



BID DOCUMENT

For

Lease of 22.351 ha (55.21 acre) of land in between Kannanghat Bridge and Alexander Parambithara Bridge on W/Island for Business District and Hospitality node purpose for a period of 60 years on upfront payment basis on tender-cum auction

Bid Number	:	MSTC/BLR/COCHIN TRUST/20/WILLIGDON	PORT ISLAND/19-20/25277
	:	Date	Time
Availability of Bid Document	:	12.11.2019	From 10.00 hrs
Pre-Bid Meeting	:	04.12.2019	14.30 hrs
Start date of uploading by bidders	:	27.12.2019	10.00 hrs
Last date of submission of Bid	:	14.01.2020	14.30 hrs
Techno-Commercial Bid opening	:	14.01.2020	15.00 hrs
E-auction	:	Will be announced separately	

Estate Division
Cochin Port Trust
Cochin 682009

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1. Bid Notice

1.1. Electronic bids (e-bids) in single stage two bid system are invited by the Secretary, Cochin Port Trust, Willingdon Island, Cochin 682009 vide bid No. MSTC/BLR/COCHIN PORT TRUST/20/WILLIGDON ISLAND/19-20/25277 for **lease of 22.351 ha (55.21 acre) of land in between Kannanghat Bridge and Alexander Parambithara Bridge on W/Island for Business District and Hospitality node purpose for a period of 60 years on upfront payment basis on tender-cum auction.**

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

1.3. The Process involves Electronic Bidding. The bidder has to register with MSTC, e – bid portal and should possess at least Class II signing type digital certificate issued by any of the Certifying Authorities for submitting their bid.

1.4. The bids should be submitted in electronic form only through e-bid portal www.mstcecommerce.com. The bidders shall upload soft copy of all the required documents in the e-bid portal www.mstcecommerce.com.

1.5. Earnest Money Deposit (EMD) as given in section 2.3 of bid document should be remitted through RTGS/NEFT or in the form of the Banker's Cheque or DD issued by Nationalized / Scheduled banks, drawn in favour of FA & CAO, Cochin Port Trust, payable at Cochin or in the form of Bank Guarantee as per format attached in section-11. Bank Details of Cochin Port Trust are given in section 2.4.1 of Bid Document.

1.6. 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**' (**Section-10**) to be executed between the bidder and Cochin Port Trust along with the Bid. Bids, not accompanied with duly signed "**Pre-Contract Integrity Pact**" **will be rejected**. IP would be implemented through the Independent External Monitor (IEM), Sri. P.R.Ravikumar, IRS (Retd), Akshath, No.84, First Avenue, Kumaranasan Nagar, Elamkulam (PO), Ernakulam – 682 020.

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

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

1.9. Details of the plot offered are given in section 6 of bid document.

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

	:	Date	Time
Availability of Bid Document	:	12.11.2019	From 10.00 hrs
Pre-Bid Meeting	:	04.12.2019	14.30 hrs
Start date of uploading by bidders	:	27.12.2019	10.00 hrs
Last date of submission of Bid	:	14.01.2020	14.30 hrs
Techno-Commercial Bid opening	:	14.01.2020	15.00 hrs
E-auction	:	Will be announced separately	

2. Instructions to bidders

2.1. **Scope of Bid:** Electronic bids (e-bids) in single stage two bid system are invited by the Secretary, Cochin Port Trust, Willingdon Island, Cochin 682009 vide bid No. MSTC/BLR/COCHIN PORT TRUST/20/WILLIGDON ISLAND/19-20/25277 for lease of **22.351 ha (55.21 acre) of land in between Kannanghat Bridge and Alexander Parambithara Bridge on W/Island for Business District and Hospitality node purpose for a period of 60 years on upfront payment basis on tender-cum auction.** Bids should be submitted in accordance with the Instructions to Bidder, Instructions on e-bidding procedures, General Conditions of lease, etc. of the tender document, its addendum, corrigendum and replies to pre-bid queries.

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

2.3. Details of Real Estate Asset

Plot no:	Extent	EMD	Reserve Price of Upfront Payment (Rs.)	Minimum average annual turnover to qualify for bidding (Rs.)
A19	22.351 ha (55.21 acre)	1,03,60,000	377,44,19,945	100,00,00,000

As per the land use plan of Cochin Port Trust, the land is earmarked for Hospitality Node and Business District. The activities as per the Land Use Plan includes tourism/business functions such as Five star hotel, convention /MICE (Meetings, Incentives, Conference and Exhibition) Centers, commercial complexes, budget hotel, offices, public spaces including children's play areas, Chinese fishing net ,open food plazas.etc. The area is accessible by NH-966B which connects it to the western & eastern part of Cochin i.e. Fort Kochi area and Kundannoor. This area offers a great opportunity to develop the land for Hospitality use due to its connectivity, visibility aspect of the site i.e. once developed the area can become a visible landmark along the water edge. The site can be easily spotted from Kannanghat & Alexander Parambithara Bridges.

2.4. **Remittance of EMD:** EMD for the bid as given in section 2.3 shall be remitted in either of the three methods given below:

2.4.1. **Through RTGS:** Bidders can 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 2.37, 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 2.4.1. If the EMD amount is not reflected in the Bank account of Cochin Port Trust, the bid will be rejected.

2.4.2. **By DD/Bankers Cheque:** Bidder has the option to remit EMD as given in section 2.3 in the form of the DD/Bankers Cheque from a Scheduled / Nationalized bank,

drawn in favour of FA&CAO, Cochin Port Trust, payable at Cochin. Original DD in lieu of EMD should be put into an envelope superscribed with tender number, due date and name of bidder. 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 will not be accepted.

2.4.3. **By BG:** EMD can also be submitted in the form of Bank Guarantee (BG), favouring The Board of Trustees of Cochin Port issued from a Nationalised Bank/Scheduled Bank in India. Format of Bank Guarantee is attached in section-11. The BG shall be valid for a period of 360 days from the date of opening of Technical bids.

2.5. Bids without EMD as stated in section 2.4 will not be accepted and will be rejected without opening the contents of the techno-commercial bid.

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

2.7. **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/construction requirements utilization of the plot. 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 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 lease deed given at section 9.

2.8. **Tender variable** is Onetime Upfront Payment. Reserve price of Upfront Payment for the land is given in section 2.3. Bidders are required to quote above the reserve price. The highest price quoted will be the floor price for e-auction. The land shall be allotted to the bidder, who has quote the highest Upfront Payment in the price bid or in the e-auction subject to Clause No.2.30. GST will be levied extra on the quoted Upfront Payment. The successful tenderer shall remit quoted Upfront Payment plus GST to the Port after award of the lease. The successful bidder can also remit the Upfront Payment in contiguous 10 maximum equal yearly instalments. In such case the plot will be handed over to the successful bidder, after remitting the first instalment and security deposit. The remaining amount payable will attract interest at the rate of G-Sec prevalent at the time of grant of lease plus applicable GST.

2.9. The EMD(s) of disqualified bidders will be refunded immediately after completing technical evaluation of the tender. EMD of unsuccessful bidders will be refunded after completing the E-auction of the respective plot. The EMD of successful bidder will be refunded on remittance of Upfront Payment/first instalment of the Upfront Payment and Security Deposit.

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

2.10. The EMD shall be forfeited under following circumstances:

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

2.10.2. In the event of the bidder withdrawing / modifying his bid before the expiry of bid validity of **270** days from due date of the tender or as extended pursuant to clause 2.12.

2.10.3. Failure to pay Upfront Payment/first instalment of the Upfront Payment and Security Deposit within the stipulated/extended time, upon issue of pre-acceptance letter.

2.11. Bidder should give an undertaking as per Section 8. The undertaking should be downloaded and printed in a clearly readable form in A4 size sheet. Printed undertaking should be duly filled, signed and stamped on all pages as token of acceptance of terms and conditions of the bid. Duly filled, signed and stamped undertaking should be scanned and uploaded in the e-bid portal <http://www.mstcecommerce.com>. Any bid not so complete is liable to be rejected.

2.11.1. **Minimum Qualification Criteria MQC** : The bidders 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.

