

TENDER DOCUMENT

Cover Page

**KOLKATA PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
ESTATE DIVISION
N.I.T. No. KoPT/KDS/LND/3-2015**

For

“Allotment of different plots of land on licence, for 5 years, on ‘as is where is’ basis, without renewal option, on annual licence fee basis, to willing tenderers, through tender-cum-auction, for development and management of **fee parking area**”.

Tender sale date : Upto 12-00 noon on 04.11.2015

Pre-bid meeting : At 12-00 noon on 04.11.2015 at the Conference Room of KoPT Head Office

Submission of offer : Upto 11-30 hrs. on 11.11.2015
[No Bid will be accepted after 11-30 hrs on 11.11.2015 unless the due date is extended]

Opening of techno-commercial offers : At 12-00 noon on 11.11.2015 at the Conference Room of KoPT Head Office

For details : Log on to www.kolkataporttrust.gov.in

**Estate Manager
ESTATE DIVISION
GENERAL ADMINISTRATION DEPARTMENT
KOLKATA PORT TRUST
15, Strand Road, Kolkata - 700 001
Tele- Fax No. 91-33-2210-7634
email address : sk.dhar@kopt.in**

OFFER FOR PLOT No.....

(Mention any one specific plot No. from Table A of N.I.T.)

NOTICE INVITING TENDER

N.I.T. No. KoPT/KDS/LND/3-2015

Subject : “Allotment of different plots of land on licence, for 5 years, on ‘as is where is’ basis, without renewal option, on annual licence fee basis, to willing tenderers, through tender-cum-auction, for development and management of **fee parking area**”

Table ‘A’ : Plots to be allotted on licence for 5 years for development and management of fee parking area :

Plot No.	Plot location (area in sq.m) [(As shown in Drawing No.)]	Reserve annual licence fee (excluding occupier’s share of Municipal Tax on land & Service Tax) (In Rs.)	Valuation of existing structure	Eligibility criteria of the bidder	EMD (in Rs.)
(1)	(2)	(3)	(4)	(5)	(6)
A1	(i) Plot Near Dhobia talao on New Road measuring about 8800 sq.m as detailed in Drawing No 8414-1-D-III dt 7.5.2010	35,16,301/- + 38,43,836/- = 73,60,137	Nil	(i) The tenderer should have at least 1 year experience in managing and operating 'Pay and Park' Lot and/or empty Container Parking Yard and/or goods transport business, supported by Documentary evidence [including certificate issued by the Authority on behalf of whom, Tenderer had managed and operated such activities for at least one year]. (ii) The tenderer should have Net worth more than Rs.98,80,986/- , as per the following formula:- [{proprietor’s capital	49,40,493/-
	(ii) Plot Near Dhobia talao on New Road measuring about 9619.699 sq.m as detailed in Drawing No 8760-D-III dtd 3.1.12		Nil		

				<p>(for proprietorship firms)/ partners' capital (for partnership firms)/paid up capital (for companies) + free reserve} – (intangible assets + fictitious assets]</p> <p>(Note: Where the Applicant is a Consortium, the Net Worth would be taken as arithmetic sum of the respective Net worth of individual members)</p>	
A2	(i) Plot at Bhutghat measuring about 4900 sq.m as detailed in Drawing No8555-D-III	17,61,778/- + 51,96,300/- = 69,58,078	As to be assessed by appointed valuer	<p>(i) The tenderer should have at least 1 year experience in managing and operating 'Pay and Park' Lot and/or Empty Container Parking Yard and/or goods transport business, supported by Documentary evidence [including experience certificate issued by the Authority on behalf of whom, Tenderer had managed and operated such activities for at least one year].</p> <p>(ii) The tenderer should have Net worth more than Rs. 93,41,220/- , as per the following formula:-</p> <p>[{proprietor's capital (for proprietorship firms)/ partners' capital (for partnership firms)/paid up capital (for companies) + free reserve} – (intangible assets + fictitious</p>	46,70,610/-
	(ii) Plot measuring about 10837 sq.m with existing structures behind ITC Factory (i.e. existing Truck Parking Area) as detailed in Drawing No9012-D-III dt. 6.5.2013		As to be assessed by appointed valuer		

				assets)] (Note: Where the Applicant is a Consortium, the Net Worth would be taken as arithmetic sum of the respective Net worth of individual members)	
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Note: The drawings mentioned above are given separately in the website.

1. **Invitation of offer:** Sealed tenders in two parts are invited from willing tenderers for allotment of plots as per above mentioned description under Table “A”.

2. **Completeness of offer:** Each offer shall be complete in all respects so far as the contents of both Cover – I and Cover – II are concerned.

3. **Tender Fee:**

3.1 The tender document may be downloaded from Kolkata Port Trust’s (KoPT’s) website www.kolkataporttrust.gov.in or purchased from the office of the Estate Manager, Kolkata Port Trust at 5th floor, 15 Strand Road, Kolkata – 700 001 in any of the following manners:-

3.1.1 For purchase of the tender document from the office of the Estate Manager:-

The **Tender Fee** (non-refundable) of ₹ 5,000/- (**Rupees five thousand only**) for **each plot** may be deposited in cash with the Treasurer, KoPT, against endorsement from the office of the Estate Manager, KoPT, on an application (alongwith a self certified photo-copy of PAN) of the intending tenderer.

3.1.2 For downloading the tender document from KoPT website:-

The **Tender Fee** (non-refundable) of ₹ 5,000/- (**Rupees five thousand only**) for **each plot** may be deposited in the form of **Banker’s Cheque/Demand Draft** to be issued by any **scheduled bank of India** drawn in favour of ‘**Kolkata Port Trust**’ along with the techno-commercial part of offer.

3.2 The original Treasury Receipt of cash deposit or the original Banker’s Cheque/Demand

Draft shall have to be enclosed along with the tender/offer in Cover – I without which no tender shall be accepted.

3.3 Tender / offer without the tender fee as above or deposited in any other form (say, by A/c Payee cheque) shall **not** be considered.

3.4 In case of any discrepancy between the content of the Tender Document downloaded from KoPT's website and the master copy of the Tender Document available in the office of the Estate Manager, KoPT, the latter shall prevail and shall be binding on the Tenderer.

3.5 If a tenderer wishes to participate in this tender-cum-auction for more than one plot, he will have to deposit/submit Tender Fee separately for each plot.

4. **Earnest Money:**

4.1 Intending Tenderers shall deposit the requisite sum (as indicated in Tables "A") with the offer for each plot/property as '**Earnest Money Deposit**' (EMD) in the form of Banker's Cheque/Demand Draft issued by any scheduled bank of India drawn in favour of 'Kolkata Port Trust'.

4.2 Tender / offer without the EMD as above or deposited in any other form (say, by A/c Payee cheque) shall **not** be considered.

