

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

**Tender Document
for
Allotment of KoPT land
in the Dock Zone
of
Haldia Dock Complex
at
Haldia
for setting up of storage and
distribution of liquid cargo other
than POL products through
Tender-cum-Auction**

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Tender No. Ad/E/T/Land/2015/2

**Issue Letter of Tender Document
For**

Allotment of two plots of KoPT Land msg. about 20234.275 sq. mtrs. or 5 acres each in the Dock Zone of Haldia Dock Complex at Haldia on "as is where is" basis for setting up of storage and distribution of liquid cargo other than POL products through Tender-cum-Auction.

Number of pages as shown in the Index Sheet is contained herein.

This set of Tender Document is issued to :

Name of Tenderer _____

Address of Tenderer _____

Date of Issue _____

**Sr. Dy. Manager (Administration)
Haldia Dock Complex**

**KOLKATA PORT TRUST, HALDIA DOCK COMPLEX
INVITES TENDER FOR**

Allotment of two plots of KoPT Land msg. about 20234.275 sq. mtrs. or 5 acres each in the Dock Zone of Haldia Dock Complex at Haldia on “as is where is” basis for setting up of storage and distribution of liquid cargo other than POL products through Tender-cum-Auction.

Plot No.	Area of land	Earnest Money	Tender Document Preparation Cost	Last date and time of Sale of Tender Document	Date of Pre- Bid Meeting	Last date and time of submission of Tender
A	Land msg. about 20234.275 sq. mtrs. or 5 acres in the Dock Zone	Rs. 53,57,308/-	Rs. 2000.00	1500 hrs. on 24.04.2015	1100 hrs. on 27.04.2015	1430 hrs. on 12.05.2015
B	Land msg. about 20234.275 sq. mtrs. or 5 acres in the Dock Zone	Rs. . 53,57,308/-	Rs. 2000.00	1500 hrs. on 24.04.2015	1100 hrs. on 27.04.2015	1430 hrs. on 12.05.2015

Details of the Tender is available in web sites www.kolkataporttrust.gov.in & www.haldiadock.gov.in

The tender document can be downloaded from the aforesaid website in which case the Tender Document Preparation Cost shall be paid in the manner detailed in the tender document. The tender document can also be obtained in person from the Administration Division Haldia Dock Complex, Jawahar Tower Complex, P.O.-Haldia Township, Dist-Purba Medinipur, Pin-721 607 (Telephone No. 03224-263178, Fax No. 03224-263152) upto 1500 hrs. on **24.04.2015** on submission of a written application & on payment of Rs. 2000/- [non-refundable] towards Tender Document Preparation Cost.

Definitions:

1. "**The Port**" means the Kolkata Port Trust.
2. "**Annex**" means any of the schedules, supplements or documents, appended to this Tender Document.
3. "**Rent Schedule**" means the Schedule of Rent for the land and buildings of KoPT at Haldia framed from time to time by the competent authority under the provision of MPT Act, 1963.
4. "**HDC**" means **Haldia Dock Complex**
5. "**KoPT**" means **Kolkata Port Trust**.
6. "**TAMP**" means **Tariff Authority for Major Ports**.
7. **Tender** – both a single entity or a consortium.

I) GENERAL INFORMATION TO THE TENDERER

(A) Particulars of Land:

Plot No.	Area	Location	Purpose of use	Period of Lease	Reserved rate of Up-front Premium [Rate per 100 sq. mtrs.]
0	I	II	III	IV	V
A	Land msg. about 20234.275 sq. mtrs. or 5 acres in the Dock Zone	In the Dock Zone of Haldia Dock Complex	For setting up of storage and distribution of liquid cargo other than POL products	30 years without any option for renewal	Rs.2,40,951/-
B	Land msg. about 20234.275 sq. mtrs. or 5 acres in the Dock Zone	In the Dock Zone of Haldia Dock Complex	For setting up of storage and distribution of liquid cargo other than POL products	30 years without any option for renewal	Rs. 2,40,951/-

- (i) Sketch Plan showing the plot of land is at **Annex-A**.
- (ii) The plot of land will be allotted in a single parcel and will not be subdivided in parts to accommodate more than one allottee.
- (iii) The land will be allotted on '**as is where is**' basis.
- (iv) The lessee shall have to utilize the land for setting up of storage and distribution of liquid cargo other than POL products. The lessee shall have to utilize the land within a period of 24 months from the date of commencement of lease (i.e. date of allotment of land).
- (v) A tenderer may submit bid for 2 plots of land against each tender document even if he/they purchase/download one tender document.

(B) Eligibility Criteria of the Tenderer :

1. Established Industrial Houses either individually or in a Consortium with other Industrial Houses/Financial Institutions/ Industry &/or Infrastructure Development Corporations, etc coming together to implement the project, are eligible to participate in the tender.
The term '**tenderer**' used hereinafter would therefore apply to both a single entity and a Consortium.
2. The purchaser of the Tender Document must be the tenderer itself or a member of the Consortium submitting the tender.
3. The tenderer shall submit a **Power of Attorney** as per format given at **Annex-B**, authorizing the signatory of the tenderer to commit the tender.
4. Tender submitted by a Consortium shall comply with the following additional requirements:
 - a) One of the members of the Consortium shall be authorized as being In Charge (Lead Member), and this authorization shall be evidenced by submitting a **Power of Attorney** duly signed by authorized signatories of the other consortium members as per format contained in **Annex-C**.

- b) The tender shall contain the information required for each member of the Consortium as per **Annex-D**, including a description of the roles and responsibilities of individual members.
- c) The tender shall be signed by the duly authorized signatory of the lead member and shall be legally binding on all the members of the Consortium. A **Power of Attorney** shall be submitted as per **Annex-C** authorizing the signatory of the tenderer to commit the tender.
- d) Members of the Consortium shall enter into a Memorandum of Understanding (MoU) for the purpose participating in the instant tender and implementing the project thereafter in case of becoming the successful tenderer. The MoU shall also clearly outline the proposed roles and responsibilities of each member at each stage. MoU shall also convey the intent to form a Joint Venture Company which shall enter into the lease agreement with the Port in respect of the concerned land as also to implement and operate the project thereon. The MoU shall clearly contain a statement that all members of the Consortium shall be liable and responsible jointly and severally towards execution of the proposed project on the demised land and complying with all the provisions of the lease. **A copy of the MoU shall be submitted with the tender.**
- e) **A member of a particular Consortium shall not submit any tender individually nor shall be a member of any other Consortium participating in the instant tender. In case it is found otherwise, the offer submitted by the Consortium as well as that submitted individually is liable to be rejected.**
- f) An unsuccessful Consortium or Joint Venture Company or any of the member of the said Consortium or Joint Venture Company shall not be a member of the successful Consortium or Joint Venture Company etc. at any time after the closing date of submission of offer.

5. **Change in Consortium composition:-**

- a) Change in the composition of a Consortium may be permitted by Port only where:
 - (i) the modified Consortium would continue to meet the eligibility criteria for the tenderers
 - (ii) the proposed changes will not bring down the number of tenders below a critical minimum level considered necessary by Port to preserve the spirit of competitive bidding.
- b) Approval for change in the composition of a Consortium shall be at the sole discretion of Port and must be approved by Port in writing.
- c) The modified Consortium would be required to submit a revised Memorandum of Understanding as stated at the item 4 (d) above.

(C) Inspection of site:

An inspection of the site will be arranged at 1200 hrs. on **27.04.2015** if required, after the Pre-Bid Meeting. Interested tenderers may participate in the site inspection, if they so desire.

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

(D) Pre-Bid Meeting:

A pre-bid meeting will be held at the office of Sr. Dy. Manager (Administration) at Jawahar Tower Complex, Haldia Township on **27.04.2015** at 1100 hrs. Attending the Pre- Bid Meeting is not mandatory.

