



कोचिन पत्तन प्राधिकरण
Cochin Port Authority

BID DOCUMENT

For License of open Area

**Bid Number : MSTC/TVC/COCHIN PORT/01/WILLIGDON
ISLAND/23-24/1194**
**Availability of Bid Document : From 10:00 hrs on 03.04.2023 to 15:00 hrs. on
02.05.2023**
Last date of submission of Bid : 15:00 hrs on 02.05.2023
Technical Bid opening : 15:00 hrs on 02.05.2023
E-auction : Will be announced separately

Estate Division
Cochin Port
Cochin 682009

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1. Notice inviting bid and Instructions for bidding

1.1. Electronic bids (e-bids) in single stage two bid system (Technical Bid and Price Bid) is invited by the Secretary, Cochin Port, Willingdon Island, Cochin 682009 vide bid No. MSTC/TVC/COCHIN PORT /01/WILLIGDON ISLAND/23-24/1194 for licensing of 5 open Area in Willingdon Island for a period of 5 years with monthly license fee as tender variable on tender-cum-auction. Bids should be submitted in accordance with the Instructions to Bidder and Conditions of license.

1.2. Bid Document can be downloaded from www.cochinport.gov.in; www.eprocure.gov.in/cppp/or <https://www.mstcecommerce.com/auctionhome/kopt/indexcpt.jsp> from 03.04.2023 to 15:00 hrs on 02.05.2023.

1.3. E-bids can be submitted up to 15:00 hrs on 02.05.2023. Technical bids will be opened on 02.05.2023 at 15:00 hrs.

1.4. Date & Time of e-auction will be announced later.

1.5. Details of Real Estate Assets

S No	Open space description & location	Area in Sq m (Cents)	Reserve Price of Monthly License Fee (Rs.)	EMD (Rs.)
1	Unit-13-Open space, Backwater side of Malabar Hotel, along Malabar Road	101 (2.5 cents)	4721	5665
2	Unit-14- open space, Backwater side of Malabar Hotel, along Malabar Road	35 (0.871 cents)	1636	1963
3	Unit-15- Open space along water front	278 (6.87 cents)	12994	15593
4	Unit-16-Open space along Malabar Road	224 (5.53 cents)	10470	12564
5	Unit-18 –Open space Back water side of Malabar Hotel, along Malabar Road	111 (2.74 cents)	5188	6226

1.6. The property will be allotted on 'as is where is' condition and the successful bidder can repair/ modify the same suitably, without any permanent construction, with the approval of the Civil Engineering Department of Cochin Port. The required repairs to the structures if any during the license period also should be carried out by the Licensee. After the license period, the property shall be returned to Port in a condition, not inferior than the initial condition. However, normal wear and tear is acceptable. If the bidder propose to use the open area for stacking of loose cargo, height restriction based on the specific gravity of cargo material will be imposed in the allotment order, so as to avoid possible settlement ..

1.7. **Tender variable:** Tender Variable (Bidding Parameter) of the tender is the monthly license fee for the property. Reserve Price of the Tender Variable is the monthly license fee as per the Scale of Rates (SoR) as approved by the Tariff Authority for Major Ports (TAMP) or any other Competent Authority in accordance with the Major Port Authorities Act, 2021, which is stated in the price bid. Bidders are required to quote price above the reserve price. Any price quoted not above the reserve price for the property will not be considered and will be rejected. GST at prevailing rate will be charged extra.

1.8. **Minimum Qualification Criteria (MQC):** Bidders must submit the following proof of entity to qualify in the bidding, which should be uploaded in the portal. Bids which do not satisfy the MQC will be summarily rejected and will not be considered for further evaluation.

1.8.1. Proof of entity:

1.8.1.1. In case of individual: Adhaar Card/ PAN / Election Commission Photo ID Card/Passport.

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

1.8.1.3. Existing licensee should clear all dues payable to CoPA to be eligible to participate in the tender. Offer of existing licensees having dues will be rejected.

1.8.1.4. Proposals from religious institutions or political institutions or for religious purposes shall not be entertained.

1.9. **Remittance of EMD:** EMD shall be derived at 10% of the license fee for the plot for one year as per the SoR. EMD as given in the section1.5 shall be remitted in either of the two methods given below:

1.9.1. **Through RTGS/NEFT:**

Bank Details of Cochin Port, are given below:

Name of Bank : State Bank of India

Name of Branch : Cochin Port

IFSC Code : SBIN0006367

Account No : **41401802288**

Account Holder's Name: Cochin Port

UTR number of the transaction should be communicated to the e-mail id of the contact person of Cochin Port as mentioned in Section 1.40, at least one day before the date and time of opening of e-tender. Cochin Port will verify receipt of EMD as referred in the UTR number, in the Bank account mentioned above. If EMD amount has not reflected in the Bank account of Cochin Port, the bid will be rejected.

1.9.2. **By DD/Bankers Cheque:** Bidder has the option to remit EMD as given in the section1.5 in the form of the DD/Bankers Cheque from a Scheduled / Nationalized bank, drawn in favour of FA&CAO, Cochin Port, payable at Cochin. Original DDs in lieu of EMD should be put into an envelope superscribed with tender number, due date, name of bidder and 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, prior to the due date and time for submission of bid, failing which the bid will be rejected. Earnest money in the form of Cheque/ Bank Guarantee will not be accepted.

1.10. Bids without EMD as stated in section1.5 will not be accepted and will be rejected without opening the contents of the Technical bid.

1.11. **Refund of EMD:** 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 property. The EMD of successful bidder will be refunded on remittance of License Fee as applicable and Security Deposit.