4.3 In case tenderer deposits less than the requisite amount of EMD, his tender will be liable to be rejected.

4.4 If a tenderer wishes to participate in this tender-cum-auction for more than one plot, he will have to deposit/submit EMD separately for each plot.

5. **Refund/adjustment of EMD :**

5.1 Tender Fee and EMD shall be submitted in Cover – I of the tender/offer without which no tender shall be accepted.

5.2 The EMD of the successful tenderer may be converted to part of Security Deposit (SD) as stated hereafter.

5.3 In case of the unsuccessful Tenderers, the EMD will be refunded without interest. In short, for the unsuccessful tenderers, either the Banker's cheque /Demand Draft, as would be furnished by the tenderer as EMD, shall be returned or the amount of EMD will be refunded

through their ECS A/c.

5.4 Mere submission of offer will not mean that a particular offer will be automatically considered qualified and bid will be entertained.

6. Inspection of site:

Prospective tenderers are advised to contact Smt. S. Thakur, SAEM at Cell Phone No. +91 98362 98682, in advance, during office hours, regarding arrangement of site inspection. No cost incurred by the tenderers in preparing their offer or attending inspection of the site will be reimbursed by the KoPT.

7. Deemed inspection:

Irrespective of participation in the site-inspection, the tenderers shall be deemed to have inspected the respective plot(s) before submission of offer and to have considered all relevant aspects necessary for submission of offer.

**KOLKATA PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
ESTATE DIVISION**

CONDITIONS OF TENDER

N.I.T. No. KoPT/KDS/LND/3-2015

1. Contents of offer: The following documents shall have to be submitted along with the tender for each plot:-

(i) Techno-commercial part [Cover – I] :-

- (a) The original Treasury Receipt of **Tender fee**, if already deposited in cash during purchase of the tender document from KoPT's office, or the original Banker's Cheque/Demand Draft towards the Tender fee, as stated in **para 3** of Notice Inviting Tender (N.I.T.) of this tender document.
- (b) The original Banker's Cheque/Demand Draft for the **EMD** as stated in para 4 of N.I.T of this tender document.
- (c) Enclose **APPENDIX –I** duly filled in, indicating particulars / details of the Tender Fee & Earnest Money.
- (d) Each page of this tender document including addendum (if issued pursuant to the pre-bid meeting or otherwise), notice etc. –duly signed and stamped as a token of having read all the pages and confirmation of having agreed to the same.

As far as the format for the 'Price Schedule' as contained in this tender document is concerned, the relevant page of this tender document is to be attached in blank (**i.e. without any indication of offered Price**) and by scoring out diagonally - duly signed and stamped – as a token of confirmation of having quoted as per given format of the Price Schedule in Cover -II.

- (e) A certificate in original from a **Chartered Accountant** (mentioning his membership No.) indicating **Net worth** of the tenderer at the end of the most recent financial year and the **Net worth**, as per the following formula, should be more than 12 month's reserve annual licence fee (including taxes) :-

[{proprietor's capital (for proprietorship firms)/ partners' capital (for partnership firms)/paid up capital (for companies) + free reserve } –(intangible assets + fictitious assets)]

(Note: Where the Applicant is a Consortium, the Net Worth would be taken as arithmetic sum of the respective Net worth of individual members)

- (f) Self attested copies of documents to establish that the tenderer has at least 1 year experience in managing and operating 'Pay and Park' Lot and/or Empty Container Parking Yard and/or goods transport business. Such documents include certificate issued by the engaging Authority on behalf of whom, Tenderer had managed and operated such activities for at least one year.
- (g) Self Attested papers to indicate the status of the firm, name and designation of the proprietor / partners/ directors/major share holders etc. with profit sharing ratio and/or share holding pattern certified by concerned authorities or Chartered Accountant/Company Secretary.
- (h) Original **Power of Attorney/ Authorisation Letter** in favour of the person signing the tender document, if applicable.
- (i) **APPENDIX – II** attached with this tender document duly filled in, signed and stamped.
- (j) The self attested copy of the drawing for the particular plot out of the drawings uploaded separately alongwith this tender document.
- (k) Self attested copy of valid **Trade License**, if applicable. If not, self declaration in that regard should be submitted.
- (l) Self attested copy of **I.T. PAN Card/ TAN**;
- (m) Self attested copy of **Service Tax registration certificate**;
- (n) Self attested copy of **IT Return** of the last financial year i.e. 2013-14.
- (o) Self attested copy of
 - **Partnership Deed** (in case the tenderer is a partnership firm) or
 - self attested copy of **Memorandum of Association and Articles of Association/ Bye laws** along with certificate of incorporation (in case the tenderer is a company)

- or
- self attested copy of **Society Registration Certificate & Bye-Laws** (in case the tenderer is a Society).

This is not applicable for a proprietorship firm and in that event, the same is to be clearly stated by the proprietary firm participating in the tender.

- (p) Any other document, duly signed and stamped or duly filled in, signed and stamped, as may be indicated by KoPT in the website, if any, in the addendum or otherwise required to supplement any of the documents as per the above list.
- (r) **Mutually admitted Port Dues:** Tenderer should submit a statement, as per format at **APPENDIX III**, furnishing the required information as per the following table as far as all plates of KoPT leased and/or licenced in his name:

Occupation type (lease or licence or way leave or Foreshore occupation)	Plate No(s)	Lease/ licence Valid upto

Tenderer, if an existing/ex. lessee or licensee or way leave licensee or foreshore occupier of KoPT, must certify non-pendency of mutually admitted KoPT (Kolkata Dock System and/or Haldia Dock Complex, as applicable) Estate dues (for all plates of the prospective tenderer) on the date the NIT is published in newspaper, as per format at **APPENDIX III**.

[Non-submission of any of the aforesaid documents, if applicable, may lead to techno-commercial disqualification of the tenderer. If documents under (k) or/and (m) above is/are not applicable for a particular tenderer, the same should be clearly mentioned (along with justification) in the forwarding letter of the Techno-commercial offer quoting necessary Rule/ Law]

(ii) Price part [Cover – II] :-

The duly filled in format for Price Schedule against the plots under Table ‘A’ without any overwriting /modification using white (colored) ink and without any counter condition of any sort for the specific plot is to be submitted under ‘Price Part’. Any condition imposed in ‘Price Part’ shall make the bid liable for outright rejection and forfeiture of E.M D and no further reference in this regard from the tenderer concerned shall be entertained.

2. **Pre-bid meeting:**

A pre-bid meeting shall be held at the Conference Room of KoPT Head Office Main Building located at 2nd floor, 15, Strand Road, Kolkata – 700 001 at 12-00 noon on 04.11.2015. In this connection, prospective tenderers may send advance queries to the Contact Officer [Smt S. Thakur, SAEM, at Cell Phone No. +91 98362 98682, e.mail ID : osdland@kopt.in] by email/post. KoPT will be at liberty to amend the tender document and issue addendum, if needed, pursuant to such pre-bid meeting or otherwise. The same, if issued, shall ipso facto become part and parcel of the tender document and shall be hoisted in KoPT's website.

Besides, any other addendum, if issued, shall also be hoisted in KoPT website and the same shall likewise become part and parcel of the tender document.

Hence, prospective tenderers are advised to visit the website accordingly at least upto the date (or revised date, if any) of submission of tender.

3. **Tender fee:** As stated at **para 3** of the N. I. T. of this tender document.

4. **Earnest Money:** As stated at **para 4** of the N. I. T. of this tender document.

5. **Validity:** The offer shall be kept valid for a period of 180 days from the date of opening of the techno-commercial part of the tender. The above validity period is, however, subject to extension, if agreed to by the tenderers in response to any request made by KoPT.

6. **Envelopes for the tender:** Sealed offers in two separately sealed envelopes — one containing Techno-commercial part (marked as **Cover – I**) and the other containing the Price part (marked as **Cover – II**) — shall have to be put inside another sealed cover. The inner covers for techno-commercial & price parts and outer cover shall, respectively, have the following superscription on the envelopes:-

For inner cover containing the Techno-commercial part (**Cover – I**):-

<p>Cover – I Techno-commercial part Plot No. <u>N.I.T. No. KoPT/KDS/LND/3-2015</u></p>
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For inner cover containing the Price part (**Cover – II**):-

Cover – II

Price part

Plot No.

N.I.T. No. KoPT/KDS/LND/3-2015

For outer cover containing the aforementioned two sealed covers
(i.e. both Cover – I & Cover – II):-

Outer Cover

Plot No.

N.I.T. No. KoPT/KDS/LND/3-2015

7. Submission of the tender:

The offers, sealed as stated above, shall have to be deposited in the designated tender box kept at the office of the Estate Manager, located at 5th floor of the Annexe Building of Kolkata Port Trust Head Office at 15 Strand Road, Kolkata – 700061 within **11-30 hrs.** on 11.11.2015. No tender received after the aforesaid scheduled time & date shall be considered and no request/communication from any tenderer shall be entertained by KoPT in connection with late submission of bid.

8. Opening of techno-commercial part of the tender:

Techno-commercial part (Cover – I) of the Tenders will be opened at **12-00 hrs.** on 11.11.2015 at the Conference Room of KoPT Head Office at 15, Strand Road, in presence of the participating tenderers or their authorized representatives. The date of opening of Price Part will be intimated later.

9. Interruption of activities:

In the event of any unforeseen circumstances such as holidays, bandhs, strikes, transport dislocation etc. on the scheduled day of pre-bid meeting / submission of offers / opening of techno-commercial part or price part of the tender, such activity shall take place at the same venue and at the same time on the next working day of KoPT.

10. **Contact Officer:**

Further details/clarification, if required, will be available from Smt. S. Thakur, SAEM, Estate Division, General Administration Department, KoPT (Cell No. +91 98362 98682).

11. **Right of acceptance:**

Kolkata Port Trust reserves the right to accept or reject any or all tenders without assigning any reason thereof.

12. **Offer Preparation Cost:**

The tenderer shall be responsible for all the costs associated with the preparation of its offer and its participation in the tender. KoPT will not be responsible in any manner for such costs, regardless of the conduct or outcome of the tender process.

13. **Forfeiture of EMD:**

For any of the plots, the tenderer shall have to quote **more** than the reserve Annual licence fee as indicated in Table 'A' of Notice Inviting Tender. In the event of quoting less than or equal to the reserve annual licence fee, the tender will be liable to be cancelled and EMD of such tenderer shall be forfeited.

14. **Substitution, Withdrawal of Tender:**

The tenderer may substitute or withdraw its offer after submission, provided that written notice of the substitution or withdrawal is received by KoPT before the Due Date and time of submission of offer i.e. 11-30 hrs. on 11.11.2015 or any extended date. No offer shall be substituted or withdrawn by any tenderer after the Due Date and time of submission of offer or any extension thereof.

15. **Amendment of Tender Document:**

At any time prior to the due date for submission of tender, KoPT may, for any reason, whether at its own initiative or in response to queries/clarifications raised/sought by the tenderer(s) during the pre-bid meeting or otherwise, modify the Tender Document by issuance of Addendum in official website of KoPT [www.kolkataporttrust.gov.in]. In order to make it affordable for the prospective tenderer(s), reasonable time to take Addendum into account, or for any other reason, KoPT may, at its discretion, extend the submission due date through appropriate notification in the official website www.kolkataporttrust.gov.in.

16. **Tests of Responsiveness:**

- a) Prior to evaluation of Techno Commercial Part of the tender, KoPT will determine whether each offer is responsive to the requirements of the tender document. A tender shall be considered responsive if the tender: -
- i) is received by the due date (including extended period, if any).
 - ii) is signed, sealed and marked as stipulated in the tender document.
 - iii) is accompanied by requisite Tender fee and requisite EMD, as stipulated.
 - iv) is accompanied by all the forms and formats dully filled in/ executed, as the case may be.
 - v) contains all the information as requested in the tender document.
 - vi) does not show inconsistencies between the offer and the supporting documents.
 - vii) proposes no change in the offer as compared to the terms & conditions of the allotment, as detailed in this tender document or standard Licence Agreement.

b) **Clarifications:**

To assist in the process of evaluation of Tender, KoPT may, at its sole discretion, ask any tenderer to provide additional documents / details or KoPT may seek clarifications in writing from any tenderer regarding its offer. The request for providing such additional details / documents and / or clarification and the response shall be in writing through facsimile (KoPT's Fax No. 033-2230 4901/ 033-2210 7364) or e. mail [e.mail ID of KoPT's contact officer : osdland@kopt.in].

c) **Confidentiality:**

Information required by KoPT from the tenderer(s) for the purpose of examination, evaluation etc. will be kept in confidence by KoPT and KoPT will not divulge any such information unless it is ordered to do so by any authority that has power under the law to require its release.

17. **Eligibility Criteria:** As stated in the Table 'A' of N.I.T. of this tender document.

CONDITIONS OF LICENCE & SCOPE OF WORK

N.I.T. No. KoPT/KDS/LND/3-2015

[Notwithstanding anything contained in the tender document, ‘Policy Guidelines for Land Management by Major Ports, 2014’ of Govt. of India, as amended from time to time, shall prevail in case of any dispute as to interpretation of any terms of this tender.]

1. Nature of allotment:

1.1 The allotment of the plots of land on ‘as is where is’ basis, will be on five yearly licence, without any option for renewal, on the conditions as follow.

1.2 On expiry of the aforesaid licence period of 5 years, the same plot may be included in tender-cum-auction for further allotment for the purpose of fee parking and in that case, the ex/existing licensee may get ‘First Right of Refusal’ in such tender-cum-auction, if he does not have any breach of the terms and conditions of licence, provided the then Land Policy Guidelines of Govt. of India do not prohibit such arrangement. The option of ‘First Right of Refusal’ will be extended only **once** to ex/existing licensee.

2. Gestation Period:

It would be the responsibility of the successful tenderer for each plot to commence commercial operation for the respective plot within a period of **2 months** from the date of handing over of the plot of land.

3. The successful bidder has to set up and run **fee parking zones** only in the relevant plot in Table-‘A’

4. Sub-lease/Transfer:

No sub-lease/ subletting or parting with possession/transfer of the licenced land will be allowed. However, the licensee may be allowed to avail of the services the agencies providing facility management.

5. Disputes:

In the event of any disagreement/dispute between KoPT and the successful tenderer, disputes shall be resolved by means of the following:-

5.1 Land-related disputes will be adjudicated as per Public Premises (Eviction of

Unauthorised occupants) Act, 1971 including any amendment thereof.

5.2 Besides what has been stated above, in case any dispute remains unresolved, the same shall be under the jurisdiction of appropriate courts in Kolkata **only** including High Court at Calcutta.

6. **Permission for construction:**

No permanent installation/construction within licensed land shall be allowed.

7. **Other conditions :**

- (a) The licensed premises shall be handed over to Licensee in its present conditions on “as is where is basis” and Licensee shall, at its own cost and expenses, improve the same to use it as parking lot. The Licensee shall obtain all the required statutory permissions from local / State Government authorities concerned to operate the 'Pay and Park' facility.
- (b) The licensee may put up temporary structure on the licenced plot. The Licensee shall have to remove such temporary structures, if any, made by them in the licensed premises immediately after expiry of license period or on the termination of the license and hand over peaceful vacant possession of the licensed premises to the Licensor in the same condition as it was at the time of handing over possession of the premises.
- (c) The Licensee shall provide parking services “on first-come-first served” basis.
- (d) The Licensee shall maintain all the relevant data/records for the number of vehicles occupied in parking lot and income earned towards parking charges on the licensed area and shall furnish the detailed statement of the same to the Licensor on regular basis for administrative purpose.
- (e) Parking Fee : The parking fee to be realized should be **not** more than what is allowed by Kolkata Municipal Corporation.
- (f) The successful tenderer has to establish required Computer connectivity at his cost for integration of his system with KoPT’s POMS for the sake of easing out congestion at the entry gates of Docks.
- (g) The Tenderer has to liaison with Traffic Department regarding checking of papers/documents of vehicles carrying export cargo so that vehicles with necessary

documents will not have to wait at the entry gates of docks. However, vehicles entering into Docks will have to undergo security check.

- (h) The Parking Yard should be run on 24 X 7 basis

8. **Indemnity:**

The licensee shall, at his own expenses, pay compensation for any injury, loss or reinstate and make good to the satisfaction of KoPT for loss or damage accrued to any property or rights of KoPT whatever, including KoPT's agents/servants/employees, or any third party arising out of or in any way in connection with the execution or purported execution of the Agreement and further, the lessee shall indemnify KoPT against all claims enforceable against KoPT (or agents/servants/employees of KoPT) or which would be so enforceable against KoPT as applicable, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

9. **Licence:**

- (i) Licence Period: 5 years without any option for renewal.
- (ii) Licence agreement: The licensee will be required to sign a Licence Agreement in respect of the demised land at his own cost which requires to be duly notarised. A draft Licence offer letter is enclosed as **Appendix IV**.

10. **Terms of payment of licence fee:**

10.1 The successful tenderer shall make full payment towards

- 1st year's advance annual licence fee including taxes and duties [Service Tax and occupier's share of Municipal Tax on land only and any other tax(es), if in vogue at the material time] and
- security deposit (SD),

within 30 days from the date of the offer letter for allotment, through A/c Payee Cheque/Pay Order drawn in favour of 'Kolkata Port Trust'.

- (i) Advance annual licence fee (after being escalated @2% per annum) plus applicable taxes, shall be paid in advance by the licensee at the beginning of each year from 2nd year of

licence onwards. If the licence fee bills are not received by the licensee within the 10th day of the month in which the licence fee bill is supposed to be raised every year, duplicate bill(s) will have to be compulsorily collected by the licensee at their arrangement from the Bills Recoverable (BR) Section, Finance Department of Kolkata Port Trust at 15, Strand Road, Kolkata – 700 001 for the purpose of payment within the due date which shall usually be 15th day of the same month of that year (in case the 15th day is a holiday of the Trustees, the next working day shall be the maximum allowable period for such payment).

- (ii) **Post dated cheque:** For payment on annual licence fee basis, licensee has to deposit Four Post dated Cheques for the advance licence fee of 2nd year, 3rd year, 4th year and 5th year, along with the Bank draft/cheque towards licence fee for 1st year which would be at his quoted rate plus taxes. Licence fee for various years will be as follows, unless the rate of new SoR, if introduced, is not more than the updated accepted rate:-

- Towards 1st Year licence fee: quoted Licence Fee plus taxes
- Towards 2nd year's licence fee: 1st Year's quoted Licence Fee + 2%, plus taxes
- Towards 3rd year's licence fee : 2nd Year's Licence Fee + 2%, plus taxes
- Towards 4th year's licence fee: 3rd Year's Licence Fee + 2%, plus taxes
- Towards 5th year's licence fee : 4th Year's Licence Fee + 2%, plus taxes

- (iii) However, the Successful Bidder will have the option of payment of Licence Fee for entire Five years in advance. In that event, he will have to pay [(1st Year's quoted Licence Fee) + (1st Year's quoted Licence Fee + 2%, towards 2nd year's licence fee) + (2nd Year's Licence Fee + 2%, towards 3rd year's licence fee) + (3rd Year's Licence Fee + 2%, towards 4th year's licence fee) + (4th Year's Licence Fee + 2%, towards 5th year's licence fee)], in advance. In that event, even after introduction of new SoR, the same would not be made applicable on that licensee.

- (iv) **Licence fee Revision:** The successful bidder shall be required to pay annual licence fee, as accepted/offered by him in the tender-cum-auction for the relevant plot, which will bear an escalation @ 2% per annum every year on the amount of the preceding year, with an additional condition to review and re-fix the licence fee at the then prevailing updated SoR, if the rate of new SoR is more than the updated accepted rate, as and when the next SoR comes into force.

- 10.2 At the time of handing over possession of land by KoPT, actual measurement will be taken and the licensee will be duty bound to pay annual licence fee as offered by him, on the basis of the actual measurement on pro-rata basis.

10.3 If the offer letter is not accepted and requisite payment (1st year's licence fee including taxes) + SD] is not made within the stipulated date, KoPT will have the right

- **either** to charge interest @14.25% p.a for the delayed payment i.e. after the stipulated date upto the date of actual payment (maximum period allowed for payment with interest may be **60 days** from the date of offer letter)
- **or** to cancel the offer by forfeiting the Earnest Money.

The selected tenderer will be required to deposit requisite amount of interest for the desired period of extension, along with his application for extension of time.

10.4 The valuation of existing structure, if any, shall also have to be paid by the successful tenderer within 30 days from the date of the communication in this regard, through A/c Payee Cheque/Pay Order to 'Kolkata Port Trust'. The calculation of valuation may be inspected by the tenderers at the office of Estate Manager under prior intimation to the Contact Officer.

After expiry of licence (and if fresh licence is not granted to the licensee through tender-cum-auction), KoPT will pay cost of structure (which has been handed over by KoPT to the licensee at the time of handing over the plot), as would be fixed by KoPT's valuer.

10.5 Occupier's share of Municipal Tax on land will also have to be paid by licensee.

10.6 **Interest:**

Delay in making payment of licence fee, shall attract interest thereon as per rate of interest in vogue (presently the rate of interest is 14.25% per annum as per prevailing Schedule of Rates).

10.7 The currency of payment shall be INR.

10.8 The tax components will be as in vogue from time to time. Presently, the tax components are as mentioned below:-

Items	Service tax	Occupier's share of Municipal Tax on land	Municipal Tax on structure
Annual licence fee	14% on quoted annual licence fee	20.25% on quoted annual licence fee	To be assessed by KMC and to be paid to KoPT for onward transmission to KMC

10.9 Possession of land/structure will be handed over to the successful bidder only after receipt of payment (including Security Deposit).

11. **Security Deposit:**

Table No.	Calculation of Security Deposit
A	(accepted offered rate of annual licence fee + Service Tax + occupier's share of Municipal tax on land) x 1/2

11.1 The successful bidder shall remit 1st year's licence fee including taxes and Security Deposit through A/c Payee Cheque/pay order drawn in favour of 'Kolkata Port Trust' before taking over possession of land. The successful bidder may convert the EMD into SD and pay the balance SD.

11.2 SD will be refunded to the licensee after expiry of licence (and if fresh licence is not granted to the licensee through tender-cum-auction), without interest, after adjusting all KoPT dues, if any.

12. **Boundary Wall:** The lessee shall have to construct boundary wall around the licensed land (as would be demarcated by Estate Division) at his own cost.

13. **Purpose:** The licensee shall follow the purpose of licence strictly. No request for change of purpose will be allowed during subsistence of licence.

14. **Guidelines for parking:**

The licensee will ensure the following :

- i) Regulate parking and movement of commercial vehicles such as tankers, trucks and other vehicles in an efficient and organized manner.
- ii) Provide proper sign boards including the locations of parking lots and charges for parking etc.
- iii) Demarcate parking bays within each parking lots.
- iv) The services for parking shall be provided on 24 X 7 basis.
- v) The parking lots within the demarcated area handed over to the Licensee shall be always maintained in neat, clean and hygienic condition. Debris/garbage collected on regular and continuous basis shall be disposed of in an environmentally safe manner on day-to-

day basis.

- vi) Ensure proper upkeep/maintenance of the plot area and other appurtenant areas in the parking lots.
- vii) Provide adequate personnel for regulating, issuing token, collecting parking charges and recording the entry and exit of vehicles.
- viii) Maintain proper record of daily/monthly Entry/Exit of vehicles at the earmarked plots and shall furnish the same to the Licensor periodically and as and when required.
- ix) Provide necessary cabins at the entry point with barriers.
- x) Provide requisite security services for safety of the vehicles kept in the parking lot. KoPT will not be held responsible for any damages/loss to the vehicles parked in the licensed areas.
- xi) Provide drinking water facility at the parking lot.
- xii) Provide adequate illumination at the parking lot.
- xiii) The Licensee shall give priority for parking the dock-bound vehicles (loaded or empty), in the licensed parking lots.
- xiv) Toilet facility has to be provided by the licensee in terms of the prevailing norms

15. **Way leave:** For laying of electric cables, water pipeline, other service lines etc. through KoPT estates (but outside the licenced land), way leave permission from Estate Manager, KoPT will have to be separately obtained for which way leave permission charges, supervision charges, road/land restoration charges (plus taxes), refundable security deposit etc shall have to be paid by the lessee.

16. **Termination of licence:** KoPT reserves the right to terminate the licence and cancel the Agreement, if there is any breach of terms and conditions of licence and/or the Agreement, by giving 7 days' notice.

17. **Essential services:** The licensee should bear the cost of infrastructure required for the power connectivity/ water supply to their premises. After handing over possession of land and on being requested, KoPT will issue necessary NOC for the same.

18. **Statutory Clearances for all plots:** The licensee must obtain all statutory clearances, as may be required as per law, from the concerned Ministries/Departments/ Authorities before commencement of operation and follow all safety norms as may be prescribed by the competent authorities.

19. **Manual/ Oral Auction:** The date, time and other details of manual/ Oral Auction will be intimated to the bidders qualified to participate in the manual/oral auction, in advance. The authorized representative attending the Auction process should submit an authorization letter issued by the competent authority of the bidder authorizing him to attend the auction process and offer bids. A copy of the Photo Identity Card (like PAN, Voter Identity Card, Passport) should be submitted on the day of auction. Original of both the documents (or only the identity proof in case the signatory of the tenderer desires to attend the auction process) should also be made available on the day of auction, for verification.

20. **Compensation:**

If fresh licence is not granted to the licensee through tender-cum-auction and if the ex-licensee does not hand over back the possession of the licenced plot of land in vacant and unencumbered condition immediately after expiry of licence, he shall pay compensation @ 3 times the rate of SoR prevalent at that point of time or his updated tendered rate or updated market rate, as the case may be, to KoPT, for unauthorized use of KoPT land.

EVALUATION CRITERIA

N.I.T. No. KoPT/KDS/LND/02/2015

1. After opening of Techno-commercial offer, manual auction will be held. The Price part of tender would be opened after completion of Manual Auction.
2. Only the Techno-commercially qualified tenderers will be invited to participate in the auction
3. Price part of tender of only the techno-commercially qualified tenderers will be opened.
4. If there is more than one techno-commercially qualified tenderer, there will be oral / manual auction on annual licence fee, for the respective plot. In case, there is only one techno-commercially qualified bidder for any plot, there will not be any requirement for manual/oral auction.
5. Successful bidders for plots will have to pay valuation of structure and peripheral wall, if any, (and cost of valuation), as will be valued by empanelled valuer of KoPT, plus applicable taxes, to KoPT, within 30 days from the date of intimation towards this, in addition to annual licence fee, SD etc. However, there will be no bidding on the valuation of structure and peripheral wall. In Table 'A' where it is indicated "As to be assessed by appointed valuer", it will be KoPT's endeavour to make available the valuation at the earliest.
7. For Plots under Table 'A':
 - a) Only those bidders, whose techno-commercial offers are in order, would be considered as techno-commercially qualified, provided, the **Annual licence fee** offered in the Price Schedule is more than the respective reserve annual licence fee given in Table 'A'.
 - d) Reserve Annual licence fee as indicated in Table 'A' shall be the floor price for manual/oral auction. Only the techno commercially qualified bidder would take part in auction.
 - e) After manual/oral auction, the price bids of techno commercially qualified bidders would be opened.

- f) The successful bidder will be the firm/person who will quote the **higher** of
- (i) highest annual licence fee in auction and
 - (ii) highest annual licence fee in price bid of tender.
- g) In case there is only one techno-commercially qualified tenderer, KoPT will accept annual licence fee quoted in the **Price Schedule** of the tender.

FORMAT FOR PRICE SCHEDULE

Annual Licence fee

Plot No. :	Amount to be quoted in figure (excluding tax) (in Rs.)	Amount to be quoted in word (excluding tax) (in Rs.)
Annual licence fee offered (in Rupees) excluding service tax and Municipal Tax on land (to quote more than the reserve annual licence fee of the relevant plot, as mentioned in Table 'A')		

SIGNATURE OF ENDERER

(Signature & office seal of the Tenderer)

Witness

Name :

Signature :

Address :

Note :

- 1) *'Price Part' shall contain amount only and no conditions whatsoever. Any condition imposed in 'Price Part' shall make the bid liable for outright rejection.*
- 2) *The offer of a tenderer quoting at par or below the Reserve Annual Licence Fee shall not be considered.*

APPENDIX - I

**Format for Tender Fee and Earnest Money deposited for participation in the tender
bearing N.I.T. No. KoPT/KDS/LND/3-2015**

Plot No.

Amount as	Amount in Rs.	TR No./ Banker's Cheque No./ DD No. with date, as applicable	Name and Branch of Bank in case of Banker's Cheque/ DD
Tender Fee			
EMD			

(Signature of the tenderer with stamp)

APPENDIX - II

FORMAT OF UNDERTAKING TO BE SUBMITTED BY THE TENDERER

I (signatory of this undertaking) _____ son/daughter of
_____ aged about _____ years, by faith
_____ by occupation _____, residing at
_____, do hereby solemnly affirm and declare as follows:

- I/We am/are a citizen(s) of India;
- I/We have not been removed/ dismissed from service/employment earlier;
- I/We have not been found guilty of misconduct in professional capacity;
- I/We am not an undischarged insolvent;
- I/We have not been convicted of an offence;
- I/We have read and understood the terms and conditions contained in the tender No. KoPT/KDS/LND/..... and all applicable addenda/ corrigenda;
- I/We agree to all the terms and conditions contained in the tender No KoPT/KDS/LND/,,,,,,, and all applicable addenda/ corrigenda ;
- I/We have not concealed or suppressed any material information, facts and records;
- I/We have made a complete and full disclosure and
- I/We have not been delisted/debarred/blacklisted by any Govt. Ministry/ Department / PSU/ Autonomous Body/ Local Authority in connection with our business with them in any manner whatsoever, during last 5 years.

In the above undertaking, 'I' stands for the individual or the proprietor and 'We' stands for tenderers having other legal status.

Dated:

Signature.....

Name.....

Address.....
.....

SEAL OF THE TENDERER:

The Estate Manager
Kolkata Port Trust
Annexe Building, 4th Floor
15, Strand Road
Kolkata 700 001

Sir,

This has reference to your N.I.T. No. KoPT/KDS/LND/3-2015 published in (name of newspaper) on in connection with “Allotment of different plots of land on licence, for 5 years, on ‘as is where is’ basis, without renewal option, on annual licence fee basis, to willing tenderers, through tender-cum-auction, for development and management of **fee parking area**”.

2. I/We intend to participate in the said tender-cum-auction. As per paragraph 1(i) (r) of “Conditions of Tender” of the said tender, I/we submit the following:-

(a) I/We am/are an existing/ex. lessee and/or licensee and/or way leave licensee and/or foreshore occupier of KoPT for the following plates of KoPT:-

Occupation type (lease or licence or way leave or Foreshore occupation)	Plate No(s)	Lease/ licence Valid upto

(Please increase the number of rows, if required)

(b) I/We hereby certify that there is no mutually admitted estate dues of KoPT (Kolkata Dock System and/or Haldia Dock Complex, as applicable) for all my/our aforesaid plates outstanding on (i.e. the date on which the NIT has been published in newspaper).

OR

I/We hereby certify that the following estate dues of KoPT (Kolkata Dock System and/or Haldia Dock Complex, as applicable) for my/our following plates are outstanding on (i.e. the date on which the NIT has been published in newspaper):-

Plate No(s)	Total outstanding estate dues (in Rs.)

- (c) In case, any or all the aforesaid information furnished by me/us turn(s) out to be false or non-comprehensive, KoPT will have right to reject my/our offer against the instant tender-cum-auction.

Yours faithfully,

Dated:

Signature.....

Name.....

Address.....
.....

SEAL OF THE TENDERER:

[In the above undertaking, 'I' stands for the individual or the proprietor and 'We' stands for tenderers having other legal status]

No. Lnd

.....

.....

.....

Dear Sirs,

Sub: **Grant of licence in respect of land measuring at
..... covered under Plot No. of N.I.T. No.
KoPT/KDS/LND/3-2015**

This has reference to your offer against the subject plot No..... covered under Plot No of N.I.T. No. KoPT/KDS/LND/3-2015. Your offer has been considered by the appropriate authority and it has been decided to grant licence in respect of the subject land msg. sq.m. at, for 5 years from to for the purpose of “**development and management of fee parking area**” at the offered annual licence fee of Rs...../- per year plus applicable rate of municipal taxes and service taxes, education cess, etc.

2. The licence may be granted on the following terms and conditions:-

i] You shall be required to maintain a security deposit of Rs. equivalent to six months' licence fee and taxes for the proposed period of 5 years computed at the aforementioned rate of Rs./- per Year. The security deposit will have to be maintained during existence of licence and will carry no interest. The security deposit will be refunded only after you vacate the premises and there are no outstanding dues recoverable from you by Kolkata Port Trust (KoPT).

ii] The Trustees reserve the right to review and refix the licence fee, as and when Trustees' Rent Schedule will be revised and if the same is found to be more than the updated offered licence fee during continuance of licence.

iii] Non-payment of yearly licence fee and taxes within the due date will attract the interest @ 14.25% per annum from the next date of due date till the date of actual payment. Please note that it is your liability to pay the yearly licence fee within the due date every year, even if the licence fee bills are not received. Please also note that in case of non-receipt of bills within the

10th day of the month in which the yearly bill is supposed to be raised, duplicate bills will have to be collected by you from the Estate Department for the purpose of payment. Interest, however, may vary depending upon the policy of the Central Government from time to time.

iv] The municipal tax will be enhanced as and when the Kolkata Municipal Corporation will increase the yearly tax on land.

v] Subletting, under letting or parting with possession of the aforesaid licenced premises shall not be allowed, under any circumstances.

vi] Transfer/assignment/parting with possession of the licenced premises under consideration will not be allowed, under any circumstances.

vii] In case of any damage of the demised Trustees' properties, you shall have to bear all costs and consequences.

viii] KoPT will issue NOC towards electricity connection after handing over possession of the land and on being requested by the licensee. Internal electrical installations, if needed, will have to be provided and maintained by you at your own cost through Licensed Electrical Contractor and to the satisfaction of the Trustees' Chief Mechanical Engineer.

ix] The licence is terminable on either side by at least 7 days' notice without payment of any compensation whatsoever, subject to the condition that such option of termination shall not be exercised by you at any time prior to expiry of six months from the date of grant of licence.

x] No claim for any damage or compensation for any delay in completion of any engineering work that may be necessary or for any other cause whatsoever will be entertained.

xi] All present and future rates, taxes, assessments, policy in respect of policy of insurance against any risk whatsoever which may now or hereafter be assessed, charged or become payable in respect of the licensed premises, will have to be borne by you.

xii] You shall be required to follow safety norms as may be prescribed by competent authority. You shall also be required to obtain statutory clearances as may be required by law including environmental clearances at your own cost. You shall take anti-pollution and environment friendly measures in consultation with West Bengal Pollution Control Board and other statutory organization at your own cost. You shall be solely responsible for any pollution and environmental degradation, if any, arising out of your activities in and around the said premises.

xiii] You shall utilize the demised premises only for the purpose for which it has been allotted to you, otherwise the licence shall be liable for termination.

xiv] Repair/maintenance of the licensed premises, if applicable and required, may be undertaken by you at your own cost and to the entire satisfaction of the Trustees' Chief Engineer, after obtaining prior permission of Estate Manager, KoPT.

xv] You shall allow at all times free access to the representative of KoPT within the demised premises without any obstacle/hindrance for the purpose of inspection or otherwise.

xvi] Fire fighting arrangements for the premises will have to be made by you at your own cost and to the satisfaction of the Port Fire Officer. In case of any damage of the demised Trustees' properties, you shall have to bear all costs and consequences.

xvii] The proposed allotment being under licensing arrangement, only use and occupation shall be allowed but no exclusive possession will be given.

xviii] After expiry or termination of licence, if you do not vacate the licenced area within the due date, compensation @ 3 times the last licence fee paid or updated SoR or updated market rate, as the case may be, will be charged from the due date upto the date when the licenced area is returned to KoPT in unencumbered and vacant condition.

xix] You shall be required to submit 4 Nos of Post Dated Cheques of **the following amounts** towards licence fee for the period:-

The amounts of yearly licence fees and taxes have been computed on the basis of the offered licence fees which is to be enhanced @2% per annum. However, if there be any upward revision of licence fee dues to imposition of new schedule of rent or upward revision of municipal taxes, etc, supplementary amount shall have to be deposited by you for which necessary intimation will be given to you by KoPT.

xx] Payment of service taxes applicable in terms of Government of India, Ministry of Finance, Department of Revenue's Notification No. 23/2007-Service Tax dated 22.5.2007 as published in the Gazette of India, Extraordinary, Part-II, Section-3, JB-Section (i) and as may be amended from time to time. This along with Education Cess and Higher Education Cess will be applicable on monthly licence fee, security deposit, etc.

xxi] In case of any disagreement between the conditions/notes prescribed in the prevailing Rent Schedule and the conditions prescribed in the Land Policy for Major Ports, the conditions prescribed by the Government in the Land Policy shall prevail.

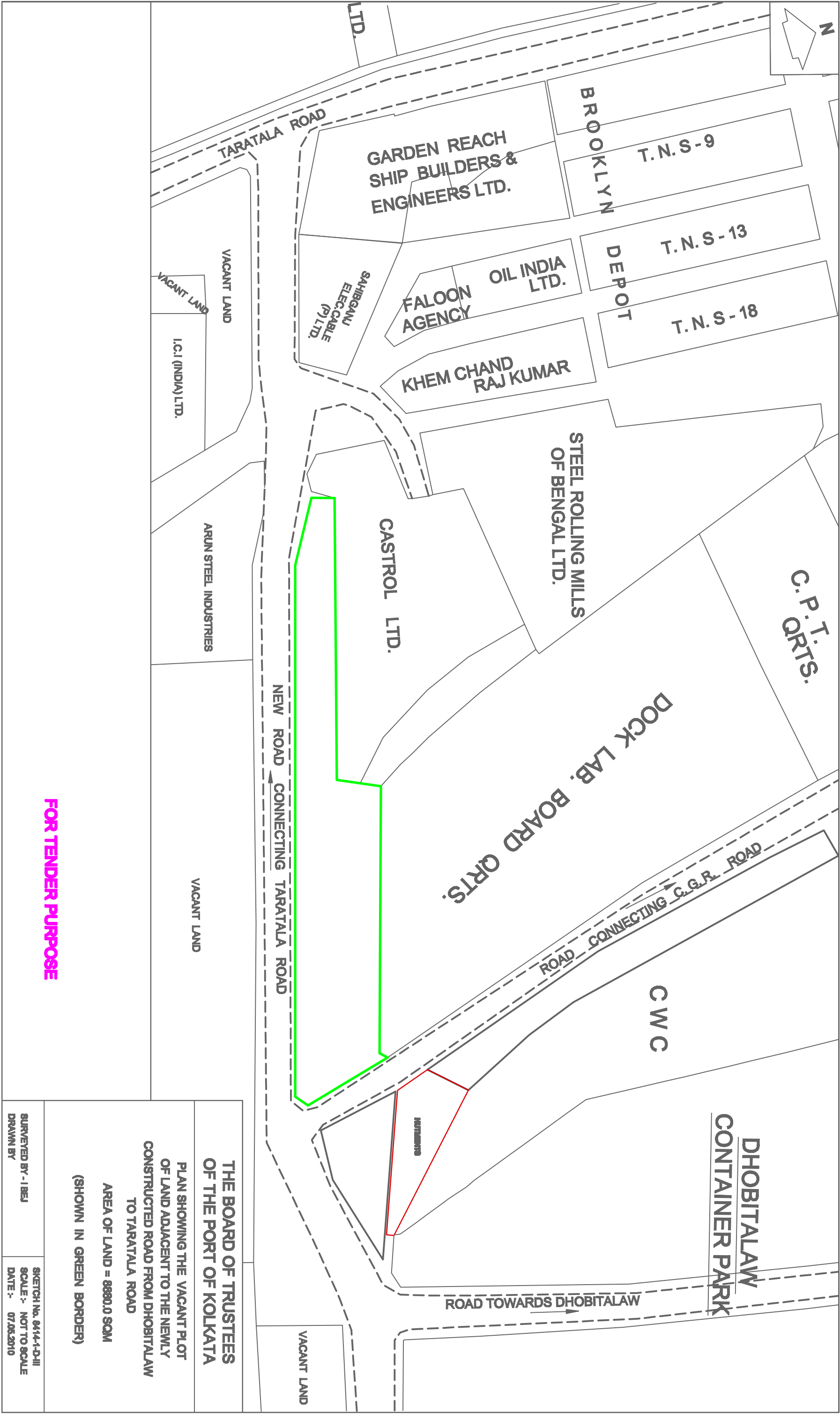
2. All other terms and conditions will be as tender bearing N.I.T. No. KoPT/KDS/LND/3-2015.

