

TENDER DOCUMENT

Cover Page

**KOLKATA PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
ESTATE DIVISION
N.I.T. No. KoPT/KDS/LND/01/2015**

For

“Allotment of different plots of land/warehouses on long term lease of 30/15 years, ***on ‘as is where is’ basis***, without renewal option, with or without minimum guaranteed traffic, on upfront or annual rent basis, to willing tenderers through tender-cum-auction.”

Tender sale date : Upto 19.03.2015

Pre-bid meeting : At 12-00 noon on 19.03.2015 at the Conference Room of KoPT Head Office

Submission of offer : Upto 11-30 hrs. on 25.03.2015

[No Bid will be accepted after 11-30 hrs on 25.03.2015 unless the due date is extended.]

Opening of techno-commercial offers : At 12-00 noon on 25.03.2015 at the Conference Room of KoPT Head Office

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

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

OFFER FOR PLOT.....

(Mention any one specific plot No. from Tables A or B or C or D or E of N.I.T.)

NOTICE INVITING TENDER
N.I.T. No. KoPT/KDS/LND/01/2015

Name of work : “Allotment of different plots of land/warehouses on long term lease of 30/15 years, *on ‘as is where is’ basis*, without renewal option, with or without minimum guaranteed traffic, on upfront or annual rent basis, to willing tenderers through tender-cum-auction.”

TABLE – A 1 plot on long term lease of 30 years, with reserve minimum guaranteed traffic, on upfront basis, for handling dry bulk cargo:

Plot No.	Plot Location (Area in sq.m) (as shown in drawing No.	Reserve upfront (excluding occupier's share of Municipal Tax on land, Service Tax) (in Rs.)	Purpose of lease	Reserve Minimum Guaranteed Traffic (in lakh tonnes per annum)	Eligibility Criteria of the bidder	Valuation of structure to be paid by successful bidder	EMD (in Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
A1	Area near 14 NSD, named Alifnagar Dump including area earlier allotted to BSNL (28,767) [the area is now partially inside Custom bound area & proposed to be brought outside] (as shown in drawing No. 9230-3-D-III)	16,27,15,244/-	Dry Bulk (coal, lime stone etc.,) storage/ processing facility	5.00	Bidder should be in the business of Coal/bulk cargo storage/ handling/ processing/ sales for not less than 3 years ending on 31.12.2014	To be valued by empanelled valuer of KoPT	50 Lakhs

Note: The tenderer may specify any particular type of dry bulk cargo or a combination of max. three types of dry bulk cargo in their offer to achieve more than reserve MGT.

TABLE – B 2 plots on long term lease of 30 years, with minimum guaranteed traffic to be quoted by the tenderer, on upfront basis, for storage/processing of import/export cargo:

Plot No.	Plot Location (Area in sq.m) (as shown in drawing No.	Reserve upfront (excluding occupier's share of Municipal Tax on land, Service Tax) (in Rs.)	Purpose of lease	Eligibility Criteria of the bidder	Valuation of structure + cost of valuation, if any, to be paid by successful bidder (plus applicable tax)	EMD (in Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
B1	Land at Budge Budge near Kali Temple (earlier allotted to IOCL – commonly known as Chitriganj terminal) 19,283.388 (as shown in drawing No. 9265-BB)	3,45,49,222/-	Storage/ processing of cargo imported/ exported through KDS	The tenderer should be in business* of import/ export cargo (for which MGT is to be quoted) for at least 3 years, as on 31.12.2014	Rs.5,00,000/-	37,96,358/-
B2	Land at Budge Budge in between S.K. Oil and HPCL. 20543 (approx) (as shown in drawing No. 9306-BB)	4,23,26,917/-	Storage /Warehousing of liquid bulk cargo exported/ imported through KDS	The tenderer should be in business* of import/ export cargo (for which MGT is to be quoted) for at least 3 years, as on 31.12.2014	To be valued by empanelled valuer of KoPT	46,50,993/-

Note: The tenderer may specify any particular type of dry bulk cargo or a combination of max. three types of dry bulk cargo in their offer to achieve MGT.

* 'Business' means any one or any combination of the following activities: - manufacturing, processing, marketing, distributing, selling, storage, importing/exporting.

TABLE – C 26 plots on long term lease of 30 years, on upfront basis, for various purposes:

Plot No.	Name of the plot of land	Area to be leased out (approx.) (in sq.m.)	Reserve Upfront (excluding tax) (in Rs.)	Purpose of lease	Valuation of structure + cost of valuation, if any, to be paid by successful bidder (plus applicable tax) (in Rs.)	EMD (in Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
C1	Ground earlier allotted to Pally Mangal Samity at Remount Road (as shown in drawing No. 8663-1-D-I)	7358 High land [1 st belt- 4941.19 2 nd belt- 2416.81]	8,55,31,976/-	Any purpose in conformity with LUDCP (except Residential purpose) - *Business Building, Mercantile [Retail] Building, Assembly Building Storage building and Extension of existing Industrial building	3,44,800/- + 2,000/-	50 lakhs
C2	Area earlier occupied by NDDDB at Remount Road (near Remount Road Rly. Station. (as shown in drawing No. 8096-1-D-I)	6784.334	7,88,63,481/-	Do	57,340/- + 2,000/-	50 lakhs
C3	Land at JJP (earlier occupied by Stewarts and Lloyds) (as shown in drawing No. 9149-D-III)	16325.6 (1st belt 5636, 2nd belt 10689.6)	13,50,14,897/-	Do	Rs.69,82,000 /- + 3,696/-	50 lakhs

Plot No.	Name of the plot of land	Area to be leased out (approx.) (in sq.m.)	Reserve Upfront (excluding tax) (in Rs.)	Purpose of lease	Valuation of structure + cost of valuation, if any, to be paid by successful bidder (plus applicable tax) (in Rs.)	EMD (in Rs.)
C4	Land at Taratala Road near Brooklyn depot. (beside GRSE) (as shown in drawing No. 9100-1-D-III)	3389.1	3,10,51,079/-	Any purpose in conformity with LUDCP (except Residential purpose) - *Business Building, Mercantile [Retail] Building, Assembly Building Storage building and Extension of existing Industrial building	No structure	34,11,973 /-
C5	Land at erstwhile sales yard (as shown in drawing No. 8584-3-D-III)	38450	20,96,86,580 /-	Do	No structure	50 Lakhs
C6	Land at Taratala Road between plots of Garden Reach Shipbuilders and BSF (earlier allotted to Ship Repairers) (as shown in drawing No. 9141-D-III)	1666.70 (1st belt D. Land 870.10 and land 97.5 + 2nd belt D. Land 699.10) (Asbr str. 97.5sq.m)	1,31,49,116/-	Do	Rs.2,20,000/- + 2,000/-	14,44,859 /-
C7	Land adjacent to mosque at Dhobitala adjoining New Road from Paharpur Cooling Tower to Taratala Road (as shown in drawing No. 9124-2-D-III)	5050 (1st belt 3625 2nd belt 1425)	2,51,12,411/-	Do	No structure	27,59,418 /-

Plot No.	Name of the plot of land	Area to be leased out (approx.) (in sq.m.)	Reserve Upfront (excluding tax) (in Rs.)	Purpose of lease	Valuation of structure + cost of valuation, if any, to be paid by successful bidder (plus applicable tax) (in Rs.)	EMD (in Rs.)
C8	Land at Harimohan Ghose Road (earlier allotted Chalia Rolling Mill) (as shown in drawing No. 6960-2-D-III)	2011.35	2,49,96,603/-	Any purpose in conformity with LUDCP (except Residential purpose) -*Business Building, Mercantile [Retail] Building, Assembly Building Storage building and Extension of existing Industrial building	Rs.1,50,000/- + 2,000/-	27,46,692 /-
C9	Vacant Land at Budge Budge Road between plots of Vesuvius India Ltd and Pandit Kanahyalal Punj (earlier allotted to Bisleri) (as shown in drawing No. 9286-1-D-II)	4357 (1st belt 3975.5 2nd belt 381.5)	2,89,26,827/-	Do	Rs.75,750/- + 2,000/-	31,78,555 /-
C10	Land at Sastitala Road near the crossing of Sastitala Road and Garden Reach Road (as shown in drawing No. 9264-D-I)	1285	65,18,513/-	Do	Rs.8,97,000/- + 2,000/-	7,16,272/-
C11	Land at Oil Instalation Road earlier allotted to Victor Oil (as shown in drawing No. 9140-D-III)	3935.93 (1st belt D. Land 2948.7, 2nd belt D. Land 916.2, 1st belt land 71.03)	2,36,57,955/-	Do	Rs.5,26,000/- + 2,000/-	25,99,595 /-

