**BID DOCUMENT**
**FOR LICENSING OF REAL ESTATE ASSET**

**Bid Number : MSTC- 11930**
**Availability of Bid Document : From 10:00 Hrs on 16/08/2021**

**Start date for uploading : From 12:00 Hrs on 16/08/2021**

**Last date of submission of Bid : 15:00 hrs. on 07/09/2021.**

**Techno-Commercial Bid opening : 15:00 hrs. on 07/09/2021**

**Price bid opening and e-auction : Will be announced separately**

Estate Division
Cochin Port Trust
Cochin 682009

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## 1. Notice inviting bid and Instructions to bidder

**1.1.** Electronic bids (e-bids) in single stage two bid system is invited by the Secretary, Cochin Port Trust, Willingdon Island, Cochin 682009 for licensing of two open spaces in W/Island with payment of One time upfront payment as tender variable on Tender-cum-Auction.for a period of 5 years. The purpose of allotment is for Commercial purpose. Bids should be submitted in accordance with the Instructions to Bidder and Conditions of license.

**1.2.** Bid Document can be downloaded from www.cochinport.gov.in; www.eprocure.gov.in/cppp/ or www.mstcecommerce.com from 16/08/2021 to 07/09/2021, 15:00 Hrs.

**1.3.** Techno-commercial bid will be opened on07/09/2021, 15:00 Hrs

**1.4.** Date & Time of opening of Price Bid of qualified Bidders and E-Auction will be announced later.

**1.5. Details of real estate asset**

| Sl.No | Details of asset | Location | Area in M2 | EMD | Reserve Price for upfront premium |
|---|---|---|---|---|---|
| 1 | Unit- 1 | Open space at Ex Travancore Rayons building along GV Iyyer Road (Jasspack Services) | 43 | 2434 | 1,13,264 |
| 2 | Unit-2 | Open space at Ex Travancore Rayons building along GV Iyyer Road (AJK Enterprises) | 28 | 1590 | 73,754 |

**1.6. Remittance of EMD:** EMD for each land as given in the schedule 1.5 shall be remitted in either of the two methods given below:

1.6.1. **Through RTGS:** Bidders should remit EMD through RTGS/NEFT. Bank Details of Cochin Port Trust are given below:

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

UTR number of the transaction should be communicated to the e-mail id of the contact person of Cochin Port Trust as mentioned in Section 1.5, at least one day before the date and time of opening of e-tender. Cochin Port Trust will verify receipt of EMD as referred in the UTR number, in the Bank account mentioned in section 1.6.1. If EMD amount has not reflected in the Bank account of Cochin Port Trust, the bid will be rejected.

1.6.2. **By DD:** Bidder has the option to remit EMD as given in the schedule 1.5 in the form of the DD from a Scheduled / Nationalized bank, drawn in favour of FA&CAO, Cochin Port Trust, payable at Cochin. Original DDs in lieu of EMD should be put into an envelope superscribed with tender number, due date, name of bidder, unit number for which the bid is submitted. The envelope containing EMD should be dropped in the tender box marked "Estate Division", placed in the reception area, in the Ground Floor of Administrative Building, Cochin Port Trust, prior to the due date and time for submission of bid, failing which the bid will be rejected. Earnest money in the form of Cheque/ Bank Guarantee will not be accepted.

**1.7.** If a bidder intends to bid for more than one open space, separate EMD for each unit shall be remitted as per clause 1.5 and 0.

**1.8.** Bids without EMD as stated in section 0 will not be accepted and will be rejected without opening the contents of the techno-commercial bid.

**1.9.** The EMD shall be forfeited under following circumstances:

1.9.1. If the price quoted in the price bid is not above the reserve price for the land.

1.9.2. In the event of the bidder withdrawing / modifying his bid before the expiry of bid validity of 90 days from due date of the tender.

1.9.3. Failure to pay ONRP and Security Deposit within the stipulated/extended time, upon award of allotment order.

**1.10. Tender variable** is the Onetime Upfront Payment payable by the successful bidder for the property. Reserve Price of Tender Variable is stated in the price bid. Bidders are required to quote price above the Reserve Price. Any price quoted not above the Reserve Price for the property will not be considered and will be rejected. GST at prevailing rate will be charged extra. Nominal annual license fee@ Rs 1/m2 is applicable for the license for the period of 5 years.

**1.11.** Bidders have to read the entire bid document carefully and should give an undertaking as per Section -3 that they have accepted all terms and conditions of allotment. Undertaking as per Section -3 should be signed and uploaded in the e-tender portal.

**1.12.** Bidder should fill-in details as given in Section -4 of this document on-line, which includes activities proposed in the licensed property.

**1.13. Minimum Qualification Criteria MQC:** Bidders must satisfy the following criteria to qualify in the bidding. Document to prove MQC should be uploaded in the portal. Bids which do not satisfy the MQC will be summarily rejected and will not be considered for further evaluation.

1.13.1. Proof of entity:

1.13.1.1. In case of individual: Aadhar Card/ Election Commission Photo ID Card/Passport.

1.13.1.2. In case of a firm: GST registration certificate/Trade license.

1.13.2. Existing licensee should clear all dues payable to Cochin Port Trust to be eligible to participate in the tender. Offer of existing licensees having dues will be rejected.

**1.14. Validity of Bid**: The bid shall remain valid for a period of 90 days from date of opening of technical bid.

**1.15.** Details of property offered are given in Section -5 of this document.

**1.16.** This e-bid of Cochin Port Trust is executed through the service provider M/s. MSTC Ltd , Trivandrum Branch, 1St Floor, BSNL CTO Building, Opp. Kerala Secretariat, MG Road, Trivandrum-695001.

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

**1.18.** Bidders will receive a system generated mail confirming their registration in the mail id which the bidder has provided at the time of filling in the registration form. This e mail should be forwarded to the contact persons of MSTC mentioned in section 1.38.

**1.19.** Only after registration, bidder can submit bids electronically. Submission of technical bid as well as Price bid has to be done by electronic bidding through the internet.

**1.20.** Bidder will receive a unique registration number and password to log-in to MSTC e-auction site. At this stage, bidders who are in possession of Digital Signature Certificate are eligible participate in the e-auction process.

