

### ***Notice Inviting Tender***

**N. I. T. No. KoPT/KDS/LND/37-2019** dated 23.08.2019

**KOLKATA PORT TRUST  
GENERAL ADMINISTRATION DEPARTMENT  
ESTATE DIVISION  
15, Strand Road,  
Kolkata – 700 001  
Website: [kolkataporttrust.gov.in](http://kolkataporttrust.gov.in)**

E-Tender under two-part system (Part I: Techno-Commercial Bid and Part II: Price Bid) **for “Construction of Monopole Street Hoardings and Rooftop Hoardings at specified sites of Estates of Kolkata Port Trust (KoPT) only with the Right To Display of Advertisements for 05 years”** without renewal option, against payment of annual rent to willing Advertisers through e-tender-cum-e-auction”

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

#### **SCHEDULE OF TENDER (SOT):**

a.	E-Tender No. (System Generated)	<b>MSTC/ ERO/ KOLKATA PORT TRUST/52/ KOLKATA/ 19-20/16588</b>
b.	MODE OF TENDER	e-tender System by Online Part I - Techno-Commercial Bid and Online Part II - Price Bid through <b><u><a href="http://www.mstcecommerce.com/auctionhome/KoPT/index.jsp">www.mstcecommerce.com/auctionhome/KoPT/index.jsp</a></u></b> of MSTC Ltd. The intending bidders are required to submit their offers electronically as per following schedules through e-tendering portal. No tender shall be accepted by the office of KoPT, if submitted by hard copy, except some specified documents (as mentioned hereunder in this tender document). The said specified documents shall have to be submitted to the Estate Manager, Kolkata Port Trust (KoPT).
c.	NIT available on website till	<b>27.09.2019</b>
d.	Request/ communication to KoPT for site inspection till	<b>09.09.2019</b>
e.	Pre-bid meeting	<b>At 12 noon on 12.09.2019 at the Conference Room</b>

		<b>located at 2<sup>nd</sup> Floor of KoPT Head Office old building at 15, Strand Road, Kolkata - 700001</b>
f.	Start date of submission of e-Tender of online Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprocho.me/">www.mstcecommerce.com/eprocho.me/</a>	<b>From 20.09.2019 to 17-00 hrs. on 30.09.2019, unless rescheduled after pre-bid meeting</b>
g.	Last date of submission of EMD & tender fee	<b>Upto 17-00 hrs. on 27.09.2019, unless rescheduled after pre-bid meeting</b>
h.	Date of closing of online e-tender for 'submission of Techno-Commercial Bid & Price Bid'	<b>Upto 17-00 hrs. on 30.09.2019, unless rescheduled after pre-bid meeting</b>
i.	Date of closing of submission of hard copies of the listed papers to the Estate Manager	<b>Upto 17-00 hrs. on 30.09.2019, unless rescheduled after pre-bid meeting</b>
j.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	<b>To commence after 30.09.2019, unless rescheduled after pre-bid meeting</b>
k.	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.	
l.	Tender fee & Earnest Money Deposit	The intending bidders shall remit both tender fee and Earnest Money on-line only as per details given hereunder before submission of offer. The bidders are advised to deposit both tender fee and Earnest Money to Kolkata Port Trust alongwith their offer; otherwise their offer will be summarily rejected. In other words, Tenderers shall deposit Earnest Money & Tender Fee before filling in and submission of bids.
	i) Tender Fee	Rs. 590/- (Rupees five hundred and ninety only) including GST.
	ii) Earnest Money Deposit	<b><u>As mentioned at Annexure II</u></b>

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

**Estate Manager**  
**ESTATE DIVISION**  
**GENERAL ADMINISTRATION**  
**DEPARTMENT**  
**KOLKATA PORT TRUST**  
**15, Strand Road, Kolkata - 700 001**  
**Tele- Fax No. 91-33-2230-4901**

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## **Annexure - I**

### **DISCLAIMER**

This Tender Document contains brief information about Construction and right to display of advertisement on Monopole Street Hoarding /Roof Top Hoarding at different locations on the Estates of KOLKATA PORT TRUST. The purpose of this tender document is to provide applicants with information to assist the formulation of their bid application (the 'application').

Whilst the information in this tender document has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither KOLKATA PORT TRUST, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the tender document, or for any errors, omissions or misstatements, negligence or otherwise, relating to the proposed project, or makes any representation or warranty, expressed or implied, with respect to the information contained in this tender document or on which this tender document is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this tender document or subsequently provided to interested tenderers, in writing by or on behalf of Kolkata Port Trust is subject to terms and conditions set out in this tender document.

Each tenderer should apply its own due diligence to check the accuracy, reliability and completeness of the information in this tender document and obtain independent advice from appropriate sources. Submission of bid shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.

The response to this Tender Document should be full and complete in all respects. Incomplete or partial bids shall be rejected. Intimation of discrepancies in the Tender Document, if any, should be given to the office of the Kolkata Port Trust immediately by the tenderers. If Kolkata Port Trust receives no written communication, it shall be deemed that the tenderers are satisfied that the Tender Document is complete in all respects.

This Tender Document is not an agreement and is not an offer or invitation by Kolkata Port Trust to any other party. The terms on which the project are to be developed and the right of the successful tenderer shall be as set out in separate agreements contained herein.

Kolkata Port Trust reserves the right to accept or reject any or all applications or make any change in the tender document at any time without giving any reason thereof and the decision of Kolkata Port Trust shall be final and binding on the tenderer. Kolkata Port Trust will not entertain any claim for expenses in relation to the preparation of Tender Document submissions.