3. You are therefore, requested to communicate your acceptance of the aforementioned terms and conditions and remit to this office the following amounts within 30 days from the date of this letter failing which it will be presumed that you are not interested in the licence of the aforesaid plot and in such event, this offer letter will automatically stand cancelled and withdrawn:-

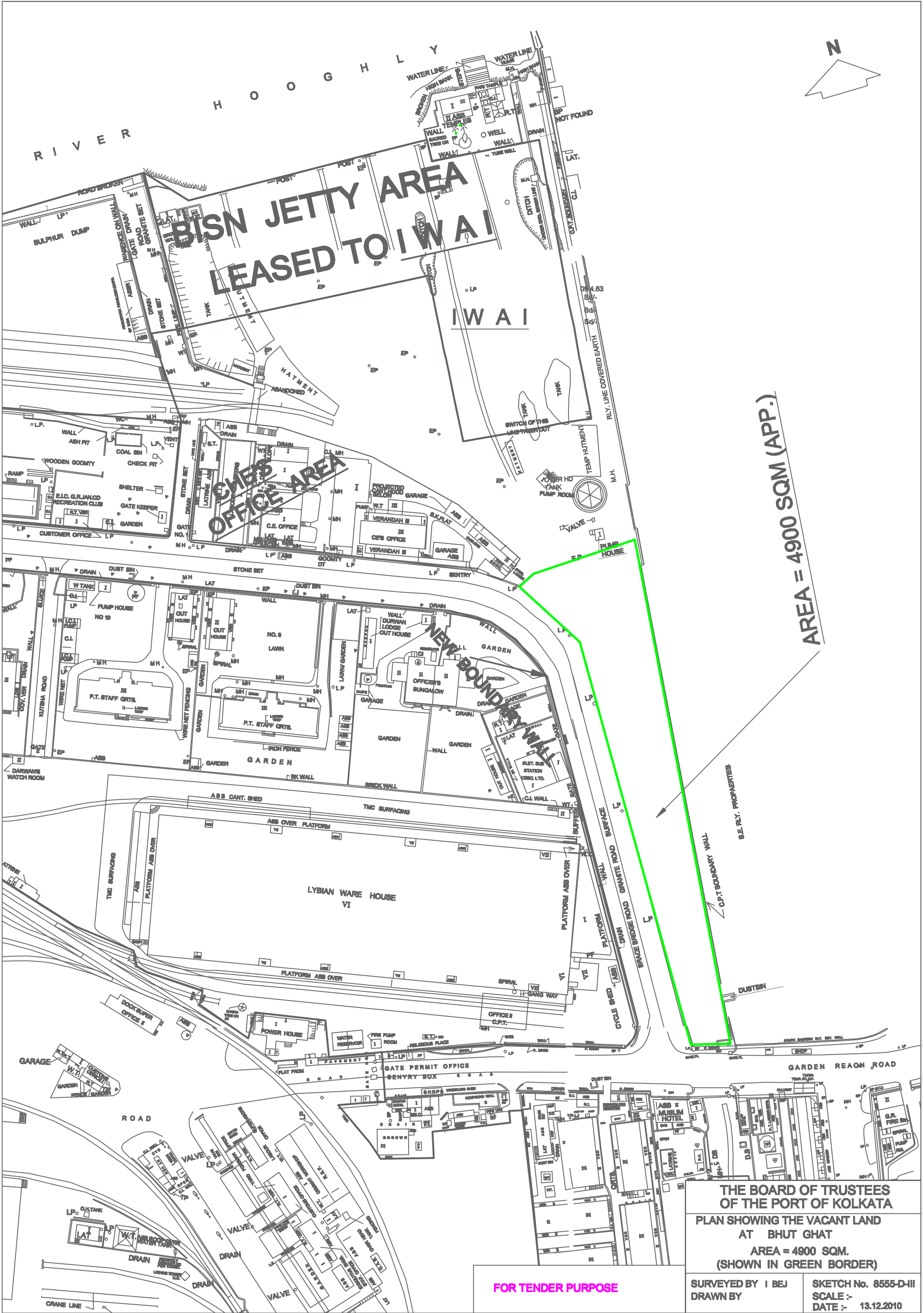
- a) Towards 1st year's licence fees
- b) Towards SD
- c) 4 PDCs

Yours faithfully,

Estate Manager



<p>THE BOARD OF TRUSTEES OF THE PORT OF KOLKATA</p>	
<p>PLAN SHOWING THE VACANT PLOT OF LAND ADJACENT TO THE NEWLY CONSTRUCTED ROAD FROM DHOBITALAW TO TARATALA ROAD</p>	
<p>AREA OF LAND = 8880.0 SQM (SHOWN IN GREEN BORDER)</p>	
<p>SURVEYED BY - I.B.E.J. DRAWN BY</p>	<p>SKETCH No. 84/4-1-D-III SCALE - NOT TO SCALE DATE - 07.08.2010</p>





FOR TENDER PURPOSE

THE BOARD OF TRUSTEES
OF THE PORT OF KOLKATA

VACANT LAND AT NEWLY
CONSTRUCTED ROAD AT DHOBITALAO

AREA = 9619.699 SQM
(SHOWN IN GREEN BORDER)

SURVEYED BY - I BEJ	SKETCH No. 8760-D-III
DRAWN BY -	SCALE :- 1" = 80'-0"
	DATE :- 03.01.2012