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

**1.22.** Bidders should make their own arrangement for bidding from a PC connected with internet. Neither CoPT nor MSTC shall be responsible for making such arrangement.

**1.23.** Both price bid & technical bid are to be submitted on line at http://www.mstcecommerce.com

**1.24.** Submission of on-line Bid.

1.24.1. Follow the links: www.mstcecommerce.com→ Port Lease Property → CoPT → Login →Click for Auctions→ Stage I Bid Submission→ Live Auctions →Selection of the live event→ Techno Commercial and Price Bids

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

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

**1.27.** **Submission of Bid:** The bidders are required to submit bid in e-bid mode only on http://www.mstcecommerce.com, before the due date and time fixed for opening of techno-commercial bid. Following document should be uploaded in the tender portal.

1.27.1. EMD should be submitted as stated in this tender document

1.27.2. Documents to prove MQC as stated in section 1.13

1.27.3. Undertaking as per format given in Section 3

1.27.4. Fill in profile of bidder online (format given in Section 4)

**1.28.** Price Bid should be filled on line by the bidder.

1.28.1. Reserve price for the property will be displayed by the system on-screen in the Price Schedule format.

1.28.2. Then the bidder should quote ONRP, he is willing to pay for the tendered property. The quoted amount shall be greater than the 'Reserve Price'.

**1.29.** **Opening of Techno-commercial bids:** Techno-commercial Bid will be opened at 15:00 hrs on 07/09/2021 in the e-bid portal http://www.mstcecommerce.com.

**1.30.** **Opening of Price bids:** Price bids of those bidders who satisfy MQC as per clause 1.13 will be opened subsequently.

**1.31.** **E-auction** shall be conducted after opening price bid, with highest price bid as the floor price for e auction.

1.31.1. During e auction, a willing bidder shall get time to submit bid or improve the same as may be desired until the closing time.

1.31.2. In case of submission of any bid within eight minutes immediately before closing time of e auction, the system will allow further bid by any other technically qualified bidders for the next eight minutes from the time of submission of last online bid. This will go on till no bid is received within eight minutes of the last bid received. Once the period of eight minutes without any bid is over, the bidding will automatically closed and no further bidding will be allowed by the system.

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

**1.33.** E-auction will not be conducted in case only one valid bid is received for the plot.

**1.34.** The bidder who has quoted the highest bid after considering the price bid and that obtained through e auction amongst all the bidders shall be treated as the H-1 bidder for each property.

**1.35.** The bid will be considered for awarding to the H-1 bidder after observing all conditions stipulated in the tender document.

**1.36.** All taxes, as may be applicable from time to time shall be payable extra above the final bid amount.

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

**1.38. Contact Person of MSTC**

Sri. Santhosh Kumar Rajendran, Dy Manager,
Phone Number- 0471-2574257 (Mob-8884600700)
Email id: skrajendran@mstcindia.co.in;

**1.39. Contact person of Cochin Port Trust**

1)_Sri. M.S.Shibu, Asst.Engineer (C), Estate Division, Cochin Port Trust.
Phone Number-04842582194
Email id: shibu.ms@cochinport.gov.in

2) Sri.Bhagavath Sing, Dy.Chief Mechl. Engineer(M) , Cochin Port Trust
Phone Number-04842582103
Email id: bhagavathsing@cochinport.gov.in;

## 2. General conditions of license

### 2.1. Applicable acts and directives

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

**2.2. Site inspection:** It would be deemed that prior to submission of bid, the bidder has made a complete and careful study of the existing conditions including but not limited to (a) the site conditions; (b) condition of the access road & surroundings and has assessed the extent of the work requirements for the proposed activity. It is also deemed that they are fully aware of all the applicable laws and applicable permits pertaining to the purpose for which they intent to use the premises. The Port Trust shall not be liable for any mistake or error or neglect by the bidder in respect of the above. The tendered asset is offered on as-is where-is basis. The open spaces put to tender was licensed to various parties whose license period have been expired. Some of the licensees might have made modifications/improvements to the space at their cost, after obtaining approval of the Civil Engg.Dept., CoPT. If the existing licensee happens to be the successful bidder then they are permitted for continued use of space with such modifications/improvements. If the existing licensee is not the successful bidder for the space, then they have to reinstate the space to its original condition and hand over vacant possession of the space to CoPT. The bidder is expected to examine carefully the contents of the bid documents, including but not limited to the terms and conditions in the format of license deed given at Section-7.

### 2.3. Pre acceptance letter.

On acceptance of bid by Cochin Port Trust, a Pre-acceptance letter will be issued to the successful bidder, for remitting One time upfront Payment and security deposit.

### 2.4. One time upfront Payment

Successful bidder has to pay Onetime Upfront Payment as quoted in the tender plus GST, within 30 days from date of issue of Pre-acceptance letter.

### 2.5. Security Deposit

The successful bidder should pay six months license fee at the prevailing SoR as non interest bearing refundable security deposit (SD) for the duration of the license within 30 days from date of issue of Pre acceptance letter. EMD remitted by the successful bidder will be adjusted against the SD and balance amount if any shall be paid within the time frame. As and when any deduction is made from the security deposit, or if the license fee is revised/increased, the licensee shall within a period of one month, deposit with the CoPT as additional security deposit such further amounts as will make the total security deposit equal to six months' then license fee. The security deposit so paid shall be refundable without interest, after adjustment of any dues including but not limited to any arrears of license fee or other amounts due to the Licensor and/or damages to the Premises, at the time of handing over vacant possession of the licensed premises on the expiry or termination of the license.

**2.6. Mode of Payment**

All payments to Cochin Port Trust shall be made through e-payment or by Demand Draft drawn in favour of the Financial Advisor & Chief Accounts Officer, Cochin Port Trust, from State Bank of India or any of its subsidiaries/ Nationalized Banks/ Scheduled Banks.

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

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

**2.8. Allotment order**

On receipt of security deposit and ONRP, Cochin Port Trust will issue Allotment order.

