



TENDER DOCUMENT

for

“Valuation of land of Cochin Port Trust at various villages in Ernakulam District”

Tender Number	: EM/ T/223/SoR Revision/Valuation/2020
Issue of Tender Document	: 07/10/2020 to 14 00 Hrs on 28/10/2020
Pre-Bid Meeting	: 14/10/2020, 11:00 Hrs
Last date of submission of Tender	: 14:30 hrs. on 28/10/2020
Techno-Commercial Bid opening	: 15:00 hrs. on 28/10/2020
Cost of Tender Document	: Rs. 788/- including 5% GST
EMD	: Rs. 7607/-

**Office of the
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Cochin Port Trust,
Cochin – 682009
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1 TENDER NOTICE

1.1. Electronic tenders (e-tenders) in two cover system are invited by the Secretary, Cochin Port Trust, Willingdon Island, Cochin-682009 for “**Valuation of land of Cochin Port Trust at various villages in Ernakulam District**”. Details of land for valuation are as below:

Sl. No.	Location	Extent (Acres)	Village	Survey Nos.
1	Willingdon Island, SER Area	879.80	Thoppumpady Rameswaram	2578/ 1 to 2, 2578/ 4 to 10, 2578/ 14, 1196/ 2 1166/ 2
2	Vallarpadam (SEZ and non SEZ area) & Bolgatty	502.27	Mulavukadu	235/ 2, 31/ 20, 31/ 4 2/ 2 to 4, 31/ 5 to 7, 31/ 27 to 28
3	Puthuvypin (SEZ and non SEZ area)	762.43	Puthuvypu/ Elamkunnappuzha	347,238/5,238/2 736
4	Palluruthy, DLB	9.79	Rameswaram/ Palluruthy	1166/2, 696/ 1 to 3 733 to 740
5	Fort Kochi	4.76	Fort Kochi	155,549,1073,560,3 3,36 2/1
6	Ernakulam (Cochin Shipyard Ltd) , Pachalam, Thevara (Near ferry)	18.10	Thevara Ernakulam	1018/ 2 to 3 843/ 2 to 3, 1086/2
7	Cochin Fisheries Harbour	19	Thoppumpady	954 to 974, 2320, 2321, 2424, 2327, 2328

1.2. Tender documents can be downloaded from the e-tendering portal www.tenderwizard.com/COPT or from CoPT website www.cochinport.gov.in or from Central Public Procurement Portal www.eprocure.gov.in/cppp/.

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

1.4. The bids shall be uploaded in electronic form only through e-tender portal www.tenderwizard.com/COPT. Cost of tender document is Rs. 788/- including GST and Earnest Money Deposit (EMD) is **Rs. 7607/-** “**Valuation of land of Cochin Port Trust at various villages in Ernakulam District**”

- 1.5. Cost of tender document & EMD are to be remitted 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 as two separate DD/Bankers's Cheque.
- 1.6. Two separate DD/Bankers's Cheques towards Cost of Tender Document and EMD (as mentioned in clause 1.4 above) shall be submitted to Secretary before the scheduled date and time of opening of the bid, failing which the bid will be rejected.
- 1.7. Scanned copy of DD/Bankers's Cheque towards Cost of Tender Document and EMD (as mentioned in clause 1.4 above) shall also be uploaded in the e-tender portal www.tenderwizard.com/COPT, failing which the bid will be rejected.
- 1.8. The bidders need to obtain one time User ID & password for log-in to e-Tendering portal www.tenderwizard.com/COPT from the service provider KEONICS, by paying registration amount of Rs.1124/- through online Payment using Credit/Debit Card/Net banking or DD in favour of "KSEDCL, Bangalore". The details of e tender facilitator is available through Telephone Nos. 080-40482000/ 09746118529.
- 1.9. The tenders shall be submitted "**online**" strictly in accordance with the 'Instructions to Tenderers' and other terms & Conditions given in the tender document.
- 1.10. The bidders shall submit scanned copy of all the required documents such as DD / Bankers Cheque towards the cost of tender document and EMD; proof of experience, financial details, etc. in the e-tender portal www.tenderwizard.com/COPT.
- 1.11. Time schedule for various activities in connection with this tender will be as follows:
 - 1.11.1. **Availability of Tender Document:** www.cochinport.gov.in; www.eprocure.gov.in/cppp/; www.tenderwizard.com/COPT from 07/10/2020 to 28/10/ 2020.
 - 1.11.2. **Pre bid meeting** : 11.00 Hrs on 14/10/2020.
 - 1.11.3. **Opening of Techno-Commercial bid**: 15:00 Hrs on 28/10/2020.
 - 1.11.4. **Opening of Price Bid of qualified Tenderers**: Will be announced later.