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**NIT No. KOPT/KDS/LND/ 37-2019 dated 23.08.2019**

**Cluster 6**

**Details of Hoarding Sites**

Description of work	Quantity	EMD (in Rs.)
Construction of monopoles/ structures for display of street hoardings (20 ft X 10 ft)/ rooftop hoardings (30 ft X 10 ft) as per following list	1	2,75,000/-

**LIST OF HOARDING SITES**

Sl. No	Hoarding Identification Code (HIC)	Location	Type	Facing	No. of Hoarding
1.	RT10	Rooftops of Howrah Bridge Quarter Block No. C( East & West)	S.D/S.F	Facing Howrah Station	2
2.	T6	Junction of Bhukailash Rd. & Remount Road – Inside KoPT Qutr. Complex.	S.D/S.F	Facing Remount road circular Rail Station	1
3.	F9	Junction of Shibpur Ferry Ghat road & Foreshore Road( left corner while facing Foreshore Road)	SD/DF	Facing Burn Standard & Facing Second Hooghly Bridge	2
4.	R4	Junction of Coal Dock Road, Remount Road & Hoboken Road- opposite to Concor side	S.D/S.F	Facing Remount Road	1
5	D9	Right side of entry gate of Fire Office at CGR road	S.D/S.F	Right side of entry gate of Fire Office at CGR road	1
6	T11	On Taratola Road at Brace Bridge East side	SD/ SF	Facing Budge Budge	1
7	S2	Inside the Boundary Wall of erstwhile Strand Warehouse alongside Strand Road	SD/SF	Facing Strand Road	3

**Abbreviations: S.D = Single Deck; D.D = Double Deck; S.F = Single Face; D.F = Double Face**

## Annexure –III

### Part – I: Techno-Commercial Bid

#### IMPORTANT INSTRUCTIONS TO E-TENDERERS

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

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

1.	<p><b>Process of E-tender:</b></p> <p><b>A) Registration:</b></p> <p>(i) The process involves registration of bidders with MSTC e-tender portal <b>which is free of cost</b>. For this purpose, any willing bidder is required to apply online through the MSTC website <a href="http://www.mstcecommerce.com/auctionhome/KoPT/index.jsp">www.mstcecommerce.com/auctionhome/KoPT/index.jsp</a> 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><b>SPECIAL NOTE: BOTH PRICE BID AND TECHNO-COMMERCIAL BID ARE TO BE SUBMITTED ON-LINE AT</b></p> <p><a href="http://www.mstcecommerce.com/auctionhome/KoPT/index.jsp">www.mstcecommerce.com/auctionhome/KoPT/index.jsp</a></p> <p>1) Bidders are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>→ Port 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> <table><tr><td>1. Name: Shri J Sengupta Estate Division, KoPT, 5<sup>th</sup> Floor, Annexe Building, 15, Strand Road, Kolkata – 700</td><td>2. Name: Shri S. Dasgupta Estate Division, KoPT, 5<sup>th</sup> Floor, Annexe Building, 15, Strand Road,</td></tr></table>	1. Name: Shri J Sengupta Estate Division, KoPT, 5 <sup>th</sup> Floor, Annexe Building, 15, Strand Road, Kolkata – 700	2. Name: Shri S. Dasgupta Estate Division, KoPT, 5 <sup>th</sup> Floor, Annexe Building, 15, Strand Road,
1. Name: Shri J Sengupta Estate Division, KoPT, 5 <sup>th</sup> Floor, Annexe Building, 15, Strand Road, Kolkata – 700	2. Name: Shri S. Dasgupta Estate Division, KoPT, 5 <sup>th</sup> Floor, Annexe Building, 15, Strand Road,		

001 Contact No.09674720088 E-mail jsengupta@kolkataporttrust.gov.in	id: Kolkata – 700 001 Contact No.09836298697
Contact person (MSTC):	
1. Shri Sabyasachi Mukherjee Contact No.- 07278030407 (033)22901004 E-mail- smukherjee@mstcindia.co.in	2. Shri K Kranthi Kumar Contact No. 09174009882 (033)22901004 E-mail- kkkumar@mstcindia.co.in

**B) System Requirement:**

i) Windows 7 & above Operating System ii) IE-7 and above Internet browser. iv) Signing type digital signature v) JRE software to be downloaded and installed in the system. To enable ALL active X controls and disable ‘use pop up blocker’ under Tools →Internet Options→ custom level.

The system requirements are as follows:

- Operating System- Windows 7 and above
- Web Browser- Preferred IE 7 and above.
- Active-X Controls Should be enabled as follows:  
Tools =>Internet Options =>Security =>Custom Level => Enable all Active-X Controls  
  
=>Disable “Use Pop-up Blocker”
- Java (Latest is JRE 8 Update 121 – File name Windows X-86 Offline)

To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.

- Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.
- Other Settings:  
Tools => Internet Options => General => Click On Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

