

TENDER DOCUMENT

Cover Page

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

N.I.T. No. KoPT/KDS/LND/02/2015

For

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

- Tender sale date : Upto 06.07.2015
- Pre-bid meeting : At 12-00 noon on 06.07.2015 at the Conference Room of KoPT Head Office
- Submission of offer : Upto 11-30 hrs. on 13.07.2015
[No Bid will be accepted after 11-30 hrs on 13.07.2015 unless the due date is extended]
- Opening of techno-commercial offers : At 12-00 noon on 13.07.2015 at the Conference Room of KoPT Head Office
- For details : Log on to www.kolkataporttrust.gov.in

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

OFFER FOR PLOT No.....

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

NOTICE INVITING TENDER
N.I.T. No. KoPT/KDS/LND/02/2015

Name of work: "Allotment of different plots of land on long term lease of 30 years, *on 'as is where is' basis*, without renewal option, with or without minimum guaranteed traffic, on upfront or annual rent basis, to willing tenderers through tender-cum-auction"

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

Plot No.	Plot location (area in sq.m) [(As shown in Drawing No.)]	Reserve Annual Rent (excluding occupier's share of Municipal Tax on land & Service Tax) (In Rs.)	Purpose of lease	Reserve Minimum Guaranteed Traffic (in lakh tones per annum)	Eligibility criteria of the bidder	Valuation of structure to be paid by successful bidder to KoPT	EMD (in Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
A1	Area near 14 NSD, named Alifnagar Dump north side of Garden Reach Road including area earlier allotted to BSNL. (15,000) (2308.00 sq.mtr inside dock + 12692.00 sq.mtr outside dock) [the area is now partially inside Custom Bound area & proposed to be brought outside) [As shown in Drawing No. 9230-3-D-III- Alifnagar yard- Dump with areas of Dock & outside-Model]	99,54,126/-	Dry Bulk (coal, lime stone etc.) storage/ processing facility.	2.5	Bidder should be in the business of bulk cargo storage/ handling/ processing/ sales for not less than 3 years ending on 31.12.2014.	Valuation will be intimated during or before Pre-bid Meeting.	50 lac

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

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

TABLE – B 1 plot on long term lease of 30 years, with minimum guaranteed traffic to be quoted by the tenderer, on Annual Rent basis, for storage/processing of import/export cargo:

Plot No.	Plot location (area in sq.m) [(As shown in Drawing No.)]	Reserve Annual Rent (excluding occupier's share of Municipal Tax on land & Service Tax) (In Rs.)	Purpose of lease	Eligibility criteria of the bidder	Valuation of structure + cost of valuation, if any, to be paid by successful bidder (plus applicable tax) to KoPT	EMD (in Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
B1	Land at Budge Budge near Kali Temple (earlier allotted to IOCL – commonly known as Chitrganj terminal) (19,283.388) [Plan No.9265-BB-vacant land at Budge Budge-earlier IOC chitragunj-model]	22,77,816/-	Storage/ processing of cargo imported/ exported through KDS	The tenderer should be in business of import/export cargo (for which MGT is to be quoted) for at least 3 years, as on 31.12.2014	Rs.5,00,000/- + VAT @ 14.5%	37,96,359/-

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

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

TABLE – C 55 plots on long term lease of 30 years, on Annual Rent Basis, for various purposes:

Plot No.	Name of the plot of land	Area to be leased out (approx.) (in sq.m)	Reserve Annual Rent (excluding tax) (in Rs.)	Purpose of lease	Valuation of structure + cost of valuation, if any, to be paid by successful bidder (plus applicable tax) to KoPT (in Rs.)	EMD (in Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
C1	Land at the junction of Hide Road Extension and Transport Depot Road (Earlier Occupied by Glaxo Smithkline Pharmaceuticals Pvt. Ltd.) (drg. No. - 3908-1-D-II)	13010.00 (1 st Belt- 4203.5 & 2 nd belt-8806.5)	63,28,147/-	Any purpose in conformity with LUDCP (except Residential purpose) – i.e. *Business Building, Mercantile (Retail) Building, Institutional Building Educational Building, Assembly Building & Storage Building.	2,33,98,952 /- + valuation of Dev. Land to be mentioned during or before Pre-bid Meeting.+ VAT @14.5%	50,00,000/-
C2	Land and Godown at Hide Road (Earlier allotted to Voltas Ltd) (drg. No. - 8364-2-D-III)	6607.10 (1 st Belt- 4188.00 & 2 nd Belt – 2419.10)	16,12,084/-	-do-	1,96,68,500 /- + VAT @ 14.5%	26,86,807/-
C3	Land at Hide Road (earlier allotted to Brooke Bond India Ltd) (Drg. No. - 8121-3-D-III)	10712.31 (1 st Belt- 4789.37 & 2 nd Belt- 5922.94)	25,16,788/-	-do-	25869871/- + VAT @14.5%	41,94,646/-

C4	Land at Hide Road adjacent to Hide Road Play Ground (Drg. No. - 9150-1-D-III)	15,912.5 (1 st Belt - 3774.00 & 2 nd Belt- 12138.5)	41,13,205/-	-do-	19424000/- + valuation of Dev. Land & defunct Rly Tracks to be mentioned during or before Pre-bid Meeting. + VAT @14.5%	50,00,000/-
C5	Land underneath Hazardous Godown at Budge Budge. (Drg. No. - 8958-BB)	3262.85	3,76,350/-	-do-	24,04,545/- + VAT @14.5%	6,27,250/-
C6	Land at Shalimar, Howrah earlier allotted to M/s. Tirupati Industries. (Drg. No. - 8245-2-H)	689.99 (2nd belt)	1,76,555/-	-do-	Valuation will be intimated during or before Pre-bid Meeting.	2,94,259/-
C7	Land at Oil Installation Road earlier allotted to M/s. Arun Steel. (Drg. No. - 3901-1-D-III)	1st Belt – 3771.00, 2nd Belt – 1349.00	16,85,257/-	-do-	Valuation will be intimated during or before Pre-bid Meeting.	28,08,761/-
C8	Land at Ramkrishtapur Cross Road No. 1, Howrah, earlier allotted to Abdul Mazid Ibrahim Tungakar. (drg. No. - 9049-H)	772.619	1,85,233/-	-do-	Valuation will be intimated during or before Pre-bid Meeting.	3,08,722/-
C9	Land at Sonapur Road (earlier allotted to SAIL) (Drg No. - 8193-1-D-III)	66,939.287 (1 st belt – 16963.26 2 nd belt – 49976.027)	3,43,95,790/-	Container freight station	Nil	50,00,000/-

C10	Area just opposite to 13 KPD gate at Remount Road (as shown in drg. No. 8604-1-D-I)	3395.00 (1 st belt – 1794.00, 2 nd belt – 1601.00)	16,64,455/-	Any purpose in conformity with LUDCP (except Residential purpose) – i.e. *Business Building, Mercantile (Retail) Building, Institutional Building, Educational Building, Assembly Building & Storage Building.	Nil	27,74,092/-
C11	Land at Transport Depot Road (between Hindustan Lever, Simplex Concrete Piles (India) Ltd. & Roger Engineering Ltd.) (as shown in drg. No. 9262-D-II)	3745.00 (1 st belt : 899.00, 2 nd belt : 2846.00)	18,41,093/-	-do-	Nil	30,68,489/-
C12	Land at New Road (near Castrol Ltd.) (as shown in drawing no. 9268-D-III)	2725.00 (1 st belt)	13,29,458/-	-do-	Nil	22,15,763/-
C13	Land at New Road (near CDLB quarters) (as shown in drg. No. 8575-2-D-III)	5290 .00 (1 st belt)	29,67,984/-	-do-	Nil	49,46,640/-
C14	Land at New Road (near HPCL) (as shown in drg. No. 8760-D-III)	9619.699 (1 st belt)	53,97,186/-	-do-	Nil	50,00,000/-

C15	Area earlier occupied by Hind Dock at Timber Pond, Howrah (Drg. No. 8966-H)	7001.170 (High land 2850.937 + Low land 4150.233)	6,63,550/-	Ship building / repairing/ storage	NIL	11,05,917/-
C16	Area earlier occupied by Hind Dock at Timber Pond, Howrah (as shown in drg. No. 8972-H)	8248.47 (High land 3522.777 + Low land 4725.693)	7,86,663/-	Ship building / repairing/ storage	NIL	13,11,105/-
C17	Ground earlier allotted to Pally Mangal Samity at Remount Road. (As shown in drawing No. 8663-2-D-I)	7358.00 (1 st belt – 4941.19 2 nd belt – 2416.81)	37,21,423/-	Any purpose in conformity with LUDCP (except Residential purpose) – i.e. *Business Building, Mercantile (Retail) Building, Institutional Building, Educational Building, Assembly Building & Storage Building.	3,44,800/- + VAT @14.5%	50,00,000/-
C18	Area earlier occupied by NDDDB at Remount Road (near Remount Road Rly. Station). (Drg. No. 8096-3-D-I)	6784.334 (1 st belt – 3419.00, 2 nd belt – 3365.334)	33,08,154/-	-do-	57,340/- + VAT @14.5%	50,00,000/-
C19	Land at JJP (earlier occupied by Stewarts & Lloyds) As shown in drawing No. 9149-1-D-III)	16325.6 (1 st Belt 5636, 2 nd belt 10689.6)	69,37,533/-	-do-	69,82,000/- + valuation of Dev. Land & defunct Rly. Tracks to be mentioned during or	50,00,000/-

					before Pre-bid Meeting + VAT @14.5%	
C20	Land at erstwhile sales yard (as shown in drawing No. 8584-4-D-III)	38450.00 (1 st belt)	1,38,24,566/-	-do-	Valuation will be intimated during or before Pre-bid Meeting.	50,00,000/-
C21	Land at Taratala Road between plots of Garden Reach Shipbuilders and BSF (earlier allotted to Ship Repairers) (as shown in drawing No. 9141-1-D-III)	1666.70 (1 st belt - 967.60, 2 nd belt - 699.10)	5,76,034/-	-do-	2,20,000/- + Valuation of Dev. Land to be mentioned during or before Pre-bid Meeting if any + VAT @14.5%	9,60,056/-
C22	Land adjacent to mosque at Dhobitalao adjoining New Road from Paharpur Cooling Tower to Taratala Road. (as shown in drawing No. 9124-3-D-III)	5050.00 (1 st belt 4363.00 2 nd belt 687.00)	19,34,418/-	-do-	Nil	32,24,030/-
C23	Land at Harimohan Ghosh Road (earlier allotted to Chalia Rolling Mill) (As shown in drawing No. 6960-3-D-III)	2011.35 (1 st belt)	16,48,015/-	-do-	1,50,000/- + valuation of Dev. Land to be mentioned during or before Pre-bid Meeting + VAT @14.5%	27,46,692/-
C24	Vacant land at Budge Budge Road between plots of Vesuvius	4357.00 (2 nd belt – 4357.00)	10,21,263/-	-do-	75,750/- +VAT @14.5%	17,02,106/-

	India Ltd. and Pandit Kanahyalal Punj (earlier allotted to Bisleri) (as shown in drawing No.9286-2-D-II- vacant land at Budge Budge-Model)					
C25	Land at Sonapur Road in between the plots of JEM Pvt. Ltd. and R.M. Chatterjee & Brothers (as shown in drawing no. 8060-2-D-III)	1389.82 (1 st belt)	7,29,867/-	-do-	Nil	12,16,446/-
C26	Land at CGR Road on crossing of Dumayune Avenue (earlier Dock Hospital) (as shown in drawing No.9180-D-II)	4777.00 (1 st belt – 4085.00, 2 nd belt – 692.00)	25,69,352/-	Any purpose in conformity with LUDCP including Hospital / Diagnostic Centre/ Pathological lab/ Pharmacy etc. (except residential purpose)	29,65,732/- + VAT @ 14.5%	44,82,253/-
C27	Land at Taratala Road earlier occupied by Kumar Group (as shown in drawing No.9298-1-D-III)	2475.00 (1 st belt)	9,80,201/-	Any purpose in conformity with LUDCP (except Residential purpose) – i.e. *Business Building, Mercantile (Retail) Building, Institutional Building Educational Building, Assembly Building & Storage Building.	12,05,800/- + valuation of Dev. Land to be mentioned during or before Pre-bid Meeting if any + VAT @ 14.5%.	16,33,668/-