For any clarification, queries can be sent to the e-mails jroy@kopt.in ; pbarla@kopt.in, mhaldar@kopt.in upto 25.04.2015 (two days prior to the pre-bid meeting). Answers to the queries would be provided during pre-bid meeting and the Tender Document will be amended, if needed, and shall be hosted in the web-sites.

(E) Tender Document Preparation Cost:

Tender Document has been hosted in the web sites of Kolkata Port Trust and Haldia Dock Complex www.kolkataporttrust.gov.in & www.haldiadock.gov.in Interested tenderers may download the tender document from the said web sites & participate in the tender. Such tender should be accompanied with a Demand Draft / Pay Order of Rs.2000/- in favour of Kolkata Port Trust, Haldia Dock Complex towards Tender Document Preparation Cost. This is not applicable for tenderers who have purchased the Tender Document directly from the Port Office on payment of "Tender Document Preparation Cost". Any tender submitted after being downloaded from website unless accompanied with required Demand Draft or pay order of Rs. 2000/- will be liable for rejection.

(F) Earnest Money:

- a) The Earnest Money amounting to Rs. 53,57,308/- (Rupees fifty three lakhs fifty seven thousand three hundred eight only), against each plot of land for which the tenderer is intend to submit their offer, shall be submitted through Demand Draft only, drawn in favour of `Kolkata Port Trust, Haldia Dock Complex'. **Earnest Money in the form of Bank Guarantee will not be accepted.**
- b) Tenders submitted without Earnest Money shall be rejected outright with no reference to the tenderer whatsoever.
- c) The amount of Earnest Money will be refunded to the unsuccessful tenderers without interest after the selection of successful tenderer and in the case of successful tenderer, this amount will be adjusted against the Security Deposit payable.
- d) Mere submission of offer will not mean that the offer will be automatically considered qualified and bid will be entertained.

(G) Forfeiture of Earnest Money:

- i) The Earnest Money shall be forfeited if the tenderer withdraws its offer during the interval between the last date and time of submission of the offer i.e. 1430 hrs. on 12.05.2015 any extension thereof and expiration of the validity period of the offer including extension thereof. In this connection, item (N) may also be seen.
- ii) Earnest Money of the bidders quoting less than Reserve Rate of Upfront Premium provided in the Price Part will be forfeited and the bidders will not qualify. Also, not quoting MGT for plot shall equally be regarded as sufficient ground to disqualify the offer to any tenderer and his Earnest Money may be forfeited.
- iii) The Earnest Money of the H -1 tenderer shall be forfeited if he does not participate in '**Auction**' provided he is not the lone bidder in the tender.
- iv) The successful tenderer shall have to accept the terms & conditions of the offer of lease and remit requisite Upfront Premium, Security Deposit, Advance Nominal Rent for 1st year, etc within a period as will be specified in the offer letter, failing which the offer shall stand cancelled and the Earnest Money deposited by the tenderer shall stand forfeited.

(H) Minimum Guaranteed Traffic (MGT) :

a) In the tender stage, each participating tenderer shall have to indicate in the price bid the Minimum Guaranteed quantum of Traffic (MGT) for each of the types of cargo/commodity (as per proforma given in the Price Part) against each plot of land for which the tenderer is intend to submit their offer, that would be handled through Haldia Dock Complex per annum for operating their project on the concerned land for which they shall have to maintain a Performance Guarantee equivalent to annual on- board Cum wharfage charges as per prevailing Scale of Rates applicable at Haldia Dock Complex, Kolkata Port Trust in the form of irrevocable and encashable at - Call Bank Guarantee.

The tenderer shall have to specify the annual tonnage of each commodity for which guarantee will be given in the format under "Schedule of Rates" [Price Part] (i.e. page No.41).

b) The annual on-board cum wharfage charges / railway charges shall be computed by multiplying the quantum of cargo to be handled by the successful tenderer at HDC per annum in respect of their project on the concerned land and the rate of on-board cum wharfage charges as per prevailing Scale of Rates as applicable at HDC and as revised from time to time including special rate, service charge and service tax etc, as applicable.

c) In case the successful tenderer handles more than the Minimum Guaranteed Cargo per annum, payment of on-board cum wharfage charges would have to be made on actuals.

d) In case the successful tenderer fails to achieve the Minimum Guaranteed quantum of Traffic per annum for operating their project at the concerned land, the tenderer shall have to pay compensation equivalent to the shortfall in MGT multiplied by wharfage for that commodity, within 15 days from the date of the communication, failing which, HDC, KoPT shall be at liberty to encash the Bank Guarantee to the extent of shortfall of annual on-board cum wharfage charges only. In that event the successful Tenderer shall have to submit the equivalent amount of Bank Guarantee to the HDC, KoPT within one month from the date of encashment of the same by the HDC, KoPT.

e) The Bank Guarantee (BG) 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.

f) Also, in the event of revision of Scale of Rates, the validity period of the 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.

g) The above stipulation of handling of Minimum Guaranteed Cargo per annum and recovery of on-board cum wharfage charge/ shortfall, if any, shall come into effect after completion of **2 (two) years** from the date of commencement of lease (i.e. date of handing over possession of the concerned land on observance of the required formalities) and shall remain in force throughout the lease period thereafter. Accordingly, Bank Guarantee referred to above shall have to be submitted before commencement of the 3rd year of the lease.

h) 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. In case of transfer of the demised land with due permission of the Trustees, the transferee shall remain responsible for compliance of all terms & conditions of Agreement including the conditions of MGT, for the balance period of the lease.

i) 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 the purpose of realization of equivalent sum, if any, relevant Foreign wharfage charge only (with special rate and service tax) shall be considered.

j) For 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 prorata basis may be considered by HDC, KoPT on the merit of the case, if so applied/requested by the lessee.

k) The currency of payment shall be INR.

(l) 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.

(J) River Draft :

Kolkata Port / Haldia Dock being a riverine port, no guarantee of river draft can be given.

(K) Financial Involvements:

i) The tenderer shall have to quote the maximum upfront premium (per 100 sq. mtrs. basis) he can offer, against each plot of land for which the tenderer is intend to submit their offer, over and above the reserved rate of upfront premium, given in the format under "Schedule of Upfront Premium" [Price Part] (i.e. page - 41) separately in figures and in words. The offer of a tenderer who quotes an amount less than the Reserved Upfront Premium of **Rs.2,40,951/-** (Rupees two lakh forty thousand nine hundred fifty one only) per 100 sq. mtrs. as given at column V of item I) (A) above shall be rejected outright with forfeiture of Earnest Money.

ii) **Upfront Premium, Security Deposit and nominal lease rent payable by the successful tenderer.**

(a) The upfront premium accepted by the port through tender cum auction route will have to be paid by the successful tenderer, and Service Tax, Education Cess & Higher Education cess as applicable including other terms and conditions of standard lease, prior to handing over possession of the land.

(b) The successful tenderer shall keep Security Deposit equivalent to 2 years scheduled rent of the land prevailing at the time of allotment of the land, prior to handing over possession of concerned land.

The Security Deposit is refundable without interest after completion of lease period subject to adjustment of dues /damages.

(c) The successful tenderer, apart from paying one time upfront premium, shall also pay **nominal rent @ Re.1/-** per sq. mtr. per year and Service Tax, Education Cess & Higher Education cess as applicable, during the entire period of the lease. Each year shall be reckoned from the date of commencement of lease i.e date of handing over possession of the land concerned on observance of required formalities.

The successful tenderer shall deposit the amount equivalent to one (1) year's nominal rent at the rate mentioned above towards advance nominal rent for the land concerned with Service Tax & Education Cess as applicable, for 1st year, prior to handing over possession of the land.

For subsequent years, the nominal rent bill will be raised in advance. The advance nominal rent payable, whether demanded or not shall be paid by the successful tenderer within 15 days from the date of beginning of each year. The other dues, as applicable, shall be paid by successful tenderer within 15 days from the date of payment notice. Each year shall be reckoned from the date of commencement of lease i.e. date of handing over possession of the land concerned on observance of the required formalities.