**2.9. Execution of license deed**

The licensee shall execute and get registered a license deed within 30 days from the date of allotment order as per the format given at Section-7.The licensee shall fill their part, sign in all pages with office seal in the format and submit along with tender. Credentials in support of person who is empowered for signing the license deed shall also be submitted. Other documents to be submitted are copy of PAN Card of executants, Copy of GST registration, address proof of the registration of the firm and address proof of executants, copy of Aadhar card of executants , Memorandum and Articles of association of the firm, resolution of the firm authorising their representative to execute license deed. Cochin Port Trust shall be entitled to cancel/terminate the allotment if the licensee does not execute the license deed within 30 days from the date of allotment order. Cost of stamp paper and all cost and expenses for execution of license deed shall be borne by the successful bidder.

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**2.10. Taking over of property and commencement of license**

Licensee should take over the property within 30 days of issue of allotment letter after execution of license deed. The licensee is liable to pay nominal annual license fee from the date of taking over of the property or from date of execution of license deed, whichever is earlier. Failure to take over the licensed property on or before the due date will not entitle the licensee for any remission in the license fee for delayed taking over of property.

**2.11. Scope of license**

What is tendered and allotted under this tender is only a license to use the property and the licensee does not have right to possess the property to the exclusion of Cochin Port Trust. The property is only temporarily allotted on license basis for the period stated in the final allotment order, starting from the date as stated in Section 2.10 of this document. The license is not automatically renewable. Any further extension, if at all, is at the sole discretion of the Port Administration. Allotment of property does not in any manner confer any right whatsoever over continued occupation / stay in the licensed property. Cochin Port Trust reserves the right to terminate the license at any time after giving one month notice for vacating the property.

**2.12. License fee payable**

The successful bidder shall pay annual nominal license fee at Re. 1/- per sq. meter per annum plus GST as per rules for a period of 5 years to the Financial Adviser & Chief Accounts Officer, Cochin Port Trust, on or before the due date of payment.

In the case of licensee who have deposit account with the port, license fee will be debited to their deposit account.

If at any time during currency of license, the TAMP or the Competent Authority revises the license fee, then notified SoR with annual cumulative escalations therein will be charged as license fee.

**2.13. Eviction of licensee for default in payment**

Licensee shall pay license fee within the due date mentioned in the invoice.

If licensees failing to pay the license fee within the due date, invoice amount will be deducted from the security deposit and the licensee has to replenish the security deposit immediately.

**2.14. Electrical energy charges**

During the term of tenancy the licensee shall pay electrical energy charges consumed as shown in the Meter readings and also such rent as may be stipulated for the meter installation at the rates notified by the Port Trust, from time to time. The charges should be paid every month within 7 days on demand, failing which the connection will be stand disconnected on the 8$^{th}$ day without any notice. The restoration of electricity connection thereafter shall be done only after payment of restoration charges or such other charges as communicated by the Dy. Chief Mechanical Engineer (Electrical).

**2.15. Water Charges**

During the term of tenancy the licensee shall pay for fresh water used or consumed as shown in the Meter readings at the rates, notified by the Port Trust, from time to time. The charges should be paid every month within 10 days on demand failing which the connection will be stand disconnected on the 11$^{th}$ day without any notice.

**2.16. Deducting payment due from Security Deposit**

If the licensee defaults in payment of the license fee at any time, necessary adjustments shall be made by the Cochin Port Trust from the amount of security deposit and the licensee shall immediately make up the corresponding deficit in the security deposit.

**2.17. Payment of taxes, charges, and assessments**

The licensee shall from time to time and at all times during the term of license pay and discharge all rates, taxes, charges, and assessments of every description now subsisting, including arrears if any, accrued due after the date of commencement of the term of license, or which may at any time hereafter during the said term, be imposed, charged or assessed upon the licensed property, whether it be payable by the licensor or Cochin Port Trust.

**2.18. Penal Interest for delayed payment**

The Licensee shall be bound to pay interest on all overdue payments from the date when the same becomes due, at the rate as specified in the Scale of Rates for the time being in force and as revised from time to time, subject to a minimum of Rs.100/- (Rupees one hundred only), it being

made clear that the liability for payment of interest shall not affect the other rights accruing to Cochin Port Trust on account of such defaults on the part of the Licensee.

**2.19. Right to enter the licensed property**

The Authorized officials of the Port with or without workmen or others will have the liberty to enter the licensed property at all times to view the conditions and state thereof or for any other reason.

**2.20. Disconnection of utility services**

Cochin Port Trust reserves the right to disconnect electricity & water connection and stop all port related services to the Licensee in the event of non-payment of any of the dues as stated above and the licensee shall be solely responsible for any loss or damage arising out of this.
Port will not be held liable for any loss or damage arising out of the disconnection of electricity and water connection on account of non-remittance of dues within the stipulated time.

**2.21. Utilisation and up keeping of licensed property**

The Licensee shall use the licensed property only for the purpose(s) for which the licensed property has been allotted/ licensed, unless otherwise approved by Cochin Port Trust. If it is noticed that the Building / open space is being used for the purposes other than what has been specifically permitted then the license shall be terminated without further notice at the risk and cost of the licensee. Permanent construction shall not be allowed in the licensed open property.

The licensee shall not make any unnecessary excavation or remove or appropriate any minerals, mineral substances of any description, sand or clay, from the licensed property. Any such materials obtained from the licensed property should be placed or disposed of as directed by the Chief Engineer, Cochin Port Trust or his/its authorized representative.

The licensee should obtain prior approval of the Chief Engineer before making any alterations / modifications / additions to the structures / buildings / space so licensed. All plans for the development of licensed property shall be got approved by the Chief Engineer, Cochin Port Trust. Any alterations / modifications / additions to the structures / buildings / space done without the prior approval of the Chief Engineer will be treated as violation of the license condition and the license would be liable to be terminated without notice, at the risk and cost of the licensee. The plan should also be got approved by the Local Authority concerned before commencement of any work.

The licensee at all times during subsistence of the license shall carry out the painting of the structures every block of two years in a uniform colour. Failing which Cochin Port Trust will do the same and the actual expenditure incurred will be recovered from the license.

The licensee shall have quiet and peaceful use of the licensed property, subject to their fulfilling the terms and conditions contained herein, however without in any matter compromising the right of the Cochin Port Trust to enter the property.