1.12. **Forfeiture of EMD:** The EMD shall be forfeited under following circumstances:

1.12.1. If the price quoted in the price bid is not above the reserve price for the property.

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

1.12.3. Failure to pay the initial one month's license fee and Security Deposit within the stipulated/extended time upon award of allotment order.

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

1.14. **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; and (c) condition of the access road & surroundings, and has assessed the extent of the work/construction requirements to utilize the allotted property for utilization. It is also deemed that they are fully aware of all the applicable laws and applicable permits pertaining to the purpose for which they intent to use the premises. The Port shall not be liable for any mistake or error or neglect by the bidder in respect of the above. The tendered asset is offered on "as is where is basis". Previous licensees might have made modifications/improvements to the asset under tender at their cost after obtaining approval of CoPA. If the existing licensee of such asset emerges the successful bidder, they are permitted for continued use of such asset with the said modifications/improvements. In case the existing licensee is not the successful bidder, they are required to reinstate the asset to its original condition, if demanded by CoPA, before handing over the asset.

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

1.16. **Validity of Bid:** The bid shall remain valid for a period of 90 days from date of opening of technical bid. Cochin Port, for any reason, whether at his own initiative or in response to query from prospective bidders, may modify the Tender document by an amendment, at any time, 3 days prior to the due date of submission of the tender.

1.17. Details of property offered are given in section 1.5 of this document.

1.18. This e-bid of Cochin Port is executed through the service provider MSTC Ltd , 1st Floor, BSNL CTO Building, Mahatma Gandhi Rd., Opp. Kerala State Secretariat, Statue, Thiruvananthapuram, Kerala – 695 001.

1.19. 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. The bidder shall pay Rs.1,000/- +GST to MSTC as registration charge. Validity of the registration will be one year. The bidder can extend the validity by paying the above/modified charge per year.

1.20. Bidders will receive a system generated mail confirming their registration in the mail id which the bidder has provided at the time of filling in the registration form. This e mail should be forwarded to the contact persons of MSTC mentioned in section 1.39.

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

1.22. 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.

1.23. 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.

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

1.25. Both price bid & technical bid are to be submitted on line at <https://www.mstcecommerce.com/auctionhome/kopt/indexcpt.jsp>

1.26. Submission of on-line Bid.

1.26.1. 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

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

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

1.29. **Submission of Bid:** The bidders are required to submit 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. The following documents should be uploaded in the tender portal.

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

1.29.2. Documents to prove MQC as stated in section 1.8

1.29.3. Undertaking as per format given in section 3.

1.30. Price Bid should be filled online by the bidder.

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

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

1.30.3. Immediately, the system will display the quoted monthly license fee for the total area of the property, with taxes extra thereon.

1.31. **Opening of Technical bids:** Technical Bid will be opened at 15:00 hrs on 02.05.2023 in the e-bid portal <https://www.mstcecommerce.com/auctionhome/kopt/indexcpt.jsp>.

1.32. **Opening of Price bids:** Price bids of those bidders who satisfy MQC as per clause 1.8 will be opened subsequently.

1.33. **E-auction** shall be conducted after opening price bid, with highest price bid as the floor price for e-auction. Date and time of e-auction will be intimated to the qualified bidders through e-mail in advance.

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

- 1.33.2. In case of submission of any bid within eight minutes immediately before closing time of e-auction, the system will allow further bid by any other technically qualified bidders for the next eight minutes from the time of submission of last online bid. This will go on till no bid is received within eight minutes of the last bid received. Once the period of eight minutes without any bid is over, the bidding will automatically closed and no further bidding will be allowed by the system.
- 1.34. In case a bidder does not participate in the e- auction, his only bid will be that given in the Price bid.
- 1.35. E-auction will not be conducted in case only one valid bid is received for the plot.
- 1.36. The bidder who has quoted the highest bid after considering the price bid and that obtained through e-auction amongst all the bidders shall be treated as the successful bidder for each property.
- 1.37. All taxes, as may be applicable from time to time shall be payable extra above the final bid amount.
- 1.38. Cochin Port will not take responsibility for any technical difficulties encountered by the bidder in participating in the e-bid.
- 1.39. Contact Person of MSTC
Sri.S.K.Rajendran, Dy. Manager, MSTC, 1st Floor, BSNL CTO Building, Mahatma Gandhi Rd., Opp. Kerala State Secretariat, Statue, Thiruvananthapuram, Kerala – 695 001, Phone Number- 0471-2574257 8884600700
Email id: skrajendran@mstcindia.co.in
- 1.40. Contact Person of Cochin Port
Sri.Shibu.M.S.,Asst. Engineer(C), Estate Division, Cochin Port.
Phone Number-0484-2582194
Email id: shibu.ms@cochinport.gov.in