In case of default in payment of advance nominal Rent and other dues within one month from the due date of payment specified above, interest @ 14.25% per annum shall be charged on the outstanding dues from the due date of payment.

(d) Upfront Premium and nominal rent actually payable will be charged on the area of land actually allotted after joint demarcation .The amount of Upfront Premium, Annual Rent and Security Deposit may vary depending on the actual area of land allotted and the successful tenderer shall be liable to make additional payment in this respect, if required.

(L) Due date and Time for Submission and Opening of offer :

(i) The tender should be submitted at the office of the Sr. Dy. Manager (Administration), Haldia Dock Complex, Jawahar Tower Complex, P.O. Haldia Township, Dist. Purba Medinipur, Pin. 721 607 not later than **1430 hrs. on 12.05.2015** after which time and date, no offer shall be accepted. Offers may also be sent through registered post so that it reaches the said office by the above mentioned time and date. Sr. Dy. Manager (Administration) shall not be held responsible for postal delay.

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

(ii) The 'Earnest Money' and 'Techno-Commercial Part' of the tender shall be opened at **1600 hrs. on 12.05.2015** at the office of the Sr. Dy. Manager (Administration), Haldia Dock Complex, Jawahar Tower Complex, P.O. Haldia Township, Dist. Purba Medinipur, Pin. 721607.

The tenderer or his authorized representative may witness the opening, if they so desire.

(iii) The 'Price Part' of only techno-commercially qualified bidders, will be opened on a subsequent date, for which date & time will be intimated separately to the concerned tenderers only.

(M) 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 Port before the Due Date and time of submission of offer i.e. **1430 hrs. on 12.05.2015** or any extension thereof. No offer shall be substituted or withdrawn by the tenderer after the Due Date and time of submission of offer or any extension thereof.

(N) Amendment of Tender Document :

At any time prior to the due date for submission of tender, HDC / KoPT may, for any reason, whether at its own initiative or in response to queries/clarifications raised by the tenderer(s) during the pre bid meeting or otherwise modify the Tender Document by the issuance of Addendum in official websites of KoPT and HDC www.kolkataporttrust.gov.in & www.haldiadock.gov.in

In order to afford prospective tenderer(s) a reasonable time in which to take an Addendum into account, or for any other reason, KoPT may, at its discretion, extend the Due Date of Submission of tender through appropriate notification in the official websites www.kolkataporttrust.gov.in & www.haldiadock.gov.in

(O) Validity of Offer:

The offer shall remain valid for acceptance for a period of **one year** from the date of opening of Techno Commercial Part of the tender.

(P) Extension of validity of offer:

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

(Q) Acceptance to Port's offer of allotment:

After finalization of the tender through tender-cum-auction, the offer of allotment of land will be made to the concerned successful tenderer. The successful tenderer shall thenceforth be required to again formally accept the terms & conditions of the offer of lease and remit requisite Upfront Premium, Security Deposit, Advance Nominal Rent for 1st year, etc within a period as will be specified in the offer letter, failing which the offer shall stand cancelled and the Earnest Money deposited by the tenderer shall stand forfeited. The possession of the concerned land will be delivered after completion of the required formalities as will be specified in the offer letter.

II) GENERAL INSTRUCTIONS TO THE TENDERER :

A) **Preparation and Submission Procedure of Tender :**

a) The tender must be submitted in the name of purchaser of the tender document itself (in case of single entity) or in the name of the Lead Member of the Consortium.

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

c) The tender completed in all respects with all pages of the tender document including 'Schedule of Rates'(Price Part) and **Annex - A,B,C,D,E,F&G** properly filled in and duly signed by the tenderer as a token of acceptance to all the conditions therein, shall be submitted in three parts separately in **THREE SEALED ENVELOPES as follows:**

1) **FIRST SEALED COVER** duly superscribed '**Tender Document Preparation Cost & Earnest Money**' as well as **Name of Tenderer, Tender No. Ad/E/T/Land/ 2015/2, Tender Subject** and should contain:-

- i) Page - 27 (Annex-F) of the tender document duly filled in & signed.
- ii) Receipt or proof of deposit of Earnest Money.
- iii) Receipt or proof of deposit of Tender Document Preparation Cost.

2) **SECOND SEALED COVER** duly superscribed '**Techno-Commercial Part**' as well as **Name of Tenderer, Tender No. Ad/E/T/Land/2015/2, Tender Subject** and must contain:-

- i) Pages 1 - 18 of the tender document and Lease Deed Form (Annex-G) (pages – 28 - 40), duly signed as token of acceptance.
- ii) Power of Attorney duly filled in and signed as per Annex-B and Annex-C (in case of Consortium only) (pages – 19 - 20).
- iii) Profile of the tenderer, (of each member in case of a Consortium) as per format at Annex-D, duly filled in & signed (pages – 21 - 23).
- iv) Details of project proposed to be established (Annex-E) duly filled in & signed (pages – 24 - 26).
- v) A detailed Project Report prepared by a reputed Consultant.
- vi) Net worth of tenderer at the end of the most recent financial year based on Audited Annual Accounts as per Annex-D supported by a Chartered Accountant/ Certified Public Accountant for each member in case of a Consortium.

[Note: * Where the Applicant is a Consortium, the Net Worth would be taken as arithmetic sum of the respective Net of individual members.

**** Net Worth of bidders should not be less than Rs. 96,43,154/- against each plot of land]**

vii) Required certificates & documents as indicated below [duly signed].

- (a) Valid Trade License (for each member in case of a Consortium).
- (b) Service Tax registration certificate (for each member in case of a Consortium).
- (c) IT PAN (for each member in case of a Consortium).
- (d) VAT registration certificate, if applicable (for each member in case of a Consortium).
- (e) Partnership Deed or Certificate of Incorporation, Memorandum & Article of Association in case the tenderer is a Company. (In case of consortium, such should be submitted for all Consortium members.)
- (f) Audited Balance Sheet and Profit & Loss Account for the last three financial years with Audit Report.(of each member in case of Consortium).
- (g) Current IT Return.(of each member in case of Consortium).
- (h) Valid Professional Tax Challan (of each member in case of Consortium).
- (i) Other documents, which the tenderer wants to submit (duly signed).

- 3) **THIRD SEALED COVER** duly superscribed '**Price Part**' as well as **Name of Tenderer, Tender No. Ad/E/T/Land/2015/2, Tender Subject** and should contain the 'Schedule of Rates' (i.e. page - 41) of the tender document duly filled in & signed. **It should be noted that the sealed envelope containing 'Price Part' shall contain only price and no conditions whatsoever. Any condition imposed in 'Price Part' shall make the bid liable for outright rejection.**
- 4) **All the above three (3) sealed covers shall be again enclosed in an outer envelope and sealed, which should be superscribed with "Allotment of Land In the Dock Zone of Haldia Dock Complex for setting up of storage and distribution of liquid cargo other than POL products through Tender-cum-Auction (Tender No. Ad/E/T/Land/2015/2)" containing the three separate sealed envelopes i.e. (i) Tender Document Preparation Cost & Earnest Money, ii) Techno-Commercial Part and (iii) Price Part.**
- 5) **Mere issue of Tender Documents will not mean that a particular tender will be automatically considered qualified and their bid will be entertained. Such qualification will be examined at the time of evaluation of bids.**
- 6) **The substitution or withdrawal offer shall be prepared, sealed, marked and delivered in accordance with Item- II) A) (page no. 12 -13)with the envelopes being additionally marked "SUBSTITUTION" or "WITHDRAWAL", as appropriate. In the event of "SUBSTITUTION", only the substituted offer would be considered & the offer earlier submitted would not be considered.**

III) EVALUATION CRITERIA :

A) **Tests of Responsiveness:**

- a) Prior to evaluation of Techno Commercial Part of the tender, Port will determine whether each offer is responsive to the requirements of the tender document. A tender shall be considered responsive if the tender: -
- i) Is received by the due date including extension period, if any.
 - ii) Is signed, sealed and marked as stipulated in the tender document.
 - iii) Is accompanied by the required Power of Attorney(s).
 - iv) Contains all the information as requested in the tender document.
 - v) Contains information in Formats as specified in this tender document.
 - vi) Is accompanied by MOU (for Consortium).
 - vii) Does not show inconsistencies between the offer and the supporting documents.
 - viii) 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.
 - ix) A Detailed Project Report (DPR) prepared by reputed Consultant.
 - x) Accompanied by declaration to the effect that their quotes are not below the Base rate of rent as per column **V** of item **I) (A)**. This should be certified as detailed at **Annex-F**.

b) **Clarifications:**

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

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

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 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.

