

TENDER DOCUMENT

Tender Notice

N. I. T. No. KoPT/KDS/LND/02-2016

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

15, Strand Road,

Kolkata – 700 001

Website: kolkataporttrust.gov.in

E-Tender under two-part system (Part I: Techno-Commercial Bid and Part II: Price Bid) for “Allotment of four plots of land for development and running of fee parking areas around Dock on licence for five years , *on ‘as is where is’ basis*, without renewal option, against payment of annual licence fee, to willing tenderers through e-tender-cum-e-auction” is invited.

Tender Document and extension-notice / corrigendum/ addendum/ clarifications/ any other notice, if any, are being hoisted in the websites of Kolkata Port Trust (www.kolkataporttrust.gov.in) and MSTC (www.mstcecommerce.com). While viewing and downloading can be done from KoPT website, only MSTC website has to be accessed by the bidders for the sake of participation in the tender and submission of bid.

Bidders are advised to visit the websites regularly in order to get updated as to hoisting of any notice and to act accordingly.

SCHEDULE OF TENDER (SOT):

a.	E-Tender No. (System Generated)	<u>MSTC/HO/KOLKATA PORT TRUST/1/KOLKATA/16-17/9770</u>
b.	MODE OF TENDER	e-tender System by Online Part I - Techno-Commercial Bid and Online Part II - Price Bid through <u>www.mstcecommerce.com/auctionhome/kopt/index.jsp</u> 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 KoPT, if submitted by hard copy, except some specified documents (as mentioned hereunder in this tender document). The said specified documents shall have to be submitted to the Estate Manager, Kolkata Port Trust (KoPT).
c.	Date of NIT available to parties to download	From 17.09.2016 to 20.10.2016
d.	Time period for submission of query by e-mail and request for site inspection	By 26.09.16
e.	Likely time of uploading the Addendum, if any	By 04.10.16
f.	Tender fee & Earnest Money Deposit	The intending bidders shall remit both tender fee and Earnest Money, as per details given hereunder, before submission of offer. The bidders are advised to deposit both tender fee and Earnest Money (for an amount as indicated in the respective

		row of the enclosed tables) to Kolkata Port Trust alongwith their offer; otherwise their offer will be summarily rejected. In other words, Tenderers shall deposit Earnest Money & Tender Fee before filling in and submission of bids.
	i) Tender Fee	Rs. 5,000/- (Rupees five thousand only) for each plot
	ii) Earnest Money Deposit	As indicated in the plot details of this tender document
g.	Date of Starting of e-Tender for submission of online Techno-Commercial Bid and Price Bid at www.mstcecommerce.com/auctionhome/kopt/index.jsp	From 05.10.2016
h.	Last date of remittance of EMD & tender fee	Upto 17-00 hrs. on 18.10.2016 (<i>remittance of EMD & tender fee thereafter and within the closing time of bid submission is entirely at the risk and responsibility of the bidder concerned</i>)
i.	Date of closing of online e-tender for 'submission of Techno-Commercial Bid & Price Bid'	Upto 16-00 hrs. on 21.10.2016
j.	Date of closing of submission of hard copies of the listed papers to the Estate Manager	Upto 16-00 hrs. on 21.10.2016
k.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	To commence after 16-00 hrs. on 21.10.2016
l.	Date & time of e-auction and opening of Part II (i.e. Price Bid) shall be informed separately at appropriate time to only the techno-commercially qualified bidders.	

Opening of techno-commercial bid and price bid are not public events

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

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PLOT DETAILS

Allotment of four plots of land for development and running of fee parking areas around Dock on licence for five years

Plot No.	Description / Location of plot of Land [Sketch Plan No. of plot]	Approx Area of plot of land (in Sqm)	Reserve Annual Licence fee in Rs.	EMD in Rs.
A1	Land at the Bhutghat [Sketch Plan No. 8555-2-D-III]	6,870	34,33,626/-	3,43,363/-
A2	Existing parking yard near ITC [Sketch Plan No. 9012-2-D-III]	14,885.26	78,99,753/-	7,89,975/-
A 3	Land near Dhobiatalao on New Road [9,300.00 (Sq.m)] vide Sketch Plan No. 8414-1-D-III & Land near Dhobiatalao on New Road [8,880.00 (Sq.m) vide Sketch Plan No. 8760-1-D-III]	18,180	90,01,282/-	9,00,128/-
A4	Land at Kantapukur [Sketch Plan No.9020-DII]	8,934	44,33,051/-	4,43,305/-

NOTE: The sketches are separately uploaded with this tender document.

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Part – I: Techno-Commercial Bid**IMPORTANT INSTRUCTIONS TO E-TENDER**

This is an e-tender event of KoPT. The e-tender service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

Tenderers willing to participate in this tender are required to go through the entire tender document.

1.	<p>Process of E-tender:</p> <p>A) Registration:</p> <p>(i) The process involves registration of bidders with MSTC e-tender portal which is free of cost. For this purpose, any willing bidder is required to apply online through the MSTC website www.mstcecommerce.com/auctionhome/kopt/index.jsp as per details given in this tender document.</p> <p>(ii) Only after registration, the bidder(s) can submit his/their bids electronically. Electronic bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The bidder should possess at least Class II signing type digital certificate (Bids will not be recorded without Digital Signature).</p> <p>(iii) Any willing bidder not yet in possession of at least Class II signing type digital certificate, would be required to obtain the same at their own cost and arrangement prior to participation in the instant tender.</p> <p>(iv) Bidders are to make their own arrangement for bidding from a P.C. connected with Internet. Neither KoPT nor MSTC shall be responsible for making such arrangement.</p> <p>SPECIAL NOTE: BOTH PRICE BID AND TECHNO-COMMERCIAL BID ARE TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/auctionhome/kopt/index.jsp</p> <p>1) Bidders are required to register themselves online with www.mstcecommerce.com/auctionhome/kopt/index.jsp → Registration → Register as Bidders' Filling in details and creating own user-id and password → Submit.</p> <p>2) Bidders will receive a system generated mail confirming their registration in their e-mail ID which will be provided during filling in the registration form. Bidders are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem. In case of any clarification, bidders are advised to contact KoPT/MSTC (before the scheduled time of the e-tender). Contact person (KoPT):</p> <table border="1" data-bbox="256 1608 1430 1860"> <tr> <td data-bbox="256 1608 841 1860"> 1. Name: Shri J Sengupta Estate Division, KoPT, 5th Floor, Annexe Building, 15, Strand Road, Kolkata – 700 001 Contact No.09674720088 E-mail id: jsengupta@kolkataporttrust.gov.in </td><td data-bbox="841 1608 1430 1860"> 2. Name: Shri S. Dasgupta Estate Division, KoPT, 5th Floor, Annexe Building, 15, Strand Road, Kolkata – 700 001 Contact No.09836298697 E-mail id: s.dasgupta@kopt.in </td></tr> </table>	1. Name: Shri J Sengupta Estate Division, KoPT, 5 th Floor, Annexe Building, 15, Strand Road, Kolkata – 700 001 Contact No.09674720088 E-mail id: jsengupta@kolkataporttrust.gov.in	2. Name: Shri S. Dasgupta Estate Division, KoPT, 5 th Floor, Annexe Building, 15, Strand Road, Kolkata – 700 001 Contact No.09836298697 E-mail id: s.dasgupta@kopt.in
1. Name: Shri J Sengupta Estate Division, KoPT, 5 th Floor, Annexe Building, 15, Strand Road, Kolkata – 700 001 Contact No.09674720088 E-mail id: jsengupta@kolkataporttrust.gov.in	2. Name: Shri S. Dasgupta Estate Division, KoPT, 5 th Floor, Annexe Building, 15, Strand Road, Kolkata – 700 001 Contact No.09836298697 E-mail id: s.dasgupta@kopt.in		