Plot No.	Name of the plot of land	Area to be leased out (approx.) (in sq.m.)	Reserve Upfront (excluding tax) (in Rs.)	Purpose of lease	Valuation of structure + cost of valuation, if any, to be paid by successful bidder (plus applicable tax) (in Rs.)	EMD (in Rs.)
C12	Land at Sonapur Road (earlier occupied by M/s Star Winding Wires Pvt. Ltd.) (as shown in drawing No. 9000-D-III)	699.839	55,74,464/-	Any purpose in conformity with LUDCP (except Residential purpose) - *Business Building, Mercantile [Retail] Building, Assembly Building Storage building and Extension of existing Industrial building	Rs.1,43,000/- + 2,000/-	6,12,537/-
C13	Land at Sonapur Road in between the plots of JEM Pvt. Ltd. and R. M. Chatterjee & Brothers (as shown in drawing No. 8060-1-D-III)	1389.82	1,10,70,406/-	Do	No structure	12,16,445 /-
C14	Land at CGR Road on crossing of Dumayune Avenue (earlier Dock Hospital) (as shown in drawing No. 9180-D-II)	4777	4,06,52,899/-	Any purpose in conformity with LUDCP including Hospital/ / Diagnostic Centre/pathological lab/Pharmacy etc. (except Residential purpose)	Rs.29,65,732 /- + 2,386/-	44,67,047 /-
C15	Land at Taratala Road earlier occupied by Kumar Group (as shown in drawing No. 9298-D-III)	2475	1,64,31,925/-	Any purpose in conformity with LUDCP (except Residential purpose)	Rs.12,05,800 /- + 2,000/-	18,05,583 /-
C16	Land at Taratala Road – opposite to Nature Park (as shown in drawing No. 9391-D-II)	420	27,88,446/-	Do	No structure	3,06,402/-

Plot No.	Name of the plot of land	Area to be leased out (approx.) (in sq.m.)	Reserve Upfront (excluding tax) (in Rs.)	Purpose of lease	Valuation of structure + cost of valuation, if any, to be paid by successful bidder (plus applicable tax) (in Rs.)	EMD (in Rs.)
C17	Land at Taratala Road adjacent to earlier occupation of Kumar Group (as shown in drawing No. 9364-D-III)	800	53,11,326/-	Any purpose in conformity with LUDCP (except Residential purpose) - *Business Building, Mercantile [Retail] Building, Assembly Building Storage building and Extension of existing Industrial building	No structure	5,83,622/-
C18	Brooklyn Depot – erstwhile shed No 9. (as shown in drawing No. 9332-D-III)	Land space – 1222 Devp. Land – 1220	1,40,94,331/-	Do	No structure	15,48,722/-
C19	Vacant land adjacent to LMJ Logistics at diverted CGR Road (as shown in drawing No. 9324-D-III)	1275	94,34,909/-	Do	No structure	10,36,733/-
C20	Structure with vacant land at Oil Installation Road – earlier occupied by M/s M.S.Roadways (as shown in drawing No. 8657-1-D-III)	Land 1916.60 Devep. Land 280	1,18,71,602/-	Do	To be valued by empanelled valuer of KoPT	13,04,483/-
C21	Vacant Land on Gopal Doctor Road (as shown in drawing No. 9245-D-I)	Land 5796.60 (1 st belt- Dev. Land 563.5 & open land 1129.5 and in 2 nd belt - Dev. Land 654.5 & open land 3449.1)	2,53,71,883/-	Do	To be valued by empanelled valuer of KoPT	27,87,929/-

Plot No.	Name of the plot of land	Area to be leased out (approx.) (in sq.m.)	Reserve Upfront (excluding tax) (in Rs.)	Purpose of lease	Valuation of structure + cost of valuation, if any, to be paid by successful bidder (plus applicable tax) (in Rs.)	EMD (in Rs.)
C22	Vacant land with structure at Sonai in front of Sonai 'B' and 'C' Block (as shown in drawing No. 8415-2-D-III)	Land 7600	3,01,70,984/-	Any purpose in conformity with LUDCP (except Residential purpose)- *Business Building, Mercantile [Retail] Building, Assembly Building Storage building and Extension of existing Industrial building	To be valued by empanelled valuer of KoPT	33,15,267/-
C23	Vacant land with structure (including cemented pavement) at Oil Installation Road (as shown in drawing No. 8371-D-III)	Land 477.71	28,56,506/-	Do	1,50,000/- + 2,000/-	3,13,880/-
C24	Land of Remount Rd. opposite to 13 No. Gate of KPD (as shown in drawing No. 9401-D-I)	1481.09	1,49,71,052/-	Do	To be valued by empanelled valuer of KoPT	16,45,058/-
C25	Land with Structures at Taratala Rd/ Phatepur earlier allotted to M/s Burmalime & Chemical Co. Ltd (as shown in drawing No. 81791--D-II)	9698.11	7,40,45,438/-	Do	9,45,500/- + 2,000/-	50 Lakhs

Plot No.	Name of the plot of land	Area to be leased out (approx.) (in sq.m.)	Reserve Upfront (excluding tax) (in Rs.)	Purpose of lease	Valuation of structure + cost of valuation, if any, to be paid by successful bidder (plus applicable tax) (in Rs.)	EMD (in Rs.)
C26	Land with Structures at Taratala Rd earlier allotted to M/s Scott & Saxby ltd (as shown in drawing No. 9148-D-III)	4877 [1 st belt 1905 2 nd belt 2972 CIR 786.5 ASBS struc. 332.7 No roof struc. 203.4]	3,72,36,080/-	Any purpose in conformity with LUDCP (except Residential purpose) - *Business Building, Mercantile [Retail] Building, Assembly Building Storage building and Extension of existing Industrial building	5,80,650/- + 2,000/-	40,91,598 /-

TABLE – D 10 plots on long term lease of 30 years, on annual rent basis, for various purposes:

Plot No.	Name of the plot of land	Area to be leased out (approx.) (in sq.m.)	Reserve Annual Rent (excluding tax) (in Rs.)	Purpose of lease	Valuation of structure + cost of valuation, if any, to be paid by successful bidder (plus applicable tax)	EMD (in Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
D1	Land at Sonapur Road (earlier allotted to SAIL) (as shown in drawing No.8193-1-D-III)	66,939.287	3,43,74,591/-	Container Freight Station or storage/ warehousing/ processing of cargo/ container and/ or value addition to port traffic	No structure	50 Lakhs
D2	Area just opposite to 13 KPD gate at Remount Road (as shown in drawing No.8604-1-D-I)	3395	26,01,889/-	Business Building, Mercantile [Retail] Building, Institutional Building, Educational Building, Assembly Building (except Residential Building)	No structure	43,36,482/-

Plot No.	Name of the plot of land	Area to be leased out (approx.) (in sq.m.)	Reserve Annual Rent (excluding tax) (in Rs.)	Purpose of lease	Valuation of structure + cost of valuation, if any, to be paid by successful bidder (plus applicable tax)	EMD (in Rs.)
D3	Land at Transport Depot Road [between Hindustan Lever, Simplex Concrete Piles (India) Ltd. & Roger Engineering Ltd.] (as shown in drawing No. 9262-D-II)	3745	17,52,319/-	Business Building, Mercantile [Retail] Building, Institutional Building, Educational Building, Assembly Building (except Residential Building)	No structure	29,20,532/-
D4	Land at Helen Kellar Sarani (in front of Ara Plots and Properties Ltd.) (as shown in drawing No. 8399-D-II)	9650	45,15,320/-	Do	No structure	50 Lakh
D5	Land at New Road (near Castrol Ltd.) (as shown in drawing No. 9268-D-III)	2725	13,29,490/-	Do	No structure	22,15,817/-
D6	Land at New Road (near CDLB quarters) (as shown in drawing No.8575-2-D-III)	5290	29,68,057/-	Do	No structure	49,46,762/-
D7	Land at Transport Depot Road (Besides Vijay Kumar Arya & Others) (as shown in drawing No.8153-D-II)	3190	14,92,629/-	Do	No structure	24,87,715/-
D8	Land at New Road (near HPCL) (as shown in drawing No.8760-D-III)	9619.699	53,97,318/-	Do	No structure	50 Lakhs

Plot No.	Name of the plot of land	Area to be leased out (approx.) (in sq.m.)	Reserve Annual Rent (excluding tax) (in Rs.)	Purpose of lease	Valuation of structure + cost of valuation, if any, to be paid by successful bidder (plus applicable tax)	EMD (in Rs.)
D9	Area earlier occupied by Hind dock at Timber Pond, Howrah (as shown in drawing No. 8966-H)	7001. (High land 2850.937 + Low land 4150.233)	8,44,844/-	Ship building /repairing	No structure	14,08,073/-
D10	Area earlier occupied by Hind dock at Timber Pond, Howrah (as shown in drawing No. 8972-H)	8248.47 sq.m. (High land 3522.777 + Low land 4725.693)	10,03,115/-	Do	No structure	16,71,858/-