2.11.2. The bidder should be a Registered Partnership Firm or Company or Joint Venture(JV) or Consortium or other Statutory Bodies registered in India having an average annual financial turnover of Rs.100,00,00,000 (Indian Rupees Hundred Crores only) for the last 3 years ending on 31st March 2019. In case the bidding entity is not in existence for the last 3 years, the average annual financial turnover of the entity should be equal to or more than the above said amount for the period of their existence. In the case of a JV or Consortium aggregate average turnover of all the partners of the JV/Consortium shall be Rs.100,00,00,000 (Indian Rupees Hundred Crores only) for the last 3 years ending on 31st March 2019. In case any of the JV/Consortium is not in existence for the last 3 years, the average annual financial turnover should be equal to or more than the above said amount for the period of their existence.

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

2.11.4. In case of a Partnership firm, partnership deed duly notarized and Registration Certificate, if any, should be submitted along with the tender.

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

2.11.6. In case of other statutory bodies, relevant documents should be submitted.

2.11.7. Bid submitted by a JV or Consortium shall comply with the following requirements:

2.11.7.1. Partners of the JV or Consortium shall be limited to three (including the lead partner). All the partners of the JV/Consortium shall be either a Registered Partnership Firm or Company or other Statutory Bodies. One of the Partners, who is responsible for performing a key function in management or executing a major component of the proposed agreement shall be nominated as lead member being in charge during the tender. The Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV.

2.11.7.2. The JV /Consortium must submit/upload a JV /Consortium Agreement along with the tender duly certified by a notary public as per the proforma at section-12 wherein the Partners agree to be jointly and severally responsible for fulfilling the conditions of contract and for all obligations to the Cochin Port Trust.

2.11.7.3. One of the JV/Consortium Partners should have purchased/downloaded the Tender Document on behalf of the JV.

2.11.7.4. In the event of the JV /Consortium becoming the successful bidder, the JV/Consortium members should form a legal entity under Indian Companies Act 2013 in which the JV/Consortium partners making the bid shall hold shares in the same proportion

as mentioned in the JV/Consortium Agreement within 30 days from the receipt of intimation from Cochin Port Trust to the effect that the JV/Consortium is the successful bidder and further correspondence will be with the legal entity.

2.11.7.5. The Tender should contain information regarding the Members of the JV/Consortium.

2.11.7.6. The JV/ Consortium Agreement should include the description of the roles and responsibilities of the members of the Consortium and delineating the rights and obligations of the members for the purpose of making submission of the tender and the shareholding commitment/pattern of its members.

2.11.7.7. Participation by a firm in more than one JV /Consortium is not permissible. A firm who submits bid on individual capacity is not eligible to be a partner of a JV /Consortium. In case a firm's name appears in more than one bid then both application may be rejected.

2.11.7.8. All the partners of the JV/Consortium shall be jointly and severally liable during the bidding process and for the execution of the Project and due performance of obligations under the Lease Agreement.

2.11.7.9. The Lead Partner shall be authorized to act on behalf of the JV/Consortium. All correspondences between Port and the bidder shall be routed through the Lead Partner. The Lead Partner shall be authorized to incur liabilities and to receive instructions for and on behalf of any and all partners of the JV /Consortium and to carry out the entire execution of the contract including payment, exclusively through the Lead Partner.

2.12. **Validity of Bid:** The bid shall remain valid for a period of **270** days from date of opening of technical bid. The Cochin Port Trust may request the bidders to extend the period of validity for a specific period. The request and response thereto shall be made in writing/e-mail. The bidder will have an option to refuse the request without forfeiting their EMD. However in the event of the bidder agreeing to the request, they will not be permitted to modify the bid.

2.13. **Amendment of Tender Document:** Cochin Port Trust, for any reason, whether at his own initiative or in response to query from prospective bidders, may modify the Tender document by an amendment, at any time, 5 days prior to the due date of submission of the tender.

2.13.1. Any amendments issued will be hosted in all the websites where original NIT/Tender document was published at least 5 days prior to the due date of submission of the tender. Bidders shall verify if any such amendment / modifications have been issued in the websites before submitting their tender and shall take cognizance of amendments and include such amendments in their submission. Communication about such amendments will not be sent to individual bidders. In any case amendments/ modifications if any, shall be binding on the bidder.

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

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

2.15. In case of partnership firm, Power of attorney in favour of the Partner/person signing the documents authorizing him to sign the documents should be submitted along with the bid. Such power of attorney should be signed by the other parties/all partners (in case of 3rd person other than partner). In case of Company copy of the Board Resolution authorizing the signatory of the bid to sign on behalf of the company should also be submitted along with the bid. Bids without these documents are liable to be rejected. In case of other statutory bodies, the bid shall be submitted by authorized person with authorization letter from proper authority.

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

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

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

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

2.20. Submission of Bid:

2.20.1. EMD should be submitted as per section 2.4 of this tender document.

2.20.2. For Techno-commercial bid, soft copy of following document are to be uploaded:

2.20.2.1. Undertaking as per format given in section 8

2.20.2.2. Copies of profit and loss statement/balance sheets/auditor's report/annual report for the past 3 years.

2.20.2.3. GST registration certificate and PAN in favour of the bidder.

2.20.2.4. Board resolution/Power of Attorney in favour of person authorized to sign the bid document and to execute the lease deed.

2.20.2.5. Document defining the constitution or legal status of the bidder.

2.20.2.6. **Section 5** Profile of Bidder & Details of the project proposed will be displayed on line at the time of submission of e-tender. Same shall be filled on line itself.

2.20.3. Price Bid: Format of price bid is given in Section 13. It should be filled online by the bidder.

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

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

2.23. Techno-commercial Bid will be opened at the date and time given in section 1.10. This is not a public event.

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

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

2.26. Price bid of the bidders who are found qualified after evaluation of techno-commercial bid will be opened and H1 bid received from among the price bid will be taken as the floor price for e-auction. Date & time of e-auction will be intimated separately. E-auction will not be conducted in case of receipt of only one valid bid for the plot.

2.27. Highest bid received from among the Price bid and e-auction will be considered as the H1 bid for the plot concerned.

2.28. Canvassing in connection with the bid is strictly prohibited and the bids of such bidders who resort to canvassing will be liable for rejection.

2.29. **Evaluation and comparison of bids:** Only such bids, as determined to be substantially responsive to the requirements of the bid documents will be evaluated. Other

non-responsive bids will be rejected. The Port's decision on this shall be final, conclusive and binding.

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

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

2.32. **Award of lease:** Cochin Port Trust shall award the lease to the bidder whose offer is substantially responsive to the bid document and has been determined to be the highest evaluated bid subject to clause 2.30.

2.33. **Notification of Award:** Cochin Port Trust will notify the successful bidder, in writing, that his bid has been accepted, through Pre-acceptance letter. Successful bidder shall have two options to pay the upfront payment as quoted in the tender, plus GST, either in full or in contiguous 10 maximum equal yearly instalments. The Successful bidder shall submit the option for payment of the upfront payment on receipt of the pre-acceptance letter. If the successful bidder opts payment of upfront payment in full, then same with GST shall be remitted within 180 days of date of issue of Pre-acceptance letter. If opts to remit the upfront payment in equal contiguous yearly instalments, then the first instalment along with GST shall be paid within 180 days of date of issue of Pre-acceptance letter. The remaining amount payable in instalments will attract interest at the rate of G-Sec prevalent at the time of grant of lease plus applicable GST. After remitting the first instalment, subsequent yearly instalments and interest for remaining amount with GST will become due for payment on 1st April of the next financial year and Port will issue demand notice within 10th of April and should be remitted before 30th April of the same financial year. Invoices will be issued after the payment. This will be continued until remitting the entire upfront payment in 10 maximum yearly instalments.

2.34. The bidder should furnish details about their proposed activities in the land and their current business through Cochin Port Trust (if any) along with the bid. The bids will be qualified for next stage only after perusal of the above details and if the proposed activities in the land(s) are acceptable to Cochin Port Trust. If the activities proposed by the bidder are not acceptable to Cochin Port Trust the bid will be rejected.

2.35. Bidders should submit a project report for developing the land for the intended purpose. After taking over of the site, the lessee should furnish a bar chart of development activities proposed in the land.