B) EVALUATION FOR TECHNO –COMMERCIAL BID :

The techno commercial bid will be evaluated on the basis of the following details to be submitted by the tenderer:

- i) Profile/ Experience of the Tenderer & Project Related Information as per Annex-D & E.

[Note: The tenderer shall submit a Detailed Project Report prepared by reputed Consultant to supplement the above details]

ii) Financial Capability of the tenderer:

Net Worth of bidders should not be less than Rs. 96,43,154/- against each plot of land.

The Tender shall submit the Net Worth at item – 5 at Annex-D.

Where the tenderer is a Consortium, the aggregate Net Worth for the Consortium would be taken as arithmetic sum of the respective Net Worth of individual members.

The particulars to be submitted by tenderer in respect of Net Worth must be supported by a certificate from a Chartered Accountant/ Certified Public Accountant. The port will however, reserve the right to get the same verified and in case some discrepancy is found, the details as will be ascertained by port, shall prevail for evaluation purpose.

C) EVALUATION OF PRICE PROPOSAL:

- (i) KoPT will open the price offers of those tenderers who will be found techno commercially qualified as per the provisions of this tender document.
- (ii) The evaluation of bids would be made by converting the quoted yearly 'Minimum Guaranteed Traffic' to equivalent monetary value based on wharfage available, as per the prevalent Scale of Rates to arrive at the annual revenue, which will be discounted over the lease period to determine the present value of revenue stream from MGT. In this regard, the discount factor would be the longest term G-Sec rate as per the latest RBI Bulletin.
- iii) Total monetary value of a bid is the aggregate of the upfront premium and present value of revenue from MGT stream.
- iv) The upfront premium quoted by the "aggregate H1 tenderer" in the price bid of tender will be the reserved rate of upfront premium for auction.

The "aggregate H1 tenderer" for this purpose, shall be determined in the following manner :

The tenderer quoting highest amount in aggregate of

- a) the total upfront premium for the land concerned considering the rate of upfront premium quoted by the tenderer in the price bid of the tender and
- b) the amount of wharfage (to be converted to NPV) corresponding to the MGT per annum to be quoted for the lease period (30 years), less the gestation period, in the price bid.

N.B : Evaluation of price bid will be done against each plot as per criteria stated above.

- (v) There would, however, be no auction in respect of MGT.
- vi) KoPT will call all the techno-commercially qualified tenderers to participate in the auction on the date and time to be subsequently informed to the tenderers concerned.
- vii) In case there is only one techno commercially qualified tenderer, the bid will be evaluated on the basis of the quoted rate in the tender only subject to the same being over and above the reserved rate of Upfront Premium.
- viii) The techno commercially qualified tenderer whose offer will be the highest in aggregate on upfront premium of land rentals in auction and present value of the revenue stream from MGT quoted by him in tender will be the successful tenderer.

D) TERMS & CONDITIONS OF LEASE :

- a) **Period of Lease :-** 30 (Thirty) years [from the date of taking over possession of the land concerned on compliance with the required formalities] without any option for automatic renewal.
- b) **Purpose of use :** For setting up of storage and distribution of liquid cargo other than POL products.

c) Rent payable

- i) Accepted Upfront Premium + ST+ E.C + HEC
- ii) Nominal Rent @ Re 1/- per sq mtr. per year.

d) **Municipal Tax etc.:** The lessee shall have to pay municipal taxes etc. as applicable. The lessee shall also be required to pay and discharge all present and future rates, service taxes, cesses, 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 to the Trustees or any Government, Municipal and Public Authority in respect of the demised land and/or building or structures erected by the lessee thereon or owners or occupiers in respect thereof.

e) **Utilisation of land :** The lessee shall have to create the facilities on the demised land and /or to put into use or utilise the same for the stipulated purpose within 24 months from the date of commencement of lease i.e. allotment of land. In case lessee fails to do so the lease shall be liable for termination.

f) **Termination of Lease :** The lease will also contain a clause reserving to the lessor the right to terminate the lease on six months' notice if the demised land or any part thereof is required for the purpose of construction or carrying out of any works or otherwise for the development of the Port or by the Government in the National Interest or in the interest of the public using the same. The Trustees may, if they so decide, purchase the buildings (excluding plant & machinery) erected on the demised land with their approval on payment of compensation to be assessed in the manner as approved by the Central Government. If the lease is cancelled for not complying with the conditions of lease, no compensation shall be payable by the Port.

g) **Compensation :** After the expiry / termination/determination of lease and despite receiving the notice thereof, or forfeiture of lease on account of change of user, assignment etc. if the lessee continues to occupy it unauthorisedly, the lessee shall be liable to pay compensation for wrongful use and occupation of the same at three (3) times the annual lease rent based on updated/latest market value, till vacant possession is obtained by the lessor.

In case of land allotted on upfront basis, the equivalent annual rent would be calculated on pro-rata basis.

h) **Statutory Clearance :** The Lessee shall be responsible for obtaining no objection certificate / licence / registration / approval / sanction / clearance from the appropriate authority as may be required under Environmental (Protection) Act,1986 & other statutory provision / rules and the lessor shall not in any way be liable for the default of the lessee on this account.

i) The lessee shall have to take necessary environmental protection measures for which required provision would have to be made by the lessee. The lessee shall comply with all statutory regulations regarding environment and other issues in connection with the purpose for which the land is demised.

E) REGISTRATION OF LEASE DEED:- The lessee will be required to execute & register a Lease Deed in respect of the concerned land at his own cost.

Lease Deed shall comprise those terms detailed in the Tender Document as well as other standard terms & conditions of lease. Besides, any other conditions, which may be imposed by the Competent Authority before commencement of the lease shall become applicable. A Lease Deed Form is at **Annex-G**.