C28	Land at Taratala Road adjacent to earlier occupation of Kumar Group (as shown in drawing No. 9364-1-D-III)	800.00 (1 st belt)	3,43,712/-	-do-	Nil	5,72,853/-
C29	Land at Brooklyn Depot – erstwhile shed No.9 (as shown in drawing No. 9476-D-III)	5831.1 (1 st belt)	8,44,819/-	-do-	Valuation will be intimated during or before Pre-bid Meeting.	14,08,031/-
C30	Vacant land adjacent to LMJ Logistics at diverted CGR Road (as shown in drawing no. 9324-1-D-III)	1275.00 (1 st belt)	6,22,040/-	-do-	Nil	10,36,733/-
C31	Land at Oil Installation Road earlier occupied by M/s. M.S. Roadways as shown in drg. No. 8657-2-D-III)	2196.59 9 (1902.00 1 st belt, 294.599 2 nd belt)	9,66,378/-	-do-	3,81,000/- + valuation of Dev. Land to be mentioned on or before Pre-bid Meeting if any + VAT@14.5 %	16,10,629/-
C32	Vacant land on Gopal Doctor Road (as shown in drg. No. 9245-1-D-I)	Land 5796.60 (1 st belt: 16930.00, 2 nd belt : 4103.6)	16,02,868/-	-do-	1,73,423/- + VAT @14.5%	26,71,447/-
C33	Vacant land at Sonai in front of Sonai 'B' & 'C' Block. (as shown in drg. No. 8415-3-D-III)	7600.00 (1 st belt)	19,89,163/-	-do-	Valuation will be intimated during or before Pre-bid Meeting.	33,15,272/-

C34	Land at Oil Installation Road (Fabcon) (as shown in drg. No. 8371-2-D-III)	Land 477.71 (380.90 1 st belt, 96.81 2 nd belt)	2,46,123/-	-do-	1,50,000/- + VAT @14.5%	4,10,205/-
C35	Land at Remount Road opposite to Gate No. 13 KPD (as shown in drg. No. 9401-1-D-I)	1481.09 (2 nd belt)	5,57,714/-	-do-	7,37,520/- + VAT @14.5%	9,29,523/-
C36	Land at Taratala Rd/Phatepur earlier allotted to M/s. Burma Lime & Chemical Co. Ltd. (as shown in drg. No. 8179-2-D-III)	9698.11 (1 st belt 5708.65, 2 nd belt 3989.46)	36,75,368/-	-do-	9,45,500/- + valuation of Dev. Land if any to be mentioned during or before Pre-bid Meeting + VAT@14.5 %	50,00,000/-
C37	Land at Taratala Rd. earlier allotted to M/s. Scott & Saxby Ltd. (as shown in drg. No. 9148-1-D-III)	4877.00 (1 st belt 1905.00, 2 nd belt 2972.00)	16,89,340/-	-do-	5,80,650/- + valuation of Dev. Land to be mentioned during or before Pre-bid Meeting if any + VAT @14.5%	28,15,566/-
C38	Land erstwhile 'T' Shed at Kantapukur (Presently no shed is existing) (Drg. No. - 8838-1-D-II)	2507.00	8,01,399/-	-do-	1,30,000/- + VAT @14.5%	13,35,665/-
C39	Land at East side of Strand Bank Road, Cossipore earlier occupied by National Petroleum (8163-1-K)	126.250 (1st belt)	52,640/-	-do-	Valuation will be intimated during or before Pre-bid Meeting.	87,734/-

C40	Land at Chetla Station Yard. (9468-D-I)	292.00 (1 st belt)	70,006/-	-do-	2,00,000/- + VAT @ 14.5%	1,16,677/-
C41	Land at Transport Depot Road (Drg. No. 8153-D-II).	1 st belt - 1590.00, 2 nd belt - 1727.00	18,45,385/-	-do-	Nil	30,75,642/-
C42	Land at Transport Depot Road earlier allotted to M/s. BSNL (Drg No.- 8477-6-D-II)	18194.44 sq.mtrs. (1 st belt 5452 sq. mtrs. 2 nd belt 12742.44 sq. mtrs.)	85,05,529/-	-do-	Valuation will be intimated during or before Pre-bid Meeting.	50,00,000/-
C43	Land at Transport Depot Road adjacent to M/s. P.D.P International (Drg. No. - 9440-D-II)	645.00 (1 st belt)	4,84,669/-	-do-	Nil	8,07,781/-
C44	Corner Plot of Banstala Ghat Road & F.S Road, Ramkristopur, Howrah. (drg. No. 8801-1-H)	277.09 (1 st belt)	73,427/-	-do-	Nil	1,22,378/-
C45	Land at Chintamoni Dey Bathing Ghat earlier allotted to HMC, Howrah (Drg. No. - 8582-H)	390.19 (1 st belt)	77,985/-	-do-	Valuation will be intimated during or before Pre-bid Meeting.	1,29,975/-
C46	Land at River Side Road, Shibpur earlier allotted to Bhalotia Metal Manufacturing Co. Howrah (Drg. No. - 9473-H).	275.76 (1 st Belt)	1,67,310/-	-do-	Valuation will be intimated during or before Pre-bid Meeting.	2,78,851/-

C47	Land at Shalimar, beside siding no. 4, earlier allotted to Ram Kumar Rajendra Kumar, Howrah (drg. No. -9472-H)	150.503 (1 st belt)	41,834/-	-do-	Nil	69,724/-
C48	Land at Upen Banerjee Road (Off Taratala Road, Rector India) (Drg. No. - 8951-1-D-II)	6127.33 (2 nd belt)	21,26,620/-	-do-	Valuation will be intimated during or before Pre-bid Meeting.	35,44,366/-
C49	Land at Shalimar, beside siding no. 3, earlier allotted to Ram Kumar Rajendra Kumar, Howrah (drg. No. -9474-H)	351.73 (1 st belt)	129301/-	-do-	Valuation will be intimated during or before Pre-bid Meeting.	2,15,502/-
C50	Land at Hellen Keller Sarani. (Drg. No-9381-D-II)	554.00 (2 nd belt)	2,21,198/-	-do-	Valuation will be intimated during or before Pre-bid Meeting.	3,68,663/-
C51	Land at Sonapur Road earlier allotted to M/s. Ship Breakers Association. (Drg No. - 9469-D-II)	186.00 (1 st belt)	1,00,288/-	-do-	2,08,361/- + VAT @ 14.5%	1,67,146/-
C52	Land at Timber Pond, Howrah (Drg. No. 9471-H)	834.360 (high land) 499.645 (low land)	1,35,131/-	Ship repairing / Ship building/ storage	Nil	2,25,218/-
C53	Land connecting Taratala Road and Diverted CGR Road	508.00 (1 st belt)	16,55,332/-	Any purpose in conformity with LUDCP (except	Nil	27,58,887/-

	adjacent to Brooklyn Depot (Drg No. 8207-1-D-III)			Residential purpose) – i.e. *Business Building, Mercantile (Retail) Building, Institutional Building, Educational Building, Assembly Building & Storage Building.		
C54	Land at Sonai J block (Drg. No. - 8771-1-D-III)	4603.45 (1 st belt)	12,04,870/-	-do-	Valuation will be intimated during or before Pre-bid Meeting.	20,08,117/-
C55	Land at Santoshpur Road opposite to Nature Park (Drg. No. - 8063-4-D-II)	1138.00 (994.00 1 st belt + 144.00 2 nd belt)	4,56,591/-	-do-	Nil	7,60,985/-

- a) **“Educational Building”** that is to say any building used for school, college, library or day-care purposes as principal use involving assembly for instruction, education or recreation incidental to education;
- b) **“Institutional building”** that is to say any building or part thereof ordinarily providing sleeping accommodation for occupants and used principally for the purposes of medical or other treatment or care of persons suffering from physical or mental illness, disease or infirmity, care of infants, convalescents or aged persons and for penal or correctional detention in which the liberty of the inmates is restricted, such building shall include hospitals, clinics, dispensaries, sanatoria, custodial institutions and penal institutions like jails, prisons, mental hospitals and reformatories;
- c) **“Assembly building”** that is to say any building or part thereof where groups of people congregate or gather for amusement or recreation or for social,

religious, patriotic, civil, travel, sports and similar other purposes as the principal use. Such building shall include theatres, motion picture houses, drive- in-theatres, city halls, town halls, auditoria, exhibition halls, museums, skating rinks, gymnasiums, restaurants, eating houses, bars, hotels, boarding houses, places of worship, dance halls, club rooms, gymkhanas, passenger station and terminals of air, surface and other public transportation services, recreation piers and stadiums;

- **“Business building”** that is to say any building or part thereof used principally for transaction of business for keeping of accounts and records or for similar purposes. Such building shall include offices, banks, professional establishments, court houses if the principal function of such offices, banks, professional establishments or court houses is transaction of public business or keeping of books and records. Such building shall also include buildings or premises solely or principally used as an office or for office purpose;
- **“Mercantile building (retail)”** that is to say any building or part thereof used principally as shops, stores or markets for display or retail sale of merchandise or for office and storage of service facilities incidental thereto;

TABLE – D 2 Plots of Land on long term lease of 30 years, on upfront basis with first rights of refusal, for various purposes:

Plot No.	Name of the plot of land	Presently Occupied by	Area to be leased out (approx.) (in sq.m)	Reserve upfront (excluding tax) (in Rs.)	Purpose of lease	Valuation of structure + cost of valuation, if any (plus applicable tax) (in Rs.)**	EMD (in Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
D1	Land at C.G.R Road under M/s. ITC Ltd (Drg. No. 9475-D-III)	M/s. ITC Ltd.	21176.801 (1 st Belt – 3679.00 & 2 nd Belt - 17497.801)	11,89,31,724 /-	Any purpose in conformity with LUDCP (except Residential purpose) – i.e. *Business	Valuation will be intimated during or before Pre-bid Meeting.	1,31,58,580/-

					Building, Mercantile (Retail) Building, Institutiona l Building Educational Building, Assembly Building & Storage Building.		
D2	Land at Hide Road earlier allotted to M/s. ITC Ltd. (Drg. No. 9380-1-D- III)	M/s. ITC Ltd.	2776.592 (1 st belt- 1166.861, 2 nd belt- 1609.731)	97,72,427/-	-do-	1,28,56,48 8/- + VAT @ 14.5%	10,81,219/-

** The said valuation is to be paid by the successful bidder other than the present occupant, to the present occupant. In case, the present occupant becomes the successful t bidder by availing of the 'First Right of Refusal' or otherwise, the present occupant will not be required to pay the said valuation to any body.