The licensee shall utilize the maximum permissible area of the Licensed property for purpose for which it is allotted. If the licensee does not or is not able to utilize the entire licensed property licensed to him, the portion of the licensed property not required by him should be vacated without any liability for payment of compensation. If the licensee fails to adhere to the same or the licensee does not vacate the unutilized portion of the licensed property, Cochin Port Trust shall have the right to takeover complete possession without any claim for compensation whatsoever, the whole or part of the portion of the licensed property left unutilized and use the same in any manner deemed expedient by Cochin Port Trust. In case there is any dispute regarding the extent of property that should be utilized for the construction/allotted purpose or the extent to be vacated, the decision of the Board of Trustees of Cochin Port Trust shall be final and binding.

The Licensee shall not at any time without the previous consent in writing of the Cochin Port Trust erect or suffer to be erected on the licensed property any structure(s) other than those approved by Cochin Port Trust or make any alteration in the plan or elevation of the said buildings or use the licensed property for any purpose other than that approved by Cochin Port Trust.

The licensee shall obtain all statutory and mandatory clearances as may be required under law including environmental clearances from appropriate authorities, before undertaking any activity and from time to time thereafter and also comply with all the norms as laid down by these statutory authorities.

It shall be the responsibility of the licensee to keep the surroundings adjoining their property clean and devoid of any wild growth or waste. The Licensee shall at all times during the subsistence of the license maintain the Licensed property in good sanitary condition and repair and keep the building(s)/structure(s) in the Licensed property in good and tenantable condition. If the Licensee fails to do so, Cochin Port Trust may, if necessary, arrange for execution of necessary works to maintain the licensed property and shall be entitled to recover the costs incurred for the execution of such works from the licensee.

The licensee shall keep the Port informed when any toxic or hazardous cargo is warehoused in the licensed property. Such cargo shall be warehoused only after obtaining all statutory sanctions and producing copies of the same before the CE/Secretary.

### 2.22. Indemnify Cochin Port Trust

Cochin Port Trust shall not be responsible to the licensee 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 licensed property and the activities the licensee is engaged in on the licensed property during the period of License. The licensee shall also indemnify Cochin Port Trust against all loss or damage or injury to life or property of any one, including third parties or claims and costs thereof arising directly or indirectly from the use of the licensed property by the licensee and the activities the licensee is engaged in the licensed property, due to any defect or any act or default of any employees of the port or any other person during the period of license.

### 2.23. Applicable laws

License shall be governed by provisions of the Major Port Trusts Act, 1963, Indian Ports Act, 1908 and all directives issued by the Government of India from time to time. It shall be binding upon the Licensee to comply with all such directives issued by the Government of India and communicated by Cochin Port Trust to the licensee.

### 2.24. Utility services

If, on request in writing by the licensee, Cochin Port Trust removes/relays/re-routes 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 licensed property, the licensee shall pay the Cochin Port Trust the cost of such removal within fourteen days from the date on which demand in writing for such cost is served on the licensee.

Cochin Port Trust 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 licensed property and the licensees 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 Licensed property, only the minimum possible hindrance shall be caused to other structures in the Licensed property.

**2.25. Payment for damages**

The Licensee shall pay for any damage done by him/it or his/its Employees/workers or agents during the license period to any property of Cochin Port Trust on the licensed property or land adjacent thereto.

**2.26. Erecting Hoarding/advertisement board**

Hoarding or advertisement board shall not be erected in the licensed property without the written permission of the Licensor.

**2.27. Entry into the licensed property**

Cochin Port Trust and their authorized agents shall be entitled to enter the licensed property at any time and inspect the same.

**2.28. Ban on underlet/sublease/ assign/transfer**

The Licensee shall not underlet, sublease, assign or transfer the licensed property or the building(s)/structure(s) in the licensed property. The licensee shall not create any charge in respect of the licensed property. Any underlet/ sublease/ assign/ transfer or creating charge of the licensed property or any part thereof shall be treated as unauthorized and the license shall be terminated without further notice at the risk and cost of the licensee. Licensee shall pay the penal rent at the rate of thrice the normal rent for the period of such unauthorized sublease/sublet/assign/transfer.

**2.29. Termination of license**

2.29.1. **Early termination by licensee**

The licensee may terminate the license at any time before the expiry of the license period by giving one month's prior notice in writing to Cochin Port Trust. The license can also be terminated by the licensee any time by paying one month's license fee at the then prevailing rate. Licensee shall be entitled to remove all structures/ fixtures which at any time during the currency of this license shall have been erected or fixed by the licensee upon the licensed property, without any claim or compensation whatsoever and vacate the licensed property to Cochin Port Trust. In such a case, the upfront payment paid shall be refunded on pro-rata basis after deducting all dues.

2.29.2. **Early termination by Cochin Port Trust**

Cochin Port Trust shall be entitled to cancel the license either in respect of the whole licensed property or any part thereof, with improvements thereon, if any, before the expiry of the license period, if the licensed property or part thereof is required for Port's development purposes / activities. In such case, Cochin Port Trust shall give one month's prior notice to the licensee. In that event, the upfront payment paid shall be refunded on pro-rata basis, after deducting all dues. Licensee shall not be entitled for any compensation for the improvements made in the area. The Port will not be held liable for any loss arising on this account.

2.29.3. **Termination for default in payment**

If the licensee makes default in payment of the electricity charges or water charges or interest on delayed payment of dues or any other dues, Cochin Port Trust shall be entitled to terminate and cancel the license forthwith. The licensee shall thereupon forfeit all his/its rights

on the property and shall remain liable for any sum then due by the licensee and also for any loss, which may be caused to Cochin Port Trust by reasons of such default. On termination of the license, the upfront payment paid shall be refunded on pro-rata basis, after deducting all dues

2.29.4. **Termination on breach of conditions**

Cochin Port Trust shall be entitled to terminate the license at the risk and cost of the licensee in the event of violation of any of the terms and conditions of the license by the licensee, which is not rectified within a period of thirty days of a notice issued in this behalf by Cochin Port Trust. On termination of the license, the upfront payment paid shall be refunded on pro-rata basis, after deducting all dues.