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

2.37. Contact Person of Cochin Port Trust

Sri. Jimmy George, Sr. Deputy Traffic Manager, Traffic Department,
Phone Number - 0484 2582201
Email id: jimmyGeorge@cochinport.gov.in

Sri. Rajesh Pillai, AEM (i/c), Estate Division, Cochin Port Trust.
Phone Number-04842582127
Email id: rajeshpillai@cochinport.gov.in

3. Instructions on e –bidding procedures

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

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

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

3.2.1.1. Name of the bidder

3.2.1.2. PAN of the bidder

3.2.1.3. Address of the bidder

3.2.1.4. e-mail id of the bidder [in case the bidder is other than an individual, e-mail id of the authorized representative of the bidder is to be furnished];

3.2.1.5. Mobile No. of the bidder [in case the bidder is other than an individual, Mobile No. of the authorized representative of the bidder is to be furnished];

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

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

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

3.3. Bidders will receive a system generated mail confirming their registration in the mail id which the bidder has provided at the time of filling in the registration form. This e mail should be forwarded to the contact persons of MSTC mentioned in section 3.25.

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

3.5. The bidders should have a valid digital signature certificate (at least class-II) issued by any of the valid Certifying Authorities to participate in the e-bid. Bidders are required to obtain the same at their own cost and arrangement prior to participation in the instant bid. Bidders are advised to obtain digital signature certificate and to complete the registration process well in advance and submit their bid keeping sufficient time in hand. They are advised not to wait till last minute to submit their bid.

3.6. In case of any clarification, bidders are advised to contact MSTC at the contact address given section 3.25, before the schedule time of the e –bid.

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

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

3.9. Both price bid & technical bid are to be submitted on line at <http://www.mstcecommerce.com>

3.10. System Requirements:

3.10.1. Windows 7 /Windows8 Operating system

3.10.2. IE-7 or above internet browser

3.10.3. Signing type digital signature

3.10.4. JRE Software to be downloaded and installed in system. To enable ALL active X controls and disable 'use pop up blocker' under Tools-Internet Options- customs level.

3.11. Any notice/addendum/extension notice/corrigendum to the bid would also be hosted in the e-bidding portal of M.S.T.C under the "Notification" Link such documents will also be uploaded in Cochin Port Trust Website.

3.12. After remitting EMD as stated in section 2.4, the bidder would login to the e-Bidding portal of MSTC and shall submit bid on-line by filling in required information, including

payment particulars. Also, the bidder shall indicate correctly the relevant details pertaining to the remittance of the payment and mode thereof in the specified field of the on-line bid form.

3.13. Bidders should furnish their Bank Account details, IFSC Code of Bank etc. at the time of remittance of EMD to make the process of refund/release of EMD.

3.14. Submission of on-line Bid.

3.14.1. The bidder(s) who have remitted EMD can only submit their technical bid and price Bid through internet in MSTC website.

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

3.14.3. The bidder should allow to run Java Encryption Applet by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Technical bid. If this application is not executed, the bidder will not be able to save/submit their bid and will get the error messages.

3.14.4. After filling in the Common Terms (Commercial Specifications), bidder should click 'save' for recording their Commercial bid. Then the bidder shall upload supporting documents by clicking on "Attach Docs" link. Then the link for Technical Bid would be activated and the bidder should click on 'save' for recording their Technical bid subsequently. Once the same is done, the Price Bid link becomes active and the same has to be filled in and then bidder should click on "save" to record their price bid. Once both the Technical bid & Price bid are saved, the bidder can click on the "Submit" button to register their bid.

3.15. All correspondence to the bidder(s) after participation in the bid shall be sent by e-mail only during the process till finalization of bid. Hence, the bidders are required to ensure that their e-mail ID provided is valid and updated at the stage of their registration with MSTC (i.e. Service Provider). Bidders are also requested to ensure that their DSC (Digital Signature Certificate) remains valid during all stages of e-bidding.

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

3.17. 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, is allowed up to the closing time of the bid.

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

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

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

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

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

3.23. Format for Profile of Bidder & Details of the project proposed as given in section 5 of this tender document will be displayed online at the time of submission of e-bid. Same shall be filled online itself. In addition to the above, the documents mentioned in section 2.20.2 should be uploaded in the e-tender portal.

3.24. Bidding process

3.24.1. Reserve price for the plot shall be displayed by the system on-screen in the Price Schedule format.

3.24.2. Then the bidder shall quote the Upfront Payment he is willing to pay for the tendered plot. The quoted amount shall be greater than the 'Reserve Price'.

3.24.3. Immediately, the system shall display the quoted Upfront Payment, with taxes extra thereon.

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

3.24.5. After the closing date of bid submission, technical bids of the tenders received will be opened by Port as per the schedule in the tender notice/ corrigendum. Subsequently price bids of the qualified bidders will be opened by the Port in a later date after completing the technical evaluation. Technical bid opening as well as price bid opening are done electronically and not a public event. Hence the bidders cannot witness the bid opening process.

3.24.6. After completing the price bid opening, e-auction, shall take place in a later date with the H-1 price bid as the floor price for e auction. Date and time of e - auction will be intimated to the qualified bidders by e-mail in advance. The bidders can participate in the e-auction, but not mandatory. It is mandatory to have digital signature certificate (DSC) as previously mentioned with the intimated qualified bidders to participate in e-auction.

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

3.24.8. E-auction will not be conducted in case of receipt of only one valid bid for the plot.

3.24.9. The bidder who has given the highest bid after considering price given in the Price Schedule and that obtained through e auction amongst all the bidders, shall be treated as the successful bidder, subject to clause 2.30.

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

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

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

3.25. Contact Person of MSTC

Sri.Vikas Kumar

Phone Number- 080-22260054/22266417/22379145

Email id: vkumar@mstcindia.co.in

Sri. Arnab Sarkar

Phone Number- 080-22260054/22266417/22379145

Email id: asarkar@mstcindia.co.in

4. General conditions of lease

- 4.1. Applicable Acts and directives: This lease 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 Lessee to comply with all such directives issued by the Government of India.
- 4.2. Lease Period: The lease period shall be 60 years, from the date of handing over of possession OR from the 30th day of issue of allotment letter, whichever is earlier.
- 4.3. Upfront Payment: Successful bidder shall have two options to pay the upfront payment as quoted in the tender, plus GST, either in full or in contiguous 10 maximum equal yearly instalments. The Successful bidder shall submit the option for payment of the upfront payment on receipt of the pre-acceptance letter. If the successful bidder opts payment of upfront payment in full, then same with GST shall be remitted within 180 days of date of issue of Pre-acceptance letter. If opts to remit the upfront payment in equal contiguous yearly instalments, then the first instalment along with GST shall be paid within 180 days of date of issue of Pre-acceptance letter. The remaining amount payable in instalments will attract interest at the rate of G-Sec prevalent at the time of grant of lease plus applicable GST. After remitting the first instalment, subsequent yearly instalments and interest for remaining amount with GST will become due for payment on 1st April of the next financial year and Port will issue demand notice within 10th of April and should be remitted before 30th April of the same financial year. Invoices will be issued after the payment. This will be continued until remitting the entire upfront payment in 10 maximum yearly instalments.
- 4.4. Security Deposit: The successful bidder should also pay two years nominal lease rent @ Re.1 per Sq m per annum as non interest bearing refundable security deposit for the duration of the lease (60 years) within 180 days of date of issue of Pre-acceptance letter. The security deposit so paid shall be refundable without interest, after adjustment of any dues including but not limited to any arrears of lease rent or other amounts due to the Lessor and/or damages to the Premises, at the time of handing over vacant possession of the leased premises on the expiry or termination of the Lease.
- 4.5. Mode of Payment: All payments to Cochin Port Trust shall be made through e-payment or by Demand Draft drawn in favour of the Financial Advisor & Chief Accounts Officer, Cochin Port Trust, from State Bank of India or any of its subsidiaries/ Nationalized Banks/ Scheduled Banks.
- 4.6. Bank Details of Cochin Port Trust for e-payment
State Bank of India, Cochin Port Trust Branch,
A/c No.10601197375, IFSC Code – SBIN0006367.
- 4.7. Handing over of leased premises: Allotment order will be issued to the successful bidder on remittance of the upfront payment / first instalment of the contiguous 10 maximum equal yearly instalments with applicable GST and security deposit stated at clause 4.3 above. Subsequently after conducting a joint survey (if required), the land will be handed over to successful bidder.
- 4.8. Actual measurement of plot: Sketches and area given is approximate and there may be marginal variations. If any difference in the area of plot is noticed during handing

over of the land, upfront payment, nominal lease rent and security deposit will be calculated on pro-rata basis for the allotted land.