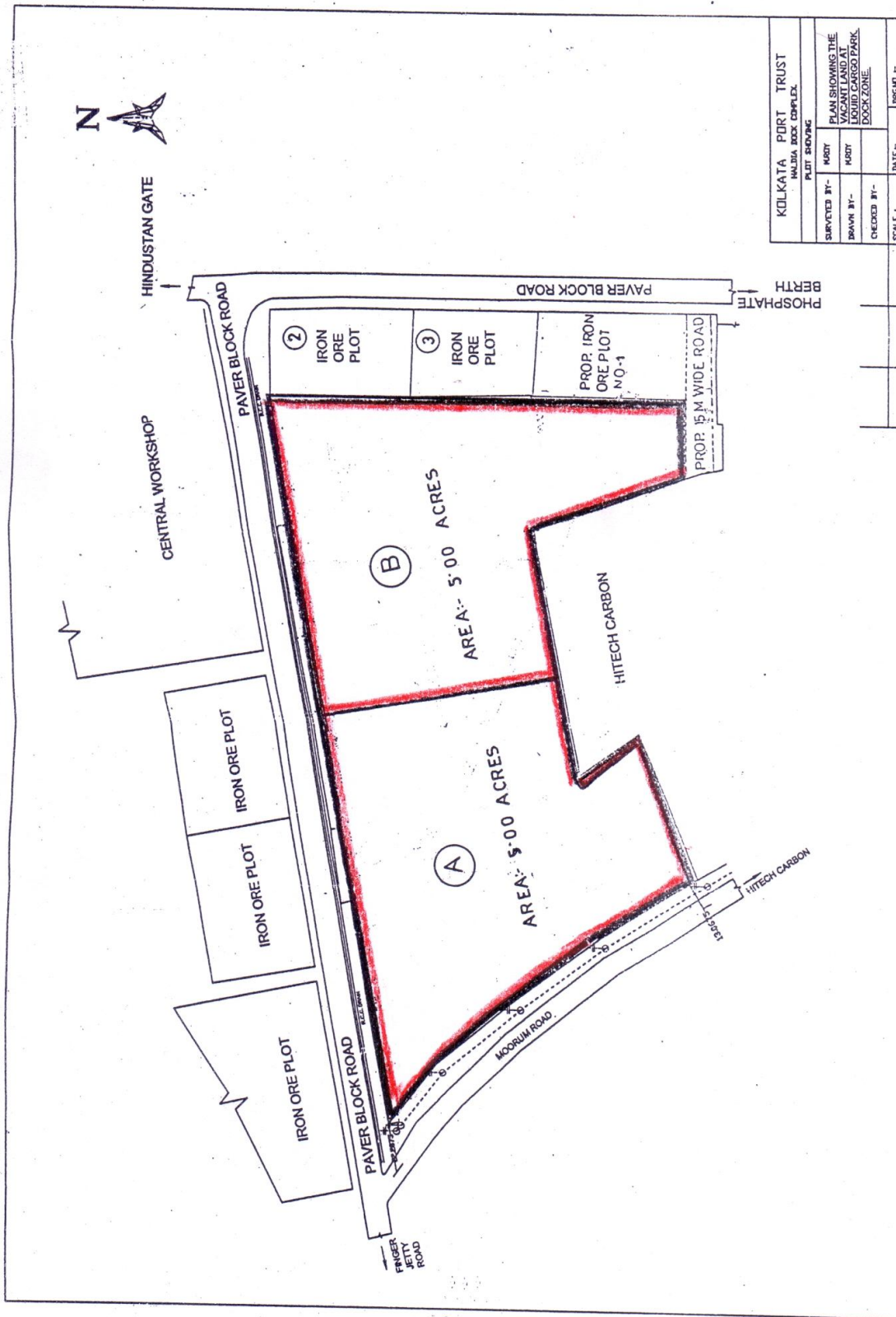
(i) **Preparation cost of Lease Deed** -The lessee shall be required to pay Rs 940/- towards cost of lease form and plans.

(ii) **Custody of Lease Deed** : The Lease Deed after registration shall remain in the custody of the lessor (Port).

The cost of preparing, stamping, executing and registering the Lease Deed shall be borne by the lessee and also the cost of a counterpart of a copy, if required by the lessee.

(F) DOCK PERMIT :- 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 or in connection with operation and maintenance of the installed system during pendency of the lease.

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



**FORMAT FOR POWER OF ATTORNEY
(REGARDING AUTHORISING SIGNATORY OF THE TENDERER)**

Dated :

POWER OF ATTORNEY

To whomsoever it may concern

Mr. _____(Name of the Person(s),
domiciled at _____(Address), acting as
_____ (Designation and name of the firm), and whose
signature is attested below, is hereby authorized on behalf of
_____(Name of the tenderer) to provide
information and respond to enquiries etc. as may be required by the Haldia
Dock Complex, Kolkata Port Trust or any governmental authority in
connection with Haldia Dock Complex, Kolkata Port Trust's Tender No.
Ad/E/T/Land/2015/2 and is hereby further authorized to sign and file
relevant documents in respect of the above.

(Attested signature of
Mr. _____)

For _____(Name of the Tenderer)

For _____(Name of the Tenderer)

**[To be submitted on a Non judicial Stamp Paper of Rs. 50 or
more)**

**FORMAT FOR POWER OF ATTORNEY
(REGARDING AUTHORISATION OF LEAD MEMBER)**

Know all men by these present that We, _____,
_____, _____ and
_____ (hereinafter collectively referred to as
"the Consortium") hereby appoint and authorize _____
as our attorney.

Whereas Haldia Dock Complex , Kolkata Port Trust (hereinafter referred to as "Port") has invited tender for allotment of **40468.55** sq. mtrs. (**or 10 acres**), in two separate plots of **20234.275 sq. mtrs.** or 5 acres each in Dock Zone of Haldia Dock Complex vide Tender No. **Ad/E/T/Land/2015/2** for setting up of storage and distribution of liquid cargo other than POL products.

Whereas the members of the Consortium are interested to participate in the said tender in accordance with the terms & conditions of the Tender No. **Ad/E/T/Land /2015/2.**

And whereas it is necessary under tender conditions for the members of the Consortium to appoint and authorize one of them being in Charge (Lead Member) to do all acts, deeds and things in connection with the aforesaid tender.

We hereby nominate and authorize _____
as our constituted attorney in our name and on our behalf to do or execute all or any of the acts or things in connection with submitting the tender to Port, to follow up with Port and thereafter to do all acts, deeds and things on our behalf until culmination of the process of bidding and thereafter till the Lease Deed is entered into with the successful bidder.
In Witness hereof we have signed this deed on this the _____
day of _____.

1. For and on behalf of _____
2. For and on behalf of _____
3. For and on behalf of _____

[To be submitted on a Non judicial Stamp Paper of Rs. 50 or more)

PROFILE OF THE TENDERER

(To be filled up by the tenderer)

1.	(a) Name of the tenderer [Refer to item 1 (B) of <u>General Information of the Tender before filling up</u>]	:	
	b(i) Address for communication. b(ii) Address of local/branch office, if any.	:	
	(c) Reference of communication modes. (i) Telephone (ii) Fax (iii) Email	:	
	(d) Date of Incorporation and commencement of business of tenderer (in the case of a Consortium, of each member)	:	

	<p>(e) PAN Number details (in the case of a Consortium, of each member)</p> <p>(f) VAT Registration details(in the case of a Consortium, of each member)</p> <p>(g) Current IT Return(in the case of a Consortium, of each member)</p> <p>(h) Professional Tax Challan (in the case of a Consortium, of each member)</p>	
2.	<p>Brief description of the Tenderer, or in the case of a Consortium, of each member, including years of operations of the existing business, the extent it involves/ is dependent on port based activities, etc.</p>	
3.	<p>Details of the existing business of the tenderer or in the case of a Consortium, of each member and their proposed role in this project.</p>	

4.	Past experience of the tenderer (of each member in case of Consortium) in implementing, operating & management of an _____	
5.	<p>Net worth of tenderer at the end of the most recent financial year based on Audited Annual Accounts as per Annex-D supported by a Chartered Accountant/ Certified Public Accountant for each member in case of a Consortium.</p> <p>[Note: * Where the Applicant is a Consortium, the Net Worth would be taken as arithmetic sum of the respective Net Worth of individual members.</p> <p>** Net Worth of bidders should not be less than Rs. 96,43,154/- against each plot of land]</p>	

Date : _____

(Signature)

Place : _____

(Designation & Seal of Office)

Enclosures : _____ Nos.

- Data should be provided separately for each Consortium member.
- * Net Worth = (Subscribed and paid up equity + Reserve)- (Revaluation Reserves + Miscellaneous Expenditure not written off + depreciation not provided for)

**DETAILS OF THE PROJECT PROPOSED TO BE
ESTABLISHED BY THE TENDERER
(To be filled up by the tenderer)**

1.	Project details in brief	:	
----	--------------------------	---	--

2.	Project Cost	:	Rs. crores
3.	Source of financing the proposed project (Documentary evidences to be enclosed).	:	

4.	Schedule of implementation of proposed project	
5	Likely mode of handling cargo at HDC including its transfer between Haldia Dock and project premises.	
6.	Likely mode of aggregation/evacuation of cargo at HDC.	
7.	Measures to be adopted for complying with environmental regulations	

[Note : The tenderer shall submit a Detailed Project Report prepared by reputed Consultant to supplement the above details]

Date : _____

(Signature)

Place : _____

(Designation & Seal of Office)

Enclosures : _____ Nos.

