



श्यामा प्रसाद मुखर्जी बंदरगाह, कोलकाता
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
हल्दिया गोदी परिसर
HALDIA DOCK COMPLEX
शिपिंग एंड कार्गो हैंडलिंग प्रभाग
T.O (Sh &CH) Division



Operational Building,
Chiranjibpur, Haldia



"Corruption free India for a developed Nation: भ्रष्टाचार मुक्त भारत - विकसित भारत।"

No. TO(Sh&CH)/10/Pt-I/1787

Date: 12.11.2022

TRADE NOTICE

Subject: Modification in Terms & conditions for allotment of Hard Stand/Bare Land/Covered Space on Short Term License basis for storage of cargo

The Terms & conditions for allotment of Hard Stand/Bare Land/Covered Space on Short Term License basis for storage of cargo has been modified from time to time as per prevalent Guidelines. The revised Terms & conditions is being published for information and necessary action of all concerned.

Encl: Revised Terms & conditions for allotment along with the old Guidelines.

प्रियंकर सरकार / Priyanka Sarkar
सहायक प्रबंधक (शिपिंग एवं का. है.) / Assistant Manager T.O(Sh & CH)
कृते वरिष्ठ उप प्रबंधक (शिपिंग एवं कार्गो.) / For Sr Dy. Manager T.O(Sh & CH)
हल्दिया गोदी परिसर / Haldia Dock Complex
श्यामा प्रसाद मुखर्जी बंदरगाह, कोलकाता / Syama Prasad Mookerjee Port, Kolkata

**Revised Terms & conditions for allotment of Hard Stand/Bare Land/Covered Space
on Short Term License basis for storage of cargo**

1. All the Fresh Allotment as well as Renewal of license will be guided by the circular no.GM(T)/13/GMT-849 dated 25.09.2019.
2. The license is terminable on 7 days' notice on either side. No claim for any compensation whatsoever for such termination of the license will be entertained.
3. Rate of license fee shall be automatically escalated by 2% per annum after expiry of one year from the effective date of implementation of the revised Rent Schedule, and the escalated rates shall be considered as the prevailing Scheduled Rent for the concerned year.
4. The blocked security deposit will be released after completion of the license period subject to adjustment of dues & damages.
5. The license fee will be charged from the date of handing over possession of the land and/or physical occupation of actual area of the land.
6. In addition to payment of license fee as per prevailing SoR, the licensee shall pay all applicable taxes.
7. In case of default in payment of rent/license fee/compensation and other dues within one month from the due date of payment due to negative balance in LCAN account, applicable interest will be charged on the outstanding dues from the due date of payment.
8. Encroachment or unauthorized occupation of land and Railways tracks, etc. by the licensee will involve a liability to pay a penalty at the rate of ten times the scheduled license fee, in addition to the cost of rectification of damages caused to the Port properties. If the licensee fails to remove the cargo from the encroached area in spite of notice to do so, the cargo will be removed elsewhere by the Port at the risk and cost of the licensee and penal license fee at the rate of ten times the normal rate will be levied on the space occupied by the cargo so removed.
9. After the expiry/termination/determination/forfeiture of the license, if the licensee continues to occupy it unauthorizedly, the licensee shall be liable to pay compensation for wrongful use and occupation at the following rates till vacant possession is obtained:-

First 60 days	3 times the rate as per prevailing SoR
Continued unauthorized occupation beyond 60 days	5 times the rate as per prevailing SoR

10. The licensee shall not cause any damage to Trustees' properties. If, however, any damage is caused, the licensee shall be liable to make good the damages at his own cost and arrangement to the satisfaction of KoPT. Trustees' properties include the drainage system and falling of cargo into the drain shall also be construed as damage to port property.
11. The licensee must arrange for raising temporary barriers with gunny bags filled with cargo/sand along the periphery of the cargo stack and should cover and secure the cargo stacks with tie down arrangements. The licensee shall ensure all precautionary measures to arrest the flow of cargo in the adjoining drains.
12. The licensee shall agree to comply with all rules, regulations and directions issued by HDC/KoPT from time to time. If the licensee neglects to comply with such rules or directions, HDC/KoPT may terminate the license.
13. The licensee shall be required to utilize the allotted land for the purpose for which it is allotted. No change in purpose of utilization will be allowed. The space allotted shall also not be subletted/assigned/transferred.

14. Cargo stored under license shall be at the entire risk and responsibility of licensee. The licensee shall post his own watchman to safeguard the cargo stored at the allotted space and to prevent any unauthorized occupation of such space by others. Placard should be placed in the plot displaying the name of the occupant and plate number against which the plot is allotted.
15. The licensee will be required to remove the materials that may have been stored by them on the aforesaid land including hutments, tarpaulin etc. outside the port premises, at its own cost and arrangement before vacating the land or revocation of the license in terms of Clause-2 above. For obtaining permission for taking out such material the licensee to contact with the concerned officer of TO(Sh &CH) division.
16. The licensee shall have to observe, perform and comply with all stipulations and requisitions with may from time to time be made by Govt. or the licensor or any other statutory authority or otherwise in respect of the land or any portion thereof. The licensee shall obtain all required statutory clearances as and when required during the course of the license period HDC/KoPT would not take any responsibility whatsoever in the matter.
17. The licensee shall not construct or put up any building, erection or convenience on the allotted land.
18. The licensee shall be required to make his own arrangements for the safety and security of the allotted land.
19. The licensee shall have to ensure proper parking of cargo carrying vehicles etc. so as not to cause any inconvenience to movement of vehicles on the main road.
20. The licensee must ensure that the cargo carrying vehicles before leaving the plot with the cargo loaded for delivery must be trimmed and covered with tarpaulin in order to avoid spillage of cargo on road and suppressing flying dust.
21. The licensee shall have to put a board mentioning the name of the licensee/the name of the importer/exporter concerned, vessel name and LAMS No.

**Terms & conditions for allotment of Hard Stand / Bare Land / Covered Space
on Short Term License basis for storage of cargo (Annexure-I)**

1. All the Fresh Allotment as well as Renewal of license will be guided by the circular no. GM(T)/13/GMT-849 dated 25.09.2019.
2. The license is terminable on 7 days' notice on either side. No claim for any compensation whatsoever for such termination of the license will be entertained.
3. Rate of license fee shall be automatically escalated by 2% per annum after expiry of one year from the effective date of implementation of the revised Rent Schedule i.e. 07.04.2016, and the escalated rates shall be considered as the prevailing Scheduled Rent for the concerned year.
4. The blocked security deposit will be released after completion of the license period subject to adjustment of dues & damages.
5. The license fee will be charged from the date of handing over possession of the land and / or physical occupation of actual area of the land.
6. In addition to payment of license fee as per prevailing SoR, the licensee shall pay all applicable taxes.
7. In case of default in payment of rent / license fee / compensation and other dues within one month from the due date of payment due to negative balance in LCAN account, applicable interest will be charged on the outstanding dues from the due date of payment.
8. Encroachment or unauthorized occupation of land and Railway tracks, etc. by the licensee will involve a liability to pay a penalty at the rate of ten times the scheduled license fee, in addition to the cost of rectification of damages caused to the Port properties. If the licensee fails to remove the cargo from the encroached area inspite of notice to do so, the cargo will be removed elsewhere by the Port at the risk and cost of the licensee and penal license fee at the rate of ten times the normal rate will be levied on the space occupied by the cargo so removed.
9. After the expiry / termination / determination / forfeiture of the license, if the licensee continues to occupy it unauthorizedly, the licensee shall be liable to pay compensation for wrongful use and occupation at the following rates till vacant possession is obtained: -

First 30 days	3 times the rate as per prevailing SoR
Next 30 days	5 times the rate as per prevailing SoR
Continued unauthorized occupation beyond 60 days	10 times the rate as per prevailing SoR

10. The licensee shall not cause any damage to Trustees' properties. If, however, any damage is caused, the licensee shall be liable to make good the damages at his own cost and arrangement to the satisfaction of KoPT.
11. The licensee shall agree to comply with all rules and directions issued by HDC / KoPT from time to time. If the licensee neglects to comply with such rules or directions, HDC / KoPT may terminate the license.

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12. The licensee shall be required to utilize the allotted land for the purpose for which it is allotted. No change in purpose of utilization will be allowed. The space allotted shall also not be subletted / assigned / transferred.
 13. Cargo stored under license shall be at the entire risk and responsibility of licensee. The licensee shall post his own watchman to safeguard the cargo stored at the allotted space and to prevent any unauthorized occupation of such space by others. Placard should be placed in the plot displaying the name of the occupant and plate number against which the plot is allotted.
 14. The licensee shall comply with all rules or regulations of KoPT.
 15. The licensee will be required to remove the materials that may have been stored by them on the aforesaid land at its own cost and arrangement before vacating the land or revocation of the license in terms of Clause-2 above.
 16. The licensee shall have to observe, perform and comply with all stipulations and requisitions which may from time to time be made by Govt. or the licensor or any other statutory authority or otherwise in respect of the land or any portion thereof. The licensee shall obtain all required statutory clearances as and when required during the course of the license period. HDE / KoPT would not take any responsibility whatsoever in the matter.
 17. The licensee shall not construct or put up any building, erection or convenience on the allotted land.
 18. The licensee shall be required to make his own arrangements for the safety and security of the allotted land.
 19. The licensee shall have to ensure proper parking of cargo carrying vehicles etc. so as not to cause any inconvenience to movement of vehicles on the main road.
 20. The licensee must ensure that the cargo carrying vehicles before leaving the plot with the cargo loaded for delivery must be trimmed and covered with tarpaulin in order to avoid spillage of cargo on road and suppressing flying dust.
 21. The licensee shall have to put a board mentioning the name of the licensee / the name of the importer / exporter concerned, vessel name and LAMS No.
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