



BID DOCUMENT

Operation and Maintenance of various facilities at CoPT Avenue Walkway alongside NH-966B at W/Island on Annual Upfront Payment basis for a period of 5 years

**Bid Number : MSTC/BLR/COCHIN PORT TRUST/20/WILLIGDON
ISLAND/20-21/8465**

**Availability of Bid Document : From 10:00 hrs on 03.08.2020 to 14:30 hrs. on
15.09.2020**

Last date of submission of Bid : 14:30 hrs. On 15.09.2020

Techno-Commercial Bid opening : 15:00 hrs. On 15.09.2020

E-auction : Will be announced separately

**Estate Division
Cochin Port Trust
Cochin 682009**

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1. Tender Notice

- 1.1. E- tender under single stage two bid system (Part-I Technical Bid & Part –II, Price Bid) are invited on behalf of the Board of Trustees of Cochin Port from qualified bidders as per clause No. 3.3 of the tender document for Operation and Maintenance of various facilities at CoPT Avenue Walkway alongside NH-966B at W/Island on Annual Upfront Payment basis for a period of **5 years**. The bids should be submitted in accordance with the Instructions to Bidders, terms and conditions of tender etc. as detailed in the tender document.
- 1.2. Tender Document and corrigendum/addendum/clarifications, if any, will be hosted in the websites of Cochin Port Trust www.cochinport.gov.in, MSTC, www.mstcecommerce.com and CPPP. However bid documents and extension or any other notice /corrigendum/addendum/clarifications if any, may be downloaded from MSTC websites only. Bidders are advised to visit the websites regularly.
- 1.3. The contract will be awarded on tender cum auction basis. The bidder shall offer Annual Upfront Payment payable at the beginning of each year of contract period. GST will be applicable for this payment. The allotment will be granted to the bidder, who offers the highest Annual Upfront Payment through tender or auction if Port is satisfied with the bid amount subject to compliance of other conditions. The successful bidder shall also remit an amount equivalent to one year's annual upfront payment quoted as Security deposit, before starting the contract.
- 1.4. EMD to be remitted to participate in the tender is Rs. 52,500. EMD shall be remitted in either of the two methods given below:
- 1.4.1. **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 para-2.26.1 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 above. If EMD amount has not reflected in the Bank account of Cochin Port Trust, the bid will be rejected.
- 1.4.2. **By DD/Bankers Cheque:** Bidder has the option to remit EMD in the form of the DD/Bankers Cheque from a Scheduled / Nationalized bank, drawn in favour of FA&CAO, Cochin Port Trust, payable at Cochin. Original DDs in lieu of EMD should be put into an envelope superscribed with tender number, due date, name of bidder, unit number for which the bid is submitted. The envelope containing EMD should be dropped in the tender box marked "Estate Division", placed in the reception area, in the Ground Floor of Administrative Building, Cochin Port Trust, prior to the due date and time for submission of bid, failing which the bid will be rejected. Earnest money in the form of Cheque/ Bank Guarantee will not be accepted.
- 1.4.3. Bids without EMD as stated in section 1.4 will not be accepted and will be rejected without opening the contents of the techno-commercial bid.

1.5. SCHEDULE OF TENDER (SoT):

| | | |
|---|--|---|
| a | E tender No.(System generated) | MSTC/BLR/COCHIN PORT TRUST/ 20/WILLIGDON ISLAND/20-21/8465 |
| b | Mode of Tender | E tender System by online Part I (Technical Bid) and online Part II (Price Bid) through http://www.mstcecommerce.com of MSTC Ltd. The intending bidders are required to submit their offers electronically as per following schedules through e-tendering portal. No tender shall be accepted by the office of CoPT, if submitted by hard copy, except the documents specifically called for by the Secretary, Cochin Port Trust (CoPT). |
| c | Dates on which NIT is available to download. | From 03/08/2020 to 15/09/2020 |
| d | Queries, if any, to be sent by e mail | 12/08/2020 |
| | Date and Time of Off line Pre-Bid meeting. | 14/08/2020 at 14:30 Hrs. |
| e | Likely date of uploading the addendum if any | 24/08/2020 |
| f | Date of starting of e-tender for submission of online technical bid and price bid at http://www.mstcecommerce.com | From 25/08/2020 |
| g | Date of closing of online e-tender for submission of technical bid & price bid. | Up to 14:30 Hrs on 15/09/2020 |
| h | Date and time of opening of Part-I(Technical Bid) | At 15:00 hrs on 15/09/2020 |
| i | Date &time of e- auction and opening of Part-II(ie Price Bid) | Shall be informed separately at appropriate time to the technically qualified bidders. |

1.6. The Process involves Electronic Bidding for submission of Technical Bid as well as Price Bid. The bidder has to register with MSTC, e – tender portal which is free of cost and should possess at least Class II signing type digital certificate for submitting their bid.

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

2. Instructions on E –Tendering Procedures

- 2.1. This e-bid of Cochin Port Trust is executed through the service provider M/s. MSTC Ltd , 19/5&19/6,3rd Floor, Kareem Tower, Chunningham Road, Bangalore-560052.
- 2.2. Bidders are required to register themselves online with <http://www.mstcecommerce.com> by following the link:- Port Lease Property→ CoPT→ Registration → Register as Bidder → Filling in details and creating own user-id and password→ Submit. Registration is free of cost.
 - 2.2.1. 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.
 - 2.2.1.1. Name of the bidder
 - 2.2.1.2. PAN of the bidder
 - 2.2.1.3. Address of the bidder
 - 2.2.1.4. 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];
 - 2.2.1.5. 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];
 - 2.2.1.6. Status of the bidder (proprietor, partnership firm, company, joint venture, others (to specify if others)
 - 2.2.1.7. 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];
 - 2.2.1.8. 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];
- 2.3. 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 2.25.
- 2.4. 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.
- 2.5. 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.
- 2.6. In case of any clarification, bidders are advised to contact MSTC at the contact address given section 2.25, before the schedule time of the e –bid.
- 2.7. 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.
- 2.8. 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.