Particulars of “Tender Document Preparation Cost” & “Earnest Money”

Particulars	Location	Area	Amount [in Rs.]	Particulars of Demand Draft / Treasury Receipt/ Proof of Deposit.
I	II	III	IV	V
Tender Document Preparation Cost	In the Dock Zone of Haldia Dock Complex.	Plot 'A' : Land msg. about 20234.275 sq. mtrs. or 5 acres. Plot 'B' : Land msg. about 20234.275 sq. mtrs. or 5 acres.		
Earnest Money N.B. : The tenderer shall have to submit earnest money separately against each plot in case the tenderer intends to submit bid for two plots	In the Dock Zone of Haldia Dock Complex.	Plot 'A' : Land msg. about 20234.275 sq. mtrs. or 5 acres. Plot 'B' : Land msg. about 20234.275 sq. mtrs. or 5 acres.		

(Receipt or Proof of Deposit of Earnest Money and Tender Document Preparation Cost is to be enclosed in the **first** sealed cover)

DECLARATION:

This is to conform that the rate of Upfront Premium quoted by us in the '**Price Part**' is not less than the Reserved rate of Upfront Premium given at the column **V** of item **I) (A) [Page - 4]**

(Signature & Office Seal of the Tenderer)

LEASE DEED FORM

This INDENTURE dated this..... day of.....Two Thousand and and made BETWEEN BOARD OF TRUSTEES FOR THE PORT OF KOLKATA a body corporate constituted under the Major Port Trust 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 Messrs _____ having office at _____ 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 that 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 _____ ALL THAT pieces of land measuring about _____ sq. mtrs. described in the Schedule hereto and more particularly delineated on Plan No. AD/E/LEASE/ _____ dated _____ 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 as from the _____ day of _____, Two Thousand and _____ for the term of 30 years thence next ensuing YIELDING AND PAYING therefor unto the Trustees during the said term the nominal rent per year is amounting to Rs --- (Rupees----- only) being calculated at the rate of Rs._____/ - (Rupees _____only) per sq. metr. In addition to nominal rent as stated above, the lessee shall be required to pay Service Tax, Education Cess & Higher Education cess as applicable. Each year shall be reckoned from the date of commencement of lease. The said yearly rent shall be paid by the lessee in advance. The advance yearly rent whether demanded or not shall be paid by the lessee at the Trustees Finance Office at Jawahar Tower, Haldia on or before the 15th day from the date of beginning of each year succeeding that for which such yearly rent is due and other dues, as applicable, shall be paid by the lessee within 15 days from the date of payment notice 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 by the Government in the National interest or in the interest of the Public using the same and resorting thereto and shall be desirous on any of these grounds of determining this present lease and of such their desire shall give at least six months' prior notice in writing to the Lessee then and in such case immediately on the expiration of said notice this present lease and everything herein contained shall stand determined on payment of compensation in accordance with the formulation as may be approved by

Date of execution.

Purpose, Period and date of lease.

Rent payable.

Determination for port purpose.

the Central Government, 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 building or structure, if any, on the demised 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 shall hand over peaceful & vacant possession of the land with all accretions thereto without raising any objection whatsoever. If the lease is cancelled for not complying with the conditions of lease, no compensation shall be payable by the Trustees.

AND it is agreed, declared and confirmed by the parties hereto that the lessee has paid to Trustees one time Upfront Premium amounting to RS.-
------(Rupees ----- only)
calculated @ Rs. (Rupees -----only) per
100 sq. mtrs. In respect of said demised land.

**Upfront
Premium**

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

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

**Mode of
payment of
rent.**

(2) THAT the Lessee shall have to pay Municipal Taxes etc as applicable. The Lessee will also, from time to time and at all times during the said term pay and discharge all present and future rates, taxes, Service Tax, Education Cess, tolls, 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 to the Trustees or any Government, Municipal and Public Authority in respect of the demised land and/or building or structure thereon erected by the Lessee or the owners or occupiers in respect thereof.

**Payment of
taxes, duties
etc.**

(3) THAT if the Lessee is in arrears of rent at the prescribed rate and / or for other dues arrears payable by the Lessee for the land in lease during the lease term, action, if any, for the situation arising therefrom may be dealt with under the provisions of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971.

**Recovery of
arrears of rent
etc.**

(3A) THAT the Lessor shall also be at liberty to deduct any of its dues from any sum due or to become due to the Lessee under any other agreement with Lessor.

(4) THAT the Lessee will not at any time during the said term without the consent and/or permission in writing of the Trustees received before hand, erect or cause to be erected any building or structure or any permanent structure on the demised land or make any alteration or addition whatsoever in or to any building or structure which may hereafter be erected on the demised land with such consent and or permission.

**Erection of
structures etc.**

All plans for development of leased property shall be got approved from Lessor. For the above, the lessee shall require submit to the lessor necessary plans and other allied drawings in quadruplicate of any storage tanks/plant/pipeline/structure etc. which the lessee may propose to erect together with a site plan in quadruplicate and no construction shall be allowed to be taken in hand until the plans are approved by the lessor and sanctioned by the concerned Statutory Authorities. The types of structure/facilities should confirm to the purpose of the lease and the lessor reserves the right to refuse approval of any plan without assigning any reason thereof.

(5) THAT the Lessee will not at any time during the said term, without such consent and/or permission as above, open earth 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 excavations for the purpose of foundation for permanent buildings or structures, subject to the consent and permission obtained as above.

Excavations

(6) THAT the Lessee shall faithfully observe and follow all laws, Rules, Regulations, Notifications whatsoever governing the use of the demised land and storage tanks/plants/machinery or structures, if any, erected or built thereon.

Observation of Laws, Rules etc.

(7) THAT the lessee shall have to utilize the leased land for the purpose for which the land is demised within a period of 24 months from the date of possession of the land. That the Lessee shall not use the demised land or any part thereof or any building or structure that may be erected thereon or any portion thereof, for any purposes other than that for which the demised land is let out to the Lessee, save and except with the previous consent of the Trustees obtained, in writing. In case the lessee fails to do so, the lease shall be liable for termination.

Utilization of the land

(8) THAT the Lessee will not transfer / assign the demised land or the building or structures, if any, erected thereon or any part thereof, with anybody or with any organization without the prior consent of the Trustees. In case permission is granted it may be on such terms & conditions as contained in the prevailing Land Policy Guideline issued by the Central Government and the Trustees may think fit. If permission is refused the Trustees should not be called upon to assign any reasons for such refusal.

Transfer of lease

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

(9) THAT the Lessee will not offer the demised land or any portion thereof as Security, either in Court or anywhere, without the prior consent, in writing, of the Trustees. In case permission is granted it may be on such terms & conditions as contained the prevailing Land Policy Guideline issued by the Central Government.

Mortgage

(10) THAT the Lessee shall not effect or cause or allow to be effected any change in the formation, constitution or composition of their business, or the name of the business without the prior permission in writing, of the Trustees.

Provided however and it is hereby stipulated that request for change in the formation, constitution or composition of their business shall only be entertained by the Trustees subject to compliance of all legal formalities by the lessee.

(11) THAT it shall be lawful for the Trustees, their agents and staff at any reasonable time, to enter upon the demised land with a view to inspect and examine the condition of the same, and the manner of construction of any building, or structure or erection, for the time being under construction, or already constructed or for the purpose of constructing, laying, altering, repairing or maintaining any water-courses, drains, pipes or electric wires in connection with any adjoining property of the Trustees, filling up excavations made and otherwise making good any damage done to the demised land or to property of the Lessees 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 and or loss or inconvenience that the Lessee may suffer in this connection.