TABLE – E 23 Nos. Land on long term lease of 30 years, on annual rent basis with first rights of refusal, for various purposes:

Plot No.	Name of the plot of land	Presently Occupied by	Area to be leased out (approx.) (in sq.m)	ReserveAn nual rental (excluding tax) (in Rs.)	Purpose & duration of lease	Valuation of structure + cost of valuation, if any (plus applicable tax) (in Rs.)	Value at column (7) to be paid by the successful bidder (other than the present occupant) to	EMD (in Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
E1	Land at Budge Budge (Drw. No. 9103-2-BB-Rajib Agarwal-Model)	Rajib Agarwal	9896.509	11,41,503/-	Storage/ handling of liquid bulk cargo 30 years	31,29,28,917/- + VAT @ 14.5%	Rajib Agarwal	19,02,505/-

E2	Land at Cossipore (Drg. No. 9131-K)	M/s. Chaturbhuj Hanumanmal.	421.59	2,02,151/-	Any purpose in conformity with LUDCP (except Residential purpose) – i.e. *Business Building, Mercantile (Retail) Building, Institutional Building, Educational Building, Assembly Building & Storage Building.	Struc - 19,00,080/- & Boundary Wall - 2,70,000/- + VAT @ 14.5%	M/s. Chaturbhuj Hanumanmal.	3,36,918/-
E3	Land at Transport Depot Road Drg. No.- 8749-D-II)	M/s. Krishnadaya Educational Research Academy.	Land- 5645.765 (1 st belt : 4694.00, 2 nd belt : 951.765)	39,27,044/-	-do-	1,64,23,063/- + VAT @ 14.5%	KoPT	65,45,073/-
E4	Land at Garagacha Road (Drg. No. 8090-D-II)	M/s. Gillanders Arbuthnot & Co. Ltd.	Land- 976.968 (1 st belt)	7,25,716/-	-do-	18,22,700/- + VAT @ 14.5%	M/s. Gillanders Arbuthnot & Co. Ltd.	12,09,527/-
E5	Land at Garagacha Road Drg. No.- 9051-2-D-II)	M/s. N. C. Shaw.	Land- 3278.36 (1 st belt- 1679.60, 2 nd belt- 1598.76)	18,55,418/-	-do-	3,41,89,103/- + VAT @ 14.5%	M/s. N. C. Shaw.	30,92,364/-
E6	Land at Chetla Road earlier allotted to M/s.	M/s. R. K. Udyog	488.117	2,03,522/-	-do-	6,20,000/- + VAT @ 14.5%	KoPT	3,39,203/-

	Spokes India Pvt. Ltd (Drg. No.- 8757-D-I)							
\E7	Land at CGR Road (Drg. No. 4201-D-I)	M/s. Kashi Estate Pvt. Ltd	88.3	43,079/-	-Do-	2,89,585/- + VAT @14.5%	KoPT	71,799/-
E8	Land at Oil Installation Road (Drg. NO. - 9360-1-D-III)	M/s. Mohan Motors Udyog Pvt. Ltd	6820 (1 st Belt- 5511.00 2 nd belt- 1309.00)	28,13,563/-	-do-	17,78,300/- + valuation of Dev. Land if any to be mentioned during or before Pre-bid Meeting + VAT @14.5%	KoPT	46,89,272/-
E9	Land at Taratala Road. (Drg. No. - 8457-2-D-II)	M/s. Pandit Kanahya Lal Punj.	Land- 12415.09 (1 st belt- 5624.5, 2 nd belt- 6790.59)	43,92,101/-	-do-	Struc - 103584512/- & Boundary Wall - 1950000/- + valuation of Dev. Land if any, to be mentioned during or before Pre-bid Meeting + VAT @14.5%	M/s. Pandit Kanahya Lal Punj.	73,20,169/-
E10	Land at Taratala Road (drg. No. - 9081-2-D-II)	M/s. Diamond Beverages Pvt. Ltd	Land- 7143.21 (1 st belt- 4572.00, 2 nd belt- 2571.21)	27,75,387/-	-do-	Valuation will be intimated during or before Pre-bid Meeting.	M/s. Diamond Beverages Pvt. Ltd	46,25,645/-
E11	Land at Taratala Road (Drg. No. - 9403-1-D-III)	M/s. Tractor India Limited.	8837.30 (1 st belt- 3674.00, 2 nd belt- 5163.30)	26,65,311/-	-do-	11,27,44,755/- + VAT @14.5%	M/s. Tractor India Limited.	44,42,185/-

E12	Land at Taratala Road (Drg. No. -9403-2-D-III)	M/s. Tractor India Limited.	1082.10 (2 nd belt)	2,53,640/-	-do-	1,38,05,245/- + VAT @ 14.5%	M/s. Tractor India Limited.	4,22,733/-
E13	Land at Taratala Road (Drg. No. - 9395-D-III)	M/s. Kaushik Global Logistics Ltd	1747.08 (1 st belt)	7,14,381/-	-do-	4,20,969/- + VAT @ 14.5%	KoPT	11,90,635/-
E14	Land at Transport Depot. Road (Drg. No. - 8668-2-D-II)	M/s. M. A. M. Kasani.	6269.371 sq.mtrs. (1 st belt 2286 sq. mtrs. 2 nd belt 3983.371 sq. mtrs.)	37,90,767/-	-do-	7,04,47,000/- + VAT @ 14.5%	M/s. M. A. M. Kasani.	63,17,945/-
E15	Land with structure at the junction of Oil Installation Road & Sonapur Road (Drw. No. 9405-1-D-III)	M/s. Sandip Bind Enterprise Pvt. Ltd	4111.6 (1 st Belt- 3520.00 & 2 nd Belt- 591.6)	24,11,712 /-	-do-	13,66,000/- + valuation of Dev. Land to be mentioned during or before Pre-bid Meeting if any + VAT @ 14.5%	KoPT	40,19,519/-
E16	Land at Hide Road (drw No. 9295-1-D-III)	Ambootia Tea Export Pvt. Ltd.	4494.64 (1 st Belt- 2498.71 & 2 nd Belt- 1995.93)	12,41,642/-	-do-	26918400/- + VAT @ 14.5%	KoPT	20,69,403/-
E17	Land at Timber pond, Howrah, (Drg. No.- 9421-H)	Bonar Brothers	1619.06 (High Land - 676.12, Low Land - 942.78)	3,64,842/-	Ship building/ repairing, storage	10,56,480/- + VAT @ 14.5%	Bonar Brothers	6,08,070/-

E18	Land at Ramkristo pur, Banstala Ghat Road, (drg. No. - 8181-2-H)	M/s. Van Guard Engg.	1122.58 (1 st belt)	1,95,099/-	Any purpose in conformity with LUDCP (except Residential purpose) – i.e. *Business Building, Mercantile (Retail) Building, Institutional Building, Educational Building, Assembly Building & Storage Building.	3766580/- + VAT @14.5%	M/s. Van Guard Engg	3,25,164/-
E19	Land at Banstala Ghat Road, Ramkrisht opur, Howrah (Drg. No.- 9252-H)	Radha Marble	401.55 (1 st belt)	69,787/-	-do-	Valuation will be intimated during or before Pre-bid Meeting.	KoPT	1,16,312/-
E20	Land at Ramkristo pur (Drg. No. 8868-H)	Iswar Nath Gupta	221.864 (1 st belt)	51,124/-	-do-	Valuation will be intimated during or before Pre-bid Meeting.	KoPT	85,206/-
E-21	Land at Cowes Ghat Road, Foreshore road (Drg. No. - 1873-H)	M/s. Mohanlal Maheswary	2777.80 (1 st belt)	7,35,907/-	-do-	Valuation will be intimated during or before Pre-bid Meeting.	M/s. Mohanlal Maheswary	12,26,512/-

E-22	Land at Shibpur earlier allotted to M/s. CESC Ltd. (Drg. No. LM-1880-H)	M/s. CESC Ltd.	1086.966 (1 st belt)	2,88,037/-	-do-	Valuation will be intimated during or before Pre-bid Meeting.	CESC	4,80,062/-
E-23	Land at Raj Narayan chowdhary Ghat Road, (drg. No. 9077-H)	Surya Nath Singh.	237.906 (2nd belt)	43,757/-	-do-	Valuation will be intimated during or before Pre-bid Meeting.	Surya Nath Singh.	72,929/-

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

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

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

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

3. **Tender Fee:**

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

3.1.1 For purchase of the tender document from the office of the Estate Manager:-

The **Tender Fee** (non-refundable) of ₹ 5,000/- (**Rupees five thousand only**) for each plot may be deposited in cash with the Treasurer, KoPT, against endorsement from the office of the Estate Manager, KoPT, on an application (alongwith a self certified photo-copy of PAN) of the intending tenderer.

3.1.2 For downloading the tender document from KoPT website:-

The **Tender Fee** (non-refundable) of ₹ 5,000/- (**Rupees five thousand only**) for each plot may be deposited in the form of **Banker's Cheque/Demand Draft** to be issued by any **scheduled bank of India** drawn in favour of '**Kolkata Port Trust**'.

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

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

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

4. **Earnest Money:**

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

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

5. **Refund of EMD of unsuccessful tenderer:**

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

6. Inspection of site:

Prospective tenderers are advised to contact Shri J. Sengupta, Suptdg. Engineer, at Cell Phone No. +91 96747 20088 in advance during office hours, regarding arrangement of site inspection. No cost incurred by the tenderers in preparing their offer or attending inspection of the site will be reimbursed by the KoPT.

7. Deemed inspection:

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

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

CONDITIONS OF TENDER

N.I.T. No. KoPT/KDS/LND/02-2015

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

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

- (a) The original Treasury Receipt of **Tender fee**, if already deposited in cash during purchase of the tender document from KoPT's office, or the original Banker's Cheque/Demand Draft towards the Tender fee, as stated in para 3 of Notice Inviting Tender (N.I.T.) of this tender document.
- (b) The original Banker's Cheque/Demand Draft for the **EMD** as stated in para 4 of N.I.T of this tender document.
- (c) Enclosed **APPENDIX –I** duly filled in, indicating particulars / details of the Tender Fee & Earnest Money.
- (d) Each page of this tender document including addendum (if issued pursuant to the pre-bid meeting or otherwise), notice etc. –duly signed and stamped as a token of having read all the pages and confirmation of having agreed to the same.

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

- Plot ‘A1’ as in Table ‘A’ of N.I.T. or
- Plot ‘B1’ as in Table ‘B’ of N.I.T. or
- any one of the plots as in Table ‘C’ of N.I.T. or
- any one of the plots as in Table ‘D’ of N.I.T. or
- any one of the plots as in Table ‘e’ of N.I.T. or

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

However, the other pages of the format for Price Schedule need **not** be enclosed.

- (e) Self Attested papers indicating profile of the tenderer (i.e. details of tenderer).
- (f) Self attested copies of documents to establish that the tenderer has fulfilled the eligibility criteria for the plot/ property concerned under Tables 'A' and 'B' of this tender document.
- (g) A declaration duly signed and stamped by tenderer indicating **proposed purpose** of lease of the plot/property.
- (g) Self Attested papers to indicate the status of the firm, name and designation of the proprietor / partners/ directors/major share holders etc. with profit sharing ratio and/or share holding pattern certified by concerned authorities or Chartered Accountant/Company Secretary.
- (h) Original **Power of Attorney** in favour of the person signing the tender document, if applicable.
- (i) **APPENDIX – II** attached with this tender document duly filled in, signed and stamped.
- (j) The scheme or plan of the cargo handling operation intended to be implemented by the tenderer against plot Nos. 'A1'and 'B1'', if land is allotted in his favour.
- (k) The self attested copy of the drawing for the particular plot out of the drawings uploaded separately alongwith this tender document. However, the self attested copy of other drawings need **not** be enclosed.
- (l) Self Attested Milestone chart as stated in Clause No.20 of the Conditions of Lease & Scope of Work, only against plot Nos. 'A1' and 'B1'.
- (m) Self attested copy of valid **Trade License**;

- (n) Self attested copy of **I.T. PAN Card/ TAN**;
- (o) Self attested copy of **Service Tax registration certificate**;
- (p) Self attested copy of **VAT registration certificate**;
- (q) Self attested copy of all pages of **Audited Balance Sheet and Profit & Loss Account** with Audit Report for the last three financial years ending on 31.03.2014. The audit report should bear the office stamp and signature of the auditor(s) concerned.
- (r) Self attested copy of **IT Return** of the last financial year i.e. 2013-14.
- (s) Self attested copy of valid **Professional Tax Challan**.
- (t) Self attested copy of **Partnership Deed** (in case the tenderer is a partnership firm) or self attested copy of **Memorandum of Association and Articles of Association/ Bye laws** along with certificate of incorporation (in case the tenderer is a company). This is not applicable for a proprietorship firm and in that event, the same is to be clearly stated by the proprietary firm participating in the tender.
- (u) Any other document, duly signed and stamped or duly filled in, signed and stamped, as may be indicated by KoPT in the website, if any, in the addendum or otherwise required to supplement any of the documents as per the above list is to be

[Non-submission of any of the aforesaid documents, if applicable, may lead to techno-commercial disqualification of the tenderer. If any of the aforesaid documents is not applicable for a particular tenderer, the same should be clearly mentioned (along with justification) in the forwarding letter of the Techno-commercial offer]

(ii) Price part [Cover – II] :-

The duly filled in format for Price Schedule & MGT against the plot Nos. 'A1' & 'B1' and only Price Schedule for remaining plots, without any overwriting and without any counter condition of any sort for the specific plot/property. Any condition imposed in 'Price Part' shall make the bid liable for outright rejection. No further reference in this regard from the tenderer concerned shall be entertained.

