Notice Inviting Tender

N. I. T. No. KoPT/KDS/LND 52-2017

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) f***or*** "Allotment of plot of land/structure/ property, as detailed in the enclosed tables, on long term lease of 30 years with ***on 'as is where is' basis,*** without renewal option, against payment of annual rent or upfront, to willing tenderers through e-tender-cum-e-auction" is invited.

Tender Document and extension or any other notice/ corrigendum/ addendum/ clarifications, if any, are being hoisted in the websites of Kolkata Port Trust (www.kolkataporttrust.gov.in) and MSTC (www.mstcecommerce.com). However, Bid Document and extension or any other notice/ corrigendum/ addendum/ clarifications, if any, may be downloaded from MSTC website only. Bidders are advised to visit the websites regularly. In other words, the MSTC website shall have to be accessed for the sake of submission of bid, while KoPT website is only for the purpose of viewing/ intimation of the prospective bidders.

SCHEDULE OF TENDER (SOT):

a.	E-Tender No. (System Generated)	**MSTC/HO/KOLKATA PORT TRUST/60/KOLKATA/16-17/22554**
b.	MODE OF TENDER	e-tender System by Online Part I - Techno-Commercial Bid and Online Part II - Price Bid through **www.mstcecommerce.com/auctionhome/kopt/index.jsp** 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 on website	**Upto 15.03.2017**
d.	Request/ communication to KoPT for site inspection	**Upto 22.03.2017**
e.	Likely time of uploading the Addendum, if any	**By 24.03.2017**
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/eprochome/	**From 25.03.2017**
h.	Last date of submission of EMD & tender fee	**Upto 16-00 hrs. on 01.04.2017**
i.	Date of closing of online e-tender for 'submission of Techno-Commercial Bid & Price Bid'	**Upto 16-00 hrs. on 04.04.2017**
j.	Date of closing of submission of hard copies of the listed papers to the Estate Manager	**Upto 16-00 hrs. on 04.04.2017**
k.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	**To commence after at 16.00 hrs on 04.04.2017.**
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

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Annexure –I

DETAILS OF PLOT- A50

1 No. Land/ Land & Structure on long term lease of 30 years for various purposes, on annual rent basis

Plot No.	Name of Plot	Area to be leased out (Appox in Sqm.)	Reserve Annual Rent (excluding tax) (inRs.)	Purpose of lease	Valuation of Structure if (Rs.) (as per valuation report)	EMD (Rs.)
A50	Land Off Transport Depot Road between Hindustan Lever & Simplex Concrete Piles (I) Ltd [Sketch Plan No. 9262-D-II]	Land – 3745 (1st belt – 899.00, 2nd belt – 2846.00)	18,91,135/-	Mercantile Building, Business Building, Storage Building & Container Yard.	**N.A.**	31,51,892/-

Annexure –II

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. **Process of E-tender:**

A) Registration:

(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.

(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).

(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.

(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.

SPECIAL NOTE: BOTH PRICE BID AND TECHNO-COMMERCIAL BID ARE TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/auctionhome/kopt/index.jsp

1) Bidders are required to register themselves online with www.mstcecommerce.com→ Port Lease Property→ KOPT →Registration →Register as Bidders' Filling in details and creating own user-id and password→ Submit.

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):

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	2. Name: Shri S. Dasgupta Estate Division, KoPT, 5th Floor, Annexe Building, 15, Strand Road, Kolkata – 700 001 Contact No.09836298697

Contact person (MSTC):

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

	B) System Requirement: i) Windows 7 & above Operating System 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. The system requirements are as follows: • Operating System- Windows 7 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 121 – File name Windows X-86 Offline) To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied. • 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". **For details, refer to the "Bidder Guide" and a video guide available under "View Video" Link.**
2.	**Format of Bid:** (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. (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. All entries in the tender (**both Techno-commercial Bid and Price Bid**) should be entered online without any ambiguity. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid. **Note :** (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 (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. (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.
3.	**Remittance of Tender Fee & EMD:** 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. 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]. **Details of remittance of payment of EMD and Tender Fee are given hereafter separately.**
4.	**Submission of on-line bid:**
4.1	The bidder(s), who has /have submitted the above fees, can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com→ Port Lease Property→ KOPT →Login →View Details→ Stage I Bid Submission→ Live Auctions →Selection of the live event→ Techno Commercial and Price Bids. For Stage II** forward Auctions Click on Forward Auction→ Live Auctions →Selection of the live event→ Placing of Bids ** Only after the evaluation of Stage I bidding the forward auction shall take place among technically qualified bidders
4.2	The bidder should allow to run Java Enryption Applet by clicking on allow whenever the Pop-UP asks to do so. This exercise has to be done immediately after clicking on the Techno-Commercial bid. If this application is not allowed to run as and when prompted, 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 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.

ANNEXURE –III

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:

a) Tick whether it is a HDFC Bank or other bank Demand Draft/ Pay-Order/ Banker's Cheque;
b) Demand Draft No. / Pay-Order No. / Banker's Cheque No.;
c) Date of Demand Draft / Pay-Order / Banker's Cheque ;
d) Date of deposit of Demand Draft / Pay-Order / Banker's Cheque;
e) Demand Draft / Pay-Order / Banker's Cheque drawn on (location);
f) 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. <u>Refund of EMD</u>:

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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ANNEXURE-IV

Part – I: Techno-Commercial Bid

GENERAL INSTRUCTIONS TO THE BIDDERS

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 - Appendix – III
(v)	Self certified scanned copy of filled in proposed purpose of lease - Appendix – VII
(vi)	Scanned copy of Authorization letter- Appendix – II in favour of the signatory to the tender
(vii)	Scanned copy of duly filled in Appendix – IV (for undertaking for not having been black-listed etc)
(viii)	Self certified scanned copy of IT PAN Card/ TAN
(ix)	Self certified scanned copy of valid Trade Licence
(x)	Self certified scanned copy of IT return of the last financial year
(xi)	Scanned copy of Certification by a Chartered Accountant/ Certified Public Accountant with his identity as well as his signature and stamp as to the Net Worth of the bidder for the most recently ended financial year based on Audited Annual Accounts [Net Worth of the bidder should be more than 3 times the reserve annual rent, exuding taxes)] Net worth of bidder at the end of the most recent financial year, certified by a Chartered Accountant, should be more than 3 times of reserve annual rent (excluding taxes). If Net worth is lesser than this value, either the techno-commercial offer will be disqualified or the bidder will have to pay the lease rent on upfront basis. The formula for calculation of Net Worth will be as follows :- [{proprietor's capital (for proprietorship firms)/ partners' capital (for partnership firms)/paid up capital (for companies) + free reserve} –intangible assets]
(xii)	Self certified scanned copy of duly signed self declaration of the bidder as to the amount of admitted Estate port dues as on the day of NIT as per format given in Appendix - VI
(xiii)	Self certified scanned copy of duly signed cancelled cheque.
	Off-line submission of
(xiv)	Self certified copy of partnership deed or Memorandum of Association & Article of Association, as applicable, for the bidder concerned and last three years audited balance sheet , if required.
	Submission of bid
Clicking on " I agree" 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	

ANNEXURE –V

Part – I: Techno-Commercial Bid

GENERAL INFORMATION TO THE BIDDERS

1. **Plot details:-**

As per Annexure –I of this tender document. The relevant sketch is attached with this tender document as Appendix –IX.