Access of the Trustees' staff to the demised land.

(12) 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 or structure that may be erected thereon, any act or thing which shall 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.

Causing inconvenience to neighbours.

(13) 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 work and observe and perform all such rules and conditions which shall appear to the Trustees and/or to 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 in good sanitary order and condition.

Maintenance of sanitary condition.

(14) THAT the Lessee shall also make their own arrangements for safety and security (including fire fighting arrangements) of the demised land and/or any building or structure erected thereon by it on the condition aforesaid.

Safety & Security

(15) THAT the Lessee shall arrange the electricity, water supply, etc. to the demised land by itself at its costs and expenses, and in doing so for laying electric / waterline(s), outside the leasehold land, the Lessee shall have to obtain consent and / or permission, in writing, from the Lessor in advance.

Electricity, water supply etc.

(15) (a) The lessee shall also have to obtain way-leave licence from the Lessor for laying any pipelines, electric lines, waterlines, conveyors, railway lines etc. on Lessor's land outside the demised land at their own cost and arrangement and on payment of necessary way leave charges as per Schedule of Rent.

Way-leave licence.

(16) THAT the Lessee will, at the expiration, or sooner determination of the said term, quietly and peacefully deliver and yield up vacant possession of the demised land as a whole unto the Trustees with all buildings or structures or erections, if any, erected thereon by them but not removed due to any reason for failure, prior to making over such possession to the Trustees.

Yielding up the demised land at the expiry or determination of the term.

(17) THAT if with the expiration/determination of the lease, the Lessee fails and/or refuses to make over the possession as above, they shall be dealt with under the provisions of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.

(17)(a) THAT after the expiration / termination / determination of lease and despite receiving the notice thereof, or forfeiture of the lease on account of change of user, assignment etc., if the Lessee continues to occupy it unauthorisedly, the lessee shall be liable to pay compensation for wrongful use and occupation at (3) times the annual lease rent based on updated/latest market value till vacant possession is obtained by the Port

In case of land allotted on upfront basis, the equivalent annual rent would be calculated on pro-rata basis.

(18) AND PROVIDED ALSO and it is hereby expressly agreed that the Lessee shall construct culverts over all water-pipes which may pass through the demised land, and over which buildings or structures may be erected in such manner and shall allow to the Trustees, their staff and agents, free access at all times to the said water-pipes for maintenance & repair.

Construction of culverts over water pipes etc.

(19) THAT, 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 and other dues for the demised land within one month from the due date of payment, interest at the rate of 14.25% per annum will be levied on the outstanding dues from the due date of payment.

Interest on outstanding dues

(20) THAT the statutory powers hereafter conferred upon the Trustees, shall automatically apply to the demised land and provisions in that respect shall be deemed to have been incorporated in these presents and the Lessee shall be deemed to have constructive notice thereof.

Statutory powers

(21) THAT any notice required to be given to the Lessee hereunder, may be served on the Lessee by sending the same through the post, addressed to them at the address above mentioned, and shall be deemed to have been duly served on them on the day next subsequent to the day on which it was posted, notwithstanding any provision in any law for the time being to the contrary.

Service of notice

(22) THAT no portion of the demised land or building 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 shrine, tomb, temple or mosque, however small or insignificant may be.

Utilization of the demised land as shrine

(23) THAT the lease after registration shall remain in the custody of the Trustees. The costs of preparing, stamping and registering the lease and incidental expenses of whatever nature, shall be borne by the Lessee, including the cost of a copy of the Lease Deed, if required by the Lessee.

Custody of the lease

(24) THAT the Lessee shall during the entire term of the demise, properly maintain the boundaries of the demised land by masonry pillars or fencing to be built and erected at their own cost.

Maintenance of boundaries

PROVIDED ALWAYS that, in the event of the Lessee failing to do so, the Trustees shall, without prejudice to their other rights under these presents at their absolute discretion, be at liberty to carry out the work as aforesaid in such manner as they shall in their absolute discretion think fit and proper, and to recover from the Lessee the amount spent by them for the purpose.

(25) THAT the Lessee shall not exhibit or allow to be exhibited any advertisement or placards or hoarding or other mode of representation on above or within or outside the demised land and/or the building or structure 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 itself 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.

Exhibition of advertisement etc.

(26) THAT the Lessee shall be responsible for obtaining no objection certificate / licence / registration / approval / sanction / clearance from the appropriate authority as may be required under Environmental (Protection) Act,1986 & other statutory provision / rules and the lessor shall not in any way be liable for the default of the lessee on this account.

Statutory Clearances

The lessee shall have to take necessary environmental protection measures for which required provision would have to be made by the lessee. The lessee shall comply with all statutory regulations regarding environment and other issues in connection with the purpose for which the land is demised.

(27) THAT the Lessee shall have to observe, perform & comply with all stipulations and requisitions which may from time to time be made by Government or the lessor or any other authority statutory or otherwise in respect of the demised land and/or the structure / machineries / plants thereon or any portion thereof respectively.

The Lessee shall have to follow all safety norms as specified by the competent authorities.

(28) THAT the Lessee shall obtain at their arrangement, permission from the competent authority for the proposed purpose of utilisation of the land and comply with all necessary rules, as may be required in this regard.

(29) THAT the Lessee shall have to obtain prior permission / sanction / clearance, in writing, from the lessor and fulfil all statutory and Port rules for handling / storage of any cargo.

(30) 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 other rights conferred on the Trustees under these presents, be liable to pay to the Trustees damages at such rate and for such period as the General Manager (M&S), Haldia Dock Complex, of the Trustees shall in his absolute discretion deem fit and proper. For the purpose of this clause the said General Manager (M&S) is to be deemed an arbitrator appointed by the parties; PROVIDED ALWAYS that in the event of any 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, claim or action whatsoever that the Trustees may be put to or the Trustees may in anywise incur in any way relating thereto or arising therefrom.

Indemnity

(31) THAT the Lessee shall obtain prior approval of the Central Ground Water Board and also of the Trustees' said General Manager for sinking any tubewell within the demised land. The approval, so obtained from the Central Ground Water Board, should be submitted to the office of the Trustees' said General Manager for record.

(32) THAT the lease shall not have any option for renewal after 30 years.

(33) THAT the lessee shall during the said term, pay in connection with any siding of which the lessor may allow the use, subject to feasibility, all haulage and siding charges at the scheduled rates for such charges as may from time to time be fixed by the Trustees.

Payment of Siding Charges

(34) AND also the lessee shall for any such siding execute an Indemnity Agreement & also a Working Agreement as may be required by the Trustees Manager (Railway) for delivery of foreign wagons at their siding prior to submission of Railway Receipts and shall also pay the fixed Security Deposits demanded by the Manager (Rlys.) for working under the Indemnity Agreement System and shall also observe and comply with all rules, regulations and conditions made or to be made by the Manager (Rlys.) from time to time for the proper working of the siding, proper care of the wagons and such other matters as the Manager (Rlys.) may think fit and proper.

Railway Siding

(35) The lessee may utilize the lessor's railway network for connecting their project premises by rail head for evacuation /aggregation of their cargo relating to the project subject to feasibility of the same. If HDC/KoPT railway network is utilized, a separate Railway Siding Agreement shall have to be entered into with the lessor.

Railway Siding Agreement

(36) The lessee shall be solely responsible for immediate reporting to Lessor, Police and Inspectorate of Dock Safety of any serious or fatal accident on the premises leased, if necessary.

Reporting of accident etc.

(37) Allotment of land would not imply any clearance for the proposed handling of any specified cargo at Haldia Dock Complex, which matter shall have to be separately taken up by the lessee with the lessor.

(38) THAT the Lessee shall have to ensure proper parking of dumpers, lorries etc. within the demised land so as not to cause any inconvenience to movement of vehicles on the main road.