2. **Pre-bid meeting:**

A pre-bid meeting shall be held at the Conference Room of KoPT Head Office located at 2nd floor of the main building of Kolkata Port Trust Head Office at 15, Strand Road, Kolkata – 700 001 at 12-00 noon on 06.07.2015. In this connection, prospective tenderers may send advance queries to the Contact Officer [Shri J. Sengupta, Suptdg. Engineer, at Cell Phone No. +91 96747 20088, e.mail ID : jsengupta@kopt.in] by email/post. KoPT will be at liberty to amend the tender document and issue addendum, if needed, pursuant to such pre-bid meeting or otherwise. The same, if issued, shall ipso facto become part and parcel of the tender document and shall be hoisted in KoPT's website.

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

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

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

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

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

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

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

Inner Cover for plot.....

*(Mention specific plot No.- anyone from Tables 'A' or 'B' or 'C' or
'D' or 'E' of N.I.T.)*

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

Inner Cover for plot.....

(Mention specific plot/property No.- anyone from Tables 'A' or 'B' or 'C' or 'D' or 'E' of N.I.T.)

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

Outer Cover for plot.....

(Mention specific plot/property No.- anyone from Tables 'A' or 'B' or 'C' or 'D' or 'E' of N.I.T.)

N.I.T. No. KoPT/KDS/LND/02-2015

7. Submission of the tender:

The offers, sealed as stated above, shall have to be submitted in the designated tender box kept at the office of the Estate Manager, located at 5th floor of the Annexe building of Kolkata Port Trust Head Office at 15 Strand Road, Kolkata – 700061 within **11-30 hrs.** on **13.07.2015**. No tender received after the aforesaid scheduled time & date shall be considered and no request/communication from the end of any tenderer shall be entertained by KoPT in connection with late submission of bid.

8. Opening of techno-commercial part of the tender:

Techno-commercial part (Cover – I) of the Tenders will be opened at **12-00 hrs.** on **13.07.2015** at the Conference Room of KoPT Head Office at 15, Strand Road, in presence of the participating tenderers or their authorized representatives.

9. Interruption of activities:

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

10. **Contact Officer:**

Further details/clarification, if required, will be available from Shri J. Sengupta, Suptdg. Engineer, Estate Division, General Administration Department, KoPT (Cell No. +91 96747 20088).

11. **Right of acceptance:**

Kolkata Port Trust reserves the right to accept or reject any or all tenders without assigning any reason thereof.

12. **Offer Preparation Cost:**

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

13. **Forfeiture of EMD:**

13.1. For any of the plots, the tenderer shall have to quote **more** than the reserve upfront/ reserve Annual Rent, as the case may be. In the event of quoting less than or equal to the reserve upfront/ reserve Annual Rent, the tender will be liable to be cancelled and EMD of such tenderer shall be forfeited.

13.2 In addition to the above, the tenderers participating for the plots requiring fulfillment of MGT (i.e. plots under tables A & B), the tenderer concerned shall have to quote MGT as per following guideline, failing which the tender will be liable to be cancelled and in that event, EMD shall be forfeited:-

- a) For Plot 'A1' – the tenderer will have to quote more than the reserve MGT
- b) For Plot 'B1' – the tenderer will have to quote any MGT (more than 'zero')

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

14. Substitution, Withdrawal of Tender:

The tenderer may substitute or withdraw its offer after submission, provided that written notice of the substitution or withdrawal is received by KoPT before the Due Date and time of submission of offer i.e. 11-30 hrs. on 13.07.2015 or any extended date. No offer shall be substituted or withdrawn by any tenderer after the Due Date and time of submission of offer or any extension thereof.

15. Amendment of Tender Document:

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

16. Tests of Responsiveness:

- a) Prior to evaluation of Techno Commercial Part of the tender, KoPT will determine whether each offer is responsive to the requirements of the tender document. A tender shall be considered responsive if the tender: -
- i) is received by the due date (including extended period, if any).
 - ii) is signed, sealed and marked as stipulated in the tender document.
 - iii) is accompanied by requisite Tender fee and requisite EMD, as stipulated.
 - iv) is accompanied by all the forms and formats dully filled in/ executed, as the case may be.
 - v) contains all the information as requested in the tender document.
 - vi) does not show inconsistencies between the offer and the supporting documents.
 - vii) proposes no change in the offer as compared to the terms & conditions of the allotment, as detailed in this tender document or in the Standard Lease Deed Form.

b) **Clarifications:**

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

c) **Confidentiality:**

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

17. **Eligibility Criteria:** As stated in the N.I.T. of this tender document.

CONDITIONS OF LEASE & SCOPE OF WORK

N.I.T. No. KoPT/KDS/LND/02/2015

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

1. Plot details:

The allotment of each of the plots of land on 'as is where is' basis, will be on long term lease, without any option for renewal, on the conditions as follow:-

Plots under Table No.	Tenure of lease (in years)	whether with MGT clause	Whether on upfront or annual rent basis	Whether with first right of refusal
'A'	30	with reserve MGT	Annual rent basis	No
'B'	30	with MGT (but without reserve MGT)	Annual rent basis	No
'C'	30	No	Annual rent basis	No
'D'	30	No	Upfront basis	Yes
'E'	30	No	Annual rent basis	Yes

2. Gestation Period:

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

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

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

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

3.2 Dimension of vessels:-

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

- For Budge Budge, the max. dimension of vessel is 620 feet in LOA and 85 feet in beam.
- For KPD, the max. dimension of vessel is 515 feet in LOA and 70 feet in beam.

3.3 Unforeseen situation: For eventualities like de-commissioning of berths/jetties, problem in lock gates, shipping channel etc. leading to suspension / stoppage of operation for more than 15 consecutive days, due concession in MGT only for that affected period, on pro-rata basis, may be considered by KoPT on the merit of the case, if so applied / requested by the lessee. Normal bore tide restrictions at Budge Budge will, however, not qualify for any concession in MGT.

3.4 Force Majeure:

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

3.5 Commencement of MGT:

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

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

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

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

Format of Bank Guarantee is enclosed, marked as **APPENDIX –III**

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

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

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

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

3.10 Dock Permit (For Plots / Properties ‘A1’ & ‘B1’): Dock Permit shall be issued on chargeable basis for men, vehicles, tools, tackles, etc. as per procedures and rates, as applicable from time to time, required in connection with erection / commissioning of the cargo handling system within dock/Budge Budge Petroleum Wharves (BBPW) or in connection with operation and maintenance of the installed system during pendency of the lease. No permit will be required for accessing the land to be leased beyond the Customs bound area.

3.11 **Agreement:**

The lessee shall enter into an Agreement with KoPT, enumerating different terms and conditions of cargo and vessel operations where applicable, before taking over the land from KoPT (i.e. for plots A1 and B1).

3.12 Following payment shall be made in advance as per prevailing Scale of Rates:-

- vessel-related charges/dues before arrival of vessel and/or
- cargo-related charges before commencement of cargo operation.

3.13 **Movement of cargo:** Unless otherwise indicated by the tenderer, the movement of cargo is expected to be as under:-

- a) For plot 'A1'— with the help of trucks/dumpers. Trucks/dumpers may move through 9 NSD gate via the public thoroughfare or additionally through a dedicated **new** gate to be erected across the common boundary wall between NSD and the proposed leased land.

In the event of choosing the second option, the lessee would have to reimburse the one-time cost of erection of a new gate, as would be intimated by KoPT, and the recurring establishment cost of CISF on account of manning this new gate every month during the entire lease period. Besides, 15% extra will be added to the quoted annual rent as the demised plot will then be abutting more than 1 road.

It may be relevant to mention here that there are underground power lines laid by CESC and water supply pipe line laid by the KMC within the said plot of land.

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

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

4.1 No sub-lease/ subletting or parting with possession of the leased land will be allowed.

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

4.3 In case of transfer for plots under Tables 'A' & 'B' against payment of transfer fee and other charges/fees to be determined and terms to be stipulated by KoPT as per guidelines as may be in vogue at that point of time, the transferee shall have to fulfil the eligibility criteria of the instant tender for last 3 financial years preceding the proposed transfer. The transferee shall remain responsible for compliance of all terms & conditions of Agreement and lease deed including the conditions of MGT, for the balance period of lease.

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

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

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

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

5.3 Besides what has been stated above, in case any dispute remains unresolved, the same shall be under the jurisdiction of appropriate courts in Kolkata **only** including Kolkata High Court.

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

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

8 **Lease:**

- (i) Lease Period: 30 years without any option for renewal.
- (ii) Lease Deed: The lessee will be required to execute & register a Lease Deed in respect of the demised land at his own cost, after making all requisite payment related to the proposed lease of land.
- (iii) Preparation cost of Lease Deed -The lessee shall be required to pay **Rs 3,400/-plus service tax** to KoPT towards the cost of lease form and plans.
- (iv) Registration of Lease Deed:
 - a) The Lease Deed, after registration, shall remain in the custody of the lessor (i.e. KoPT).
 - b) The cost of preparing, stamping, executing and registering the Lease Deed as well as the cost of a counterpart or a copy thereof, if required by the lessee, shall be borne by the lessee.

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

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

9.1 A) **For plots to be allotted on upfront basis**

- (i) The successful bidder shall make full payment towards upfront including taxes and duties [Service Tax and occupier's share of Municipal Tax (KMC) on land only, and any other tax(es), if in vogue at the material time], security deposit (SD) as well as yearly token rent for the first year @ Re.1/- per sq. mtr. plus applicable taxes, within 30 days from the date of the offer letter for allotment, through A/c Payee Cheque/Pay Order drawn in favour of 'Kolkata Port Trust'.
- (ii) Yearly token rent @ Rs.1.02 per sq. mtr. with escalation @2% per annum plus applicable taxes, shall be paid in advance by the lessee, at the beginning of each year from 2nd year of lease onwards. If the rent bills are not received by the lessee within the 10th day of the month in which the rent bill is supposed to be raised every year,

duplicate bill(s) will have to be compulsorily collected by the lessee at their arrangement from the Bills Recoverable (BR) Section, Finance Department of Kolkata Port Trust at 15, Strand Road, Kolkata – 700 001 for the purpose of payment within the due date which shall usually be 15th day of the same month of that year (in case the 15th day is a holiday of the Trustees, the next working day shall be the maximum allowable period for such payment).

B) For plots to be allotted on Annual rent basis:

- (i) The successful tenderer shall make full payment towards 1st year's advance annual rent including taxes and duties [Service Tax and occupier's share of Municipal Tax on land only and any other tax(es), if in vogue at the material time] as well as security deposit (SD), within 30 days from the date of the offer letter for allotment, through A/c Payee Cheque/Pay Order drawn in favour of 'Kolkata Port Trust'.
 - (ii) Advance annual rent (after being escalated @2% per annum) plus applicable taxes, shall be paid in advance by the lessee at the beginning of each year from 2nd year of lease onwards. If the rent bills are not received by the lessee within the 10th day of the month in which the rent bill is supposed to be raised every year, duplicate bill(s) will have to be compulsorily collected by the lessee at their arrangement from the Bills Recoverable (BR) Section, Finance Department of Kolkata Port Trust at 15, Strand Road, Kolkata – 700 001 for the purpose of payment within the due date which shall usually be 15th day of the same month of that year (in case the 15th day is a holiday of the Trustees, the next working day shall be the maximum allowable period for such payment).
 - (iii) Rent Revision: The successful bidder shall be required to pay annual rent, as accepted/offered by him in the tender-cum-auction, for land/structure, which will bear an escalation @ 2% per annum every year on the amount of the preceding year, with an additional condition to review and re-fix the rent after every 5 years from the date of handing over of the land/structure to him. At the time of 5-yearly rent review and re-fixation for the plot concerned, if the annual rent as per the then prevailing updated SoR is found to be higher than the escalated rent payable at that point of time, the rate of rent as per the then prevailing updated SoR will be applied for the next 5 years, or end of lease period, whichever is earlier.
- 9.2 At the time of handing over possession of land, actual measurement will be taken and the lessee will be duty bound to pay upfront/annual rent on the basis of the actual measurement on pro-rata basis.