	<p style="text-align: center;">Contact person (MSTC):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> 1. Shri Sabyasachi Mukherjee Contact No.- 07278030407 (033)22901004 E-mail- smukherjee@mstcindia.co.in </td><td style="width: 50%; padding: 5px;"> 2. Ms. Sumana Maity Contact No. 09831155225 (033)22901004 E-mail- smaity@mstcindia.co.in </td></tr> </table> <p>B) System Requirement:</p> <p>i) Windows XP-SP3 & above/Windows 7 Operating System / Windows 8 ii) IE-7 and above Internet browser. iv) Signing type digital signature v) JRE software to be downloaded and installed in the system. To enable ALL active X controls and disable ‘use pop up blocker’ under Tools →Internet Options→ custom level.</p> <p>The system requirements are as follows:</p> <ul style="list-style-type: none"> Operating System- Windows XP Service Pack III and above Web Browser- Preferred IE 7 and above. Active-X Controls Should be enabled as follows: Tools =>Internet Options =>Security =>Custom Level => Enable all Active-X Controls =>Disable “Use Pop-up Blocker” Java (Latest is JRE 8 Update 101 – File name Windows X-86 Offline) <p>To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p> <ul style="list-style-type: none"> Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”. Other Settings: Tools => Internet Options => General => Click On Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”. <p><u>For details, refer to the “Vendor Guide” and a video guide available under “View Video” Link.</u></p>	1. Shri Sabyasachi Mukherjee Contact No.- 07278030407 (033)22901004 E-mail- smukherjee@mstcindia.co.in	2. Ms. Sumana Maity Contact No. 09831155225 (033)22901004 E-mail- smaity@mstcindia.co.in
1. Shri Sabyasachi Mukherjee Contact No.- 07278030407 (033)22901004 E-mail- smukherjee@mstcindia.co.in	2. Ms. Sumana Maity Contact No. 09831155225 (033)22901004 E-mail- smaity@mstcindia.co.in		
2.	<p>Format of Bid:</p> <p>(A) Part I Techno-Commercial Bid will be opened electronically on specified date and time as given in the Tender Notice. Bidder(s) cannot witness electronic opening of bid since the same is not a public event.</p> <p>(B) Part II Price Bid: All the Techno-Commercially qualified bidders shall have to participate in the e-auction for which date & time will be intimated separately. Once the e-auction amongst the qualified tenderers is over, Price Bids of those bidders shall be opened electronically. Thereafter, the highest rate amongst all the rates received through the e-auction and the Price Bids shall be accepted as a H1 bid for the tender for the concerned plot.</p> <p>All entries in the tender (both Techno-commercial Bid and Price Bid) should be entered online without any ambiguity.</p>		

	<p>The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>Note :</p> <p>(i) Any necessary notice/ addendum/ extension notice/ corrigendum to the tender would also be hoisted in the e-tendering portal of M.S.T.C under the “Notification” Link</p> <p>(ii) E-tender cannot be accessed after the due date and time mentioned in this Tender Notice, unless extended further with due notice in the website.</p> <p>(iii) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
3.	<p>Remittance of Tender Fee & EMD:</p> <p>Bidder(s) are advised to remit payment towards tender fee and EMD in the manner stated hereafter and verify completion of transaction in respect of remittance of the same. In case of failure to do so for any reason, the bidder will not be eligible to submit bid and KoPT will not be responsible on this account.</p> <p>While Tender fee is non-refundable for all the bidders, EMD will be refunded by KoPT to the unsuccessful bidder(s), without interest, against respective PAN. Bank details i.e. name of bank and & address, Current a/c No, IFS Code, cancelled cheque are to be furnished by the bidder for refund. [Such refund is, however, subject to any clause attracting forfeiture of EMD].</p> <p>Details of remittance of payment of EMD and Tender Fee are given hereafter separately.</p>
4.	Submission of on-line bid:
4.1	The bidder(s), who have submitted the above fees, can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com →KOPT →Lease of Property→ Login →Click for Auctions→ Stage I Bid Submission→ Live Auctions →Selection of the live event→ Techno Commercial and Price Bids.
4.2	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 Techno-Commercial bid. If this application is not run, the bidder will not be able to save/submit their bid and will get the error messages.
4.3	After filling in the Common Terms bidder should click ‘save’ for recording their Commercial bid. Then the link for Techno-Commercial Bid would be activated and the bidder should click on ‘save’ for recording their Techno-Commercial bid subsequently. Once the same is done, the Price Bid link becomes active and the same has to filled in and then bidder should click on “save” to record their price bid. Once both the Techno-Commercial bid & Price bid are saved, the bidder can click on the “Submit” button to register their bid.
4.4	Bidder’s alertness / duty:
4.4.1	There is no provision to take out the list of prospective bidders downloading the tender document from the website mentioned in NIT. Hence, it is not possible for KoPT to intimate each of them individually at every intermediate stage. As such, all prospective bidders are requested to see the website once again before the due date of tender opening to ensure that they have not missed any extension or any other notice/ corrigendum/ addendum/ clarifications, if any, uploaded against the said tender, after downloading the tender document. The responsibility of downloading the subsequent item, if any, will be the sole responsibility of the prospective

	bidders.
4.4.2	All correspondence to the bidder(s) after participation in the tender shall be sent by e-mail only during the process till finalization of tender by KoPT. 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 validity of their DSC (Digital Signature Certificate).
4.5	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.
4.6	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his automatic acceptance of all the terms & conditions for the tender including those contained in the extension or any other notice/ corrigendum/ addendum/ clarifications, if any.
4.7	Price Bid submission: As detailed in Annexure VII (page 27) of this tender document.
5.	E-auction: At the stage of e-auction amongst the techno-commercially qualified bidders, the bidders shall only quote the total bid value.
6.	Price bid opening:
	All the Techno-Commercially qualified bidders shall have to participate in the e-auction for which date & time will be intimated separately. Thereafter, Price Bid will be opened electronically. It is then that the higher bid out of the highest Price Bid and highest Auction bid shall be accepted as the H1 bid for the tender for the plot concerned.
NOTE:	
(a) 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 tender fee, is allowed upto the closing time of the tender.	
(b) After the closing time of event has passed, no bid will be accepted by the system. Hence, bidders are advised to make final submission of their bids well within time.	
(c) In all cases, bidders should use their own ID and Password alongwith Digital Signature at the time of submission of their bid.	
(d) During the entire e-tender-cum-e-auction process, the bidders will remain completely anonymous to one another and also to everybody else.	
(e) The e-tender floor shall remain open from the pre-announced date & time and for such duration as mentioned above.	
(f) All electronic bids submitted during the e-tender process shall be legally binding on the bidder.	

(g) KoPT reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, as the case may be, without assigning any reason thereof.

Part – I: Techno-Commercial Bid**Guideline for registration & remittance of tender fee and EMD****Contents:**

- A. Prior Registration with MSTC for e-bidding:**
- B. Participation in Bid:**
- C. Payment Through The “Smarthub” page**
- D. Refund of EMD:**

A. Prior Registration with MSTC for e-bidding:

1. Before e-payment and bid submission, the bidder shall have to get registered with MSTC **free of Cost as per procedure as laid down in this tender document.**
2. 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.
 - a) Name of the bidder (mandatory);
 - b) PAN of the bidder (mandatory);
 - c) Address of the bidder (mandatory);
 - d) e-mail id of the bidder (mandatory) [in case the bidder is other than individual, e-mail ID of the authorized representative of the bidder is to be furnished];
 - e) Mobile No. of the bidder (mandatory) [in case the bidder is other than individual, Mobile No. of the authorized representative of the bidder is to be furnished];
 - f) Status of the bidder (either of individual, proprietor, partnership firm, company, joint venture, LLIP/ HUF/ Society/ Others (to specify if others) (mandatory);
 - g) Fax No. of the bidder (optional) [in case the bidder is other than individual, Fax No. of the authorized representative of the bidder is to be furnished];
 - h) Land Phone No. of the bidder (optional) [in case the bidder is other than individual, Land Phone No. of the authorized representative of the bidder is to be furnished].
3. On completion of formalities for such registration by the bidders, the system of MSTC shall assign a unique registration number to the bidder. The same shall by default be transmitted to the aforesaid e-mail of the bidder
4. Now the bidder in possession of unique registration number provided by MSTC and also otherwise in possession of * digital signature for signing, is eligible to make necessary payment for tender fee and EMD by **off-line** or **online** mode as detailed hereunder separately. In both the cases, the

bidders are required to remit the tender fee and EMD separately for easy identification of the respective amounts deposited by each bidder.

** those not yet having digital signature are required to obtain the same of their own in order to participate in this tender.*

B. Participation in Bid:

- 1) In the bidder's login for KOPT Land licence, an e-payment link will enable the bidder to submit the EMD and tender fee for a given lot.
- 2) In the said link, the list of tenders under KOPT Land licence shall be displayed. On selecting a tender, the list of lots under that tender would be populated
- 3) The bidder then shall view the lots which shall contain the plot details and the details of EMD and Tender fee amount.
- 4) The bidder will now make the payment through HDFC Bank payment micro site (Smarthub) after generating a print out of the payment details . The link of microsite of HDFC Bank will be hosted in MSTC site in the login page from where the bidders will be able to access the same.

C. Payment through the "Smarthub" page:

1. The Bidder shall fill in the following details in the "Smarthub"
 - a) Bidder's Name;
 - b) Unique Bidder ID (provided by MSTC at the time of registration by the bidder);
 - c) Unique e-tender number for the particular plot of the tender in which the bidder intends to participate;

2.1 Then the bidder is required to select the type of payment through a drop-down menu. Options available here will be either of the following:-

- i) Tender Fee;
- ii) EMD.