- 4.9. Nominal lease rent : Re. 1/- per sq m per annum
- 4.10. Payment of lease rent: The Lessee shall pay to the Lessor yearly nominal lease rent of Re. 1/- per sq m per annum on or before 31st day of March of every year. The lease rent will be calculated proportionately if the period in question is not a full year.
- 4.11. Payment of Taxes, charges and assessments: 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 after 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 or building thereon, whether it be payable by the Lessor or the Lessee.
- 4.12. Interest on overdue payments: 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 of CoPT 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.
- 4.13. Deduction from security deposit in case of defaults in payment: 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.
- 4.14. Registration of lease deed: 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, failing which the allotment will be liable to be cancelled and lease rent, security deposit and EMD will be forfeited. Format of lease deed is given in section 9. Lease deed shall be executed on Kerala State Stamp Paper of appropriate value. Cost of stamp paper and all cost and expenses for execution of lease deed shall be borne by the successful bidder.
- 4.15. Use of premises for allotted purpose only: The Lessee shall use the leased premises only for the purpose(s) for which the leased premises has been allotted/ leased, unless otherwise approved by the Lessor in writing.
- 4.16. Utilise leased premises within two years: The successful bidder shall utilize the land for the purpose for which the land is allotted, within 2 year from the date of taking over/allotment of the site. However, the Lessee is free to propose stage wise construction that can exceed 2 years, and such extended construction period above 2 years can be counted for utilization of land, stage wise. In case, the Lessee fails to abide by the timelines of such stage wise construction, the Lessee shall pay additionally 50% of the **normal lease rent as per Scale of Rates (SoR)** for the land involved in such stages for the period of delay. **The normal lease rent** is the annual lease rent on Hospitality purpose rate at W/Island, as per the prevailing SoR with escalation @ 2%, or such other rate of escalation as may be notified in the SoR, on cumulative basis every year. The base lease rent for Hospitality purpose is Rs.28,10,317/- per ha per annum as per the present SoR approved by TAMP with effect from 21/08/2016 plus GST as per rules. After escalation, the current year (2019-20) annual lease rent is Rs.29,59,545/- per ha per annum. The base lease rent will be revised upwards after every block of 5 years from 21.08.2016 by the TAMP or

- the competent authority. (If the base lease rent is not revised after the first block of five years then the Lessor shall be entitled to revise the same at any time thereafter)
- 4.17. Approval of development plan: All plans for the development of leased premises shall be got approved by the Competent Authority of the Lessor. The plan should also be got approved by the Local Authority concerned before commencement of any work.
 - 4.18. Occupation certificate for Building/structure(s): 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.
 - 4.19. Prior consent for erection of building(s)/structure(s): 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.
 - 4.20. Statutory clearances: 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. Statutory clearances thus obtained are to be furnished to the CE/Secretary, CoPT.
 - 4.21. Maintenance of leased premises: 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 tenable 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 tenable 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 tenable condition and the Lessor shall be entitled to recover the costs incurred for the execution of such works from the Lessee.
 - 4.22. Adhere to Port Regulations and safety norms: 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.
 - 4.23. Surrender unutilized land: 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.
 - 4.24. Ban on excavation or removal minerals: 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 Chief Engineer of the lessor or his/its authorized representative.
- 4.25. Peaceful possession of the leased premises: The Lessee shall have quiet and peaceful possession of the leased premises, subject to their fulfilling the terms and conditions contained herein.
 - 4.26. Payment for damage caused by lessee: The Lessee will pay for any damage done by him/it or his/its Employees/workers or agents during the aforesaid period to any property of the Lessor on the leased premises or land adjacent thereto.
 - 4.27. Indemnify the Lessor against all loss or damage: 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 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.
 - 4.28. Prior permission for Hoarding or advertisement board: Hoarding or advertisement board shall not be erected in the leased premises without the written permission of the Lessor.
 - 4.29. Right of entry for lessor: The Lessors and their authorized agents shall be entitled to enter the leased premises at any time and inspect the same.
 - 4.30. Not to underlet or sublease the leased premises: 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.
 - 4.31. Prior approval for transfer of leased premises: 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. Such transfer shall be allowed strictly as per the prevailing Government Guidelines/ Land Policy Guidelines in vogue at the time of transfer of the leasehold rights.
 - 4.32. Prior consent to create any charge in respect of the leased premises: 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. NOC required for pledging the lease deed by the lessee will be issued subject to terms and conditions set forth by the lessor. The lessee shall

- furnish of all particulars of borrowings. Necessary charges as per Land Policy Guidelines/ Board Approval shall be paid by the lessor.
- 4.33. First charge on the leased premises: 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.
 - 4.34. Penalty for breach for lease conditions: 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.
 - 4.35. Termination of lease in case of default in payment: 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.
 - 4.36. Termination of lease with prior notice: The Lessee may terminate the lease at any time before the expiry of the lease period on giving six months prior notice in writing to the Lessor or six month's rent at the then prevailing yearly lease rate, in lieu thereof. And the Lessor doth hereby further agree that upon receipt of such notice the Lessee shall be entitled to remove all or any buildings and fixtures which at any time during the currency of this lease shall have been erected or fixed by the Lessee upon the leased premises without any claim to any compensation whatever and surrender the leased premises to the Lessor.
 - 4.37. Termination of lease upon any breach or non-observance of conditions of lease: 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.
 - 4.38. Termination on account of public interest: The Lessor shall be entitled to terminate the lease before expiry of lease period on account of public interest.
 - 4.39. Termination of lease if lease deed is not executed: 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.

- 4.40. Termination for reasons attributable to lessee: 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.
- 4.41. Termination for violation of lease conditions: 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.
- 4.42. Unauthorised occupation and eviction: 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.
- 4.43. Deliver possession of the leased premises on expiry /termination of the lease period: 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 or termination of the lease period the Lessee shall deliver possession of the leased premises restored to its former condition.
- 4.44. Removal of structures upon expiry or termination of the lease: 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 land 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.
- 4.45. Termination of lease for Port's development purposes: 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, if the leased premises or part thereof, is required for Port's development purposes / activities and in that event, the Lessee shall be entitled to corresponding remission of the Lease Rent where applicable and compensation payable will be worked out by the Chief Engineer, Cochin Port Trust in accordance with the formula provided in section 4.47, 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.

- 4.46. Compensation for buildings if Lessor requires the buildings erected by Lessee: At the time of termination or expiry of the Lease, if the Lessor requires the buildings or other fixtures erected on the land for Port's development purposes / activities or otherwise, the Lessor shall be entitled to take over the same by paying compensation in respect of the same to the Lessee on the basis of the following formula, provided however that in case of any dispute between the parties thereto regarding the rate or quantum of compensation payable under the aforesaid provision, the decision of the Board of the Lessor shall be final and binding. Lessees shall not claim or be entitled for any compensation whatsoever, 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.
- 4.47. Depreciated value of buildings/structures: Depreciated value of buildings/structures shall be calculated by replacement method as per the following formula:
 Depreciated value = (Present day cost x10%) +
 {[Present day cost - (Present day cost x10%)] x (Assessed life - Present age)}/Assessed life
Present day cost means amount that an entity would have to pay to replace an asset at present time according to current worth valued by a mutually agreed third party valuer.
- 4.48. Allow any public utility services through leased premises: 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.
- 4.49. Re-routing of utilities: Any existing obstructions like pipe lines, cables, drains etc. in the leased land which are likely to cause hindrance to proposed construction shall be re-laid/ dismantled / re-routed by lessee at his cost with the prior approval and as directed by the appropriate authority.
- 4.50. Payment for service rendered by lessor: 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 pipe lines, electric lines, OFC lines, , 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.

- 4.51. Meaning of Lessor and Lessee: The terms “the Lessor” and “the Lessee” 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.
- 4.52. Tender document and all correspondences part of agreement : Tender submitted by the successful bidder and all the correspondence exchanged between the Lessor and the Lessee shall form part and parcel of the lease agreement and shall be binding on both the parties. Until a formal lease deed is executed, the letter of allotment and the tender submitted by the successful bidder along with all the correspondence exchanged between the CoPT and successful bidder shall constitute a binding contract.

5. Profile of Bidder& Details of the project proposed

(To be filled up online)

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

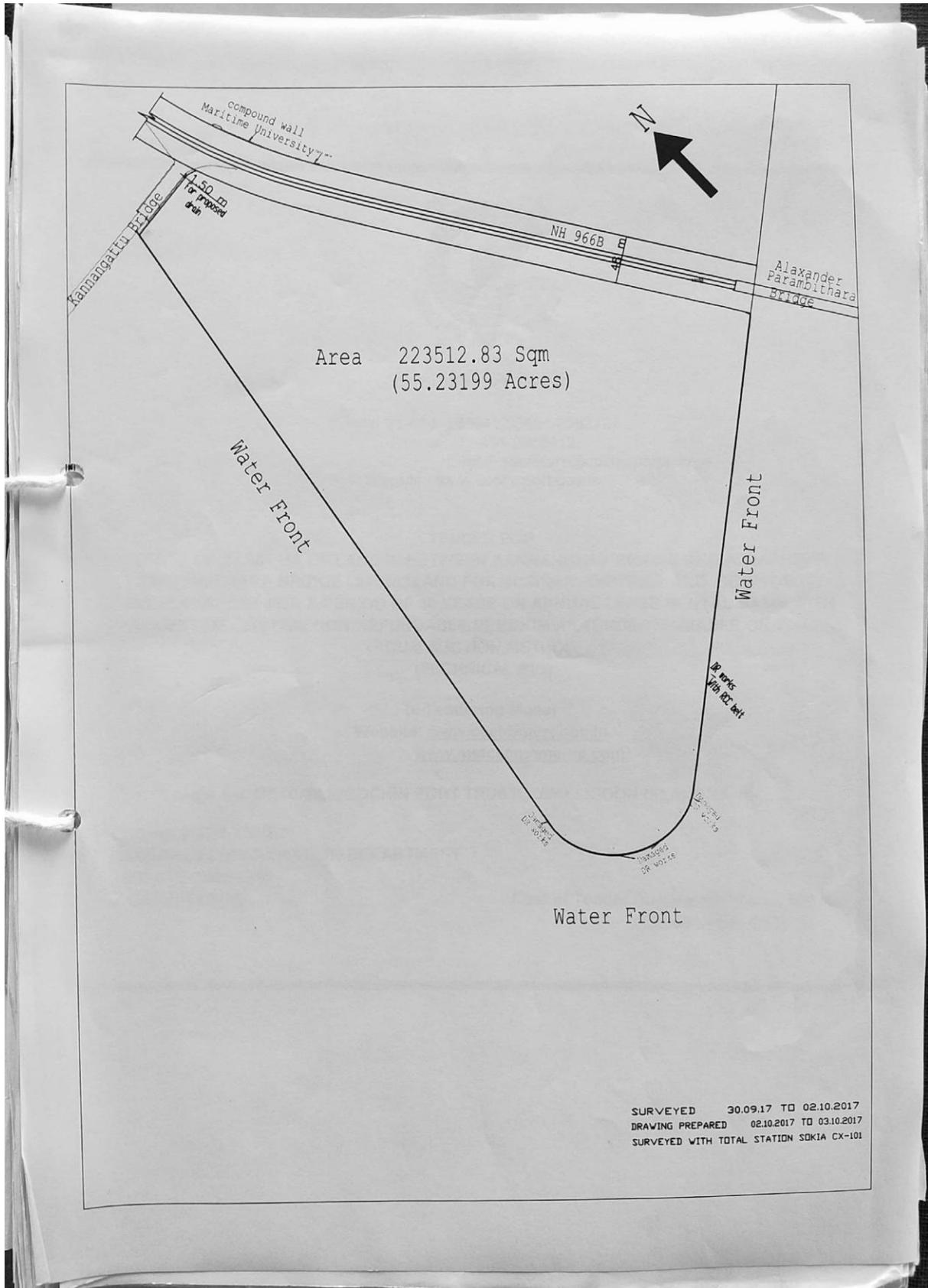
(Signature)

(Designation & Seal of Office)

6. Schedule of Real estate assets put on tender.

Plot no:	Extent	Location	Purpose
A19	22.351 ha (55.21 acre)	In between Kannanghat Bridge and Alexander Parambithara Bridge at South End of Willingdon Island	Business District and Hospitality node purpose

7. Location sketches



8. Format of declaration 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 No. MSTC/BLR/COCHIN PORT TRUST/XX/WILLIGDON ISLAND/19-20/XXXXX) and fully understood its content hereby submit the tender for allotment of real estate asset tendered by CoPT, 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(s), corrigendum(s) and replies to the pre bid queries.
3. I/We have deposited requisite Earnest Money for the said tender as per procedure mentioned in the tender document.
4. I/We do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the tender.
5. 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.
6. I/We have submitted copies of the required documents as mentioned in the tender document
7. I/We have quoted the rate of upfront payment payable, above the Reserve Price.
8. 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
9. 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.
10. 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

9. Format of Lease Deed

LEASE DEED FORMAT FOR UPFRONT PAYMENT & PREMIUM

THIS DEED OF LEASE, made the day of Two thousand and BETWEEN THE BOARD OF TRUSTEES OF THE PORT OF COCHIN, a Body corporate under the Major Port Trust Act, 1963 represented by its Son of.....aged..... years residing at Willingdon Island, Thoppumpady Village, Cochin Taluk, Ernakulam District, Kerala State (hereinafter called "the Lessor") of the one part; AND.....

..... (hereinafter called "the Lessee") of the other part:

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

NOW THEREFORE THIS DEED WITNESSETH that in consideration of the premium paid as stated hereunder and rent to be paid as herein provided and other terms and conditions on the part of the Lessee to be observed, the Lessor does hereby grant to the Lessee, a lease of ALL THAT piece of land containing by admeasurement..... or thereabouts, situate at Willingdon Island, which piece of land is more particularly described in the schedule hereunder written and for greater clearness delineated with the boundaries thereof in the plan annexed hereto (hereinafter referred to as the "leased premises") TO HOLD the same for the term of Sixty (60) years from theday of (month & year – i.e., the date of handing over of the land) to the day of(month & year), for the purpose(s) it is allotted ie....., subject to the following conditions:-

1.
 - a) The Lessee has paid to the Lessor as one time upfront payment/ premium for the lease of the leased premises an amount of Rs.....(Rupees.....only) with applicable GST, the said premium being non refundable under any circumstance.
 - OR
 - The lessee has paid the lessor as 1st out of contiguous (---) equal yearly instalments of the upfront payment/premium for the lease of the leased premises an amount of Rs..... (Rupees only) plus applicable GST. The remaining amount will be paid by ----- equal contiguous yearly instalments. The remaining amount payable will attract interest at the rate of G-Sec @ --- % (prevalent at the time of grant of lease). After remitting the first instalment, subsequent yearly instalments and interest for remaining amount with GST will become due for payment on 1st April of the next financial year and Port will issue demand notice within 10th of April and should be remitted before 30th April of the same financial year. Invoices will be issued after the payment. This will be continued until remitting the entire upfront payment in contiguous -- yearly instalments.
 - b) The Lessee shall pay the Lessor during the said term of lease a yearly lease rent, clear of all deductions, of Rs.....(Rupees.....only) (calculated @ Re1/- per m2 per annum).
 - c) The Lessee has deposited with the Lessor as Security Deposit towards rent an amount of Rs..... (Rupees.....only) equivalent to two year's nominal lease rent, the receipt of which the Lessor hereby acknowledges. The security deposit so paid shall be refundable without interest, after adjustment of any dues including but not limited to any arrears of 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 yearly nominal lease rent of Re. 1/- per sq m per annum on or before 31st day of March of every year. The lease rent will be calculated proportionately if the period in question is not a full half year.
- e) If the Lessee defaults in payment of the rent at any time, necessary adjustments may be made by the Lessor from the amount of security deposit and the Lessee shall immediately make up the corresponding deficit in the security deposit.
- f) The Lessee shall from time to time and at all times during the said term pay and discharge all rates, taxes, charges, and assessments of every description now subsisting, including arrears if any, accrued due after the(viz., the date of commencement of the term of the Lease), or which may at any time hereafter during the said term be imposed, charged or assessed upon the leased premises hereby demised or the building to be erected thereon, whether it be payable by the Lessor or the Lessee.
- g) The Lessee shall be bound to pay interest on all overdue payments from the date when the same becomes due at the rate as specified in the Scale of Rates for the time being in force and as revised from time to time, subject to a minimum of Rs.100/- (Rupees one hundred only) it being made clear that the liability for payment of interest shall not affect the other rights accruing to the Lessor on account of such defaults on the part of the Lessee.
- h) If the Lessee makes default in payment of the lease rent, electricity & water charges, cargo and vessels related charges or any other dues to the Lessor under this Agreement or otherwise and/or interest as provided hereinbefore, the Lessor shall be entitled to terminate this agreement and cancel the lease forthwith. The Lessee shall thereupon forfeit all his/its rights hereunder and shall remain liable for any sum then due by the lessee and also for any loss, which may be caused to the Lessor by reasons of such default. The Lessor also reserves the right to disconnect electricity & water connection and stop all port related services to the Lessee in the event of non-payment of any of the dues as sated above and the Lessee shall be solely responsible for any loss or damage arising out of this.
- i) The Lessee shall execute and get registered the lease deed within six (6) months from the date of handing over of the leased premises by the Lessor

2.

- a) The Lessee shall use the leased premises only for the purpose(s) ie. _____ for which the leased premises has been allotted/ leased, unless otherwise approved by the Lessor and shall not make any unnecessary excavation or remove or appropriate any minerals, mineral substances of any description, sand or clay, from the leased premises. Any such materials obtained from the leased premises should be placed or disposed of as directed by the Secretary of the lessor or his/its authorized representative.
- b) If the Lessee fails to utilize the leased premises for the purpose for which it is allotted, within two years (24 months) of the allotment / handing over of the leased premises by the Lessor, the Lessor shall have the right to terminate the lease and repossess the leased premises. However, the Lessee is free to propose stage wise construction that can exceed 2 years, and such extended construction period above 2 years can be counted for utilization of land, stage wise. In case, the Lessee fails to abide by the timelines of such stage wise construction, the Lessee shall pay additionally 50% of the normal lease rent as per Scale of Rates (SoR) for the land involved in such stages for the period of delay.
- c) All plans for the development of leased premises shall be got approved by the Competent Authority of the Lessor. The plan should also be got approved by the Local Authority concerned before commencement of any work.
- d) Building/structure(s) erected on the leased premises shall not be occupied until a completion/occupation certificate is obtained from the Lessor.

- e) If the Lessee has completed the construction of the building/structure(s) / utilized the leased premises as provided herein within the stipulated period the Lessee shall have the liberty to use the leased premises for the purpose for which it has been allotted.
- f) The Lessee shall utilise the maximum permissible area of the leased premises for the construction of structures/allotted purpose. If the Lessee does not or is not able to utilize the entire leased premises leased to him, the portion of the leased premises not required by him should be surrendered without any liability for payment of compensation. If the Lessee fails to adhere to the same or the Lessee does not surrender the unutilised portion of the leased premises the Lessor shall have the right to repossess without any claim for compensation whatsoever, the whole or part of the portion of the leased premises left unutilized and use the same in any manner deemed expedient by the Lessor. In case there is any dispute regarding the extent of land that should be utilized for the construction/allotted purpose or the extent to be repossessed, the decision of the Board of the Lessor shall be final and binding.
- g) The Lessee shall not at any time without the previous consent in writing of the Lessor erect or suffer to be erected on the leased premises any building(s)/structure(s) other than those approved by the Lessor or make any alteration in the plan or elevation of the said buildings or use the leased premises for any purpose other than that approved by the Lessor.
- h) The Lessee shall obtain all statutory and mandatory clearances as may be required under law including environmental clearances from appropriate authorities, before execution/commissioning of the project and from time to time thereafter.
- i) The Lessee shall observe and perform in accordance with all Port Regulations/directions and follow all safety norms as may be prescribed by the competent/statutory authorities from time to time and the same are deemed to be a part of the lease deed and shall be binding on the Lessee.
- j) This lease shall be governed by provisions of the Major Port Trust Act, 1963, Indian Ports Act, 1908 and all directives issued by the Government of India from time to time. It shall be binding upon the Lessee to comply with all such directives issued by the Government of India and communicated by the Lessor.
- k) The Lessee shall at all times during the subsistence of the lease maintain the leased premises in good sanitary condition and repair and keep the building(s)/structure(s) erected and /or to be erected on the leased premises in good and tenantable condition. If the Lessee fails to maintain the leased premises in good sanitary condition and repair and the building(s)/structure(s) erected and /or to be erected on the leased premises in good and tenantable condition or as directed by the Lessor the Lessor may, if necessary, arrange for execution of necessary works to maintain the leased premises in good sanitary condition and repair and the building(s)/structure(s) erected and /or to be erected on the leased premises in good and tenantable condition and the Lessor shall be entitled to recover the costs incurred for the execution of such works from the Lessee.
- l) If, on request in writing by the Lessee the Lessor removes/relays/reroutes or causes removal/relay/re-routing of any utility services such as underground or overhead electric lines, telegraphic or telephonic lines, water pipelines, drains etc., from the leased premises, the Lessee shall pay the Lessor the cost of such removal within fourteen days from the date on which demand in writing for such cost is served on the Lessee.
- m) The Lessee will pay for any damage done by him/it or his/its Employees/workers or agents during the aforesaid period to any property of the Lessor on the leased premises or land adjacent thereto.
- n) The Lessor shall not be responsible to the lessee or any other person(s) for any loss or damage or injury to life or property arising directly or indirectly from the use of the leased land and the activities the lessee is engaged in on the leased premises during the period of lease. The Lessee shall 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 on the leased premises during the period of lease.

- o) Hoarding or advertisement board shall not be erected in the leased premises without the written permission of the Lessor.
- p) The Lessors and their authorized agents shall be entitled to enter the leased premises at any time and inspect the same

3.

- a) The lessee shall not underlet or otherwise sublease the leased premises or the building(s)/structure(s) erected or to be erected thereon or any part thereof. Any sub-lease of the leased premises or any part thereof or of the building to be erected thereon or any part thereof shall be treated as unauthorized and shall make the lease liable for termination/cancellation.
- b) The lessee shall not assign or transfer the leased premises or the building(s)/structure(s) erected or to be erected thereon or any part thereof without obtaining prior approval of the Board of Trustees of the Lessor. Any assignment or transfer of the leased premises or any part thereof or of the building to be erected thereon or any part thereof without prior permission of the Board of Trustees of the Lessor shall be treated as unauthorized and shall make lease liable for termination/cancellation. The Lessee shall be liable to pay such charges, fees or levy as are prescribed from time to time by the Lessor for assignment or transfer of Lease. The Lessee further undertakes to discharge any and all liability of the original lessee, including the remittance of dues, towards the Port, which may at any time be demanded by the Port on account of transfer as per rules and if the transferor extracts premium on the transfer of the lease, fifty percent of such premium shall also be paid to the Lessor. Such transfer shall be allowed strictly as per the prevailing Government Guidelines/ Land Policy Guidelines in vogue at the time of transfer of the leasehold rights.
- 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 scheduled banks or reputed financial institutions.

4.