*

- 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, religious, patriotic, civil, travel, sports and similar other purposes as the principal use. 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;

TABLE – E 3 structures on long term lease of 15 years, on annual rent basis, for storage or warehousing of cargo imported/exported through KDS purposes:

Prop erty No.	Warehouse Location	Area to be leased out (approx.) in sq. m	Annual rental (excluding tax (in Rs.)	Purpose of and duration of lease	EMD (in Rs.)
E1	Vacant area of Lybian warehouse (as shown in drawing No. 9239-1-D-III	Warehouse space - 40415.103 ; Land -7920 ; RCC Shed- 319.5;ASBR- 300; Platform – 890	2,65,36,789/-	Storage/warehousing of cargo imported/ exported through KDS.	50 lakh
E2	Vacant area of Sale Tea warehouse (as shown in drawing No.9269-D-II	25755 [1 st floor 15300 Annex area 10455]	1,12,58,326/-	Storage/warehousing of cargo imported/ exported through KDS.	50 lakh
E3	Vacant area of TT shed (as shown in drawing No. 8804-D-II	6000.83.(1 st floor)	24,90,214/-	Storage/warehousing of cargo imported/ exported through KDS.	40,68,983

Note: The drawings mentioned above are given separately in the website.

[A tenderer intending to bid for more than one plot/property should submit separately sealed offer complete in all respects for each plot/property by remitting separate tender fee & EMD]

1. **Invitation of offer:** Sealed tenders in two parts are invited from willing tenderers for allotment of plots/properties as per above mentioned description under Tables “A”, “B”, “C”, “D” and “E”.

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

3. **Tender Fee:**

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

3.1.1 For purchase of the tender document from the office of the Estate Manager:- The **Tender Fee** (non-refundable) of **₹ 5,000/- (Rupees five thousand only)** for each plot/property may be deposited in cash with the Treasurer, KoPT, against endorsement from the office of the Estate Manager, KoPT, on an application of the intending tenderer.

3.1.2 For downloading the tender document from KoPT website:- The **Tender Fee** (non-refundable) of **₹ 5,000/- (Rupees five thousand only)** for each plot/property may be deposited in the form of Banker’s Cheque/Demand Draft to be issued by any scheduled bank of India drawn in favour of ‘Kolkata Port Trust’.

3.2 The original Treasury Receipt of cash deposit or the original Banker’s Cheque/Demand Draft shall have to be enclosed alongwith the tender/offer in Cover – I without which no tender shall be accepted. Tenderer intending to participate in the tender for more than one plot/property, shall have to deposit tender fee **separately** in the respective offer for each plot/property.

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

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

4. **Earnest Money:**

4.1 Intending Tenderers shall deposit the requisite sum (as indicated in Tables “A”, “B”, “C”, “D” and “E”) with the offer for each plot/property as **‘Earnest Money Deposit’ (EMD)** in the form of Banker’s Cheque/Demand Draft issued by any scheduled bank of India drawn in favour of ‘Kolkata Port Trust’. Tenderer intending to participate in the tender for more than one plot/property, shall have to deposit EMD **separately** in the respective offer for each plot/property.

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

5. **Mandatory obligation:** Tender Fee and EMD shall be submitted in Cover – I of the tender/offer without which no tender shall be accepted. The EMD of the successful tenderer may be converted to part of Security Deposit (SD) as stated hereafter. In case of the unsuccessful Tenderers, the EMD will be refunded without interest. In short, for the unsuccessful tenderers, either the Banker's cheque /Demand Draft, as would be furnished by the tenderer as EMD, shall be returned or the amount of EMD will be refunded through A/c payee cheque or to their ECS A/c. In fact, mere submission of offer will not mean that a particular offer will be automatically considered qualified and bid will be entertained.

6. **Inspection of site:** Prospective tenderers are advised to contact Shri S. Mitra, O.S.D (Reso) [I/C], at Cell Phone No. +91 9836298680 in advance, regarding arrangement of site inspection. No cost incurred by the tenderers in preparing their offer or attending inspection of the site will be reimbursed by the KoPT.

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

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

CONDITIONS OF TENDER
N.I.T. No. KoPT/KDS/LND/01-2015

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

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

(a) The original Treasury Receipt of **Tender fee**, if deposited in cash, or the original Banker's Cheque/Demand Draft towards the Tender fee, as stated in para 3 of Notice Inviting Tender (N.I.T.)

(b) The original Banker's Cheque/Demand Draft for the **EMD** as stated in para 4 of N.I.T.

[Enclosed **APPENDIX –I** (indicating particulars / details of the Tender Fee & Earnest Money) is to be filled up and submitted alongwith the covering letter of techno-commercial part of the offer].

(c) Each page of this tender document including addendum (if issued pursuant to the pre-bid meeting or otherwise), notice etc. – if any, is to be duly signed and stamped as a token of having read all the pages and confirmation of having agreed to the same.

The blank space at the bottom of page 1 i.e. “**OFFER FOR PLOT/PROPERTY.....**” of this tender document shall have to be filled in by the tenderer, depending on whether the said offer is for

- plot 'A1' as in Table 'A' of N.I.T. or
- any one of 'B1' / 'B2' as in Table 'B' of N.I.T. or
- any one of 'C1' / 'C2' /..... 'C26' as in Table 'C' of N.I.T. or
- any one of 'D1' / 'D2' /..... 'D10' as in Table 'D' of N.I.T. or
- any one of 'E1' / 'E2' / 'E3' as in Table 'E'

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

However, the other pages of the format for Price Schedule shall **not** have to be enclosed.

(d) Self Attested papers indicating profile of the tenderer (i.e. details of tenderer)

- (e) Self attested copies of documents to establish that the tenderer has fulfilled the eligibility criteria for the plot of Tables 'A' and 'B' of the tender for the concerned plot.
- (f) A declaration duly signed and stamped by tenderer indicating **proposed purpose** of lease of the plot/property.
- (g) Self attested copy of **Trade License**;
- (h) Self attested copy of **I.T. PAN Card/ TAN**.
- (i) Self attested copy of **Service Tax registration certificate**, if applicable. [Otherwise to mention 'Not Applicable' in a separate letter, indicating reasons(s) thereof]
- (j) Self attested copy of **VAT registration certificate**, if applicable. [Otherwise to mention 'Not Applicable' in a separate letter, indicating reasons(s) thereof]
- (k) Self attested copy of all pages of **Audited Balance Sheet and Profit & Loss Account** with Audit Report for the last three financial years ending on 31.03.2014. The audit report should bear the office stamp and signature of the auditor(s) concerned.
- (l) Self attested copy of **IT Return** of the last financial year i.e. 2013-14.
- (m) Self attested copy of valid **Professional Tax Challan**, if applicable. [Otherwise to mention 'Not Applicable' in a separate letter, indicating reasons(s) thereof]
- (n) Self attested copy of **Partnership Deed** (in case the tenderer is a partnership firm) or self attested copy of **Memorandum of Association and Articles of Association/ Bye laws** alongwith certificate of incorporation (in case the tenderer is a company). This is not applicable for a proprietorship firm and in that event, the same is to be clearly stated in in a separate letter.
- (o) Self Attested papers to indicate the status of the firm, name and designation of the proprietor / partners/ directors/major share holders etc. with profit sharing ratio and/or share holding pattern certified by concerned authorities or Chartered Accountant/Company Secretary.
- (p) Original **Power of Attorney** in favour of the person signing the tender document, if applicable.
- (q) **APPENDIX – II** attached with this tender document duly filled in, signed and stamped.
- (r) The scheme or plan of the cargo handling operation intended to be implemented by the tenderer against plot Nos. 'A1' 'B1' and 'B2', if land is allotted in their favour.
- (s) The self attested copy of the drawing for the particular plot/property out of the drawings uploaded separately with this tender document. However, the self attested copy of other drawings shall **not** have to be enclosed.

- (t) Any other document as may be indicated by KoPT in the website, if any, is to be duly signed and stamped or duly filled in, signed and stamped.
- (u) Self Attested Milestone chart as stated in Clause No.20 of the Conditions of Lease & Scope of Work, only against plot No. 'A1' 'B1' and 'B2'.