[Note: The bidder shall have to remit both tender fee and EMD, one by one to complete the payment part]

2.2 If the bidder selects Tender fee, then amount field get automatically populated as Rs 5,000/-;

2.3 If the bidder selects EMD, then amount field get automatically populated with the respective EMD amount corresponding to the e-tender number in accordance with the input given in above option 'c';

3. In either case (whether for remitting tender Fee or EMD), the bidder shall click on 'NEXT' button. Then a pop-up verification page will come up, which will ask for confirmation from the bidder on the correctness of the details already entered by him in the above 'C' (1) 'a—c' options. If the bidder finds an error, he shall opt for 'BACK' button to get back to the previous page for making

necessary corrections. If the bidder finds the details to be correct, he will click on 'I CONFIRM' button. The bidder will then be directed to the next page.

4.1 In the next page, the bidder will be given various payment options:

- a) NEFT/ RTGS;
- b) Multi-bank net-banking;
- c) Debit card/ Credit Card;
- d) Demand Draft/ Pay order.

4.2 He shall select the relevant option and click on "MAKE PAYMENT" button.

5. Details of various payment options:-

5.1 **If the client selects NEFT/ RTGS option**

Once "MAKE PAYMENT" is clicked by the bidder, the HDFC Bank "Smarthub" page shall generate a **pre-filled** challan having all the details required *corresponding to the bidder, the plot concerned and Tender fee / EMD* namely,

- (i) Name of the Beneficiary, i.e. KoPT;
- (ii) Account No. of the Beneficiary;
- (iii) Bank and Branch of Beneficiary;
- (iv) IFSC Code of Branch of Beneficiary's bank;
- (v) Amount;

(a) The bidder shall remit the requisite amount by RTGS/ NEFT in their respective bank **within scheduled date and time** as mentioned in this tender document. The bidder will take a printout of this challan to his bank, fill up his bank's NEFT/ RTGS request form by filling up the above mentioned details [points (i)-(v)] and initiate the payment from his bank. Remittance of Tender fee or EMD or both beyond the scheduled date and time as mentioned in this tender document shall render the offer liable for outright rejection and forfeiture of the said amounts so deposited. No communication in this regard shall be entertained by KoPT.

(b) After making payment by this mode, the bidder would login to the e-Tendering portal of MSTC and shall submit bid on-line by filing 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.

5.2 **If the client selects Multibank Net Banking option**

- (i) Once "MAKE PAYMENT" is clicked by the bidder, Net-banking screen would display the list of Banks.
- (ii) The Net-banking gateway would re-direct the Bidder to the Net-banking page of the selected Bank.
- (ii) Bidder would enter the account credentials and would confirm payment.

(iv) The Bank would verify the credentials and would confirm via a message - either “successful” or “failure” through the PAYMENT GATEWAY. The same would be confirmed back to HDFC Bank “Smarthub” page.

(v) The page would also automatically be routed back to e HDFC Bank “Smarthub” page.

(vi) The status of the payment would then be displayed as “successful” HDFC Bank “Smarthub” page.

Otherwise, in case of failure, HDFC Bank “Smarthub” page would allow the Bidder to process another payment attempt.

(vii) After making payment by this mode, the bidder would login to the e-Tendering portal of MSTC and shall submit bid on-line by filing 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.

5.3 If the client selects Debit card/ Credit card option

(i) Once “**MAKE PAYMENT**” is clicked by the bidder, the PAYMENT GATEWAY would guide the Bidder to enter card particulars and confirms payment. The Bank would verify the credentials and process the transaction.

(ii) The page would also be automatically routed back to HDFC Bank “Smarthub” page.

(iii) The status of the payment would then be displayed as “successful” in HDFC Bank “Smarthub” page

(iv) The HDFC Bank “Smarthub” page would also generate a receipt for the successful transaction. The bidder can take a print-out of the same and can also save a soft copy thereof.

(v) Otherwise, in case of failure, HDFC Bank “Smarthub” page would allow the Bidder to process another payment attempt.

(vi) After making payment by this mode, the bidder would login to the e-Tendering portal of MSTC and shall submit bid on-line by filing 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.

5.4 If the client selects Demand Draft/ Pay-order option

(i) Once “**MAKE PAYMENT**” is clicked by the bidder, a challan will be generated.

(ii) The challan will be pre-populated with the following details:

a) Name of the Beneficiary, i.e. KoPT;

b) Client code of KoPT;

c) Bidder Name;

d) Bidder ID;

e) e-tender number;

f) Amount;

g) Unique Challan No.;

h) No of instruments being deposited under the challan which will by default be “One”;

i) Deposit location will be by default Kolkata

(iii) The bidder has to make a demand draft/ pay-order favouring “Kolkata Port Trust Estate Collections” payable at Kolkata. **Please note that if outstation demand draft/ pay-order is deposited, the same will not be processed and the bidder will not be allowed to bid.** Once the demand draft/ pay-order is prepared, the bidder has to fill in the following details in the challan and submit the same alongwith the demand draft/ pay-order to any of the branches of HDFC Bank **within scheduled date and time** as mentioned in this tender document.

(iv) Following details are to be filled in by the bidder in the challan:

- Tick whether it is a HDFC Bank or other bank Demand Draft/ Pay-Order/ Banker’s Cheque;
- Demand Draft No. / Pay-Order No. / Banker’s Cheque No.;
- Date of Demand Draft / Pay-Order / Banker’s Cheque ;
- Date of deposit of Demand Draft / Pay-Order / Banker’s Cheque;
- Demand Draft / Pay-Order / Banker’s Cheque drawn on (location);
- Signature on the deposit slip.

(v) List of acceptable branches of HDFC where the tender fee / EMD may be deposited by the bidders:

STEPHEN HOUSE	Kolkata	West Bengal	HDFC BANK LTD.STEPHEN HOUSE,4 B.B.D. BAG - EAST,KOLKATAWEST BENGAL	700 001
BHOWANIPORE	Kolkata	West Bengal	88, CHOWRINGHEE ROAD,1ST FLOOR,NEXT TO P C CHANDRA JEWELLERSKOLKATAWEST BENGAL	700020
BUDGE BUDGE	Kolkata	West Bengal	HDFC BANK LTD20/A, S.N. BANERJEE ROAD, BUDGE BUDGE, KOLKATAKOLKATAWEST BENGAL	700137
NEW ALIPORE	Kolkata	West Bengal	174A GROUND FLOOR NEW ALIPORE, BLOCK G , KOLKATA, WEST BENGAL	700053
BURRABAZAR	Kolkata	West Bengal	SHREE ARCADE,1ST FLOOR,2,JOGENDRA KAVIRAJ ROWKOLKATAWEST BENGAL	700007
LAKE TOWN	Kolkata	West Bengal	A 869,LAKE TOWN,NEAR JAYA CINEMA,KOLKATAWEST BENGAL	700089
PARK STREET	Kolkata	West Bengal	31,CHOWRINGHEE ROAD,PARK STREET,KOLKATAWEST BENGAL	700016
DALHOUSIE - CLIVE ROW	Kolkata	West Bengal	JARDINE HOUSE,4, CLIVE ROW,KOLKATAKOLKATAWEST BENGAL	700001
INDIA EXCHANGE PLACE	Kolkata	West Bengal	P/34INDIA EXCHANGE PLACESHAH HOUSEKOLKATAWEST BENGAL	700001
M G ROAD	Kolkata	West Bengal	HDFC BANK LTD19, ARMENIAN STREETKOLKATAKOLKATAWEST BENGAL	700001

Note: Submission of draft to any other branch shall not be accepted.

(vi) After making payment by this mode, the bidder would login to the e-Tendering portal of MSTC and shall submit bid on-line by filing 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.

D. Refund of EMD:

1. The refund of EMD to the unsuccessful bidder shall be made after finalization of the tender.
2. In case of successful tenderer, the EMD shall not be refunded, and instead, the same shall be adjusted with the amount to be deposited as Security Deposit prior to allotment of the plot.
3. Refund of EMD to the remaining unsuccessful bidders for any plot shall be made only by NEFT/ RTGS to their respective accounts as per particulars already furnished by them during registration with MSTC.