2. General conditions of license

- 2.1. **Applicable Acts and directives:** This license shall be governed by provisions of the Major Port Authorities Act, 2021, Indian Ports Act, 1908, Policy Guidelines for Land Management by Major Ports (PGLM), 2015 and all directives issued by the Government of India from time to time. It shall be binding upon the licensee to comply with all such directives issued by the Government of India and communicated by the Licensor.
- 2.2. **Scope of license:** What is tendered and allotted under this tender is only a license to use the property and the licensee does not have right to possess the property to the exclusion of Cochin Port. The property is only temporarily allotted on license basis for the period stated in the final allotment order, starting from the date as stated in section 2.8 of this document. The license is not automatically renewable. Any further extension, if at all, is at the sole discretion of the Port Administration. Allotment of property does not in any manner confer any right whatsoever over continued occupation / stay in the licensed property. Cochin Port reserves the right to terminate the license at any time after giving one month notice for vacating the property.
- 2.3. **Pre-acceptance letter:** On acceptance of bid by Cochin Port, a Pre-acceptance letter will be issued to the successful bidder for remitting one month's accepted license fee and security deposit. If the payments are not made within the stipulated time, the allotment is liable for cancellation with forfeiture of EMD.
- 2.4. The successful bidder shall pay to the Cochin Port the accepted monthly license fee, quoted in the tender-cum-auction for one month along with GST as applicable, within 30 days of date of receipt of Pre-acceptance letter.
- 2.5. **Security Deposit:** The successful bidder should pay 6 months' accepted monthly license fee as non-interest bearing refundable security deposit for the duration of the license within 30 days of the date of receipt of Pre-acceptance letter. As and when any deduction is made from the security deposit, the licensee shall within a period of one month, deposit with the CoPA as additional security deposit such further amounts as will make the total security deposit equal to 6 months' then prevailing license fee. The security deposit so paid shall be refundable without interest, after adjustment of any dues including but not limited to any arrears of license fee or other amounts due to the Licensor and/or damages to the Premises, at the time of handing over vacant possession of the licensed premises on the expiry or termination of the license. In case the license is for six months or less, the security deposit shall be 3 months' accepted monthly license fee.
- 2.6. **Mode of Payment:** All payments to Cochin Port shall be made through e-payment or by Demand Draft drawn in favour of the Financial Advisor & Chief Accounts Officer, Cochin Port, from State Bank of India or any of its subsidiaries/ Nationalized Banks/ Scheduled Banks.
- 2.7. **Bank Details of Cochin Port for e-payment**
State Bank of India, Cochin Port Branch,
A/c No. **41401802288**, IFSC Code – SBIN0006367.
- 2.8. **Taking over of property and commencement of license:** On receipt of the one month's advance license fee and security deposit, the property will be handed over (after joint survey, if required), and the license period will commence from the said date.

- 2.9. **Allotment order:** Allotment Order will be issued on handing over the property.
- 2.10. **Execution of deed:** The licensee shall execute and register a license deed within six (6) months from the date of allotment order as per the format given at Section-6 **Error! Reference source not found.**, failing which the allotment will be liable to be cancelled. Further, in case at any time during the license period, the monthly license fee quoted by the bidder along with the escalation on approved rate undergoes upward revision due to the revision of the SoR by the TAMP or any other Competent Authority, the licensee shall, within a period of 6 months, execute and register a supplementary deed to the registered license deed for the period covered by such revision, for the enhanced rent only. However, delays beyond the control of the licensee in execution and registration of the license deed, explained to the satisfaction of the Secretary, CoPA, shall be excluded from the above six (6) months. License deed shall be executed and registered through payment of applicable stamp duty and registration charges of the Government of Kerala at the cost of the successful bidder/licensee.
- 2.11. **License fee payable:** The quoted and accepted monthly license fee for the property shall be paid throughout the license period in advance during every month as per the invoices issued by the Port with 2% annual cumulative escalation. Taxes as applicable are to be paid extra. The Scale of Rates (SoR) with the base rate of license fee is notified by the Tariff Authority for Major Ports (TAMP) or any other Competent Authority from time to time. The TAMP vide G. No.476 dated 18.10.2021 has notified the SoR, which is effective from 17.11.2021 for a period of five years. The base rate of license fee normally undergoes annual cumulative escalation of 2%, and gets revised through revision of the SoR, normally, once every five years. The first escalation will be effected to the license fee quoted on 17.11.2022, after the expiry of one year from the effective date of the current SoR, and likewise in the following years until the SoR is revised by the Competent Authority, whereby new rates and revised date of escalation will be effective. In case at any time during the license period, the monthly license fee quoted by the bidder along with the escalation on approved rate is found less than the license fee as per the SoR upon revision of the SoR, the licensee is bound to pay the license fee as per SoR with annual escalation prescribed therein.

3. Undertaking by the bidder

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

- 3.1. I/We, _____ (Name of bidder) having examined the Tender No.MSTC/TVC/COCHIN PORT /xx/WILLIGDON ISLAND/22-23/xxxx and fully understood its content hereby submit the tender for allotment property tendered by CoPA, on “as is where is” basis for through tender-cum-auction.
- 3.2. I/We accept all the terms & conditions of the Tender Document, including its addendum/corrigendum etc.
- 3.3. I/We do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the tender.
- 3.4. I/We do hereby undertake that I/we have not made any payment or illegal gratification to any person/authority connected with the bidding process of tender so as to influence the bidding process and have not committed any offence under the PC Act in connection with the bid.
- 3.5. I/We have submitted copies of the required documents to prove MQC
- 3.6. I/We have quoted the rate of monthly license fee payable, above the Reserve Price.
- 3.7. I / We understand that Cochin Port 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.
- 3.8. I / We hereby undertake that we will abide by the decision of Cochin Port in the matter of examination, evaluation and selection of successful bidder and shall refrain from challenging or questioning any decision taken by Cochin Port in this regard.