2. **Allotment:-**

The plot of land/ structure / property will be allotted in a single parcel and on 'as is where is' basis. Under no circumstances, any of such land/ structure / property will be subdivided into parts to accommodate more than one lessee.

3. **Warehousing**:-

If a bidder indicates the purpose of lease as 'warehousing', such a bidder, as a lessee, shall have the authority to offer the warehouse (to be built by him subsequently or the existing structure) or part thereof on hire to the third party, for warehousing purpose, at the risk and responsibility of the lessee concerned, provided the lessee will have overall control over the premises. The same principle shall be implied in case of usage for any other approved purposes also.

4. **When Rail Served:-**

If any plot not presently rail served, becomes rail served in future, the payable annual rent /upfront for the balance period of lease shall be enhanced by 15 % on the payable annual rent at that point of time or pro-rata amount of upfront, as the case may be.

5. **Belting:-**

Wherever belting is applicable, 1st belt is the area within 50 metres from the road and 2nd belt is the area beyond 50 metres from the road.

6. **Valuation fee:-**

Fees paid by KoPT to the valuers for the valuation of structure within the land to be leased, if any, shall also have to be paid by the successful bidder within 30 days from the date of the communication in this regard, through A/c Payee Cheque/Pay Order to 'Kolkata Port Trust'. The exact amount shall be intimated to the successful bidder. However, the same is guided by the following slab plus other associated charges, if any:-

Slabs	Percent
(a) On the first ₹ 5,00,000 of the asset as valued	0.154
(b) On the next ₹ 10 lakhs of the asset as valued	0.0616
(c) On the next ₹ 40 lakhs of the asset as valued	0.0308
(d) On the balance amount of the asset as valued	0.0154

Note: (i) The minimum fee amount as per the valuation for the plot varies is ₹ 2,000/-,
(ii) The above shall prevail, unless otherwise required.

7. **Combination of purposes:-**

The lessee shall have to utilize the land/ structure property for any or any combination of purposes conforming to the list of permissible purposes mentioned in the above tables under Annexure – I. The lessee shall have to commence utilizing the allotted plot of land within a period of 24 months from the date of commencement of lease (i.e. date of allotment of land) for any of the permissible purposes offered by the bidder in the instant tender.

8. **Definitions of different purposes**:-

(a) **"Educational Building"** that is to say any building used for school, college, library or day-care purposes as principal use involving assembly for instruction, education or recreation incidental to education;

(b) **"Institutional building"** that is to say any building or part thereof ordinarily providing sleeping accommodation for occupants and used principally for the purposes of medical or other treatment or care of persons suffering from physical or mental illness, disease or infirmity, care of infants, convalescents or aged persons and for penal or correctional detention in which the liberty of the inmates is restricted, such building shall include hospitals, clinics, dispensaries, sanatoria, custodial institutions and penal institutions like jails, prisons, mental hospitals and reformatories;

(c) **"Assembly building"** that is to say any building or part thereof where groups of people congregate or gather for amusement or recreation or for social, , patriotic, civil, travel, sports and similar other purposes as the principal use excluding and except religious and political purpose. Such building shall include theatres, motion picture houses, drive- in-theatres, city halls, town halls, auditoria, exhibition halls, museums, skating rinks, gymnasiums, restaurants, eating houses, bars, hotels, boarding houses, places of worship, dance halls, club rooms, gymkhanas, passenger station and terminals of air, surface and other public transportation services, recreation piers and stadiums;

(d) **"Business building"** that is to say any building or part thereof used principally for transaction of business for keeping of accounts and records or for similar purposes. Such building shall include offices, banks, professional establishments, court houses if the principal function of such offices, banks, professional establishments or court houses is transaction of public business or keeping of books and records. Such building shall also include buildings or premises solely or principally used as an office or for office purpose;

(e) **"Mercantile building (retail)"** that is to say any building or part thereof used principally as shops, stores or markets for display or retail sale of merchandise or for office and storage of service facilities incidental thereto;

(f) **"Mercantile building (wholesale)"** that is to say any building or part thereof used principally as shops, stores or markets for display or sale of merchandise on wholesale basis, or for office and storage of service facilities incidental thereto, and shall include establishments, wholly or partly engaged in wholesale trade, manufacturer's wholesale outlets including related storage facilities, warehouses and establishments engaged in truck transport(including truck transport booking agencies).

(g)" **" Industrial building** that is to say any building or structure or part thereof used principally for fabrication, assembly and or processing of goods and materials of different kinds. Such building shall include laboratories, power plants, smoke houses, refineries, gas plants, mills, daires, factories and workshops;

(h) **" Storage building**" that is to say any building or part thereof used principally for the storage or sheltering of goods, wares or merchandise as in warehouses. Such building shall include cold storage, freight depots, transit sheds,store houses, public garages, hangars, silos

and barns;
(i**) " Hazardous building"** that is to say any industrial or storage building or part thereof used principally for the storage, handling, manufacture or processing of highly combustile or explosive materials or products which are liable to burn with extreme rapidly or which may produce poisons fumes or explosions during storage, handling, manufacture or processing or which involve highly corrosive, toxic or noxious alkalies, acids or other liquids or chemicals producing flames, fumes, explosions or mixture of dust or which results in the division of matter into fine particles subject to spontaneous ignition;

9. **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 a Power of Attorney/ authorization, authorizing the signatory of the bidder to commit the tender.
(iii) All other tender conditions are to be fulfilled.
(iv) Net worth of bidder at the end of the most recent financial year, certified by a Chartered Accountant, should be more than 3 times of reserve annual rent (excluding taxes).
If Net worth is lesser than this value, either the techno-commercial offer will be disqualified or the bidder will have to pay the lease rent on upfront basis. The formula for calculation of Net Worth will be as follows: - [{proprietor's capital (for proprietorship firms)/ partners' capital (for partnership firms)/paid up capital (for companies) + free reserve} –intangible assets]
(v) Non-pendency of mutually admitted Port Estate dues (for all plates of the prospective tenderer in KDS and HDC) on the NIT is published in Newspaper (applicable for existing lessee/ licensee of other plot and/ or renewal of lease of the tendered plot).
In case there are any 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

10. **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.

11. **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.

12. **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 ipso 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. (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.

13. **Tender Downloading:**

(i) **For reading and not for bidding:-**

Tender Document has been hosted in the websites **www.mstcecommerce.com/auctionhome/kopt/index.jsp** & www.kolkataporttrust.gov.in. Interested bidders may download the tender document from these websites.

(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.

14. **Earnest Money:**

a) The Earnest Money against the plot of land/structure/ property 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.

15. **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 tenderer shall be required to formally accept the terms & conditions of the offer of lease and remit requisite Annual rent for 1st year / entire Upfront including Security Deposit, Advance Annual Token Rent, if applicable, cost of valuation, if any and 04 nos. of post dated cheques for payable amounts (for payment in annual fee mode) within a period as will be specified in the offer letter, failing which the offer shall stand cancelled and the Earnest Money deposited by the tenderer 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. 25 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 teneder

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

16. **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.

17. **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.

18. **On-line bidding problem:-**
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.

19. **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 the same time on the next working day of KoPT.

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

21. **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.

22. **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 by the due date (including extended period, if any).
(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 or in the Standard Lease Deed Form.

23. **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.

24. **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.

25. **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 tenderer. The successful tenderer shall be required to formally accept the terms & conditions of the offer of lease and remit requisite Annual rent / Upfront, Security Deposit, Advance Nominal Rent for 1st year, if applicable, cost of valuation, if any, etc within a period as will be specified in the offer letter, failing which the offer shall stand cancelled and the Earnest Money deposited by the tenderer 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.

……..

ANNEXURE –VI

Part – I: Techno-Commercial Bid

CONDITIONS OF LEASE

1. **Lease:-**

(i) Lease Period: 30 years without any option for renewal.

(ii) Lease Deed: The lessee will be required to execute & register a Lease Deed in respect of the demised land at his own cost, after making all requisite payment related to the proposed lease of land.

(iii) Preparation cost of Lease Deed -The lessee shall be required to pay **Rs 3,400/-plus service tax** to KoPT towards the cost of lease form and plans.

(iv) Registration of Lease Deed:

a) The Lease Deed, after registration, shall remain in the custody of the lessor (i.e. KoPT).

b) The cost of preparing, stamping, executing and registering the Lease Deed as well as the cost of a counterpart or a copy thereof, if required by the lessee, shall be borne by the lessee.

A representative format for lease deed, marked as **APPENDIX –V,** is enclosed with this tender document. The applicable format may have to be suitably amended depending on the terms for the respective plot.

In respect of plots at Budge Budge, occupier's share of Municipal Tax on land & total Municipal Tax on structure shall not be considered to determine the amount of Security Deposit.

2. **Purpose:-**

The lessee shall follow the purpose of lease strictly as mentioned in the offer. Request, if any, for the change of purpose for any of the plots from what is offered, at any stage after handover of the plot, shall be considered by KoPT at its discretion at the material time, depending on the merit of the case, in terms of the then Land Policy Guidelines. While offering amount in price bid and participating in the e-auction, the bidders are advised to take note of the following:-

(i) The annual reserve rent as indicated in the tables under Annexure – I shall be enhanced by 35% for all general non-industrial uses, except the following:-

- Govt. and Govt. aided educational Institutions and Research organizations;
- Transport Facilities and related uses;
- Govt. and Charitable Hospitals;
- CFS, General Storage, Warehousing and Parking (vehicle & container) facilities;
- Office space for its own use of lessee only, on maximum 10% of the allotted land;
- All public utility projects, Govt. organizations/ departments for the purpose of carrying out sovereign/ security / statutory functions;
- All way leave permissions

[As per definition given in KoPT's Land Use Plan, "Industrial building" that is to say, any building or structure or part thereof used principally for fabrication, assembly and / or

processing of goods and materials of different kinds. Such building shall include laboratories, power plants, smoke houses, refineries, gas plants, mills, dairies, factories and workshop;]

(ii) Also, EMD shall be same for any plot irrespective of usage attracting 35% the base rent or not.

3. **Security Deposit:-**

(i) The amount of Security Deposit shall be equal to **twice** the following amount:

Accepted Annual rent plus Service Tax plus occupier's share of Municipal tax on land plus total Municipal tax on structure, if any.

However, in case of payment on upfront basis, the amount of Security Deposit shall be:

2 x Re. 1/- per sq.m. for the entire plot of land plus taxes.

(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.
The successful bidder may convert the EMD into SD and pay the balance SD. In case of payment of lease rent by upfront, the EMD shall be refunded immediately after the payable amount of upfront including amount of SD for upfront is received by KoPT with / without adjustment of required amount of SD from EMD, as may be decided.

4. Boundary Wall:-
The lessee shall have to construct boundary wall around the demised land (as would be demarcated by Estate Division) at his own cost. The portion of such boundary wall bordering ISPS Zone, if any, will have to be constructed by the lessee, as per specifications to be given by KoPT, and upto the satisfaction of Chief Engineer, KoPT. If there is any existing boundary wall around the demised land, the lessee shall pay the valuation (to be determined by empanelled valuer of KoPT) of the same to KoPT. Such valuation shall be binding on all the concerned parties.

5. Way leave:-
For installation of permanent pipelines/conveyors, other service lines etc. through KoPT estates outside the leased 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 lessee.

6. **Sub-lease/Transfer:**
(i) No sub-lease/ subletting or parting with possession of the leased land will be allowed.

(ii) However, transfer of the leased land may be allowed as per terms & conditions (including payment) to be stipulated by KoPT.

(iii) In case of transfer of the against payment of transfer fee and other charges/fees to be determined and terms to be stipulated by KoPT, as per guidelines as may be in vogue at that point of time, the transferee shall remain responsible for compliance of all terms & conditions of lease deed, for the balance period of lease.

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 Unauthorised 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 installation/construction within leased land shall be allowed without prior written permission (including terms, conditions & payment) of Estate Manager, KoPT.

9**. Indemnity:-**

The lessee 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.

10. **Surrender:-**

Leased land may be surrendered to KoPT any time after 2 years from commencement of lease. For any surrender of lease, at least 6 (six) months' notice will be required. For the sake of clarity, if notice for surrender is issued after 1 ½ years of commencement of lease, KoPT will take back the land immediately after expiry of 2 years from the date of handing over land. If any lessee wants to surrender within first 2 years of commencement of lease, he will have to pay lease rent for 2 years.

The lessee will get back upfront paid for the unutilised portion of the lease as per the following formula, in case the lease is granted on upfront basis:-

The difference of

- NPV of original lease period and
- NPV of the enjoyed years of lease,

at the same base rate of rent and same G Sec rate, as considered for calculation of NPV for

the original lease period, at the time of allotment.

Note: In case of communication to KoPT to this effect during continuation of any particular year, KoPT shall retain payment for the whole year.

11. **Termination of lease:-**

KoPT reserves the right to terminate the lease and cancel the Agreement (in case there is any agreement), if there is any breach of terms and conditions of lease and/or the Agreement, by giving 3 months' notice (in case of manufacturing unit, the said notice period will be 6 months).

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 lessee 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. **G. Sec rate:-**

The successful bidders of different plots of land being tendered out on annual rent basis, will have the option to pay the lease rent on upfront basis as per the following formula:-

Table Nos.	**Tenure of lease**	**G. Sec rate as on February'2017**	**Corresponding multiplying factor (M.F.)**	**Formula to calculate upfront [**i.e. Finally accepted annual rent X M.F.]
……	30 years	6.75	17.6933	Finally accepted annual rent X 17.6933

16. **Upfront option:-**

The successful bidder, while communicating his acceptance of the offer letter of KoPT, will have to indicate his desire to pay lease rent on upfront basis and the required banker's cheque/ cheque/ pay order will have to be enclosed along with his communication.