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

Dated: **07/10/2020**

2 INSTRUCTIONS TO TENDERER

- 2.1 Scope of Tender: Electronic Tenders (e-tenders) in two-cover system are invited from eligible Tenderers for “Valuation of land of Cochin Port Trust at various villages in Ernakulam District” as per schedule given in Section.5. The scope of works are as follows:
- (i) to arrive the Market Value of land at various villages in Ernakulam District as given in para 1.1 of the Tender Notice, for different purposes/categories as shown below:

Sl. No.	Location	Land with Water Frontage for Berth & Backup	Commercial /Office Purpose	Warehouse Purpose	Special Residential Purpose	Hospitality Purpose
1	Willingdon Island (Including Flying Funnel Area)	✓	✓	✓	✓	✓
2	Vallarpadam-Non SEZ Area	✓	✓	✓	N A	N A
2.1	Vallarpadam-SEZ Area	✓	✓	✓	N A	N A
3	Puthuvypeen-Non SEZ Area	✓	✓	✓	N A	N A
3.1	Puthuvypeen-SEZ Area	✓	✓	✓	N A	N A
4	Fort Kochi	✓	✓	N A	✓	✓
5	Bolghatty	N A	✓	✓	N A	✓
6	Ernakulam-GIDA/ Pachalam	N A	✓	N A	N A	✓
6.1	Ernakulam-Cochin Shipyard	N A	N A	✓	N A	N A
6.2	Ernakulam-Thevara Ferry	✓	✓	N A	N A	N A

Sl. No.	Location	Land coming under Zone 'B' and 'C' other than petroleum fuel outlets	Land coming under Zone 'B' and 'C' for petroleum fuel outlets
7	Cochin Fisheries Harbour, Thoppumpady	✓	✓

- (ii) To collect the State Government’s ready reckoner of land values in the area,

- (iii) To collect highest rate of actual relevant transactions registered in last three years in the Port's vicinity,
- (iv) To collect highest accepted tender-cum-auction rate of Port land for similar transactions, updated on the basis of the annual escalation rate approved by the Port Trust Board, and
- (v) To arrive Scale of Rates for lease rentals for land at various villages in Ernakulam District for different purposes/categories as given in para 2.1.1(i) above, as per PGLM-2015 issued by GoI which interalia envisages consideration of the following factors:
 - a) State Government's ready reckoner of land values in the area, if available for similar classification/ activities.
 - b) Highest rate of actual relevant transactions registered in last three years in the Port's vicinity with an appropriate annual escalation rate to be approved by Port Trust Board.
 - c) Highest accepted tender-cum-auction rate of Port land for similar transactions, updated on the basis of the annual escalation rate approved by the Port Trust Board.
 - d) Rate arrived at by an approved valuer appointed for the purpose by the Port.
 - e) Any other relevant factor as may be identified by the Port.
- (vi) Apart from Scale of Rates for lease rentals of the land as stated above, monthly license fee for 'Warehouse' and space for 'Office Accommodation', irrespective of location shall also be arrived at.

Note:-

- a. The expression "Industry" means a building or premises wherein products or material are fabricated, assembled, manufactured or processed, such as assembly plants, power plants, refineries, gas plants, and factories and includes a building or premises used primarily for storage or shelter of goods, warehouse, cold storage, freight depot, transit shed, store house and salt pans.
- b. The expression "Commercial" means a building or premises which is used for commercial activities such as shops/markets, shopping/commercial centres, professional offices, work places/offices, banks, ATM's, financial institutions, guest houses, restaurants, cafes, hotels, clubs, research/training institute, auditoriums, nursing homes, medical clinics, service centres, garages, workshop and petrol pumps.

Tenders should be submitted in accordance with the Instructions to Tenderer, General Conditions of Contract, Special Conditions, Scope of work etc. as enumerated in this tender document.

- 2.2 Availability of Tender Documents: The Tender document can be downloaded from the e-tendering portal www.tenderwizard.com/COPT or from Port's website www.cochinport.gov.in or from Central Public Procurement Portal www.eprocure.gov.in/cppp/.
- 2.3 Cost of tender document: Rs.788/- including GST, is to be remitted in the form of the Banker's Cheque (BC) or Demand Draft (DD) from a Scheduled / Nationalized bank having their branch in Cochin, drawn in favour of FA&CAO, Cochin Port Trust, payable at Cochin. Cost of tender document will not be refunded. Cost of tender document in the form of Cheque/ Bank Guarantee will not be accepted. Tenders without cost of tender document will not be accepted.
- 2.4 EMD: Rs.7607/- is to be remitted in the form of the BC/DD from a Scheduled / Nationalized bank having their branch in Cochin, drawn in favour of FA&CAO, Cochin Port Trust, payable at Cochin. Earnest money in the form of Cheque/ Bank Guarantee will not be accepted. Tenders without EMD will not be accepted.
- 2.4.1 The EMD of unsuccessful bidder other than L1 and L2 will be refunded immediately after ranking of the Bids. The bid security of L2 bidder shall be refunded immediately after entering into agreement with L1 bidder and acceptance of the Security Deposit/ performance guarantee. The EMD of successful tenderer will be refunded on submission of security deposit/ performance guarantee as per clause 3.8 and executing agreement as per clause 3.9 of this tender document
- 2.4.2 No interest will be paid on the Earnest Money Deposit from the date of its receipt until it is so refunded.
- 2.4.3 The EMD shall be forfeited under following circumstances
- 2.4.3.1 In the event of the tenderer withdrawing / modifying his tender before the expiry of tender validity of 120 days from the date of opening of the tender.
- 2.4.3.2 Failing to furnish security deposit/performance guarantee within the stipulated time, upon award of contract or failing to enter into an agreement with Cochin Port Trust as required in the tender within the stipulated time or within such extended time granted by Cochin Port Trust, the tender shall be liable to be cancelled and EMD shall be forfeited.
- 2.4.4 Upon submission of Security Deposit/Performance guarantee and signing of Agreement by the successful tenderer, the Cochin Port Trust will notify each unsuccessful tenderer and will refund their EMD.
- 2.5 DDs/BCs in lieu of Cost of Tender Document and EMD have to be scanned and attached in the e-tender portal www.tenderwizard.com/COPT. Original DDs/BCs in lieu of Cost of Tender Document and EMD has to reach office of the Secretary, on or before the date and time fixed for opening of techno-commercial bid. Tenders which do not satisfy this condition will be rejected.
- 2.6 Downloaded document is to be printed in a clearly readable form in A4 size sheet. Printed tender document shall be duly filled, signed and stamped on all pages for submission. The downloaded tender documents if found tampered with by way of any deviation from the original document hosted on website, will result in disqualification.