- 2.9. Both price bid & technical bid are to be submitted on line at <http://www.mstcecommerce.com>
- 2.10. System Requirements :
- 2.10.1. Windows 7 /Windows8 Operating system
 - 2.10.2. IE-7 or above internet browser
 - 2.10.3. Signing type digital signature
 - 2.10.4. 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.
- 2.11. Any notice/addendum/extension notice/corrigendum to the bid would also be hosted in the e-bidding portal of M.S.T.C under the "Notification" Link such documents will also be uploaded in Cochin Port Trust Website.
- 2.12. After remitting EMD as stated in section 1.4, the bidder would login to the e-Bidding portal of MSTC and shall submit bid on-line by filling in required information, including payment particulars. Also, the bidder shall indicate correctly the relevant details pertaining to the remittance of the payment and mode thereof in the specified field of the on-line bid form.
- 2.13. 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.
- 2.14. Submission of on-line Bid.
- 2.14.1. The bidder(s) who have remitted EMD can only submit their technical bid and price Bid through internet in MSTC website.
 - 2.14.2. Follow the links: www.mstcecommerce.com → Port Lease Property → CoPT → Login → Click for Auctions → Stage I Bid Submission → Live Auctions → Selection of the live event → Techno Commercial and Price Bids
 - 2.14.3. The bidder should allow to run Java Encryption Applet by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Technical bid. If this application is not executed, the bidder will not be able to save/submit their bid and will get the error messages.
 - 2.14.4. 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.
- 2.15. 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.
- 2.16. 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.
- 2.17. 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.

- 2.18. 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.
- 2.19. In all cases, bidders should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- 2.20. During the entire e-bid-cum e-auction process, the bidders will remain completely anonymous to one another and also to everybody else.
- 2.21. The e-bid floor shall remain open from the pre-announced date & time and for such duration as mentioned above
- 2.22. All electronic bids submitted during the e-bid process shall be legally binding on the bidder.
- 2.23. Format for Details of bidder as given in section 7 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 required as per the tender (as per section 3.4) should be uploaded in the e-tender portal.
- 2.24. Bidding process
 - 2.24.1. Reserve price of Annual Upfront Payment for the contract shall be displayed by the system on-screen in the Price Schedule format.
 - 2.24.2. Then the bidder shall quote the Annual Upfront Payment, he is willing to pay for the contract. The quoted amount shall be greater than the 'Reserve Price'.
 - 2.24.3. Immediately, the system shall display the quoted Annual Upfront Payment, with taxes extra thereon.
 - 2.24.4. No hard copy of filled in format of the price schedule shall be entertained.
 - 2.24.5. 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.
 - 2.24.6. After completing the price bid opening, e-auction shall take place in a later date with the H-1 price bid as the floor price for e auction. Date and time of e - auction will be intimated to the qualified bidders by e-mail in advance. The bidders can participate in the e-auction, but not mandatory. It is mandatory to have digital signature certificate (DSC) as previously mentioned with the intimated qualified bidders to participate in e-auction.
 - 2.24.7. In case a bidder does not participate in the e- auction, his only bid will be that given in the Price Schedule format.
 - 2.24.8. E-auction will not be conducted in case of receipt of only one valid bid.
 - 2.24.9. The bidder who has given the highest bid after considering price given in the Price Schedule and that obtained through e auction amongst all the bidders, shall be treated as the successful bidder subject to clause 3.13.
 - 2.24.10. All taxes, as may be applicable from time to time shall be payable extra above the final bid amount.
 - 2.24.11. 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.
 - 2.24.12. 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.

2.25.Contact Person of MSTC

2.25.1. Sri.Vikas Kumar, Phone Number- 080-22260054/22266417/22379145
Email id: vkumar@mstcindia.co.in

2.25.2. Sri Arnab Sarkar, Phone Number- 080-22260054/22266417/22379145
Email id: asarkar@mstcindia.co.in

2.26.Contact Person of Cochin Port Trust

2.26.1. Sri.Rajesh Pillai, Asst. Engineer, Estate Division, Cochin Port Trust, Cochin-682009, Phone Number-04842582127, Email id: rajeshpillai@cochinport.gov.in

2.26.2. Sri. V.K. Unnikrishnan Nair, Asst. Engineer (Civil), Civil Engineering Dept., Cochin Port Trust, Cochin-682009, Phone Number-7907638967, Email id: unnikrishnan.vk@cochinport.gov.in

3. Instructions to Bidders

- 3.1. The period of contract is 5 years. The contract will be given to the bidder, who quotes the highest Annual Upfront Payment either in the price bid or in the auction. The Annual Upfront Payment quoted shall be paid by the contractor in the beginning of the contract on pro-rata basis and then beginning of every Financial Year during the contract period. Taxes will be applicable to the upfront payment (presently GST @ 18%). Reserve price of the Annual Upfront Payment fixed by the Port is **Rs.5,25,000**. The bidder should quote above the Reserve Price. The quoted Annual Upfront Payment will be escalated by 10% in every financial year during the contract period. (Annual Upfront Payment to be paid in 1st financial year is the quoted amount on Pro-rata basis, same for the 2nd year is quoted amount x 1.1, same for 3rd year is quoted amount x 1.2, and so on).
- 3.2. The successful bidder should also deposit one year's Upfront payment offered as non interest bearing refundable Security Deposit for the contract, which will be refunded on expiry/termination of the contract, subject to other conditions of the contract.
- 3.3. **Qualifying Criteria:** The bidders who wish to participate in the tender must fulfill the following requirements and bids of only those who fulfil these requirements shall be considered for detailed evaluation and to participate in the e-auction and award of contract.
- 3.3.1. The bidder should be an Individual or a Firm or a Company, registered in India having an average annual financial turnover of **Rs.5,25,000** for the last 3 years ending on 31st March 2019. In case the bidding entity is not in existence for the last 3 years, the average annual financial turnover of the entity should be equal to or more than the amount as stipulated above for the period of their existence. The bidders should produce copies of Audited Annual Accounts. In case of provisional Annual Accounts, a certificate to the effect from their Auditors has to be submitted
- 3.3.2. The bidder should have successfully completed AMC for operation and maintenance of Parks/Walkway/Garden/beaches of area not less than 5,000 Sq m for any Govt. entities/PSU/Ports etc. during the last 5 years. Bidder should submit copies of work order/work completion certificate issued by the clients in this regard.
- 3.4. **Documents to be uploaded along with the Technical Bid:**
- 3.4.1. Documents mentioned at para-3.3 above.
- 3.4.2. Undertaking as per Annexure –II.
- 3.4.3. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership (If translated then notarised).
- 3.4.4. GST Certificate/ PAN.
- 3.5. **Forfeiture of Earnest Money (EMD):**
- 3.5.1. The Earnest Money shall be forfeited if the bidder withdraws its offer during the validity period of the bid including any extension thereof.
- 3.5.2. Earnest Money in respect of the bidders whose final quote is less than the Reserve Price will be forfeited and the bids will not be considered for acceptance.
- 3.6. **Substitution, Withdrawal of Tender:** The bidder may substitute or withdraw its offer after submission, before the Due Date and time of submission of offer or any extension thereof.