Name & Signature of the bidder with office seal
Date

Witness

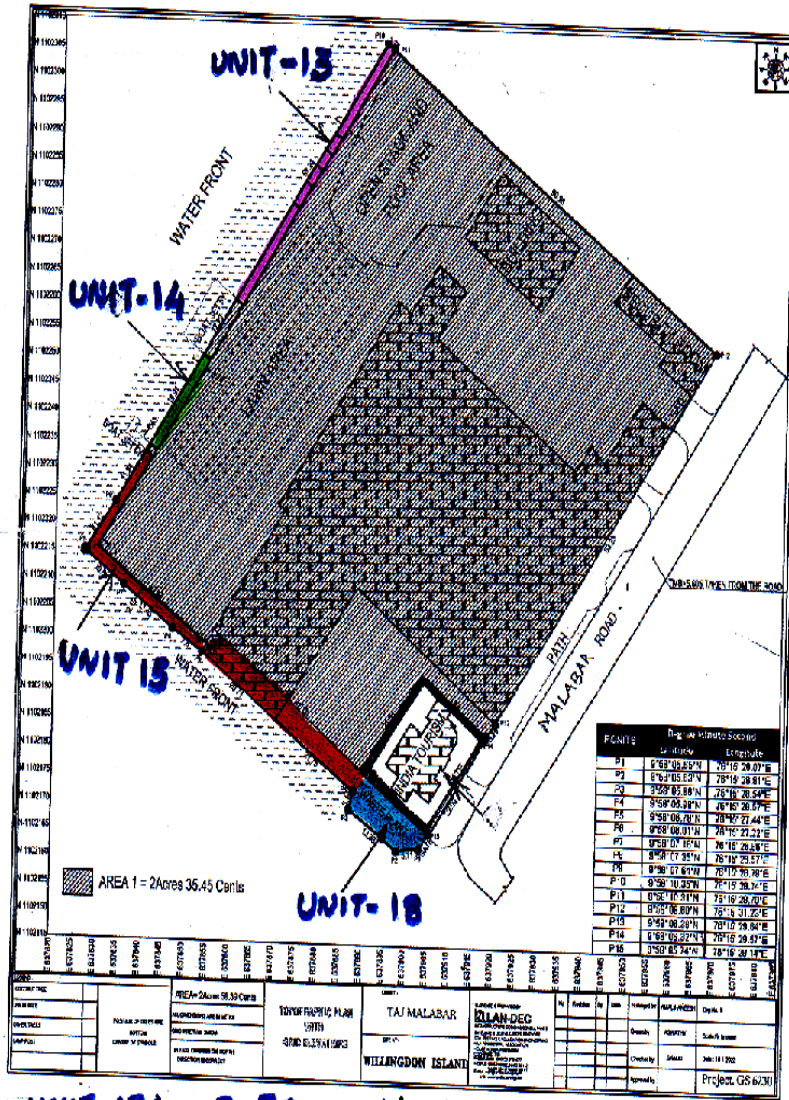
Sl No.	Name	Address	Signature
1			
2			

4. Profile of Bidder& Details of the project proposed

- 4.1. Name of the bidder :
- 4.2. Address for communication :
- 4.3. Address of local/ branch office if any :
- 4.4. Date of incorporation and commencement of business :
- 4.5. Parent Company, if any :
- 4.6. PAN Number of bidder :
- 4.7. GST Registration Number :
- 4.8. Brief description of the bidder, including years of Operations of the existing business , the extent it involves/is dependent on Port based activities, etc.:
- 4.9. Details of existing business, if any, in the Port with details of cargo handled (attach Separate sheet/document, if required)
- 4.10. Details of the existing business of the bidder :
- 4.11. Past experience of the bidder in implementing, operating and management of similar projects (details of project):
- 4.12. Annual Turnover for the past 3 years
 - 2019-20 :
 - 2020-21 :
 - 2021-22 :
- 4.13. Brief description of the project for which the land is proposed to be licensed (attach separate sheet/document, if required).
 Note: If the activities proposed by the bidder are not acceptable to Cochin Port the bid will be rejected.
- 4.14. If there is any tie-up with foreign companies, please furnish the details :
- 4.15. Brief details of structures proposed to be erected/constructed :
- 4.16. Likely date of commissioning of the facility :
- 4.17. Requirement of power (approx) (in MW) :
- 4.18. Requirement of water (approx) (in KL) :