Duly filled, stamped and signed tender document (except price-bid) shall be scanned and uploaded in the e-tender portal www.tenderwizard.com/COPT. Any tender not so complete is liable to be rejected.

2.7 Minimum Qualification Criteria (MQC):

2.7.1 The tenderer should possess registration with Central Board Direct Taxes. Copy of the registration certificate should be submitted along with the tender.

2.7.2 The Tenderer should have successfully completed valuation of land for Major Port Trusts or State/ Central Government agencies or State/Central Public Sector undertakings during last 7 years as on 31-08-2020. Copy of work order and satisfactory completion certificate of the client should be enclosed along with the tender. Value of work order should be either of the following: -

2.7.2.1 Three Completed works, each costing not less than Rs.3,05,000/-or

2.7.2.2 Two Completed works, each costing not less than Rs.3,81,000/- or

2.7.2.3 One Completed works, costing not less than Rs.6,09,000/-.

2.7.3 Average annual financial turnover of the tenderer should not be less than Rs.2.30 lakhs during the last three (3) years. The details shall be furnished in Schedule C. Copies of Profit and Loss Accounts along with balance sheets for the past three years duly attest by a Chartered Accountant should be enclosed along with the tender.

2.8 Validity of Tender: The tender shall remain valid and open for acceptance for a period of 120 days from the last date fixed for receiving the same. The Cochin Port Trust may request the tenderers to extend the period of validity for a specific period. The request and response thereto shall be made in writing/e-mail. The tenderer will have an option to refuse the request without forfeiting their EMD. However in the event of the tenderer agreeing to the request, they will not be permitted to modify the tender.

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

- 2.9.1 The amendment in the form of addendum will be sent by e-mail to all prospective tenderers who have downloaded tender document directly from Cochin Port Trust website.
- 2.9.2 Any amendments issued will be hosted in the Cochin Port Trust website at least 5 days prior to the dates specified for submission of the tender. Tenderers shall verify if any such amendment / modifications have been issued in CoPT website before submitting their tender and shall take cognizance of amendments and include such amendments in their submission. In any case amendments/ modifications if any, shall be binding on the tenderer.
- 2.9.3 The Cochin Port Trust may at their discretion extend deadline for the submission of tenders to enable prospective tenderer to take the amendment into account while preparing the tender.
- 2.10 The Tenderer is expected to examine all instructions, forms, terms, specifications etc. in the tender document. Failure to furnish all information or documentations required in the Tender documents may result in the rejection of Tender.
- 2.11 Power of Attorney (POA) for the signatory of the tender and for carrying out the works when awarded should be enclosed along with the tender. POA in original/ in photocopy in favor of a signatory to the tender submitted shall be duly authenticated by a Notary Public. In case of a Proprietorship concern, a declaration of the same along with proof may be submitted. In case of Partnership Firm all partners shall together authorize one partner by Power of Attorney. In case of a company, a resolution of Board of Company shall be submitted, authorizing any person to bid in the tender, sign all tender documents and for carrying out all activities in connection with Tender, when awarded.
- 2.12 The tenderer should not submit their offer with any conditions / counter conditions anywhere in the tender document. The conditional tenders, if any, shall be considered as non-responsive and shall be summarily rejected.
- 2.13 All the documents submitted should be indexed and page numbered.
- 2.14 Submission of Tender:
- 2.14.1 DD/Banker's cheque towards cost of tender document and EMD should be scanned and attached in the e-tender portal and original DD/Banker's cheque shall be dropped in the tender box marked "Estate Division", placed in the reception area, in the Ground Floor of Administrative Building, Cochin Port Trust on or before the due date and time fixed for tender opening.
- 2.14.2 The tender document should be uploaded as two separate files in the e-tender Portal; one file consisting of following documents:
- 2.14.2.1 Tender documents duly filled (except price schedule) signed and stamped on all pages.