No offer shall be substituted or withdrawn by the bidder after the Due Date and time of submission of offer or any extension thereof.

- 3.7. **Site Inspection:** It would be deemed that prior to submission of tender, the bidder has made a complete and careful study of the existing conditions including but not limited to (a) the site conditions; (b) condition of the access road & surroundings and has assessed the extent of the work requirements for the Project. 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. Port Trust shall not be liable for any mistake or error or neglect by the bidder in respect of the above
- 3.8. **Bidders responsibility:** The bidder is expected to examine carefully the contents of the tender documents, and conditions in the agreement format at Annexure-III.
- 3.9. **Amendment to tender document:**
- 3.9.1. Cochin Port for any reason, whether at his own initiative or in response to prospective bidders, may modify the tender documents by an amendment up to 5 days prior to the stipulated time in NIT.
- 3.9.2. The amendment in the form of addendum/corrigendum will be uploaded to the web-site of Cochin Port Trust/MSTC.
- 3.9.3. All the bidders who download the tender document shall verify if any such amendment/modification has been issued, before submitting their bid and shall take cognizance of and include such amendment(s) in their submission. In any case, the amendment(s)/ modification(s) if any, shall be binding on the bidders.
- 3.9.4. The Port Trust may at its discretion extend the deadline for the submission of tenders to enable prospective Bidders to take the amendment into account while preparing the tender.
- 3.10. **Determination of responsiveness:** The Port will scrutinize tenders to determine whether the tender is responsive to the requirements of the tender documents. Canvassing in connection with the tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable for rejection.
- 3.11. **Evaluation and comparison of Tenders:** Only such tenders, as determined to be responsive to the requirements of the tender documents will be considered for opening the Price Bid. The Port's decision on this shall be final, conclusive and binding.
- 3.12. **Validity of Tender:** The tender shall remain valid and open for acceptance for a **period of 180 days** from the date of opening of tender. The Cochin Port reserves the right to extend the period of validity for a specific period. The request and response thereto shall be made in writing by post or by fax or through e-mail. The bidders 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 tender.
- 3.13. **Acceptance of Tender:**The contract will be granted to the qualified bidder as per clause 3.3and who offers the highest Annual Upfront Payment through tender or auction, if Port is satisfied with the bid amount of the highest bidder and subject to compliance of other conditions of the tender. Notwithstanding anything contained in this tender document, the Port Trust reserves the right to accept a tender or to reject any or all of the tenders and to annul the tendering process at any time prior to its award without assigning any reason thereof.
- 3.14. **Language of the Tender:** The tender submitted by the bidder and all correspondence and documents relating to the tender, exchanged by the bidder and the port shall be written in **ENGLISH LANGUAGE**. Any printed literature, other than in English language,

shall be accompanied by an English translation, in which case for purpose of interpretation of the tender, the English translation shall govern.

- 3.15. **Pre-Bid Meeting:**A pre-bid meeting will be held in the Conference Hall of Cochin Port Trust as per the schedule in NIT. Participation in the pre-bid meeting is strongly advised. Should there be any discrepancy in or any doubt or obscurity as to the meaning of any of the tender 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 to be submitted to the Secretary, Cochin Port Trust, well in advance of the date fixed for the Pre-bid meeting. The clarifications provided will be hosted on the website of Cochin Port Trust and MSTC/CPPT.
- 3.16. The Security deposit shall be remitted to Port within 20 days from the date of receipt of the Letter of Acceptance (LoA) by the successful bidder. After remittance of the SD, the Contractor shall enter into an agreement with the Port as per Annexure-III of this tender document. The contract period will be for 5 years from the date of signing of the agreement. Security deposit will be refunded after the expiry of the contract period without any interest, subject to other relevant conditions in the contract and after deducting any amount due to CoPT. After signing the agreement, the contractor shall remit Annual Upfront Payment with GST for the first year on pro-rata basis (for the period from the date of signing the agreement to 31.03.2021).

SIGNATURE OF BIDDER

4. Terms and Conditions

4.1. **Background:** Cochin Port Trust (CoPT) has developed the “CoPT Avenue Walkway” (herein after referred as ‘the Walkway’ which includes the parking area alongside of the road, open area at both end of the walkway and the reclamation wall, alongside the backwater) of 2 km length, between Mattancherry BOT Bridge and Kannanghat Bridge by the side of NH-966B at South End Reclamation Area of W/Island. The works related to this Walkway are nearing completion. The “Walkway has been developed as a promenade facing backwaters, where the public may take leisurely walks and strolls for pleasure. CoPT would like to develop it as a full-fledged and popular relaxation spot, a jogging track, a park and also as a water sports launch point benefitting the public/tourists and maintain it, with private participation. A Layout of the Walkway is given in this documentat section-10. CoPT intends to entrust a Contractor for operation and maintenance of various facilities in the Walkway for a period of 5 years. The contractor shall at all times be responsible for implementing the above vision during the contract period. The facilities available in the walkway, the duties and responsibilities of the contractor during the contract period and revenue generation prospects from the Walkway are given below in this tender document. The entire cost of upkeep, repair and maintenance of the walk way and surrounding area and the installation shall be borne by the Contractor. No entry/users fee can be collected from public visiting the facility. However, the contractor can collect user’s charges for add-on facilities provided by him in the area.