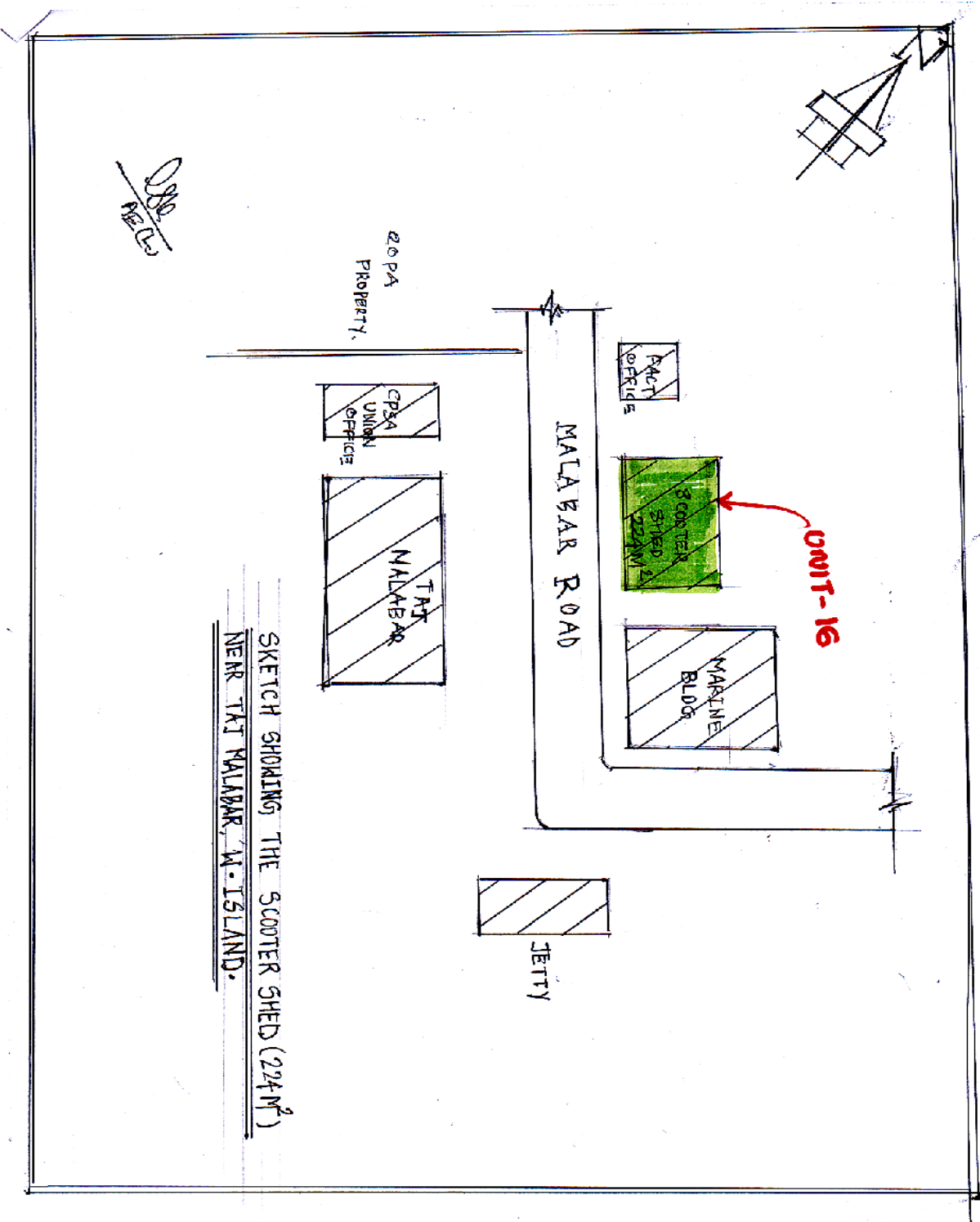
5. Location sketches

SKETCH SHOWING THE OPEN SPACE, ADJACENT TO TAJ MALABAR MALABAR ROAD, W. ISLAND.



UNIT-13: 2.50 cents (101 m²)
 UNIT-14: 0.871 " (35 m²)
 UNIT-15: 6.87 " (278 m²)
 UNIT-18: 2.74 " (111 m²)

[Handwritten signature]
 REC



6. Format of License Deed for Open Area (Tender)

Licensee
rep. by its

THIS DEED OF LICENSE is made on the day of Two thousand and (...../20--) BETWEEN THE BOARD OF MAJOR PORT AUTHORITY FOR COCHIN PORT known as COCHIN PORT AUTHORITY, a Body corporate under the Major Port Authorities Act, 2021, having its Administrative office at Willingdon Island, Cochin-682 009, having PAN-AAALC1134F, represented by its Shri/Smt..... Son/Daughter of.....aged..... years residing at,, Kerala State (hereinafter called "the LICENSOR") of the one part; AND..... (hereinafter called "the LICENSEE") of the other part:

WHEREAS pursuant to Notice Inviting Tenders issued by the Licensor, the Tender submitted by the Licensee has been accepted by the Licensor and the Licensor has agreed to allot to the Licensee by way of License the Open Area on the terms and conditions herein contained.

NOW THEREFORE THIS DEED WITNESSETH that in consideration of the license fee to be paid as herein provided and other terms and conditions on the part of the Licensee to be observed, the Licensor does hereby grant to the Licensee, License of land containing by admeasurement ----- or thereabout situated on ----- which part of premises is more particularly described hereunder written and for greater clearness, delineated with the measurement thereof in the plan annexed hereto (hereinafter referred to as the "licensed premises") TO HOLD the same for a term of XXXX (X) years from the ----- day of -----(i.e., the date of handing over of the open area) to the ----- day of ----- (month & year) , for the purpose (s) it is allotted ie. -----, subject to the following conditions:-

1.

1.1. The Licensee shall pay the Licensor during the said term monthly license fee, clear of all deductions, of Rs..... (Rupees..... only) as quoted in the tender (over the base license fee of Rs.45.82/- per Sq m per month applicable for Open Area as per the Scale of Rates (SoR) with effect from 17.11.2021) with 2% cumulative annual escalation on the license fee plus applicable taxes. The SoR with the base rate of license fee is notified by the Tariff Authority for Major Ports (TAMP) or any other Competent Authority from time to time. The TAMP vide G. No.476 dated 18.10.2021 has notified the SoR, which is effective from 17.11.2021. The said base rate of license fee is subject to annual cumulative escalation of 2% or any other rate approved by the Competent Authority, and periodical revisions in the SoR by the Competent Authority. The first escalation will be effected to the license fee quoted on 17.11.2022, after the expiry of one year from the effective date of the current SoR, and likewise in the following years until the SoR is revised by the Competent Authority, whereby new rates and revised date of escalation will be effective. In case at any time during the license period, the monthly license fee quoted by the bidder along with the escalation on approved rate is found less than the monthly license fee as per the SoR upon revision of the SoR, the licensee is bound to pay the license fee as per SoR with annual escalation prescribed therein.