- 2.14.2.2 Copy of registration with Central Board Direct Taxes.
 - 2.14.2.3 Copy of work order(s) to prove MQC
 - 2.14.2.4 Copies of Profit and Loss Accounts along with balance sheets for the past three years duly attested by a Chartered Accountant. In case of Individual, ITR along with audited financial statements will suffice.
 - 2.14.2.5 Copies of GST registration(if registered)/PAN certificate.
 - 2.14.2.6 Power of Attorney in favour of person authorized to sign the tender document.
 - 2.14.2.7 Schedules A, C, D & E, Annexure I, II duly filled and signed.
- 2.14.3 The price bid format (Schedule B) is given separately. It should be filled ON LINE by the bidder.
- 2.14.4 The tenderers are required to submit both Technical bid & Price bid in ‘e-tender’ mode only on www.tenderwizard.com/COPT before the due date and time fixed for opening of techno-commercial bid. Bids received after the due date & time will be returned unopened to the bidder.
- 2.15 Disclosure / indication of the Price(s) in the Techno- Commercial Bid shall make the Tender disqualified and will be rejected.
- 2.16 Opening of Tenders:
- 2.16.1 Techno-commercial Bid will be opened at 15:00 hrs on 28 /10/2020 in the e-tender portal www.tenderwizard.com/COPT. Tenderers can witness the tender opening by logging in to the e-tender portal at the date and time fixed for tender opening.
 - 2.16.2 Price Bid of those tenderers who are found qualified after evaluation of techno-commercial bid will be opened “on-line”. Date and time of opening of price-bid will be intimated to the qualified bidders.
- 2.17 To assist in the examination, evaluation and comparison of tenders, Cochin Port Trust may ask tenderer, individually for clarification of their tender. The request for clarification and the response shall be sent e-mail/fax, but no change in price or substance of the tender shall be sought, offered or permitted.
- 2.18 Determination of Responsiveness: The tender 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 tenders to determine whether the tender is substantially responsive to the requirements of the tender documents. For the purpose of this clause, a substantially responsive tender is one which inter-alia confirms to all the terms and conditions of the tender documents without any deviation or reservation. A tender that, in relation to the cost estimate of the Port, is seriously unbalanced may be rejected as non-responsive.
- 2.19 Canvassing in connection with the tender is strictly prohibited and the tenders submitted by the valuers who resort to canvassing will be liable for rejection.
- 2.20 Evaluation and comparison of tenders: Only such tenders, as determined to be substantially responsive to the requirements of the tender documents will be evaluated.

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

- 2.21 Acceptance of Tender: Cochin Port Trust does not bind itself to accept the lowest tender or any tender and reserves the right to accept any tender in part or to reject any tender or all tenders without assigning any reasons whatsoever.
- 2.22 Language of the tender: The tender submitted by the tenderer and all correspondence and documents relating to the tender exchanged by the tenderer and the 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 tender, the English translation shall govern.

3 GENERAL CONDITIONS OF CONTRACT

- 3.1. Definitions: In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
- 3.1.1. "Employer/Cochin Port Trust/CoPT" means Board of Trustees of Cochin Port, a body corporate under the Major Port Trust Act.1963, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman, Secretary or any other officers so nominated by the Board.
- 3.1.2. "Valuer" means the person or persons, firm, corporation or company whose tender has been accepted by the Cochin Port Trust and includes his servants, agents and workers, personal representatives, successors and permitted assigns.
- 3.1.3. "Contract" means and includes Tender Documents, Instructions to Tenderers, General Conditions of Contract, Schedules, Annexure etc., any amendments thereto, Tender, Letter of Acceptance and the Contract Agreement.
- 3.1.4. "Contract Price" means the total sum of money to be paid by the Cochin Port Trust to the valuer on timely completion of the contract, as per agreed terms and conditions of Contract, including taxes and duties to be paid to State or Central Government.
- 3.1.5. The "Schedule" shall mean the Schedule(s) attached to the tender document.
- 3.1.6. "Approved" or "Approval" shall mean approval in writing.
- 3.1.7. "Month" shall mean English Calendar Month.
- 3.1.8. "Day" shall mean English Calendar Day.
- 3.1.9. "Completion" means the fulfilment of the valuation assignment and related services by the valuer and submission of final report to CoPT in accordance with the terms and conditions set forth in the contract.
- 3.1.10. "Tender" means the offer of the valuer along with all other relevant documents as referred to in the contract.
- 3.2. Even though the Tenderers meet the qualifying criteria, they are liable to be disqualified /debarred /suspended / blacklisted if they have
- Furnished false / fabricated particulars in the forms, statements and / annexures submitted in proof of the qualification requirements and/or
 - Not turned up for entering into agreement, when called upon.
 - Record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or
 - Even while execution of the work, if found that the work was awarded to the Contractor based on false / fake certificates of experience, the Contractor will be blacklisted and work will be taken over by CoPT.
- 3.3. Statutory recoveries i.e., IT and other taxes shall be recovered as per the rate applicable in CoPT.