Parking Area

(39) THAT the Lessee shall on or before the execution of these presents, deposit with the Trustees in cash a sum equivalent to twenty four months' rent as per updated rate of SoR as 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 said sum and apply the said sum or any part thereof as the Trustees may at their discretion decide 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 of appropriation, then, after the 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 so as, in part, 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 which 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,

Security Deposit

effect such appropriation. And provided again, that for the purpose of this Clause, rent shall mean to include, besides the monthly rent payable at any point of time during the validity of the lease, such municipal rates, cesses and taxes etc. as are leviable at that point of time, notwithstanding anything contained in any other laws for the time being.

(40) That the lessee shall have to achieve / fulfil the clause regarding Minimum Guaranteed Traffic (MGT) as set out in the Tender Document [Clause – I(H)]. Failure to maintain the Performance Guarantee in terms of clause – I (H) of concerned Tender Document (Tender No. Ad/E/T/Land/2015/1) will render the lease liable for termination.

**Minimum
Guaranteed
Traffic (MGT)**

(41) That the Land Policy Guidelines for Major Ports -2014 issued by Ministry of Shipping, Government of India on Land and Waterfront Management in January, 2014 as amended from time to time shall be applicable in respect of the demised land.

AND the Trustees hereby covenant with the Lessee in manner following: -

(1) THAT they will at all times during the said term, pay the Municipal taxes payable in respect of the demised land and the buildings or structures that may hereafter be erected thereon by the Lessee. The Lessor shall not take any responsibility in the matter.

**Payment of
owner's share
of taxes.**

(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.

**Peaceful
holding of the
land by the
Lessee.**

(3) PROVIDED ALWAYS and these presents stated upon the express condition that, if the said advance annual 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 commits at any time a breach of or fails or neglects 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 becomes / become insolvent or commits an act of insolvency or be adjudicated insolvent or enter into a composition or arrangement with his or their creditors, or if the Lessee, being a Company or corporate body goes into liquidation or be wound up, whether compulsorily or voluntarily (except for the purpose of amalgamation or reconstruction) or suffer any execution proceedings to be levied or a Receiver to be appointed in respect of any of their property 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 been re-possessioned and enjoyed, as if these presents had not been made, but without prejudice to any right or 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.

**Resumption of
the demised
land in default
of rent and for
other legal
disabilities.**

PROVIDED further and these presents stated 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 **24 months** from the date of obtaining possession, the Trustees shall be at liberty immediately thereafter to resume the demised land, after giving due notice, in writing, to the Lessee. 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 the Trustees' General Manager (M&S), Haldia Dock Complex shall be final and conclusive and that for unauthorised occupation it would be dealt with the provision of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971. Provided however that the Lessee shall remain liable for payment of all rents, taxes, charges, compensation etc. for the period until possession of the demised land is delivered to the Trustees by the Lessee.

(4) 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 provision for determination first hereinbefore contained remove at their own cost all factories, buildings or structures and fixtures, if any, erected or set up by or belonging to the Lessee on the demised land and all factories, buildings, structures & fixtures not so removed shall at the expiration or previous determination of the said term of 30 years as the case may be, shall become the absolute property of the Trustees, without payment to the Lessee of any compensation therefor, whatsoever 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.

PROVIDED ALSO and it is hereby also agreed and declared that, notwithstanding anything hereinbefore contained in it, this lease shall be determined by the Trustees by at least six months' notice in writing under the power in that behalf hereinbefore reserved, the Lessee shall be entitled at any time after such notice and before such determination to give notice in writing to the Trustees requiring them to purchase all buildings or structures and fixtures/erections erected by the Lessee with the consent and/or permission of the Trustees in writing, as provided in Clause-4 hereof and at the time of such six months' notice from the Trustees, standing and being on the demised land and in case such notice is given, the Trustees may, if they so decide purchase such buildings, or structures and fixtures/ erections accordingly (but without any plant or machinery therein or else-where upon the demised land whether attached thereto or not) and in the event of the Trustees deciding to purchase the buildings, structures and fixtures/erections as aforesaid, the price to be paid therefor shall be assessed by the Competent Authority of the Lessor.

Transfer of the ownership of the Lessees' structures etc. to the Trustees at the expiration of the term or prior determination.

Compensation

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 arises between them as to the amount of the said price to be paid to the Lessee as aforesaid or as to the matter of ascertainment or calculation of the same, such dispute or difference shall be referred to the Arbitration of two independent persons, one to be appointed by each party, with power to the Arbitrators to nominate a third Arbitrator as Presiding Arbitrator, before proceeding with such reference and this agreement shall be deemed to be a submission within the meaning of the Arbitration & Conciliation Act, 1996 or any statutory modification 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 third Arbitrator as Presiding Arbitrator, as the case may be, shall be final and binding on both the parties.

(5) PROVIDED further if any dispute of difference or claims of any other kind arises between the Lessor and the Lessee in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, or the rights, duties or liabilities or any Party under this Agreement, whether before or after the termination of this Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

Dispute Resolution by Amicable Settlement

AND the Parties may, in appropriate cases agree to refer the matter to an Expert appointed by them with mutual consent. The Parties agree to abide by the decision / opinion of the Expert. The cost of obtaining the service of the Expert shall be shared equally.

Assistance of Expert

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

Arbitrators

AND the place of arbitration shall be in Kolkata, West Bengal, India.

Place of Arbitration

AND the request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be language to be used in the hearings.

English language

AND the procedure to be followed within the arbitration, including appointment of arbitrator / arbitral tribunal, the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.

AND any decision of award resulting from a arbitration shall be final and binding upon the parties, without prejudice to any rights to appeal or to review of such award by any court or tribunal as permitted by law. The parties hereto agree that the arbitral award may be enforced against the parties to the arbitration proceeding or their assets wherever they may be found and that a judgement upon the arbitral award may be entered in any court having jurisdiction thereto.

Enforcement of Award

AND the fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by party.

Fees and Expenses

AND pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published, the parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

Performance during Arbitration

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 for the Port of Calcutta and duly signed in the presence of _____

_____ at _____

Lessor

Signed sealed and delivered for and on behalf of the above named by their _____

Shri _____

in the presence of _____

at _____

(Lessee)

THE SCHEDULE/HEREINBEFORE REFERRED TO

Lease Deed prepared by :

Lease Deed vetted by :

Lease Deed compared by :

Lease Deed checked by :

PRICE PART
SCHEDULE OF RATES

1. Rate of Upfront Premium quoted by the tenderer

Plot No.	Description of land	Rate of Upfront Premium quoted per 100 sq. mtrs.	
		(Rs. in figure)	(Rs. in words)
0	I	II	III
'A'	Land msg. about 20234.275 sq. mtrs. (or 5 acres) in the Dock Zone of Haldia Dock Complex.		
'B'	Land msg. about 20234.275 sq. mtrs. (or 5 acres) in the Dock Zone of Haldia Dock Complex.		

2. Minimum Guaranteed Traffic per annum (MGT)

Plot No.	Description of land	Description of commodity	Coastal Cargo (in tonnage)	Foreign Cargo (in tonnage)	Total Cargo to be handle per annum (in tonnage)
'A'	Land msg. about 20234.275 sq. mtrs. (or 5 acres) in the Dock Zone of Haldia Dock Complex.				
'B'	Land msg. about 20234.275 sq. mtrs. (or 5 acres) in the Dock Zone of Haldia Dock Complex.				

(Signature & office seal of the Tenderer)

Witness

Name :

Signature :

Address :

Note :

- 1) The offer of a tenderer who quotes an amount less than the Reserved Rate of Upfront Premium (Rs. 2,40,951/- per 100 sq. mtrs.) as given at column V of item I) (A), shall be rejected outright.
- 2) 'Price Part' shall contain rates of Upfront Premium only and no conditions whatsoever. Any condition imposed in 'Price Part' shall make the bid liable for outright rejection.
- 3) Earnest Money of the bidders quoting less than Reserve Rate of Upfront Premium provided in the Price Part will be forfeited and the bidders will not qualify.