- 1.2. The Licensee has deposited with the Licensor as Security Deposit towards license fee an amount of Rs.....(Rupees.....only) equivalent to 6 months current license fee, the receipt of which the Licensor hereby acknowledges. As and when the license fee is revised / increased, the licensee shall deposit with licensor an additional security deposit or such further amount as will make the total security deposit equal to 6 months then license fee. The security deposit so paid shall be refundable without interest, after adjustment of any dues including but not limited to any arrears of license fee or other amounts due to the Licensor and/or damage to the premises, at the time of handing over vacant possession of the licensed premises on the expiry or termination of the License.
- 1.3. The License fee for every month should be paid in advance to the Port's Financial Advisor & Chief Accounts Officer by the Licensee on or before the 10th day of every month.
- 1.4. If the Licensee defaults in payment of the license fee at any time, necessary adjustments shall be made by the Licensor from the amount of security deposit and the Licensee shall immediately make up the corresponding deficit in the security deposit.
- 1.5. The Licensee shall from time to time and at all times during the said term, pay and discharge all rates, taxes, charges towards electricity and water, and assessments of every description now subsisting, including arrears, or which may at any time hereafter during the said term, be imposed, charged or assessed upon the licensed premises.
- 1.6. The Licensee shall be bound to pay interest on all overdue payments from the date when the same becomes due at the rate as specified in the Scale of Rates for the time being in force, and as revised from time to time, subject to a minimum of Rs.100/- (Rupees one hundred only), it being made clear that the liability for payment of interest shall not affect the other rights accruing to the Licensor on account of such defaults on the part of the Licensee.
- 1.7. If the Licensee makes default in payment of the License fee, electricity & water charges, cargo and vessel related charges, or any other dues to the Licensor under this Agreement or otherwise and/or interest as provided hereinbefore, the Licensor shall be entitled to terminate this agreement and cancel the License forthwith and takeover complete possession of the Open Area. The Licensee shall thereupon forfeit all his/its rights hereunder and shall remain liable for any sum then due by the Licensee and also for any loss which may be caused to the Licensor by reasons of such default. The Licensor also reserves the right to disconnect electricity & water connection and stop all port related services to the Licensee in the event of non-payment of any of the dues as stated above and the Licensee shall be solely responsible for any loss or damage arising out of this.
- 1.8. The Licensee shall execute and register the license deed at its cost through payment of applicable stamp duty and registration charges of the Government of Kerala within six (6) months from the date of handing over of the licensed premises by the Licensor. Further, in case at any time during the license period, the monthly license fee quoted by the bidder along with the escalation on approved rate undergoes upward revision due to the revision of the SoR by the TAMP or any other Competent Authority, the licensee shall, within a period of 6 months, execute and register a supplementary deed to the registered license deed for the period covered by such revision, for the enhanced rent only. However, delays beyond the control of the licensee in execution and registration of the license deed, explained to the satisfaction of the Secretary, CoPT, shall be excluded from the above six (6) months.

2.

- 2.1. The Licensee shall use the Licensed premises only for the purpose(s) ie. for which the licensed premises has been allotted/ Licensed, unless otherwise approved by the Licensor, failure of which may lead to termination of the License.
- 2.2. The Licensee shall not make any unnecessary excavation or remove or appropriate any minerals, mineral substances of any description, sand or clay, from the licensed premises. Any such materials obtained from the licensed premises should be placed or disposed of as directed by the Chief Engineer of the Licensor or his/its authorized representative.
- 2.3. All plans for the development of licensed property shall be got approved by the Chief Engineer, Cochin Port. Any alterations / modifications / additions to the structures / buildings / space done without the prior approval of the Chief Engineer will be treated as violation of the license condition and the license would be liable to be terminated without notice, at the risk and cost of the licensee. The plan should also be got approved by the Local Authority concerned as the case may be before commencement of any work.
- 2.4. If the Licensee does not or is not able to utilize the entire area of the licensed premises, the portion of the licensed premises not required by him should be vacated without any liability for payment of compensation. If the Licensee fails to vacate the unutilized portion of the Licensed premises, the Licensor shall have the right to takeover complete possession without any claim for compensation whatsoever, the whole or part of the portion of the licensed premises left unutilized and use the same in any manner deemed expedient by the Licensor.
- 2.5. The Licensee shall observe and perform in accordance with all Port Regulations/directions and follow all safety norms as may be prescribed by the competent/statutory authorities from time to time and the same are deemed to be a part of the License deed and shall be binding on the Licensee.
- 2.6. The licensee shall have quiet and peaceful use of the licensed property, subject to their fulfilling the terms and conditions contained herein, however without in any matter compromising the right of the Cochin Port to enter the property.
- 2.7. The Licensee shall utilize the maximum permissible area of the Licensed premises for purpose for which it is allotted. If the Licensee does not or is not able to utilize the entire licensed premises licensed to him, the portion of the licensed premises not required by him should be vacated without any liability for payment of compensation. If the Licensee fails to adhere to the same or the Licensee does not vacate the unutilized portion of the licensed premises the Licensor shall have the right to takeover complete possession without any claim for compensation whatsoever, the whole or part of the portion of the Licensed premises left unutilized and use the same in any manner deemed expedient by the Licensor. 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 vacated, the decision of the Board of the Licensor shall be final and binding.
- 2.8. This License shall be governed by provisions of the Major Port Authorities Act, 2021, Indian Ports Act, 1908, Policy Guidelines for Land Management by Major Ports and all directives issued by the Government of India from time to time. It shall be binding upon the Licensee to comply with all such directives issued by the Government of India and communicated by the Licensor.