**For details, refer to the “Bidder Guide” and a video guide available under “View Video” Link.**

2.	<p><b>Format of Bid:</b></p> <p><b>(i) Format of Bid:</b></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</p>
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	<p>opening of bid since the same is not a public event.</p> <p>(B) Part II Price Bid: Price Bids of only techno-commercially qualified bidders shall be opened electronically <b>AFTER</b> the e-auction is complete. Bidder(s) cannot witness electronic opening of bid since the same is not a public event.</p> <p><b>(ii) E-Auction (HELD BEFORE OPENING OF PRICE BID) :</b> Date &amp; time of e-auction will be intimated separately to the Techno-Commercially qualified bidders by KoPT/MSTC through e-mail with 5 days notice. Once the e-auction amongst the qualified tenderers is over, the Price Bids will be opened. <b>Also Notice for e-auction will be hoisted in MSTC's Web site.</b></p> <p><b>(iii) H1 bidder/Successful Bidder:</b> The highest rate received through e-auction and the highest Price Bid will be compared and the higher between the two will be accepted as the H1(successful) bid and the bidder offering such H1 bid will be treated as the successful bidder (H1 bidder) for the concerned cluster, provided such a rate is acceptable to KoPT. <b>Selection of successful bidder will be communicated to the bidder concerned by KoPT only after completion of Tender Process and approval of competent authority.</b></p> <p><b>Note :</b></p> <p>(i) Any necessary notice/ addendum/ extension notice/ corrigendum to the tender would also be hoisted in the e-tendering portal of M.S.T.C under the <b>"Notification"</b> 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><b>Remittance of Tender Fee &amp; EMD:</b> Bidder(s) are advised to remit payment towards tender fee and EMD in the manner stated hereafter and verify completion of transaction in respect of remittance of the same. In case of failure to do so for any reason, the bidder will not be eligible to submit bid and KoPT will not be responsible on this account. <b>Details of remittance of payment of EMD and Tender Fee are given hereafter separately.</b></p>
4.	<p><b>Submission of on-line bid:</b></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 <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>→ 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><b>** Only after the evaluation of Stage I bidding the forward auction shall take place</b></p>

	among technically qualified bidders
4.2	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.
4.3	After filling in the Common Terms bidder should click 'save' for recording their Commercial bid. Then the link for Techno-Commercial Bid would be activated and the bidder should click on 'save' for recording their Techno-Commercial bid subsequently. Once the same is done, the Price Bid link becomes active and the same has to filled in and then bidder should click on "save" to record their price bid. Once both the Techno-Commercial bid & Price bid are saved, the bidder can click on the "Submit" button to register their bid.
4.4	<b>Bidder's alertness / duty:</b>
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	<b>Uploading of documents:</b> 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	<b>Price Bid submission:</b> As detailed in <b>Evaluation Criteria</b> and <b>Price bid formats</b> of this tender document.
5.	<b>E-auction:</b> At the stage of e-auction amongst the techno-commercially qualified bidders, the bidders shall only quote the total bid value at an increment of Rs. 5 lakh in the auction floor.

NOTE:
<p>(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 &amp; Encrypt). Once the bid is submitted by clicking on Final Submission, further editing is not allowed.</p> <p>However, deletion of the bid, followed by resubmission of the bid, with no additional amount of EMD and tender fee, is allowed upto the closing time of the tender.</p>
<p>(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.</p>
<p>(c) In all cases, bidders should use their own ID and Password alongwith Digital Signature at the time of submission of their bid.</p>
<p>(d) During the entire e-tender-cum-e-auction process, the bidders will remain completely anonymous to one another and also to everybody else.</p>
<p>(e) The e-tender floor shall remain open from the pre-announced date &amp; time and for such duration as mentioned above.</p>
<p>(f) All electronic bids submitted during the e-tender process shall be legally binding on the bidder.</p>
<p>(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.</p>

## ANNEXURE - IV

### DOs and DONTs FOR TENDERERS PARTICIPATING IN LAND TENDERS

**# A detailed list of Instructions to bidders for E-Tender is given with the Tender Document as Annexure-II. Read the instructions carefully before bid submission**

#### WHAT TENDERERS SHOULD DO:

# Get yourself Registered with MSTC website

**<https://www.mstcecommerce.com/auctionhome/KoPT/index.jsp>** for participating in the Tender Process of Estate Division, KoPT

# Ensure that you **give yourself enough time to respond** to the tendering opportunity: Proactive planning is crucial to make a successful bid

# Read and become familiar with the bid documents provided by Kolkata Port Trust. It is crucial that you **fully understand the requirements and bidding** criteria so that you can submit a fully compliant bid.

# Kolkata Port Trust insists on pre-bid responses and there may be **pre-bid meetings** and presentations or briefing events. You are expected to participate in such meetings.

# Do submit your completed bid early. E-Sourcing systems may slow down and crash when trying to upload multiple documents close to bidding deadlines.

# **Adhere to all of the rules and requirements** outlined in the bid documentation: Mandatory requirements (documents, information and response) need to be read carefully before submission of Bid.

# **Check websites** of **[www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)** and **<https://www.mstcecommerce.com/auctionhome/KoPT/index.jsp>** regularly for Tender document (Notice/addendum/corrigendum/clarification)

# For Bid submission you have to visit MSTC website i.e. **[www.mstcecommerce.com](http://www.mstcecommerce.com)**

# For viewing of Tender information you have to visit KoPT website i.e. **[www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)**

# You are to submit your **offer electronically** only. No tender shall be accepted by the KoPT office in hard copies.

# Ensure that you **note the crucial Dates** in connection with a particular Tender(s).

They are as follows:

**\*Date of NIT available to bidders to view**

**\*Date of Pre-Bid Meeting**

**\*Last Date and Time of remittance of Tender Fee& EMD (Earnest Money Deposit) by e-payment mode**

**\* Last Date and Time of submission of online Techno-Commercial and Price Bid at <https://www.mstcecommerce.com/auctionhome/KoPT/index.jsp>**

#Ensure that you **Inspect the site before Bidding.**

Please note that it is the responsibility of the intending bidder to inspect the plot / structure on their own arrangement before pre bid meeting. KoPT will try to provide assistance during inspection of plots.

#Please insert “Purpose of Land” from the List provided by KoPT in the Tender document.