[Non-submission of any of the aforesaid documents, if applicable, may lead to techno-commercial disqualification of the tender]

(ii) Price part [Cover – II] :-

The duly filled in format for Price Schedule & MGT against the plot Nos. 'A1', 'B1' & 'B2' and only Price Schedule for remaining plots/properties, without any overwriting and without any counter condition of any sort for the specific plot/property.

2. **Pre-bid meeting:** A pre-bid meeting shall be held at the Conference Room of KoPT Head Office located at 2nd floor of the main building of Kolkata Port Trust Head Office at 15, Strand Road, Kolkata – 700 001 at 12-00 noon on 25.03.2015 In this connection, prospective tenderers may send advance queries to the Contact Officer [Shri S. Mitra, O.S.D (Reso) (I/C), at Cell Phone No. +91 9836298680, e.mail ID: santanumitra@kopt.in] by email/post. KoPT will be at liberty to amend the tender document and issue addendum, if needed, pursuant to such pre-bid meeting or otherwise. The same, if issued, shall be part and parcel of the tender document and shall be hoisted in KoPT's website.

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

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

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

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

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

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

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

Inner Cover for plot/property.....

(Mention specific plot/property No.- anyone from Tables A or B or C or D or E of N.I.T.)

Part – I - TECHNO-COMMERCIAL PART (Cover – I)

N.I.T. No. KoPT/KDS/LND/01-2015

For inner cover containing the Price part (Cover – II):-

Inner Cover for plot/property.....

(Mention specific plot/property No.- anyone from Tables A or B or C or D or E of N.I.T.)

Part – II - PRICE PART (Cover – II)

N.I.T. No. KoPT/KDS/LND/01-2015

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

Outer Cover for plot/property.....

(Mention specific plot/property No.- anyone from Tables A or B or C or D or E of N.I.T.)

N.I.T. No. KoPT/KDS/LND/01-2015

7. **Submission of the tender:** The offers, sealed as stated above, 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 – 700 001 within **11-30 hrs.** on **25.03.2015**. No tender received after the aforesaid scheduled time & date shall be considered and no request/ communication from the end of any tenderer shall be entertained by KoPT in connection with late submission of bid.

8. **Opening of techno-commercial part of the tender:** Techno-commercial part (Cover – I) of the Tenders will be opened at **12-00 hrs.** on **25.03.2015** at the Conference Room of KoPT Head Office at 15, Strand Road, in presence of the participating tenderers or their authorized representatives.

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

10. **Contact Officers:** Further details/clarification, if required, will be available from Shri S. Mitra, O.S.D (Reso) [I/C], Estate Division, General Administration Department, KoPT (Cell No. 9836298680).

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

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

13. **Forfeiture of EMD:**

13.1 The tenderer not quoting above reserve upfront/ reserve Annual Rent for any plot/property, would not qualify for auction and his EMD may be forfeited. Also, not quoting above reserve MGT for plot 'A1' or any MGT for plots 'B1' and 'B2' shall equally be regarded as sufficient ground to disqualify the offer of any tenderer and his EMD may be forfeited. It is clearly mentioned that no MGT is applicable for any plot/property under 'Tables C, D & E'

13.2 EMD of the tenderer emerging as the 'aggregate-H1 tenderer' for plots under 'Tables A & B' and 'H1 tenderer' for plots under 'Tables C, D & E' in the price bid of the tender may be forfeited if that 'aggregate-H1 tenderer' or 'H1 tenderer' does not participate in auction, when manual/oral auction is conducted.

14. **Substitution, Withdrawal of Tender:** The tenderer may substitute or withdraw its offer after submission, provided that written notice of the substitution or withdrawal is received by KoPT before the Due Date and time of submission of offer i.e. 11-30 hrs. on **25.03.2015** or any extended date. No offer shall be substituted or withdrawn by any tenderer after the Due Date and time of submission of offer or any extension thereof.

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

16. **Tests of Responsiveness:**

a) Prior to evaluation of Techno Commercial Part of the tender, KoPT will determine whether each offer is responsive to the requirements of the tender document. A tender shall be considered responsive if the tender: -

- i) Is received by the due date (including extended period, if any).
- ii) Is signed, sealed and marked as stipulated in the tender document.
- iii) Is accompanied by requisite Tender fee and requisite EMD, as stipulated.
- 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.

b) **Clarifications:**

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

c) **Confidentiality:**

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

- 17. **Agreement:** The lessee shall enter into an Agreement with KoPT, enumerating different terms and conditions of cargo and vessel operations where applicable, before taking over the land from KoPT (i.e. for plots A1, B1 and B2).
- 18. **Eligibility Criteria:** As stated in the N.I.T. of this tender document.

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CONDITIONS OF LEASE & SCOPE OF WORK

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

1. **Plot/Property details:** The allotment of each of the plots of land/properties on 'as is where is' basis, will be on long term lease of

- 30 years for plots under Table A to Table D and
- 15 years for properties under Table E ,

without any option for renewal, on the condition as follows:

- i) for plot under Table 'A' – with reserve MGT (Minimum Guaranteed Traffic) on Upfront basis.
- ii) for plot under Table 'B' – with MGT (to be quoted by the tenderer) on Upfront basis.
- iii) for plot under Table 'C' –on Upfront basis (without MGT).
- iv) for plot under Table 'D' –on Annual Rental basis (without MGT).
- v) for property under Table 'E' –on Annual Rental basis (without MGT)

2. **Gestation Period**

(a) **For Plots A1, B1 & B2:** It would be the responsibility of the successful tenderer for each plot to commence commercial operation for the respective plot within a period of 24 months from the date of handing over of the plot of land and to achieve the quoted & accepted Minimum Guaranteed Traffic within a period of maximum 36 months from the date of allotment of land.

(b) **For plots under Tables 'C', 'D' and 'E':** The lessee will have to start utilising the plot of land/property as per purpose of the lease, within a period of 24 months from the date of handing over of the plot of land/ property.

3. **Applicable for plots under Tables 'A' & 'B':**

3.1 **River Draft :** Kolkata Port being a riverine port, no guarantee of river draft can be given.

3.2 **Dimension of vessels:-**

- For NSD, the max. dimension of vessel is 565 feet in LOA and 80 feet in beam.
- For Budge Budge, the max. dimension of vessel is 620 feet in LOA and 85 feet in beam.

3.3 Unforeseen situation: For eventualities like de-commissioning of berths/jetties, problem in lock gates, shipping channel etc. leading to suspension / stoppage of operation for more than 15 consecutive days, due concession in MGT only for that affected period, on prorata basis, may be considered by KoPT on the merit of the case, if so applied / requested by the lessee.

Normal bore tide restrictions at Budge Budge will, however, not qualify for any concession in MGT.

3.4 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 contract, which was kept suspended due to such events of Force Majeure. Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event of Force Majeure.

3.5 Commencement of MGT: The start date for applicability of MGT shall be the day following the last day of 2 years' period from the date of handing over of land. The finish date for the 1st year for the purpose of calculating MGT shall be the following 31st March, where MGT will be calculated on pro-rata basis. Thereafter, every financial year will be the year for calculation of MGT till the 29th year for plots under Tables 'A' & 'B'. Again, the spirit of prorata MGT shall be applied for the balance period to complete 30th year. It is obligatory on the part of the lessee to achieve the MGT every year (from 3rd year of lease onwards) during the lease period.

3.5.1 However, lessee will be at liberty to prepone the date of commencement of applicability of MGT. In that event also, the total lease period shall continue to be 30 years.

3.6. Bank Guarantee for MGT (For Plots A1, B1 & B2): : A Bank Guarantee is to be executed by the successful tenderer from any Kolkata Branch of any Scheduled bank of India for a sum equivalent to the amount arrived at by multiplying the prevailing wharfage of the relevant commodity / commodities as per Scale of Rates with the tendered MGT. The Bank Guarantee shall remain valid for a period of at least one year (with a further claim period of 3 months thereafter), to be renewed every year one month before expiry of validity period, till completion of the entire lease period.

Also, in the event of revision of Scale of Rates within the validity period of the Bank Guarantee (BG) in any year, requiring revision of the BG amount, the lessee shall have to furnish the supplementary BG for the additional amount for the balance period. Alternatively, the lessee shall be at liberty to submit fresh BG of requisite amount and get back the former BG.

Format shall be provided by KoPT to the successful tenderer.

3.7 **Berthing Priority (For Plots A1, B1 & B2):** No dedicated/ captive berth/jetty shall be offered for the cargo pertaining to the proposed demised land. Hence, lessee will not be allowed to erect any permanent construction on the quay/jetty. Berth/jetty will be allotted to the lessee ship-wise, subject to availability of the berth/ jetty. However, 'Priority/Ousting Priority berthing', as would be in vogue, may be granted by KoPT, if requested by the lessee, subject to making necessary payment as per Scale of Rates prevailing at the material time.