- 2.9. The licensee shall obtain all statutory and mandatory clearances as may be required under law including environmental clearances from appropriate authorities, before undertaking any activity and from time to time thereafter and also comply with all the norms as laid down by these statutory authorities.
- 2.10. It shall be the responsibility of the licensee to keep the surroundings adjoining their property clean and devoid of any wild growth or waste.
- 2.11. The licensee shall at all times during the subsistence of the license maintain the licensed premises in good sanitary / hygiene condition and repair, and keep the premises in good and tenable condition including painting of the premises. If the licensee fails to do so, the licensor may arrange for execution of necessary work to maintain the licensed premises in good sanitary condition and the licensor shall be entitled to recover the cost incurred for the execution of such work from the licensee.
- 2.12. The Licensee shall not obstruct or suffer to be obstructed the entrances, doorways, passages or staircase.
- 2.13. The Licensee shall not at any time without the previous consent in writing of the Cochin Port erect or suffer to be erected on the licensed property any structure(s) other than those approved by Cochin Port or make any alteration in the plan or elevation of the said buildings or use the licensed property for any purpose other than that approved by Cochin Port.
- 2.14. The Licensee will pay the Licensor for any damage done by him/it or his/its Employees/workers or agents during the License period, to any property of the Licensor or the licensed premises.
- 2.15. The Licensee shall keep the Port informed when any toxic or hazardous cargo is warehoused in the licensed premises.
- 2.16. The Licensee shall not carry on any offensive trade or unlawful business in the Licensed premises and not place or keep or permit to be placed or kept on the licensed premises any offensive, dangerous or highly inflammable or explosive material or any other article or things, which may constitute a danger, nuisance or annoyance to the licensed or surrounding premises or the owners or occupiers thereof.
- 2.17. If, on request in writing by the licensee, the licensor removes/relays/re-routes or causes removal/relay/re-routing of any utility services such as underground or overhead electric lines, telegraphic or telephonic lines, water pipelines, drains etc., from the licensed premises, the licensee shall pay the licensor the cost of such removal within fourteen days from the date on which demand in writing for such cost is served on the licensee.
- 2.18. The Licensee shall carry on his business in the licensed premises without causing nuisance or annoyance to the licensed or surrounding premises or the owners or occupiers thereof.
- 2.19. The licensor shall not be responsible to the licensee or any other person (s) for any loss or damage or injury to life or property arising directly or indirectly from the use of the licensed property and the activities the licensee is engaged in the licensed property during the period of License. The licensee shall also indemnify the licensor against all loss or damage or injury to life or property of any one including third parties or claims and costs thereof arising directly or indirectly from the use of the licensed property by

the licensee and the activities the licensee is engaged in the licensed property during the period of license.

- 2.20. The Licensee shall display his business address in front of the premises in which the licensed premises is located in the manner required by the Licensee. However, no hoarding or advertisement board shall be erected in the licensed premises without the written permission of the Licensor.
- 2.21. The Licensor and their authorized agents shall have the right and power to enter the licensed premises at any time and to inspect the same.
- 2.22. The Licensee shall not assign, transfer, underlet or otherwise sublet the licensed premises. Sub-letting of the licensed premises shall be treated as unauthorized and shall make the License liable for termination/cancellation.
- 2.23. The Licensee shall not create any charge in respect of the licensed premises.

3.

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

4.

- 4.1 The Licensee may terminate the License at any time before the expiry of the License period on giving one month's prior notice in writing to the Licensor or by paying one month's license fee at the then prevailing rate, in lieu thereof. And the Licensor doth hereby further agree that upon receipt of such notice the Licensee shall be entitled to remove all structures/ fixtures which at any time during the currency of this License shall have been erected or fixed by the Licensee upon the Licensed premises without any claim to any compensation whatever and vacate the Licensed premises to the Licensor.
- 4.2 On expiry of the License period, the Licensee shall vacate the licensed premises restored to its former condition.
- 4.3 Upon any breach or non-observance by the Licensee or by a person claiming through or under the Licensee of any of the aforesaid covenants or conditions herein provided or the breach or violation of any provision of this Agreement, the Licensor may enter upon the Licensed part of premises and takeover complete possession of it as if this License had not been granted, and thereupon this license shall absolutely determine and the Licensee shall be entitled within fifteen days from the date of such possession by the Licensor to remove all structures/ partitions and fixtures which at any time during the currency of this License shall have been erected or affixed by the Licensee upon the Licensed premises without any claim to any compensation whatsoever.
- 4.4 The Licensor shall be entitled to cancel / terminate the License before expiry of License period if the Licensee does not execute the License deed within six (6) months from the date of handing over. Further, the Licensor shall be entitled to cancel/terminate the license before expiry of the license if the Licensee fails to execute and register the supplementary deed mentioned above, within a period of 6 months. However, delays beyond the control of the licensee in execution and registration of the license deed, explained to the satisfaction of the Secretary, CoPT, shall be excluded from the above six (6) months.