17. **Terms of payment of lease rent:-**

(a) **For plots to be allotted on Annual rent basis:**

(i) The successful bidder shall make full payment towards 1st year's advance annual rent 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), 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) Advance annual rent (after being escalated @2.5 % per annum) plus applicable taxes

[Service Tax and occupier's share of Municipal Tax on land only and any other tax(es), if in vogue at the material time], shall be paid in advance by the lessee at the beginning of each year from 2nd year of lease onwards. If the rent bills are not received by the lessee within the 10th day of the month in which the rent bill is supposed to be raised every year, duplicate bill(s) will have to be compulsorily collected by the lessee 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).

(iii) **Rent Revision:** In case of the successful bidder, paying rent annually in advance, there shall be an annual escalation @ 2.5 % per annum on the amount of the preceding year. The first such escalation shall be imposed to calculate the annual rent for the second year of lease @ 2.5 % on the annual rent offered by the successful bidder in the e-tender-cum e-auction and accepted by KoPT.

The escalated annual rent thus arrived at shall be reviewed and compared after every five years since commencement of lease with the then applicable rate of annual rent as per SoR in vogue as approved by TAMP.

In case during such revision, the escalated annual rent is less than that as per SoR, the latter, coupled with annual escalation for that five-year block, shall be applicable.

The aforesaid revision shall be without regard to the amendment of conditionalities of the revised SoR after every five years.

In case, any revision is approved by TAMP retrospectively, the revision shall be given cognizance to for the sake of the aforesaid revision, whenever such revised rate shall be available with KoPT, and then shall be given effect to, if so required on comparison.

(b) **For plots, if allotted on upfront basis or where such is option exercised by the successful bidder:**

(i) The successful bidder shall make full payment towards upfront including taxes and duties [Service Tax and any other tax(es), if in vogue at the material time], security deposit (SD) as well as yearly token rent for the first year @ Re.1/- per sq. mtr. plus applicable taxes, 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) Yearly token rent @ Rs.1.025 per sq. mtr. with escalation @2.5 % per annum plus applicable taxes, shall be paid in advance by the lessee, at the beginning of each year from 2nd year of lease onwards. If the rent bills are not received by the lessee within the 10th day of the month in which the rent bill is supposed to be raised every year, duplicate bill(s) will have to be compulsorily collected by the lessee 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). Municipal Tax is to be paid every year along with token yearly rent.

(c) At the time of handing over possession of land, actual measurement will be taken and the lessee will be duty bound to pay annual rent / upfront (in lieu of annual rent, if so decided by the successful bidder) on the basis of the actual measurement on pro-rata basis.

(d) If the offer letter is not accepted and requisite payment [(Upfront +1st year's token rent including taxes) or (1st year's rent including taxes) + SD] is not made within the stipulated date, KoPT will have the right to

- **either** charge interest @14.25% p.a for the delayed payment (i.e. after the stipulated date upto the 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.

(e) The valuation of existing boundary wall and existing structure, if any, shall also have to be paid by the successful bidder within 30 days from the date of the communication in this regard, through A/c Payee Cheque/Pay Order to 'Kolkata Port Trust' or the ex-lessee, as indicated in the Tables or otherwise as may be required and as will, accordingly, be decided and communicated by KoPT. The calculation of valuation may be inspected by the bidder at the office of Estate Manager under prior intimation to the Contact Officer. However, once the offer is submitted by any bidder, it will automatically mean that the same has been accepted by the bidder concerned and no question / dispute at a later date shall be entertained by KoPT.

(f) Entire Municipal Tax on structure to be erected on the proposed leased land with KoPT's approval, if any, will also have to be paid by lessee through KoPT as per the demand to be raised by KMC or Howrah Municipality (if the area is within KMC or Howrah Municipality area) or directly to Budge Budge Municipality (if the area is within Budge Budge Municipality).

(g) **Interest:**

Delay in making payment of lease rent, Municipal tax, etc. (except what has been stated at para (d) 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).

(h) The currency of payment shall be INR.

(i) 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 components of cess	Occupier's share of Municipal Tax on land	Municipal Tax on structure
Upfront for land at Kolkata	15 % on quoted upfront or as may be reviewed by Govt. of India	20.25% on notionally escalated annual rent and is to be paid along with token annual rent every year	To be assessed by KMC and is to be paid to KoPT every year along with token annual rent for onward transmission to KMC
Token annual rent at Kolkata (where upfront is paid)	15 % on token annual rent or as may be reviewed by Govt. of India	20.25% on token annual rent	-
Annual rent at Kolkata	15 % on quoted annual rent or as may be reviewed	20.25% on prevalent annual rent	To be assessed by KMC and is to be paid

	by Govt. of India		to KoPT every year along with token annual rent for onward transmission to KMC
Annual rent at Howrah	15 % on quoted annual rent or as may be reviewed by Govt. of India	20.125% on prevalent annual rent	To be assessed by HMC and is to be paid to KoPT every year along with annual rent for onward transmission to HMC
Annual rent at Budge Budge	15 % on quoted annual rent or as may be reviewed by Govt. of India	To be paid directly to Budge Budge Municipality	To be assessed by BBM and to be paid to Municipality directly

(j) Possession of land and structure will be handed over to the successful bidder only after encashment of the cheque / draft for the entire payable amount.

(k) The successful bidder shall pay the cost of existing railway lines (defunct or operational) on the proposed plot, if any, as evaluated by KoPT, to KoPT, within 30 days from the date of the communication in this regard, through A/c Payee Cheque/Pay Order drawn in favour of 'Kolkata Port Trust'.

18. **Force Majeure:-**

In the event of the lessee/ 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 contact, 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.

19. **Termination of Lease:-**

Termination of Lease in the National Interest or in the interest of the public**:** The lease will also contain a clause reserving to the lessor the right to terminate the lease 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 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 lease is cancelled for not complying with the conditions of lease, no compensation shall be payable by the Port.

20. **Compensation:-**

After the expiry / termination/determination of lease and despite receiving the notice thereof, or forfeiture of lease on account of change of user, assignment etc. if the lessee continues to

occupy it unauthorisedly, the lessee shall be liable to pay compensation for wrongful use and occupation of the same at three (3) times the annual lease rent based on latest SoR, till vacant possession is obtained by the lessor.
In case of land allotted on upfront basis, the equivalent annual rent would be calculated on pro-rata basis.

21. C**onstruction / addition / alteration**:-
If the successful bidder applies for obtaining No-Objection-Certificate (NOC) from KoPT towards new construction or addition/alteration of any existing structure on the leased land, KoPT shall normally accord the NOC within one month from the date of receipt of such application complete in all respects.

22. **Underground structure / service line:-**
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 for the lessee, KoPT will consider the same, if requested by the lessee, within the ambit of the tender terms and the law of the land, to alleviate the distress faced by the lessee to the extent possible.

23. **Land Policy Guidelines:-**
Notwithstanding anything contained in the tender document, 'Policy Guidelines for Land Management by Major Ports, 2014'including all subsequent amendments, or revision thereof, if any, shall prevail in case of any dispute as to interpretation of any terms of this tender.

……..