- a) The Lessee may terminate the lease at any time before the expiry of the lease period on giving six months prior notice in writing to the Lessor or six month's rent at the then prevailing yearly lease rate, in lieu thereof. And the Lessor doth hereby further agree that upon receipt of such notice the Lessee shall be entitled to remove all or any building and fixtures which at any time during the currency of this lease shall have been erected or fixed by the Lessee upon the leased premises without any claim to any compensation whatever and surrender the leased premises to the Lessor.
- b) The Lessor hereby agrees that the Lessee observing all the aforesaid conditions, shall peaceably hold and enjoy the leased premises during the said term without any interruption by the Lessor. On expiry of the lease period the Lessee shall deliver possession of the leased premises restored to its former condition.
- c) Upon any breach or non-observance by the Lessee or by a person claiming through or under the Lessee of any of the aforesaid covenants or conditions herein provided or the breach or violation of any provision of this Agreement the Lessor may, notwithstanding the waiver of any previous cause or right of re-entry, enter upon the leased premises and re-possess it, as if this lease had not been granted and thereupon this demise shall absolutely determine and the Lessee shall be entitled within three calendar months from the date of such re-entry to remove all building and fixtures which at any time during the currency of this lease shall have been erected or affixed by the Lessee upon the leased premises without any claim to any compensation whatsoever.
- d) The Lessor shall be entitled to terminate the lease before expiry of lease period on account of public interest without the liability of any compensation, irrespective of the fact that the leased premises was originally allotted on upfront basis

- e) The Lessor shall be entitled to cancel/terminate the lease before expiry of lease period if the Lessee does not execute the lease deed within six (6) months from the date of handing over of the leased premises by the Lessor.
- f) The Lessor shall be entitled to cancel/terminate the lease before expiry of lease period if the Lessee is declared insolvent or bankrupt or is unable to pay its debts or makes a composition with its creditors or if a trustee, liquidator, receiver or administrator is appointed to take over the assets or the business or the undertaking of the Lessee or if a substantial portion of the assets, property, revenues or business of the Lessee is confiscated or expropriated by the Government (Central or State) of India or any governmental agency or third party or if the law relating to the sick companies applies to the Lessee or the Lessee is dissolved or wound up or if an order shall be made or an effective resolution is passed for the winding up of the Lessee or the Lessee is reconstituted or the business or operations of the Lessee is closed either due to disputes inter-se amongst its stakeholders or otherwise.
- g) Notwithstanding anything contained hereinbefore, it is expressly agreed and understood that the Lessor shall be entitled to terminate the lease at the risk and the cost of the lessee in the event of violation if any, of the provisions hereof by the lessee which is not rectified within a period of ninety (90) days of a notice issued in this behalf by the Lessor.
- h) If the Lessee commits any breach or violates any provision of this Lease Agreement, the Lessor may, without prejudice to its right to terminate the Lease, impose appropriate penalty on the Lessee depending upon the nature/ magnitude of breach/ violation. Such penalty may be imposed after giving a reasonable opportunity to the Lessee to present his case
- i) After the expiry or earlier termination of lease if the Lessee continues to occupy the Leased Premises such occupation shall be unauthorized and without prejudice to the right of the Lessor to evict the Lessee for such unauthorized occupation, the Lessee shall be liable to pay compensation for wrongful use and occupation at three times the annual lease rent applicable as per the then prevailing Scale of Rates (SOR) of the Lessor for lands in the similar category in the area where the leased premises is situated, irrespective of whether land was originally allotted on up front basis, till vacant possession is obtained. In cases of upfront bidding, the annual lease rent would be determined on pro-rata basis.
- j) Upon expiry or termination of the lease for any reason whatsoever, the Lessee shall remove the structures erected or other improvements made by him/it on the Leased premises without any claim to compensation whatever and restore the leased premises to its original condition, within such time as directed by the Lessor. If the Lessee does not remove the building and fixtures or restore the leased premises to its original condition as required and within the time prescribed, the Lessor shall have the right to remove the said building and fixtures and restore the leased land to its original condition and the cost of such removal and restoration shall be realized from the sale of materials and the balance, if any, from the Lessee. In case there is any amount left from the sale price of the materials so removed, after realization of the cost of removal and restoration referred to herein, the same may be utilized by the Lessor for recovery of any other amounts that may be due to the Lessor from the Lessee.

5.

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

hereto regarding the rate or quantum of compensation payable under the aforesaid provision, the decision of the Board of the Lessor shall be final and binding.

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

FORMULA PRESCRIBED FOR PAYMENT OF COMPENSATION

DV	= R+ $\frac{(E-R)(L-A)}{L}$
DV	= DEPRECIATED VALUE
E	= PRESENT DAY COST
R	= 10% OF E.
L	= ASSESSED LIFE
A	= PRESENT AGE

- c) It is distinctly agreed that the Lessees shall not claim or be entitled to any compensation whatever except as regards buildings and fixtures not removed by the Lessees from the leased premises in compliance with a request in writing by the Lessor.
- d) The Lessor shall be entitled to allow any public utility services such as electric posts, or cables, water supply, sewer lines, drains, sanitary lines or telegraph post or cables, to be taken through the leased premises and the Lessees shall not be entitled to any compensation in respect of the same, including compensation, if any, relating to the space occupied by such public utility services. Provided that while allowing such public utility services to be taken through the leased premises, only the minimum possible hindrance shall be caused to other structures in the leased premises.

6.

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

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

- i
- ii
- iii
- iv

7.

The Schedule above referred to:

Registration District	:	Ernakulam
Registration Sub District	:	
Taluk	:	
Firka	:	
Village	:	
Desom	:	
Survey No.	:	
Sub Division No.	:	
Area (hectares)	:	

Limit : Corporation of Cochin
Tenure : Lease

DESCRIPTION

All the piece and parcel of land situated on _____

BOUNDARIES

South:

West:

North:

East:

The plan above referred to it appended.

IN WITNESS whereof the common seal of the Cochin Port Trust Board has been affixed and the Secretary of the Cochin Port Trust Board for and on behalf of the Board of Trustees of the

Port of Cochin has signed and the Lessees have executed those presents on the day and year first above written.

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

Witness(1)

(2)

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

Witness(1)

(2)

The document is typewritten :

The document is prepared by :

Correction and interlineations :

10. 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, the Board of Trustees of Port Cochin acting through Shri. _____, (Designation of the Officer), Cochin Port Trust (hereinafter called the 'LESSOR', 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. _____, (Designation of the Officer) (hereinafter called the "TENDERER/BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'LESSOR' has invited bids for” (hereinafter referred to as the “Project”) and the TENDERER/BIDDER is submitting his bid for the project and

WHEREAS the BIDDER is a Registered Partnership Firm or Company or Joint Venture or Consortium or other Statutory Bodies constituted in accordance with the relevant law in the matter and the 'LESSOR' 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 'LESSOR' 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 'LESSOR'

1.1 The 'LESSOR' undertakes that no official of the 'LESSOR', 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 'LESSOR' 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 'LESSOR' 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 'LESSOR' with full and verifiable facts and the same is prima facie found to be correct by the 'LESSOR' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'LESSOR' 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 'LESSOR' 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 'LESSOR' 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 'LESSOR' 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 'LESSOR' 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 'LESSOR' 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 'LESSOR' 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 'LESSOR' or alternatively, if any relative of an officer of the 'LESSOR' has financial interest/stake in the bidder's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 2013.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'LESSOR'.

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 'LESSOR' through any of the following instruments:
- (i) Bank Draft 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 360 days from the date of opening of Technical Bids.
- 5.3 No interest shall be payable by the 'LESSOR' 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 'LESSOR' 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 (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'LESSOR' and the 'LESSOR' 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 'LESSOR' resulting from such cancellation/rescission and the 'LESSOR' 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 'LESSOR'
- (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.

6.2 The 'LESSOR' 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 'LESSOR' 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 higher 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 higher 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 'LESSOR', if the contract has already been concluded.

8. Independent Monitors

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

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

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/bidding, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the LESSOR,

- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the LESSOR, 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 LESSOR, 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 LESSOR within 8 to 10 weeks from the date of reference or intimation to him by the LESSOR/ 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 LESSOR 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

The law governing shall be Indian Law. The Courts in Ernakulam District will alone have jurisdiction in any matters if disputes and differences pertaining to this tender

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 LESSOR and the TENDERER/BIDDER, 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 _____

LESSOR	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 LESSOR in regard to involvement of Indian agents of foreign bidders.

11. Proforma of irrevocable Bank Guarantee towards EMD

(To be submitted on Non-judicial Stamp Paper of appropriate value)

Bank Guarantee No..... Dated.....

Amount of Guarantee Rs.