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

- **either** to charge interest @14.25% p.a for the delayed payment (i.e. after the stipulated date upto the date of payment (maximum period allowed for payment with interest may be **90 days** from the date of offer letter)
- **or** to cancel the offer by forfeiting the Earnest Money.

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

9.4 The valuation of existing boundary wall and existing structure, if any, shall also have to be paid by the successful tenderer within 30 days from the date of the communication in this regard, through A/c Payee Cheque/Pay Order to 'Kolkata Port Trust' or the ex-lessee, as indicated in the Tables. The calculation of valuation may be inspected by the tenderers at the office of Estate Manager under prior intimation to the Contact Officer.

9.5 Entire Municipal Tax on structure to be erected on the proposed leased land with KoPT's approval, if any, will also have to be paid by lessee –

- through KoPT as per the demand to be raised by KMC or Howrah Municipality (if the area is within KMC or Howrah Municipality area) or
- directly to Budge Budge Municipality (if the area is within Budge Budge Municipality).

9.6 **Interest:**

Delay in making payment of lease rent, Municipal tax, etc. (except what has been stated at para 9.3 above, shall attract interest thereon as per rate of interest in vogue (presently the rate of interest is 14.25% per annum as per prevailing Schedule of Rates).

9.7 The currency of payment shall be INR.

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

Items	Special Rate	Service tax	Occupier's share of Municipal Tax on land	Municipal Tax on structure
Basic cargo-related charges	5% on Wharfage	14% on (Wharfage + Special Rate)	0	0
Upfront for land at Kolkata	0	14% on quoted upfront	20.25% on quoted upfront	0
Token annual rent at Kolkata (where upfront is paid)	0	14% on token annual rent	20.25% on token annual rent	To be assessed by KMC and to be paid to KoPT for onward transmission
Annual rent at Kolkata	0	14% on quoted annual rent	20.25% on quoted annual rent	To be assessed by KMC and to be paid to KoPT for onward transmission
Annual rent at Howrah	0	14% on quoted annual rent	20.125% on quoted annual rent	To be assessed by HMC and to be paid to Municipality
Annual rent at Budge Budge	0	14% on quoted annual rent	To be paid directly to Budge Budge Municipality	To be assessed by BBM and to be paid to Municipality

9.9 Possession of land/structure will be handed over to the successful bidder only after receipt of payment (other than those to be made in the subsequent years) required to be made as well as receipt of Security Deposit, as stated above.

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

10. Security Deposit:

Table No.	Calculation of Security Deposit
A	(* Accepted tendered rate of annual rent + Service Tax + occupier's share of Municipal tax on land) x 2
B	(Accepted tendered rate of annual rent + Service Tax + occupier's share of Municipal tax on land) x 2
C	(Accepted tendered rate of annual rent + Service Tax + occupier's share of Municipal tax on land + total Municipal tax on structure, if any) x 2
D	(annual rent as deduced from the accepted tendered rate of upfront + Service Tax + occupier's share of Municipal tax on land + total Municipal tax on structure, if any) x 2
E	(Accepted tendered rate of annual rent + Service Tax + occupier's share of Municipal tax on land + total Municipal tax on structure, if any) x 2

The successful bidder shall remit Security Deposit through A/c Payee Cheque/pay order drawn in favour of 'Kolkata Port Trust' before taking over possession of land.

The amount of deduced annual rent would be [the upfront quoted by the successful bidder in the tender/auction divided by **15.0639** (the multiplying factor for arriving at the NPV at the discounting *G.Sec* rate of **7.79** per year)].

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

11. **Boundary Wall:** The lessee shall have to construct boundary wall around the demised land (as would be demarcated by Estate Division) at his own cost.

The portion of such boundary wall bordering ISPS Zone, if any, will have to be constructed by the lessee, as per specifications to be given by KoPT, and upto the satisfaction of Chief Engineer, KoPT. If there is any existing boundary wall around the demised land, the lessee shall pay the valuation (to be determined by empanelled valuer of KoPT) of the same to KoPT. Such valuation shall be binding on all the concerned parties.

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

13. **Way leave:** For installation of permanent pipelines/conveyors, other service lines etc. through KoPT estates outside the leased lands, way leave permission from Estate Manager, KoPT will have to be separately obtained for which way leave permission charges, supervision charges, road/land restoration charges (plus taxes), refundable security deposit etc shall have to be paid by the lessee.

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

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

15. **MINIMUM GUARANTEED TRAFFIC (MGT) (applicable for plot Nos. A1 & B1)**

15.1 The successful bidder shall ensure achieving year-wise Minimum Guaranteed Traffic committed for each type of cargo as offered in the Price Schedule (maximum three types), throughout the period of lease immediately on expiry of gestation period.

15.2 If the actual traffic handled in a year falls below the committed Minimum Guaranteed Traffic for any type of cargo, as offered in the Price Schedule, the lessee shall pay the amount equivalent to foreign rate of wharfage for that particular cargo as applicable, plus all taxes and duties, as prevailing on **31st** March of that year, for the shortfall quantity.

15.3 The lessee shall execute an irrevocable Bank Guarantee every year during the pendency of the lease in favour of Kolkata Port Trust, covering the value of applicable charges to the extent of the MGT. In case, the lessee fails to handle the committed Minimum Guaranteed Traffic for any type of cargo, as offered in the Price Schedule, the lessee shall pay the applicable charges for the shortfall in quantity within 15 days from the date of the communication, failing which the Bank Guarantee shall be encashed. In that case, it shall be the duty of the lessee to submit another Bank Guarantee of the required amount immediately and not later than 15 days from the date of communication of KoPT in this regard.

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

Type of dry bulk cargo	Committed MGT per year (in MT)	Wharfage as per extant SOR (in Rs. per MT)	Gross wharfage (including 5% Special rate and Service Tax, Education Cess and Higher Education Cess) (in Rs. per MT)	Total payable wharfage (including taxes)
Limestone	1,00,000	46.66	55.85	55,85,000/-
Rock Phosphate	2,00,000	81.65	97.73	1,95,46,000/-
Coking Coal	1,50,000	46.66	55.85	83,77,500/-
Total	4,50,000	—	—	3,35,08,500/-

(i) The lessee would submit Bank Guarantee for Rs. 3,35,08,500/-

(ii) In one year, the lessee handles 4.5 lac MT cargo (comprising 1 lac MT Limestone, 2 lac MT Rock Phosphate & 1.5 lac MT Coking Coal). Thus, the committed MGT is fulfilled for each type of cargo and hence, the commitment is fulfilled.

(iii) In another year, the lessee handles 6 lac MT cargo against committed 4.5 lac MT. However, the break up of this 6 lac MT is 3.5 lac MT Limestone, 1.5 lac MT Rock Phosphate & 1 lac MT Coking Coal. Thus, despite achieving (6.0 – 4.5) 1.5 lac MT in excess of the committed MGT, shortfall is recorded in respect of Rock Phosphate to the extent of (2.0 – 1.5) 0.5 lac MT and Coking Coal to the extent of (1.5 – 1.0) 0.5 lac MT. As a result, the lessee shall have to pay the amount equivalent to shortfall as calculated below:-

[(for Rock Phosphate 50,000 MT X Rs. 97.73 per MT) + (for Coking Coal 50,000 MT X Rs. 55.85 per MT)] = Rs. 48,86,500/- + Rs. 27,92,500/- = Rs.76,79,000/-

The lessee will pay Rs.76,79,000/- to KoPT towards shortfall of committed MGT.

15.5 The relevant wharfage charges as per Scale of Rates, applicable for plots under Table 'A' & 'B', may be seen from KoPT's website (www.kolkataporttrust.gov.in). It is relevant to mention here that no distinction shall be made between coastal and foreign cargo while calculating MGT. But, the payment for handling shall be made on the actual

quantum for the specific type (coastal / foreign) of cargo, as per Scale of Rates. However, for the sake of determining the monetary equivalent of MGT for the purpose of evaluation and shortfall from committed MGT for realization of equivalent sum, if any, relevant foreign wharfage rate only (with special rate and service tax) shall be considered.

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

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

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

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

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

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

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

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

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

Table Nos.	Tenure of lease	G. Sec rate in the 1 st week of June'15	Corresponding multiplying factor	Formula to calculate upfront
A, B, C and E	30 years	7.79	15.0639	Quoted annual rent x 15.0639

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

EVALUATION CRITERIA

N.I.T. No. KoPT/KDS/LND/02/2015

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

- d) The annual rent quoted by the ‘**Aggregate** H1 tenderer’ shall be the floor price for manual/oral auction.
- e) After manual/oral auction, the successful bidder will be the firm/person whose aggregate of the following will be the highest:-
 - (i) the NPV amount of the annual rent quoted in the **manual/oral auction** for the entire lease period and
 - (ii) the NPV amount of the wharfage corresponding to the MGT already quoted for the entire lease period less the gestation period, in the **Price Schedule** of the tender.
- f) In case, there is only one techno-commercially qualified tenderer, KoPT will accept annual rent and MGT, quoted in the **Price Schedule** of the tender.

6. For Plot under Table ‘B’:

- a) Only those bidders, whose techno-commercial offers are in order, would be considered as techno-commercially qualified, provided, the annual rent offered in the Price Schedule is more than the reserve annual rent given in Table ‘B’. Besides, in order to be techno-commercially qualified, Bidders will have to quote any amount above ‘zero’ towards MGT, as there is no reserve MGT.
- b) Price bids of those techno-commercially qualified bidders would be opened.
- c) The tenderer quoting the highest aggregate of
 - (i) the NPV amount of the annual rent to be quoted in the **Price Schedule** of the tender for the entire lease period and
 - (ii) the NPV amount of the wharfage corresponding to the MGT to be quoted for the entire lease period less the gestation period, in the **Price Schedule** of the tender,

shall be considered as the ‘Aggregate H1 tenderer’.
- d) The annual rent quoted by the ‘**Aggregate** H1 tenderer’ shall be the floor price for manual/oral auction.
- e) After manual/oral auction, the successful bidder will be the firm/person whose

aggregate of the following will be the highest:-

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

7. For Plots under Table 'C' and 'E':

- a) Only those bidders, whose techno-commercial offers are in order, would be considered as techno-commercially qualified, provided, the **Annual Rent** offered in the Price Schedule is more than the respective reserve Annual Rent given in Tables 'C', ' and 'E'.
- b) Price bids of those techno-commercially qualified bidders would be opened.
- c) The firm/person quoting the highest Annual Rent in the **Price Schedule** of the tender shall be considered as the 'H1 tenderer'
- d) The Annual Rent quoted by the 'H1 tenderer' shall be the floor price for manual/oral auction.
- e) After manual/oral auction, the successful bidder will be the firm/person who will quote the highest Annual Rent.
- f) In case there is only one techno-commercially qualified tenderer, KoPT will accept Annual Rent quoted in the **Price Schedule** of the tender.

8. For Plot under Table 'D':

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

- b) Price bids of those techno-commercially qualified bidders would be opened.
- c) The firm/person quoting the highest Upfront in the **Price Schedule** of the tender shall be considered as the 'H1 tenderer'
- d) The Upfront quoted by the 'H1 tenderer' shall be the floor price for manual/oral auction.
- e) After manual/oral auction, the successful bidder will be the firm/person who will quote the highest Upfront.
- f) In case there is only one techno-commercially qualified tenderer, KoPT will accept Upfront quoted in the **Price Schedule** of the tender.

