINE
PROPOSED 40' WIDE ROAD
62(b)
58 59 60 61 62(a) 63 64 65 66 67
RAILWAY LINE (PRO)
2 2(a) 2(b) DRAIN 6'-0" WIDE 3 3(a) 4 4(a) 5 6 70
CULVERT (EXG) ROAD 40' WIDE
11 12 13 1 2 3 4
NOTE:-
SOUTHERN HALF OF PLOT NO 62 (62(b)) IN CAT. III SHOWN COLOURED THUS
AREA: 18.39 CENTS. DATE OF HANDING OVER: 6-10-1961

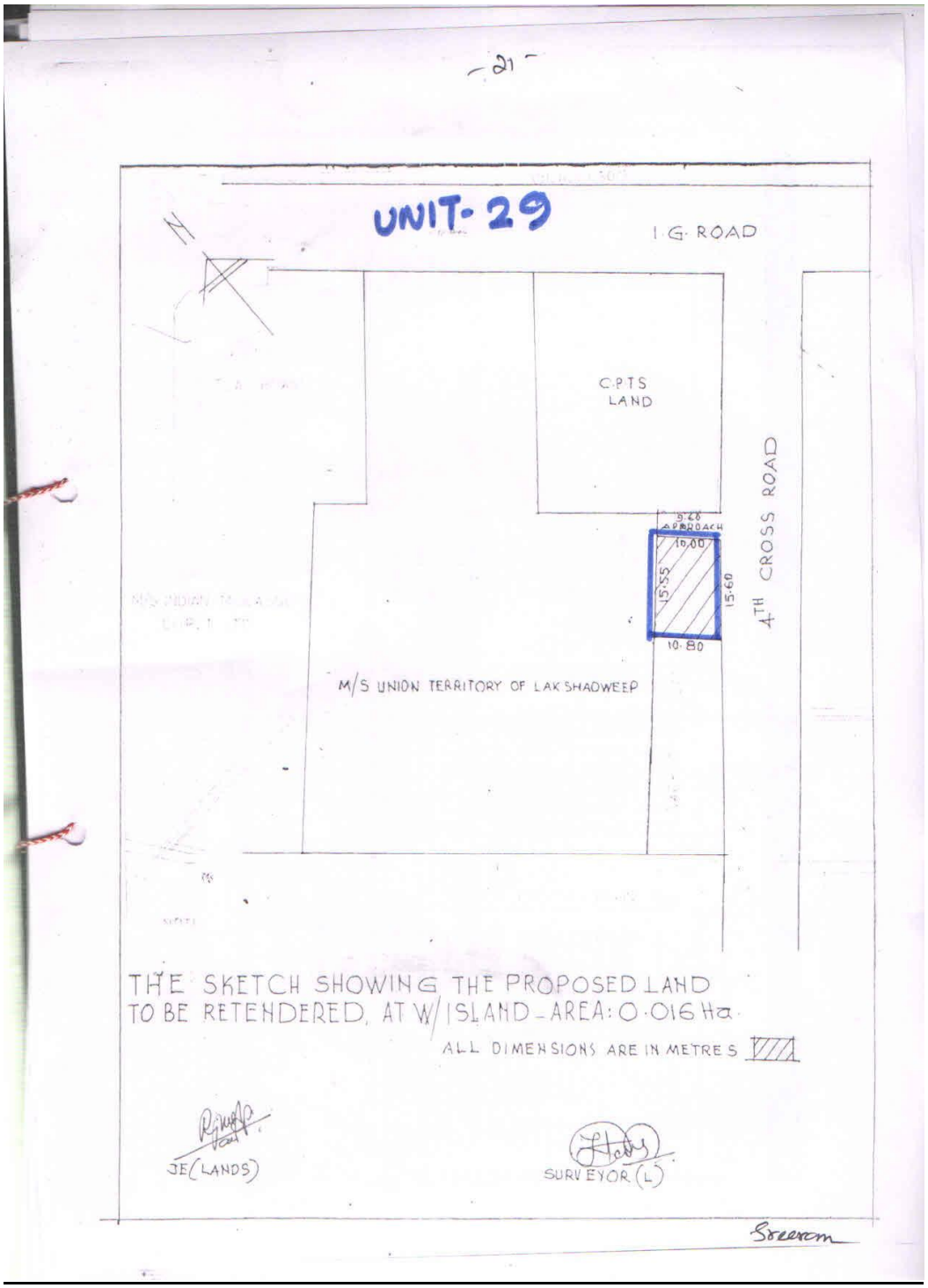
-22-

THE SKETCH SHOWING THE PROPOSED LAND TO BE RETENDERED AT W/ISLAND - AREA: 0.036 Ha

ALL DIMENSIONS ARE IN METRES

UNIT-28




-21-
UNIT-29
I.G. ROAD
N
C.P.T.S LAND
4TH CROSS ROAD
9.20 APPROACH
10.00
15.55
15.60
10.80
M/S UNION TERRITORY OF LAKSHADWEEP
THE SKETCH SHOWING THE PROPOSED LAND TO BE RETENDERED, AT W/ISLAND - AREA: 0.016 Ha.
ALL DIMENSIONS ARE IN METRES
JE(LANDS)
SURVEYOR (L)