4.2. **Facilities at CoPT Avenue Walkway:**

4.2.1. The CoPT Avenue Walkway has been developed by providing a paved walkway with interlocking blocks, cement concrete drain and related facilities. On completion of the ongoing works, the following facilities would be available at the CoPT Avenue Walkway:

- 4.2.1.1. Paved Walkway- 2,000 m long, 3m/5m wide
- 4.2.1.2. Landscaped Area with Bermuda/Doob grass with watering facility- 13,200 Sq m (approximate).
- 4.2.1.3. Planted trees including 65 Nos. Nerium Oleander (Kaner), 98 Nos. Chembakam / Palapoo, 45 Nos. Poomarathu, 57 Nos. bottle palm, 98 Nos. grafted mango trees, 300 Nos. Allamanda Cathartica, 160 Nos. Heliconia, 160 Nos. Bougainvilla, 160 Nos. Canna Indica, 130 Nos. Tabernaemontana Divaricata (Chandini double).
- 4.2.1.4. Parking area of about 4,000 Sq m, for parking of about 200 cars at various locations along western side of NH-966B.
- 4.2.1.5. Steel Pedestrian Bridge about 18m long across the canal, within the premises.
- 4.2.1.6. Children’s Play Area-2,000 Sq m (approximate)with:
 - 1 No. Combination Set of play equipment consisting of:
 - (i) Swings (ii) Climber and (iii) Wave slide–
 - Double swing with leg support
 - S’ bridge Ladder Scrambler
 - FRP Wave Slide
 - Standard See-Saw and
 - Merry Go Round
- 4.2.1.7. Seating arrangements with 30 Nos. concrete benches and 16 Nos. stainless steel benches spread along the 2 km long Walkway.
- 4.2.1.8. Gazeboes (Resting Place for Senior Citizen) - 3 Nos.

- 4.2.1.9. E-Toilets - One each for Ladies, Gents and Differently Abled, on either ends of the Walkway (total-6 Nos.)
- 4.2.1.10. Stainless steel Dust Bins (Pole Mounted)- 15 Nos.
- 4.2.1.11. Security Cabins of not less than 1.8 x 1.5 x 2.1 m at either end of the Walkway – 2 Nos.
- 4.2.1.12. FRP bio-digesters of size 1 m³ and 2 m³ - 2 Nos. Each
- 4.2.1.13. RCC drain along the entire length with collection chambers, RCC hume pipes, RCC bollards
- 4.2.1.14. Stainless steel handrails to the ramps and tactile tiles for vision impaired persons
- 4.2.1.15. Vinyl and retro reflective signage
- 4.2.1.16. Deep Bore well with electric pumps-2 Nos. at both end of the walkway.
- 4.2.1.17. Electric Motor Pump set with all plumbing accessories - 8 Nos. (3-phase electric connection with accessories shall be provided by the contractor on his cost)
- 4.2.1.18. Electronic water meter - 2 Nos.
- 4.2.1.19. FRP UG Water tanks 10 KL and 50 KL - 2 Nos. Each.
- 4.2.1.20. Fresh water pipe line - 1,300m.
- 4.2.1.21. Irrigation water pipe line (with 142 Nos. valves) - 2000m.
- 4.2.1.22. RCC Bollards - 1,300 Nos.
- 4.2.1.23. SS hand rails - 300 m.
- 4.2.1.24. Covered RCC drain 2 Nos.—2,000 m Each
- 4.2.1.25. 3m/5m Lamp Posts with 40w/70w LED- 150 Nos.
- 4.2.1.26. 12m High Masts with 6 Nos. 200w LED Lamps – 1 No.
- 4.2.1.27. Light poles with metal halide lamps fittings (some of them have been replaced with LED bulbs) - 34 Nos.
- 4.2.1.28. Light poles with 40W (Water side)/60W LED (Road side) light fittings - 110 Nos.

4.2.2. In addition to the above, the contractor can setup the following facilities also in the Walkway as proposed in the sketch attached.

- (i) Food Court with Kiosks(7 Nos.) in the areas earmarked at either ends, adjacent to Kannanghat Bridge and BoT Bridge.
- (ii) 3 Nos. Floating Restaurants and a Floating Jetty in the adjoining backwaters.
- (iii) Maximum 10 Nos. Bunks at various locations in the area between the Walkway and NH-966B.
- (iv) Advertisement Boards at the edge of NH-966B for a length of about 2000m adjacent to the existing drain.

4.3. **Scope of Tender:** Cochin Port Trust intends to entrust a Contractor for Operation and Maintenance of above facilities in the Walkway for a period of 5 years to retain the area as a public space. The contractor shall at all times be responsible for implementing CoPT's vision mentioned at para-4.1 above, during the contract period. The contractor shall be responsible for upkeep and maintaining all facilities mentioned in para-4.2 at his own cost. Maintenance of Horticultural/Civil/Electrical/Mechanical facilities to be carried out by the Contractor at his own risk and cost is detailed below. The contractor shall ensure that all facilities provided in the area are of good condition with no defects.

4.3.1. Watering shall be carried out by the Contractor in order to keep the plants and landscaped area in a healthy condition.

- 4.3.2. Fertilizer / manure shall be applied as and when required or minimum once in a month. The application procedure, dosage and periodicity depend on age, species and condition of the plant.
 - 4.3.3. Periodic removal of weeds, dry leaves and foreign materials shall be done as and when required. De-weeding of lawns, shrubs, creepers, plants etc. shall be carried out at least once in a month or as and when required.
 - 4.3.4. Pesticides / fungicides shall be applied as and when required.
 - 4.3.5. Lawn mowing shall be done once in a month or as and when required during monsoon.
 - 4.3.6. Grass should be cut uniformly to appear as green carpet. Pruning and shaping of plants shall be carried out to make the area attractive and beautiful.
 - 4.3.7. Replanting in place of decayed / dried plants shall be carried out.
 - 4.3.8. The areas other than landscaped shall be maintained clean, without wild growth and garbage or littered waste. Upkeep includes clearing bushes, regularly cleaning the walkway area to be in dirt free condition, etc.
 - 4.3.9. Replacement / repair of the defective LED fittings of lights poles/HM, Lights in bridges / other utilities in the allocated areas, rectification of faults in UG cable laid for light poles etc. , connected Junctions boxes, control gears, MCB, light poles control panels, motor pumps, etc. needed for the functioning of installations in the proposed areas.
 - 4.3.10. Maintain all the electrical installations at the walkway including street lighting etc. in working condition and replacement to be made at his cost for the functioning of same.
 - 4.3.11. In case the fitting are to be replaced, same shall be equivalent to the existing model or shape to maintain the uniformity of the light fittings.
 - 4.3.12. Proper segregation and disposal of garbage generated at the Walkway
 - 4.3.13. Drain cleaning and ensuring smooth flow of water including weed removal, spraying of pesticides, etc.
 - 4.3.14. Proper upkeep and routine maintenance of equipment and structures / facilities at the Walkway including periodical operations, cleaning, painting to make it corrosion free, etc.
 - 4.3.15. Toilet cleaning to ensure that they are in neat and hygienic condition always.
 - 4.3.16. Repair of water pipeline
 - 4.3.17. Operation and maintenance of Bore well
 - 4.3.18. Additional e-toilets/conventional type toilets, if required shall be provided by the contractor.
 - 4.3.19. Any other activity which is found required for the proper maintenance and upkeep of the CoPT Avenue Walkway.
 - 4.3.20. Details of facilities/equipments being installed in the walkway, which will be under the 'Defect Liability Period' of its contractor for one year period from the date of completion, is given at Appendix-II of this tender document. Maintenance and repair of these items will be taken care by him during the period. However upkeep of same shall be under taken by the O&M Contractor, for that period. After the 'Defect Liability Period', the O&M Contractor shall undertake Maintenance and Repairs of the items also.
- 4.4. **Revenue generation prospective.**
- 4.4.1. CoPT have earmarked about 2,200 Sq m area for setting up of Food Court with Kiosks (sufficient for 7 Kiosks) in the Walkway near Kannanghat Bridge and BoT Bridge. The contractor can install and operate the same.
 - 4.4.2. 10 Nos. Bunks can also be set up and operate at various locations in the area between the Walkway and NH-966B, as mentioned in the sketch attached.
 - 4.4.3. CoPT will give permission/licence for setting up 3 Floating Restaurants serving various cuisines including seafood and also a Floating Jetty to serve a water

sports/cruise launch point, in the adjoining backwaters area, determined by CoPT. The contractor can conduct various water sports activities in the backwaters. The contractor shall ensure safety precautions, good condition and upkeep of Floating Restaurants, Floating Jetty and Water Sports activity/equipments.

- 4.4.4. Parking Area of about 4,000 Sq m is developed for parking about 200 cars at various locations along the NH-966B. The contractor can collect parking fee from the vehicles.
- 4.4.5. The contractor can place advertisement space/boards at the edge of NH-966B adjacent to the existing drain at CoPT Avenue Walkway, for a length of about 2 Km. Lit board, Lamp post board, Basement boards, promotion boards, etc. for giving advertisement is permitted in the area. The advertisement boards should not impede the view and its size should not exceed 2m x 1m. However no political posters will be permitted.
- 4.4.6. The contractor can collect fee from the public for using the toilets.
- 4.4.7. The contractor can permit performing arts in the walkway, without making disturbance to Public.
- 4.4.8. The contractor can permit to conduct corporate events in the open area near Kannangat Bridge, without making disturbance to the public.
- 4.4.9. The contractor can suggest additional revenue generation schemes from the Walkway during the tendering time as well as during the contract period. It is the discretion of the Port to accept or reject such proposal based on its merit.
- 4.5. On award of the contract, the contractor shall submit an Operation and Maintenance Plan detailing proposed activities / developments including proposed structures, proposed modes of revenue generation, etc, in line with the terms and conditions of the tender document for CoPT's approval.
- 4.6. **Arrangements for water supply** – Two Nos. of deep bore well is under construction at both end of the walkway. Water for watering of the plants/lawn can be taken from the bore well if suitable, otherwise the Contractor shall arrange the same from outside. The electricity charges for pumping water from the bore well shall be borne by the Contractor. Two Nos. each 50 KL and 10 KL FRP UG tanks are provided at both end of the Walkway. In addition to the above, CoPT has provided fresh water supply to the Walkway and same will be given to the contractor on chargeable basis as per Port's tariff. Additional plumbing lines, if required will be on Contractors cost.
- 4.7. **Supply and maintenance of electric equipments and lighting:** The general lighting of the walk way area has been provided by CoPT, as detailed at para 4.2.1 above. Repair and maintenance including replacement of damaged parts of equipments, fused bulbs etc., to be provided by the contractor at his cost. Electricity will be provided by CoPT on chargeable basis as per port's tariff. The contractor shall pay electricity charges for the walkway including the lights provided by the Port in the walkway area. Contractor can provide additional street lights, spot Lights, illumination lights, etc if required. There shall be sufficient lights in lit condition in the evening time as well as the morning time. The Feeder pillars at the walkway will be under the custody of CoPT. Cost for taking the electrical supply including laying of cable from existing supply points, connected panels etc. as the per statutory rules shall be borne by the contractor.
- 4.8. Concerned officers of Civil and Mechanical Engineering. Dept. of CoPT will supervise the activities detailed at 4.3 and same should be carried out as per the directives received from the concerned.

- 4.9. **Cleaning and garbage disposal**—The contractor should deploy sufficient man power for cleaning the walkway and maintaining it in hygienic condition. The Contractor should make his own arrangement for garbage disposal.
- 4.10. **Security arrangements:** The contractor shall provide sufficient security arrangements in the walkway to keep the place as a tourist friendly area. 2 Nos. Security Cabins of not less than 1.8 x 1.5 x 2.1 m is being provided by CoPT at either end of the Walkway. Sufficient security personal shall be provided by the contractor. Surveillance system, if required shall also be provided by the contractor.
- 4.11. The cost of brought out items provide at the Walkway is approximately Rs.60 lakhs is given at Appendix-1. The Contractor should provide insurance cover for these items in joint names of CoPT and the Contractor. Same shall be renewed timely during entire period of the contract.
- 4.12. The stalls/bunks/sales outlets shall be constructed as Single-storey temporary structures with a maximum size of 3.30 x 3.30 m, which shall be constructed at contractor's cost. The stalls/bunks/sales outlets provided shall have an aesthetic look. Sales of tea/coffee, snacks, ice-cream, fruits, juices, Dairy items, tourism related objects like souvenirs, artifacts, activities related to tourism, etc are permitted in the stalls/bunks/sales outlets. Serving meals will not be permitted in the stalls/bunks/sale outlets.
- 4.13. Total 7 kiosks are permitted in the 2,200 Sq m area identified for setting up of Food Court, near Kannanghat Bridge and BoT Bridge. 5 kiosks near Kannanghat Bridge end and 2 kiosks near BoT Bridge end. Total area of the 7 kiosks shall not exceed 175 Sq m. Chairs and tables can be positioned in the open area for having food by the visitors. Kiosks shall be constructed as Single-storey temporary structures, with an aesthetic look. Cooking is permitted in the kiosks. However the contractor shall provide facilities to dispose the wastes as well as waste water generated during the operation of the kiosks.
- 4.14. The contractor is permitted to add facilities in the Walkway area with the prior approval of CoPT so as to attract visitors. The bunks/Kiosks/food court area and the surrounding area shall be maintained in hygienic condition. Throwing wastes to water body or to the other lands of Cochin Port will not be permitted and will be punishable.
- 4.15. **Timing of the walkway:** The walkway shall be opened for joggers/walkers from 5.00 hrs onwards. Sufficient lighting shall be available in the walkway for the same. The walkway shall be made available for public from 9.30 hrs to 23.00 hrs. The contractor can keep open the same for late night hours also based on requirement/business potential.
- 4.16. The contractor can outsource the operation of bunks/ kiosks in the food courts, Floating Restaurants, Floating Jetty collection of parking fee, toilet usage fee, etc and various activities for operation & maintenance of the Walkway. However the arrangement with the third parties shall be formulated reserving Cochin Port Trust's right to terminate the contract at any time during the entire contract period of 5 years, without assigning any reason thereof, after giving a notice period of three months.
- 4.17. Prior approval of the Deputy Conservator, Cochin Port Trust shall be obtained before setting up of Floating Restaurants and a Floating Jetty and water sports activities in the adjoining backwaters and same shall be constructed/procured, as per the standards prescribed by him. No additional fee/charge is payable to the Port for positioning the Floating Restaurants and the Floating Jetty. Statutory approvals, if any required in this regard from any other agencies; shall be obtained by the contractor.

- 4.18. Any loss or damage of the equipments/facilities listed in 4.2.1 shall be compensated by the contractor to the Port during the contract period. The contractor is free to extent the insurance coverage for the above facilities also.
- 4.19. Authorized officials of Cochin Port Trust will inspect the area regularly to verify the performance of O&M activities, cleanliness of the area and the nature of sales/business carried out in the bunks/stalls. The Contractor shall obey the instructions issued by the officials, from time to time. If upkeep/maintenance of the walkway is not up to the mark, CoPT will issue notice to the contractor, prescribing improvements to be made. The contractor shall comply with such directions of the Port. If performance of the contractor is still found unsatisfactory or any of the conditions stipulated herein are violated, the contract is liable to be terminated. If the contract is terminated due to the non-performance of the contractor as per the terms of the contractor breach of any conditions, the security deposit will not be refunded. However, the Annual Upfront Payment paid will be refunded on pro-rata basis.
- 4.20. Cochin Port Trust or the contractor can terminate the contract at any time during the currency of contract, without assigning any reason thereof, after giving a notice period of three months. During such instance, the Annual Upfront Payment remitted will be refunded to the contractor on pro-rata basis. SD also will be released, subject to clause 4.18.
- 4.21. The Security Deposit will be forfeited fully or partially and the contract will be terminated as the case may be, without refunding the Annual Upfront Payment made in the following situations.
- 4.21.1. If the Contractor refuses to continue upkeep of the area as per the terms and conditions of the contract, without giving notice as required in the contract.
- 4.21.2. If the contractor fails to perform any other obligation under the contract.
- 4.21.3. If any damages are occurred to the facilities in the Walkway.
- 4.22. The contractor does not have exclusive right over the Walkway and surrounding area.
- 4.23. CoPT proposes to install a floating Solar Panel in approximate 3 acres of water area, adjacent to the walkway. The solar panel will be fitted in pontoon(s) anchored adjacent to the walkway. The contractor should locate the area for floating restaurant and floating jetty, considering the above.
- 4.24. Indemnify Cochin Port Trust: Cochin Port Trust shall not be responsible for any loss or damage or injury to life or property arising directly or indirectly from the use of the walkway and the activities in the walkway during the contract period. The contractor shall also indemnify Cochin Port Trust against all loss or damage or injury to life or property of any one, including third parties or claims and costs thereof arising directly or indirectly from the operation and maintenance of the walkway due to any act or omission of contractor/his employees or any other person during the period of contract. Cochin Port shall not be in any way responsible for safety precautions, good conditions, upkeep of any facilities provided in the tender document. CoPT shall not entertain any claim for loss, injury, damages, compensation, costs, etc arising and relating to the facilities provided, including third party claims. Contractor shall be liable to indemnify Cochin Port for all loss, damage, injury to Cochin Port arising from any such claim, including third party claims.
- 4.25. Governing Law: The contract shall be governed by and interpreted in accordance with the laws of India and the jurisdiction is limited to Ernakulam. Any work of an electrical nature to be executed under the contract shall comply with the provisions of the Electricity Act 2003 (Central Act 36 of 2003) and the Rules there under for the time being in force. The contractor shall comply with all laws prevailing at the time being in force, including

Minimum Wages Act, 1948, Employees Compensation Act, 1923, etc. CoPT shall not be in anyway responsible for providing compensation under Workmen Compensation Act. If CoPT is to pay any amount as compensation mentioned above, the contractor shall indemnify CoPT for the same.