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Part – I: Techno-Commercial Bid
GENERAL INSTRUCTIONS TO THE TENDERERS

The techno-commercial part of the offer shall contain the following:-

Sl. No.	Compliance in respect of
(i)	Remittance of Earnest Money Deposit (EMD) as indicated in this tender
(ii)	Remittance of Tender Fee as indicated in this tender
On-line submission of the following	
(iii)	Duly filled in Appendix – I (regarding details of remittance of Tender Fee & EMD) alongwith self certified scanned copy of proof of remittance (as the case may be depending on the mode of submission)
(iv)	Duly filled in Profile of the tenderer
(v)	Scanned copy of Authorization letter (no format provided) in favour of the signatory to the tender
(vi)	Scanned copy of duly filled in Appendix – II (for undertaking for not having been black-listed etc)
(vii)	Self certified scanned copy of IT PAN Card/ TAN
(viii)	Self certified scanned copy of IT return of the last financial year
(ix)	Self certified scanned copy of duly signed self declaration of the bidder as to the amount of admitted estate port dues (for all plates of the prospective tenderer in KDS and HDC) as on the day of NIT as per format given in Appendix – V. In case there are unpaid dues, the prospective tenderer may be allowed to participate in tender, only if he agrees to pay on upfront basis on becoming successful bidder.
(x)	Self certified scanned copy of duly signed cancelled cheque
Off-line submission of	
(xi)	Self certified copy of partnership deed or Memorandum of Association & Article of Association, as applicable, for the bidder concerned
Submission of bid	
Clicking on “ Save” button to confirm having read and understood and agreed to all terms and conditions of the tender document, addendum, corrigendum, extension notice or any other communication including the sketch	

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Part – I: Techno-Commercial Bid**GENERAL INFORMATION TO THE TENDERERS**

1. Sketch Plan showing the plot of land is as attached with this tender document.
2. Each plot of land as per tables under Annexure – I will be allotted in a single parcel and will not be subdivided into parts to accommodate more than one licensee.
3. The land will be allotted on 'as is where is' basis.

4. Eligibility Criteria of the Bidder:

- (i) The entity remitting the tender fee & EMD and submitting the bid, must be the same entity.
- (ii) The bidder shall submit an authorization, authorizing the signatory of the bidder to commit the tender.
- (iii) All the tender conditions are to be fulfilled.

5. Inspection of site:

Prospective tenderers are advised to contact Shri J. Sengupta, at Cell Phone No. +91 96747 20088 or Shri S. Dasgupta, at Cell Phone No. +91 9836298697, in advance, during office hours (i.e. from 09-30 hours to 17-30 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.

6. Deemed inspection:

It is during this site inspection that the prospective bidders would be intimated as to the unusable structures, if any, to be demolished by KoPT before handover of the plots. In the event of absence during the site inspection, no future request of the prospective bidders pertaining to demolition of unusable structures by KoPT would be entertained.

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.

7. Query pertaining to bid:

- (i) Bidders may send advance queries to the Contact Officers by e-mail within the time schedule mentioned above. KoPT will be at liberty to amend the tender document and issue addendum, if needed, pursuant to receipt of such queries or otherwise. *However, no separate reply to the queries shall be made to the respective querists.*
- (ii) The same, if issued, shall post facto become part and parcel of the tender document and shall be hoisted in the website.
- (iii) Besides, any other addendum, if issued, shall also be hoisted in the website and the same shall likewise become part and parcel of the tender document.
- (iv) Hence, prospective bidders are advised to visit the website (i.e. www.mstcecommerce.com/auctionhome/kopt/index.jsp & www.kolkataporttrust.gov.in) accordingly upto

the date (or revised date, if any) of submission of tender.

8. Tender Downloading:

(i) For reading and not for bidding:-

Tender Document has been hoisted in the websites (www.mstcecommerce.com/auctionhome/kopt/index.jsp & www.kolkataporttrust.gov.in). Interested bidders may download the tender document from KoPT website only

(ii) For participation in the tender:-

MSTC website shall have to be accessed only after registration, as stated above. The intending bidder shall, thereafter, remit the tender fee amounting to Rs. 5,000/- (non-refundable) in the manner stated above before submission of offer.

9. Earnest Money:

- a) The Earnest Money against the plot of land for which the bidder intends to submit the offer, shall be remitted in the manner stated above, before submission of offer.
- b) The amount of Earnest Money will be refunded to the unsuccessful bidders without interest after the selection of successful bidder, subject to the conditions of forfeiture of EMD, as mentioned hereunder and in the case of successful bidders, this amount will be adjusted against the Security Deposit payable.
- c) Mere submission of offer will not mean that the offer will be automatically considered qualified and bid will be entertained.

10. Forfeiture of Earnest Money:

- i) The Earnest Money shall be forfeited if the bidder withdraws the offer during the interval between the last date and time of submission of the offer or any extension thereof and expiration of the validity period of the offer including extension thereof.
- ii) The successful bidder shall have to accept the terms & conditions of the offer of licence and remit requisite Annual licence fee for 1st year, Security Deposit, post dated cheques for payable amounts in the subsequent years etc. within a period as specified in this tender document, failing which the offer shall stand cancelled and the Earnest Money deposited by the bidder shall stand forfeited.
- iii) In case, if it is found that Tender fee and EMD of requisite amount have not been remitted by the bidder for each of the plots for which offer(s) has / have been submitted by the said bidder, the offer submitted by that particular bidder for the plot(s) concerned shall be cancelled and EMD amount deposited by that bidder alongwith the offer(s) for the said plot(s) shall be forfeited.
- iv) The documents submitted by bidder(s) will be scrutinized. In case, any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business with KoPT can also be taken against defaulting bidders.
- v) Non-acceptance of offer letter in any manner, as detailed in clause No. 20 hereunder
- vi) Non-implementation of the usage of the allotted plot of land as per tender terms.
- vii) Withdrawing of offer within the period of validity

- viii) Subsequently deviating from the terms of the tender
- ix) Furnishing of any of the following in the tender - incorrect/ incomplete information / tampered document to deliberately mislead KoPT.

11. **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 bidder in response to any request made by KoPT.

12. **Submission of off-line documents:**

Hard copy of the document as listed in ANNEXURE –IV above shall be submitted separately to the Estate Manager, KoPT within the date and time of submission of e-tender, as stated above. The same is to be put inside a sealed cover, superscribing “**Hard Copy**”, mentioning the **Tender No. Plot No. & Bidder ID** as provided by MSTC to the bidder during registration. The sealed envelope shall have to be submitted 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 the closing time of the e-tender.

13. KoPT and MSTC shall not be responsible for any problem at the bidder’s end like failure of electricity, loss of internet connection, any trouble with bidder’s PC etc, which may cause inconvenience or prevent the bidder from bidding in any e-tender-cum-e-auction. In case of any problem / interruption in service at server end, MSTC shall do the needful. Besides, decision of MSTC shall be final and binding on all bidders in the event of any dispute as to interruption of connectivity in connection with the tender. Needless to say, the aforesaid decision of MSTC shall be based on proof thereto.

14. **Interruption of activities:**

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

15. **Right of acceptance:** Kolkata Port Trust reserves the right to accept or reject any or all tenders without assigning any reason thereof.

16. **Offer Preparation Cost:** The bidder 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

17. **Tests of Responsiveness:**

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 in the manner required as per tender terms.
- (ii) is accompanied by requisite Tender fee and requisite EMD, as stipulated.
- (iii) is accompanied by all the forms and formats dully filled in/ executed, as the case may be.
- (iv) contains all the information as requested in the tender document.
- (v) does not show inconsistencies between the offer and the supporting documents.
- (vi) proposes no change in the offer as compared to the terms & conditions of the allotment, as detailed in this tender document

18. **Clarifications:** To assist in the process of evaluation of Tender, KoPT may, at its sole discretion, ask any bidder to provide additional documents / details or KoPT may seek clarifications in writing from any bidder regarding its offer. The request for providing such additional details / documents and / or clarification and the response shall be in writing through e-mail as provided above.

19. **Confidentiality:** Information required by KoPT from the bidder (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.

20. **Acceptance to Port's offer of allotment:**

After finalization of the tender through e-tender-cum-e-auction, the offer of allotment of land will be made to the successful bidder. The successful bidder shall be required to formally accept the terms & conditions of the offer of licence and remit requisite Annual licence fee for 1st year, Security Deposit, post dated cheques for payable amounts in the subsequent years etc. within a period as specified in the offer letter, failing which the offer shall stand cancelled and the Earnest Money deposited by the bidder shall stand forfeited. The possession of the plot of land concerned will be handed over after completion of the required formalities including payment as will be specified in the offer letter.

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Part – I: Techno-Commercial Bid**Conditions of Licence****1. Licence:**

- (i) Licence Period: 05 years without any option for renewal.
- (ii) On expiry of the aforesaid licence period of 5(five) years, if the same plot is included in tender-cum-auction for further allotment for the purpose **of fee parking**, the existing licensee may get 'First Right of Refusal' for the same purpose in such tender-cum- auction, provided, he does not have any breach of the terms and conditions of licence, subject to the condition that the then Land Policy Guidelines of Govt. of India would not prohibit such arrangement. The option of 'First Right of Refusal' will be extended only once to existing licensee.

2. Purpose:

Exclusively for the purpose of parking of Commercial vehicles.

3. Security Deposit (SD):

- (i) Licensees would pay SD equivalent of 6 months' licence fee (plus Administrative deposit @35% thereon).
- (ii) The successful bidder shall remit Security Deposit through A/c Payee Cheque/pay order drawn in favour of 'Kolkata Port Trust' before taking over possession of land.
- (iii) The successful bidder may convert the EMD into SD and pay the balance SD.
- (iv) The SD shall be refunded without interest after handing over vacant, unencumbered, peaceful possession of land to KoPT, subject to deduction of outstanding dues, if any.

4. Boundary Wall:

The licensee shall have to construct boundary wall around the demised land (as would be demarcated by Estate Division) at his own cost.

5. Way leave:

For installation of permanent pipelines/conveyors/cables, other service lines etc. through KoPT estates (but outside the licensed lands), 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 licensee.

6. Sub-licence/Transfer:

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

7. Disputes:

In the event of any disagreement/dispute between KoPT and the successful tenderer, disputes shall be

resolved by means of the following:-

- (i) Land-related disputes will be adjudicated as per Public Premises (Eviction of Unauthorized occupants) Act, 1971 including any amendment thereof.
- (ii) 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 Kolkata High Court.

8. **Permission for construction:**

No permanent installation/construction (except boundary wall) within licensed land shall be allowed. Temporary structures on the licensed land, in conformity with the purpose of the licence, may be allowed. However, this permission will be valid up to the date of the validity/extended validity of the licence and such approval will not give any leasehold right to the licensee in respect of the licensed land. Such structures will vest on KoPT after expiry/termination of licence.

9. **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 licensee 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.

10. **Surrender:**

If a licensee wants to **surrender** a plot of land within the scope of the instant tender, he may apply in writing to KoPT after giving due notice of 3 months. On expiry of the due notice period, KoPT will take back the plot of land. If a licensee wants to surrender the plot within one year from the date of handing over, licence fee for the first year shall be retained by KoPT while SD as well as post dated cheques for the next four years shall be refunded by KoPT after adjustment of all dues upto the date of surrender and on completion of handover and all allied formalities.

In case of handover of the plot beyond completion of one year, post dated cheque(s) upto that completed year shall also be payable in addition by the licensee.

Example: In case of handover on 13th month of the licence period, the full yearly licence fee for the 2nd year shall also be payable.

11. **Termination of licence:**

KoPT reserves the right to terminate the licence and cancel the Agreement (in case there is any agreement), if there is any breach of terms and conditions of licence and/or the Agreement, by giving 3 months' notice

12. **Essential services:**

The bidder 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.

13. 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.

14. Online E-auction:

The date, time and other details of online e-auction will be intimated to the bidders qualified to participate in the online e-auction, in advance.

15. The successful bidder, while communicating his acceptance of the offer letter of KoPT, will have to remit the following through separate banker's cheques/ pay orders:-

- Security deposit (after adjusting EMD)
- 1st year's annual licence fee + taxes
- Post dated cheques for annual licence fee + taxes for the subsequent four years

16. Terms of payment of Licence fee:

(i) The successful bidder shall make full payment towards 1st year's advance 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] as well as security deposit (SD) and four post dated cheques for the subsequent four years, 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'.

(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 Banker's cheque / Pay Order towards licence fee for 1st year which would be at his quoted rate plus taxes.

(iii) **Licence Fee Revision:** There shall be an escalation @ 2.5% per annum on the amount of the preceding year. The first such escalation shall be imposed to calculate the annual licence fee for the second year of licence @ 2.5% on the annual licence fee offered by the successful bidder in the e-tender-cum e-auction and accepted by KoPT. According, licensee Fee for subsequent years will be as follows:

- **Towards 2nd year's licence Fee-** 1st Year's quoted Licence Fee + 2.5% , plus taxes.
- **Towards 3rd Year's licence fee-** 2nd Year's Licence fee + 2.5 %, plus taxes
- **Towards 4th Year's licence fee-** 3rd Year's Licence fee + 2.5 %, plus taxes
- **Towards 5th Year's licence fee-** 4th Year's Licence fee + 2.5 %, plus taxes

(iv) At the time of handing over possession of land, actual measurement will be taken and the licensee will be duty bound to pay annual licence fee on the basis of the actual measurement on pro-rata basis. The said handover will, however, take place after removal of unusable structure/parts of

structures.

KoPT will construct Rest Room (without any furniture), Toilet Facilities and Canteen building (without any furniture) at the Parking Yards, if not already constructed by KoPT, at its own cost on handover of the plots, and the licensee will pay annual licence fee @ updated Schedule of Rent, i.e. 'SoR' plus taxes for those structures w.e.f the date of handing over such structures to the successful bidders. However, successful bidder will have to operate and maintain those facilities at his own cost. This is, however, without prejudice to the licensee's responsibility to ensure basic and civic amenities as per law of the land to run day to day activity.

(v) If the offer letter is not accepted and requisite licence fee including taxes for the 1st year and / or post dated cheques for the next four years and / or Security Deposit is/are not made within the stipulated date, KoPT will have the right to

- **either** charge interest @14.25 % p.a for the delayed payment of licence fee including taxes for the 1st year's (after the stipulated due date of payment (maximum period allowed for payment with interest may be **90 days** from the date of offer letter)
- **or** cancel the offer and forfeit the Earnest Money.

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

(vi) Entire Municipal Tax on structure to be erected on the proposed licensed land with KoPT's approval, if any, will also have to be paid by licensee through KoPT as per the demand to be raised by KMC.

(vii) **Interest:**

Delay in making payment of licence fee, Municipal tax, etc. (except what has been stated at para (vi) above, 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).

(viii) The currency of payment shall be INR.

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

Items	Service tax with all applicable cess	Occupier's share of Municipal Tax on land	Municipal Tax on structure
Annual licence fee	15.0 % on quoted annual licence fee or as may be reviewed by Govt. of India	20.25% on prevalent annual licence fee	To be assessed by KMC and is to be paid to KoPT every year along with annual licence fee for onward transmission to KMC

(x) Possession of land will be handed over to the successful bidder only after encashment of the cheque / draft for the entire payable amount and safe retention of the post dated cheques.

(xi) If the licence fee bill is 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 (from 2nd year onwards), 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.

17. Force Majeure:

In the event of the licensee / Kolkata Port Trust being prevented from fulfilling its obligation in full or in part arising out of the contract to be finalized through this tender, due to any Force Majeure event like acts of God (flood, earthquake etc) or war, civil commotion, strike etc, or due to imposition / promulgation of any law or regulation of India, interfering with smooth conduct of the traffic operation, the affected party shall forthwith, but in no case later than 24 hours from the commencement of such event, intimate the other party as to the commencement of such event and continue to intimate after every 7 days during continuance of such event. The affected party shall, upon cessation of such event, promptly inform the other party and shall commence its obligation in part or in full arising out of this contract, which was kept suspended due to such events of Force Majeure. Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event of Force Majeure.

18. Termination:

Termination of Licence in the National Interest or in the interest of the public: The licence will also contain a clause reserving to the licensor the right to terminate the licence on six months' notice if the demised land or any part thereof is required for the purpose of construction or carrying out of any works or otherwise for the development of the Port or by the Government in the National Interest or in the interest of the public using the same. The Trustees may, if they so decide, purchase the buildings (excluding plant & machinery) erected by licensee on the demised land, with their approval, on payment of compensation to be assessed in the manner as approved by the Central Government. If the licence is cancelled for not complying with the conditions of licence, no compensation shall be payable by the Port.

19. Compensation:

After the expiry / termination/determination of licence and despite receiving the notice thereof, or forfeiture of licence on account of any breach, if the licensee continues to occupy it unauthorisedly, the licensee shall be liable to pay compensation for wrongful use and occupation of the same at three (3) times the annual licence fee based on latest SoR, till vacant possession is obtained by the licensor.

20. In case any underground structure / service line (used/ unused / defunct) so far not known, emerges within the demised land at a subsequent date after handing over of the said demised land by KoPT, and poses unforeseen problem to the licensee, KoPT will consider the same, if requested by the licensee, within the ambit of the tender terms and the law of the land, to alleviate the distress faced by the licensee to the extent possible.

21. Notwithstanding anything contained in the tender document, 'Policy Guidelines for Land Management by Major Ports, 2014' shall prevail in case of any dispute as to interpretation of any terms of this tender.

22. Guidelines for Parking:-

22.1 The licensee will undertake the following responsibilities:

- i) Regular parking and movement of commercial vehicles such as trailers, tankers, trucks and other vehicles in an efficient and organized manner.
- ii) Provide proper sign board including the locations of parking lots and charges for parking etc.
- iii) Demarcate parking bays.
- 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 Licencee shall always be 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 at his own cost.
- vi) Ensure proper upkeep/ maintenance of the entire plot of land.
- 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 furnish the same to Licensor periodically and as and when required.
- ix) Provide necessary cabin at the entry point with barriers.
- x) Provide requisite security services for safety of the vehicles kept in 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) Give priority to dock- bound vehicles (loaded or empty).
- xiv) Establish required Computer connectivity at his own cost for integration of his system with KoPT's POMS for the sake of easing out congestion at the entry gates of Docks.
- xv) Maintain toilet block, canteen, rest room.
- xvi) Collect parking fee not more than Rs. 20/- per hour for Truck and Rs. 30/- per hour for Trailer.

22.2 KoPT will undertake the following responsibilities:

Provide civil structures towards Rest Room, Toilet and Canteen at the Parking Yards for which separate licence fee shall be payable by the licensee from the date(s) of handover of respective structures.

23. Misc. Conditions:

- i) The licensed premises shall be handed over to Licensee in its present condition on “as is where basis” and Licensee shall, at its own cost and expenses, improve the same to use it as parking lot. The Licencee shall obtain all the required statutory permissions from local / State Government authorities concerned to operate the ‘Pay and Park’ facility.
- ii) The Licensee shall hand over peaceful, unencumbered possession of the licenced premises to the Licensor.

- iii) The Licensee shall provide parking services “on first-come- first served” basis.
- iv) 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 to the Licensor on regular basis for administrative purpose.
- v) The Licencee has to liaison with the KoPT’s 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 for checking of papers. However, vehicles entering into Docks will have to undergo security check.

24.1 The plots bearing Nos. A1, A2 & A4 shall be made operational by the licensee immediately after handover of the respective plots by KoPT.

24.2 Plot bearing No. A3 (i.e. both the sub-plots hereunder) shall be developed suitably to make it fit for parking heavy vehicles like trailers etc. by the licensee at their own cost within three months from the date of handover of permissive possession by KoPT. Immediately after expiry of the said 3 months’ period or commencement of parking operation (on completion of development of the land in less than three months’ time), whichever is earlier, the tenure of 5 years’ licence shall commence.

25. Agreement:

The licensee may execute an agreement with KoPT at their own expense and arrangement as per draft format, to be provided by KoPT.

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Part – I: Techno-Commercial Bid**EVALUATION CRITERIA**

1. While quoting for any particular plot of this tender, the ‘Reserve Annual licence rent’ for that plot in Rupees shall be displayed automatically by the systems on-screen in the Price Schedule format. The bidder shall necessarily enter “0” (zero) in the next field.
2. Immediately, the systems shall display the ‘Applicable Reserve Annual rent’ (tax component payable extra).
3. Then the bidder shall only fill in the premium amount (lump sum) over the ‘Applicable Reserve Annual rent’ as displayed by the systems as stated above. Immediately, then the system shall display the final quoted total annual license fee (taxes extra thereon)
4. Also, no hard copy of filled in format of the Price Schedule shall be entertained in case of submission thereof to the office of KoPT and / or MSTC.
5. After the closing date of bid submission, e-auction shall take place with the reserve annual rent as the floor price for e-auction.
6. In case a bidder does not participate in the e-auction, his only bid will be that given in the Price Schedule format.
7. No auction shall, however, be held in case of receipt of only one valid bid for any plot and the price indicated in the price bid shall be considered as the final bid.
8. Price bids of the techno-commercially qualified bidders shall be opened after the e-auction is over.
9. The bidder having given the highest final bid (after considering price given in the Price Schedule and that, obtained through e-auction) amongst all the bidders, shall be accepted as the successful bidder.
10. All taxes, as may be applicable from time to time, shall be payable extra above the final bid amount, if accepted by KoPT as the highest received bid. At present, Service tax & Municipal tax are payable extra as detailed in this tender document.
11. During e-auction, a willing bidder shall get time to submit bid or improve the same, as may be desired, until the scheduled closing time is over.
12. In case of submission of any bid within eight minutes of the closing time of e-auction, the system will allow further bid to any other techno-commercially qualified bidders until eight minutes from the time of submission of last online bid is over. 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 be automatically closed and no further bidding will be allowed by the system.

Part – I: Techno-Commercial Bid

Format for Tender Fee and Earnest Money deposited for participation in the tender

[To fill in the following format online]

(Mention specific plot No. i.e. ‘A1’ or ‘A2’ or ‘A3’ or ‘A4’, as applicable)

Plot No.....

Amount as	Amount (in Rs.)	Transaction ID/ equivalent reference No. with date, as applicable	Name and Branch of remitting Bank
Tender Fee			
EMD			

(Signature of the bidder with stamp)

.....

Part – I: Techno-Commercial Bid

FORMAT FOR AUTHORISING SIGNATORY OF THE TENDER

[To upload a scanned copy]

(To be downloaded, filled in, signed with seal, scanned and uploaded)

Dated:

Letter of authorisation

To whomsoever it may concern

Mr. _____ (Name of the Person(s), domiciled at _____ (Address), acting as _____ (Designation and name of the firm), and whose signature(s) is/ are attested below, is hereby authorized on behalf of _____ (Name of the bidder) to sign and submit tender document under his/ their e-signature.

Mr..... is/ are further authorized to provide information and respond to enquiries etc, as may be required by the Kolkata Dock SYSTEM, Kolkata Port Trust or any governmental authority in connection with Tender No. KoPT/KDS/LND/02-2016 and to sign and file relevant documents in respect of the above.

.....

(Signature of Mr.....)

Signature is attested

.....

(Signature of the authorizing person)

Designation

For.....

.....

Part – I: Techno-Commercial Bid**PROFILE OF THE TENDERER
(To be filled by the Tenderer on line)**

(A) In case of a Limited company

1	Name of the company	
2	Address of present Registered office.	
3	Reference of communication a. Telephone No.	
	b. Fax No.	
	c. E- mail Address	
4	Date of its incorporation	
5	PAN No.	
6	Full name and address of each of its directors and any special particulars as to Directors if desired to be stated.	
7	Copies of Memorandum, Articles of Association(with the latest amendments if any)	
8	Copies of audited Balance sheet of the company for the last three years	

(B) In case of Firm

1	Name of the company	
2	Address of present Registered office.	
3	Reference of communication a. Telephone No.	
	b. Fax No.	
	c. E- mail Address	
4	Date of its incorporation	
5	PAN No.	
6	If registered, a certified copy of the certificate of Registration	
7	Certified copy of the partnership Deed	
8	Full name and address of each of the partners and the interest of each partners in the partnership	
9	Copies of audited balance sheet of the firm for the last three	

	years.	
--	--------	--

(C) In case of Individual

1	Full name of the tenderer	
2	Address of the Tenderer	
3	Reference of communication a. Telephone No.	
	b. Fax No.	
	c. E- mail Address	
4	Name of the father of the tenderer	
5	Date of its incorporation	
6	PAN No.	
7	Copies of audited Balance sheet for the last three years , if required	

Date : _____

Place : _____

(S i g n a t u r e of bidder)
(Designation & Seal of Office)

Enclosures : _____Nos.

.....

Part – I: Techno-Commercial Bid

DECLARATION BY THE TENDERER

[To fill in the following format online]

I (signatory of this undertaking)_____

_____ 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 not concealed or suppressed any material information, facts and records and

I/We have made a complete and full disclosure.

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.

I/We_____ (Name of tenderer/bidder) having examined the Tender Document (mention NIT No....) and fully understood its content including the General Information & instructions to Tenderers and evaluation criteria, hereby submit the Tender for allotment of KoPT land msg. about sq.mtrs. for plot No.....on “as is where is” basis through tender-cum-e-auction for the purpose as indicated in the format of this tender document.

I/We accept all the terms & conditions of the Tender Document (mention NIT No....).

I/We have deposited requisite Earnest Money and Tender Fee for the said tender as per procedure mentioned in Schedule of Tender.

I/We submitted copies of the required documents as mentioned in the Tender Document.

I/We have examined and have no reservations to the Tender Document issued by KoPT thereon.

I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.

I/we understand that KoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

I/We hereby undertake that we will abide by the decision of KoPT in the matter of examination, evaluation and selection of successful bidder and shall refrain from challenging or questioning any decision taken by KoPT in this regard.

I/We hereby undertake that in the event of furnishing any incomplete/ incorrect / false statement / scanned copy of any tampered document, the responsibility shall entirely lie with us and KoPT shall have every authority to outright reject our bid with forfeiture of full amount of EMD without any opportunity of communication from our end and initiate further action, if deemed necessary by KoPT.

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 bidder:
Signature of the bidder with office seal

Date:

Witness: -

Sl. No.	Name	Address	Signature
1			
2			

.....

Part – I: Techno-Commercial Bid

**Self declaration of the bidder as to the amount of admitted estate port dues as on the day of NIT
[To fill in the following format online]**

Name of Dock	Type of occupation	Plate No.	Name of licensee/ licensee	Outstanding dues on 11.06.2016 (in Rs.)	Remarks
KDS	Licence				
	Lease				
	Foreshore occupation				
HDC	Licence				
	Lease				
	Foreshore occupation				
Total					

The above statement is true to the knowledge and belief of the undersigned and subject to acceptance by KoPT.

We hereby agree that in case, there are outstanding admitted estate port dues payable to KoPT, we may be allowed to participate in tender, only on the condition that we shall pay the total Annual licence fee for the entire period on upfront basis on becoming successful bidder and before allotment of the plot, failing which our EMD may be forfeited in full.

Dated:

Signature.....

Name.....

Address.....

.....

Seal of the bidder:

Signature of the bidder with office seal

.....

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

15, Strand Road,
Kolkata – 700 001

**Website: kolkataporttrust.gov.in
Tender NIT No. KoPT/KDS/LND/02-2016**

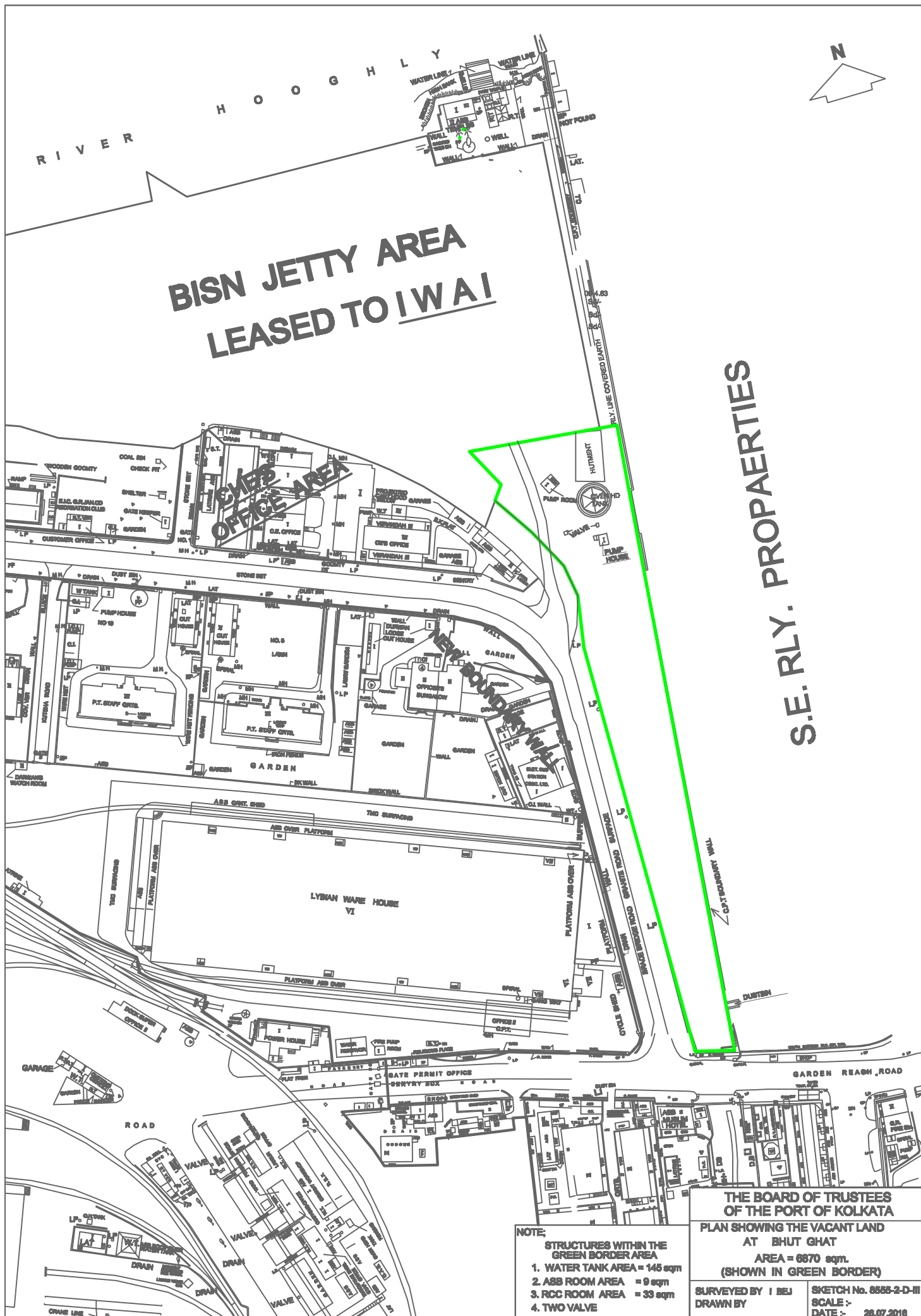
Part – II: Price Bid

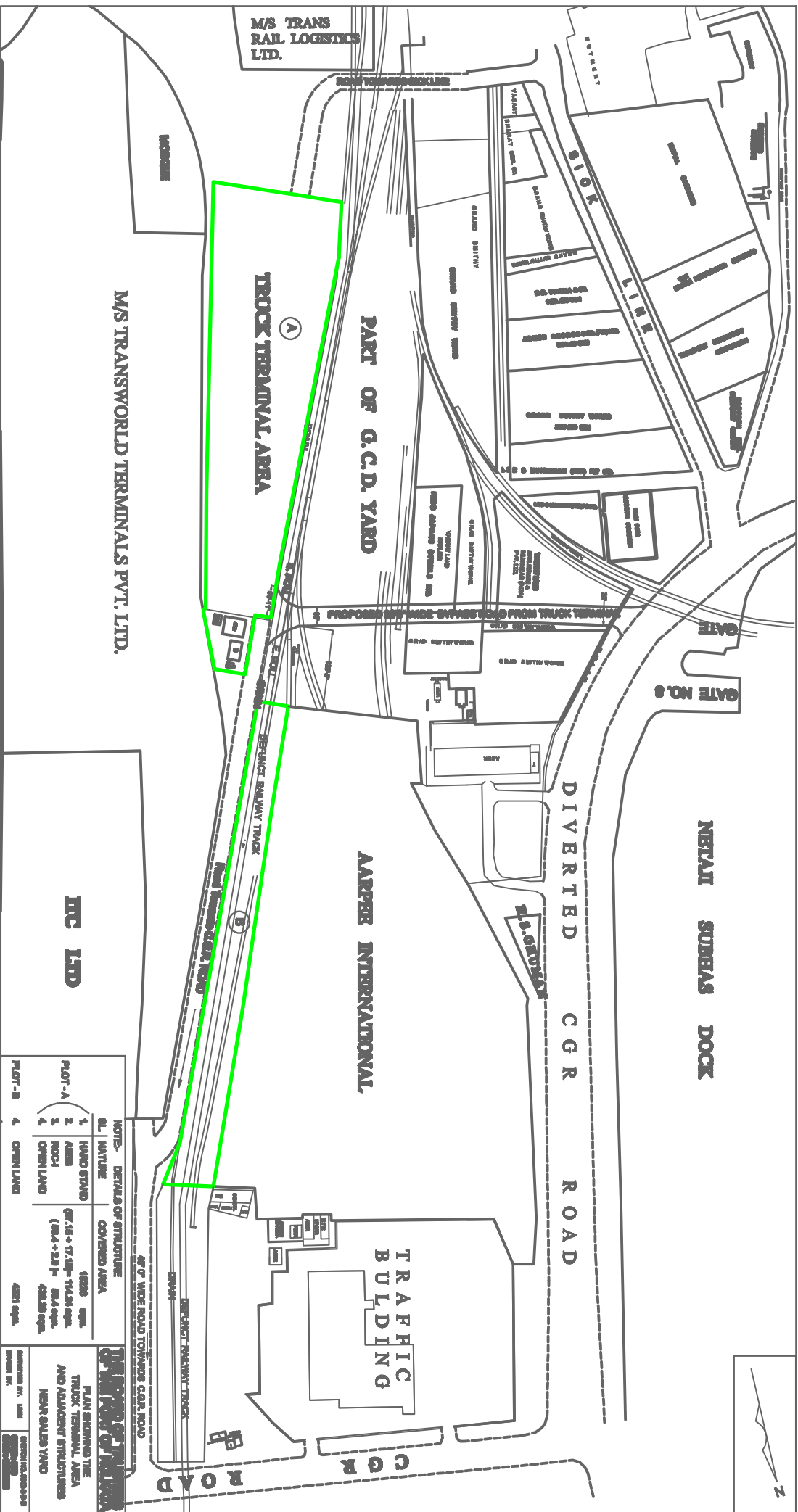
PRICE SCHEDULE (COVER- II)

Allotment of land for development and running of fee parking areas around Dock on licence for five years , *on 'as is where is' basis*, without renewal option, against payment of annual licence fee, to willing tenderers through e-tender-cum-e-auction