9. For plots under Tables 'C', 'D' and 'E' : If the purpose indicated by tenderer in the tender paper is weigh bridge and/or petrol pump, or any other purpose which attracts 3.5 times rate of SoR, then the reserve upfront/ annual rent would be 3.5 times of the reserve upfront/ annual rent calculated at the base reserve rate. EMD, in that case, shall be 3.5 times of the EMD amount indicated in this tender documnet.

10.1 The existing occupants of plots under Tables 'D' and 'E' [whose names have been shown in column (3) of those Tables] may avail of 'First Right of Refusal' [i.e. even if those present occupants 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 annual rent/upfront quoted by the H1 bidder and if they outbid the same, they would become the successful bidder], if they do not have any breach on the day of opening the price bid. In case, the present occupant fails to reply within the stipulated period or communicates his inability to outbid the annual rent/upfront quoted by the H1 bidder in the auction, he will have to hand over possession of the land (along with structure, if any) being tendered out, to KoPT, within 3 months from the date of expiry of the aforesaid time frame or from the date of communication of the existing occupant refusing to outbid the annual rent/upfront quoted by the H1 bidder, whichever is earlier.

10.2 In case of many existing/ex. Lessees, the aggregate of

- (a) the period of the proposed lease (i.e. 30 years) and
- (b) the period so far enjoyed by the existing/ex lessee,

would be more than 30 years. As per the extant Land Policy Guidelines of the Ministry, KoPT is bound to obtain approval of the Ministry before allotment of land where cumulative lease period

(i.e. existing/expired lease period + proposed lease period) is more than 30 years. Accordingly, for allotment of land in favour of any existing/ex. lessee proposal would be forwarded to the Ministry after finalization of the tender, if that existing/ex. lessee becomes the successful tenderer with or without exercising the first right of refusal. In that event, such existing/ex. lessee, as a tenderer, would automatically be bound to extend the validity period of the offer, if required, and also accept any addition / alteration of the terms of the tender, if made by the Ministry and communicated to KoPT in its approval.

FORMAT FOR PRICE SCHEDULE & MGT

For Plot under Table A

(Price schedule Table – A)

Plot No.	Plot Location (Area in sq.m)	Reserve Annual Rent (excluding occupier's share of Municipal Tax on land, Service Tax) (in Rs.)
A1	Area near 14 NSD, named Alifnagar Dump including area earlier allotted to BSNL (15000) [the area is now partially inside Custom bound area & proposed to be brought outside]	99,54,126/-

1) **Annual Rent**

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

2) **Minimum Guaranteed Traffic (MGT) above 2.5 lakh tonnes per year from 3rd year onwards till the end of the lease period.**

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

Evaluation =

Annual rent as quoted in (1) above X 15.0639

+

NPV for 28 years of the amount in Rs. corresponding to wharfage charges (as detailed in this tender document) for each offered cargo against MGT in table (2) above [Note: Here the multiplying factors for converting to NPV shall be **10.45** for MGT]

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

Witness

Name :
Signature :
Address :

FORMAT FOR PRICE SCHEDULE & MGT

For Plot under Table A

(Price schedule Table – A)

Note :

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

FORMAT FOR PRICE SCHEDULE & MGT

For Plot under Table B

(Price schedule Table – B)

Plot No.	Plot Location (Area in sq.m)	Reserve annual rent (excluding occupier's share of Municipal Tax on land, Service Tax) (in Rs.)
B1	Land at Budge Budge near Kali Temple (earlier allotted to IOCL – commonly known as Chitrganj terminal) (19,283.388) [Plan No.9265-BB-vacant land at Budge Budge-earlier IOC chitragunj-model]	22,77,816/-

1) Annual Rent

Plot No.B1	Plot No.B1	
Annual Rent offered (in Rupees) excluding service tax and Municipal Tax on land (to be quoted above the reserve annual rent as mentioned in Table 'B')	Amount to be quoted in figure (excluding tax) (in Rs.)	Amount to be quoted in word (excluding tax) (in Rs.):

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

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

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

Evaluation =

Annual rent as quoted in (1) above X 15.0639

+

NPV for 28 years of the amount in Rs. corresponding to wharfage charges (as detailed in this tender document) for each offered cargo against MGT in table (2) above [Note: Here the multiplying factors for converting to NPV shall be. **10.45** for MGT]

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

Witness

Name :
Signature :
Address :

FORMAT FOR PRICE SCHEDULE & MGT

For Plot under Table B

(Price schedule Table – B)

Note :

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

FORMAT FOR PRICE SCHEDULE & MGT

for Plot under Table C

(Price schedule Table – C)

Upfront lease rental

Plot No. (<i>Mention specific plot No. , i.e. any one from Table 'C'</i>)	PLOT NO	
Annual Rent offered (in Rupees) excluding service tax and Municipal Tax on land (to be quoted above the reserve annual rent as mentioned in Table 'C')	Amount to be quoted in figure (excluding tax) (in Rs.)	Amount to be quoted in word (excluding tax) (in Rs.):

Evaluation = Annual Rent as quoted above

Witness

Name :

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

Signature :

Note :

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

FORMAT FOR PRICE SCHEDULE & MGT

for Plot under Table D

(Price schedule Table – D)

Upfront lease rental

Plot No. (<i>Mention specific plot No. , i.e. any one of 'D1' or 'D2'</i>)	PLOT NO	
Upfront offered (in Rupees) excluding service tax and Municipal Tax on land (to be quoted above the reserve upfront as mentioned in Table 'D')	Amount to be quoted in figure (excluding tax) (in Rs.)	Amount to be quoted in word (excluding tax) (in Rs.):

Evaluation = Upfront as quoted above

Witness

Name :

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

Signature :

Note :

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

FORMAT FOR PRICE SCHEDULE & MGT

for Plot under Table E

(Price schedule Table – E)

Upfront lease rental

Plot No. (<i>Mention specific plot No. , i.e. any one from Table 'E'</i>)	PLOT NO	
Annual Rent offered (in Rupees) excluding service tax and Municipal Tax on land (to be quoted above the reserve annual rent as mentioned in Table 'C')	Amount to be quoted in figure (excluding tax) (in Rs.)	Amount to be quoted in word (excluding tax) (in Rs.):

Evaluation = Annual Rent as quoted above

Witness

Name :

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

Signature :

Note :

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

APPENDIX - I

**Format for Tender Fee and Earnest Money deposited for participation in the tender
bearing N.I.T. No. KoPT/KDS/LND/02/2015**

.....

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

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

(Signature of the tenderer with stamp)

APPENDIX - II

FORMAT OF UNDERTAKING TO BE SUBMITTED BY THE TENDERER

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

- I/We am/are a citizen(s) of India;
- I/We have not been removed/ dismissed from service/employment earlier;
- I/We have not been found guilty of misconduct in professional capacity;
- I/We am not an undischarged insolvent;
- I/We have not been convicted of an offence;
- I/We have read and understood the terms and conditions contained in the tender No. KoPT/KDS/LND/..... and all applicable addenda;
- I/We agree to all the terms and conditions contained in the tender No KoPT/KDS/LND/,,,,,,, and all applicable addenda ;
- I/We have not concealed or suppressed any material information, facts and records and
- I/We have made a complete and full disclosure.
- I/We have not been delisted/debarred/blacklisted by any Govt. Ministry/ Department / PSU/ Autonomous Body/ Local Authority in connection with our business with them in any manner whatsoever, during last 5 years.

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

Dated:

Signature.....

Name.....

Address.....

.....

SEAL OF THE TENDERER:

APPENDIX -III

BANK GUARANTEE FOR MINIMUM GUARANTEED TRAFFIC (MGT)

To
The Board of Trustees
For the Port of Kolkata

BANK GUARANTEE NO. DATE.....

Name of Issuing Bank

Name of Branch

Address

.....

In consideration of the decision of Board of Trustees for the Port of Kolkata (KoPT), a Body Corporate, duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963) [hereinafter referred to as the Trustees'] to grant lease for 30 years in respect of land measuring about sq.m. situated at

.....

..... comprised under plate No. to M/s.

..... having its Registered Office at

....., (hereinafter referred to as "the Lessee") with a

precondition for execution of a Bank Guarantee for a sum equivalent to the charges

for Minimum Guaranteed Traffic (MGT) in pursuance of the Terms and

Conditions as contained in Notice Inviting Tender bearing No.

KoPT/KDS/LND/....-2015 and offer letter bearing No. dated

..... AND IN CONSIDERATION of the existing KoPT's scale of rates,

the quantum to be covered by such Bank Guarantee is Rs..... (

Rupeesonly) as security in the event of failure

on the part of lessee to fulfil the condition for handling the said Minimum Guaranteed Traffic(MGT).

2. We, Bank, Branch, Kolkata, do, on the advice of the M/s. (Lessee) hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....

3. We, Bank, Branch, Kolkata, further agree that if a written demand is made by the Trustees through any of its Officials for honouring the Bank Guarantee constituted by these presents, weBank,Branch, Kolkata shall have no right to decline to encash the same for any reason whatsoever and shall encash the same and pay the sum so demanded to the Trustees within 72 (Seventy two) hours from the date of such demand, by an Account Payee Banker's Cheque drawn in favour of 'Kolkata Port Trust', without any demur. Even if, there be any dispute between the Lessee and the Trustees, this would be no ground for us (Bank Name & Branch) to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that if we.....Bank, Branch, Kolkata decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid, the same shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the Lessee.

4. We,..... Bank, Branch, Kolkata, further agree that a mere demand by the Trustees at any time and in the manner aforesaid, is sufficient for us to pay the amount covered by the Bank Guarantee in full and in the manner aforesaid and within the time stipulated hereinabove without any reference to the Lessee and no protest and/or dispute by the Lessee made either directly or indirectly or through Court, can be valid ground for us, Bank, Branch, Kolkata, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

5. We, Bank, Branch, Kolkata, further agree that the Bank Guarantee herein contained shall remain in full force and effect upto the claim period of this Bank Guarantee (date of expiry of the Claim period is three months beyond the expiry of the validity period of the Bank Guarantee) and that it shall continue to be enforceable till the Trustees certify that the terms and conditions of the said offer by the lessee have been fully and properly observed/ fulfilled by the Lessee and accordingly, the Trustees shall have discharged the Bank Guarantee, subject to not later than the claim period of the Bank Guarantee.

6. We BankBranch, Kolkata further agree that without our consent and without affecting in any manner our obligations as contained herein, the Trustees shall have the fullest liberty to vary from time to time, any of the terms and conditions of the said offer for the lease and to extend the time for full performance of the said offer for the lease including fulfilment of all obligations under the said offer for the lease or to postpone for any

time or from time to time any of the powers exercisable by the Trustees against the Lessee and to forbear or enforce any of the terms and conditions relating to the said agreement and we, Bank..... Branch, Kolkata shall not be relieved from our liability by reason of any such variation or extension being granted to the Lessee or for any forbearance, act or omission on the part of the Trustees or any indulgence by the Trustees to the Lessee or by any such manner or thing of whatsoever nature, which under the law relating to the Sureties would, but for this provision, have effect of so relieving us, Bank..... Branch, Kolkata.

7. NOW ALL MEN KNOW BY THESE PRESENTS that we, Bank, Branch, Kolkata, do hereby specifically agree:

7A. THAT any time granted, concession or indulgence shown on the part of the Trustees' towards the lessee shall not prejudice the rights and obligations of the parties under these presents.

7B. THAT this guarantee hereinbefore contained shall not be affected by any change in constitution of the Bank or of the lessee in any way.

7C. THAT any account settled between the Trustees and the lessee shall not be questioned by the Bank in any manner whatsoever.

7D. THAT the expression "Bank" and "lessee" hereinbefore used shall include their respective successor, legal representatives and assigns.

7E. THAT the Bank lastly undertakes not to revoke the Bank Guarantee during its currency, except with the previous consent of the Trustees in writing.

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the bank. Any invocation of guarantee can be made only by the beneficiary directly.

Notwithstanding anything contained hereinabove:

(a) Our liability under this bank guarantee shall not exceed Rs.....(Rupeesonly).

