

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

TENDER DOCUMENT

FOR

**ALLOTMENT OF 10.171 ACRES OF LAND AT LIQUID CARGO
PARK BEHIND FINGER JETTY AT
HALDIA, WEST BENGAL**

FOR

**SETIING UP OF INDUSTRY / STORAGE TERMINAL /
STORAGE FACILITIES THROUGH TENDER-CUM-
AUCTION**

Tender No : AD/E/T/Land/1406/ITUAL/2/2019



DISCLAIMER

The information contained in this Notice Inviting Tender and Tender Document or subsequently provided to bidder(s), whether verbally or in Documentary or any other form by or on behalf of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT) or any of its employees or advisers, is provided to bidder(s) on the terms and conditions set out in this Notice Inviting Tender and Tender Document and such other terms and conditions subject to which such information is provided.

This Notice Inviting Tender and Tender Document is not an agreement and is neither an offer nor invitation by HDC, KoPT to the prospective bidder(s) or any other person. The purpose of this Notice Inviting Tender and Tender Document is to provide interested parties with information that may be useful to them in the formulation of their Bids/Tenders pursuant to this Notice Inviting Tender and Tender Document. This Notice Inviting Tender and Tender Document include statements, which reflect various assumptions and assessments arrived at by HDC, KoPT in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require. This Notice Inviting Tender and Tender Document may not be appropriate for all persons, and it is not possible for HDC, KoPT, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Notice Inviting Tender and Tender Document. The assumptions, assessments, statements and information contained in this Notice Inviting Tender and Tender Document may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct own investigation and analysis and check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Notice Inviting Tender and Tender Document and obtain independent advice from appropriate sources, for which HDC, KoPT shall neither be responsible nor incur any financial cost or expense.

Information provided in this Notice Inviting Tender and Tender Document to the bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HDC, KoPT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

HDC, KoPT, its employees and advisers make no representation or warranty and shall have no liability to any person including any Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Notice Inviting Tender and Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Notice Inviting Tender and Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Notice Inviting Tender and Tender Document or arising in any way in this Selection Process.

HDC, KoPT also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Tenderer upon the statements contained in this Notice Inviting Tender and Tender Document.

HDC, KoPT may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Notice Inviting Tender and Tender Document. The issue of this Notice Inviting Tender and Tender Document does

not imply that HDC, KoPT is bound to select a Tenderer or to appoint the Selected bidder, as the case may be, for the project and HDC, KoPT reserves the right to reject all or any of the Bids/Tenders without assigning any reasons whatsoever.

The Bidder/Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid/Tender including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by HDC, KoPT or any other costs incurred in connection with or relating to its Bid/Tender. All such costs and expenses will remain with the Tenderer and HDC, KoPT shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Tenderer in preparation or submission of the Bid/Tender, regardless of the conduct or outcome of the selection process.

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**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

Office of the Administration Division, Jawahar Tower Annexe,
P.O.: - Haldia Township, Dist.: Purba Midnapore,
PIN : 721607, West Bengal.
Ph. No. 03224 265490, FAX :03224-263152

NOTIC INVITING TENDER (NIT)

E-Tender under two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reputed organizations / Industrial Houses either individually or in a Consortium with other Industrial Houses/Financial Institutions/ &/or Infrastructure Development Company, etc for **allotment of KoPT land msg. about 10.171 acres (or 41,160.56 sq.mtrs.) at liquid cargo park behind Finger Jetty in the Dock Zone of Haldia Dock Complex, Haldia on “as is where is” basis, on upfront rent basis for setting up of Industry/ Storage Terminal / Storage facilities through tender-cum-auction.**

The Tender Document may be seen from MSTC website www.mstcecommerce.com, <https://eprocure.gov.in> and www.kolkataporttrust.gov.in. However, Corrigendum / Addendum / clarifications, if any, shall be hosted only on MSTC website www.mstcecommerce.com and www.kolkataporttrust.gov.in.