However, allotment of KoPT Pilot (i.e. calling priority) will be as per the usual norms of KoPT.

3.8 **Cleanliness:** The successful tenderer shall be responsible for keeping the berth/ jetty clean to the satisfaction of KoPT and pollution-under-control as per applicable norm of State / Central Pollution Control Board and other statutory authorities during the entire lease period.

3.9 **Applicable charges:** During the pendency of the lease, the lessee shall be liable to pay all relevant port charges / dues (i.e. cargo-related and vessel-related) as per the then prevailing Scale of Rates, and to maintain deposit account(s) with KoPT to be in a position to make advance ad-hoc payment towards port charges.

4. **Sub-lease/Transfer:**

4.1 No sub-lease/ subletting or parting with possession of the leased land will be allowed. However, transfer of the leased land may be allowed as per terms & conditions (including payment) to be stipulated by KoPT.

4.2 In case of transfer *for plots under Tables 'A' & 'B'*, the transferee shall have to fulfil the eligibility criteria of the instant tender for last 3 financial years preceding the proposed transfer. The transferee shall remain responsible for compliance of all terms & conditions of Agreement including the conditions of MGT, for the balance period of lease.

4.3 In case of transfer *for plots/properties under Table 'C' 'D' & 'E'*, the transferee shall remain responsible for compliance of all terms & conditions of lease deed, for the balance period of lease.

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

5.1 Land-related disputes will be adjudicated as per Public Premises (Eviction of Unauthorised occupants) Act, 1971 including any amendment thereof.

5.2 All other disputes including MGT, vessel-related and cargo-related disputes, will be adjudicated by standard Arbitration procedure as per Arbitration and Conciliation Act, 1996 including any amendment thereof.

5.3 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.

6. **Dock Permit (For Plots A1, B1 & B2):** Dock Permit shall be issued on chargeable basis for men, vehicles, tools, tackles, etc. as per procedures and rates, as applicable from time to

time, required in connection with erection / commissioning of the cargo handling system within dock/Budge Budge Petroleum Wharves (BBPW) or in connection with operation and maintenance of the installed system during pendency of the lease. No permit for accessing the land to be leased, beyond the Customs bound area, will be required.

7. **Permission for construction:** No installation/construction within leased land and NSD/BBPW shall be allowed without prior written permission (including terms, conditions & payment) of Estate Manager, KoPT.

8. **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.

9 **Lease:**

- (i) Lease Period: (i) 30 years for plots under Tables "A" to "D" and (ii) 15 years for properties under Table "E", 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/property 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.

10. **Terms of payment of lease rent:**

10.1 **A) For plots under Tables 'A', 'B' and 'C' on upfront**

- (i) The successful bidder shall make full payment towards upfront including taxes and duties [Service Tax and occupier's share of Municipal Tax (Budge Budge/KMC) on land only, if applicable, and any other tax(es), if in vogue at the material time], security deposit (SD) as well as yearly token rent @ 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 @ Re.1/- per sq. mtr. with escalation @2% 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).

B) For plots under Table 'D' and properties under Table 'E' on Annual rent basis:

- (i) The successful tenderer shall make full payment towards 1st year's advance annual rent including taxes and duties [Service Tax and occupier's share of Municipal Tax (KMC/Howrah) 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% 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).
- (iii) Rent Revision : The successful bidder shall be required to pay annual rent, as accepted/offered by him in the tender-cum-auction, for land/structure, which will bear an escalation @ 2% per annum every year, with an additional provision to review and re-fix the rent after every 5 years from the date of handing over of the land/structure to him, based on the prevailing Schedule of Rent (SoR) then in vogue, if the annual rent as per such updated SoR is found to be higher than the escalated rent payable at that point of time.

10.2 At the time of handing over possession of land/property, actual measurement will be taken and the lessee will be duty bound to pay upfront/1st year's annual rent on the basis of the actual measurement.

10.3 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 either to 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 to cancel the offer by forfeiting the Earnest Money. The selected tenderer will be required to deposit requisite amount of interest for the desired period of extension, along with his application for extension of time.

10.4 The cost of existing boundary wall and existing structure, if any, shall also have to be paid by the successful tenderer within 30 days from the date of the communication in this regard, through A/c Payee Cheque/Pay Order drawn in favour of 'Kolkata Port Trust'.

10.5 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).

Delay in making such payment as well as lease rent for plots/properties shall attract interest thereon as per rate of interest in vogue (presently the rate of interest is 14.25% per annum as per prevailing Schedule of Rates).

10.6 Following payment shall also be made in advance (applicable for plots under Tables 'A' & 'B') as per prevailing Scale of Rates:-

- before arrival of vessel towards vessel-related charges/dues and/or
- before commencement of cargo operation for cargo-related charges,

10.7 The currency of payment shall be INR.

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

- Basic cargo-related charges - [Wharfage + 5% Special Rate] + 12.36% as service tax thereon for plots under tables 'A' & 'B'
- Upfront for land – Land Rent Upfront offered + 12.36% on upfront offered as service tax + 20.25% of upfront offered as occupier's share of Municipal Tax for the land under KMC or 20.125% of upfront offered as occupier's share of Municipal Tax for the land under Howrah Municipal Corporation area. Apart from that, Municipal Tax on structure

in full (as would be assessed by Municipal authority) has to be paid by the lessee

- alongwith token yearly rent, to KoPT, for onward transmission to Municipal Authority (KMC/ Howrah Municipal Corporation).
 - directly to Budge Budge Municipality.
- Annual Rent – Annual rent offered + 12.36% on Annual rent offered as service tax + 20.25% of upfront offered as occupier's share of Municipal Tax for the land under KMC or 20.125% of upfront offered as occupier's share of Municipal Tax for the land under Howrah Municipal Corporation area. For Budge Budge, lessee pays municipal tax directly to Budge Budge Municipality.

10.9 Possession of land/structure will be handed over to the successful tenderer only after receipt of payment required to be made, as stated above, and execution of the Agreement, if applicable.

10.10 The successful tenderer shall pay the cost of existing railway lines, structures etc. 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'.

11. **Security Deposit:** The successful tenderer shall deposit a sum equivalent to 2 years' rent for plots of land under tables 'A', 'B', 'C' and 'D' and 1 year rent for properties under Table 'E' [(annual rent as deduced from the highest acceptable upfront offered by the successful tenderer for plots under tables A, B & C in the tender or auction x 2) or (offered annual rent as quoted for plots under Table D in the tender or auction x 2) or (offered annual rent as quoted for properties under Table E in the tender or auction x 1) plus taxes] as Security Deposit through A/c Payee Cheque/pay order drawn in favour of 'Kolkata Port Trust' before taking over possession of land.

The amount of deduced annual rent would be [{the upfront premium quoted by the lessee in the tender/auction divided by 15.1677 (the multiplying factor for arriving at the NPV at the discounting *G.Sec* rate of 7.72 per year)} X 2 years].

The successful tenderer may convert the EMD into SD and pay the balance SD.

12. **Movement of cargo (For Plots A1, B1 & B2):** Unless otherwise indicated by the tenderer, the movement of cargo is expected to be as under:-

- For plot 'A1'— with the help of trucks/dumpers. Trucks/dumpers may move through 9 NSD gate via the public thoroughfare or directly through a dedicated **new** gate to be erected across the common boundary wall between NSD and the proposed leased land. In the event of choosing the second option, the lessee would have to reimburse the one-time cost of erection of a new gate, as would be intimated by KoPT, and the recurring establishment cost of CISF on account of manning this new gate every month during the

entire lease period. It may be relevant to mention here that there are underground power lines laid by CESC and water supply pipe line laid by the KMC.

- For plot 'B1' & 'B2' – If cargo is handled at BBPW, cargo may be transferred from jetty to the proposed demised land by pipeline and vice versa. If the cargo is handled at NSD/KPD, through trucks/dumpers.

13. **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 3rd party valuer) of the same to KoPT. Such valuation shall be binding on all the concerned parties.

14. **Purpose:** Lessee shall follow the purpose of lease strictly. *For plot Nos. A1, B1 and B2* - only under compelling circumstances like introduction of new/amended/modified Government policy/Act and/or imposition of embargo by Govt. or Court of Law whereby import/export of certain cargo envisaged in the purpose of lease has been prohibited/banned/disallowed, lessee may request for change of purpose (i.e. only the cargo mix may be changed) of lease and KoPT, at its sole discretion, may, depending on the merit of the case, allow the same as per terms & conditions to be stipulated by KoPT.

15. **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 lessee.