(b) This bank guarantee shall be valid upto

(c) The claim period of this Bank Guarantee expires three months beyond the expiry of the validity period, i.e. on

(d) We are liable to pay the full guaranteed amount under this bank guarantee only and only if you serve upon us a written claim or demand on or before expiry of the Claim period of this Bank Guarantee i.e.(date).

IN WITNESS WHEREOF, I the
..... Manager/Sr. Manager FOR AND ON BEHALF OF
..... BANK, BRANCH
have signed this Deed of Guarantee on the day, month and year above written.

Signed, Sealed and Delivered Signature

by the Bank Name

Branch..... at Designation

Kolkata in presence of (Duly Constituted Attorney
for and on behalf of)

1. Bank.....

Branch.....

2. Kolkata

(Official seal of the Bank)

APPENDIX –IV

Miscellaneous Lease,

Land. Long Term

Company.

(.....)

(Original)

THIS INDENTURE dated this..... day of.....

.....Two thousand fifteen and made BETWEEN THE BOARD OF TRUSTEES OF THE PORT OF KOLKATA (KoPT), a body corporate, constituted under the Major Port Trusts Act, 1963 (No.38 of 1963) (hereinafter called the “TRUSTEES” which expression shall where the context so admits include their successors-in-office and assigns) of the ONE PART AND M/s (hereinafter called the “LESSEE” which expression where not repugnant to the context shall be deemed to include their successors and permitted assigns) of the OTHER PART WITNESSETH AS FOLLOWS:-

WHEREAS, a tender was floated, vide NIT No. KoPT/KDS/LND/....., for allotment of different plots to the successful tenderers for the respective plots of land.

AND WHEREAS, M/s participated for allotment of one of the plots measuring about sq. mtr. in that tender.

AND WHEREAS, M/s was selected as the successful tenderer for that plot through the said tender against *upfront of Rs./- and Minimum Guaranteed Traffic (MGT) ofM.T. of per year.*

AND WHEREAS, offer letter was issued to M/s , vide KoPT’s letter bearing No.dated

AND WHEREAS, M/s accepted the said offer letter, vide their letter bearing No. nil dated 19.08.2014.

AND WHEREAS, the purpose of the lease for plot of land measuring about sq. mtrs offered vide tender NIT No. KoPT/KDS/LND/.....is “.....(purpose)”.

AND WHEREAS, the said plot of land measuring aboutsq. mtrs is morefully described in the Schedule hereunder written as SCHEDULE – A.

AND WHEREAS, the lessee paid Rs./- towards upfront for the plot.

NOW THIS INDENTURE WITNESSETH it is hereby agreed by and between parties hereto as follows:-

In consideration of the rents and covenants on the part of the Lessee hereinafter reserved and contained the Trustees hereby demise unto the Lessee for the Purpose of “.....” and ALL THAT piece of land described in the Schedule ‘A’ hereto and more particularly delineated on Plan No. LM – hereto annexed and thereon shown in green border TOGETHER WITH all ways, passages, drains, water-courses, rights, easements and appurtenances to the said land belonging or therewith usually held and enjoyed (hereinafter called the demised land) TO HOLD the demised land unto the Lessee for the term of 30 [thirty] years with effect from day of, 201....., without any option of renewal, next ensuing YEILDING AND PAYING therefor unto the Trustees a non-refundable and non-adjustable one time upfront of Rs/- only including municipal tax on land and service tax, education cess etc. and during the said term, the yearly rent of Re.1.00 (Rupee one) only per square metre with escalation @2% per annum plus applicable taxes and such rent shall be paid at the Trustees’ Head office, now situated at 15, Strand Road, Kolkata or at the Bank and Branch specified by Kolkata Port Trust, within the due date as may be specified in the yearly rent bill during the period of the lease on the condition that the lessee shall fulfil the obligation of Minimum Guaranteed Traffic (MGT) ofMetric tons of pulses per annum. Without prejudice to KoPT’s rights and contentions to collect wharfage and other operational related charges, only token yearly rent, municipal tax on structure, occupier’s share of municipal tax on land and service tax etc. on all the components, if any, as per tender terms as mentioned hereinbefore is payable in the subsequent years of lease, so far as land leasing is concerned. If the rent bills are not received by the lessee within the 10th day of the month in which the rent bill is supposed to be raised every year, duplicate bill(s) will have to be compulsorily collected by the lessee at their arrangement from the Bills Recoverable (BR) Section, Finance Department of Kolkata Port Trust at 15, Strand Road, Kolkata- 700 001 for the purpose of payment within the

due date which shall usually be 15th day of the same month of that year (in case the 15th day being a holiday of the Trustees, the next working day shall be the maximum allowable period for such payment). PROVIDED ALWAYS and it is hereby agreed that if the Trustees shall at any time during the said term consider that the demised land or any part thereof is required for the purpose of the construction or carrying out of any works or otherwise for the developments of the Port or for national interest using the same and shall be desirous on any of these grounds of determining this present lease and in that event, shall give at least six months' prior notice in writing to the Lessee, then and in such case, immediately on the expiration of the period as mentioned in the said notice, this present lease and everything herein contained shall cease and be void but without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition herein contained and subject to the provision hereinafter contained as to the buildings, if any, on the said land at the time of such determination and the Lessee shall have no claim against the Trustees for such earlier determination of this lease as aforesaid.

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

(1) THAT the Lessee shall during the continuance of the term hereby granted pay the said rents hereinbefore reserved and made payable at the times and in the manner at and in which the same are hereinbefore reserved and made payable without any deduction.

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

(3) AND also that the Lessee shall not at any time during the said term without the licence in writing of the Trustees first had and obtained erect any building or other structural works on the demised land or make any alteration or addition whatsoever in or to any building which may hereafter be erected on the demised land with such licence as aforesaid. Provided however, and it is distinctly stipulated and agreed that no

application for the grant of such licence will be entertained by the Trustees, unless they are satisfied that the proposed structures or buildings have bearing on the purpose for which the Lessee is taking lease of the demised land and the period of the lease and in this respect, the decision of Trustees shall be final and conclusive.

(4) AND also that the lessee shall not at any time during the said term without such licence as aforesaid open work or dig any quarries for clay, gravel or sand, in, upon or under the demised land PROVIDED THAT the Lessee shall be at liberty to dig pits and make other excavation for the purpose of foundations for permanent buildings, the erection of which may be licensed as aforesaid.

(4A) AND also that the lessee shall faithfully observe and follow all laws, rules, regulations and notifications whatsoever governing the use of the demised land and structures, if any, built thereon.

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

(6) AND also that subletting, underletting of the aforesaid premises will not be allowed. However, the lease will be transferable on payment of transfer fee and observance of other stipulations of Kolkata Port Trust and directive of Central Government then in vogue. In case of transfer, the transferee shall have to fulfil the eligibility criteria for last 3 financial years preceding the proposed transfer. The transferee will remain responsible for compliance of all terms & conditions of Agreement including the conditions of MGT, for the balance period of lease.

(6A) AND also that the Lessee will not offer the demised land or any portion thereof as security either in Court of Law or to any financial institution or anywhere else. However, leasehold interest including lessee's structures built on plot of land can be allowed to be mortgaged with the previous consent in writing of the Trustees. Decision of Kolkata Port Trust will be final and binding.

(6B) AND also that the Lessee shall not effect or cause or allow to be effected any change in the formation, constitution or composition of their company or business or the name of the business without the prior knowledge of the Trustees. However, change of business, if any, must be in conformity with the purpose as stated in these presents.

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

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

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

(10) AND also that the Lessee shall follow all safety norms as specified by competent authority(ies.) The Lessee shall also obtain all statutory clearances as may be required by law including environmental and fire-related clearances at their own cost. The Lessee shall also take all antipollution and environment friendly measures in consultation with West Bengal State Pollution Control Board and other statutory organisations at their own cost. The Lessee shall be solely responsible for any pollution and environmental degradation, if any, arising out of their activities.

(11) AND also that the Lessee shall at the expiration or sooner determination of the said term or any extended period thereof quietly and peacefully yield up vacant and unencumbered possession of the demised land as a whole unto the Trustees with all

buildings and erections, if any, erected thereon that shall not have been previously removed by the Lessee.

(12) **AND PROVIDED ALSO** and it is hereby expressly agreed that the Lessee shall construct culverts over all service lines which may pass through the demised land and over which buildings or structures may be erected in such manner as shall give to the Trustees, their staff and agents free access at all times to the said service lines. KoPT shall be allowed by the lessee any repairing work including replacement or any other work as may be necessary or incidental thereto.

(13) **AND PROVIDED ALSO** the Lessee shall obtain at their own cost and arrangement any trade or other “Licence” which may legally be necessary to carry on their business, trade and other activities in consonance with the purpose of lease.

(14) **AND PROVIDED ALWAYS** and it is agreed that any arrears of rent or other moneys accruing to or in favour of the Trustees from the Lessee shall be recoverable as a public demand in terms of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971.

(14A) Without prejudice to the Trustees’ other rights reserved under these presents, it is hereby expressly agreed and declared that in case of default in payment of rent bills in respect of the demised land within the due date, as herein provided, interest at 14.25% per annum shall be payable by the lessee on the outstanding rent dues. As and when the interest rate is revised in the Schedule of Rent of Kolkata Port Trust, the revised rate of interest shall be applied on the outstanding rental dues.

(15) **AND PROVIDED ALSO** any statutory powers hereafter conferred upon the Trustees shall automatically apply to the demised land and provisions in that respect shall be deemed to be incorporated in these presents and the Lessee shall be deemed to have valid and comprehensive notice thereof.

(16) **AND PROVIDED ALSO** any notice required to be given to the Lessee hereunder may be served on the Lessee by sending the same by Post to them at the address above mentioned to the last known address as may be communicated by them to KoPT. and shall be deemed to have been duly served on them on the 3rd day next to the day on which it was posted (date of posting excluded).

(17) **AND PROVIDED ALSO** that no portion of the demised land/or structures, if any, shall be utilised as a place for any kind of worship or prayer or meeting whatsoever or converted into any kind of religious shrine, tomb, temple or mosque, however small or insignificant it be.

(18) AND PROVIDED ALSO that the lease deed after registration shall remain in the custody of the Trustees. The costs of preparing, stamping and registering the lease deed shall be entirely borne by the Lessee and also the cost of a counterpart or a copy if required by the Lessee.

(19) AND PROVIDED ALSO that the Lessee shall be required to put up boundary walls, pillars or fencing around the demised land, as demarcated by KoPT, immediately after taking over possession of the land, if there is no such boundary wall, and maintain such walls, pillars or fencing in good and proper condition during the said term and shall have to see that no other person or party may encroach upon any portion of the demised land and shall have to execute or cause to execute any work necessary or desirable in order to keep the demised land in good sanitary order and condition to the satisfaction of all authorities concerned. The portion of such boundary wall bordering ISPS Zone shall have to be constructed and / or maintained by the lessee as per specifications to be given by KoPT and upto the satisfaction of Chief Engineer, KoPT. If there is any existing boundary wall around the demised land, the lessee shall have to pay the cost of boundary wall as per valuation to be derived by a third party valuer to be engaged by KoPT. Such valuation shall be binding on all the concerned parties.

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

(21) AND PROVIDED ALSO that the Lessee shall not on any account encroach or allow or suffer any encroachment to be made upon the road or any portion of the land surrounding the land hereby demised or upon any other land whatsoever. In the event of the Lessee committing a breach of any of the terms contained in this clause they shall, in addition to all other rights conferred on the Trustees under these presents, be liable to remove such encroachment at their own expense and responsibility and pay to the Trustees damages at 3 times the prevailing schedule rent for first 30 days of encroachment, 5 times the prevailing schedule rent for 31 to 90 days of encroachment and 10 times the prevailing schedule rent for encroachment beyond 90 days till the date of removal. For the purpose of this clause, the said Estate Manager is to be deemed an Arbitrator appointed by the Parties: PROVIDED ALWAYS that in the event of a breach of the covenants contained in this clause on the part of the Lessee to

be observed the Lessee shall, in addition, hold the Trustees harmless and indemnified against any loss, damage, claims or actions whatsoever that the Trustees may be put to or the Trustees may otherwise incur in anyway relating thereto or arising therefrom.

