



BID DOCUMENT

For

Tender for upkeep of Priyadarsini Park, North End, Willingdon Island for a period of 5 years with annual upfront payment as tender variable on tender-cum auction

Bid Number	:	MSTC/BLR/COCHIN PORT TRUST/ 4/WILLIGDON ISLAND/20-21/2897	
	:	Date	Time
Availability of Bid Document	:	12.06.2020	10.00
Pre-Bid Meeting	:	24.06.2020	14.30
Start date of uploading by bidders	:	02.07.2020	10.00
Last date of submission of Bid	:	13.07.2020	14.30
Techno-Commercial Bid opening	:	13.07.2020	15.00
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/ 4/WILLIGDON ISLAND/20-21/2897** for upkeep of Priyadarsini Park, North End, Willingdon Island for a period of 5 years. The successful bidder should bear cost of upkeep of the park for which he will be permitted to generate revenue from the Park as per the provisions at para 4.3 of the tender document. The contract will be awarded though tender cum auction. The bidder shall offer an annual upfront payment payable to CoPT, in the attached price schedule. GST is applicable to this annual upfront payment. The allotment will be granted to the bidder, who offers the highest annual upfront payment through the 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. Details of registration with MSTC is given in section 2.13 of bid document.
- 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.
- 1.5. Earnest Money Deposit (EMD) as given in section-2.2 of the 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. Bank Details of Cochin Port Trust are given in section 2.2.1 of Bid Document.
- 1.6. The bids shall be submitted "online" strictly in accordance with the Instructions to Bidders and other terms & Conditions given in the bid document.
- 1.7. Time schedule for various activities in connection with this bid will be as follows:

Event	:	Date	Time
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Sd/-
Secretary
Cochin Port Trust
For and on behalf of the Board of
Trustees of the Cochin Port Trust

2. Instructions to Tenderers

- 2.1. **QUALIFYING CRITERIA:** The bidder shall have experience in Hospitality/Tourism Sector/ Landscaping during the last three years. The bidder shall submit proof of his experience. The tender not accompanied with the documentary evidence for qualifying criteria shall be treated as invalid.
- 2.2. **EARNEST MONEY DEPOSIT:** The tender shall be accompanied by Earnest Money Deposit amounting to Rs 12,000/- (Rupees twelve thousand only). EMD shall be remitted in either of the two methods given below:
- 2.2.1. **Through Online:** Bidders should remit EMD through RTGS/NEFT/IMPS.
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. If EMD amount has not reflected in the Bank account of Cochin Port Trust, the bid will be rejected.
- 2.2.2. **By DD/Bankers Cheque:** Bidder has the option to remit EMD 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 DDs in lieu of EMD should be put into an envelope superscribed with tender number, due date, name of bidder, unit number for which the bid is submitted. The envelope containing EMD should be dropped in the tender box marked "Estate Division", placed in the reception area, in the Ground Floor of Administrative Building, Cochin Port Trust, prior to the due date and time for submission of bid, failing which the bid will be rejected. Earnest money in the form of Cheque/ Bank Guarantee will not be accepted.
- 2.3. Bids without EMD as stated in section 2.2 will not be accepted and will be rejected without opening the contents of the techno-commercial bid.
- 2.4. The EMD shall be forfeited under following circumstances:
- 2.4.1. In the event of the bidder withdrawing / modifying his bid before the expiry of bid validity of 120 days from due date of the tender.
- 2.4.2. Failure to pay the initial Upfront Payment and Security Deposit within the stipulated/extended time, upon award of contract.

- 2.5. **Tender variable** is the Annual Upfront Payment payable by the successful bidder for the engagement. Bidders are required to quote price above the reserve price. Any price quoted not above the reserve price will not be considered and will be rejected. GST at prevailing rate will be charged extra. The bidder shall pay annual upfront payment at the beginning of each financial year. Reserve Price for the annual upfront payment has been fixed as Rs.77,000/-. The quoted amount will be escalated by 10% in every financial year during the contract period. (Upfront payment to be paid in 1st financial year is the quoted amount on Pro-rata basis, same for the 2nd year is quoted amount x 1.1, same for 3rd year is quoted amount x 1.2, and so on).
- 2.6. Bidders have to read the entire bid document carefully and should give an undertaking as per section-6 that they have accepted all terms and conditions of this tender document. Undertaking as per section-6 should be signed and uploaded in the e-tender portal.
- 2.7. Bidder should fill-in details as given in section-5 of this document on-line, which includes activities proposed in the park.
- 2.8. Validity of Bid: The bid shall remain valid for a period of 120 days from the 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.
- 2.9. Amendment of tender document: Cochin Port Trust, for any reason, whether at its own initiative or in response to query from prospective bidders, may modify the tender document by an amendment, at any time, 3 days prior to the due date of submission of the tender.
- 2.10. 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 park 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.
- 2.11. **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 building/structure (if any) (c) condition of the access road & surroundings. 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 upkeep 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 Park will be handed over on as-is where-is basis for upkeep.

- 2.12. 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.
- 2.13. 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.
- 2.14. 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 2.36.
- 2.15. Only after registration, bidder can submit bids electronically. Submission of technical bid as well as Price bid has to be done by electronic bidding through the internet.
- 2.16. Bidder will receive a unique registration number and password to log-in to MSTC e-auction site. At this stage, bidders who are in possession of Digital Signature Certificate are eligible participate in the tender process.
- 2.17. 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.
- 2.18. Bidders should make their own arrangement for bidding from a PC connected with internet. Neither CoPT nor MSTC shall be responsible for making such arrangement.
- 2.19. Both price bid & technical bid are to be submitted on line at <http://www.mstcecommerce.com>
- 2.20. Submission of on-line Bid.
2.20.1. Follow the links: www.mstcecommerce.com→ Port Lease Property → CoPT → Login →Click for Auctions→ Stage I Bid Submission→ Live Auctions →Selection of the live event→ Techno Commercial and Price Bids
- 2.21. In all cases, bidders should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- 2.22. All electronic bids submitted during the e-bid process shall be legally binding on the bidder.
- 2.23. Following document should be uploaded into the tender portal.
2.23.1. Documents to prove MQC as stated in section-2.1
2.23.2. Undertaking as per format given in section-6
2.23.3. GST Certificate/Certificate of incorporation/Partnership deed/Trade License.
- 2.24. Reserve price for the property will be displayed by the system on-screen in the Price Schedule format.
- 2.25. Then the bidder should quote annual upfront payment, he is willing to pay for the engagement. The quoted amount shall be greater than the 'Reserve Price'. Immediately, the system will display the quoted annual upfront payment, with taxes extra thereon.

- 2.26. Opening of Techno-commercial bids: Techno-commercial Bid will be opened at 15:00 hrs on 13.07.2020 in the e-bid portal <http://www.mstcecommerce.com>.
- 2.27. Opening of Price bids: Price bids of those bidders who satisfy MQC as per clause-2.1 will be opened subsequently.
- 2.28. E-auction shall be conducted after opening price bid, with highest price bid as the floor price for e-auction. Date and time of e-auction will be intimated to the qualified bidders through e-mail in advance.
- 2.29. During e-auction, a willing bidder shall get time to submit bid or improve the same as may be desired until the closing time.
- 2.30. 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.
- 2.31. In case a bidder does not participate in the e- auction, his only bid will be that given in the Price bid.
- 2.32. E-auction will not be conducted in case only one valid bid is received.
- 2.33. The bidder who has quoted the highest bid after considering the price bid and that obtained through e auction amongst all the bidders shall be treated as the successful bidder.
- 2.34. All taxes, as may be applicable from time to time shall be payable extra above the final bid amount.
- 2.35. Cochin Port will not take responsibility for any technical difficulties encountered by the bidder in participating in the e-bid.
- 2.36. Contact Person of MSTC
Sri. Vikas Kumar/ Sri Arnab Sarkar
Phone Number- 080-22260054/22266417/22379145
Email id : vkumar@mstcindia.co.in/asarkar@mstcindia.co.in
- 2.37. Contact Person of Cochin Port Trust
Sri. Rajesh Pillai, AEM (i/c), Estate Division, Cochin Port Trust.
Phone Number-04842582127
Email id: rajeshpillai@cochinport.gov.in

3. Attractions/facilities in the Park

- 3.1. The total area of the Park is approximately 4500 Sq m. Cochin Port has renewed the park recently.
- 3.2. Located in a historical place where many foreign tourists usually visit especially to Cochin Port Museum and adjacent areas.
- 3.3. Located in a highly secured and silent area.
- 3.4. Well connected with Roads and through Water ways. Situated adjacent to Embarkation Jetty, where boat connectivity to Ernakulam, Vypeen and Fort Kochi by SWTD is available.
- 3.5. The Park offers a panoramic view of Ernakulam city, opposite to the back water.
- 3.6. The visitors can use the adjacent walkway up to the Embarkation Jetty which will be maintained by the Port. This will be subject to the restrictions/security measures imposed by CoPT, time to time.
- 3.7. Motor Boat "Dorothea", commissioned in 1927, used by Sri. Robert Bristow who is the founder of Willingdon Island, is preserved in the Park as a monument.
- 3.8. Approximately 50 Cruise ships visit the Port every year. The passengers normally visit the area, while visiting the Port Museum.
- 3.9. Children play areas; benches for relaxing etc. are available.

4. Terms and conditions

4.1. **SCOPE OF WORK:** CoPT has revamped the Priyadarsani Park, North End, Willingdon Island having area of 4,500 Sq m and intends to maintain the Park as a public place where the public may take leisurely walks and strolls for pleasure. The successful bidder shall upkeep the Park and will be responsible for implementing the above vision during the contract period of five years. Details of upkeep/maintenance to be carried out are given at para-4.2. The contractor should bear cost for upkeep of the Park for which he will be permitted to generate revenue from the Park as per the provisions detailed at para-4.3.

4.2. DETAILS OF UPKEEP/MAINTENANCE TO BE CARRIED OUT BY THE CONTRACTOR IN THE PARK:

- 4.2.1. Proper maintenance and up keeping of Horticultural / Civil facilities in the park viz., landscaped area, paved area, monuments and models, play equipments, trees and plants, water tanks, etc.
- 4.2.2. Any other activity which is found required for the proper maintenance and upkeep of the park.
- 4.2.3. All materials, equipments, labour, etc required towards the maintenance / upkeep of the park to be arranged by the contractor.
- 4.2.4. Fresh Water required for the park shall be provided by the Port on Port tariff. The water meter shall be provided by the contractor and he should remit the water charges at actuals. Water for gardening can be taken through the bore well provided in the park.
- 4.2.5. Repair, maintenance of the electrical equipments/lights in the park and replacement of faulty electrical parts and lights. The Electricity shall be provided by Port on chargeable basis as per Port's tariff.
- 4.2.6. Proper upkeep of the Boat preserved in the park.

4.3. **DETAILS OF REVENUE GENERATION FROM THE PARK:** The contractor can earn revenue from the park by the following methods. The bidder can suggest additional revenue sources also from the park. It is the discretion of the Port to accept such additional suggestions.

- 4.3.1. The contractor can collect entrance fee from the visitors to the park. Port Employees including CISF and their family are exempted from paying entrance fee.
- 4.3.2. Permitting public to conduct small events like birth day party, get-together, picnic, corporate events (outdoor) etc. Usage of sound system in moderate level inside the park, after office hours and on holidays is permitted.
- 4.3.3. Contractor can install special rides inside the park to attract tourists, for which he can charge the users at rates fixed by the contractor.
- 4.3.4. The contractor can install and operate two Kiosks in the park at locations earmarked in the attached sketch. The Kiosks shall be constructed as Single-storey temporary structures with a maximum size of 3.30 x 3.30 m. The kiosks provided shall have an aesthetic look, suiting the overall ambiance of the park. Plans for the kiosks shall be got approved by the Competent Authority of the Civil Engineering Department of Cochin Port Trust. The Kiosks are intended to cater only to the visitors to the Park and hence there shall not be any opening to the Road for Kiosk-1 which is proposed to be installed adjacent to the Road. Sales of tea/coffee, snacks, ice-cream, fruits, juices, Dairy items, tourism related objects like souvenirs, artifacts, activities related to tourism, food items, etc are

permitted in the kiosk. Cooking is permitted in the kiosks for tea/coffee, and snacks only. All other food items, cooked elsewhere are permitted to be served in the park. The waste generated in the kiosks shall be removed/disposed properly at contractor's cost.

- 4.4. The contractor may add to the facilities to the Park so as to attract visitors. Logo of the firm who undertakes the upkeep contract can be displaced in the park. The Park and the surrounding area shall be maintained in hygienic condition. Throwing wastes to water body or to the other lands of Cochin Port will not be permitted. The waste generated shall be disposed off by the contractor at his own arrangement.
- 4.5. Authorized officials of Cochin Port Trust will inspect the Park regularly to verify the cleanliness and upkeep of the area. The contractor shall comply with the instructions issued by the officials, from time to time.
- 4.6. The Park shall be kept well lit at night. The contractor can provide e-toilets in the park for the visitors, if required on pay and use basis.
- 4.7. The park can be opened for public only upto 21:00 hrs. At present 3 gates are provided in the Park towards East, West and North direction. However, CoPT will have the right to control access through east and north gates for security reasons. The contractor should arrange functioning of the Park accordingly.
- 4.8. The contract will be awarded to the bidder, who offers the highest one time upfront payment through tender or through auction, subject to compliance of other terms and conditions of the tender. Notwithstanding anything contained in this tender document, the Port Trust reserves the right to accept a tender or to reject any or all of the tenders and to annul the tendering process at any time prior to its award without assigning any reason thereof.
- 4.9. The upfront payment for the first year (2020-21) on pro-rata basis plus GST along with the Security deposit of Rs.50,000/- shall be remitted to Port within 30 days from the date of Letter of Acceptance issued by Cochin Port Trust. After remittance of upfront payment & SD, the successful bidder shall enter into an agreement with the Port in line with the conditions mentioned in this tender document. The contract period will be for 5 years commencing from the date of agreement. Security deposit will be refunded after the expiry of the agreement period/on termination, without any interest.
- 4.10. The contract will be terminated, if the contractor fails to perform as per terms of the contract. In such case the security deposit will not be refunded. However, the annual upfront payment paid will be refunded on pro-rata basis. If any damage/loss is occurred to any of the properties in the Park due to the act /omission by the contractor /his staff, same shall be rectified by him, otherwise repair cost of same will be deducted from the security deposit or any other payment due to the contractor.
- 4.11. Cochin Port Trust or the contractor can terminate the contract at any time during the currency of contract, without assigning any reason thereof, after giving a notice period of one month. During such instance, the upfront payment remitted will be refunded to the contractor on pro-rata basis. SD also will be released, subject to clause 4.10.

- 4.12. On completion of the contract period, the Contractor should remove the Kiosks and any other installations/structures provided by him in the area at his own cost and hand over the area to its original condition to Cochin Port Trust in tidy and clean condition without bushes and dirt. Normal wear and tear is permissible. However, the contractor can retain the same in the Park, if mutually agreeable.
- 4.13. Authorized officials of Cochin Port Trust will inspect the park regularly to verify the upkeep/cleanliness of the area and the nature of sales/business carried out in the bunks/stalls. The Contractor shall obey the instructions issued by the officials, from time to time.
- 4.14. The contractor does not have exclusive right over the park and surrounding area.
- 4.15. Indemnify Cochin Port Trust: Cochin Port Trust shall not be responsible for any loss or damage or injury to life or property arising directly or indirectly from the use of the park and the activities in the park during the contract period. The contractor shall also indemnify Cochin Port Trust against all loss or damage or injury to life or property of any one, including third parties or claims and costs thereof arising directly or indirectly from the operation of the park due to any act or omission of contractor/his employees or any other person during the period of contract.
- 4.16. Governing Law: The contract shall be governed by and interpreted in accordance with the laws of India. Any suit or other proceedings relating to this contract shall be filed, taken by the contractor in a Court of Law only in Cochin. Any work of an electrical nature to be executed under the contract shall comply with provisions of The Electricity Act 2003 (Central Act 36 of 2003) and the Rules there under for the time being in force.
- 4.17. In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the Rules framed by the Board/Government from time to time for the protection of health and sanitation arrangements for his workers employed in Cochin Port Trust. The Contractor shall comply with the applicable EPF and ESI provisions prevailing in the time being. CoPT shall not be responsible for any lapse on the part of the contractor in this regard.
- 4.18. The Contractor shall comply with all laws prevailing in the country and shall obtain all statutory and mandatory clearances as may be required under law from time to time. The contractor 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 contract and shall be binding on the contractor.
- 4.19. Any dispute between CoPT and the contractor shall be settled by mutual negotiations failing which any party may refer the dispute to a Sole Arbitrator, appointed by the Chairman of Cochin Port Trust. Award of the Sole Arbitrator shall be final.