Guarantee Cover Period fromto

THIS DEED OF GUARANTEE executed at.....by(Name of Bank) having its Head/Registered Office at _____ and Branch at (hereinafter called "**the Bank or the Guarantor**") which expression shall, unless it be repugnant to the subject or context thereof, include its executors, administrators, successors and assigns;

In favour of

The Board of Trustees of Port of Cochin (hereinafter called "**the Lessor**"), having its office at Willingdon Island, Cochin – 682 009, Kerala State, India, which expression shall, unless it be repugnant to the subject or context thereof, include its executors, administrators, successors and assigns;

WHEREAS M/s.....a Company registered under the provisions of (state the law) having its registered office and principal place of business at(hereinafter called "**the Bidder**", which expression shall, unless it be repugnant to the subject or context thereof include its executors administrators, successors and assigns) has tendered for lease of 22.351 ha (55.21 acre) of land in between Kannanghat Bridge and Alexander Parambithara Bridge on W/Island for Business District and Hospitality node purpose for a period of 60 years on upfront payment basis on tender-cum auction" in the State of Kerala in India and

WHEREAS in terms of the Bid Ref. No.....dated.....hereinafter referred to as "**Bid Document**") the Bidder is required to furnish to the Lessor an unconditional and irrevocable Bank Guarantee for an amount of Rs.(Rupees only) as **Earnest Money Deposit** and the Guarantor has at the request of the Bidder agreed to provide such **Earnest Money Deposit** in the form of this Bank Guarantee.

NOW THIS DEED WITNESSETH that in consideration of the premises, the Guarantor hereby declares, undertakes and agree as follows:

- a) The Guarantor as primary obligor shall, without demur, pay to the Port Trust an amount not exceeding Rs. (Rupees only), forthwith on receipt of a written demand from the Lessor stating that the Earnest Money Deposit has been forfeited in

terms of the BID Document. Any such demand made on us by the Lessor shall be conclusive and absolute as regards the forfeiture of the Earnest Money Deposit and the amount due and payable under this Guarantee.

b) The above payment shall be made by the Guarantor without any reference to the Bidder or any other person and irrespective of whether the claim of the Lessor is disputed by the Bidder or not.

c) This Guarantee shall remain in full force for a period of 360 days from(date)* or for such extended period corresponding to the extension of the validity of the Bid submitted by the Bidder and shall continue to be enforceable until the amount demanded by the Lessor under this Guarantee are paid.

d) In order to give full effect to this Guarantee, the Lessor shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Bid Documents or other documents or by extension of time of performance of any obligations by the Bidder or any postponement for any time of the powers exercisable by the Lessor against the Bidder or forebear or enforce any of the terms and conditions relating to non-compliance of the Bid Document by the Bidder and we shall not be relieved from our obligations by reason of any variation or extension being granted to the Bidder or forbearance or omission on the part of the Lessor or any indulgence by the Lessor to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.

e) This Guarantee shall be unconditional and irrevocable and shall remain in full force and effect until all our obligations under this Guarantee are duly discharged.

f) The Guarantor has power to issue this Guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the powers granted to him or her.

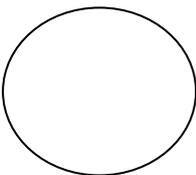
IN WITNESS WHEREOF the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and Delivered by the aforesaid Guarantor)

Bank by the hand of the Authorized Signatory ()

Mr./Ms.....[name])

.....[designation]) _____

Bank's Seal 

* Fill in the scheduled date of submission of Bid

12. Proforma of Joint Venture/Consortium agreement

This Joint Venture /Consortium Agreement is made and entered into on this day of2019 by and between (i) M/s.(**Name of the firm to be filled in**)....., (ii) M/s.....(**Name of the firm to be filled in**).....,(iii) M/s.....(**Name of the firm to be filled in**) primarily for the lease of land under the Cochin Port Trust.

All the partners of the Joint Venture /Consortium hereinafter individually referred to as the parties and collectively as the 'Joint Venture/Consortium'.

1.0 Formation of Joint Venture/Consortium

- 1.1. (i) M/s..... (**Name of the firm to be filled in**) is engaged in(**Details of activities undertaken by the party**)
- (ii) M/s..... (**Name of the firm to be filled in**) is engaged in(**Details of activities undertaken by the party**)
- (iii) M/s..... (**Name of the firm to be filled in**) is engaged in(**Details of activities undertaken by the party**)

1.2. On behalf of Board of Trustees of Cochin Port (hereinafter referred to as "Lessor"), the Secretary, Cochin Port Trust has invited bids for lease of 22.351 ha (55.21 acre) of land in between Kannanghat Bridge and Alexander Parambithara Bridge on W/Island for Business District and Hospitality node purpose for a period of 60 years on upfront payment basis on tender-cum auction (herein after referred as "the lease").

1.3. The parties have been exploring together the ways and means of collaboration for the purpose of an offer to be made for the said lease of land by the Cochin Port Trust and have mutually agreed to enter into a Joint Venture/Consortium Agreement to submit a common bid for the lease and to take over the land in the event of award of the contract, in association with each other and (**.....Name of Partner to be filled in.....**) shall be the Lead Partner and (i) (**.....Name of Partner to be filled in.....**), (ii) (**.....Name of Partner to be filled in.....**),..... shall be the other partner(s).

NOW THEREFORE IT HAS BEEN AGREED TO BETWEEN THE PARTIES AS FOLLOWS

- 1.4. The Joint Venture/Consortium will be known as.....(**.....Name of JV to be filled in.....**)and shall consist of (i) (**.....Name of the firm to be filled in.....**) is the Lead Partner, (ii) (**.....Name of the firm to be filled in.....**), (iii) (**.....Name of the firm to be filled in.....**), parties to the present agreement.
- 1.5. The recitals are true and correct and form an integral part of this agreement and are representations of the parties to which they relate and have been relied upon by the parties to enter into the present agreement.
- 1.6. Notwithstanding the date of signature of this agreement, its effective date will be the date of submission of bid.
- 1.7. All costs incurred by the parties before the date of award of contract will be borne by the parties concerned. After award of the contract, the party shall form a legal entity under the Companies Act 2013 in which the JV/Consortium partners making the bid shall hold shares in the same proportion as mentioned in the JV/Consortium Agreement, within 30 days from the receipt of intimation from Cochin Port Trust to the effect that the JV/Consortium is the successful bidder and further correspondence will be with the legal entity.
- 1.8. The Joint Venture/Consortium will be dissolved and this agreement will cease on formation of the legal entity.
- 1.9. The lease, if awarded by the Lessor, allotment order shall be issued in the name of (**....Name of JV/Consortium to be filled in.....**) and the lease deed shall be signed by legally authorised signatories of the legal entity, subsequently formed.

- 1.10. All the parties of the JV/Consortium shall be jointly and severally liable during the bidding process and the Annexures of the Tender Document shall be signed by the legally authorised signatory of the JV/consortium members and shall be uploaded along with the tender.
- 1.11. The financial contribution of each partner to the JV/Consortium operation shall be:
 - (i) M/s..... (**Name of the partner to be filled in**) -
 - (ii)M/s..... (**Name of the partner to be filled in**) -
 - (iii)M/s..... (**Name of the partner to be filled in**) -
- 1.1. The parties hereto agreed that each of them shall duly and properly perform all the functions and all costs related to the lease.
- 1.13. The parties hereto shall be at liberty to enter into liaison work/correspondence with statutory and local authorities as the circumstances warrant individually or collectively.
- 1.14. It is hereby agreed and undertaken that, all the parties are jointly and severally liable to the "Board" of Cochin Port Trust for the performance of the contract (lease).
- 1.15. The Lead Partner is authorized to act on behalf of the JV/Consortium.
- 1.16. All the correspondences between the Lessor and the JV /Consortium shall be routed through the Lead Partner.
- 1.17. We all the partners hereby authorize the Lead Partner to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process.
- 1.18. In the event of default of the Lead Partner, it shall be construed as default of the Bidder and Lessor shall be entitled to take action under relevant clause(s) of the Department Bid Document.

The parties hereto have mutually agreed to the terms and conditions set forth herein above and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper execution of tender and formation of legal entity, in the event of award of lease to the JV/Consortium and have affixed their signature in this indenture on this theday of2019.

- (i) Signature
Name
Designation seal
 &
 Common seal of the firm
- (ii) Signature
Name
Designation seal
 &
 Common seal of the firm
- (iii) Signature
Name
Designation seal
 &
 Common seal of the firm

.....

Witness 1
 Witness 2

13. Format of Price bid

Sl. No	Description of land / plot number.	Area	Reserve Price of Upfront Payment (Rs.)	Upfront Payment offered for the plot (Excluding GST) in Rupees	
				In fig	In words
(1)	(2)	(3)	(4)	(5)	(6)
1	A19	22.351 ha (55.21 acre)	377,44,19,945		