16. **Termination of lease:** KoPT reserves the right to terminate the lease and cancel the Agreement (if there is any agreement), if there is any breach of terms and conditions of lease and the Agreement, by giving 3 months' notice.

In case of plot Nos. A1, B1 and B2, if in any block of five (5) consecutive years during the entire lease period (after the gestation period of two years), the actual handling falls below the committed MGT in each year, KoPT reserves the right to terminate the lease and cancel the Agreement by giving 3 months' notice. In other words, if the lessee handles less than committed MGT every year for any block of 5 consecutive years, then only, KoPT will have the right to terminate the lease.

17. **MINIMUM GUARANTEED TRAFFIC (MGT) (applicable for plot Nos. A1, B1 and B2 only):**

17.1 The successful bidder shall ensure achieving year-wise Minimum Guaranteed Traffic committed for each type of cargo as offered in the Price Schedule (maximum three

types), throughout the period of lease after expiry of gestation period.

- 17.2 If the actual traffic handled in a year falls below the committed Minimum Guaranteed Traffic for any type of cargo, as offered in the Price Schedule, the lessee shall pay the amount equivalent to foreign rate of wharfage for that particular cargo as applicable, plus all taxes and duties, as prevailing on 31st March of that year, for the shortfall quantity.
- 17.3 The lessee shall execute an irrevocable Bank Guarantee every year during the pendency of the lease in favour of Kolkata Port Trust, covering the value of applicable charges to the extent of the MGT. In case the lessee fails to handle the committed Minimum Guaranteed Traffic for any type of cargo, as offered in the Price Schedule, the lessee shall pay the applicable charges for the shortfall in quantity within 15 days from the date of the communication, failing which the Bank Guarantee shall be encashed to that extent. In that case, it shall be the duty of the lessee to submit another Bank Guarantee of the required amount immediately and not later than 15 days from the date of communication of KoPT in this regard.

17.4 Example:

Suppose, the successful bidder has committed the following MGT per year for plot No.A1:-

Type of dry bulk cargo	Committed MGT per year (in MT)	Wharfage as per extant SOR (in Rs. per MT)	Gross wharfage (including 5% Special rate and Service Tax, Education Cess and Higher Education Cess) (in Rs. per MT)	Total payable wharfage (including taxes)
Limestone	1,00,000	46.66	55.05	55,05,000/-
Rock Phosphate	2,00,000	81.65	96.33	1,92,66,000/-
Coking Coal	1,50,000	46.66	55.05	82,57,500/-
Total	4,50,000	—	—	3,30,28,500/-

- (i) The lessee would submit Bank Guarantee for Rs. 3,30,28,500/-
- (ii) In one year, the lessee handles 4.5 lac MT cargo (with 1 lac MT Limestone, 2 lac MT Rock Phosphate & 1.5 lac MT Coking Coal). Thus, the committed MGT is fulfilled for each type of cargo and hence, the commitment is fulfilled.
- (iii) In another year, if the lessee handles 6 lac MT cargo against committed 4.5 lac MT. However, the break up of this 6 lac MT is 3.5 lac MT Limestone, 1.5 lac MT Rock Phosphate & 1 lac MT Coking Coal. Thus, despite achieving (6.0 – 4.5) 1.5 lac MT in excess of the committed MGT, shortfall is recorded against Rock Phosphate to the extent of (2.0 – 1.5) 0.5 lac MT and Coking Coal to the extent of (1.5 – 1.0) 0.5 lac MT. As a result, the lessee shall have to pay the amount equivalent to shortfall as calculated below:-

[(for Rock Phosphate 50,000 MT X Rs. 96.33 per MT) + (for Coking Coal 50,000 MT X Rs. 55.05 per MT)] = Rs. 48,16,500/- + Rs. 27,52,500/- = Rs.75,69,000/-

The lessee will pay Rs.75,69,000/- to KoPT towards shortfall of committed MGT.

17.5 The relevant wharfage charges as per Scale of Rates, applicable for **plots under Table 'A' & 'B'**, may be seen from KoPT's website (www.kolkataporttrust.gov.in).

It is relevant to mention here that no distinction shall be made between coastal and foreign cargo while calculating MGT. But, the payment for handling shall be made on the actual quantum for the specific type (coastal / foreign) of cargo, as per Scale of Rates. However, for the sake of determining the monetary equivalent of MGT for the purpose of evaluation and shortfall from committed MGT for realization of equivalent sum, if any, relevant foreign wharfage rate only (with special rate and service tax) shall be considered.

17.6 Notwithstanding anything mentioned above, all the rates & charges as mentioned above, are as in vogue now, as per KoPT's Scale of Rates. This is, however, subject to revision from time to time. Charges at any point of time during the entire lease period shall, accordingly, take into account the then relevant KoPT's Scale of Rates.

18. **Essential services:** The bidder should bear the cost of infrastructure required for the power connectivity/ water supply to their premises.

19. **Cargo for the purpose of MGT:**

19.1 **For plots under Table 'A' :** The tenderer may specify any particular type of dry bulk cargo or a combination of maximum three types of dry bulk cargo, as applicable for the specific plot, in their offer to achieve MGT to be quoted with break-up for each type(s) of cargo. Cargo handled at the berth-face destined to/originated from the facilities on the leased land only will qualify for the purpose of MGT, irrespective of the name of importer/exporter, provided, however, that the cargo is covered by the types of cargo envisaged in the offered MGT.

19.2 **For plots under Table 'B1':** The tenderer may specify any particular type of cargo or a combination of maximum three types of cargo, as applicable for the specific plot, in their offer to achieve MGT to be quoted with break-up for each type(s) of cargo. Cargo handled at the berth-face destined to/originated from the facilities on the leased land only will qualify for the purpose of MGT, irrespective of the name of importer/exporter, provided, however, that the cargo is covered by the types of cargo envisaged in the offered MGT.

19.3 **For plots under Table 'B2':** The tenderer may specify any particular type of liquid bulk cargo or a combination of maximum three types of liquid bulk cargo, as applicable for the specific plot, in their offer to achieve MGT to be quoted with break-up for each type(s) of cargo. Cargo handled at the berth-face destined to/originated from the facilities on the leased land only will qualify for the purpose of MGT, irrespective of the name of importer/exporter, provided, however, that the cargo is covered by the types of cargo envisaged in the offered MGT.

20. **Milestone Chart for plots under Table ‘A’ & ‘B’:** The tenderer shall give a milestone chart for various activities during the gestation period of maximum 2 years and shall commence commercial operations within a period of 2 years from the date of taking over possession of the land. The tenderer should submit schematic proposal regarding cargo handling. Both (milestone chart and scheme of plan) documents should be submitted along with Cover I of tender.

21. **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.

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

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EVALUATION CRITERIA

1. Price offers of only the techno-commercially qualified tenderers will be opened.
2. If there is more than one techno-commercially qualified tenderer, there will be oral / manual auction on Upfront / Annual Rent, as the case may be, for the respective plot. In case, there is only one techno-commercially qualified bidder for any plot, there will not be any requirement for manual/oral auction.
3. There will not be any oral / manual auction on MGT, even if MGT is applicable for the respective plot.
4. Successful bidders for plots under Tables 'A', 'B', 'C' and 'D' will have to pay valuation of structure and peripheral wall, if any, (and cost of valuation, if any) as shown in column (7) of Table 'A' and column (6) of Tables 'B', 'C' & 'D' of "Notice Inviting Tender", plus applicable taxes, to KoPT, within 30 days from the date of intimation towards this, in addition to upfront/annual rent, SD etc. However, there will be no bidding on the given valuation. In the aforesaid columns where it is indicated "To be valued by empanelled valuer of KoPT", it will be KoPT's endeavour to make available the valuation at the earliest.
5. For Plot under Table 'A':
 - a) Only those bidders, whose techno-commercial offers are in order, would be considered as techno-commercially qualified, provided, the Upfront and MGT offered in the Price Schedule are more than the reserve **Upfront** and reserve **MGT** given in Table 'A'.
 - b) Price bids of those techno-commercially qualified bidders would be opened.
 - c) The highest aggregate of
 - (i) the Upfront to be quoted in the **Price Schedule** of the tender and
 - (ii) the NPV amount of the whafage corresponding to the MGT to be quoted for the entire lease period less the gestation period, in the **Price Schedule** of the tender,shall be considered as the 'Aggregate H1 tenderer'.
 - d) The Upfront quoted by the '**Aggregate H1 tenderer**' shall be the floor price for manual/oral auction.
 - e) After manual/oral auction, the successful bidder will be the firm/person whose aggregate of the following will be the highest:-
 - (i) the Upfront quoted in the **manual/oral auction** and

- (ii) the NPV amount of the whafage corresponding to the MGT already quoted for the entire lease period less the gestation period, in the **Price Schedule** of the tender.
- f) In case there is only one techno-commercially qualified tenderer, KoPT will accept Upfront and MGT, quoted in the **Price Schedule** of the tender.