5. Annexure-I

1.	Name & Address of the tenderer	
2	E-mail id and Phone No.	
3	Present nature of business carried out by the tenderer	
4	Details of experience as per clause 2.1 of this tender document	

SIGNATURE OF TENDERER

6. Format of declaration by the bidder

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

- 6.1. I/We, _____ (Name of bidder) having examined the Tender Document No. MSTC/BLR/COCHIN PORT TRUST/ 4/WILLIGDON ISLAND/20-21/2897) and fully understood its content hereby submit the tender for upkeep of Priyadarsini Park, North End, W/Island for a period of 5 years tendered by CoPT, on “as is where is” basis through tender-cum-auction.
- 6.2. I/We accept all the terms & conditions of the Tender Document including its addendum, corrigendum and replies to the pre bid queries.
- 6.3. I/We have deposited requisite Earnest Money for the said tender as per procedure mentioned in the tender document.
- 6.4. I/We do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the tender.
- 6.5. 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.
- 6.6. I/We have submitted copies of the required documents as mentioned in the tender document
- 6.7. I/We have quoted the annual upfront payment payable, above the Reserve Price.
- 6.8. 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
- 6.9. 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.
1. 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

7. Format of Agreement to be executed

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

AGREEMENT NO. --- OF 2020-21

This agreement is made at Cochin this the-----day of -----, Two Thousand and Twenty between M/s.----- represented by Sri. ----- aged -----years, son of Sri. ----- residing at ----- (House name and No.) ----- District ----- State ----- (hereinafter referred to as "The Contractor" 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 body constituted under "Major Port Trust Act 1963" represented by its Secretary, Smt.-----, aged ----- years residing at ----- (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 tender for 'upkeep of Priyadarsini Park, near Port Administrative Building, W/Island for a period of 5 years' vide Tender No. ----- dated ----- and the Contractor had submitted tender dated ----- for the same giving the rates subject to the terms and conditions etc.

And whereas the said tender of the contractor has been accepted by the Employer and an order No: -----dated ----- has been issued to the contractor accepting his tender subject to the instructions to the tenderer, terms and conditions of allotment order and other stipulations pertaining to the tender all here unto annexed.

NOW THESE PRESENT WITNESES AS FOLLOWS:

1. The Contractor hereby agrees to execute the contract 'upkeep of Priyadarsini Park, near Port Administrative Building, W/Island for a period of 5 years' as described in the order, subject to the terms and conditions in the tender document all hereunto annexed for five years from the date of agreement.
2. The Contractor has furnished DD for Rs.50, 000/- (Rupees fifty thousand only) in lieu of Security Deposit for the due and proper fulfilment of the contract.
3. 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 the Employer)
 - i. Cochin Port Trust's Tender notice and Tender document No.----- dated -----.
 - ii. M/s. -----'s offer dated -----.
 - iii. Cochin Port Trust's order No: ----- dated -----.
4. The contractor has remitted Rs----- (Rupees ----- Only) towards upfront payment for 2020-21 including GST. The contractor hereby agrees to remit the annual upfront payment quoted with applicable escalation and GST within 10th April of every financial year, during the contract period.
5. The Conditions given in the order dated ----- shall over-ride the conditions in the tender document wherever they differ. Any of the counter terms and conditions

of the Contract shall not be taken as terms and conditions of this contract/ agreement unless the Board of Trustees of the Port of Cochin in writing specifically agree to it.

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

Signed, sealed and delivered

by Shri. -----

of M/s -----

CONTRACTOR

(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

EMPLOYER

Board of Trustees of Port of Cochin

Signed and affixed the common

seal of Board of Trustees of the

Port of Cochin in the presence of

1)

2)



COCHIN PORT TRUST
General Administration Dept.
(ESTATE DIVISION)
COCHIN – 9

Phone: 0484-2666412, 2582128, Fax: 0484-2668163

8. Price Schedule

Description of tender	Reserve Price for Annual upfront payment in Rs	Annual upfront payment offered without GST (GST at applicable rate is payable extra)	
		In fig	In words
(1)	(2)	(3)	(4)
Upkeep of Priyadarsini Park, near Port Administrative Building, W/Island for a period of 5 years	77,000		

NB: Quoted amount will be subject to annual escalation @10% during every financial year.

SIGNATURE OF TENDERER

9. Location Sketch