- 4.26. In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the Rules framed by the Board/Government from time to time for the protection of health and sanitation arrangements for his workers. The Contractor shall comply with the applicable EPF and ESI provisions prevailing in the time being. CoPT shall not be responsible for any lapse on the part of the contractor in this regard.
- 4.27. Contractor shall comply with all laws prevailing in the country and shall obtain all statutory and mandatory clearances as may be required under law from time to time. The contractor shall observe and perform in accordance with all Port Regulations/directions and follow all safety norms as may be prescribed by the competent/statutory authorities from time to time and the same are deemed to be a part of the contract and shall be binding on the contractor.
- 4.28. Any dispute between CoPT and the contractor shall be settled by mutual negotiations failing which any party may refer the dispute to a Sole Arbitrator, appointed by the Chairman of Cochin Port Trust. Award of the Sole Arbitrator shall be final. In the event of any dispute or differences between the parties which could not be resolved amicably by mutual consultations / Arbitration, then the Chairman of Cochin Port Trust may refer such unresolved disputes or differences to a Conciliation Committee / Council comprising of independent subject experts, setup by the Port Trust to enable speedy disposal of pending / new cases. Recourse to such conciliation shall be open before, during or after the arbitration proceedings. The award of the Conciliation Committee/Council, if agreed by both the parties shall then be placed for consideration of the Board of Trustees of Cochin Port subject to the delegation of powers.
- 4.29. On completion of the contract period, the Contractor should remove the stalls/bunks/ sales outlets and any other installations/structures provided by him in the area at his own cost and hand over the area to its original condition to Cochin Port Trust in tidy and clean condition without bushes and dirt. Normal wear and tear is permissible. However, the contractor can retain the additional installations/structures provided him, if mutually acceptable.

SIGNATURE OF BIDDER

5. Appendix-I

| Sl. No. | Particulars | Qty Nos. | in | Amt. including GST @18% |
|---------|---|-------------|----|----------------------------|
| 1 | Prefabricated e-toilet | 4 | | 2832755.20 |
| 2 | Prefabricated e-toilet for differently abled | 2 | | 1800455.80 |
| 3 | Pole mounted Dustbin 42 L | 15 | | 266770.15 |
| 4 | Children's play equipments | | | |
| | a Swings/climber/wave slide | 1 | | 78026.41 |
| | b Double swing | 1 | | 25981.39 |
| | c S Bridge ladder scrambler | 1 | | 40074.35 |
| | d FRP wave slide | 1 | | 48627.44 |
| | e See-Saw | 1 | | 10965.50 |
| | f Merry Go Round | 1 | | 73099.93 |
| 5 | Stainless Steel – 3 seater modules | 16 | | 694481.92 |
| 6 | Security Cabin | 2 | | 236000.00 |
| | Total | | | 6107238.10 |

6. Appendix-II

Details of facilities/equipments being installed in the walkway, which will be under the 'Defect Liability Period' of its contractor for one year period from the date of completion is given below. Maintenance and repair of these items will be taken care by him during the period. However upkeep of same shall be under taken by the O&M Contractor, for that period: After the 'Defect Liability Period', the O&M Contractor shall undertake Maintenance and Repairs of the items also.

- (i) Steel pedestrian bridge of 18.30 m long across the canal.
- (ii) 3 nos. Bamboo Gazeboes.
- (iii) Foundation /steps etc. for 2 Nos. Security Cabins
- (iv) 1 m³ and 2 m³ FRP bio-digesters, 2 Nos. each
- (v) 10,000 litres and 50,000 litres FRP UG tanks, 2 Nos. each.
- (vi) Children's play area including Equipments
- (vii) Parking area with interlocking paver blocks (1,000 Sq m) at 4 locations.
- (viii) RCC drain along the entire length with collection chambers, RCC hume pipes, RCC bollards
- (ix) Stainless steel 3 seater modules, handrails to the ramps and tactile tiles for vision impaired persons
- (x) Vinyl and retro reflective signage;
- (xi) E-toilets – 6 Nos.

7. Annexure-I Details of bidder

(To be filled up online)

- 2.1. Name of the bidder :
- 2.2. Address for communication :
- 2.3. Address of local/ branch office if any :
- 2.4. Date of incorporation and commencement of business :
- 2.5. Parent Company, if any :
- 2.6. PAN Number :
- 2.7. GST Registration Number :
- 2.8. Brief description of the bidder, including years of Operations of the existing business, the extent it involves/is dependent on Port based activities, etc. :
- 2.9. Details of existing business, if any, :
- 2.10. Details of the existing business of the bidder :
- 2.11. Past experience of the bidder implementing, operating and management of similar projects (details of project) :
- 2.12. Annual Turnover for the past 3 years
 - 2016-17 :
 - 2017-18 :
 - 2018-19 :
- 2.13. Brief description of the project
- 2.14. If there is any tie-up with foreign companies,
- 2.15. Brief details of structures proposed to be erected/constructed :

SIGNATURE OF BIDDER

8. Annexure-II Undertaking by the bidder

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

- 1.1. I/We, _____ (Name of bidder) having examined the Tender No. MSTC/BLR/COCHIN PORT TRUST/ 20/WILLIGDON ISLAND/20-21/8465 and fully understood its content hereby submit the tender for Operation and Maintenance of various facilities at CoPT Avenue Walkway, tendered by CoPT on “as is where is” basis for through tender-cum-auction.
- 1.2. I/We accept all the terms & conditions of the Tender Document, including its addendum/corrigendum etc.
- 1.3. I/We do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the tender.
- 1.4. 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.
- 1.5. I/We have submitted copies of the required documents to prove MQC
- 1.6. I/We have quoted the rate of Annual Upfront Payment payable, above the Reserve Price.
- 1.7. I / We understand that CoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at anytime without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
- 1.8. 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 |
|--------|------|---------|-----------|
| 1 | | | |
| 2 | | | |

9. Annexure-III Format of Agreement

Tender No. **MSTC/BLR/COCHIN PORT TRUST/ 20/WILLIGDON ISLAND/20-21/8465.**

Dated 03.08.2020

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

AGREEMENT NO. -- OF 2020-21

This agreement is made at Cochin this the-----day of -----, Two Thousand and Twenty between M/s..... represented by Sri. ----- aged -----years, son of Sri. ----- residing at ----- (House name and No.) ----- District ----- State ----- (hereinafter referred to as “The Contractor” which expression shall include their successors, assignees and administrators) of the one part AND the Board of Trustees of Port of Cochin, Willingdon Island, Cochin-9,a body constituted under “Major Port Trust Act 1963” represented by its ----- (hereinafter referred to as “The Employer” which expression shall include their successors, assignees and administrators in the office) of the other part.