6. For Plot under Table 'B':

- a) Only those bidders, whose techno-commercial offers are in order, would be considered as techno-commercially qualified, provided, the Upfront offered in the Price Schedule is more than the reserve Upfront given in Table 'B'. Bidders will have to quote any amount above 'zero' towards MGT, as there is no reserve MGT.
- b) Price bids of those techno-commercially qualified bidders would be opened.
- c) The highest aggregate of
 - (i) the Upfront to be quoted in the **Price Schedule** of the tender and
 - (ii) the NPV amount of the whafage corresponding to the MGT to be quoted for the entire lease period less the gestation period, in the **Price Schedule** of the tender,
 shall be considered as the 'Aggregate H1 tenderer'.
- d) The Upfront quoted by the '**Aggregate** H1 tenderer' shall be the floor price for manual/oral auction.
- e) After manual/oral auction, the successful bidder will be the firm/person whose aggregate of the following will be the highest:-
 - (i) the Upfront quoted in the **manual/oral auction** and
 - (ii) the NPV amount of the whafage corresponding to the MGT already quoted for the entire lease period less the gestation period, in the **Price Schedule** of the tender.
- f) In case there is only one techno-commercially qualified tenderer, KoPT will accept Upfront and MGT, quoted in the **Price Schedule** of the tender.

7. For Plots under Table 'C':

- a) Only those bidders, whose techno-commercial offers are in order, would be considered as techno-commercially qualified, provided, the Upfront offered in the Price Schedule is more than the respective reserve Upfront given in Table 'C'.

- b) Price bids of those techno-commercially qualified bidders would be opened.
 - c) The firm/person quoting the highest Upfront in the **Price Schedule** of the tender shall be considered as the 'H1 tenderer'
 - d) The Upfront quoted by the 'H1 tenderer' shall be the floor price for manual/oral auction.
 - e) After manual/oral auction, the successful bidder will be the firm/person who will quote the highest Upfront.
 - f) In case there is only one techno-commercially qualified tenderer, KoPT will accept Upfront quoted in the **Price Schedule** of the tender.
8. For Plot under Table 'D' & property under Table 'E':
- a) Only those bidders, whose techno-commercial offers are in order, would be considered as techno-commercially qualified, provided, the **Annual Rent** offered in the Price Schedule is more than the respective reserve Annual Rent given in Tables 'D' & 'E'.
 - b) Price bids of those techno-commercially qualified bidders would be opened.
 - c) The firm/person quoting the highest Annual Rent in the **Price Schedule** of the tender shall be considered as the 'H1 tenderer'
 - d) The Annual Rent quoted by the 'H1 tenderer' shall be the floor price for manual/oral auction.
 - e) After manual/oral auction, the successful bidder will be the firm/person who will quote the highest Annual Rent.
 - f) In case there is only one techno-commercially qualified tenderer, KoPT will accept Annual Rent quoted in the **Price Schedule** of the tender.
9. For plots under Tables 'C' and 'D' : If the purpose indicated by tenderer in the tender paper is weigh bridge and/or petrol pump, or any other purpose which attracts 3.5 times rate of SoR, then the reserve upfront/ annual rent would be 3.5 times of the reserve upfront/ annual rent calculated at the base reserve rate.

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FORMAT FOR PRICE SCHEDULE & MGT

For Plot under Table A

(Price schedule Table – A, page-1)

Plot No.	Plot Location (Area in sq.m)	Reserve upfront (excluding occupier's share of Municipal Tax on land, Service Tax) (in Rs.)
A1	Area near 14 NSD, named Alifnagar Dump including area earlier allotted to BSNL (28767) [the area is now partially inside Custom bound area & proposed to be brought outside]	16,27,15,244/-

1) **Upfront**

Plot No.	A1	
One time upfront offered (in Rupees) excluding service tax and Municipal Tax on land (to be quoted above the reserve upfront as mentioned in Table 'A')	Amount to be quoted in figure (excluding tax) (in Rs.)	Amount to be quoted in word (excluding tax) (in Rs.):

2) **Minimum Guaranteed Traffic (MGT) above 5 lakh tonnes per year from 3rd year onwards till the end of the lease period.**

Name of dry bulk cargo offered for the purpose of MGT 1	Cargo –wise MGT to be quoted	
	In fig 2	In words 3
a)		
b)		
c)		
Gross MGT [a + b + c]		

Evaluation =

Upfront as quoted in (1) above

+

NPV for 28 years of the amount in Rs. corresponding to wharfage charges (as detailed in this tender document) for each offered cargo against MGT in table (2) above

[Note: Here the multiplying factors for converting to NPV shall be.15.1677 for MGT]

SIGNATURE OF TENDERER
(Signature & office seal of the Tenderer)

Witness

Name :

Signature :

Address :

FORMAT FOR PRICE SCHEDULE & MGT

For Plot under Table A

(Price schedule Table – A, page-2)

Note :

- 1) *'Price Part' shall contain amount only and no conditions whatsoever. Any condition imposed in 'Price Part' shall make the bid liable for outright rejection.*
- 2) *The offer of a tenderer quoting at par or below the Reserve Upfront and /or Reserve MGT as mentioned above, shall not be considered.*
- 3) *The tenderer may specify any particular type of Cargo or a combination of max. three types of Cargo in their offer to achieve MGT in table (2) above.*

FORMAT FOR PRICE SCHEDULE & MGT

For Plot under Table B

(Price schedule Table – B, page-1)

Plot No.	Plot Location (Area in sq.m)	Reserve upfront (excluding occupier's share of Municipal Tax on land, Service Tax) (in Rs.)
B1	Land at Budge Budge near Kali Temple (earlier allotted to IOCL – commonly known as Chitrganj terminal) (Area - 19,283.388)	3,45,49,222/- [Valuation of fencing will have to be paid by the successful bidder, in addition to upfront]
B2	Land at Budge Budge in between S.K. Oil and HPCL. [Area - 20543 (approx)]	4,23,26,917/- (Valuation of fencing and structure will have to be paid by the successful bidder, in addition to upfront)

1) Upfront

Plot No. (Mention specific plot No. , i.e. any one of 'B1' or 'B2')	Plot No.	
One time upfront offered (in Rupees) excluding service tax and Municipal Tax on land (to be quoted above the reserve upfront as mentioned in Table 'B')	Amount to be quoted in figure (excluding tax) (in Rs.)	Amount to be quoted in word (excluding tax) (in Rs.):

2) Minimum Guaranteed Traffic (MGT) per year from 3rd year onwards till the end of the lease period.

[MGT (in tonnes per year) : To be quoted by tenderer]

Name of cargo offered for the purpose of MGT (1)	Cargo –wise MGT to be quoted	
	In fig (2)	In words (3)
a)		
b)		
c)		
Gross MGT [a + b + c]		

Evaluation =
Upfront as quoted in (1) above
+

NPV for 28 years of the amount in Rs. corresponding to wharfage charges (as detailed in this tender document) for each offered cargo against MGT in table (2) above

[Note: Here the multiplying factors for converting to NPV shall be 15.1677 for MGT]

SIGNATURE OF TENDERER
(Signature & office seal of the Tenderer)

Witness

Name :
Signature :
Address :

FORMAT FOR PRICE SCHEDULE & MGT

For Plot under Table B

(Price schedule Table – B, page-2)

Note :

- 1) *'Price Part' shall contain amount only and no conditions whatsoever. Any condition imposed in 'Price Part' shall make the bid liable for outright rejection.*
- 2) *The offer of a tenderer, quoting at par or below the Reserve Upfront and /or Reserve MGT as mentioned above, shall not be considered.*
- 3) *The tenderer may specify any particular type of Cargo or a combination of max. three types of Cargo in their offer to achieve MGT in table (2) above.*

FORMAT FOR PRICE SCHEDULE

For Plots under Table C

(Price schedule Table – C, page-1)