Further, intending bidders shall submit their bid electronically only through MSTC website www.mstcecommerce.com. Tenderers should visit the websites frequently. [Any clarification on technicality of submission of bid for e-tendering, queries may be sent to email of MSTC website www.mistecommerce.com]

SCHEDULE OF TENDER (SOT):

a.	TENDER NO.	AD/E/T/Land/1406/ITUAL/2/2019
b.	MODE OF TENDER	e-tender System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender shall be accepted by Haldia Dock Complex , Kolkata Port Trust.
c.	E-Tender No. (System Generated)	MSTC/ERO/HALDIA DOCK COMPLEX/9/HALDIA/19-20/10142
d.	Date of NIT available to parties to download	05.07.2019
e.	Offline Pre-Bid Meeting date & Time	17.07.2019 at 11.30 hrs.
	Queries, if any, to be sent by :	12.07.2019
f.	Site inspection date and time	17.07.2019 at 10.30 hrs.
g.	i) Earnest Money Deposit	The intending bidders should submit Earnest Money of Rs. 7,70,823/- (Rupees seven lakh seventy thousand eight hundred twenty three only) for land msg. about 10.171 acres (or 41,160.56 sq.mtrs.) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected. The bidders are advised to deposit Earnest Money through ECS (RTGS/NEFT) in favour of Kolkata Port Trust, Haldia Dock Complex directly into the designated bank account. Details of the bank account is appended hereunder.

		<p>a) Name of Bank & Branch: United Bank of India, Haldia Dock Complex Branch,</p> <p>b) Account No.: 1604050000310,</p> <p>c) IFS Code: UTBI0HDCF75.</p> <p>Concerned tenderers must ensure that the remitting bank positively enters their name and System Generated E - Tender no. in the 'Sender to Receiver' column at the time of making payment of earnest money by RTGS/NEFT.</p> <p><i>Tenderers should deposit Earnest Money before filling and submission of bids.</i></p> <p>Details of Earnest money remitted should be entered by the participating Tenderers in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting Tenderer :</p> <p>b) E- Tender No. :</p> <p>c) Amount remitted :</p> <p>d) Remittance Bank Details:</p> <p>e) U.T.R No. :</p> <p>f) Date:</p>
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ii)	Bid Document fee	<p>The intending bidders should submit the Bid Document Fee of Rs. 2,500/- (Rupees Two thousand five hundred only) (non-refundable), as per the payment mode as mentioned above alongwith their offer otherwise their offer will be summarily rejected.</p> <p>Tenderers should deposit Bid Document Fee before filling and submission of bids.</p> <p>Details of Bid Document Fee remitted should be entered by the participating Tenderers in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting Tenderer :</p> <p>b) E- Tender No. :</p> <p>c) Amount remitted :</p> <p>d) Remittance Bank Details:</p> <p>e) U.T.R No. :</p>
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		f) Date:
h.	Last date of submission of EMD & Bid Document fee at HDC.	31.07.2019 upto 13.30 hrs.
i.	Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at http://www.mstcecommerce.com/auctionhome/kopt/index.jsp/	24.07.2019 from 11.00 hrs.
j.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	31.07.2019 at 14.30 hrs.
k.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date of opening of Part II i.e. Price Bid shall be informed separately	31.07.2019 after 16.00 hrs.