- 4.5 The Licensor shall be entitled to terminate the License before expiry of license period on account of public interest.
- 4.6 The Licensor shall be entitled to cancel/terminate the License before expiry of License period if the Licensee is declared insolvent or bankrupt or is unable to pay its debts or makes a composition with its creditors or if a trustee, liquidator, receiver or administrator is appointed to take over the assets or the business or the undertaking of the Licensee or if a substantial portion of the assets, property, revenues or business of the Licensee is confiscated or expropriated by the Government (Central or State) or any governmental agency or third party or if the law relating to the sick companies applies to the Licensee or the Licensee is dissolved or wound up or if an order shall be made or an effective resolution is passed for the winding up of the Licensee or the Licensee is reconstituted or the business or operations of the Licensee is closed either due to disputes inter-se amongst its stakeholders or otherwise.
- 4.7 After the expiry or earlier termination of License if the Licensee continues to occupy the licensed premises such occupation shall be unauthorized and without prejudice to the right of the Licensor to evict the Licensee for such unauthorized occupation, the Licensee shall be liable to pay compensation for wrongful use and occupation at three times the monthly license fee applicable as per the then prevailing Scale of Rates (SoR) of the Licensor for Open Area irrespective of whether space was originally allotted on premium, till vacant possession is obtained.
- 4.8 Notwithstanding anything contained hereinbefore, it is expressly agreed and understood that the Licensor shall be entitled to terminate the license at the risk and the cost of the licensee in the event of violation if any, of the provisions hereof by the licensee which is not rectified within a period of ninety (90) days of a notice issued in this behalf by the Licensor.
- 4.9 Upon expiry or termination of the License for any reason whatsoever, the Licensee shall remove any structures / partitions erected or other improvements made by him/it on the licensed premises without any claim to compensation whatever and restore the licensed premises to its original condition, within such time as directed by the Licensor. If the Licensee does not remove the structures / fixtures / or restore the Licensed premises to its original condition as required and within the time prescribed, the Licensor shall have the right to remove the said improvements and fixtures and restore the licensed premises to its original condition and the cost of such removal and restoration shall be realized from the security deposit or the balance, if any, from the Licensee. In case there is any amount left from the sale price of the materials so removed, after realization of the cost of removal and restoration referred to herein, the same may be utilized by the Licensor for recovery of any other amounts that may be due to the Licensor from the Licensee.
- 4.10 If the Licensee commits any breach or violates any provision of this License Agreement, the Licensor may, without prejudice to its right to terminate the License, impose appropriate penalty on the Licensee depending upon the nature/ magnitude of breach/ violation. Such penalty may be imposed after giving a reasonable opportunity to the Licensee to present his case.

5.

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

development purposes / activities and in that event, the Licensee shall be entitled to corresponding remission of the License Fee, where applicable.

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

5.3. The Licensor shall be entitled to allow any public utility services such as electric posts, or cables, water supply, sewer lines, drains, sanitary lines or telegraph post or cables, to be taken through the Licensed premises and the Licensee shall not be entitled to any compensation in respect of the same, including compensation, if any, relating to the space occupied by such public utility services. Provided that while allowing such public utility services to be taken through the Licensed premises, only the minimum possible hindrance shall be caused to other structures in the Licensed premises.

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

6.

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

6.2. Following documents exchanged between the Licensor and the Licensee as detailed below shall form part and parcel of this license agreement and shall be binding on both the parties.

- i
- ii
- iii
- iv

SCHEDULE

The Schedule above referred to:

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

DESCRIPTION

A total open area of approximately square meters of the Willingdon Island, as per the sketch attached.

Bounded on the North by :
East by :
South by :
West by :

The SKETCH above referred to is appended.

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

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

Witness (1)
(2)

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

Witness (1)
(2)

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

7. Supplementary Deed Format

THIS SUPPLEMENTARY DEED OF LICENSE is made on the day of Two thousand and (....../20--) BETWEEN THE BOARD OF MAJOR PORT AUTHORITY FOR COCHIN PORT known as COCHIN PORT AUTHORITY, a Body corporate under the Major Port Authorities Act, 2021, having its Administrative office at Willingdon Island, Cochin-682 009, having PAN-AAALC1134F, represented by its Shri/Smt..... Son/Daughter of.....aged..... years residing at,,, Kerala State (hereinafter called "the Licensor") of the one part; AND..... (hereinafter called "the Licensee") of the other part:

WHEREAS, the licensor and licensee had executed and registered license deed No. datedbefore the Sub-registrar office,for licensing Sq m of land for a period of years and as per clause In case, at any time during the license period, the monthly license fee quoted by the bidder along with the escalation on approved rate undergoes upward revision due to the revision of the Scale of Rates (SoR) by the TAMP or any other Competent Authority, the licensee shall execute and register a supplementary deed to the registered license deed, for the period covered by such revision, for the enhanced rent only.

And whereas the Competent Authority or TAMP has notified the SoR for the period from to and the differential license fee to be paid by the licensee to the licensor for the above period is Rs..... The additional stamp duty for such differential sum, for the above period is calculated as Rs.and this supplementary deed is executed for endorsing such enhanced value.

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

The common seal of the Board of Major Port Authority for Cochin Port has been affixed and the of the Cochin Port Authority for and on behalf of the Board of Major Port Authority for Cochin Port has signed in the presence of:

Witness: (1)
(2)

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

Witness (1)
(2)

8. Format of Price bid

S No	Description of Property	Area in Sq m	Reserve Price of monthly license fee(Excluding GST) in Rs.	Monthly license fee offered for the property (Excluding GST) in Rs.
(1)	(2)	(3)	(4)	(5)
1	Unit-13-Open space, Backwater side of Malabar Hotel, along Malabar Road	101	4721	
2	Unit-14- open space, Backwater side of Malabar Hotel, along Malabar Road	35	1636	
3	Unit-15- Open space along water front	278	12994	
4	Unit-16-Open space along Malabar Road	224	10470	
5	Unit-18 –Open space back water side of Malabar Hotel, along Malabar Road	111	5188	