### **WHAT TENDERERS SHOULD NOT DO**

# Don't Miss Pre-Bid meetings arranged for by Kolkata Port Trust.

# Don't Delay opening or reading the bid documentation

# Don't Submit invalid documents/certificates.

# Don't Enter false data/forged documents specially regarding Net Worth/Purpose of Land. Such act shall lead to forfeiture of EMD/Security Deposit

# Don't Leave submitting your completed bid to the last minute.

#Don't tamper with e- tender document Form provided by KoPT .For example a tampered Net Worth Document will lead to forfeiture of EMD .

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**Guidelines for registration & remittance of tender fee and EMD**

**Contents:**

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

**A. PRIOR REGISTRATION WITH MSTC FOR E-BIDDING:**

1. Before e-payment and bid submission, the bidder shall have to get registered with MSTC **free of Cost as per procedure as laid down in this tender document**, if not already registered.
2. During registration with MSTC, the following MANDATORY information shall have to be furnished by the bidder in the respective fields.
  - a) Name of the bidder;
  - b) (i) PAN of the bidder (ii) GST No. of the bidder;
  - c) Address of the bidder;
  - d) e-mail id of the bidder;
  - e) Mobile No. of the bidder
  - f) Status of the bidder (either of individual, proprietor, partnership firm, company, LLP/ HUF/ Society/ Others (to specify if others) ;
  - g) Name & Contact details (Mobile No. /Landline No. /Fax No. /e-mail id) of the authorised representative of the bidder wherever applicable. Else to mention NA (Not Applicable).
3. On completion of formalities for such registration by the bidder, 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/authorised representative.
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 **online** mode **ONLY** 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.

## **B. PAYMENT**

### **1. Payment Gateway:**

The bidder shall have to login to MSTC portal to access the site for Port Lease Property → KoPT.

In turn, an e-payment link will enable the bidder to submit the EMD and tender fee for a particular tender while accessing the portal for participation in the Tender. Accordingly, the bidder shall make use of HDFC Bank payment micro site (Smarthub). The link for the said microsite of HDFC is available in the MSCTC portal.

### **2. Payment through the “Smarthub” page:**

The Bidder shall fill in the following details in the “Smarthub”

- a) Bidder’s Name;
- b) Unique Bidder ID (provided by MSTC at the time of registration by the bidder);
- c) Unique e-tender number for the particular plot of the tender in which the bidder intends to participate;

### **3. Selection from Drop-Down Menu**

a) The bidder is required to select through a drop-down menu, the following options, one by one, in any order :-

- i) Tender Fee;
- ii) EMD.

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

b) If the bidder selects Tender fee, then amount field gets automatically populated as Rs 590/- including 18% GST.

c) If the bidder selects EMD, then amount field gets automatically populated with the respective EMD amount corresponding to the unique e-tender number submitted by the tenderer.

d) In either case (whether for remitting tender Fee or EMD), the bidder shall click on ‘NEXT’ button. Then a pop-up verification page will come up, which will ask for confirmation from the bidder on the correctness of the details already entered by him in the above 2a, 2b and 2c under B. If the bidder finds an error, he/she shall opt for ‘BACK’ button to get back to the previous page for making necessary corrections. If the bidder finds the details to be correct, he /she will click on ‘I CONFIRM’ button. The bidder will then be directed to the next page.

#### **4. Mode of Payment**

The bidder will have the following options for making payment. He / She will select the relevant option from HDFC Bank “Smarthub” page

Options:

- a) Multi-bank net-banking;
- b) Debit card/ Credit Card;

#### **5. Details of various payment options**

##### **5.1 If the client selects Multibank Net Banking option**

If this option is selected, the screen would display the list of Banks. The Net-banking gateway would re-direct the Bidder to the bank selected by the bidder. After payment is made through this mode, the Bank would confirm successful payment via a message which will be displayed on HDFC Bank “Smarthub” page.

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

##### **5.2 If the client selects Debit card/ Credit card option**

If this option is selected and payment is made through this mode, the Bank would confirm successful payment via a message which will be displayed on HDFC Bank “Smarthub” page.

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

#### **C. Refund of EMD:**

1. The refund of EMD to the unsuccessful bidder shall be made after finalization of the tender.
2. In case of successful tenderer, the EMD shall not be refunded, and instead, the same shall be adjusted with the amount with any or all of the following: (i) Security Deposit (ii) Upfront Rent (iii) Annual Rent prior to allotment of the plot.
3. Refund of EMD to any bidder for any plot shall be made only by NEFT/ RTGS to their respective accounts as per particulars already furnished by them during registration with MSTC.

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## ANNEXURE-VI

### Part – I: Techno-Commercial Bid

#### GENERAL INSTRUCTIONS TO THE TENDERERS

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

Sl. No.	Compliance in respect of
(i)	Remittance of Earnest Money Deposit (EMD) as indicated in this tender
(ii)	Remittance of Tender Fee as indicated in this tender
<b>On-line submission/ uploading of the scanned copies of the following</b>	
(iii)	Credential Certificates as per format at Appendix –IV
(iv)	<p>Certification by a Chartered Accountant with his/her identity (UDIN) as well as his/her signature and stamp as to the Networth of the bidder for the recent financial year as per definition mentioned below, based on Audited Annual Accounts. (To Be uploaded)- as per format at Appendix-III</p> <p><b>The formula for calculation of Net Worth will be as follows :-</b>          [{proprietor's capital (for proprietorship firms)/ partners' capital (for partnership firms)/paid up capital (for companies) + free reserve} – intangible assets]</p> <p>If a proprietorship firm participates in tender, the proprietor's capital in the firm + free reserves – intangible assets may be considered to determine networth of the firm.</p>
(v)	IT PAN Card & TAN.
(vi)	<p>IT return of the recent financial year.</p> <p><b><u>DEFINITION OF RECENT FINANCIAL YEAR:</u></b>          When the NIT date is between April and September of a calendar year, the most recent financial year will mean the financial year ending March of the previous calendar year. When the NIT date is between October of a calendar year and March of the next year, the most recent financial year will mean the financial year in which October to December fall.</p> <p>Example: If date of NIT is in April 2019, the IT Return for 2017-18 is to be submitted and if the date of NIT is in November 2019, the IT Return for 2018-19 is to be submitted.</p>
(vii)	Certificate of Goods and Services Tax (GST) registration
(viii)	Duly signed cancelled cheque.
(x)	Declaration (As per format at <b>Appendix-I</b> ).

	<b>Off-line submission of</b>
(xiii)	Self certified copy of partnership deed or Memorandum of Association & Article of Association, as applicable, for the bidder concerned.
	<b>Submission of bid</b>
	Clicking on “ I agree” button to confirm having read and understood and agreed to all terms and conditions of the tender document, addendum, corrigendum, extension notice or any other communication including the sketch

**NOTE: TENDERERS ARE ADVISED TO NOTE THAT AWARD LETTER TO SUCCESSFUL BIDDER WILL BE ISSUED ONLY ON VERIFICATION OF ORIGINAL DOCUMENTS. IN CASE OF SUBMISSION OF FAKE DOCUMENTS, THE AWARD WILL BE CANCELLED AND EMD FORFEITED.**

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## ANNEXURE –VII

### Part – I: Techno-Commercial Bid

#### GENERAL INFORMATION TO THE TENDERERS

1. **Hoarding details:-**

As per **Annexure –II** of this tender document.

2. **Award:-**

Award letter will be issued in a single parcel for each cluster and on 'as is where is' basis. Under no circumstances, any of such clusters will be divided into parts to accommodate more than one agency.

3. **Eligibility Criteria of the Bidder:-**

3.1 Bonafide agencies having at least four years' experience ending March, 2019 in the field of advertisement on Street Hoardings under State / Central Government, State / Central Government undertaking, Statutory/ Autonomous bodies constituted under the Central / State statute/ Local Authority are eligible to participate in the tender.

3.2 Net worth of bidder at the end of the most recent financial year, certified by a Chartered Accountant indicating UDIN, should have a minimum networth of Rs one Crore.

3.3 The entity remitting the tender fee & EMD and submitting the bid must be the same entity.

3.4 The successful bidders will undertake the assignment with experienced contractor/LBS/Structural Engineer etc. to be associated with the agency.

3.5 The bidder should not have any dispute with Kolkata and Howrah Municipality and any Govt. agencies. No application from black listed agencies anywhere in India will be entertained.

3.6 Joint venture / Consortium is not allowed to participate in the tender.

4. **Inspection of sites:-**

Tenderers are advised to send their request for inspection before pre-bid meeting at the mail id [estate.tender@kolkataporttrust.gov.in](mailto:estate.tender@kolkataporttrust.gov.in). and indicate their contact details, sites to be inspected etc in the mail.

5. **Deemed inspection:-**

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

necessary for submission of offer.

**6. Query pertaining to bid:**

- (i) Tenderers may send advance queries to the aforesaid e-mail within the time before pre-bid meeting. 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 website.
- (iii) Besides, any other addendum, if issued, shall also be hoisted in the website and the same shall likewise become part and parcel of the tender document.
- (iv) Hence, prospective Tenderers are advised to visit the website (i.e. [www.msstcecommerce.com/auctionhome/KoPT/index.jsp](http://www.msstcecommerce.com/auctionhome/KoPT/index.jsp) & [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)) accordingly upto the date (or revised date, if any) of submission of tender.

**7. Tender Downloading:**

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

Tender Document has been hosted in the websites [www.msstcecommerce.com/auctionhome/KoPT/index.jsp](http://www.msstcecommerce.com/auctionhome/KoPT/index.jsp) & [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in). Interested bidders may download the tender document from these websites.

**(ii) For participation in the tender:-**

MSTC website shall have to be accessed only after registration as stated above. The intending bidder shall, thereafter, remit the tender fee and EMD individually for each site before submission of offer.

**8. Earnest Money:** As stated earlier at Annexure II and clause No. C under Annexure V.

**9. Forfeiture of Earnest Money:**

Any of the following will be sufficient ground for forfeiture of EMD.

- (i) In case the bidder withdraws the offer before expiry of the validity period.
- (ii) In case of non-acceptance of the allotment letter.
- (iii) In case of non-acceptance of the terms & conditions of the allotment letter.
- (iv) In case of deviation from any of the terms & conditions of the offer of lease till submission of Security Deposit along with adjustment of EMD with other dues or refund.
- (v) In case of non-remittance of all payment due before handover of the plot within the specified period.
- (vi) In case of furnishing any false / misleading / tampered information in the tender offer.
- (vii) In case of furnishing any false / misleading / tampered information before finalization of tender.
- (viii) In case of non submission of Price or non participation in re-bidding if necessary.
- (ix) In case of formation of Cartel or influencing bidders to abstain from participation in the Tender.

**10. 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.

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

As stated above in **Annexure VI**.

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

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

**13. Interruption of activities:**

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

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

**15. 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.

**16. Tests of Responsiveness:**

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

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

**17. Clarifications:**

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

18. **Confidentiality:**

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

19. **Acceptance to Port's offer of award:**

After finalization of the tender through e-tender-cum-e-auction, the offer of award will be made to the successful tenderer. The successful tenderer shall be required to formally accept the terms & conditions of the award letter and remit requisite amount as per **Terms of payment** within a period as will be specified in the said award letter, failing which the offer of award shall stand cancelled and the Earnest Money deposited by the tenderer shall stand forfeited.

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## ANNEXURE –VIII

### Part – I: Techno-Commercial Bid

#### CONDITIONS DURING CONTRCAT PERIOD

1. **Duration:-**

05 years from the date of handover of the hoarding sites without any option for renewal.

2. **Agreement & Registration:**

To be executed at the expense of the agency as per format to be provided after prebid meeting.

3. **Title of the Land:**

The right of Monopole Street Hoarding alongwith land underneath and rooftop hoarding along with the rooftop will remain in the hands of the Kolkata Port Trust and is not transferable under any circumstances.

4. **Description of the works:**

4.1 Rooftop hoardings should have base structure that will be suitable to withstand wind pressure and load of the hoarding. The same should be erected with due consideration of the safety and structural stability of the buildings. The supporting structure of these hoarding should not impair the existing roof treatment work.

4.2 The Civil Engineering Department of KoPT will have the right to advise the agencies during erection of structures for street and rooftop hoardings and thereafter at any point of time during the contract period for the sake of ensuring safety of structure. The Mechanical & Electrical Engineering Department shall similarly have the right to advise in respect of electrification at the sites. This shall, however, not absolve the agencies of their primary responsibilities in this regard as to safety aspects.

4.3 The agency will obtain the right to display advertisement on Monopole Street Hoarding /Rooftop Hoarding after the fulfillment of all clauses laid down in this tender document.

4.4 The agency will arrange to get electricity connection from the CESC Ltd. towards illumination of hoarding and pay all charges in this regard. They have to check the electrical fittings including proper earthing on regular basis.

4.5 The agency will obtain all necessary permission from KMC/ HMC and any other authority as may be required in this regard at their own cost.

4.6 The agency will abide by the Advertisement Policy of KMC/HMC amended from time to time and any such administrative order, circular, notification, G.O. etc. which will come into effect from time to time.

4.7 Deviation of advertisement area without prior permission of the KoPT will lead to cancellation of the contract with forfeiture of Security Deposit.

4.8 In the event of the area falling within the 'No Advertisement Zone' (in future), the Hoarding has to be removed forthwith.

4.9 Regular maintenance of Hoarding is mandatory.

4.10 KoPT shall not be responsible for damage or theft of the frames, structures, flexes, electrical fittings or any other material fixed at the site by the advertiser or for any temporary obstruction caused to the advertisement including pasting of posters etc by any person/political party. It shall be primary responsibility of the agency to safeguard and protect sites handed over to them by KoPT.

4.11 The structure will be either 'T' shaped or 'Flagged' shape depending on the location.

4.12 In case of double deck monopole street hoarding, the upper portion shall be utilized for commercial display and lower portion reserved for display of KoPT/ Govt. message.

## **5. Display of Advertisement:**

5.1 The advertisement area per Hoarding shall not exceed the limit as indicated in the list at **Annexure II**. However; the agencies are at liberty to reorient the hoarding face in a manner different from that indicated in the list of this tender document.

5.2 The specific parameters with respect to height and minimum ground clearance of the display should in no way cause inconvenience to the general public.

5.3 On each hoarding, the name of the allotted agency alongwith unit code number, period of allotment and allotment date, type of hoarding / display, KoPT premises No. & address, size with dimension, contract No. of the agency etc. are to be clearly mentioned. The same should be displayed at the right hand bottom corner of each hoarding in a conspicuous manner. In case any site is found without an information board, it shall be treated as an unauthorized site and penal action including removal of the site shall be taken.

5.4 The hoarding structure will have to be fenced with appropriate fabrication to maintain the aesthetic value of the hoardings.

5.5 The supporting structure shall have a non reflective finish to prevent glare. The device



structure shall be well maintained at all times. It shall be painted in colors that are consistent with the surrounding area.

5.6 The advertiser shall ensure that the advertisement displayed is not indecent/ obscene or otherwise offensive to good taste or against public sentiments or in contravention to the rules and regulations of KoPT, as amended from time to time. The decision of KoPT shall be final and binding on the agency.

5.7 When there is no such commercial display available to the hoardings, the hoardings should be covered up with white flex to maintain the aesthetic value of the city.

#### **6. Maintenance of site:**

The advertisement site shall be structurally sound and maintained in good and properly secured condition. The advertisement shall, at all times, be erected, fixed and retained in all respects conforming to acceptable standards and to the satisfaction of KoPT. The agency is required to keep the site clean & good-looking and may make means of beautification/environmental friendly provisions at the advertisement displayed/erected site area/surface or at other area within KoPT limit.

#### **7. Security Deposit (SD):-**

(i) The successful bidder would pay S.D. equivalent to 50% of the annual fee before allotment of the site.

(ii) The SD shall be refunded without interest after handing over vacant, unencumbered, peaceful possession of site to KoPT, subject to deduction of outstanding dues, if any on expiry or determination of the contract period.

#### **8. Transfer:**

No parting with right to display of hoardings will be allowed.

#### **9. Disputes:-**

The jurisdiction of appropriate courts in Kolkata **only** including Kolkata High Court.

#### **10. Indemnity:-**

The agency shall, at its own expenses, pay compensation for any injury, loss or reinstate and make good to the satisfaction of KoPT for loss or damage accrued to any property or rights of KoPT whatever, including KoPT's agents/servants/employees, or any third party arising out of or in any way in connection with the execution or purported execution of the Agreement and further, the agency 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.

**11. Surrender:-**

If any agency/company etc. desires to surrender any hoarding, the same can be done but no alternative site and refund / adjustment of the fees, charges etc. will be allowed.

The Security amount deposited and yearly advance paid to KoPT in this regard will be forfeited by the KoPT and KoPT will go for a re-allotment of the said hoarding location as per the decision of the authority. In that event, the surrendering agency is at liberty to take away its structure before fresh allotment of the site.

**12. Termination of Contract:-**

KoPT reserves the right to terminate the **contract** and cancel the Agreement (in case there is any agreement), if there is any breach of terms and conditions of **allotment** and/or the Agreement, by giving 3 months' notice. Yearly advance paid to KoPT shall, however, not be refunded.

**13. Essential services:-**

The agency should bear the cost of infrastructure required for the power connectivity/ water supply to their premises. After handing over possession of site and on being requested, KoPT will issue necessary NOC for the same.

**14. Statutory Clearances for all plots:-**

The agency must obtain all statutory clearances, as may be required under the law, from the Municipality/ Ministries/Departments/ Authorities concerned before commencement of use of the site and follow all safety norms as prescribed by the competent authorities.

**15. Terms of payment:-**

(i) The currency of payment shall be INR.

(ii) The successful bidder shall make full payment towards 1<sup>st</sup> year's advance fee including GST as well as Security Money (SD) within 30 days from the date of the receipt of award letter through A/c Payee Cheque/Pay Order drawn in favour of 'Kolkata Port Trust'/ payment gateway as may be advised by KoPT.

(iii) For next four years also, the payment has to be made in advance within 10<sup>th</sup> day of the commencement of the respective year. The commencement of the 1<sup>st</sup> year shall be the date of handing over the advertisement location for the intended purpose. The plea of non-receipt of bill shall not be entertained.

(iv) If the award letter is not accepted and requisite fee including taxes for the 1<sup>st</sup> year and / Security Deposit is/are not made within the stipulated date, KoPT will have the right to

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

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

(v) Possession of site will be made to the successful tenderer only after encashment of the cheque / draft or online payment, as the case may be, for the entire payable amount for the first year including SD.

(vi) In addition, it will be the sole responsibility of the agency to remit amount payable to the Municipality.

(vii) If it is found during handing over space for hoarding (street / rooftop) that one or more sites out of the cluster cannot be utilized for the intended purpose for any reason acceptable to KoPT, alternative space shall be provided. If the same cannot be resolved, the payable amount of the agency for the said cluster shall be proportionately reduced on the basis of actual area allotted out of total area for the cluster.

**16. Force Majeure:-**

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

**17. Termination of contract in the National Interest or in the interest of the public:**

KoPT reserves to the right to terminate the contract on six months' notice if the allotted site is required for the purpose of construction or carrying out of any works or otherwise for the development of the Port or by the Government in the National Interest or in the interest of the public using the same. The agency shall be at liberty to take away the structure.

**18. Compensation:-**

If the agency continues to occupy it unauthorisedly even after expiry of five years / termination/determination and despite receiving the notice thereof, the said agency shall be liable to pay compensation for wrongful use and occupation of the site at three (3) times the annual fee, till vacant possession is obtained by KoPT.

**19. Underground structure / service line:-**

In case any underground structure / service line (used/ unused / defunct) so far not known, emerges within the site at a subsequent date after handing over of the said site by KoPT, and poses unforeseen problem for the agency, KoPT will consider the same, if requested by the

agency, within the ambit of the tender terms and the law of the land, to alleviate the distress to the extent possible.

**20. Precaution:**

(i) The agency shall take all precaution to avoid any accident during display of Advertisement on Hoarding. The advertiser shall always be responsible for any injury or damage caused to or suffered by any person or property arising out of or relating to the display of the advertisement and the consequential claim or claims shall be borne by the advertiser who will also indemnify and safeguard KoPT in respect of any such claim or claims. The advertiser shall display the advertisement at the selected sites in a proper manner taking all precautions against electrocution/ collapse or breaking down of structures. KoPT shall not be responsible for any negligence, injury or casualty resulting from the installation, upkeep or removal of the advertisement including structure.

(ii) In case of narrow footpath, the board size should be adjusted as per available space of the footpath without encroaching public thoroughfare. However, the area of display will not be increased.

(iii) The agency should not be allowed to use substandard materials to ensure the safety of the citizens with utmost care.

**21. Penal Measure:**

The Bidder, if found involved in any kind of malpractices/violations of site including default in payment of fees, charges on advertisement or in case of violation of any terms and conditions mentioned herein or for violation of any provisions of the KoPT ACT/ regulations/ provisions, shall be liable for cancellation of the site and the agency and its Directors/ partners/ associates/ agents etc. will be blacklisted in participating in any advertisement related issues of KoPT. The decision of KoPT shall be final and binding to all. In case of any of the aforesaid violations, EMD/ Security Deposit shall be forfeited.