- 3.4. The quoted price shall be in lumpsum inclusive of all charges such as collection of data from SRO, Village Office and LSGD, site visits, presentations, and printing required for successful delivery of valuation report to Cochin Port Trust. Any statutory variation in the rate of taxes / duties from the date of work order but within the stipulated time of completion shall be paid / deducted as the case may be to the valuer subject to production of documentary evidence. The price shall be quoted in the prescribed format in the Price Schedule (Schedule B). Statements such as "all taxes and duties applicable will be extra" should be avoided. The rates quoted should be firm without any price variation clauses.
- 3.5. **Valuer to inform himself fully:** The valuer shall be deemed to have carefully examined the general conditions of contract, and form of tender and informed himself fully regarding the conditions in which the contract is to be executed, the rules and regulations and all other matters and things affecting the cost of valuation and satisfied himself fully regarding the sufficiency of his tender to cover all his obligations under the contract.
- 3.6. **Award of Contract:** The Cochin Port Trust shall award the contract to the tenderer whose offer is substantially responsive to the tender document and has been determined to be the lowest evaluated tender. Cochin Port Trust reserve the right to accept the tender in part.
- 3.7. **Notification of Award:** Prior to expiry of tender validity or extended validity, the Cochin Port Trust shall notify the successful tenderer, in writing, that his tender has been accepted. Until a formal contract agreement is prepared and executed, the notification of award and form of tender shall constitute a binding contract.
- 3.8. **Performance Guarantee:** The successful tenderer will be required to furnish Bank Guarantee in favour of Cochin Port Trust for 10% of contract price including taxes and duties on a stamp paper of value Rs 200/- within 15 days from the date of receipt of work order. The Bank Guarantee furnished shall be valid up 15 days beyond the scheduled date of submission of final report. Any expenditure in this regard will be borne by the valuer. FORM II - PROFORMA OF BANK GUARANTEE FOR SECURITY **DEPOSIT** is appended along with this tender document. Bank Guarantee has to be furnished in this format. If the valuer fails to perform or observe any of the conditions of contract, Port Trust will be at liberty to deduct any amount due to Port Trust under this contract, including liquidated damages as per clause 3.13 from Bank Guarantee/any sums of money due or that may become due to the Valuer. This is without prejudice to the rights of the Port Trust under the terms of this Contract.
- 3.9. **Contract Agreement:** The successful tenderer will be required to execute an agreement at his expense on Two Hundred Rupees (Rs.200/-) Kerala Stamp Paper in the proper departmental format (FORM I - FORM OF **AGREEMENT**) for the due and proper fulfilment of the contract, within 30 days from the date of receipt of work order. Pending preparation and execution of the contract agreement as above, the tender submitted by the valuer together with work Order/Letter of Intent issued by Secretary accepting the tender shall constitute a binding contract between Cochin Port Trust and the Valuer. The contractor shall make 4 copies of the agreement and submit to CoPT along with the original agreement within 7 days of date of signing the agreement.

3.10. **Completion period:** “Valuation of land of Cochin Port Trust at various villages in Ernakulam District” should be completed within **ninety days** of date of receipt of work order. However the Valuer should make all efforts to complete the assignment as early as possible. If the valuation is not completed within the stipulated time, liquidated damages, as per clause 3.13 will be applicable.

3.11. Deliverables:

3.11.1. An **Interim report** shall be submitted within **60 days** of date of receipt of work order.

3.11.2. Draft Valuation report: Draft valuation report shall be submitted for concurrence of CoPT within 75 days of date of receipt of work order.

3.11.3. Presentation on valuation report: The valuer shall conduct a presentation of the draft valuation report to the officials of Cochin Port Trust within 5 days of submission of draft valuation report.

3.11.4. Final Report: Final report (3 hard copies and a soft copy in CD) incorporating the changes raised by Cochin Port Trust shall be submitted by the valuer within the 90 days of date of receipt of work order.

3.12. Payment Terms:

3.12.1. On submission of **Interim report** and submission of invoice : 40%

3.12.2. Draft valuation Report, Presentation and acceptance by Cochin Port Trust and submission of invoice : 30%

3.12.3. On submission of final Valuation Report and submission of invoice : 30%

3.13. **Liquidated Damages:** Time is essence of this contract. In the event of failure to complete the work, within the completion period stipulated in the order / tender, the valuer would be liable to pay liquidated damages. The extension of time granted by Cochin Port Trust for completion of valuation, due to reasons attributable to the valuer, will not exonerate the valuer from his liability to pay liquidated damages. The valuer shall pay to the Board of Trustees of Cochin Port as liquidated damages and not as penalty for the delay, a sum equivalent to ½ % (one half percent) of the contract price of the item(s) per week for such delay or part thereof, the maximum of which shall not exceed 10% (ten percent) of the contract price. The liquidated damages fixed as above shall be considered as reasonable compensation without any actual proof of loss or damage. The Board of Trustees of Cochin Port shall have power to deduct such sum from any money due to the Valuer. The liquidated damages paid / deducted as above shall not relieve the valuer from the obligation to complete the valuation or from other obligations and liabilities under the contract.

