

TENDER DOCUMENT

Tender Notice

N. I. T. No. KoPT/KDS/TFC/01-2018

KOLKATA PORT TRUST TRAFFIC DEPARTMENT

40, C.G.R. ROAD,

KOLKATA- 700043

Phone No. 033 24392926

Email ID: tm@kolkataporttrust.gov.in

E-Tender under two-part system (Part I: Techno-Commercial Bid and Part II: Price Bid) for “Allotment of Shed No. 25 inside Kidderpore Dock for the purpose of Refurbishing, Maintenance, Cargo storage and handling operations on license basis for five years, *on ‘as is where is’ basis*, without renewal option, through e-tender-cum-e-auction to willing tenderers is invited.

Tender Document and extension-notice / corrigendum/ addendum/ clarifications/ any other notice, if any, are being hoisted in the websites of Kolkata Port Trust (www.kolkataporttrust.gov.in) and MSTC (www.mstcecommerce.com). 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, 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/15/KOLKATA/18-19/7173
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 if any shall have to be submitted to the Traffic Manager, Kolkata Port Trust (KoPT).
c.	Date of NIT available to parties to download	From 01.06.2018
d.	Time period for submission of query by e-mail and request for Shed inspection	By 06.06.2018
e.	Date of shed visit	07.06.2018
f.	Date of Pre-Bid Meeting	11.06.2018
g.	Likely time of uploading the Addendum, if any	By 15.06.2018

h.	Date of Starting of e-Tender for submission of online Techno-Commercial Bid and Price Bid at www.mstcecommerce.com/auctionhome/KoPT/index.jsp	From 15.06.2018
i.	Last date of remittance of EMD & tender fee	Upto 17-00 hrs. on 29.06.2018 (<i>remittance of EMD & tender fee thereafter and within the closing time of bid submission is entirely at the risk and responsibility of the bidder concerned</i>)
j.	Date of closing of online e-tender for 'submission of Techno-Commercial Bid & Price Bid'	Upto 17-00 hrs. on 29.06.2018
k.	Date of closing of submission of hard copies of the listed papers to the Traffic Manager	Upto 17-00 hrs. on 02.07.2018
l.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	At 12 noon on 03.07.2018
Note: 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.		

Note:

Opening of on-line bid and hard copies of documents are not public events and hence, presence of bidders is not required for such events.

However, opening of sealed envelopes containing tender fee and EMD is a public event. Presence of bidders or their authorized representatives is required during opening of tender fee and EMD envelopes.

Traffic Manager

Traffic Building, Subhash Bhawan

TRAFFIC DEPARTMENT

40, C.G.R. ROAD,

KOLKATA- 700043

Phone No. 033 24392926

Email ID: tm@kolkataporttrust.gov.in

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SHED DETAILS**Allotment of shed for Refurbishing, Maintenance, Cargo storage & handling operations on license basis for five years**

Description / Location of Shed [Sketch Plan No. of shed]	Approx Area of Shed (in Sqm)	Reserve Annual License fee / Minimum Guaranteed Revenue(Annual) in Rs.	EMD in Rs.
Shed No.25 Kidderpore Dock <u>[Sketch Plan No. 9920-D-I]</u>	10,882 Sqm. inclusive First Floor, Ground Floor, Platform & Verandah	1,56,71,764/- (Excluding Taxes)	78,35,882/-

NOTE: The sketch is separately uploaded with this tender document.

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Part – I: Techno-Commercial Bid

Guidelines for registration & submission of Tender and remittance of tender fee & EMD

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.

Prior Registration with MSTC for e-bidding:

1. Before 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) GSTIN of the bidder (mandatory);
 - d) Address of the bidder (mandatory);
 - e) 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];
 - f) 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];
 - g) Status of the bidder (either of individual, proprietor, partnership firm, company, joint venture, LLP/ HUF/ Society/ Others (to specify if others) (mandatory);
 - h) 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];
 - i) 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 the mode as detailed hereunder separately. 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.***

5. Remittance of tender fee and EMD:

a) The Tender Fee (non-refundable) of 1,000/- (Rupees one thousand only) plus GST@18% may be deposited in the form of Demand Draft to be issued by any Scheduled Bank of India drawn in favor of 'Kolkata Port Trust'.

b) Also, the bidder shall have to deposit Earnest Money of requisite amount separately as mentioned at Annexure-I in the manner in which tender fee is to be remitted (as stated in the preceding para).

c) Both the Demand Drafts for Tender fee and Earnest Money shall have to be submitted along with filled in Appendix-I as annexed with this tender document containing details of such deposits in a sealed envelope into the Tender Box / Drop Box kept in the office of Traffic Manager within the closing time and date of submission of on-line bid.

d) The sealed envelope containing the same shall bear the following as provided by MSTC to the bidder during registration, legibly superscribed on its outside surface.

Name of the Bidder
'Tender No.....'
'Bidder ID.....'
'Contains tender fee & EMD'
Shed No.

All participating bidders are required to witness opening of the Tender Box / Drop Box followed by opening of the envelopes containing the said tender fee and EMD as per schedule.

e) Also, all off-line documents as applicable for the bidder concerned and as mentioned in Annexure-VII if any, shall also have to be dropped into the same box within the same time schedule as mentioned in the NIT.

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

Note: Tender Fee and Earnest Money not received within the stipulated time or received in any other manner shall not be considered.

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

1.	<p>Process of E-tender:</p> <p>A) Registration:</p> <p>(i) The process involves registration of bidders with MSTC e-tender portal which is free of cost. For this purpose, any willing bidder is required to apply online through the MSTC website www.mstcecommerce.com/auctionhome/kopt/index.jsp as per details given in this tender document.</p> <p>(ii) Only after registration, the bidder(s) can submit his/their bids electronically. Electronic bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The bidder should possess at least Class II signing type digital certificate (Bids will not be recorded without Digital Signature).</p> <p>(iii) Any willing bidder not yet in possession of at least Class II signing type digital certificate, would be required to obtain the same at their own cost and arrangement prior to participation in the instant tender.</p> <p>(iv) Bidders are to make their own arrangement for bidding from a P.C. connected with Internet. Neither KoPT nor MSTC shall be responsible for making such arrangement.</p> <p>SPECIAL NOTE: BOTH PRICE BID AND TECHNO-COMMERCIAL BID ARE TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/auctionhome/kopt/index.jsp</p> <p>1) Bidders are required to register themselves online with www.mstcecommerce.com→ Port</p>
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<p>Lease Property→ KOPT →Registration →Register as Bidders’ Filling in details and creating own user-id and password→ Submit.</p> <p>2) Bidders will receive a system generated mail confirming their registration in their e-mail ID which will be provided during filling in the registration form. Bidders are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem. In case of any clarification, bidders are advised to contact KoPT/MSTC (before the scheduled time of the e-tender). Contact person (KoPT):</p>	
<p>1. Capt. Himanshu Shekhar Traffic Manager Traffic Building, Subhash Bhawan TRAFFIC DEPARTMENT 40, C.G.R. ROAD, KOLKATA- 700043 Contact No.- 033 24392926 Email ID: tm@kolkataporttrust.gov.in</p>	<p>2. <u>Shri Prashanta Kumar</u> Sr. Dy. Traffic Manager Traffic Building, Subhash Bhawan TRAFFIC DEPARTMENT 40, C.G.R. ROAD, KOLKATA- 700043 Contact No.- 03324093038 Email ID: pkumar@kolkataporttrust.gov.in</p>
<p>Contact person (MSTC):</p>	
<p>1. Shri Sabyasachi Mukherjee E-mail- smukherjee@mstcindia.co.in</p>	<p>2. Ms. Sumana Maity E-mail- smaity@mstcindia.co.in</p>
<p>Helpdesk Number: (033) 2290 1004</p>	
<p>B) System Requirement:</p> <p>i) Windows 7 & above Operating System ii) IE-7 and above Internet browser. iii) Signing type digital signature iv) JRE software to be downloaded and installed in the system. To enable ALL active X controls and disable ‘use pop up blocker’ under Tools →Internet Options→ custom level.</p> <p>The system requirements are as follows:</p> <ul style="list-style-type: none"> Operating System- Windows 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 171 – File name Windows X-86 Offline) <p>To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p> <ul style="list-style-type: none"> Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”. Other Settings: Tools => Internet Options => General => Click On Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”. <p><u>For details, refer to the “Bidder Guide” and a video guide available under “View Video” Link.</u></p>	

2.	<p>Format of Bid:</p> <p>(A) Part I: Techno-Commercial Bid will be opened electronically on specified date and time as given in the Tender Notice. Bidder(s) cannot witness electronic opening of bid since the same is not a public event.</p> <p>(B) Part II: Price Bid: Date & time of e-auction will be intimated separately to the Techno-Commercially qualified bidder. 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 shed. In case a bidder does not participate in the e-auction, his only bid will be that given in the Price Schedule format.</p> <p>All entries in the tender (both Techno-commercial Bid and Price Bid) should be entered online without any ambiguity.</p> <p>The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>Note :</p> <p>(i) Any necessary notice/ addendum/ extension notice/ corrigendum to the tender would also be hoisted in the portal of M.S.T.C under the “Notification” Link.</p> <p>(ii) E-tender cannot be accessed after the due date and time mentioned in this Tender Notice, unless extended further with due notice in the website.</p> <p>(iii) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
3.	<p>Remittance of Tender Fee & EMD:</p> <p>Bidder(s) are advised to remit payment towards tender fee and EMD in the manner stated above and verify completion of transaction in respect of remittance of the same. In case of failure to do so for any reason, the bidder will not be eligible to submit bid and KoPT will not be responsible on this account.</p> <p>While Tender fee is non-refundable for all the bidders, EMD will be refunded by KoPT to the unsuccessful bidder(s), without interest, against respective PAN. Bank details i.e. name of bank and & address, Current a/c No, IFS Code, cancelled cheque are to be furnished by the bidder for refund. [Such refund is, however, subject to any clause attracting forfeiture of EMD].</p> <p>Details of remittance of payment of EMD and Tender Fee are given above separately.</p>
4.	<p>Submission of on-line bid:</p>
4.1	<p>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.</p> <p>For Stage II** forward Auctions Click on Forward Auction → Live Auctions → Selection of the live event → Placing of Bids</p> <p>** Only after the evaluation of Stage I bidding the forward auction shall take place among technically qualified bidders</p>
4.2	<p>The bidder should allow to run Java Encryption 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.</p>
4.3	<p>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 be 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.</p>

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 VI 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: Date & time of e-auction will be intimated separately to the Techno-Commercially qualified bidder. 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 shed. In case a bidder does not participate in the e-auction, his only bid will be that given in the Price Schedule format.
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 up to 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 along with 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.

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Part – I: Techno-Commercial Bid

GENERAL INFORMATION & INSTRUCTIONS TO THE BIDDERS

1. Sketch Plan showing the Shed area is attached as Appendix-X with this tender document.
2. The Shed as per table under Annexure-I will be allotted in a single parcel and will not be subdivided into parts to accommodate more than one licensee.
3. The Shed will be allotted on 'as is where is' basis.
4. **Eligibility Criteria of the Bidder:**

- (i) The entity remitting the tender fee & EMD and submitting the bid, must be the same entity.
- (ii) Should have experience in the last seven years in as Stevedoring/importer/ exporter/ storage & handling/ Warehousing & storage of handling of **Minimum Expected Cargo Throughput (MECT)** equal to 64,906 tonnes) in any one of the last 3 F.Y. Relevant certificate of having such experience should be provided in techno-commercial bid. For Importer/ Exporter, Certificate/ IE Code issued by Director General foreign Trade (DGFT) is mandatory.
- (iii) Net-worth of the bidder should be more than Reserve Annual License Fee / Minimum Guaranteed Revenue (Annual) (as per Annexure - I) (Excluding taxes).

Scanned copy of Certification by the 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 Reserve Annual License Fee / Minimum Guaranteed Revenue (Annual) (as per Annexure - I) (Excluding taxes)). If Net Worth is lesser than this value, the techno-commercial offer will be disqualified. The formula for calculation of Net Worth will be as follows:-

[{Proprietor's capital (for Proprietorship Firms)/Partner's capital (for Partnership Firm)/Paid-up Capital (for Companies) plus free reserve} – intangible assets]

(Note: Where the applicant is a JV/Consortium the net worth would be taken as the arithmetic sum of the respective net worth of the individual members. In case, a Company intends to utilize the financial parameter of its parent company, in that event an undertaking to this effect shall have to be furnished by such parent company to accept the financial liability of the bidder concerned.)

KoPT reserve the right to get the Net Worth certificate verified from the balance sheet of the last financial year as submitted by the bidder. In case of discrepancy, the findings of KoPT will be final for evaluation purpose and will be binding on the bidder. KoPT decision in respect of Net Worth will be final.

- (iv) The bidder shall submit an authorization, authorizing the signatory of the bidder to commit the tender.
- (v) Self certified copy of non-Blacklisting as per format provided in Appendix-IV.
- (vi) All the tender conditions are to be fulfilled.

Note: In case of any estate port dues (for all plates of the prospective tenderer in KDS and HDC) as on the day of NIT as per format given in Appendix – V, the prospective tenderer may be allowed to participate in tender, only if he agrees to pay the dues before the price bid opening, failing which he will be declared disqualified for the tender & EMD will be forfeited.

5. Inspection of site:

An inspection of the site will be arranged on 07.06.2018 before the Pre-Bid Meeting. Interested tenderers may participate in the shed inspection if they so desire.

The tenderer shall be deemed to have inspected the shed and the facilities available there, before quoting rate. No cost incurred by the tenderers in preparing their tender or attending inspection of the shed will be reimbursed by the Port.

6. Pre-Bid Meeting:

A pre-bid meeting will be held at the office of the Traffic Manager TRAFFIC DEPARTMENT, 40, C.G.R. ROAD, KOLKATA- 700043 on 11.06.2018. Attending the Pre-Bid Meeting is not mandatory.

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

7. Query pertaining to bid:

(i) Bidders may send advance queries to the e-mail (tm@kolkataporttrust.gov.in) 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 addendum, if issued, shall ipso facto become part and parcel of the tender document and shall be hoisted in the websites.

(iii) Besides, any other addendum, if issued, shall also be hoisted in the websites and the same shall likewise become part and parcel of the tender document.

(iv) Hence, prospective bidders are advised to visit the website (i.e. www.mstcecommerce.com/auctionhome/kopt/index.jsp & www.kolkataporttrust.gov.in) accordingly upto the date (or revised date, if any) of submission of tender.

Clarification regarding technicality of downloading and submission of Bid for e-tendering, queries etc. may be send to e-mail of MSTC (<http://www.mstcecommerce.com/auctionhome/kopt/index.jsp>).

Queries pertaining to the matters other than technicality of downloading and submission of Bid for e-tendering etc. may be forwarded before 05:00 PM on 06.06.2018 to the following email IDs:

- tm@kolkataporttrust.gov.in
- pkumar@kolkataporttrust.gov.in

8. Tender participation Fee:-

Tender Document has been hosted in the web sites of Kolkata Port Trust, (www.kolkataporttrust.gov.in) and MSTC (<http://www.mstcecommerce.com/auctionhome/kopt/index.jsp>). Interested tenderers may download the tender document from the said websites. For participation in the tender, MSTC website may only be used. The intending tenderers should submit the tender fee amounting to Rs. 1,000/- (Rupees One thousand only) plus GST@18% (non-refundable) along with their offer otherwise their offer will be summarily rejected. The procedure for submission of tender fee may be followed as detailed in Annexure-II.

9. Earnest Money:

- a) The Earnest Money is mentioned in Annexure-I. The tenderers intending to bid shall be required to submit the said amount of Earnest Money along with their offer otherwise their

offer will be summarily rejected. The procedure for submission of Earnest Money may be followed as detailed in Annexure-II.

- b) The amount of Earnest Money will be refunded to the unsuccessful tenderers without interest, unless bidder does not commit any mistake detailed hereunder as liable for forfeiture of earnest money. In the case of successful tenderers, this amount will be adjusted against the Security Deposit payable after request from successful tenderer for such adjustment.

Note: Mere submission of offer will not mean that the offer will be automatically considered qualified and bid will be entertained.

10. Forfeiture of Earnest Money:

i) The Earnest Money shall be forfeited if the tenderer withdraws its offer during the interval between the last date and time of submission of the offer i.e. 05:00 PM on 29.06.2018 including any extension thereof and expiration of the validity period of the offer including extension thereof. In this connection, clause no. 13 & 14 may also be seen.

ii) In case, if it is found that Tender fee and EMD of requisite amount have not been remitted by the bidder for the Shed for which offer has been submitted by the said bidder, the offer submitted by that particular bidder for the Shed shall be cancelled and EMD amount deposited by that bidder along with the offer shall be forfeited.

iii) 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.

iv) In case there are unpaid estate port dues, the prospective tenderer may be allowed to participate in tender, only if he agrees to pay the dues before the price bid opening, failing which he will be declared disqualified for the tender and EMD will be forfeited.

Along with the above conditions, Earnest Money shall be forfeited in case of

- v) Non-acceptance of offer letter in any manner, as detailed in clause No. 23 hereunder
- vi) Non-implementation of the usage of the allotted Shed as per tender terms.
- vii) Subsequently deviating from the terms of the tender
- viii) Furnishing of any of the following in the tender - incorrect/ incomplete information / tampered document to deliberately mislead KoPT.

11. Terms of payment of license fee:-

(i) The successful bidder shall make full payment towards 1st year's annual License fee in advance (which would be his quoted rate accepted by KoPT plus taxes) and duties in the form of DD [GST and Municipal Tax as applicable and the manner in which it is payable and any other tax(es), if in vogue at the material time] as well as security deposit through separate demand draft issued by any Scheduled Bank of India drawn in favor of 'Kolkata Port Trust' within 30 days of offer letter issued by KoPT. In addition, the Licensee has to deposit four separate Bank Guarantees for subsequent 2nd year, 3rd year, 4th year and 5th year license fee as per applicable rate with due consideration of escalation clause*** (as detailed below) plus taxes within 30 days of offer letter issued by KoPT. Bank Guarantee for the license fee for 2nd year onwards as deposited by licensee will be released / returned if the licensee pays the license fee plus taxes as mentioned hereunder and above through separate payment method and after adjustment of penalty charges if any imposed by KoPT for that year. Also, Licensee has to deposit one separate Bank Guarantee of revenue at projected MECT (wharfage) of 1st year of operation of license tenure [MECT and Wharfage detailed in

Annexure-V] plus applicable GST within 30 days of offer letter issued by KoPT. Format of the Bank Guarantee shall be provided by KoPT to successful bidder. Requirement with respect to MECT projection will be reckoned after 6 months* from the date of possession of the shed.

***Note: If licensee completes the refurbishing work in a shorter time than maximum time allotted for refurbishing the shed (i.e. 6 months) to the satisfaction of KoPT & Refurbishing Certificate is issued by KoPT, then MECT for the first year of operation will change accordingly and it has to be achieved by the licensee within first year of operation starting from date of issuance of Refurbishing Certificate.**

(ii) Payment of Wharfage for shortfall in MECT: Licensee would have to ensure MECT each year (as defined in Annexure-V). Licensee has to deposit Bank Guarantees of revenue at projected MECT (wharfage) for 2nd year, 3rd year, 4th year & 5th year of license tenure [MECT and Wharfage detailed in Annexure-V] plus applicable GST (Schedule of deposition of Bank Guarantee of revenue at projected MECT (wharfage) for 1st year of operation is detailed in previous para). Bank Guarantees for MECT for 2nd year onwards shall be submitted at the beginning of that year with a validity of that particular year of operation plus claim period. Format of the Bank Guarantee shall be provided by KoPT to successful bidder. BG for MECT for each year of operation will be released / returned after submission of BG of Wharfage Revenue for the next year of operation within 15 days of beginning of next year of operation if projected MECT for that year is maintained by the licensee or compensation for the shortfall in MECT for that year of operation is made through payment to KoPT. (MECT and wharfage amount detailed in Annexure-V). Any delay in the payment of wharfage Revenue equivalent to shortfall in MECT within said time will attract interest as detailed hereunder (maximum period allowed for payment with interest may be 90 days from beginning of each year of operation).

(iii) License Fee Revision: There shall be an escalation @ 2.5% per annum on the amount of the preceding year. The first such escalation shall be imposed to calculate the annual license fee for the second year of license @ 2.5% on the annual license fee offered by the successful bidder in the e-tender-cum e-auction and accepted by KoPT. Accordingly, license Fee for subsequent 4 years will be as follows:

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

*****Note: The rate of licence fee will be enhanced every year by 2.5% of the licence fee payable in the preceding year or the schedule licence fee then in force whichever is higher. During the tenure of the licence, if the scheduled rate of licence fee becomes higher than the licence fee being paid by the licensee, the scheduled rate of licence fee will be applicable straightaway from the date the scheduled licence fee becomes applicable. Thereafter the licence fee will be escalated as per the provisions of the SoR prevailing at the relevant point of time.**

In such case licensee has to deposit BG of difference amount for subsequent year's revised license fee.

(iv) License fee (after being escalated @2.5 % per annum) plus applicable taxes [GST and Municipal Tax as applicable and the manner in which it is payable and any other tax(es), if in vogue at the material time], shall be paid in advance by the licensee at the beginning of each year from 2nd year of license onwards. Bank Guarantee for the license fee for 2nd year onwards as deposited by licensee will be released / returned if the licensee pays the license fee plus taxes as mentioned hereunder and above through separate payment method and after adjustment of penalty charges if any imposed by KoPT for that year. If the License fee bills are not received by the licensee within the 10th day of the month in which the License fee bill is supposed to be raised every year, duplicate bill(s) will have to be compulsorily collected by the licensee at their arrangement from the Bills Recoverable (BR) Section, Finance Department of Kolkata Port Trust at 15, Strand Road, Kolkata – 700 001 for the purpose of

payment within the due date which shall usually be 15th day of the same month of that year of operation (in case the 15th day is a holiday of the Trustees, the next working day shall be the maximum allowable period for such payment without interest).

(v) If the offer letter is not accepted and requisite license fee including taxes for the 1st year and / or Bank Guarantees against subsequent years' license fee plus taxes and Bank Guarantee of wharfage for 1st year of operation plus taxes at projected MECT as mentioned above and / or Security Deposit is/are not made within 30 days of offer letter issued by KoPT, KoPT will have the right to

- **either** charge interest @14.25% p.a plus GST 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 successful bidder will be required to deposit requisite amount of interest for the desired period of extension, as per his application for extension of time, if accepted by KoPT.

(vi) Interest:

Delay in making payment of License Fee, Municipal tax, etc. (except what has been stated at para (v) above) shall attract interest thereon as per rate of interest in vogue (presently the rate of interest is 14.25% per annum plus GST as per prevailing Schedule of Rates). Due date shall be 15th day of the first month of the year for which licensee has to pay Annual license fee plus applicable taxes in advance for payment of license fee for 2nd year onwards.

(vii) The currency of payment shall be INR.

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

Items	G.S.T with all applicable components of cess
Annual rent at Kolkata	18 % on quoted annual rent or as may be reviewed by Govt. of India

Note: Municipal Tax shall be extra as applicable.

Note: GST No of KoPT is 19AAAJK0361L1Z3.

PAN No of KoPT is AAJK0361L.

(ix) Possession of Shed will be handed over to the successful bidder only after deposition of the demand drafts for the 1st year license fee plus taxes, Security Deposit, four separate Bank Guarantees for license fee plus taxes for 2nd year, 3rd year, 4th year & 5th year and one separate Bank Guarantee of wharfage at projected MECT (wharfage) of 1st year of operation [MECT and Wharfage detailed in Annexure-V] plus applicable GST.

12. Security Deposit (SD):

(i) The tenderer would pay SD equivalent to 6 months quoted License fees plus applicable taxes within 30 days of offer letter, for a period of six months beyond the last day of the expiry of license for due observance & fulfillment of the terms & conditions of the license.

(ii) The tenderer would pay the amount of security deposit by a demand draft drawn on any nationalized/scheduled bank in favor of "Kolkata Port Trust".

(iii) The successful bidder may convert the EMD into SD and pay the balance SD.

(iv) In case of not being able to complete refurbishing the shed within 6 months time from the date of possession of the shed to the satisfaction of KoPT, offer letter will be cancelled along with forfeiture of 1st year license fee & security deposit and possession of the shed will be taken back by KoPT.

(v) In the event of any default on the part of the licensee to comply with any of the terms of this license or in the event of summary termination of the license by KoPT under any clauses, KoPT shall have the right to forfeit the entire or part of the amount of security deposit, lodged by the licensee and to appropriate the Security Deposit or any part thereof or towards the satisfaction of any claim of KoPT for any damage, losses, costs, charges or expenses or otherwise whatsoever. The decision of the KoPT in respect of such damages, losses, cost, charges or expenses or otherwise howsoever shall be final and binding on the licensee.

(vi) In the event of the Security Deposit being found insufficient or if the Security Deposit has been wholly forfeited, the balances of the total sum recoverable as the case may be, shall be deducted from any sum due to licensee or which at any time thereafter may become due to the licensee under this or any other license with KoPT, should that sum also be not sufficient to cover the full amount recoverable, the licensee shall forthwith pay to KoPT on demand the remaining balance due.

(vii) Upon the compliance by the licensee with all obligations and requirements under this agreement, the security deposit or such part thereof as shall not have been forfeited or appropriated as aforesaid, shall be refunded after the expiry of the license to the licensee after handing over vacant, unencumbered, peaceful possession of the shed to KoPT, subject to deduction of outstanding dues, if any.

13. 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.

14. Extension of validity of offer:

Prior to expiry of the original offer validity period, Port may request tenderers to extend the validity period of offer for a specified additional period.

15. Due date and Time for Submission and Opening of offer:

i) The tender should be submitted to Traffic Manager TRAFFIC DEPARTMENT, 40, C.G.R. ROAD, KOLKATA- 700043, through MSTC Ltd. (<http://www.mstcecommerce.com/auctionhome/kopt/index.jsp>) not later than 05:00 PM on 29.06.2018 after which time and date, no offer shall be accepted.

Note: Port may at its sole discretion extend the Submission/Opening due date(s) by issuing a Corrigendum.

ii) The Part - I: Techno-Commercial Bid of the tender shall be opened electronically at 12:00 Hrs. on 04.07.2018 Tenderers or their authorized representative may witness the said electronic opening of Bid.

iii) The Part - II: Price Bid will be opened electronically after conducting the e-auction of only those tenderers who techno-commercially qualify on a subsequent date, for which date & time will be intimated separately to the concerned tenderer only.

16. Substitution, Withdrawal of Tender:

The tenderer may substitute or withdraw its offer after submission, before the due date and time of submission of offer i.e 17:00 Hrs. on 29.06.2018 or any extension thereof as per provision given at Annexure-II. No offer shall be substituted or withdrawn by the tenderer after the due date and time of submission of offer or any extension thereof.

17. Amendment of Tender Document:

At any time prior to the due date for submission of tender, KDS/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 the issuance of Addendum in

official website of KoPT (www.kolkataporttrust.gov.in) and also in the website of MSTC (<http://www.mstcecommerce.com/auctionhome/kopt/index.jsp/>).

In order to afford prospective tenderer(s) reasonable time in which to take an Addendum into account, or for any other reason, KoPT may, at its discretion, extend the Due Date of Submission of tender through appropriate notification in the official website <http://www.kolkataporttrust.gov.in> and also in the website of MSTC (<http://www.mstcecommerce.com/auctionhome/kopt/index.jsp/>).

18. Submission of off-line documents:

Hard copy of the document as listed in ANNEXURE –VII if any, shall be submitted separately to the Traffic 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., Shed 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 Traffic Manager, located at Subhash Bhawan, Traffic Building, 40, CGR Road, Kolkata – 700043 within the closing time of the e-tender.

19. 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.

20. Interruption of activities:

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

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

22. 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.

23. Acceptance to Port’s offer of allotment:

After finalization of the tender through e-tender-cum-e-auction, the offer of license for Refurbishing, Maintenance, Cargo storage & handling will be made to the successful bidder. The successful bidder shall be required to formally accept the terms & conditions of the offer of license and remit requisite Annual license fee for 1st year, Security Deposit, Bank guarantees for license fees for subsequent years and BG for wharfage revenue for 1st year of operation (as detailed in Annexure-V) within 30 days of offer letter, failing which the offer shall stand cancelled and the Earnest Money deposited by the bidder shall stand forfeited. The possession of the shed will be handed over after completion of the required formalities including payment as will be specified in the offer letter.

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Part – I: Techno-Commercial Bid**Terms and Conditions of License**

The terms & conditions of issue of license and salient conditions of allotment of the Shed as enumerated below are to be read in conjunction with the GENERAL INFORMATION & INSTRUCTIONS TO THE TENDERERS and other terms & conditions as may be imposed by the competent authority while granting the license.

1. License Period: 05 years without any option for renewal. Allotment of the Shed, as specified in Annexure-I will be made in favor of successful tenderer on license for a period of 5 years on "as is where is" basis for the purpose as specified hereunder. 6 months period from date of possession of the shed will be given to the successful bidder for refurbishing the shed to the satisfaction of KoPT, which is included in 5 years license tenure.

2. Purpose:

- a) Refurbishing and maintenance of shed.
- b) Storage and handling operation of specified cargos.
- c) Promote Export/Import of specified cargos.

Specified cargos are:-

- I. Wheat, Rice, Pulses, Peas, Rapeseed, Cereals & their products, Bulgur wheat, Corn Soya blend, Milk powder, Seeds of all kinds, Sugar(both raw and refined, Bran).
- II. All other Dry bulk & Break Bulk cargo not specified, with prior approval of KoPT.

*** Approval of KoPT will not be unreasonably withheld provided cargo proposed to be handled under Sl no II above, is a clean cargo.

Note: The shed must not be used for any purpose other than mentioned above. Using shed for any other purpose will lead to termination of license.

3. Stacking Capacity: Shed should not be used for stacking more than 2.5 tonnes/sqm. in the ground floor & 1 tonnes/sqm in the first floor.

4. Refurbishing Shed No. 25:

Refer to 'Guidelines for Shed Refurbishing, Maintenance, Cargo storage & handling operations' in Annexure-V.

5. Fire protection: Successful bidder has to arrange fire fighting arrangement inside the shed to the satisfaction of KoPT.

6. Once the shed is handed over, its security, fire-fighting and other civic facilities/arrangement as required, unless otherwise specified, shall have to be made by the licensee at their own cost and to the satisfaction of all concerned authorities. In case of any damage to Trustees' property or neighboring property due to acts of omission/commission of the licensee, the licensee shall have to bear all costs and consequences thereof. The licensee shall be liable for safekeeping of the cargo stored in the shed.

7. The licensee shall follow all safety norms as specified by the competent authority/authorities. They shall have to obtain all statutory clearances as may be required under the law, including environmental clearance, if necessary, at their own cost and arrangement. The licensee will also take all anti-pollution and environment friendly measures in consultation with West Bengal Pollution Control Board and other statutory organizations. The licensee shall be solely responsible for any pollution and environmental degradation arising out of their activities.

8. The licensee will be required to pay and discharge all present and future rates, Cesses, taxes, duties, charges, assessments, outgoings and premium in respect of policy of insurance against any risk whatsoever which are now or at any time hereafter be assessed, charged or imposed upon or payable in respect of the licensed Shed except the owners' share of municipal taxes in respect of the land.

9. Sub-license/Transfer: No transfer/sub-license/ subletting or parting with possession of the licensed Shed will be allowed. The licensee shall not transfer, assign, sublet or share use of the allotted shed or any part thereof with anybody or with any organization.

10. Permission for construction: No permanent installation/construction within licensed Shed shall be allowed. Temporary structures on the licensed shed, in conformity with the purpose of the license, may be allowed with prior approval from KoPT. However, this permission will be valid up to the date of the validity/extended validity of the license and such approval will not give any leasehold right to the licensee in respect of the licensed Shed. Such structures will vest on KoPT after expiry/termination of license.

11. After the expiry/termination/determination of license and despite receiving the notice thereof, or forfeiture of license on account of any breach mentioned in the NIT, licensee has to handover the evacuated shed to KoPT. Therefore, licensee has to make arrangements in advance for evacuation of cargos lying in the shed. If the licensee continues to occupy it unauthorisedly, the licensee shall be liable to pay compensation for wrongful use and occupation of the same, as per the clause 25 hereunder till vacant possession is obtained by KoPT/KDS.

12.

- a) On expiry of the aforesaid license period of 5(five) years, if the same Shed is included in tender-cum-auction for further allotment for the purpose of Maintenance, Cargo storage and handling operations, the existing licensee may get 'First Right of Refusal' for the said purpose (entities having valid license as on the date of opening the Techno-commercial Bid) if the shed is not required by the KoPT/KDS for its own use, provided the said licensee does not have any breach of terms and conditions of license and applies for renewal of license for a further term at least 6 (six) months prior to expiry of the concerned license. However, KoPT's decision in this regard will be final.
- b) The Existing Licensee (entities having valid license on the date of opening the Techno- Commercial Bid) of the shed may avail the 'First Right of Refusal' if they do not become H1 bidder. Subsequent to auction, KoPT would ask them to inform within 7 days from the date of such communication whether they would outbid the rate of licence fee quoted by the H1 bidder and if they outbid the same, they would become the successful bidder. In case, the Existing Licensee fails to reply within the stipulated period or communicates his inability to outbid the licence fee quoted by the H1 bidder in the auction, he will have to hand over the shed being tendered out to KoPT, within 7 days from the date of expiry of the aforesaid time frame or from the date the existing Licensee communicates his refusal to outbid the rate of licence fee quoted by the H1 bidder, whichever is earlier.
- c) In case of Existing Licensee (entities having valid license as on the date of opening the Techno- Commercial Bid) becomes the successful bidder, licence of the shed will be granted in favour of successful bidder on observance of the required formalities.

13. Without prejudice to other appropriate action being taken, charges will be recovered for encroachment of KoPT's covered space as per prevailing Schedule of Rent of KoPT's Land and Buildings at Kolkata. However such type of action may lead to termination of license.

14. Other terms and conditions of KoPT's Land Policy Guidelines and Schedule of Rent of KoPT's Land and Buildings at Kolkata shall also be applicable.

15. Amicable settlement: If any dispute or difference or claims of any kind arises between the successful tenderer and KoPT in connection with interpretation or application of any terms and conditions or any matter

or thing in any way connected with or in connection with or arising out of the license, or the rights, duties or liabilities of the parties under the agreement, whether before or after termination of the license, then the parties shall meet together promptly at the requests of any party in an effort to resolve such dispute, difference or claim by discussions between them.

16. Arbitrations:

- a) Failing amicable settlement, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrators within 60 days. If the other party fails to appoint its Arbitrators, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996.
- b) The place of arbitration shall be in Kolkata, West Bengal, India.

17. Integrity Pact: Successful bidder has to make integrity pact as per format at Appendix-VIII. Details of two External Independent Monitors are as follows:

- | | |
|---|---|
| a) Shri Subhashish Sarkar,
Flat No. 406, Block-III,
Kirti Apartments,
Mayur Vihar Phase-I Extension,
Delhi-110091,
Mob No.- 9811707230
E-mail: subhashishsarkar53@yahoo(dot)com | b) Ms. Bulbul Sen, IRS (Retd.),
B-104, Nayantara Apartments,
Block 8B, Sec-7,
Dwarka,
New Delhi- 110075
E-mail- bsensarkar@gmail(dot)com |
|---|---|

18. Disputes: In the event of any disagreement/dispute between KoPT and the successful tenderer, disputes shall be resolved under the jurisdiction of appropriate courts in Kolkata **only** including Kolkata High Court.

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

In case there is no ESI registration, Bidder has to submit Indemnity Bond and Affidavit as per the format attached in Appendix-VI.

20. Surrender: If a licensee wants to surrender Shed within the scope of the instant tender, he may apply in writing to KoPT after giving due notice of 3 months. On expiry of the due notice period, KoPT will take back possession of the Shed. If a licensee wants to surrender the Shed within one year from the date of handing over, license fee plus applicable taxes for the first year shall be retained by KoPT while SD as well as Bank Guarantees for subsequent 4 years license fee with taxes and Bank Guarantees for wharfage revenue at projected MECT with taxes for 1st year of operation shall be refunded by KoPT after adjustment of all dues upto the date of surrender and on completion of handover of shed and all allied formalities. In case of handover of the Shed beyond completion of one year, license fee up to that completed year shall also be payable in addition by the licensee.

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

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

22. The successful bidder, while communicating his acceptance of the offer letter of KoPT, will have to remit the following within 30 days of offer letter:-

- Security deposit (demand draft, Refer to Annexure-III)
- 1st year's annual license fee + taxes
- Four separate Bank Guarantees for subsequent 2nd year, 3rd year, 4th year & 5th year license fee as per rates applicable with taxes (as detailed in Annexure-III)
- One separate Bank Guarantee of revenue at projected MECT (wharfage) of 1st year of operation [MECT and Wharfage detailed in Annexure-V] plus applicable GST.

23. Force Majeure: In the event of the licensee / Kolkata Port Trust being prevented from fulfilling its obligation in full or in part arising out of the license 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, 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.

24. Termination:

i) Termination of License in the National Interest or in the interest of the public: The license will also contain a clause reserving to the licensor the right to terminate the license on six months' notice if the Shed 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. If the license is cancelled for not complying with the conditions of license, no compensation shall be payable by the Port.

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

The **breaches** which may result to termination of License are as follows:

- a) **Non-payment**
- b) **Encroachment**
- c) **Parting with possession**
- d) **Unauthorized construction**
- e) **Change of purpose-** The licensee shall have to utilize the allotted shed for the purpose for which it has been allotted; otherwise the license shall be liable for termination.
- f) **Not being able to complete refurbishing of shed within 6 months of date of possession of the shed to the satisfaction of KoPT. Any further delay will be liable for termination of license.**
- g) **Non- compliance of conditions of License.**

25. Compensation: After the expiry / termination/ determination/forfeiture of license and despite receiving the notice thereof, or forfeiture of license on account of any breach, if the licensee continues to occupy it unauthorisedly, the licensee shall be liable to pay compensation for wrongful use and occupation of the same @3 times of SOR.

Note: After expiry of license tenure if the licensee continues to occupy the shed then he would pay penalty in that period equivalent to wharfage loss occurred to KoPT at the rate of projected MECT for that year along with the compensation rate of license fee.

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

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Guidelines for Shed Refurbishing, Maintenance, Cargo storage & handling operations

The licensee will undertake the following responsibilities:

Essential services:

- i) The shed will be allotted on "as is where is" basis.
- ii) The services for Cargo storage & handling has to be provided on 24 x 7 basis.
- iii) The Shed to the Licensee shall always be maintained in neat, clean and hygienic condition. Debris / garbage collected on regular and continuous basis shall be disposed of in an environmentally safe manner on day-to-day basis at his own cost.
- iv) The licensee shall ensure that no other person or party occupies or encroaches upon any portion of the allotted shed. The licensee shall keep the Shed in good condition to the satisfaction of all concerned authorities. The licensee shall also demarcate the property under license and permanently display the following information in respect of the property at his own cost:-
 - a. Owner: Kolkata Port Trust, Kolkata Dock System
 - b. Shed No.:
 - c. Area under License:
 - d. Name of Licensee:
 - e. Period of License: From _____ to _____
- v) The licensee shall allow entry of authorized KoPT personnel for inspection during the period of license, as and when required.
- vi) The licensee would have to ensure of handling **Minimum Expected Cargo Throughput (MECT) per Annum of cargos** (as specified in purpose in **annexure-IV**) as follows:-

Year of operation	MECT (in MTs/annum)	Equivalent wharfage Revenue in Rs. (GST@18% Extra)
1 st	33,998*	32,06,329/-*
2 nd	71,232	67,17,890/-
3 rd	74,623	70,37,695/-
4 th	78,175	73,72,685/-
5 th	81,896	77,23,612/-

Note:

- a) 1st year MECT is calculated for 6 months. Because 6 months time from date of possession of the shed is given for refurbishing the shed.

***Note: If licensee completes the refurbishing work in a shorter time than maximum time allotted for refurbishing the shed (i.e. 6 months) to the satisfaction of KoPT & Refurbishing Certificate is issued by KoPT, then MECT for the first year of operation**

will change accordingly and it has to be achieved by the licensee within first year of operation starting from date of issuance of Refurbishing Certificate.

- b) When the SOR is revised Wharfage Revenue at MECT as detailed in table will also undergo change. In such case licensee has to deposit Bank Guarantee of difference amount along with BG of amount for each year of operation detailed in the above table.
 - c) Licensee would have to ensure MECT each year (as defined in Annexure-V). Licensee has to deposit Bank Guarantees of revenue at projected MECT (wharfage) for 2nd year, 3rd year, 4th year & 5th year of license tenure [MECT and Wharfage detailed in Annexure-V] plus applicable GST. Bank Guarantees for MECT for each year of operation shall be submitted at the beginning of that year with a validity of that particular year of operation plus claim period. Format of the Bank Guarantee shall be provided by KoPT to successful bidder. BG for MECT for each year of operation will be released / returned after submission of BG of Wharfage Revenue for the next year of operation within 15 days of beginning of next year of operation if projected MECT for that year is maintained by the licensee or compensation for the shortfall in MECT for that year of operation is made through payment to KoPT. (MECT and wharfage amount detailed in Annexure-V). Any delay in the payment of wharfage equivalent to shortfall in MECT within said time will attract interest as detailed in annexure-III (maximum period allowed for payment with interest may be 90 days from beginning of each year of operation).
 - d) Licensee has to populate data/ furnish data to KoPT in support of MECT achieved as indicated above for respective year of operation. Such data needs to be uploaded in POMS by KoPT. Hence licensee has to provide data daily basis.
- vii) Jetty in front of shed no 25 will be allotted to the licensee on preference basis.
- viii) Provide requisite security services for safety of the stored materials kept inside shed. KoPT will not be held responsible for any damages / loss to the materials stored in the licensed shed.

Desirable services for Refurbishing Shed No-25.

- a. Restoring the conditions of chutes & stairways, which are used for accessing First floor by men and cargo packet from 1st floor to ground floor respectively.
- b. The successful bidder is expected to carry out the repair of the shed including drainage and lighting inside the shed to the satisfactory level. Inside drainage system should be improved so that accumulation of water in the ground floor storage space is arrested. Inside illumination of the Shed should be restored to the extent shifting of cargos is carried out safely. However, if electricity and water supply to the shed is provided from the KoPT source, applicable charges would be levied. Outside illumination and drainage system will be provided and maintained by KoPT.
- c. Necessary roof treatment should be carried out by the successful bidder for the shed so that Ingress of rain water is arrested.
- d. Floor space which has been damaged by rodents should be repaired.
- e. Erection of doors & fitting of window glasses should be carried out.

Above are the listed desirable changes. Any other changes that is required, may be allowed subject to the permission from KoPT.

Note:

- i) Time of 6 months will be provided to the successful bidder from the date of possession of the shed for refurbishing the shed to the satisfaction of KoPT. Not being able to complete refurbishing of shed within 6 months from the date of possession of the shed, license will be terminated with forfeiture of 1st year license fee & Security deposit.
- ii) The improvement executed by licensee as part of refurbishing shed should be handed over to KoPT after expiry of license free of cost.
- iii) Refurbishing of the shed should be completed to the satisfaction of KoPT authority. In this regard, licensee is required to obtain Refurbishing Certificate before storage of cargo inside shed.
- iv) If licensee completes the refurbishing work in a shorter time than maximum time allotted for refurbishing the shed (i.e. 6 months) to the satisfaction of KoPT & Refurbishing Certificate is issued by KoPT, then MECT for the first year of operation will change accordingly and it has to be achieved by the licensee within first year of operation starting from date of issuance of Refurbishing Certificate.

Agreement:

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

Note: KoPT/KDS at any stage, however, reserves the right to accept or reject any or all the offers without assigning any reason therefore whatsoever.

.....

PRICE BID SUBMISSION AND EVALUATION CRITERIA**A. Preparation and Submission Procedure of Tender:**

i. Language: The tender and all related correspondence and documents shall be written in English Language. Supporting materials, which are not translated in English and duly certified, may not be considered.

ii. PART-I: Refer to Annexure-II.

iii. PART-II: Price Bid shall contain only the rate over and above the Annual Minimum Guaranteed Revenue/Annual Reserve License Fee and no conditions whatsoever. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection. Price Bid to be submitted on line through e-tendering process ONLY as detailed hereunder.

Important steps for PART-II

1. While quoting, the 'Reserve Annual rent' for the shed in Rupees shall be displayed automatically by the systems on-screen in the Price Schedule format.

Note: The bidder shall necessarily enter "0" (zero) in the next field.

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

7. Price bids of the techno-commercially qualified bidders shall be opened after the e-auction is over.

8. 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.

9. 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, GST & Municipal tax are payable extra as detailed in this tender document.

10. 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.

11. 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.

iv. 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.

B. Test of Responsiveness:

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

- a. Is submitted within the due date including extension period, if any.
- b. Is signed, sealed and marked as stipulated in the tender document.
- c. Is accompanied by the required Letter of authorization (As per Appendix-II).
- d. Contains all the information as requested in the tender document.
- e. Contains information in Formats as specified in this tender document.
- f. Does not show inconsistencies between the offer and the supporting documents.
- g. Proposes no change in the offer as compared to the terms & conditions of the allotment as detailed in this tender document.

Port reserves the right to reject any tender which is nonresponsive and it shall be solely at the discretion of the port to allow alteration, modification, substitution or withdrawal to make the bid responsive after opening of the Techno Commercial Bid.

C. Clarifications:

To assist in the process of evaluation of Tender, Port may, at its sole discretion, ask any tenderer to provide original documents or any additional documents/ details, seek clarifications in writing from any tenderer regarding its tender. The request for providing such additional details/documents and/or clarification and the response shall be in writing.

D. Confidentiality:

Information required by KoPT from the tenderer(s) for the purpose of examination, evaluation etc. will be kept in confidence by KoPT and 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.

E. EVALUATION OF TECHNO-COMMERCIAL BID:

The techno commercial bid will be evaluated on the basis of the documents submitted by the tenderer and also on the basis of the following:-

- i) Details of Earnest Money Deposit as per Appendix-I, duly filled in, signed and sealed.
- ii) Letter of authorization Appendix-II of tender document.
- iii) Profile / Experience of the Tenderer as per Appendix-III, duly filled in, signed and sealed.
- iv) Declaration of Tenderer as per Appendix-IV, duly filled in, signed and sealed.
- v) Self certified admitted estate port dues (for all plates of the prospective tenderer in KDS and HDC) as per Appendix-V.
- vi) PAN/ TAN (as applicable), GST Certificate/Code, EPF & ESI registration certificate. In case there is no ESI registration, Indemnity Bond as per the format attached in Appendix-VI.

- vii) Undertaking in bidder's letterhead in lieu of signed copy of full tender document as per format in Annexure-VII.
- viii) Self certified copy of duly signed cancelled cheque.
- ix) Certification by the 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 Reserve Annual License Fee / Minimum Guaranteed Revenue (Annual)).
- x) Experience certificate in Stevedoring/importer/ exporter/ Cargo storage & handling/ Warehousing & storage of **Minimum Expected Cargo Throughput (MECT)** equal to 64,906 MTs) in any one of the last 3 F.Y. For Importer/ Exporter, Certificate/ IE Code issued by Director General foreign Trade (DGFT).
- xi) One page write-up in letter head giving his plan of operation in the shed.
- xii) Duly attested copy of Partnership Deed and Power of Attorney in case the tenderer is a Partnership Firm.
- xiii) Certified copy of the Certificate of Incorporation, Memorandum & Article of Association and Power of Attorney in case the tenderer is a Company.
- xiv) Tender Document, corrigendum and addendum (if any) duly signed & sealed.
- xv) Other documents, which the tenderer wants to submit (duly signed & sealed).

F. EVALUATION OF PRICEBID:

- (i) KoPT will call all the techno-commercially qualified tenderers to participate in the auction first on the scheduled date and time.
- (ii) After auction, the Price Bids of techno-commercially qualified tenderers only will be opened.
- (iii) The tenderer quoting highest amount either (a) highest bid in auction, or (b) the highest bid in tender, will be the H1 tenderer for the Shed as given at Annexure-I.

Note:

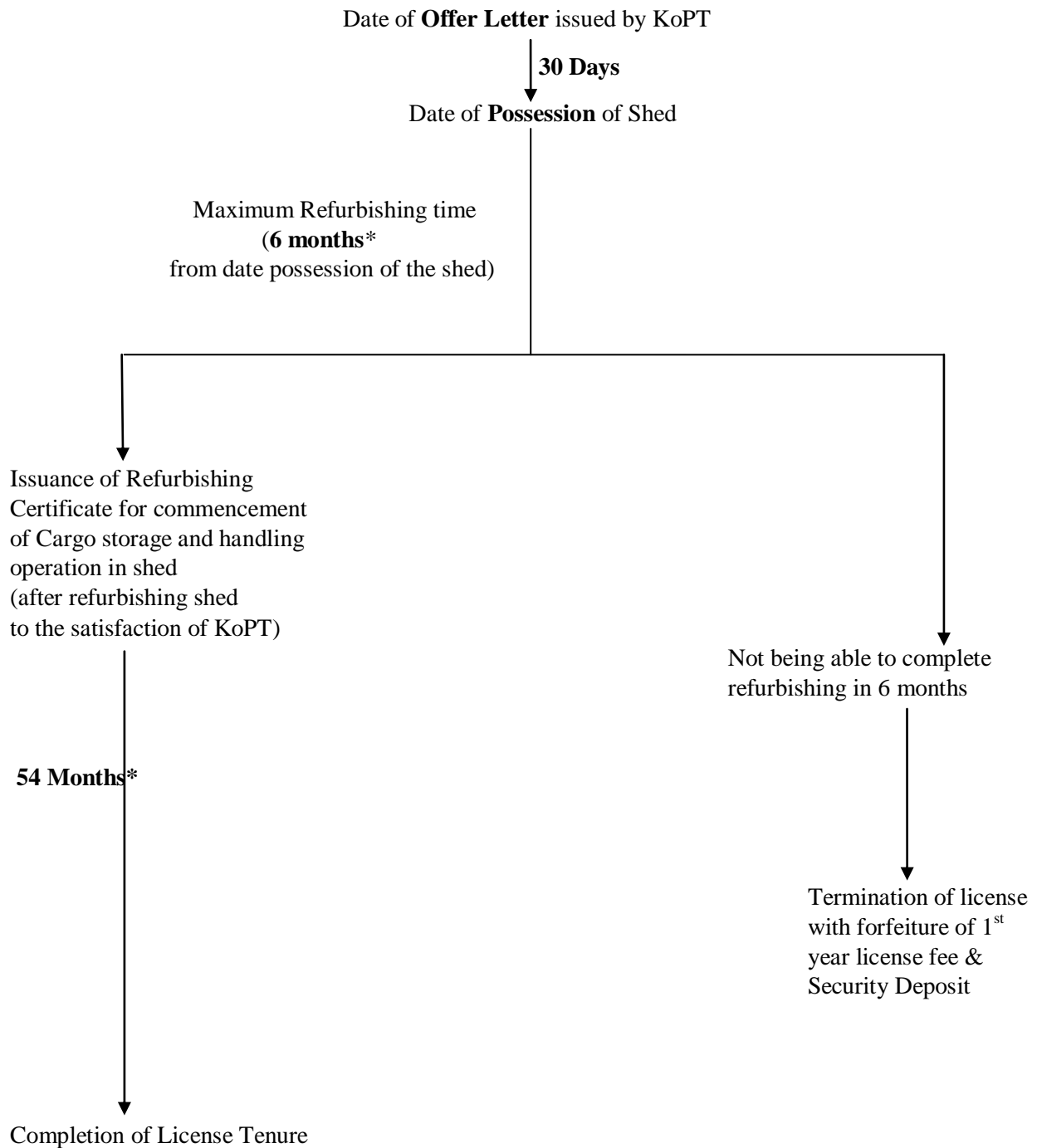
- I. Mere submission of Documents will not mean that a particular tender will be automatically considered qualified. Such qualification will be examined at the time of evaluation of bids.**
- II. The substitution or withdrawal of offer may be done as per provision mentioned at Annexure-II before due date and time for submission of the offer. In such case, only the substituted offer would be considered & the offer earlier submitted would not be considered.**

.....

Part – I: Techno-Commercial Bid
List of documents to be uploaded & submitted by the Tenderers

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

Sl. No.	On-line submission of the following
(i)	Scanned copy of Authorization letter (Appendix-II) in favour of the signatory to the tender
(ii)	Profile of the tenderer to be filled online as per the format in Appendix-III.
(iii)	Scanned copy of duly filled in Appendix – IV (for undertaking for not having been black-listed etc)
(iv)	Self certified scanned copy of duly signed self declaration of the bidder as to the amount of admitted estate port dues (for all plates of the prospective tenderer in KDS and HDC) as on the day of NIT as per format given in Appendix – V. In case there are unpaid dues, the prospective tenderer may be allowed to participate in tender, only if he agrees to pay the dues before the price bid opening, failing which EMD will be forfeited.
(v)	Self certified scanned copy of IT PAN Card/ TAN, GST, EPF & ESI Registration
(vi)	Scanned copy of certification by the 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 Reserve Annual License Fee / Minimum Guaranteed Revenue (Annual).
(vii)	Self certified scanned copy of duly signed cancelled cheque.
(viii)	Certificate substantiating Experience in Stevedoring/importer/ exporter/Cargo storage & handling/ Warehousing & storage of Minimum Expected Cargo Throughput (MECT) equal to 64,906 MTs) in any one of the last 3 F.Y. For Importer/ Exporter, Certificate/ IE Code issued by Director General foreign Trade (DGFT) is mandatory.
(ix)	Scanned copy of one page write-up in letter head giving his plan of operation in the shed for the purpose as defined in this NIT.
(x)	Scanned copy of Partnership Deed and Power of Attorney in case the tenderer is a Partnership Firm.
(xi)	Scanned copy of Certificate of Incorporation, Memorandum & Article of Association and Power of Attorney in case the tenderer is a Company.
(xii)	In case there is no ESI registration as mentioned above in sl no (v), Bidder has to upload scanned copy of duly filled Indemnity Bond and Affidavit as per the format attached in Appendix-VI.
(xiii)	Scanned copy of undertaking in bidder's letterhead in lieu of signed copy of full tender document as per format in Annexure-VII.
Off-line submission of	
(xiv)	Earnest Money Deposit (EMD) and Tender Fee in the way as mentioned in Annexure-II with filled in format annexed in APPENDIX-I.

IMPORTANT TIMELINE

*Successful Bidder/Licensee is liable for payment of license fee in this time.

**Successful Bidder/Licensee is liable for payment of penalty for shortfall in MECT.

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, and submitted in the tender box)

FOR SHED No - 25

Amount as	Amount (in Rs.)	Demand Draft No. with date, as applicable	Name and Branch of remitting Bank	Tender NIT No.	Bidder's Name and ID as per MSTC Registration
Tender Fee					
EMD					

Address of the bidder.....

E mail id of the bidder.....

Name & Contact No. of the representative of the bidder

..... ..

(Signature of the bidder with stamp)

Date:

Place:

.....

Part – I: Techno-Commercial Bid**FORMAT FOR AUTHORISING SIGNATORY OF THE TENDER**

[To upload a scanned copy]

(To be downloaded, filled in, signed with seal, scanned and uploaded)**Dated:****Letter of authorization****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/TRAFFIC/..... and to sign and file relevant documents in respect of the above.

.....

(Signature of Mr.....)**Signature is attested**

.....

(Signature of the authorizing person)**Designation****For.....**

.....

Part – I: Techno-Commercial Bid**PROFILE OF THE TENDERER****(To be filled online)****(A) In case of a Limited company**

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

(B) In case of Firm

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

(C) In case of Individual

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

Date : _____

Place : _____

(Signature of bidder)
(Designation & Seal of Office)

Enclosures : _____Nos.

.....

Part – I: Techno-Commercial Bid

DECLARATION BY THE TENDERER

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

I (signatory of this undertaking) _____ son/daughter
of _____ aged _____
_____ 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 Shed No..... on “as is where is” basis through e-tender-cum-e-auction for the purpose as indicated in this tender document.

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

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

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

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

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

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

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

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

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

Dated:

Signature.....

Name.....

Address.....

.....

Seal of the bidder:

Signature of the bidder with office seal

Date:

Witness: -

Sl. No.	Name	Address	Signature
1			
2			

.....

Part – I: Techno-Commercial Bid**Self declaration of the bidder as to the amount of admitted estate port dues as on the day of
NIT****(To be downloaded, filled in, signed with seal, scanned and uploaded)**

Name of Dock	Type of occupation	Plate No.	Name of licensee	Outstanding dues as on the date of NIT (in Rs.)	Remarks
KDS	License				
	Lease				
	Foreshore occupation				
HDC	License				
	Lease				
	Foreshore occupation				
Total					

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

I/We hereby agree that in case, there are outstanding admitted estate port dues payable to KoPT, I/we may be allowed to participate in tender, only on the condition that I/we shall pay the total port dues before the price bid opening, failing which I/We may be declared disqualified for the tender & my/our EMD may be forfeited in full.

Dated:

Signature.....

Name.....

Address.....

.....

Seal of the bidder:

Signature of the bidder with office seal

.....

(FORMAT OF INDEMNITY BOND)

On the Rupees Fifty Non – Judicial Stamp Paper**I N D E M N I T Y B O N D**

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

By THIS BOND I, Shri/Smt-----, son of Shri/Smt.-----
 -----Residing at ----- by occupation ----
 -----the Partner/Proprietor/Director-----having office at -----
 ----- am a tenderer under Traffic Department, Kolkata Port Trust(A statutory body under MPT Act, 1963)

2. WHEREAS , the said Kolkata Port Trust asked the every tenderer, who is not covered under E.S.I Act or exempted to furnish an Indemnity Bond in favour of Traffic Department, Kolkata Port Trust against all damages and accident to the Labourer Tenderer/contractor.

3. NOW THIS BOND OF INDEMNITY WITNESS THAT the Tenderer/contract or named herein above shall indemnify the Kolkata Port Trust AGAINST ALL DAMAGES AND ACCIDENT OCCURRING TO THE Labourers of the Tenderer/contractor as demanded by the Kolkata Port Trust and which shall be legal and /or claimed by the Kolkata Port Trust during the execution of the work stated in the NIT No----- of -----.

4. AND the contractor hereunder agree to indemnify and at all times keep indemnified the Kolkata Port Trust and its administrator and representative.

5. And also all such possible claim or demand for damages and accidents. In the event the declaration is found to be wrong and false, the tenderer will be held responsible for all the consequences in respect of compliance of The Employees State Insurance Act, 1948.

In WITNESS WHEREOF I-----, the Partner/Proprietor/Director----- Hereto set and seal this the----- Day of-----In the year----- at-----.

Sureties Signature of the Indemnifier

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

3. Witness

Signature

Name:

Address

NIT No. KoPT/KDS/TRAFFIC

(On Non-judicial Stamp Paper worth Rs.10/-)

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

AFFIDAVIT BEFORE THE 1st CLASS JUDICIAL MAGISTRATE

I.....son ofaged about years,
by faith.....by occupation.....,residing at....., do
hereby solemnly affirm and declare as follows :

1. THAT I am the proprietor/partner of having office
at..... and carrying on business on the said name and
style.
(In case the above Deponent is an enlisted Contractor at Kolkata Port Trust, the same should be
mentioned in the affidavit).
2. THAT my aforesaid Firm is exempted from E.S.I. Act and the said Firm has no valid E.S.I.
Registration.
3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the Clause No.
..... of the NIT No. issued by the
Kolkata Port Trust in respect of the work(the work is to be mentioned).....

THAT the statements made above are all true to the best of my knowledge and belief.

DEPONENT

Identified by me.

Undertaking to be submitted in lieu of uploading/submitting signed copy of full tender document

[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTERHEAD, SIGNED, SCANNED AND UPLOADED]

NIT No. KoPT/KDS/TRAFFIC/.....

Date

The Traffic Manager,
Kolkata Port Trust,
15 Strand Road
Kolkata – 700 001

Dear Sir,

I/We,(Name of Tenderer) have fully read and understood the entire Tender Document, GCC, and Addendum, Corrigendum if any, downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC and Addendum, Corrigendum.

I/We are submitting this undertaking in lieu of submission of signed copy of the full tender document GCC and Addendum, Corrigendum.

Yours faithfully,

.....

Signature of Tenderer

Name:

Designation:

Date :

Seal of the tenderer.....

INTEGRITY PACT

Between

Kolkata Port Trust (KoPT) hereinafter referred to as “The Principal”

And

.....hereinafter referred to as “The Bidder/Contractor”

Preamble

The principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliances with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- i) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any materials or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- ii) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/Contractor(s)

- i) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bid or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/Contractor (s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.

- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representative in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the Guidelines on ‘Indian Agents of Foreign Suppliers’ is annexed and marked as Annex-“A”.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- ii) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts. If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is annexed and marked as Annex “B”.

Section 4 – Compensation for Damages

- i) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand the recover the damages equivalent to Earnest Money Deposit / Bid Security.
- ii) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- i) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors

- i) The Bidder(s)/ Contractor(s) undertake(s) to demand all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- ii) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and subcontractors.
- iii) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s).

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Pact Duration:

This pact begins when both parties have legally signed it. It expires for the Contractors 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/ lodged during this time, the same shall be binding and continue to the valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairman of KoPT.

Section 9 - Other Provisions:

- i) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- ii) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- iii) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- iv) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)
(Office Seal)

(For & on behalf of Bidder/Contractor)
(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

KOLKATA PORT TRUST
TRAFFIC DEPARTMENT
 40, C.G.R. ROAD,
 KOLKATA- 700043
 Phone No. 033 24392926
 Email ID: tm@kolkataporttrust.gov.in

Part – II: Price Bid

PRICE SCHEDULE (COVER- II)

Allotment of shed for Refurbishing, Maintenance, Cargo storage and handling operations on license for five years against Tender NIT No. KoPT/KDS/TRAFFIC/.....

Shed No. [Will be put by the bidder]	Shed 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)]	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]

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