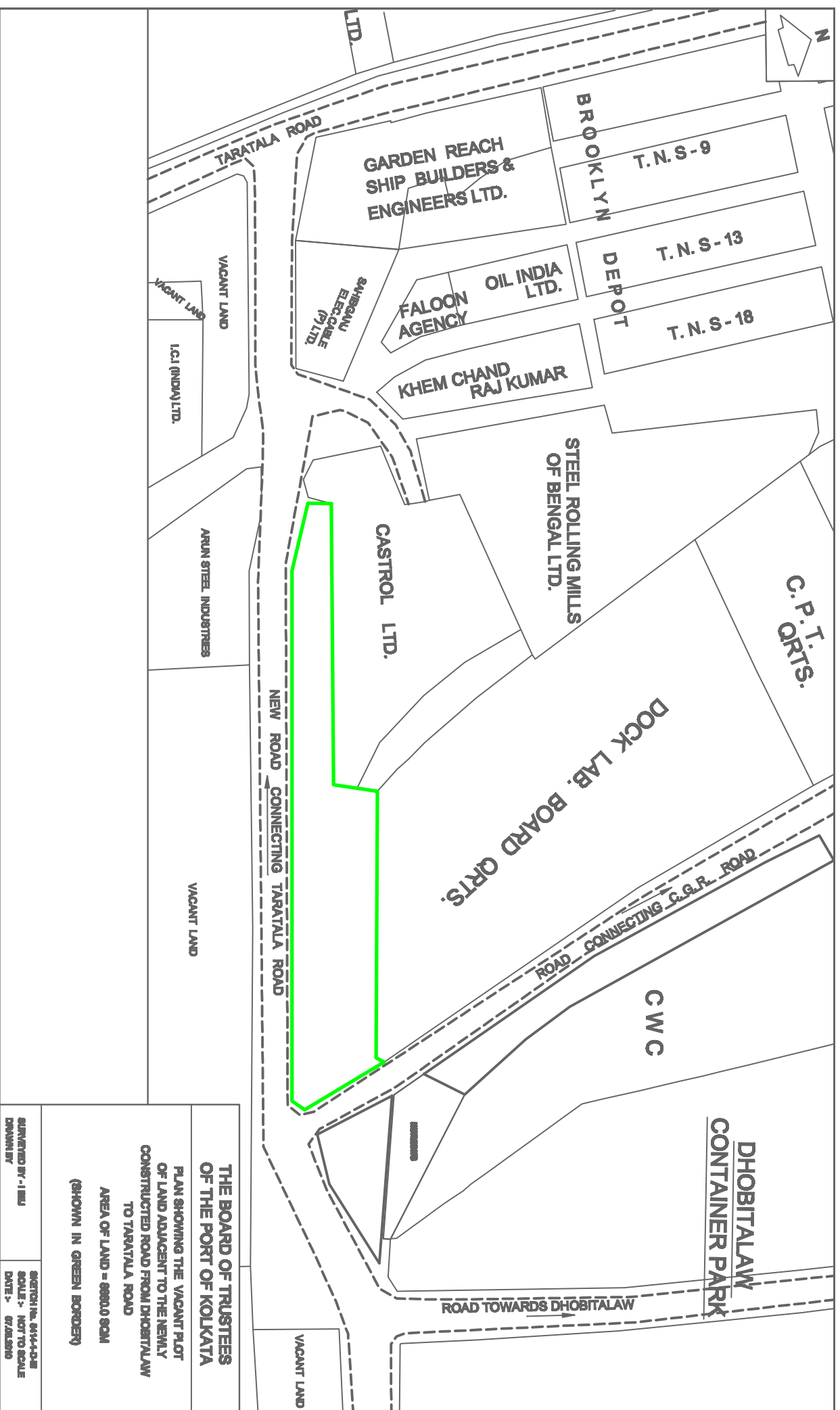
Plot No. [Will be shown by the systems automatically]	Plot Description [Will be shown by the systems automatically]	Total Area in sq. m. [Will be shown by the systems automatically]	Reserve Annual rent in Rs. (Taxes extra) [Will be shown by the systems automatically]	Whether 35% extra on Reserve Annual rent or Not [Bidder to enter 'O' (ZERO) here since 35% extra in this tender is not applicable, since the purpose of parking does not attract the same]	Applicable Reserve Annual Rent in Rs. (Taxes extra) [will be displayed by the system, once 'ZERO' is entered by the bidder in the preceding column]	Premium in Rs. (excluding tax) (To be quoted by the bidder) [Here, premium is the additional / extra amount over the Applicable Reserve Annual Rent offered to be paid by the bidder]	Final quoted value in Rs. (Taxes extra) [Will be shown by the systems automatically]

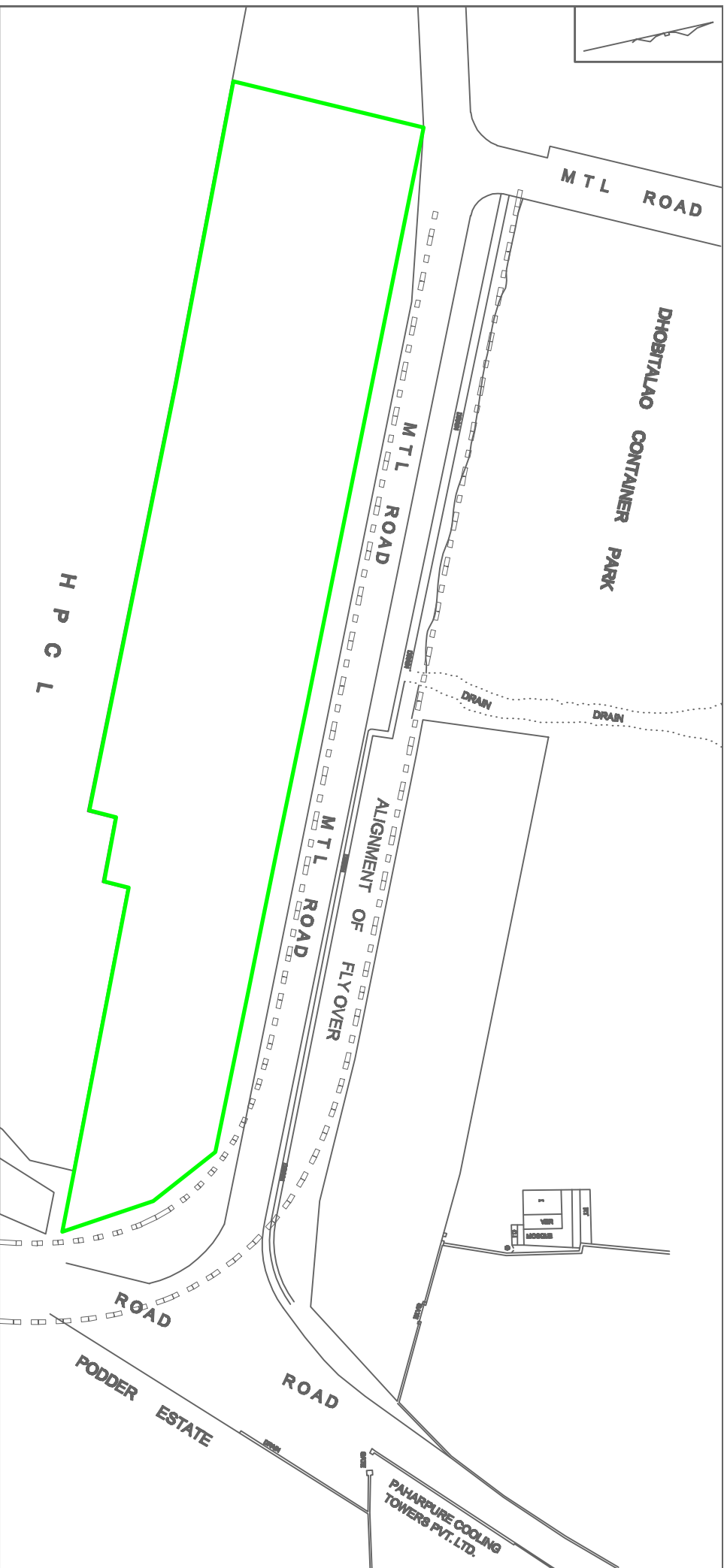
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NOTE:- DETAILS OF STRUCTURE COVERED AREA	
SL. NO.	DETAILS OF STRUCTURE COVERED AREA
1.	HAND STAND
2.	ROAD
3.	ROAD
4.	OPEN LAND
5.	OPEN LAND
6.	OPEN LAND
7.	OPEN LAND
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99.	OPEN LAND
100.	OPEN LAND





**THE BOARD OF TRUSTEES
OF THE PORT OF KOLKATA**

**VACANT LAND AT NEWLY
CONSTRUCTED ROAD AT PAHARPUR**
AREA = 9300 sqm.
(SHOWN IN GREEN BORDER)

SURVEYED BY - I BEJ
DRAWN BY -
SKETCH No. 8780-1-D-III
SCALE :- 1"=80'-0"
DATE :- 21.07.2016