3.14. If the valuer fails to deliver the final valuation report within the period fixed for such delivery or as extended by Cochin Port Trust, or at any time repudiates the contract before the expiry of the contract, the Cochin Port Trust may without prejudice to its own rights, entrust the valuation work to another contractor at the risk and expenses of the valuer, as Cochin Port Trust may deem best suited to the interest of the Board. In such case the valuer shall have no claim to compensation for any loss that he may incur in any way. He shall be liable for any loss that the Board may sustain on this account.

- 3.15. **Extension of time:** If at any time during performance of the contract, the valuer should encounter conditions impeding timely completion of valuation, pursuant to clause 3.10, the valuer shall promptly notify the Cochin Port Trust in writing of the delay, its likely duration and its cause. As soon as practicable after receipt of the valuer's notice, the Cochin Port Trust shall evaluate the situation and may at its discretion extend the valuer's time for performance, in which case the exertion shall be ratified by the parties by amendment of the contract.
- 3.16. Except in case of force majeure, as provided under clause 3.17, delay by the valuer in the performance of its delivery and completion of obligations shall render the valuer liable to imposition of liquidated damages pursuant to clause 3.13.
- 3.17. **Force Majeure:** Neither party hereto shall be held responsible for any delay or failure to perform any or all of the obligations imposed upon such party caused by Force Majeure. In such a case, the time for performance of such obligations of the other party, to the extent that they are directly or indirectly affected by such occurrence, will be extended by a period equal to that time. Notification of a circumstance of Force Majeure shall be given by Fax/e-mail addressed to the other party within 10 working days of its occurrence. This Fax/e-mail shall be confirmed by letter dispatched within 4 week along with a certificate from the relevant Chamber of Commerce, confirming the existence of the circumstance of the Force Majeure. Only the following shall be considered as Force Majeure if they intervene before contractual delivery date and impede performance. Acts of God, war, revolutions, fire, floods, epidemics, quarantine restriction, freight embargoes and acts of State (excluding power cuts). However, should such a delay even if due to reason of Force Majeure be protracted for more than three 3 (months), Cochin Port Trust may cancel the contract, subject to the consent of the Valuer, at no charge to Cochin Port Trust.
- 3.18. The valuer has to apply for temporary entry passes to Dy. Commandant, CISF, Cochin Port Trust to enter Cochin Port Trust premises, for the personnel engaged by him for valuation works at Cochin Port Trust. Required passes shall be issued by The Dy. Commandant, CISF, Cochin Port Trust.
- 3.19. **Alterations and Additions:** Should any alterations or additions to the valuation work, not involving extra cost to the valuer be considered necessary or expedient by either party and be mutually agreed or in writing, the valuer shall execute the same without any charge beyond the contract price. But if the Port desires any alterations or additions involving extra cost to the Valuer, the Valuer before executing the same, arrive at a mutual agreement regarding the cost and time for such alterations and additions.
- 3.20. **Credentials of personnel engaged in the assignment:** The valuer ensure that the personnel engaged by him for the assignment is qualified and has experience in similar type of valuation work.
- 3.21. **Changes in constitution of firm:** In the case of a tender by partners, any change in the constitutions of the firm shall be forthwith notified by the Valuer to the Secretary for his information.

3.22. **Governing Law:** The contract shall be governed by and interpreted in accordance with the laws of India, unless otherwise specified in special conditions of contract.

3.23. Disputes if any shall be under the jurisdiction of courts in Cochin Corporation limits only.

3.24. **Termination:** The Contract shall be terminated under following circumstances:

3.24.1. Termination for Default: The Cochin Port Trust, without prejudice to any other remedy for the breach of Contract, by written notice of default sent to the Valuer, may terminate the contract:

3.24.1.1. If the valuer fails to complete the assignment within the period specified in the Contract, or within the any extensions granted by the Cochin Port Trust pursuant to Clause 3.15 above.

3.24.1.2. If the valuer fails to perform any other obligation under the contract.

3.24.1.3. If the valuer, in the judgment of the Cochin Port Trust has engaged in fraud and corruption, in competing for or in executing the contract.

4. SCHEDULE 'A' - LIST OF DOCUMENTS TO BE UPLOADED (Technical Bid)

Cl. No.	Description of Documents	For documents submitted, mark "Yes"
2.3	Cost of Tender Documents in the form of DD/BC.	
2.4	EMD in the form of DD/BC.	
2.6	Tender document including addendum/corrigendum duly filled (except price schedule), signed and stamped on all the pages.	
2.7.1	Copy of certificate of incorporation/registration	
2.7.2	Copy of Work Order & satisfactory completion certificate of the client	
2.7.3	Copies of profit and loss statements and balance sheets duly attested by a Chartered Accountant for the last 3 years, IT Return	
2.14.2.7	Details of financial stability (Schedule C).	
2.14.2.7	Structure of organization (Schedule D).	
2.14.2.7	Details of experience (Schedule E).	
2.11	Power of Attorney in favour of person authorized to sign the tender document. POA in original/ in photocopy in favor of a signatory to the tender submitted shall be duly authenticated by a Notary Public. In case of a Proprietorship concern, a declaration of the same along with proof. In case of Partnership Firm all partners shall together authorize one partner by Power of Attorney. In case of a company, a resolution of Board of Company, authorizing any person to bid in the tender, sign all tender documents and for carrying out all activities in connection with Tender, when awarded.	
2.14.2.5	Copy of GST,PAN etc.	
	Undertaking that no changes have been made in the tender document downloaded (Annexure I).	

Note: All the documents submitted by the Tenderer filled and page numbered or properly marked. Tenderer is required to mention relevant page numbers / marking of his offer while filling up the above format.

Signature of Tenderer with date and seal

5. SCHEDULE 'B' - PRICE SCHEDULE

Sl. No.	Description of Land	Area in acres	Lumpsum Amount offered for valuation excluding GST(in Rupees)	GST (%)	Total lumpsum amount offered including GST(in Rupees)
1	Willingdon Island, SER Area	879.80	X		
2	Vallarpadam (SEZ and non SEZ area) & Bolgatty	502.27			
3	Puthuvypeen (SEZ and non SEZ area)	762.43			
4	Palluruthy DLB	9.79			
5	Fort Kochi	4.76			
6	Ernakulam (near Cochin Shipyard Ltd), Pachalam, Thevara (near ferry)	18.10			
7	Cochin Fisheries Harbour	19.00			
Total					
Total Amount in words. (.....)					

Place:

Signature of the Tenderer :

Date:

Name :

Address :

Seal :

6. SCHEDULE 'C' - DETAILS OF FINANCIAL STABILITY

6.1. FINANCIAL TURNOVER OF THE TENDERER DURING THE LAST THREE YEARS ENDING ON 31-03-2020.

SL. NO.	FINANCIAL YEAR	TURN OVER (RS.)
1.	2017-2018	
2.	2018-2019	
3.	2019-2020	

6.2. BANK DETAILS OF TENDERER
NAME OF THE BANK :
ADDRESS OF THE BANK :
BRANCH :
ACCOUNT NUMBER :
IFSC CODE :

Signature of Tenderer with date and seal

7. SCHEDULE 'D'- STRUCTURE OF ORGANISATION

Name of tenderer :
Postal address :

Telephone :
Telex/fax :
E-mail :
Contact person :
Telephone :
Mobile :
Telex/fax :
E-mail :

Nature of organisation : Proprietary/ Partnership/ Private Ltd Co. /Public Ltd. Co.
Names of directors :

Registration no: of firm/ company :
Date of registration :

Authority of authorised signatory :

Attach copies of registration of Firm/Company, details of Proprietor/Partners/Directors
Attach certified copies of Partnership Deed/Memorandum and Articles of Association.

Signature of Tenderer with date and seal

8. SCHEDULE 'E' - DETAILS OF EXPERIENCE

DETAILS OF SIMILAR WORKS MADE DURING THE LAST SEVEN (7) YEARS						
Sl. No.	Particulars of works done by the Tenderer	Value of contract (Rs.)	Completion period as per contract (days)	Actual completion time(days)	Year of completion	Name & postal address of client with Telephone No./e-mail

Attach the copies of Work orders and satisfactory performance report from the clients.

Signature of Tenderer with date and seal

9. ANNEXURE-I

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

To

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

Dear Sir,

We.....do
hereby confirm that no changes have been made in the tender document downloaded and submitted by us
for the Tender No : **EM/ T/223/SoR Revision/Valuation/2020**

Yours faithfully,

Signature

Name & Designation

10. FORM I - FORM OF AGREEMENT

[TO BE EXECUTED ON KERALA STAMP PAPER (Rs.200/-)]

AGREEMENT NO. of.....

This agreement is made at Cochin this the-----day of -----, Two Thousand-----
 between----- represented
 by Sri. ----- aged -----years, son of Sri. ---
 ----- residing at -----

----- (House name and No.) ----- District -----
 ----- State ----- (hereinafter referred to as “The Valuer” which expression
 shall include their successors, assignees and administrators) of the one part AND the Board of Trustees of
 Port of Cochin, Willingdon Island, Cochin-9, a Trust formed under “Major Port Trust Act 1963”
 represented by the Secretary (hereinafter referred to as “The Employer” which expression shall include
 their successors, assignees and administrators in the office) of the other part.

Whereas the “Employer” had called for the tenders for supply of “**Valuation of land of Cochin Port Trust at various villages in Ernakulam District**” vide Tender Notice : **EM/ T/223/SoR Revision/Valuation/ 2020** and the contractor had submitted a tender for the same giving the rates subject to the terms and conditions etc. And whereas the said tender of the valuer has been accepted by the employer and a Work Order No.-----dated-----
 -----has been issued to the valuer accepting their tender subject to INSTRUCTIONS TO TENDERER, GENERAL CONDITIONS OF CONTRACT, and such other Contract Documents. And as per one of the terms of the above Work Order, an agreement has to be executed between the valuer and the employer.

NOW THESE PRESENTS WITNESES AS FOLLOWS:

1. The valuer hereby agrees to supply “**Valuation of land of Cochin Port Trust at various villages in Ernakulam District**” as described in the schedule, its annexure etc. at the rates shown there under subject to INSTRUCTIONS TO TENDERER, GENERAL CONDITIONS OF CONTRACT, all hereunto annexed within ----- from the date of receipt of Work Order or in default to forfeit and pay to the employer the sum of money mentioned in the said conditions.
2. The valuer has furnished a Bank Guarantee for ----- (Rupees -----
 -----only) vide Bank Guarantee No.-----
 ----- dated----- from----- Bank, in lieu of Security Deposit for the due and proper fulfilment of the contract. The valuer further agrees that the aforesaid Bank Guarantee will be kept valid until three month beyond the expiry of the Guarantee Period. The valuer also agrees that the Bank Guarantee furnished in lieu of Security Deposit for the due and proper fulfilment of the contract will be suitably enhanced so as to cover 10% cost of any additional items/ works that may be required for the proper completion of the contract or otherwise the employer can deduct such additional amounts towards Security Deposit from the Valuer's bills.

The following documents shall be deemed to form and be read and construed as part of this agreement viz:

(list of relevant documents- will be furnished by Port)

The Conditions given in the Work Order No.....dated -----shall over-ride the General Conditions given in the tender document, wherever they differ. Any of the counter terms and conditions of the valuer shall not be taken as terms and conditions of this contract/ agreement unless the Trustees in writing specifically agree to it.

IN WITNESS WHEREOF THE VALUER hereunto set his hand and seal And on behalf of the Board of Trustees of Port of Cochin, the Secretary has set his hand and seal and common seal of Trustees as has been hereunto affixed the day and year first written above.

Signed, sealed and delivered

by Shri. -----

of M/s -----

VALUER

(COMMON SEAL OF THE FIRM)

Signed and affixed seal in the presence of:

Signature with address:

Signed, sealed and delivered by

the Secretary,

Cochin Port Trust on behalf of

Board of Trustees of Port of Cochin.

EMPLOYER

Signed and affixed the common
seal of Board of Trustees of the
Port of Cochin in the presence of

1)

2)

11. FORM II - PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT
(TO BE EXECUTED ON STAMP PAPER WORTH RS.200/-)

Guarantee Bond No.

In consideration of the Board of Trustees of the Port of Cochin (hereafter called the "Port Trust" which expression shall include their successors and assignees) having accepted the tender No..... datedsubmitted by M/s.....(name & address of valuer)....(hereinafter called " the said tender") for(name of work)..... as per the Secretary, Cochin Port Trust's Work Order No: ----- dated and having agreed to exempt M/s.....

.....(name & address of valuer)..... (hereinafter called as the "Valuer (s)" which expression shall include their successors and assignees) from the demand under the terms and conditions of the said tender and the agreement to be executed between the Port Trust and the said valuer and which shall include any amendments, alterations or additions made with the mutual consent between the parties (hereinafter called " the said agreement") of Security Deposit for the due fulfilment by the said valuer(s) of the terms and conditions contained in the said tender and Agreement, on production of a Bank Guarantee for Rs.(Rupees only).

We ,..... (Name of Bank) (hereinafter referred to as "the Bank") do hereby undertake to pay to the Port Trust an amount not exceeding.....(Rupees... ..only) against any loss or damage caused to or suffered by the or would be caused to or suffered by the port Trust by reason of any breach by the said Valuer(s) of any of the terms or conditions contained in the agreement.

We, Bank Ltd., do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Port Trust stating that the amount claimed is required to meet the recoveries due or likely to be due from the said valuer(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

We,..... Bank Ltd., undertake to pay to the Port Trust any money so demanded notwithstanding any dispute or disputes raised by the valuer(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the valuer(s) shall have no claim against us for making such payment.

We Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Port Trust under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer – in – charge on behalf of the Port Trust certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said valuer(s) and accordingly discharges this guarantee.

We,..... Bank Ltd., further agree with the Port Trust that the Port Trust shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of

performance by the said valuer(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port Trust against the said valuer(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said valuer (s) or for any forbearance act or omission on the part of the Port Trust or any indulgence by the Port Trust to the said valuer(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the valuer(s).

We, Bank Ltd., lastly undertake not to revoke this guarantee except with the previous consent of the Port trust in writing.

This guarantee shall be valid up to unless extended on demand by Port Trust.

Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees.....) only) and unless in claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

SIGNATURE

Dated theday of.....

for Bank Ltd.