(22) AND ALSO that the Trustees hereby covenant with the Lessee in the following manner :-

- 1. THAT the Trustees shall at all times during the said term pay the owners' share of Municipal taxes payable in respect of the demised land but not any taxes in respect of the buildings and erections that may hereafter be erected thereon by the Lessee, WHEREAS the occupier's share of Municipal taxes on the demised land and entire share of the Municipal taxes for the structures / erections on the demised land shall be borne by the lessee.**
- 2. AND that the Lessee paying the rent hereby reserved and performing and observing each and all the several covenants, conditions and agreements herein contained and on their part to be performed and observed shall and may peaceably and quietly hold the demised land during the term hereby granted without any lawful interruption or disturbance from or by the Trustees.**

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

(23) (ii) AND PROVIDED further that these presents are also upon the express

condition that in the event of the demised land not being developed by the Lessee and/or put into use or utilised for the purpose for which the land is demised within the period of two years from the date of handing over of possession of the plot of land, the Trustees shall be at liberty immediately thereafter to resume the demised land, after giving one month's notice in writing to the Lessees. In the event of any dispute or difference of opinion as to whether the demised land has been developed and/or put into use or utilised for the purpose for which the land is demised, the decision of Estate Manager, Kolkata Port Trust shall be final and conclusive.

(23) (iii) KoPT reserves the right to terminate the lease and cancel the Agreement by giving 3 months' notice, if, in any block of five consecutive years during the entire lease period (after the gestation period), the actual handling falls below the MGT in each year. In other words, if the lessee handles less than MGT every year for five consecutive years, then only, KoPT will have the right to terminate the lease as per this provision.

(23) (iv) After the expiry/termination/determination of lease or forfeiture of lease, if the lessee continues to occupy it unauthorisedly, the lessee shall be liable to pay compensation for wrongful use and occupation at three times the rent as per prevailing SoR or three times the market rate, whichever is higher, till vacant possession is handed over to KoPT.

(24) **PROVIDED FURTHER** that the Lessee shall on or before the execution of these presents deposit with the Trustees a sum of Rs.4,90,12,549/- being equivalent to 2 years' rent and occupier's share of municipal tax on land and entire tax on structure (wherever applicable) as well as service tax, educational cess, secondary and higher secondary cess on land as non-interest bearing security for the due payment of the rent hereby reserved and due observance and performance of the covenants and conditions on the part of the Lessee herein contained. It shall be lawful for the Trustees to appropriate and apply the said sum towards the payment of rents or any moneys, loss, costs or damages due to or suffered by the Trustees in respect of or arising out of these presents. Should the Trustees desire not to exercise the said power or appropriation then after Trustees receive back vacant and peaceful possession of the demised land at the termination or determination of these presents the Trustees shall pay over such money to the Lessee or to their legal representatives which shall be a valid discharge as against the Trustees. Should the Trustees exercise the said power of appropriation in part or in full to exhaust such money then upon the Trustees' receiving back vacant and peaceful possession of the demised land at the termination or determination of these presents any balance not appropriated shall be paid by the Trustees to the Lessee or to their legal representatives which shall be a valid discharge as aforesaid. The

Trustees shall not be bound to make any such appropriation and failure to do so at any particular time shall not be deemed to be a waiver. The Trustees shall be entitled without prejudice to the said power of appropriation to exercise any other rights or remedies that the Trustees may in law or under these presents have before making any such appropriation and may subsequently after the exercise of any such rights effect such appropriation.

25 (i) AND it is also hereby agreed and declared that the Lessee may at any time prior to the expiration of the said term of 30 years or previous determination under the proviso for determination first hereinbefore contained remove at their own cost all buildings and erections, if any, erected or set up by or belonging to the Lessee on the demised land and all buildings and erections, not so removed shall at the expiration or previous determination of the said term of 30 years as the case may be become the absolute property of the Trustees without payment of any compensation therefor whatsoever to the Lessee.

PROVIDED that on any such removal the surface of the demised land shall be restored and levelled by the Lessee at their own costs as it was at the time of this lease and to the satisfaction of the Trustees.

(26) PROVIDED ALSO and it is hereby also agreed and declared that notwithstanding anything hereinbefore contained if this lease shall be determined by the Trustees by at least six month's Notice in writing if the land is required for the purpose of port or public or the national interest under the power in that behalf hereinbefore reserved the Lessee shall be entitled any time after such notice and before such determination to give notice in writing to the Trustees requiring them to purchase all buildings and erections erected by the Lessee with the licence of the Trustees in writing as provided in clause 3 hereof and at the time of such six month's notice from the Trustees standing and being on the demised land and in case such notice shall be given the Trustees may if they so decide purchase such buildings and erections accordingly (but without any plant and machinery therein or elsewhere upon the demised land whether attached thereto or not) and in the event of the Trustees deciding to purchase the buildings and erections as aforesaid the price to be paid therefor shall be assessed by the Kolkata Port Trust and provided, however, and it is expressly agreed by and between the parties that in the event of the Trustees' deciding to purchase as aforesaid if any dispute or difference shall arise between them as to the amount of the said price to be paid to the Lessee as aforesaid or as to the manner or ascertainment or calculation of the same, such disputes or differences shall be referred to the arbitration of two independent persons, one to be appointed by each party with power to the arbitrators to nominate an Umpire before proceeding with such reference and this agreement shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act 1996 and any amendment thereof and the said arbitration proceedings shall be governed by the provisions contained in the said Act or any statutory modification thereof and the decision of such Arbitrators and/or Umpire as the case may be, shall be final and binding on both the parties.

(27) Lessee shall, at their 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 Lease Deed/Agreement and further, the lessee shall indemnify KoPT against all claims enforceable against KoPT (or agents/servants/employees of KoPT) or which would be so enforceable against KoPT as applicable, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

(28)(i) Electricity and water shall have to be arranged by the lessee at their own cost and arrangement from the respective competent authorities, at the demised land. However, the lessee shall have to obtain way leave licence on payment of requisite charges from KoPT for pipelines, electric lines, cable lines, etc, if required to be laid on KoPT land for the above purpose.

(28)(ii) Security, fire fighting and other civic facilities/arrangement as may be required unless otherwise specified, shall have to be made by the lessee at their own cost and to the satisfaction of all the authorities concerned. In case of any damage of the Trustees' property or neighbouring property, the lessee shall have to bear all costs and consequences thereof.

29(i) The Lessee shall pay in advance vessel-related charges/dues before arrival of vessels and cargo-related charges before commencement of cargo operation, as per prevailing Scale of Rates. Depending on the nature of the cargo, either coastal rate or foreign rate for cargo would be applicable as per Scale of Rates.

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

- **Basic cargo related charges - [Wharfage + 5% Special Rate] + 14% as service tax thereon**
- **Upfront for land – Land Rent Upfront + 20.25% on upfront as occupier's share of Municipal Tax on land + 14% on upfront as service tax.**

29(iii) But, the payment for handling cargo shall, however, be made on the actual quantum for the specific type (coastal / foreign) of cargo, as per Scale of Rates. However, for the sake of determining the monetary equivalent of MGT for the purpose of evaluation and shortfall from committed MGT for the purpose of realization of

equivalent sum, if any, relevant foreign wharfage charge only (with special rate and service tax) shall be considered as per Scale of Rates prevailing *as on 31st March of the financial year when the review is being done.*

29(iv) The Lessee shall execute an irrevocable Bank Guarantee from any Kolkata Branch of any Scheduled Indian Bank as per format to be provided by KoPT for a sum equivalent to the amount arrived at by multiplying the prevailing wharfage for Pulses as per Scale of Rates in vogue at the material time with the accepted MGT, valid for a period of at least one year (with a further claim period of 3 months thereafter), to be renewed every year one month before expiry of validity period, till completion of the entire lease period. In case, the lessee fails to pay the wharfage for the shortfall in quantity, if any, the Bank Guarantee shall be encashed to that extent. In that case, it shall be the duty of the lessee to submit another Bank Guarantee of the required amount immediately and not later than 15 days from the date of communication from KoPT in this regard.

29 (v) Also, in the event of revision of Scale of Rates within the validity period of the Bank Guarantee in any year, requiring revision of the amount of Bank Guarantee, the lessee shall have to furnish the supplementary Bank Guarantee for the additional amount for the balance period. In case the guaranteed amount becomes less by any chance, the lessee shall likewise be at liberty to submit fresh Bank Guarantee of requisite amount and get back the former Bank Guarantee.

30 (i) The Lessee shall commence commercial operation within a period of 24 months from the date of handing over the plot of land and shall achieve the accepted Minimum Guaranteed Traffic of**MT** per annum within a period of maximum 36 months from the date of allotment of land (i.e. 36 months from). This is, however, subject to no guarantee of river draft, no assurance of night navigation within the shipping channel from / to KDS and also restriction of size of the vessels as mentioned in the tender. However, the Lessee shall be at liberty to inform KoPT the date of commencement of commercial operation even before expiry of gestation period of 24 months and that date will be the date for commencement of applicability of MGT. However, in that event, the Lessee would have no right to withdraw such communication at a subsequent date in case of non-fulfilment of MGT in any year.

30(ii) In the event of eventualities like de-commissioning of berths, problem in lock gates, shipping channel etc. leading to suspension / stoppage of operation for more than 15 consecutive days, due concession in MGT only for that affected period, on pro-rata basis, may be considered by KoPT on the merit of the case, if so applied / requested by the lessee.

30 (iii) In the event, either the lessee or Kolkata Port Trust is prevented from fulfilling respective obligations in full or in part arising out of this lease, 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 lease, 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.

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

30(v) No dedicated/ captive berth shall be offered for the cargo to be handled by the lessee within the scope of this lease. Hence, The Lessee shall not be allowed to erect any permanent construction on the quay. Berth will be allotted to the lessee ship-wise, subject to availability of the berth. However, 'Priority/Ousting Priority berthing', as would be in vogue, may be granted by KoPT, if requested by the Lessee, subject to making necessary payment as per Scale of Rates prevailing at the material time.

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

31. As far as the operational issues are concerned, terms for the same shall be separately finalized on the basis of the tender stipulations. Thus, deviation from the terms of such operational issues shall also be treated as breach of this lease agreement.

32. (i) In absence of any term in the lease deed, the terms, as enumerated in the offer letter as well as the tender document, shall prevail.

32.(ii) In the event of any conflict between the terms as mentioned in this lease deed and terms as enumerated in the tender, the latter shall prevail.

32.(iii) In the event of any conflict between the terms as mentioned in both the tenders, the stricter of the two shall prevail. [Actually, there has been amalgamation of the two separate plots contiguous to each other as offered to the party through two separate tenders, and the instant lease deed is for the amalgamated plot].

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

GIVEN under the Common Seal of

The Board of Trustees of the Port of

Kolkata and duly signed in the presence

of.....

..... Chief Engineer

at 15, Strand Road, Kolkata.

KoPT

SIGNED sealed and delivered for

and on behalf of the above named.....

.....

.....

By their.....

Shri.....

Lessee.

in the presence of.....

.....

at.....

THE SCHEDULE ABOVE REFERRED TO

SCHEDULE –A

**(DESCRIPTION OF THE PLOT OFFERED THROUGH TENDER NIT No.
KoPT/KDS/LND/.....)**

The said piece or parcel of land measuringsq. mtr. or thereabout is situated at KPD-II, Police Station, Kolkata, District -, Registration District - and is more particularly delineated in the map or plan annexed hereto and marked “A” and therein bordered in GREEN colour. It is butted and bounded:

ALL THAT the entire area belonging to(Location of Dock) and covering aboutsq. mtr. more particularly delineated in the map or plan annexed hereto and marked “A” and therein bordered in RED colour.

ALL THAT the entire area is butted and bounded:

On the north: By the area

On the south: By the area

On the east: By the area

On the west: By the area