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## ANNEXURE –IX

### **Part – I: Techno-Commercial Bid**

#### **EVALUATION CRITERIA**

1. While quoting for any particular plot of this tender, the Token rent shall be displayed as Re 1/- on-screen in the Price Schedule format. The bidder shall enter “0” (zero) to proceed further.
2. Then the bidder shall only fill in the premium amount (lump sum) over Re 1/-. In other words, the bidder shall indicate and offer the extra amount over Re 1/- (tax component payable extra). It is impressed upon the bidder that bid without premium in the manner stated herein is an incomplete bid.
3. Immediately, the system shall display the final quoted annual rent (i.e. Re 1/- plus quoted premium) with taxes extra thereon.
4. No hard copy of filled in format of the Price Schedule shall be entertained in case of submission thereof to the office of KoPT and / or MSTC.
5. After the closing date of bid submission, e-auction shall take place with Re 1/- as the floor price for e-auction. Non participation in e-auction shall render the offer liable for cancellation – (Unit of increment of bid value during e-auction). During this auction, the increment for each counter bid shall be Rs. 5,00,000/-.
6. Price bids of the techno-commercially qualified bidders shall be opened after the e-auction is over.
8. The tenderer 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 tenderer.
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 and tax payable to Municipality 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. **For example, if the scheduled closing time is at 17.00 hrs and a bid is submitted at 16.54hrs, the e-auction will not close at 17.00 hrs but would be extended till 17.02hrs. Again, if a bid is received at 17.01 hrs, a further bid can be submitted till 17.09 hrs. This extension will go on till no bid is received for eight**

**whole minutes.**

12. In case of Tie in rates in the tender, rebidding (re-auction) will be invited from those bidders who have offered tied (and highest) Price Bid/Auction Bid with the tied Bid as the floor Rate. Notice period for such auction shall not be less than three days.

13. KoPT shall judge whether the highest received rate is fair and reasonable or not. If KoPT considers the highest bid less than acceptable, re-action may be conducted at KoPT's sole discretion and the bidders shall be bound to participate in the said e-auction process once again. For such re-auction, appropriate floor price shall be indicated by KoPT in the auction floor.

14. The techno-commercially qualified bidders shall be invited for e-auction and re-auction, if so held, through e-mail by KoPT/ MSTC atleast five days before the scheduled date of auction.

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## APPENDIX – I

### DECLARATION BY THE TENDERER

I (signatory of this undertaking) \_\_\_\_\_  
son/daughter of \_\_\_\_\_

\_\_\_\_\_ aged about \_\_\_\_\_ years, by faith  
\_\_\_\_\_ by occupation \_\_\_\_\_, residing at  
\_\_\_\_\_, do hereby solemnly affirm and declare as follows:

I/We am/are a citizen(s) of India;

I/We have not been removed/ dismissed from service/employment earlier;

I/We have not been found guilty of misconduct in professional capacity;

I/We am not an undischarged insolvent;

I/We have not been convicted of an offence;

I/We have 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 sites for hoardings through tender-cum-e-auction.

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.

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.....  
.....

Signature of the bidder with office seal  
Date:

Witness: -

Sl. No.	Name	Address	Signature
1			
2			



## **APPENDIX – II**

### **AGREEMNT FORMAT**

**TO BE UPLOADED AFTER PRE-BID MEETING**

## Appendix - III

### NETWORTH CERTIFICATE FOPR MAT

#### CA FIRM LETTER HEAD

#### Networth Certificate

**(Bidder to download, print, fill in completely, scan and then upload the same)**

To  
The Estate Manager (R&D)  
Kolkata Port Trust

This is to certify that the Networth of M/s.....(PAN.....) as on 31st March, 2018 is Rupees.....only.

We further certify that:

The computation of Networth has been computed as per Eligibility Criteria of the bidder vide clause No. (iv) of Annexure VI of tender bearing **N. I. T. No. ....** for allotment of sites for hoarding under Kolkata Port Trust. The aforesaid networth has been verified from the Balance sheet of the Financial Year **2017-18**. Thus, the undersignee/undersigned Chartered Accountant is confirming the correctness of the value indicated on this letter.

Place:.....

Date:.....

For (Name of the Chartered Accounting Firm)

UDIN

Name of the Partner / Proprietor

Signature of Bidder

Membership Number Rubber Stamp

Rubber Stamp

## APPENDIX – IV

### **CREDENTIAL CERTIFICATE FORMAT**

**Name of the organization with address  
and other contact details**

**TO WHOM IT MAY CONCERN**

**Letter No. ....**

**date.....**

This is to certify that M/s or Individual (as the case may be).....(NAME).....having address .....(ADDRESS).....was assigned by us on .....(DATE)..... for display of hoarding(s) at..... (PLACE / LOCATION).....

The said work has been satisfactorily completed/ is still going on satisfactorily (to mention as the case may be).

No penal action has been initiated / contemplated against the said agency as on date in connection with the aforesaid work.

Signature of the authorized person  
On behalf of the organization with stamp date  
And contact No. and e-mail id

#### **NOTE-**

**Credentials furnished in other forms shall also be accepted provided the documents together contain all the information as per the format. However, decision of KoPT as to acceptance of the credentials shall be final and binding and no request in this regard shall be entertained.**

## Appendix –V

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

15, Strand Road,  
Kolkata – 700 001

**Website: [kolkataporttrust.gov.in](http://kolkataporttrust.gov.in)**

Tender NIT No. KoPT/KDS/LND/37-2019 dated 23.08.2019

### **Part – II: Price Bid FORMAT**

#### **PRICE SCHEDULE (COVER- II)**

<b>Cluster No.</b> <i>[Indicated by the system]</i>	Tenderer to enter ‘0’ [As will be guided by the system on- line]	Token Rate [ Re 1/-] Shall be fed into the system **	Tenderer to insert Premium in Rs. [As will be guided by the system on- line]	Final quoted amount in price bid in Rs. [taxes extra] [III + IV]
I	II	III	IV	V

\*\*The Tenderer need not fill anything against this column. A token rate of Re 1/- is already fed into the system. The bidder is only required to fill in the amount of premium in INR above Re 1/- in column IV.

The final quoted amount in price bid shall be Re 1/- more than the amount of premium entered and will be displayed by the system automatically in column V.

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