Upon any breach or non-observance by the licensee of any of the covenants or conditions of license, Cochin Port Trust may enter upon the licensed property and takeover complete possession of it, as if this license had not been granted and thereupon the license shall absolutely determine and Cochin Port Trust shall be entitled within **fifteen days** from the date of such re-entry, to remove all structures and fixtures which at any time during the currency of this license shall have been erected or affixed by the licensee upon the licensed property, without any claim to any compensation whatsoever. On termination of the license, the upfront payment paid shall be refunded on pro-rata basis, after deducting all dues.

2.29.5. **Termination on insolvency/bankruptcy**

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

2.29.6. **Termination on public interest**

Cochin Port Trust shall be entitled to terminate the license before expiry of License period on account of public interest. On termination of the license, the upfront payment paid shall be refunded on pro-rata basis, after deducting all dues. Licensee shall not be entitled for any compensation for the improvements made in the area.

**2.30 Expiry of licensee**

On expiry of the license period the licensee shall vacate the licensed property restoring it to its former condition.

**2.31 Restoration of licensed property**

Upon expiry or termination of the license for any reason whatsoever, the licensee shall remove the structures erected or other improvements made by him/it on the licensed property without any claim to compensation whatever and restore the licensed property to its original condition, within such time as directed by Cochin Port Trust. If the licensee does not remove the structures and fixtures erected thereon or restore the licensed property to its original condition as required and within the time prescribed, Cochin Port Trust shall have the right to remove the

said structures and fixtures and restore the licensed property 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 licensee. In case there is any amount left from the sale price of the materials so removed, after realization of the cost of removal and restoration referred to herein, the same may be utilized by Cochin Port Trust for recovery of any other amounts that may be due to the Cochin Port Trust from the Licensee.

**2.32 Penalty for unauthorised occupation**

After the expiry or earlier termination of license if the licensee continues to occupy the licensed property, such occupation shall be unauthorized and without prejudice to the right of Cochin Port Trust to evict the licensee for such unauthorized occupation, the licensee shall be liable to pay compensation for wrongful use and occupation at three times the monthly license fee applicable.

**2.33 Penalty for breach of license conditions**

If the Licensee commits any breach or violates any terms and conditions of allotment, Cochin Port Trust may, without prejudice to its right to terminate the license, impose appropriate penalty on the licensee depending upon the nature/ magnitude of breach/ violation. Such penalty may be imposed after giving a reasonable opportunity to the licensee to present his case.
In the event of any disputes the decision of the Chairman shall be final and binding to the parties.

**3. Undertaking by the bidder**

(To be downloaded, filled, signed with seal, scanned and uploaded in the e-tender portal)

1. I/We, _____ (Name of bidder) having examined the Tender Document and fully understood its content hereby submit the tender for allotment property tendered by CoPT, (Unit- ) on "as is where is" basis for through tender-cum-auction.
2. I/We accept all the terms & conditions of the Tender Document, including its addendum/corrigendum etc.
3. I/We do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the tender.
4. I/We do hereby undertake that I/we have not made any payment or illegal gratification to any person/authority connected with the bidding process of tender so as to influence the bidding process and have not committed any offence under the PC Act in connection with the bid.
5. I/We have submitted copies of the required documents to prove MQC
6. I/We have quoted the rate, above the Reserve Price.
7. 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.
8. I / We hereby undertake that we will abide by the decision of CoPT in the matter of examination, evaluation and selection of successful bidder and shall refrain from challenging or questioning any decision taken by CoPT in this regard.

Name & Signature of the bidder with office seal
Date

Witness

| Sl No. | Name | Address | Signature |
|---|---|---|---|
| 1 | | | |
| 2 | | | |

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

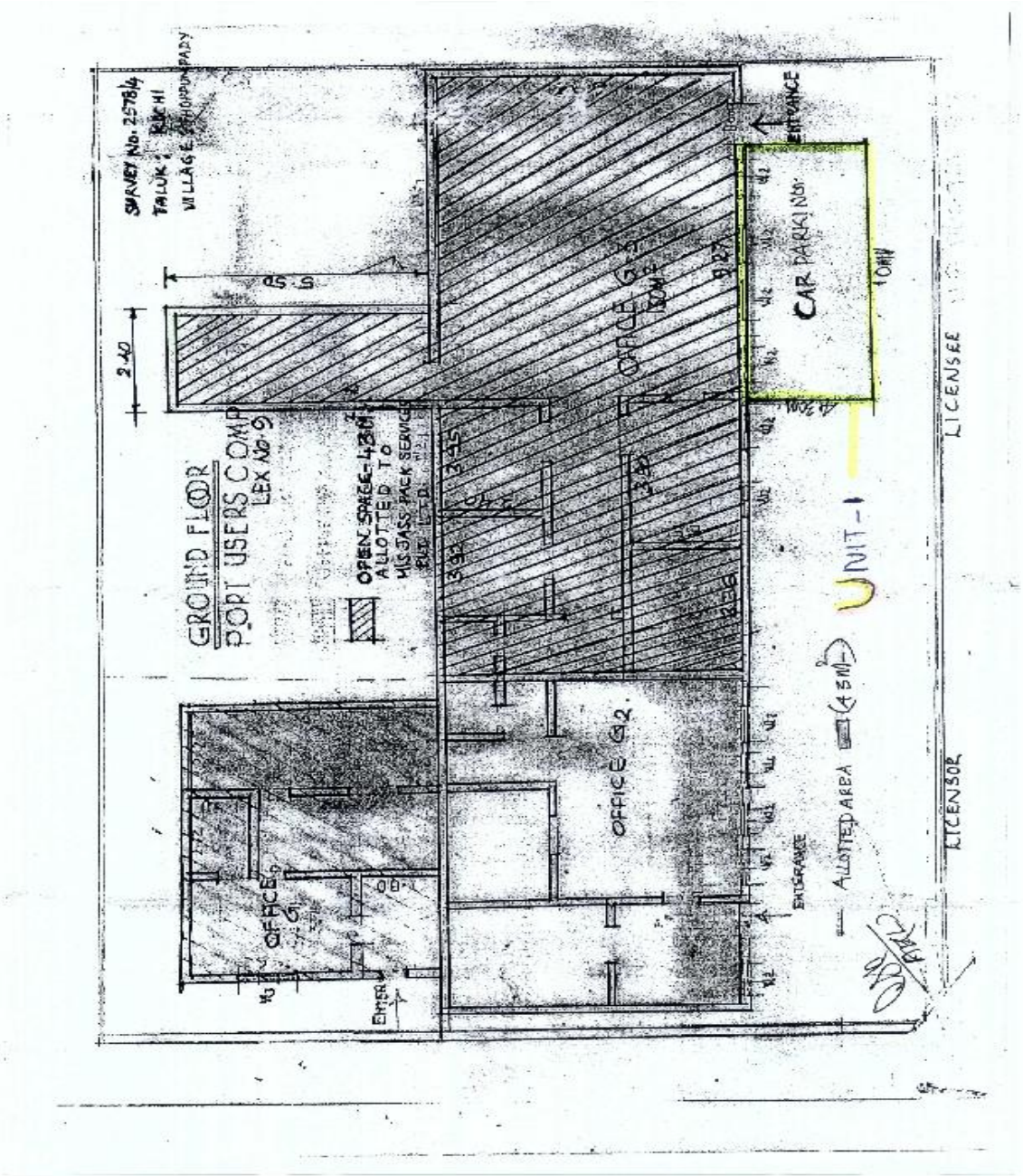
**4.1.**Name of the bidder :
**4.2.**Address for communication :
**4.3.**Address of local/ branch office if any :
**4.4.**Date of incorporation and commencement of business :
**4.5.**Parent Company, if any
**4.6.**PAN Number of bidder :
**4.7.**GST Registration Number :
**4.8.**Brief description of the bidder, including years of Operations of the existing business , the extent it involves/is dependent on Port based activities, etc.:
**4.9.**Details of existing business, if any, in the Port with details of cargo handled (attach Separate sheet/document, if required)
**4.10.** Details of the existing business of the bidder :
**4.11.** Past experience of the bidder in implementing, operating and management of similar projects (details of project):
**4.12.** Annual Turnover for the past 3 years:
2018-19 :
2019-20 :
2020-21 :
**4.13.** Brief description of the purpose for which the open space is proposed to be licensed (attach separate sheet/document, if required).
*Note: If the activities proposed by the bidder are not acceptable to Cochin Port Trust the bid will be rejected.*
**4.14.** If there is any tie-up with foreign companies, please furnish the details:
**4.15.** Brief details of structures proposed to be Erected/constructed. :
**4.16.** Are you prepared to meet the expenses towards the development of the plot and surroundings, including maintaining drains, roads, etc, within/towards the plot. :
**4.17.** Likely date of commissioning of the facility :
**4.18.** Requirement of power (apprx) (in MW) :
**4.19.** Requirement of water (apprx) (in KL) :

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

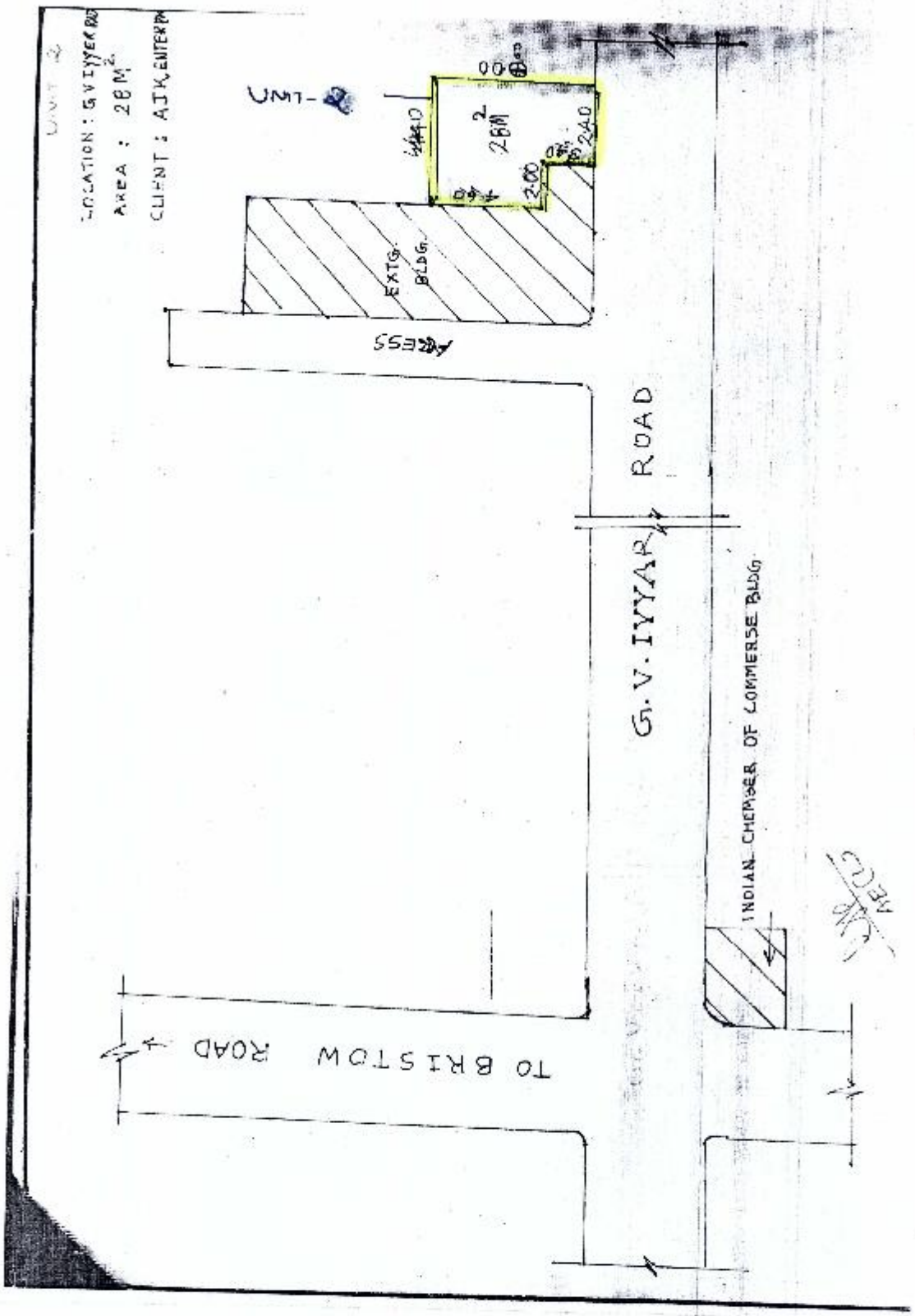
**5. Schedule of property put on tender.**

| OPEN SPACE FOR COMMERCIAL PURPOSE | | | | | |
|---|---|---|---|---|---|
| Sl. No | Description of asset | Area in m2 | Location | Reserve Price in Rs. | Remarks |
| (1) | (2) | (3) | (4) | (5) | (6) |
| 1 | Unit-1 | 43 | open space at Ex Travancore Rayons building along GV Iyyer Road | 1,13,264 | |
| 2 | Unit-2 | 28 | Open space at Ex Travancore Rayons building along GV Iyyer Road (AJK Enterprises) | 73,754 | |

**6 SKETCHES**


SURVEY No. 257/4
TALUK : RAICHI
VILLAGE : CHOPPUMPADY
GROUND FLOOR
POPT USERS COMP
LEX No. 9
OPEN SPACE-4.2M
ALLOTTED TO
MISJASS PACK SERVICES
PVT LTD.
OFFICE G1
OFFICE G2
OFFICE G3
OFFICE G4
CAR PARKING
ENTRANCE
ENTRANCE
ALLOTTED AREA
UNIT-1
LICENSEE
LICENSOR

## 6.


LOCATION : G V IYYER RD
AREA : 28 M2
CLIENT : AJK ENTERPR
UNIT-2
28 M2
2.00
2.40
EXTG. BLDG.
ACCESS
G. V. IYYAR ROAD
INDIAN CHEMBER OF COMMERCE BLDG
TO BRISTOW ROAD

# 7. Format of License deed

**LICENSE DEED FORMAT FOR OPEN SPACE**

**Licensee …….**
**rep. by its ……...**

THIS DEED OF LICENSE, made the …….. day of …….. Two thousand and ……. BETWEEN THE BOARD OF TRUSTEES OF THE PORT OF COCHIN, a Body corporate under the Major Port Trusts Act, 1963 having its office at W/Island, Cochin-9 represented by its ……..…….(hereinafter called "the LICENSOR") of the one part;AND……..…..…… ……..... (hereinafter called "the LICENSEE") of the other part:

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

NOW THEREFORE THIS DEED WITNESSETH that in consideration of the upfront payment paid as stated hereunder and other terms and conditions on the part of the Licensee to be observed, the Licensor does hereby grant to the Licensee, License of land containing by admeasurements ---------- or thereabout situated on Willingdon Island which part of premises is more particularly described hereunder written and for greater clearness, delineated with the measurement thereof in the plan annexed hereto (hereinafter referred to as the "licensed premises") TO HOLD the same for a term of three (3) years from the ---------- day of ----------(i.e., the date of execution of the deed) to the ---------- day of ---------- (month & year) , for the purpose(s) it is allotted ie. ----------, subject to the following conditions:-

**1.**

**1.1.** The Licensee has paid to the Licensor as one time upfront payment for the License of the licensed premises an amount of Rs……..(Rupees……only) plus Service Tax / GST.

1.2. . The successful bidder shall pay the annual nominal license fee rental @ Re. 1/- per sq. meter plus GST as per rules for entire license period.

1.3. The licensee has deposited with the licensor as refundable Security deposit towards license fee an amount of Rs .... (Rupees .....) equivalent to 6 months license fee the receipt of which the Licensor hereby acknowledges .As and when any deduction is made from the security deposit, the licensee shall within a period of one month, deposit with the CoPT as additional security deposit such further amounts as will make the total security deposit equal to Rs..... The security deposit so paid shall be refundable without interest, after adjustment of any dues including but not limited to any arrears of license fee or other amounts due to the Licensor and/or damage to the premises, at the time of handing over vacant possession of the licensed premises on the expiry or termination of the License.

1.4. The Licensee shall from time to time and at all times during the said term, pay and discharge all rates, taxes, charges towards electricity and water, and assessments of every description now

subsisting, including arrears, or which may at any time hereafter during the said term, be imposed, charged or assessed upon the licensed premises.

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

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

1.7. The Licensee shall execute and get registered the License deed within 30 days from the date of issue of allotment order. The Licensor shall be entitled to cancel the allotment order if the Licensee does not execute the License deed within 30 days from the date of allotment order.

**2.**

2.1. The Licensee shall use the Licensed premises only for the purpose(s) ie. …… for which the licensed premises has been allotted/ Licensed, unless otherwise approved by the Licensor failure of which may lead to termination of the License.

2.2. Any rearrangements of the allotted space in the licensed premises shall be done by the Licensee without damaging the structural strength of the premises and only after prior approval of the competent authorities of the Civil Engineering Department, of the Licensor.

2.3. If the Licensee does not or is not able to utilize the entire area of the licensed premises, the portion of the licensed premises not required by him should be vacated without any liability for payment of compensation. If the Licensee fails to vacate the unutilized portion of the Licensed premises, the Licensor shall have the right to takeover complete possession without any claim for compensation whatsoever, the whole or part of the portion of the licensed premises left unutilized and use the same in any manner deemed expedient by the Licensor.

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

2.5. This License shall be governed by provisions of the Major Port Trusts Act, 1963, Indian Ports Act, 1908, Policy Guidelines for Land Management for Major Ports and all directives issued by the Government of India from time to time. It shall be binding upon the Licensee to comply with all such directives issued by the Government of India and communicated by the Licensor.

2.6. The licensee shall at all times during the subsistence of the license maintain the licensed premises in good sanitary / hygiene condition and repair, and keep the premises in good and tenantable condition. If the licensee fails to do so, the licensor may arrange for execution of necessary work to maintain the licensed premises in good sanitary condition and the licensor shall be entitled to recover the cost incurred for the execution of such work from the licensee.