Whereas the “Employer” had called tender for ‘Operation and Maintenance of various facilities at CoPT Avenue Walkway alongside NH-966B at W/Island on Annual Upfront Payment basis for a period of 5 years’ vide Tender Notice No.datedand the Contractor had submitted tender dated for the same giving the rates subject to the terms and conditions etc.

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

NOW THESE PRESENT WITNESES AS FOLLOWS:

1. The Contractor hereby agrees to execute the work of ‘..... for a period of years’ as described in the order, subject to the terms and conditions in the tender document all hereunto annexed for five years from the date of signing of agreement.
2. The Contractor has remitted Rs..... (Rupees only) in lieu of refundable non-interest bearing Security Deposit for the due and proper fulfilment of the contract.
3. The following documents shall be deemed to form and be read and construed as part of this agreement viz:
(List of relevant documents - will be furnished by the Employer)
 - i.
 - ii.
 - iii.
4. The contractor has agreed to pay the Annual Upfront Payment offered tthrough the tender cum auction at the beginning of the contract on pro-rata basis and during the first month of every financial year during the entire period of contract with applicable escalation.
5. The Conditions given in the order dated ----- shall over-ride the conditions in the tender document wherever they differ. Any of the counter terms and conditions of the Contractor shall not be taken as terms and conditions of this contract/ agreement unless the Board of Trustees of the Port of Cochin in writing specifically agree to it.

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

Signed, sealed and delivered

by Shri. -----

of M/s -----

CONTRACTOR

(COMMON SEAL OF THE FIRM)

Signed and affixed seal in the presence of:

Signature with address:

Signed, sealed and delivered by

the-----, Cochin Port Trust

on behalf of

Board of Trustees of Port of Cochin

Signed and affixed the common

seal of Board of Trustees of the

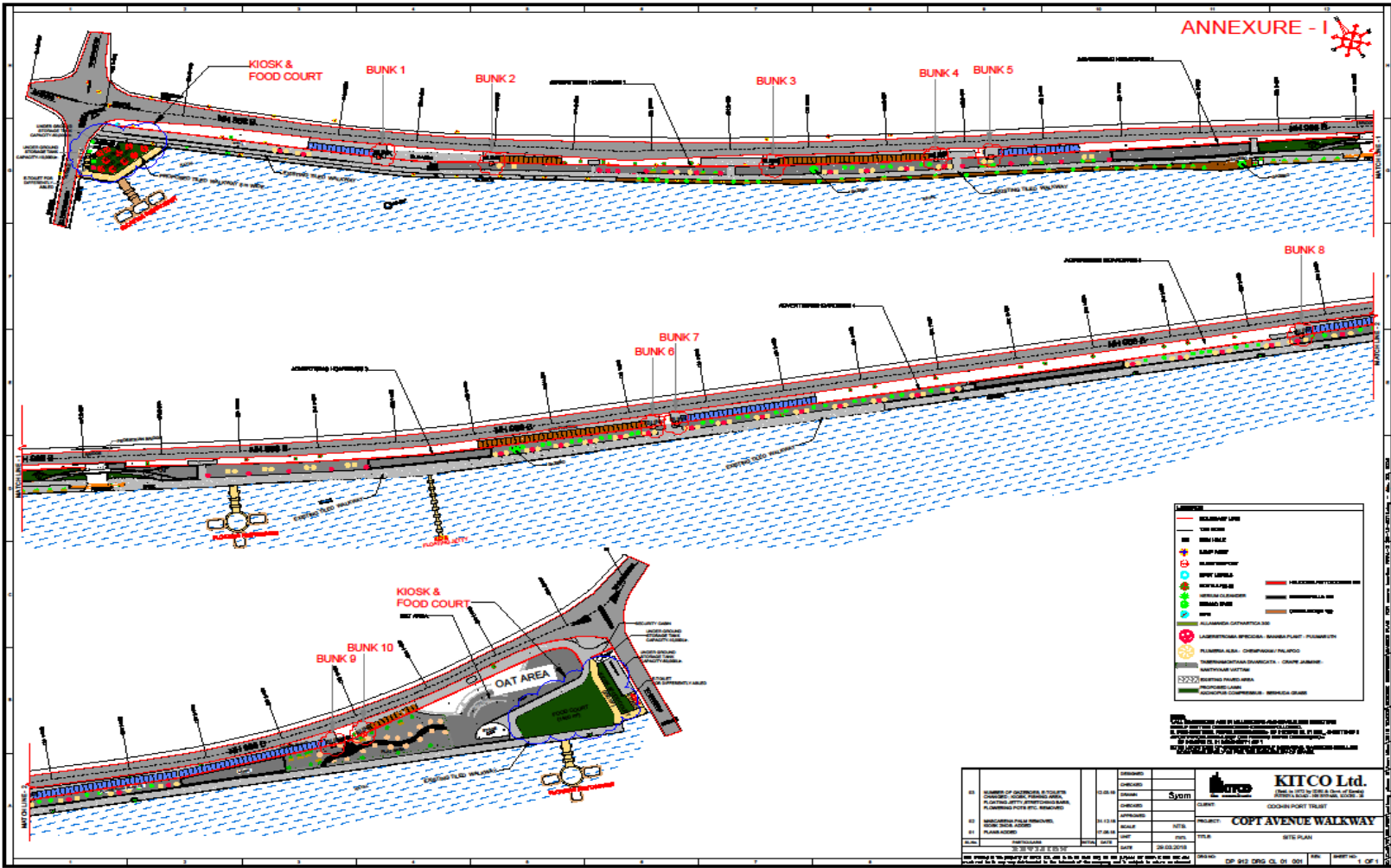
Port of Cochin in the presence of

EMPLOYER

1)

2)

10. Location sketches



11. Annexure-IV Price Schedule

| Description of tender | Reserve Price for Annual Upfront Payment in Rs (without GST) | Annual Upfront Payment offered without GST | |
|---|--|--|----------|
| | | In fig | In words |
| (1) | (2) | (3) | (4) |
| Operation and Maintenance of various facilities at CoPT Avenue Walkway alongside NH-966B at W/Island for a period of 5 years (subject to 10% escalation for the Annual Upfront Payment offered during every financial year) | 5,25,000 | | |