Plot No.	Name of the plot of land	Area to be leased out (approx.)	Reserve Upfront Premium (excluding tax) (in Rs.)
C1	Ground earlier allotted to Pally Mangal Samity at Remount Road	7358 ,High land 1 st belt-4941.19 2 nd belt-2416.81	8,55,31,976/-
C2	Area earlier occupied by NDDDB at Remount Road (near Remount Road Rly. Station.	6784.334	7,88,63,481/-
C3	Land at JJP earlier occupied by Stewarts and Lloyds	16325.6 (1st belt 5636, 2nd belt 10689.6)	13,50,14,897/-
C4	Land at Taratala Road near Brooklyn depot. (beside GRSE)	3389.1	3,10,51,079/-
C5	Land at erstwhile sales yard	38450	20,96,86,580/-
C6	Land at Taratala Road between plots of Garden Reach Shipbuilders and BSF (earlier allotted to Ship Repairers)	1666.70 (1st belt D. Land 870.10 and land 97.5 2nd belt D. Land 699.10) (Asbr str. 97.5sq.m)	1,31,49,116/-
C7	Land adjacent to mosque at Dhobitla adjoining New Road from Paharpur Cooling Tower to Taratala Road	5050 (1st belt 3625, 2nd belt 1425)	2,51,12,411/-
C8	Land at Harimohan Ghose Road (Chalia Rolling Mill)	2011.35	2,49,96,603/-
C9	Vacant Land at Budge Budge Road between plots of Vesuvius India Ltd and Pandit Kanahyalal Punj (earlier allotted to Bisleri)	4357 (1st belt 3975.5 2nd belt 381.5)	2,89,26,827/-
C10	Land at Sasitala Road near the crossing of Sasitala Road and Garden Reach Road	1285	65,18,513/-
C11	Land at Oil Instalation Road earlier allotted to Victor Oil	3935.93 (1st belt D. Land 2948.7 2nd belt D. Land 916.2 1st belt land 71.03)	2,36,57,955/-
C12	Land at Sonapur Road earlier occupied by M/s Star Winding Wires Pvt. Ltd.	699.839	55,74,464/-
C13	Land at Sonapur Road in between the plots of JEM Pvt. Ltd. and R. M. Chatterjee & Brothers	1389.82	1,10,70,406/-
C14	Land at CGR Road on crossing of Dumayne Avenue (earlier Dock Hospital)	4777	4,06,52,899/-
C15	Land at Taratala Road earlier occupied by Kumar Group	2475	1,64,31,925/-
C16	Land at Taratala Road – opposite to Nature Park	420	27,88,446/-
C17	Land at Taratala Road adjacent to earlier occupation of Kumar Group	800	53,11,326/-
C18	Brooklyn Depot – erstwhile shed no 9.	Land space – 1222 Devp. Land – 1220	1,40,94,331/-
C19	Vacant land adjacent to LMJ Logistics at diverted CGR Road	1275	94,34,909/-/-
SIGNATURE OF TENDERER (Signature & office seal of the Tenderer)			

FORMAT FOR PRICE SCHEDULE

For Plots under Table C

(Price schedule Table – C, page-2)

Plot No.	Name of the plot of land	Area to be leased out (approx.)	Reserve Upfront Premium (excluding tax) (in Rs.)
C20	Structure with vacant land at Oil Installation Road – earlier occupied by M/s M.S. Roadways	Land 1916.60, Devel. Land 280	1,18,71,602/-
C21	Vacant Land on Gopal Doctor Road	Land 5796.60 (1 st belt- Dev. Land 563.5 & open land 1129.5 and in 2 nd belt - Dev. Land 654.5 & open land 3449.1)	2,53,71,883/-
C22	Vacant land with structure at Sonai in front of Sonai 'B' and 'C' Block	Land 7600	3,01,70,984/-
C23	Vacant land with structure including cemented pavement) at Oil Installation Road	Land 477.71	28,56,506/-
C24	Land of Remount Rd. opposite to 13 No. Gate of KPD	1481.09	1,49,71,052/-
C25	Land with Structures at Taratala Rd/Phatepur earlier allotted to M/s Burmalime & Chemical Co. Ltd	9698.11	7,40,45,438/-
C26	Land with Structures at Taratala Rd earlier allotted to M/s Scott & Saxby Ltd	4877, (1 st belt 1905 2 nd belt 2972 CIR 786.5 ASBS struc. 332.7 No roof struc. 203.4)	3,72,36,080/-

FORMAT FOR PRICE SCHEDULE & MGT

for Plot under Table C

(Price schedule Table – C, page-2)

Upfront lease rental

Plot No. (Mention specific plot No. , i.e. any one of 'C1' to 'C26')	PLOT NO	
One time upfront offered (in Rupees) excluding service tax and Municipal Tax on land (to be quoted above the reserve upfront as mentioned in Table 'C')	Amount to be quoted in figure (excluding tax) (in Rs.)	Amount to be quoted in word (excluding tax) (in Rs.):

Evaluation = Upfront as quoted above

Witness

Name :

SIGNATURE OF TENDERER
(Signature & office seal of the Tenderer)

Signature :

Note :

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

**FORMAT FOR PRICE SCHEDULE & MGT
For Plot under Table D**

Plot No.	Name of the plot of land	Area to be leased out (approx.)	Reserve Annual Rent (excluding tax) (in Rs.)
D1	Land at Sonapur Road (earlier allotted to SAIL)	66,939.287 sq.m.	3,43,74,591/-
D2	Area opposite to 13 KPD gate at Remount Road	3395 sq.m.	26,01,889/-
D3	Land at Transport Depot Road [between Hindustan Lever, Simplex Concrete Piles (India) Ltd. & Roger Engineering Ltd.]	3745 sq.m.	17,52,319/-
D4	Land at Helen Kellar Sarani (in front of Ara Plots and propertis Ltd.)	9650 sq.m.	45,15,320/-
D5	Land at New Road (near Castrol Ltd.)	2725 sq.m.	13,29,490/-
D6	Land at New Road (near CDLB quarters)	5290 sq.m.	29,68,057/-
D7	Land at Transport Depot Road (in front of Om Credit Corporation)	3190 sq.m.	14,92,629/-
D8	Land at New Road (near HPCL)	9619.699 sq.m.	53,97,318/-
D9	Area earlier occupied by Hind dock at Timber Pond, Howrah	7001.17sq.m. (High land 2850.937 + Low land 4150.233)	8,44,844/-
D10	Area earlier occupied by Hind dock at Timber Pond, Howrah	8248.47 sq.m. (High land 3522.777 + Low land 4725.693)	10,03,115/-

Annual Rent lease rental

Plot No. (Mention specific plot No. , i.e. any one of 'D1' to 'D10')	PLOT NO.	
Annual Rent offered (in Rupees) excluding service tax and Municipal Tax on land (to be quoted above the reserve Annual Rent as mentioned in Table 'D')	Amount to be quoted in figure (excluding tax) (in Rs.)	Amount to be quoted in word (excluding tax) (in Rs.):

Evaluation = Annual Rent as quoted above

Witness

Name :

SIGNATURE OF TENDERER
Signature & office seal of the Tenderer)

Signature :

Note :

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

FORMAT FOR PRICE SCHEDULE
For Plots under Table E

Property No.	Name of the property	Area to be lease out (in sq.mt)	Reserve Annual Rent (excluding tax) (in Rs.)
E1	Vacant area of Lybian warehouse	Warehouse space -40415.103 Land -7920 ; RCC Shed- 319.5;ASBR- 300; Platform – 890	2,65,36,789/-
E2	Vacant area of Sale Tea warehouse	25755 [1 st floor 15300 & Annex area 10455]	1,12,58,326/-
E3	Vacant area of TT shed	6000.83.(1 st floor)	24,90,214/-

Annual Rent lease rental

Property No. (<i>Mention specific property No. , i.e. any one of 'E1' to 'E3'</i>)	PLOT NO	
Annual Rent offered (in Rupees) excluding service tax and Municipal Tax on land (to be quoted above the reserve Annual Rent as mentioned in Table 'D')	Amount to be quoted in figure (excluding tax) (in Rs.)	Amount to be quoted in word (excluding tax) (in Rs.):

Evaluation = Annual Rent as quoted above

Witness

Name :

Signature :

SIGNATURE OF TENDERER
Signature & office seal of the Tenderer)

Note :

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

APPENDIX - I

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

*(Mention specific plot No. , i.e. any one from
Tables 'A' or 'B' or 'C' or 'D' or 'E' of NIT, as applicable)*

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

(Signature of the tenderer with stamp)

APPENDIX - II

FORMAT OF UNDERTAKING TO BE SUBMITTED BY THE TENDERER

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

- I/We am/are a citizen(s) of India;
- I/We have not been removed/ dismissed from service/employment earlier;
- I/We have not been found guilty of misconduct in professional capacity;
- I/We am not an undischarged insolvent;
- I/We have not been convicted of an offence;
- I/We have read and understood the terms and conditions contained in the tender No. KoPT/KDS/LND/..... and all applicable addenda;
- I/We agree to all the terms and conditions contained in the tender No KoPT/KDS/LND/....., and all applicable addenda ;
- 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.

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

Dated:

Signature.....

Name.....

Address.....
.....

SEAL OF THE TENDERER: