



## BID DOCUMENT

For

Lease of 1.7773 ha (4.39 acre) of land in Willingdon Island for a period of 30 years on Annual Lease Rent basis with payment of Onetime Non-Refundable Premium (ONRP) as tender variable on tender-cum-auction for setting up Dry Cargo handling, storage and allied facilities.

<b>Bid Number</b>	:	<b>MSTC/TVC/COCHIN PORT TRUST/5/WILLIGDON ISLAND/21-22/3716</b>
	:	<b>Date</b>
	:	<b>Time</b>
<b>Availability of Bid Document</b>	:	<b>07.05.2021 10.00</b>
<b>Pre-Bid Meeting</b>	:	<b>21.05.2021 14.30</b>
<b>Start date of uploading by bidders</b>	:	<b>28.05.2021 10.00</b>
<b>Last date of submission of Bid</b>	:	<b>22.06.2021 14.30</b>
<b>TechnicalBid opening</b>	:	<b>22.06.2021 15.00</b>
<b>E-auction</b>	:	<b>Will be announced separately</b>

Estate Division  
Cochin Port Trust  
Cochin 682009

**Contents**

1. Bid Notice .....	3
2. Instructions to Bidders .....	4
3. Instructions on e –bidding procedures .....	10
4. General conditions of lease .....	13
5. Special Conditions .....	15
6. Profile of Bidder & Details of the project proposed .....	17
7. Schedule of Real estate assets put on tender.....	18
8. Location sketch.....	19
9. Format of declaration by the bidder.....	21
10. Format of Lease Deed.....	22
11. Proforma of Pre Contract Integrity Pact.....	29
12. Schedule of wharfage for bulk and break bulk cargo .....	33
13. Format of MGT .....	35
14. Format of Price bid.....	36

## 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/TVC/COCHIN PORT TRUST/5/WILLIGDON ISLAND/21-22/3716 for lease of 1.7773 ha (4.39 acre) of land in Willingdon Island for a period of 30 years on Annual Lease Rent basis with payment of Onetime Non-Refundable Premium (ONRP) as tender variable on tender-cum-auction for setting up Dry Cargo handling, storage and allied facilities. Details of the plot put up for tendering and the financial parameters are given below.

Description	Area in ha (acre)	Location	Category	Reserve Price for ONRP (Rs)	Annual lease rent as in 2021-22 (Rs.)	EMD (Rs)	Average Annual Turnover (Rs)
Plot No. B	1.7773 (4.39)	Along KPK Menon Road, Willingdon Island	Commercial	36,74,00,000	50,13,440	17,26,000	13,75,00,000

1.2. Bid documents can be downloaded from the e-auction portal <https://www.mstcecommerce.com/auctionhome/kopt/indexcpt.jsp> or from CoPT website [www.cochinport.gov.in](http://www.cochinport.gov.in) or from Central Public Procurement (CPP) Portal [www.eprocure.gov.in/cppp/](http://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 <https://www.mstcecommerce.com/auctionhome/kopt/indexcpt.jsp>. The bidders shall upload soft copy of all the required documents in the e-bid portal.

1.5. Earnest Money Deposit (EMD) as at Section 1.1 above should be remitted through RTGS/NEFT or in the form of 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 2.1 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-11) 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 onetime User ID & password for login to e-Bidding portal <https://www.mstcecommerce.com/auctionhome/kopt/indexcpt.jsp> from the service provider M/s MSTC. Details of registration with MSTC are given in 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. Time schedule for various activities in connection with this bid will be as follows:

Activity	:	Date	Time
Availability of Bid Document	:	07.05.2021	10.00
Pre-Bid Meeting	:	21.05.2021	14.30
Start date of uploading by bidders	:	28.05.2021	10.00
Last date of submission of Bid	:	22.06.2021	14.30
Technical Bid opening	:	22.06.2021	15.00
E-auction	:	Will be announced separately	

## 2. Instructions to Bidders

Bids should be submitted in accordance with the Instructions to Bidder, Instructions on e-bidding procedures, General Conditions of lease, Special Conditions, etc. of the tender document, its addendum, corrigendum and replies to pre-bid queries. The plot tendered, having an area of 1.7773 ha (4.39 acre) is located along KPK Menon Road, Willingdon Island as per the location sketch attached. The plot, at a distance of about 600 m from Q9 Berth, Ernakulam Wharf, is suitable for establishing pipeline/conveyor connection to Q9 berth for setting up automated Dry Cargo Terminals including Cement Import-cum-Bagging Terminal. Necessary Right of way permission for laying pipelines from Q9 berth to the plot will be permitted on payment of way leave charges as applicable.

**2.1. Availability of Bid Documents:** Please refer to Section 1.2 above.

**2.1. Remittance of EMD:** EMD for the plot as given in the Section 1.1 shall be remitted in either of the two methods given below:

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

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

UTR number of the transaction should be communicated to the e-mail id of the contact person of Cochin Port Trust as mentioned in Section 2.36, 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 2.1.1. If EMD amount is not reflected in the Bank account of Cochin Port Trust, the bid will be rejected.

**2.1.2. By DD/Bankers Cheque:** Bidder has the option to remit EMD as given in the section 1.1 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/ Bankers Cheque 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.

**2.2.** Bids without EMD will not be accepted and will be rejected without opening the contents of the technical bid.

**2.3. Pre-bid meeting:** A pre-bid meeting will be held in the Conference Hall of Cochin Port Trust or online through Video Conference as feasible as per the time schedule in NIT. Prospective bidders are advised to inspect the lands 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.

**2.4. 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 and has assessed the extent of the work/construction requirements for 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 intend 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 assets are 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 10.

**2.5. Minimum Guaranteed Throughput (MGT):** The bidder should offer year-wise annual MGT of Cargo to be handled through the berth connecting the plot of land and using the facilities at the plot of land for storage and allied activities for the entire period of lease, commencing from the third year of lease in Schedule-B, given in section 13. The offer of MGT should be submitted along with the Technical Bid which should be equal to or more than 3.0 Lakh Tons per annum for the entire lease period. Bids without the offer of MGT, or MGT below 3.0 Lakh Tons per annum in any year will be rejected.

**2.6. Tender variable and evaluation of tender:** Evaluation of the Price Bid will be based on the sum of ONRP quoted and NPV of Wharfage for the MGT per year of Cargo, subject to a minimum of 3.0 Lakh Tons per year, offered by the bidder for the lease period. The NPV of Wharfage is computed by multiplying the throughput of Cargo for the lease period for which MGT is applicable (28 years out of 30 years) by the Coastal Rate of Wharfage at the time of tender, and discounting annually at 6%. Coastal Rate of Wharfage as per the current SoR is at Section 12. In the-auction, the highest of the sum of ONRP quoted by the bidders and NPV of Wharfage computed as above will be the Floor Price upon which bidding will take place. The Successful Bidder will be decided on the basis of the sum of ONRP and NPV of Wharfage. There will be no provision to change the MGT offered in the Technical Bid during the-auction, and therefore, the NPV of Wharfage for the respective bidders will remain a constant. A bidder with a lower sum of ONRP and NPV of Wharfage can outbid the competition by upping the ONRP offered in the Price Bid during the-auction. The sum of ONRP and NPV of Wharfage is used only for evaluation of the bids and determining the Successful Bidder, out of which, only the ONRP is payable by the Successful Bidder for the award of lease.

**2.7. 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 ONRP/ upfront payment, Security Deposit and depreciated cost of building (if applicable).

2.7.1. No interest will be paid on the EMD from the date of its receipt until it is so refunded.

**2.8. The EMD shall be forfeited under the following circumstances:**

2.8.1. If the price quoted in the price bid is not above the Reserve Price for the land.

2.8.2. In the event of the bidder withdrawing / modifying his bid before the expiry of bid validity of 180 days from due date of the tender or as extended pursuant to Section 2.11.

2.8.3. Failure to pay ONRP/ upfront payment, Security Deposit and depreciated cost of building (if applicable) within the stipulated/extended time, upon issue of pre-acceptance letter.

**2.9.** The bidder should submit an undertaking as per Section 9 of the tender document. The undertaking should be downloaded and printed in a clearly readable form in A4 size sheet. The printed undertaking should be duly filled, signed and stamped as token of acceptance of terms and conditions of the bid, and should be scanned and uploaded in the e-bid portal <https://www.mstcecommerce.com/auctionhome/kopt/indexcpt.jsp> along with the Technical Bid. Any bid without the above is liable to be rejected.

2.10. **Minimum Qualification Criteria MQC:** The bidders that wish to participate in the tender must fulfil the following requirements without which the bids shall not be considered for detailed evaluation and auction.

2.10.1. The bidder should be a Registered Proprietorship firm or Partnership Firm or Company or other Statutory Bodies registered in India.

2.10.1.1. In case of a Sole Proprietorship firm, an affidavit of Sole Proprietorship should be submitted in the firm's letter head along with the bid.

2.10.1.2. In case of a Partnership firm, partnership deed duly notarized, should be submitted along with the bid.

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

2.10.1.4. In case of other statutory bodies, relevant documents should be submitted along with the bid.

2.10.2. Average annual financial turnover of the bidder for the last 3 years ending on 31<sup>st</sup> March, 2020 should be a minimum of Rs.13,75,00,000, as stipulated in the schedule given at section 1.1.

2.11. **Validity of Bid:** The bid shall remain valid for a period of 180 days from the date of opening of technical bid. 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.

2.12. **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, 5 days prior to the due date of submission of the tender.

2.12.1. Any amendments issued will be hosted in 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.

2.12.2. 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.

2.13. 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.

2.14. 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 3<sup>rd</sup> 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.

2.15. 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.

2.16. 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.

2.17. 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.

2.18. 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

**2.19. Submission of Bid:**

2.19.1. EMD should be submitted as per section 2.1 of this tender document.

2.19.2. For Technical bid, soft copy of following document are to be uploaded:

2.19.2.1. Undertaking as per format given in Section 9

2.19.2.2. Copies of Profit and Loss statement/ Balance Sheets/auditor's report/annual report for the past 3 years ending March, 2020.

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

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

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

2.19.2.6. Section 6 Profile of Bidder & Details of the project proposed will be displayed online at the time of submission of e-tender. Same shall be filled online itself.

2.19.3. Price Bid: Format of price bid is given in Section 14. It should be filled online by the bidder.

2.20. The bidders are required to submit both Technical bid & Price bid in '**e-bid**' mode only on <https://www.mstcecommerce.com/auctionhome/kopt/indexcpt.jsp> before the due date and time fixed for opening of technical bid.

2.21. Disclosure / indication of the Price(s) in the Technical Bid shall make the bid disqualified and will be rejected.

2.22. Technical Bid will be opened at the date and time given in section 1.9. This is not a public event.

2.23. 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.

2.24. 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 conforms to all the terms and conditions of the bid documents without any deviation or reservation.

2.25. Price bid of the bidders who are found qualified after evaluation of technical bid will be opened for evaluation as prescribed at Section 2.6 and the H1 bid so derived 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.

2.26. Highest offer received from among the 'Price bid plus NPV of wharfage of MGT' and in 'e-auction' will be considered as the H1 bid for the plot concerned.

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

2.28. **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.



2.29. **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.

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

2.31. **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 section 2.29. Cochin Port Trust reserves the right to accept the bid in part or to accept bid of different bidder for each line item of the price schedule.

2.32. **Notification of Award:** Cochin Port Trust will notify the successful bidder, in writing, that his bid has been accepted, through Pre-acceptance letter. The successful bidder shall pay to the Cochin Port Trust, ONRP/ upfront payment, Security Deposit and depreciated cost of building (if applicable) within 30 days of issue of pre-acceptance letter. Secretary, Cochin Port Trust can grant extension of time up to one month for remitting ONRP and security deposit, if requested by the successful bidder, subject to payment of applicable penal interest at the rate as per the SoR of CoPT (presently 15%). Allotment order shall be issued on remittance of the said amount.

2.33. 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.

2.34. 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.

2.35. **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.

2.36. Contact Person of Cochin Port Trust

Sri. Jimmy George, Sr.Dy.Traffic Manager, Cochin Port Trust.

Phone Number-04842582201

Email id: [jimmygeorge@cochinport.gov.in](mailto:jimmygeorge@cochinport.gov.in)

Sri. Rajesh Pillai, Asst. Estate Manager (i/c), Estate Division, Cochin Port Trust.

Phone Number-04842582127

Email id: [rajeshpillai@cochinport.gov.in](mailto:rajeshpillai@cochinport.gov.in)

2.37. **Compensation for shortfall in MGT**

2.37.1. The bidder should guarantee payment of Coastal Rate of Wharfage applicable for the Cargo as per the then prevailing SoR of CoPT for the shortfall in MGT at the end of that year if the actual throughput in a year falls below 3.0 Lakh MT per year, or any higher MGT committed by the lessee for that year.

2.37.2. The Wharfage on MGT is applicable on completion of 24 months from the date of commencement of the lease.



- 2.37.3. The lessee shall execute in advance a Bank Guarantee every financial year in favour of the FA&CAO, CoPT towards the value of Wharfage for the MGT committed for the respective year. In case the lessee fails to pay the Wharfage for the shortfall in MGT, the Bank Guarantee will be encashed to that extent.
- 2.37.4. Applicable cargo and vessel related charges have to be paid in the normal course for the actual cargo handled through ships.

### 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., 1st Floor, BSNL CTO Building, Opp Kerala State Secretariat, Mahathma Gandhi Rd, Statue, Thiruvananthapuram-695001.

3.2. Bidders are required to register themselves online with <https://www.mstcecommerce.com/auctionhome/kopt/indexcpt.jsp> 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 <https://www.mstcecommerce.com/auctionhome/kopt/indexcpt.jsp>

3.10. System Requirements :

3.10.1. Windows 7 /Windows8 Operating system

3.10.2. IE-10 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 MSTC under the “Notification” Link. Such documents will also be uploaded in Cochin Port Trust Website.
- 3.12. After remitting EMD as stated in section 2.1, the bidder should login to the e-Bidding portal of MSTC and shall submit bid online 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 online 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 online 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: <https://www.mstcecommerce.com/auctionhome/kopt/indexcpt.jsp> → Port Lease Property → CoPT → Login → Click for Auctions → Stage I Bid Submission → Live-auctions → Selection of the live event → Technical and Price Bids
- 3.14.3. The bidder should allow running 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 and cost of bid, 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 6 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 2.19.2 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 ONRP 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 ONRP, 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 at a later date with the H-1 price bid plus NPV of wharfage of MGT as the floor price for e-auction as detailed at section 2.6. 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, which is however, not mandatory. It is mandatory to have DSC for the 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 which has given the highest bid after considering price given in the Price Schedule plus NPV of wharfage of MGT and the price obtained through e-auction amongst all the bidders shall be treated as the successful bidder subject to Section 2.29.
- 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

Shri S.K Rajendran, Dy. Manager, MSTC, 1st Floor, BSNL CTO Building, Mahathma Gandhi Rd, opp. Kerala State Secretariat, Statue, Thiruvananthapuram, Kerala 695001

Phone Number- 0471-2574257 8884600700

Email id: skrajendran@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 and communicated by the Lessor.

4.2. Lease Period: The lease period shall be 30 years, from the date of handing over of possession OR from the date of execution and registration of lease deed, whichever is earlier.

4.3. ONRP: Successful bidder has to pay ONRP as quoted in the tender plus GST, within one month of date of issue of Pre-acceptance letter. The said premium is non-refundable under any circumstances.

4.4. Security Deposit: The successful bidder should pay two years' normal lease rent at the prevailing SoR as non-interest bearing refundable security deposit for the duration of the lease within one month of date of issue of Pre-acceptance letter. As and when any deduction is made from the security deposit, or if the lease rent is revised/increased, the lessee shall within a period of one month, deposit with the Lessor as additional security deposit such further amounts as will make the total security deposit equal to two years' then lease rent. The security deposit so paid shall be refundable without interest, after adjustment of any dues including but not limited to any arrears of lease rent or other amounts due to the Lessor and/or damages to the Premises, at the time of handing over vacant possession of the leased premises on the expiry or termination of the Lease.

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 FA& CAO, Cochin Port Trust, from State Bank of India or any of its subsidiaries/ Nationalized Banks/ Scheduled Banks.

Bank Details of Cochin Port Trust for e-payment  
State Bank of India, Cochin Port Trust Branch,  
A/c No.10601197375, IFSC Code – SBIN0006367.

4.6. Payment for depreciated cost of building/structures: In case there is existing building/structures in the allotted land, the successful bidder, in addition to the payments mentioned in section 4.3&4.4 above, should remit value of all the structures before taking over the land.

4.7. Handing over of leased premises: Sketches and area given are approximate and there may be marginal variations. A joint survey (if required), will be conducted after remitting payments as per the pre-acceptance letter. If any variations are noticed in the extent of area, the payments have to be regulated on pro-rata basis. Subsequently allotment order will be issued to the successful bidder for the actual extent of land. The successful bidder shall execute and register the lease deed for the plot within two months from the date of issue of the allotment order. The plot will be handed over on execution and registration of the lease deed.

4.8. Base rate of lease rent: Base rate of lease rent is notified by Tariff Authority for Major Ports (TAMP) or any other competent authority from time to time. TAMP vide G. No.304 dated 22.07.2016 had notified the base rate of lease rent, which is effective from 21.08.2016. The base rate of lease rent normally undergoes revision once every five years. The Lessee shall be liable to pay any increased rate of lease rent as per the Scale of Rates (SoR) approved by TAMP or any other competent authority from time to time.

4.9. Annual cumulative increment of lease rent: The base rate of lease rent will undergo annual cumulative increment by a fixed percentage as notified by TAMP or any other

competent authority. As per the prevailing SoR, annual cumulative increment on base rate of lease rent is 2%.

4.10. Annual Lease rent: The successful bidder shall pay during the term of lease a yearly lease rent on Commercial Purpose rate as per the SoR notified by TAMP or any other competent authority, with applicable annual cumulative increment, clear of all deductions. The annual base lease rent at Commercial Purpose rate is Rs.25,74,679 per ha per annum as per the prevailing SoR as on 21.08.2016 plus GST as per rules. After escalation, the lease rent per ha per annum for 2021-22 is Rs.28,20,818/-.

4.11. Registration of lease deed: Successful bidder shall execute and register the Lease Deed as per Section-10 within two months from date of allotment order, on Kerala State Stamp Paper of appropriate value. Cost of stamp paper and all cost and expenses for execution and registration of lease deed shall be borne by the successful bidder. Cochin Port Trust shall be entitled to cancel/terminate the allotment if the lessee does not execute the lease deed within two months from the date of allotment order.

4.12. 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. Special Conditions

5.1. The bidder shall have adequate experience for the implementation of the project [setting up Dry Cargo handling, storage and allied facilities], which shall be established with appropriate documents. In case the tenderer does not have experience of their own, they shall engage an agency who has adequate experience in the respective field. An undertaking to this effect shall be enclosed in the tender along with the experience credentials of the operator.

5.2. The bidder should furnish details about their proposed activities in the land and their current business through Cochin Port Trust (if any) along with the tender. The bidder should specify separately details of commodities, source of supply and capacity of plant. The tenders will be qualified for next stage only after perusal of the above details and if the proposed activities in the lands are acceptable to Cochin Port Trust. The lease is liable to be terminated during the lease period, if the land is used for other activities/purposes not prescribed in the tender.

5.3. Tenderers should submit a tentative project report for developing the land for the intended purpose. After taking over of the site, the successful bidder should give a bar chart for various activities connected with the developing activities to be undertaken.

5.4. The bidder should indicate the type of infrastructure proposed to be provided for unloading bulk commodities from the ship as well as loading / packing facilities.

5.5. The bidder should indicate the capacity of vessels, type of unloading gear on board and ensure productivity in operations as per established norms.

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

5.7. The successful bidder should set up the facilities using modern technology ensuring environment standards and there should not be leakages or dust emanating from the plant. The bidder should acquire ISO 14001 certificate. Pneumatic suction technology or any environment friendly technology should be used for movement of cargo in bulk. Public liability insurance need to be availed.

5.8. The successful bidder shall obtain all statutory clearances as may be required as per law from the concerned Authorities / Department before execution / commissioning of the project. The installation should comply with flight funnel restrictions of the Indian Navy.

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

5.10. Proper environmental/Pollution control safe guards as per law must be incorporated in the design and implementation of the project. The lessee has to obtain Air quality certification periodically from the statutory authority as desired by the Cochin Port Trust.

5.11. Successful bidder shall maintain the existing drains if any in the plot properly as per lease condition or provide new drains with the approval of CoPT.

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

5.13. Truck parking / loading platforms must be properly laid out and the roads inside the plot must be black topped to prevent dust generation.

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

5.15. The successful bidder has to construct the Security Compound wall around the leased plot at their own cost after obtaining approval from Civil Engineering Department of CoPT.

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

5.17. The successful bidder should not construct any permanent/temporary structure without the prior permission of Cochin Port in the plot allotted to them.

5.18. The successful bidder should ensure proper disposal of all wastages generated in the leased premises during the lease period.

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



- 5.20. The commercial area shall be provided with adequate lighting, drainage and security facilities for safe operations.
- 5.21. The successful bidder shall strictly follow the environmental regulations.
- 5.22. All the conditions mentioned in the draft lease deed format attached at section-10 shall be binding on the successful bidder.

**6. 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

2017-18 :

2018-19 :

2019-20 :

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 (approx) (in MW) :

Requirement of water (approx) (in KL) :

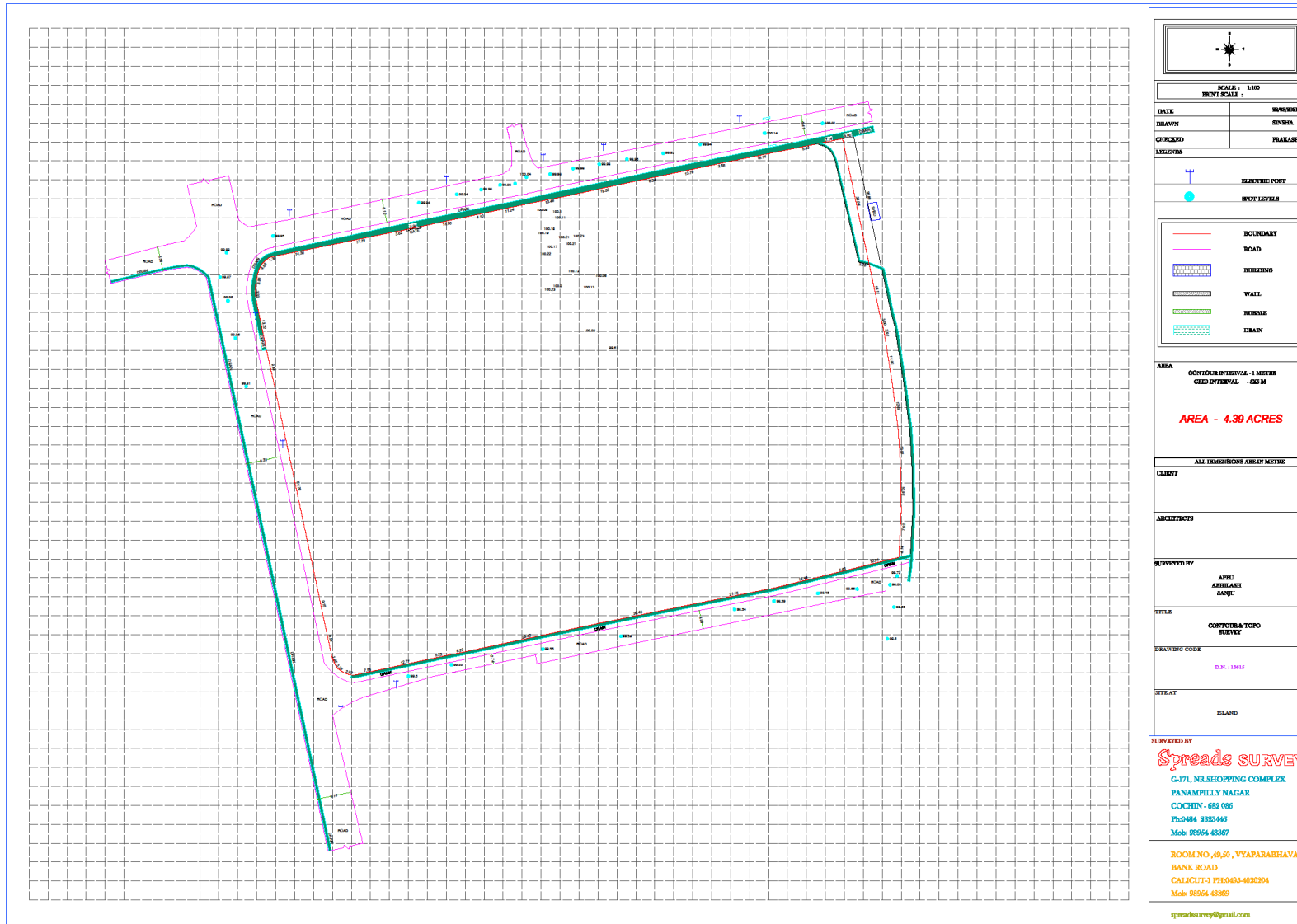
(Signature)

(Designation & Seal of Office)

**7. Schedule of Real estate assets put on tender.**

S No	Description of land	Total area in ha (acre)	Location	Category	Reserve Price for ONRP (Rs)
1	Plot No. B	1.7773 (4.39)	Along KPK Menon Road	Commercial	36,74,00,000

**8. Location sketch**



**9. 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/TVC/COCHIN PORT TRUST/5/WILLIGDON ISLAND/21-22/3716 )and fully understood its content hereby submit the tender for allotment of real estate asset tendered by CoPT, on “as is where is” basis through tender-cum-auction.
2. I/We accept all the terms & conditions of the Tender Document including its addendum, corrigendum 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 Onetime Non-refundable Premium payable, above the Reserve Price and offered MGT equal or above 3,00,000 tonnes per annum.
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

**10. Format of Lease Deed**

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 Trusts Act, 1963 represented by its ..... Shri..... Son of.....aged..... years residing on Willingdon Island, Thoppumpady Village, Cochin Taluk, Ernakulam District, Kerala State (hereinafter called "the Lessor") of the 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 tendered premises on the terms and conditions herein contained.

NOW THEREFORE THIS DEED WITNESSETH that in consideration of the premium paid as stated hereunder and rent to be paid as herein provided and other terms and conditions on the part of the Lessee to be observed, the Lessor does hereby grant to the Lessee, a lease of ALL THAT piece of land containing by admeasurement ..... or thereabouts, situated on Willingdon Island, which piece of land is more particularly described in the schedule hereunder written and for greater clearness delineated with the boundaries thereof in the plan annexed hereto (hereinafter referred to as the "leased premises") TO HOLD the same for the term of Thirty (30) years from the .....day 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 premium for the lease of the leased premises an amount of Rs.....(Rupees.....only) with GST, the said premium being non refundable under any circumstances.
  - b) The Lessee shall pay the Lessor during the said term of lease a yearly lease rent, clear of all deductions, of Rs..... (Rupees.....only) (corresponding to the base lease rent of Rs..... per hectare per annum for the base year ..... as fixed by TAMP in its order dated ..... and increased by 2% annual cumulative increment) with 2% annual cumulative increment in the lease rent after every financial year. The base lease rent will undergo upward revision after every block of five (5) years from the base year based on the then existing Scale of Rates. If the base lease rent is not revised after the first block of five years then the Lessor shall be entitled to revise the same at any time thereafter. The Lessee shall be liable to pay any increased rent calculated on the basis of the Scale of Rates approved by TAMP from time to time
  - c) The Lessee has deposited with the Lessor as Security Deposit towards rent an amount of Rs..... (Rupees.....only) equivalent to two year's current lease rent, the receipt of which the Lessor hereby acknowledges. As and when the lease rent is revised/increased, the Lessee shall deposit with the Lessor as additional security deposit such further amounts as will make the total security deposit equal to two years' then lease rent. The security deposit so paid shall be refundable without interest, after adjustment of any dues including but not limited to any arrears of lease rent or other amounts due to the Lessor and/or damages to the Premises, at the time of handing over vacant possession of the leased premises on the expiry or termination of the Lease.
  - d) The Lessee shall pay to the Lessor the yearly lease rent in two half-yearly installments, one, on or before the 30<sup>th</sup> day of September and the other, on or before the 31<sup>st</sup> day of March, every financial year for the period April to September and October to March respectively and proportionately if the period in question is not a full half year.
  - e) If the Lessee defaults in payment of the rent at any time, necessary adjustments shall be made by the Lessor from the amount of security deposit and the Lessee shall immediately make up the corresponding deficit in the security deposit.



- f) The Lessee shall from time to time and at all times during the said term pay and discharge all rates, taxes, charges, and assessments of every description now subsisting, including arrears if any, accrued due 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 stated above and the Lessee shall be solely responsible for any loss or damage arising out of this.
- i) The Lessee shall execute and register the Lease Deed at the earliest, within a period of two months from the date of issue of allotment order. The property will be handed over with effect from the date of registration of the License Deed

**2.**

- a) The Lessee shall use the leased premises only for the purpose(s) ie. \_\_\_\_\_ for which the leased premises has been allotted/ leased, unless otherwise approved by the Lessor.
- b) The Lessee shall not make any unnecessary excavation or remove or appropriate any minerals, mineral substances of any description, sand or clay, from the leased premises. Any such materials obtained from the leased premises should be placed or disposed of as directed by the Chief Engineer of the lessor or his/its authorized representative.
- c) If the Lessee fails to utilize the leased premises for the purpose for which it is allotted, within two years (24 months) of the allotment / handing over of the leased premises by the Lessor, the Lessor shall have the right to terminate the lease and repossess the leased premises. 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 for the land involved in such stages for the period of delay.
- d) All plans for the development of leased premises shall be got approved by the Competent Authority of the Civil Engineering Department of the Lessor. The plan should also be got approved by the Local Authority concerned before commencement of any work.
- e) Building/structure(s) erected on the leased premises shall not be occupied until a completion/occupation certificate is obtained from the Civil Engineering Department of the Lessor.
- f) The Lessee shall have quiet and peaceful possession of the leased premises, subject to their fulfilling the terms and conditions contained herein.
- g) The Lessee shall utilise the maximum permissible area of the leased premises for the construction of structures/allotted purpose.If the Lessee does not or is not able to utilize the entire leased premises leased to him, the portion of the leased premises not required by him should be surrendered without any liability for payment of compensation. If the Lessee fails to adhere to the same or the Lessee does not surrender the unutilised portion of the leased premises the Lessor shall have the right to repossess without any claim for compensation whatsoever, the whole or part of the portion of the leased premises left unutilized and use the same in any manner deemed expedient by the Lessor. In case there is any dispute regarding the extent of land that should be utilized for the

construction/allotted purpose or the extent to be repossessed, the decision of the Board of the Lessor shall be final and binding.

- h) The Lessee shall not at any time without the previous consent in writing of the Lessor erect or suffer to be erected on the leased premises any building(s)/structure(s) other than those approved by the Lessor or make any alteration in the plan or elevation of the said buildings or use the leased premises for any purpose other than that approved by the Lessor.
  - i) The Lessee shall obtain all statutory and mandatory clearances as may be required under law including environmental clearances from appropriate authorities, before execution/commissioning of the project and from time to time thereafter.
  - j) The Lessee shall observe and perform in accordance with all Port Regulations/directions and follow all safety norms as may be prescribed by the competent/statutory authorities from time to time and the same are deemed to be a part of the lease deed and shall be binding on the Lessee.
  - k) This lease shall be governed by provisions of the Major Port Trusts Act, 1963, Indian Ports Act, 1908 and all directives issued by the Government of India from time to time. It shall be binding upon the Lessee to comply with all such directives issued by the Government of India and communicated by the Lessor.
  - l) The Lessee shall at all times during the subsistence of the lease maintain the leased premises in good sanitary condition and repair and keep the building(s)/structure(s) erected and /or to be erected on the leased premises in good and tenantable condition. If the Lessee fails to maintain the leased premises in good sanitary condition and repair and the building(s)/structure(s) erected and /or to be erected on the leased premises in good and tenantable condition or as directed by the Lessor the Lessor may, if necessary, arrange for execution of necessary works to maintain the leased premises in good sanitary condition and repair and the building(s)/structure(s) erected and /or to be erected on the leased premises in good and tenantable condition and the Lessor shall be entitled to recover the costs incurred for the execution of such works from the Lessee.
  - m) If, on request in writing by the Lessee the Lessor removes/relays/reroutes or causes removal/relay/re-routing of any utility services such as underground or overhead electric lines, telegraphic or telephonic lines, water pipelines, drains etc., from the leased premises, the Lessee shall pay the Lessor the cost of such removal within fourteen days from the date on which demand in writing for such cost is served on the Lessee.
  - n) The Lessee will pay for any damage done by him/it or his/its Employees/workers or agents during the aforesaid period to any property of the Lessor on the leased premises or land adjacent thereto.
  - o) The Lessor shall not be responsible to the lessee or any other person(s) for any loss or damage or injury to life or property arising directly or indirectly from the use of the leased land and the activities the lessee is engaged in on the leased premises during the period of lease. The Lessee shall also indemnify the Lessor against all loss or damage or injury to life or property of any one including third parties or claims and costs thereof arising directly or indirectly from the use of the leased premises by the Lessee and the activities the lessee is engaged in the leased premises during the period of lease.
  - p) Hoarding or advertisement board shall not be erected in the leased premises without the written permission of the Lessor.
  - q) The Lessors and their authorized agents shall be entitled to enter the leased premises at any time and inspect the same
- 3.**
- a) The lessee shall not underlet or otherwise sublease the leased premises or the building(s)/structure(s) erected or to be erected thereon or any part thereof. Any sub-lease of the leased premises or any part thereof or of the building to be erected thereon or any part thereof shall be treated as unauthorized and shall make the lease liable for termination/cancellation.

- b) The lessee shall not assign or transfer the leased premises or the building(s)/structure(s) erected or to be erected thereon or any part thereof without obtaining prior approval of the Lessor. Any assignment or transfer of the leased premises or any part thereof or of the building to be erected thereon or any part thereof without prior permission of the Lessor shall be treated as unauthorized and shall make lease liable for termination/cancellation. The Lessee shall be liable to pay such charges, fees or levy as are prescribed from time to time by the Lessor for assignment or transfer of Lease. The Lessee further undertakes to discharge any and all liability of the original lessee, including the remittance of dues, towards the Port, which may at any time be demanded by the Port on account of transfer as per rules and if the transferor extracts premium on the transfer of the lease, fifty percent of such premium shall also be paid to the Lessor. 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 reputed financial institutions / scheduled Banks.
- d) The lessor shall retain the first charge on the leased premises or its lease hold interest on mortgaging the 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 the mortgaging the leased premises or its lease hold interest.

4.

- a) The Lessee may terminate the lease at any time before the expiry of the lease period on giving six months prior notice in writing to the Lessor 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.
- e) The Lessor shall be entitled to cancel/terminate the lease before expiry of lease period if the Lessee does not execute the lease deed within six (6) months from the date of handing over of the leased premises by the Lessor.
- f) The Lessor shall be entitled to cancel/terminate the lease before expiry of lease period if the Lessee is declared insolvent or bankrupt or is unable to pay its debts or makes a composition with its creditors or if a trustee, liquidator, receiver or administrator is appointed to take over the assets or the business or the undertaking of the Lessee or if a substantial portion of the assets, property, revenues or business of the Lessee is confiscated or expropriated by the Government (Central or State) or any governmental agency or third party or if the law relating to the sick companies applies to the Lessee or the Lessee is dissolved or wound up or if an

order shall be made or an effective resolution is passed for the winding up of the Lessee or the Lessee is reconstituted or the business or operations of the Lessee is closed either due to disputes inter-se amongst its stakeholders or otherwise.

- g) Notwithstanding anything contained hereinbefore, it is expressly agreed and understood that the Lessor shall be entitled to terminate the lease at the risk and the cost of the lessee in the event of violation if any, of the provisions hereof by the lessee which is not rectified within a period of ninety (90) days of a notice issued in this behalf by the Lessor.
- h) If the Lessee commits any breach or violates any provision of this Lease Agreement, the Lessor may, without prejudice to its right to terminate the Lease, impose appropriate penalty on the Lessee depending upon the nature/ magnitude of breach/ violation. Such penalty may be imposed after giving a reasonable opportunity to the Lessee to present his case.
- i) After the expiry or earlier termination of lease if the Lessee continues to occupy the Leased Premises such occupation shall be unauthorized and without prejudice to the right of the Lessor to evict the Lessee for such unauthorized occupation, the Lessee shall be liable to pay compensation for wrongful use and occupation at three times the annual lease rent applicable as per the then prevailing Scale of Rates (SOR) of the Lessor for lands in the similar category in the area where the leased premises is situated, irrespective of whether land was originally allotted on upfront 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 premises 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 / 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 (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 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.

**FORMULA PRESCRIBED FOR PAYMENT OF COMPENSATION**

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

- 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. Minimum Guaranteed Throughput:**

- I. The Lessee agrees to undertake export/import of ..... per year as detailed below through Cochin Port as Minimum Guaranteed Throughput (MGT) by it beginning from ..... (Date). If the Lessee fails to achieve the said MGT in any financial year, the Lessee shall be liable to pay Coastal Rate of Wharfage applicable for the Cargo as per the then prevailing SoR of CoPT for the shortfall in quantity in that financial year. Provided, however, that if the reason for not achieving the MGT by the Lessee is on account of change in the Government Policy regarding the import/export of the commodity dealt with by the Lessee, a suitable relaxation in the MGT will be made by the Lessor at its discretion. Applicable cargo and vessel related charges have to be paid in the normal course for the actual cargo handled through ships.
- II. The lease shall also be liable for termination if the Lessee fails to achieve the MGT for three consecutive financial years without any justifiable reason.
- III. The Coastal Rate of Wharfage for the shortfall in MGT calculated as above shall be payable by the Lessee within .... Months from the expiry of the relevant financial year. The lessee shall execute in advance a Bank Guarantee every financial year in favour of the FA&CAO, CoPT towards the value of Wharfage for the MGT committed for the respective year. In case the lessee fails to pay the Wharfage for the shortfall in MGT, the Bank Guarantee will be encashed to that extent. If the Lessee fails to pay or the Lessor is unable to recover the Wharfage for the shortfall in MGT for any reason whatsoever, the Lease shall be liable to be terminated.

**7.**

- 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 correspondence exchanged between the Lessor and the Lessee as detailed below shall form part and parcel of this lease agreement and shall be binding on both the parties.
  - i)
  - ii)
  - iii)
  - iv)

**8.**

The Schedule above referred to:

Registration District : Ernakulam  
Registration Sub District : Ernakulam  
Taluk : Kochi  
Firka :  
Village : Thoppumpady  
Desom : Willingdon Island  
Survey No. : 2578  
Sub Division No. : 4  
Area (hectares) : 1.7773  
Limit : Corporation of Cochin  
Tenure : Lease

**DESCRIPTION**

All the piece and parcel of land situated on \_\_\_\_\_

**BOUNDARIES**

South :By Road  
West :Marar Road  
North :KPK Menon Road  
East :Railway line and Road

The plan above referred to it appended.

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

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

Witness(1)  
(2)

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

Witness(1)  
(2)

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

## 11. 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.

## 12. Schedule of wharfage for bulk and break bulk cargo

(Rate in Rs.)

Sl. No.	Description of commodity	Unit	Coastal	Foreign	
1	Raw Cashew Nut	MT	41.97	69.94	
2	(i). Thermal Coal	MT	65.29	65.29	
	(ii). Coal other than Thermal Coal, coke, wood charcoal, firewood	"	39.17	65.29	
3	Petroleum Coke	"	39.17	65.29	
4	<b>Construction and building materials</b>				
	(i). Sand, stones, Granite, Marble	MT	36.37	60.61	
	(ii). Cement	"	61.19	101.89	
	(iii).Clinker, Clay, Chalk	"	56.08	93.37	
5	Defence goods #	MT	182.67	304.37	
6	<b>Fertiliser - raw material &amp; finished - at Q10 Berth</b>				
	(i). Sulphur	MT	47.80	79.50	
	(ii). Rock phosphate	"	43.95	73.09	
	(iii). Finished fertilisers	"	39.87	66.44	
	<b>Fertiliser - raw material &amp; finished at other Berths</b>				
	(i). Sulphur	MT	66.80	111.32	
	(ii). Rock phosphate	"	61.44	102.35	
	(iii). Finished fertilisers	"	55.84	93.03	
	7	Food grains, oilseeds, cereals, pulses, bran of all kinds	MT	47.44	79.03
	8	Fuel for Ship's bunkers	MT	33.57	55.96
9	Liquid cargo				
	(i). Crude oil - at Port Berth	MT	120.07	120.07	
	(ii). Crude oil - SBM *	MT	25.00	25.00	
	(iii). POL products - at Port Berth	MT	120.07	120.07	
	(iv). POL products and other liquids - STS	MT	29.14	29.14	
	(v). Liquid ammonia	MT	99.90	166.47	
	(vi). Phosphoric acid	MT	91.74	152.83	
	(vii). Sulphuric Acid	MT	91.74	152.83	
	(viii). Petrochemicals	MT	84.16	140.12	
	(ix). Molasses, edible oils & other liquids	MT	76.47	127.30	
10	Metals, Metal products, Machinery & Project Cargo	MT	78.34	130.56	
11	Metal Scrap	MT	62.95	104.92	
12	Minerals and ores				
	(i) Zinc Concentrate	MT	61.19	101.89	
	(ii) Others	MT	56.08	93.37	
13	<b>Motor vehicles except Motorcycles</b>				
	(i). By RO-RO system	Per vehicle	1258.99	2098.30	
	(ii). Other than by RO-RO system @	Per vehicle	2517.95	4196.60	
14	Motor Cycles	Per vehicle	349.72	582.87	
15	Oil cakes & fodder	MT	54.91	91.40	
16	Salt	MT	17.60	29.26	
17	Ship stores, provisions	MT	38.15	63.59	
18	Soda Ash	MT	17.49	29.14	
19	Sugar, Raw Sugar	MT	52.12	86.72	

20	Sludge, Oily waste	MT	75.54	125.90
21	<b>Wood, timber and products</b>			
	(i). Timber logs	Cu M	28.56	47.56
	(ii). Wood, bamboo, wood products	MT	65.86	109.69
	(iii). Wood Pulp	MT	48.26	80.31
22	Any item other than those specified above.	MT	69.94	116.58

**13. Format of MGT**

Bidders should quote Minimum Guarantee Throughput (MGT) from 3<sup>rd</sup> year onwards for entire lease period

Sl. No.	Year	Year-wise MGT offered (Minimum 3.0 Lakh Tons per year)
1	1 <sup>st</sup> year	Construction period
2	2 <sup>nd</sup> year	Construction period
3	3 <sup>rd</sup> year	
4	4 <sup>th</sup> year	
5	5 <sup>th</sup> year	
6	6 <sup>th</sup> year	
7	7 <sup>th</sup> Year	
8	8 <sup>th</sup> year	
9	9 <sup>th</sup> year	
10	10 <sup>th</sup> year	
11	11 <sup>th</sup> year	
12	12 <sup>th</sup> year	
13	13 <sup>th</sup> year	
14	14 <sup>th</sup> year	
15	15 <sup>th</sup> year	
16	16 <sup>th</sup> year	
17	17 <sup>th</sup> year	
18	18 <sup>th</sup> year	
19	19 <sup>th</sup> year	
20	20 <sup>th</sup> year	
21	21 <sup>st</sup> year	
22	22 <sup>st</sup> year	
23	23 <sup>rd</sup> year	
24	24 <sup>th</sup> year	
25	25 <sup>th</sup> year	
26	26 <sup>th</sup> year	
27	27 <sup>th</sup> year	
28	28 <sup>th</sup> year	
29	29 <sup>th</sup> year	
30	30 <sup>th</sup> year	

Note: This schedule shall be duly filled sealed, signed, scanned and attached along with the submission of online technical bid.

**14. Format of Price bid**

(to be filled up online)

Sl. No	Description of land / plot number.	Area in ha (acres)	Reserve Price for Onetime Non-refundable onetime premium in Rs	Onetime Non-refundable onetime premium offered for the plot (Excluding GST) in Rupees	
				In fig	In words
(1)	(2)	(3)	(4)	(5)	(6)
1	Plot No. Balong KPK Menon Road for setting up Dry Cargo handling, storage and allied facilities	1.7773 (4.39)	36,74,00,000		