2.7. The Licensee shall not obstruct or suffer to be obstructed the entrances, doorways, passages, or staircase.

2.8. The Licensee will pay the Licensor for any damage done by him/it or his/its Employees/workers or agents during the License period, to any property of the Licensor or the licensed premises.

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

2.10. The Licensee shall carry on his business in the licensed premises without causing nuisance or annoyance to the licensed or surrounding premises or the owners or occupiers thereof.

2.11. The Licensee shall keep the Licensor indemnified at all times against all loss or damage or injury to life or property of any one including third parties or claims and costs thereof arising directly or indirectly from the use of the licensed premises by the Licensee during the period of License.

2.12. The Licensee shall display his business address in front of the premises in which the licensed premises is located in the manner required by the Licensee. However, no hoarding or advertisement board shall be erected in the licensed premises without the written permission of the Licensor.

2.13. The Licensor and their authorized agents shall have the right and power to enter the licensed premises at any time and to inspect the same.

2.14. The Licensee shall not assign, transfer, underlet or otherwise sublet the licensed premises. Sub-letting of the licensed premises shall be treated as unauthorized and shall make the License liable for termination/cancellation.

**3.**

3.1. The Licensor hereby agrees that the Licensee observing all the aforesaid conditions shall peaceably hold and enjoy the licensed premises during the said term without any interruption by the Licensor, without however compromising Licensor's right to enter the premises.

**4.**

4.1. The Licensee may terminate the License at any time before the expiry of the License period on giving one month's prior notice in writing to the Licensor by paying one month's license fee at the then prevailing rate, in lieu thereof**.** In cases early termination of license by the licensee/ licensor, or on termination on breach of conditions/ termination on public interest the upfront payment paid shall be refunded on pro-rata basis after deducting all dues.

4.2. On expiry of the License period the Licensee shall vacate the licensed premises restored to its former condition.

4.3. Upon any breach or non-observance by the Licensee or by a person claiming through or under the Licensee of any of the aforesaid covenants or conditions herein provided or the breach or violation of any provision of this Agreement the Licensor may, enter upon the Licensed part of premises and takeover complete possession of it, as if this License had not been granted, and thereupon this license shall absolutely determine and the Licensee shall be entitled within fifteen days from the date of such possession by the Licensor to remove all structures/ partitions and fixtures which at any time during the currency of this License shall have been erected or affixed by the Licensee upon the Licensed premises without any claim to any compensation whatsoever.

4.4. After the expiry or earlier termination of License if the Licensee continues to occupy the licensed premises such occupation shall be unauthorized and without prejudice to the right of the Licensor to evict the Licensee for such unauthorized occupation, the Licensee shall be liable to pay compensation for wrongful use and occupation at three times the monthly license fee applicable as per the then prevailing Scale of Rates (SOR) of the Licensor for open space irrespective of whether space was originally allotted on premium, till vacant possession is obtained.

4.5. Upon expiry or termination of the License for any reason whatsoever, the Licensee shall remove any structures / partitions erected or other improvements made by him/it on the licensed premises without any claim to compensation whatever and restore the licensed premises to its original condition, within such time as directed by the Licensor. If the Licensee does not remove the structures / fixtures / Tower or restore the Licensed premises to its original condition as required and within the time prescribed, the Licensor shall have the right to remove the said improvements and fixtures and restore the licensed premises to its original condition and the cost of such removal and

restoration shall be realized from the security deposit or the balance, if any, from the Licensee. In case there is any amount left from the sale price of the materials so removed, after realization of the cost of removal and restoration referred to herein, the same may be utilized by the Licensor for recovery of any other amounts that may be due to the Licensor from the Licensee.

**5.**

5.1. It is agreed between the parties that notwithstanding any other provisions herein contained, subject to one(1) month's prior notice by the Licensor, the Licensor shall be entitled to cancel the License either in respect of the whole Licensed premises or any part thereof, with improvements thereon, if any, before the expiration of the License period specified herein if the Licensed premises or part thereof, is required for Port's development purposes / activities and in that event, the Licensee shall be entitled to corresponding remission of the License Rent where applicable.

5.2. It is distinctly agreed that the Licensee shall not claim or be entitled to any compensation.

5.3. It is also distinctly agreed that what is provided under this Deed is only a license to use open space and the Licensee does not have right to exclusive possession of the open space to the exclusion of the licensor.

**6.** It is also agreed that the terms "the LICENSOR" and "the LICENSEE" herein used shall, unless inconsistent with the context will include in the case of the former his/its successors in office and assigns and in the case of the latter permitted assigns.

**SCHEDULE**

The Schedule above referred to:

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

**DESCRIPTION**

A total built up / open area of approximately ……. square meters of the ……., Willingdon Island, as per the sketch attached containing the following fixtures.

a) ……nos. ……
b) ……nos. ……
c) ……nos. ……
d) ……nos. ……

Bounded on the North by : ……

East by : ……..

South by : ……

West by : ……

The SKETCH above referred to is appended.

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

The common seal of the Board of Trustees
of Port of Cochin has been affixed and the
Secretary of the Cochin Port Trust for and

on behalf of the Board of Trustees of the
Port of Cochin has signed in the presence of:

Witness(1)
(2)

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

Witness(1)
(2)

The document is typewritten :
The document is prepared by :
Correction and interlineations :

## 8. Format of Price bid

(Bidder should not write here, to be quoted online only)

| Sl. No | plot number | Description of land | Area in $M^2$ | Reserve Price for Upfront Payment for the open space Rupees (excluding GST) for 5 years in Rs. | Upfront Payment offered for the open space in Rupees (excluding GST) for 5 years in Rs. | |
|---|---|---|---|---|---|---|
| | | | | | In fig | In words |
| (1) | (2) | | (3) | (4) | (5) | (6) |
| 1 | Unit-1 | open space at Ex Travancore Rayons building along GV Iyyer Road (Jasspack) | 43 | 1,13,264 | | |
| 2 | Unit-2 | Open space at Ex Travancore Rayons building along GV Iyyer Road (AJK Enterprises) | 28 | 73,754 | | |