ANNEXURE –VII

Part – I: Techno-Commercial Bid

EVALUATION CRITERIA

1. While quoting for any particular plot of this tender, the 'Reserve Annual rent' for that plot in Rupees shall be displayed automatically by the systems on-screen in the Price Schedule format. The bidder shall enter "**0**" (zero) or "1" in the next field, depending on the purpose of lease as stated below in line with the relevant tender terms contained in the 'Conditions of Lease':-.

(i) "**0**" (zero) for which the reserve rent remains unaltered (i.e. for purposes not attracting additional 35 %);
(ii) "**1**" (One) for purposes attracting additional 35 %.

2. Immediately, the systems shall display the 'Applicable Reserve Annual rent' as per input given by the bidder as stated above, (tax component payable extra).

3. Then the bidder shall only fill in the premium amount (lump sum) over the 'Applicable Reserve Annual rent'. In other words, the bidder shall indicate and offer the extra amount over the applicable Reserve Annual Rent (tax component payable extra). It is impressed upon the bidder that bid without premium in the manner stated herein is an incomplete bid.

4. Immediately, the system shall display the final quoted total annual rent (i.e. applicable Reserve Annual Rent plus quoted premium) with taxes extra thereon.

5. 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.

6. After the closing date of bid submission, e-auction shall take place with the reserve annual rent (and not with the applicable Reserve Annual Rent) as the floor price for e-auction.

7. In case a bidder does not participate in the e-auction, his only bid will be that given in the Price Schedule format.

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 immediately before the closing time of e-auction, the system will allow further bid by any other techno-commercially qualified bidders for next eight minutes from the time of submission of last online bid. This will go on till no bid is received within eight minutes of the last bid received. Once the period of eight minutes without any bid is over, the bidding will be automatically closed and no further bidding will be allowed by the system.

APPENDIX - I

Part – I: Techno-Commercial Bid

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

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

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)

APPENDIX - II

FORMAT FOR AUTHORISING SIGNATORY OF THE BIDDER

[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/52-2017 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…….

APPENDIX - III

Part – I: Techno-Commercial Bid

PROFILE OF THE TENDERER

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

(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 id	
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 id	
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 : _____ ----------

(S i g n a t u r e of bidder)

Place : _____ (Designation & Seal of Office)

Enclosures : _____Nos.

•••••••

APPENDIX - IV

DECLARATION BY THE BIDDER

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

I (signatory of this undertaking)_____ son/daughterof _____ 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 Document Cost 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 quoted the rate of annual rent not below the reserve annual rent 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			

APPENDIX - V

Land. Long Term

(……..)
(Original)

THIS INDENTURE dated this…… day of……..... Date of execution.
……..Two thousand ……and made BETWEEN THE BOARD OF TRUSTEES OF THE PORT OF KOLKATA a body corporate constituted under the Major Port Trusts Act. 1963 (No.38 of 1963), PAN ……. (hereinafter called the "TRUSTEES" which expression shall where the context so admits include their successors-in-office and assigns) of the ONE PART represented by Sri ……, Father's Name ……., Designation: ……., Kolkata Port Trust, P.O. Kolkata G.P.O., P.S. Hare Street, Kolkata-700001, PAN ……. AND M/s. ……., Address: ……., Kolkata - ……., PAN No. ……., (hereinafter called the "LESSEE" which expression where not repugnant to the context shall be deemed to include their successors and permitted assigns) of the OTHER PART represented by Shri ……., Designation ……., Father's Name Shri ……., Address: ……., P.S: ……., Kolkata - ……., PAN No. ……., WITNESSETH that in consideration of the rents and the covenants on the part of the lessee hereinafter reserved and contained the Trustees hereby demise unto the Lessee for the purpose of "……" on "as is where is" basis. ALL THAT piece of …….. msg. about …… sqm. comprising …….. square metres at ……., as described in the Schedule hereto and more particularly delineated on Plan No. …… hereto annexed and thereon, land shown in green border TOGETHER WITH all ways, passages, drains, water-courses, rights, easements and appurtenances to the said land belonging or therewith usually held and enjoyed (hereinafter called the demised premises) TO HOLD the demised premises unto the Lessee as from …… day of …….. Two Thousands and …… for the term of 30 (thirty) years thence expiring on …… day of ……., two thousand and …… without any option of renewal next ensuring YEILDING AND PAYING therefore unto the Trustees during the said term annual rent of Rs…….. (Rupees ……) only at the rate of rent Rs…….. per 100 sqm. per month excluding taxes per annum towards 1st year rent plus occupier's share of municipal tax on land which is at present 20.25% of rent of land as well as service taxes which is 14.5% of rent of land. The annual rent shall bear an escalation of 2.5% per annum every year during the tenure of proposed lease with an additional provision to review and refix the base rent after every 5 years upto the then prevailing schedule rent, if the latter is found to be higher than the rent payable at that point of time. The annual rent and taxes shall have to be paid at the beginning of each year in advance and such rent shall be paid at the B.R. Section of Finance Department at 15, Strand Road, Kolkata-700001 within the date as may be specified in the rent bill.

Date of lease and the period.

Rent payable.

PROVIDED ALWAYS and it is hereby agreed that if the Trustees shall at any time during the said term consider that the demised premises or any part thereof is required for the purpose of the construction or carrying out of any works or otherwise for the developments of the Port or in the interest of the public using the same and restoring thereto and shall be desirous on any of these grounds of determining this present lease and of such their desire shall give at least 6 months' previous notice in writing to the Lessee then and in such case immediately on the expiration of the said notice the present lease and everything herein contained shall cease and be void but without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition herein contained and subject to the provision hereinafter contained as to the buildings, on the said land at the time of such determination and the Lessee shall have no claim against the Trustees for such earlier

Determination for Port Purposes.

determination of this lease as aforesaid.

AND THE LESSEE hereby covenant with the Trustees in manner following that is to say: -

Mode of payment of rent

(1) THAT the Lessee will during the continuance of the term hereby granted to pay the said rents hereinbefore reserved and made payable at the times and in the manner at and in which the same are hereinbefore reserved and made payable without any deduction. It shall be the responsibility of the lessee to arrange to collect and pay the bill, whether the same is demanded or not, within the due date, which is usually 15th day of the month of beginning of every year.

Payment of taxes, duties, etc.

(2) AND also will from time to time and at all times during the said term pay and discharge all present and future rates, taxes (including service tax, Swachh Bharat cess etc.), duties, charges, assessments, outgoings and premium in respect of policy of insurance against any risk whatsoever which are now or may at any time hereafter be assessed, charged or imposed upon or payable in respect of the demised premises and/or any building thereon erected by the Lessee or the owner's or occupiers in respect thereof as hereinafter provided except the owners' share of Municipal taxes in respect of the demised premises.

Clearance required under Law and Statutes

(3) That the lessee will be required to obtain necessary clearance as may be required under Law and statutes including environmental clearances at his own cost and arrangements. The lessee will follow all safety norms as specified by the Competent Authority/Authorities and will also take all anti pollution and environmental friendly measures in consultation with West Bengal pollution control board and other such statutory organisations. That the lessee will be solely responsible for any pollution and environmental degradation arising out of the activities of the lessee and will also be required to take safety clearance is necessary from the Chief Controller of explosives as per standard norms.

Arrangement of facilities/ amenities

(4) That once the premises is handed over security, fire fighting and other civic facilities and amenities as required shall be the responsibility of lessee to arrange at the cost of the lessee from the Competent Authorities and to the satisfaction of all the authorities concerned. In case of any damage to the Trustees property or neighbouring property, the lessee will have to bear all costs and consequences. That arrangement of electricity and water is the responsibility of the lessee, at the cost of the lessee from the respective competent authorities. The lessee will be required to obtain Permission for way leave license on payment of requisite charges from the Trustees' for pipelines, electric lines, cable, etc. laid on the Trustees' land (other than the demised land) for such purposes.

Erection of structures.

(5) AND also will not at any time during the said term without the licence in writing of the Trustees first had and obtained erect any building or other structural works on the demised land or make any alteration or addition whatsoever in or to any building which may hereafter be erected on the demised land with such licence as aforesaid. Provided however and it is distinctly stipulated and agreed that no application for the grant of such licence will be entertained by the Trustees unless they are satisfied that the proposed structures or buildings have bearing on the purpose for which the Lessee are taking lease of the demised premises and the period of the lease and in this respect the decision of Trustees shall be final and conclusive. Repair/maintenance of the Trustees' godown and covered veranda may be made by the lessee at their own cost without disturbing the facade of the KoPT structure and the entire satisfaction of the Trustees' Chief Engineer and with prior permission of the KoPT. No material and substantive alteration/addition of Trustees' structure will be allowed.

Excavations.

(6) AND will not at any time during the said term without such licence as aforesaid open work or dig any quarries for clay, gravel or sand, in upon or under the demised land PROVIDED THAT the Lessee shall be at liberty to dig pits and make other excavation for the purpose of

foundations for permanent buildings the erection of which may be licensed as aforesaid.

(6A) THE Lessee shall faithfully observe and follow all laws, rules, regulations and notifications whatsoever governing the use of the demised land and structures, if any, built thereon.

(7) NOT to use the demised premises or any part thereof or any building that may be erected on the demised land or any portion thereof for any purpose other than that for which the demised premises is let out to the Lessee save and except with the previous consent of the Trustees first had and obtained in writing. However, grant of such permission is the sole and absolute prerogative of the Trustees.

Subletting & Transfer of lease.

(8) No subletting/under-letting or parting with possession of the leased premises will be allowed. However, the lease will be transferable on payment of transfer fee and other charges as per other terms and conditions stipulated by KoPT and directive of Central Government in vogue at that point of time.

Mortgage of leasehold interest.

(8A) AND the Lessee will not offer the demised land, KoPT structure or any portion thereof as security either in Court of Law or anywhere else. However, leasehold interest arising out of demised premises and structures sold out to the lessee, the structure may have erected by the lessee except KoPT structure, may be allowed to be mortgaged with prior permission of KoPT obtained in writing on the terms and conditions stipulated by KoPT.

(8B) AND the Lessee shall not effect or cause or allow to be effected any change in the formation, constitution or composition of their business or the name of the business without the prior knowledge of the Trustees.

Access of the Trustees' staff to the demised premises.

(9) AND also that it shall be lawful for the Trustees, their agents and staff at any reasonable time or times to enter upon the demised premises with a view to inspect and examine the condition of the same and other related aspects and the manner of construction of any building and erection for the time being under construction or erection or already constructed or for the purpose of constructing, laying, altering or maintaining any water-courses, drains, pipes, or electric wires in connection with any adjoining property, the Trustees filling up excavations made and otherwise making good any damage done to the demised premises or to property of the Lessee by reason of such repairing, laying, altering etc. by the Trustees as aforesaid but the Trustees will not be liable to pay any compensation to the Lessee for any damage or inconvenience that the Lessee may suffer in this connection.

Causing inconvenience to neighbours.

(10) AND will not do or suffer to be done in or upon the demised premises or any part thereof or in the building that may be erected thereon any act or thing which shall or may be or become a nuisance, damage, annoyance, inconvenience or danger to the demised premises or to the owners or occupiers of any adjoining or neighbouring land or premises.

Maintenance of sanitary Condition.

(11) AND shall at all times during the said term be bound to execute to the satisfaction of the Trustees and/or their staff all such works and observe and perform all such rules and conditions which shall appear to the Trustees and/or their staff or to the sanitary authorities of the district in which the demised premises is situated to be necessary or desirable in order to keep the demised premises into good sanitary order and condition.

(12) THE lessee will follow all safety norms as specified by competent authority (ies.) The lessee will also obtain all statutory clearances as may be required by law including environmental clearance at their own cost. The Lessee will also take all antipollution and environment friendly measures in consultation with West Bengal State Pollution Control Board and other statutory organisations at their own cost. The lessee shall be solely responsible for any pollution and

environmental degradation, if any, arising out of their activities.

Yielding up demised premises at the expiry or determination of the term.

(13) AND will at the expiration or sooner determination of the said term or any extended period thereof quietly and peacefully yield up vacant possession of the demised premises as a whole unto the Trustees with all buildings and erections, if any, purchased/erected thereon by the lessee that shall not have been previously removed by the Lessee.

Construction of culverts over water-pipes etc.

(14) AND PROVIDED ALSO and it is hereby expressly agreed that the Lessee shall construct culverts over all water-pipes which may pass through the demised premises and over which buildings or structures may be erected in such manner as shall give to the Trustees, their staff and agents free access at all times to the said water-pipes.

Trade licence.

(15) THE Lessee shall obtain at their own cost any trade or other "Licence" which may legally be necessary on account of their business.

Recovery under P.P. Act.

(16) PROVIDED ALWAYS and it is agreed that all issues arising out of lease condition and any arrears of rent or other moneys accruing to or in favour of the Trustees from the Lessee shall be recoverable as a public demand as defined in the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 as amended from time to time.

(16A) Without prejudice to the Trustees' other rights reserved under these presents, it is hereby expressly agreed and declared that in case of default in payment of rent bills in respect of the demised premises within the due date whether received or not, as herein provided, interest at 14.25% per annum shall be payable by the lessee on the outstanding rent dues from the date succeeding the due date to the date of actual payment. It shall be lessee's liability to pay the rent within the due date every year even if lessee does not receive the rent bills. In case lessee do not receive the bills within the 10^{th} day of the month in which the rent bill is supposed to be raised, every year, lessee shall be required to contact the office of the undersigned for obtaining a duplicate copy of the bill for payment. Lessee shall be duty bound to pay rent irrespective of whether the yearly bill is received by lessee or not.

Statutory powers.

(17) ANY statutory powers hereafter conferred upon the Trustees shall automatically apply to the demised premises and provisions in that respect shall be deemed to be incorporated in these presents and the Lessee shall be deemed to have constructive notice thereof.

Service of notice.

(18) ANY notice required to be given to the Lessee hereunder may be served on the Lessee by sending the same through the Post addressed to them at the address above mentioned and shall be deemed to have been duly served on them on the 3rd day subsequent to the day on which it was posted by ordinary post.

Utilisation of demised premises as shrine etc.

(19) THAT no portion of the demised land/or structures, if any shall be utilised for any political purpose or as a place for any kind of worship of prayer or meeting whatsoever or converted into any kind of shrine, tomb, temple or mosque however small or insignificant.

Custody of the lease.

(20) THE lease after registration shall remain in the custody of the Trustees. The costs of preparing, stamping and registering the lease shall be borne by the Lessee and also the cost of a counterpart or a copy, if required by the Lessee.

Security deposit.

(21) THE Lessee shall on or before the execution of these presents deposit with the Trustees by Demand Draft/Pay Order a sum equivalent to 2 years' rent and occupier's share of municipal tax on land, municipal tax on structures (if any) as well as service tax, Swachh Bharat tax and other taxes as applicable etc as non-interest bearing refundable Security for the due payment of the rent hereby reserved and due observance and performance of the covenants and conditions on

the part of the Lessee herein contained. In case of upward revision and fixation of rent, after every 5 years, the Security Deposit will be required to be supplemented by a further amount to make it equivalent to 2 years' rent and taxes at that point of time. It shall be lawful for the Trustees to appropriate and apply the said sum towards the payment of rents or any moneys, loss, costs or damages due to or suffered by the Trustees in respect of or arising out of these presents. Should the Trustees desire not to exercise the said power or appropriation then after Trustees receive back vacant and peaceful possession of the demised premises at the termination or determination of these presents the Trustees shall pay over such money to the Lessee or to their legal representatives which shall be a valid discharge as against the Trustees. Should the Trustees exercise the said power of appropriation so as in part to exhaust such money then upon the Trustees receiving back vacant and peaceful possession of the demised premises at the termination or determination of these presents any balance not appropriated shall be paid by the Trustees to the Lessee or to their legal representatives which shall be a valid discharge as aforesaid. The Trustees shall not be bound to make any such appropriation and failure to do so at any particular time shall not be deemed to be a waiver. The Trustees shall be entitled without prejudice to the said power of appropriation to exercise any other rights or remedies that the Trustees may in law or under these presents have before making any such appropriation and may subsequently after the exercise of any such rights effect such appropriation.

Provided further that in the event of the rent being increased at the time of enhancement of the rent during the period of the lease, the Lessee shall forthwith on demand by the Trustees deposit supplementary whatever additional security as the Trustees may require according to their rules as then applicable to the tenancy.

And provided again that for the purpose of this clause rent shall mean to include besides the yearly rent payable at any point of time during the validity of the lease such municipal rates, cesses and taxes as are leviable at that point of time.

Maintenance of boundaries.

(22) Lessee shall be required to demarcate the demised land with boundary walls, pillars or fencing immediately after taking over possession of the premises if there is no such boundary wall and maintain such walls, pillars or fencing in good and proper condition during the said term and shall have to see that no other person or party may encroach upon any portion of the demised premises to execute any work necessary or desirable in order to keep the demised premises in good sanitary order and condition to the satisfaction of all authorities concerned.

Exhibition of advertisement etc.

(23) THE Lessee shall not exhibit or allow to exhibit any advertisement or placards or other mode of representation on, above or within or outside the demised premises and/or the buildings standing thereon or any part thereof without the prior written permission of the Trustees except name-boards and signboards of any nature relating to the business of the Lessee themselves subject to the Lessee's complying with the Municipal, Police or any other Laws, Rules or Regulations for the same for the time being in force.

Indemnity.

(24) THE Lessee shall not on any account encroach or allow or suffer any encroachment to be made upon the road or any portion of the land surrounding the premises hereby demised or upon any other land whatsoever. In the event of the Lessee committing a breach of any of the terms contained in this clause they shall, in addition to all other rights conferred on the Trustees under these presents, be liable to pay to the Trustees damages at such rate and for such period as the Estate Manager of the Trustees shall in his absolute discretion think fit and proper. For the purpose of this clause the said Estate Manager is to be deemed an Arbitrator appointed by the Parties: PROVIDED ALWAYS that in the event of a breach of the covenants contained in this clause on the part of the Lessee to be observed the Lessee shall, in addition, hold the Trustees harmless and indemnified against any loss, damage, claims or actions whatsoever that the Trustees may be put to or the Trustees may in anyway incur relating thereto or arising

therefrom.

AND the Trustees hereby covenant with the Lessee in manner following :-

Payment of owners' share of taxes.

1. THAT the Trustees will at all times during the said term pay the owners' share of Municipal taxes payable in respect of the demised land but not any taxes in respect of the buildings and erections that may hereafter be erected thereon by the Lessee.

Peaceful holding of the premises by the Lessee.

2. AND that the Lessee paying the rent hereby reserved and performing and observing each and all the several covenants, conditions and agreements herein contained and on their part to be performed and observed shall and may peaceably and quietly hold the demised premises during the term hereby granted or any extension thereof without any lawful interruption or disturbance from or by the Trustees.

Resumption of the demised premises in default of rent and for other legal disabilities.

PROVIDED ALWAYS and these presents are upon the express condition that if the said yearly rent hereinbefore reserved or any part thereof shall at any time be in arrear and unpaid for twenty one days after the same shall have become due (whether demanded or not) or if the Lessee shall at any time commit a breach or fail or neglect to perform or observe any of the covenants, conditions or agreements herein contained including the condition laid down in this clause and on their part to be paid, performed and observed or if the Lessee being an individual or individuals shall become insolvent or commit an act of insolvency or be adjudicated insolvent or enter into a composition or arrangement with their creditors or if the lessee being a company or corporate body shall go into liquidation or be wound up whether compulsorily or voluntarily (except for the purpose of amalgamation or re-construction) or suffer any execution proceedings to be levied or a Receiver to be appointed in respect of any of their property and effects then and in any of such cases it shall be lawful for the Trustees or any person duly authorised by them without notice at any time thereafter into and upon the demised premises or any part thereof in the name of the whole to re-enter and the same to have again re-possessed and enjoyed as if these presents had not been made but without prejudice to any right of action or remedy or the Trustees in respect of any antecedent breach or non-performance or non-observance of any of the covenants and conditions by the Lessee herein contained.

Transfer of the ownership of the Lessees' structures to the Trustees at the expiration of the term etc.

PROVIDED further and these present are also upon the express condition that in the event of the demised premises not being developed by the Lessees and/or put into use or utilised for the purpose for which the premises is demised within the period of two years from the date of the lease, the Trustees shall be at liberty immediately thereafter to resume the demised premises, after giving one month's notice in writing to the Lessee. In the event of any dispute or difference of opinion as to whether the demised has been developed and/or put into use or utilised for the purpose for which the premises is demised, the decision of the Trustees' Estate Manager shall be final and conclusive.

Compensation

AND it is also hereby agreed and declared that the Lessee may at any time prior to the expiration of the said term of thirty years or previous determination under the proviso for determination first hereinbefore contained remove at their own cost all buildings and erections, if any, erected or set up by or belonging to the Lessee on the demised land and all such buildings and erections, not so removed shall at the expiration or previous determining of the said term of thirty years as the case may be become the absolute property of the Trustees without payment to the Lessee of any compensation therefor whatsoever PROVIDED that on any such removal the surface of the demised land shall be restored and levelled by the Lessee at their own costs as it was at the time of this lease and to the satisfaction of the Trustees.

Lessee will be required to submit to Trustees' office necessary plan for any construction that Lessee may propose to erect. No construction will be undertaken by Lessee until and unless the

plans are approved by Trustees' office. Structures considered to be in conformity with the purpose of the lease will be allowed to be erected on the said land provided no objection of the Trustees and sanction/NOC from Kolkata Municipal Corporation and other Government agencies as are required for construction/erection of such structures are obtained by the prospective allottee in writing before taking up construction in hand. The nature and type of the structure should conform to the purpose of the lease. The Trustees reserves the right to refuse such approval without assigning any reason whatsoever.

PROVIDED ALSO and it is hereby also agreed and declared that notwithstanding anything hereinbefore contained if this lease shall be determined by the Trustees by at least six months' Notice in writing if the premises is required for the purpose of Port or public or projects of national interest & importance under the power in that behalf hereinbefore reserved the Lessee shall be entitled any time after such notice and before such determination to give notice in writing to the Trustees requiring them to purchase all buildings and erections erected by the Lessee with the licence of the Trustees in writing as provided in clause 5 hereof and at the time of such six months' notice from the Trustees standing and being on the demised land and in case such notice shall be given the Trustees may if they so decide purchase such buildings and erections accordingly (excluding any plant and machinery therein or elsewhere upon the demised land whether attached thereto or not) and in the event of the Trustees deciding to purchase the buildings and erections as aforesaid the price to be paid therefor shall be assessed by Kolkata Port Trust, which will final and binding upon lessee. No compensation will, however, be paid if the lease is terminated prematurely for any breach of tenancy terms. No claim or any damage or compensation for any delay in demarcation or completion of any engineering work, which may be necessary or for any other cause, whatsoever, will be entertained. Provided, however, and it is expressly agreed by and between the parties that in the event of the Trustees deciding to purchase as aforesaid if any dispute or difference shall arise between them as to the amount of the said price to be paid to the Lessee as aforesaid or as to the manner or ascertainment or calculation of the same, such disputes or differences shall be referred to the arbitration of two independent persons, one to be appointed by each party with power to the arbitrators to nominate an Umpire before proceeding with such reference and this agreement shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act 1996 and the said arbitration proceedings shall be governed by the provisions contained in the said Act or any statutory modification thereof and the decision of such Arbitrators and/or Umpire as the case may be, shall be final and binding on both the parties. After expiry or termination or determination of lease, if the LESSEE do not vacate the premises within the due date compensation @ 3 times the rate of rent applicable for the month at prevailing SOR as to be charged from due date up to the date of handing over the demised premises to Trustees in peaceful, unencumbered and vacant condition.

IN WITNESS WHEREOF the Trustees have hereunto caused their Common Seal to be affixed and the Lessee have executed this lease the day month and year first above written.

GIVEN under the Common Seal of
The Board of Trustees of the Port of
Kolkata and duly signed in the presence
of……

Authorised Signatory

SIGNED sealed and delivered for
and on behalf of the above named
M/s……..

in presence of :.....

_____

Lessee

THE SCHEDULE HEREINBEFORE REFERRED TO:

The said piece or parcel of land measuring about ……. sqm. at ……..., Police Station: ……., Dist: ……..., Registration District:…… It is bounded on the North by:……., on the South by ……..., on the East by ……. and on the West by ……..more delineated on the plan no: …….. hereto annexed and thereon shown in green border.

APPENDIX – VI

Self declaration of the bidder as to the amount of admitted Estate port dues as on the day of NIT

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

Name of Dock	Type of occupation	Plate No.	Name of lessee/ licencee	Outstanding dues as on the date of press notice for tender (in Rs.)	Remarks
KDS	Lease				
	Licence				
	Foreshore occupation				
HDC	Lease				
	Licence				
	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 unpaid dues, we are allowed to participate in tender, only on the condition that we shall pay the total Annual rent 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

APPENDIX – VII

Format for purpose
KoPT/KDS/LND52-2017

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

Name of the bidder	Plot No.	Purpose proposed

Note:
(i) The bidder is at liberty to use the plot for more than one purpose and hence the bidder should mention the same accordingly.
(ii) In case, any of such purposes (non-industrial use) attracts additional 35% over the Reserve annual Rent as per KoPT's relevant provision as also mentioned in this tender document under' Conditions of Lease', the same shall be applicable on the entire plot.

(iii) In case, a bidder indicating a purpose that attracts additional 35%, intentionally or unintentionally enters '0' in the price schedule format to claim that the plot shall not attracts additional 35%, the quoted amount shall be revised as mentioned below:-

(a) In case, the bidder is not successful, the EMD shall be forfeited.
(b) In case, the bidder is successful, the highest quoted amount (as arrived at through the process of comparison of the offered price as per Price Schedule format and e-auction) shall be compared with 1.35 times the annual reserve rent. If the comparison shows that the final amount is less than or at par compared to 1.35 times the annual reserve rent, the accepted amount shall be revised to be above 1.35 times the annual reserve rent (i.e. 1.35 times the Reserve Annual Rent + Re 1/-).
(c) In the event of plots with the provision of the 'FIRST RIGHT OF REFUSAL', the existing occupant shall have to agree to and thence pay more than such amount as notionally derived for the highest bidder (where such bidder is other than the present occupant of the said plot) for the quoted purpose.

Signature…….

Name……...

Address……
……

Seal of the bidder:

Signature of the bidder with office seal

APPENDIX – VIII

KOLKATA PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
ESTATE DIVISION
15, Strand Road,
Kolkata – 700 001
Website: kolkataporttrust.gov.in
Tender NIT No. KoPT/KDS/LND/52-2017

Part – II: <u>Price Bid</u>

PRICE SCHEDULE (COVER- II)

Allotment of plots of land/structure/ property, as detailed in the enclosed tables, on long term lease of 30 years ***on 'as is where is' basis,*** without renewal option, against payment of annual rent or upfront, to willing tenderers through e-tender-cum-e-auction

Plot No. **[Will be put by the bidder]**	**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) or '1' (ONE)] as per offered purpose as mentioned in the evaluation criteria of this tender document]**	**Applicable Reserve Annual Rent in Rs. (Taxes extra)** **[will be displayed by the system]**	**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]**

•••••••

H. C. GIDDING (PVT) LTD.

TOWARDS TRANSPORT DEPOT ROAD

HINDUSTHAN LEVER

OFULYNX LIMITED

N

50 M

OPEN LAND

ROAD

GARDEN

GARDEN

ROAD

SIMPLEX COIVCRETE PILES (INDIA) LTD.

ROGER ENGINEERING LTD.

ANDREWYULE & CO. LIMITED

FOR TENDER PURPOSE
PLOT NO. A50

1 st BELT AREA = 899 SQM.
2 nd BELT AREA = 2846 SQM.

THE BOARD OF TRUSTEES OF THE PORT OF KOLKATA

PLAN SHOWING THE VACANT LAND AT OFF TRANSPORT DEPOT ROAD

AREA = 3745 SQM.

(SHOWN WITHIN GREEN BORDER)

SURVEYED BY - I. BEJ
DRAWN BY - S. PARUA

SKETCH NO.- 9262-D-II
SCALE -1"=60'-0"
DATE - 03.06.2014