Part – I: Techno-Commercial Bid**IMPORTANT INSTRUCTIONS TO E-TENDER**

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

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

1.	<p>Process of E-tender:</p> <p>A) Registration:</p> <p>(i) The process involves registration of bidders with MSTC e-tender portal which is free of cost. For this purpose, any willing bidder is required to apply online through the MSTC website www.mstcecommerce.com/auctionhome/kopt/index.jsp as per details given in this tender document.</p> <p>(ii) Only after registration, the bidder(s) can submit his/their bids electronically. Electronic bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The bidder should possess at least Class II signing type digital certificate (Bids will not be recorded without Digital Signature).</p> <p>(iii) Any willing bidder not yet in possession of at least Class II signing type digital certificate, would be required to obtain the same at their own cost and arrangement prior to participation in the instant tender.</p> <p>(iv) Bidders are to make their own arrangement for bidding from a P.C. connected with Internet. Neither KoPT nor MSTC shall be responsible for making such arrangement.</p> <p>SPECIAL NOTE: BOTH PRICE BID AND TECHNO-COMMERCIAL BID ARE TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/auctionhome/kopt/index.jsp</p> <p>1) Bidders are required to register themselves online with www.mstcecommerce.com/auctionhome/kopt/index.jsp → Registration → Register as Bidders' Filling in details and creating own user-id and password→ Submit.</p> <p>2) Bidders will receive a system generated mail confirming their registration in their e-mail ID which will be provided during filling in the registration form. This email shall be forwarded to the contact persons of MSTC as mentioned below. Bidders are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem. In case of any clarification, bidders are advised to contact HDC/MSTC (before the scheduled time of the e-tender).</p> <p>Contact person (HDC):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; padding: 5px;"> 1. Mr. C. Chatterjee Sr.Dy. Manager(Admn) Haldia Dock Complex Ph. No. 03224 265490 Mb. No.94340 83699 E-mail: cchatterjee.hdc@nic.in </td> <td style="width: 33%; padding: 5px;"> 2. Mr. P. Dey, Field Officer (Admn) Haldia Dock Complex Ph. No.03224 265291 Mb. No. 94340 31713 E-mail: pdey.hdc@nic.in </td> <td style="width: 33%; padding: 5px;"> 3. Ms. A. Mondal Asstt. Manager(Admn) Haldia Dock Complex Ph. No. 03224 265486 Mb. No. 94340 31231 E-mail: amondal.hdc@gov.in </td> </tr> </table> <p>Contact person (MSTC): (MSTC Helpdesk (033)22901004)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> 1. Shri Sabyasachi Mukherjee Contact No.- 07278030407 E-mail- smukherjee@mstcindia.co.in </td> <td style="width: 50%; padding: 5px;"> 2. Shri K. Kranthi Kumar Contact No. 9174009882 E-mail- kkumar@mstcindia.co.in </td> </tr> </table>	1. Mr. C. Chatterjee Sr.Dy. Manager(Admn) Haldia Dock Complex Ph. No. 03224 265490 Mb. No.94340 83699 E-mail: cchatterjee.hdc@nic.in	2. Mr. P. Dey, Field Officer (Admn) Haldia Dock Complex Ph. No.03224 265291 Mb. No. 94340 31713 E-mail: pdey.hdc@nic.in	3. Ms. A. Mondal Asstt. Manager(Admn) Haldia Dock Complex Ph. No. 03224 265486 Mb. No. 94340 31231 E-mail: amondal.hdc@gov.in	1. Shri Sabyasachi Mukherjee Contact No.- 07278030407 E-mail- smukherjee@mstcindia.co.in	2. Shri K. Kranthi Kumar Contact No. 9174009882 E-mail- kkumar@mstcindia.co.in
1. Mr. C. Chatterjee Sr.Dy. Manager(Admn) Haldia Dock Complex Ph. No. 03224 265490 Mb. No.94340 83699 E-mail: cchatterjee.hdc@nic.in	2. Mr. P. Dey, Field Officer (Admn) Haldia Dock Complex Ph. No.03224 265291 Mb. No. 94340 31713 E-mail: pdey.hdc@nic.in	3. Ms. A. Mondal Asstt. Manager(Admn) Haldia Dock Complex Ph. No. 03224 265486 Mb. No. 94340 31231 E-mail: amondal.hdc@gov.in				
1. Shri Sabyasachi Mukherjee Contact No.- 07278030407 E-mail- smukherjee@mstcindia.co.in	2. Shri K. Kranthi Kumar Contact No. 9174009882 E-mail- kkumar@mstcindia.co.in					

B) System Requirement:

i) Windows XP-SP3 & above/Windows 7 Operating System / Windows 8 ii) IE-7 and above Internet browser. iv) Signing type digital signature v) JRE software to be downloaded and installed in the system. To enable ALL active X controls and disable 'use pop up blocker' under Tools →Internet Options→ custom level.

The system requirements are as follows:

- Operating System- Windows XP Service Pack III and above
- Web Browser- Preferred IE 7 and above.
- Active-X Controls Should be enabled as follows:
Tools =>Internet Options =>Security =>Custom Level => Enable all Active-X Controls
=>Disable "Use Pop-up Blocker"
- Java (Latest is JRE 8 Update 101 – File name Windows X-86 Offline)

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

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

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

2. **Format of Bid:**

(A) Part I Techno-Commercial Bid will be opened electronically on specified date and time as given in the Tender Notice. Bidder(s) cannot witness electronic opening of bid since the same is not a public event.

(B) Part II Price Bid: All the Techno-Commercially qualified bidders shall have to participate in the e-auction for which date & time will be intimated separately. Once the e-auction amongst the qualified tenderers is over, Price Bids of those bidders shall be opened electronically.

All entries in the tender (**both Techno-commercial Bid and Price Bid**) should be entered online without any ambiguity.

The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

Note :

- (i) Any necessary notice/ addendum/ extension notice/ corrigendum to the tender would also be hoisted in the e-tendering portal of M.S.T.C under the "**Notification**" Link
- (ii) E-tender cannot be accessed after the due date and time mentioned in this Tender Notice, unless extended further with due notice in the website.
- (iii) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

3. **Remittance of Tender Fee & EMD:** As per Clause g (i) and g(ii) in Schedule of Tender (above)

4.	Submission of on-line bid: As per Appendix-F
4.1	The bidder(s), who have submitted the above fees, can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com →KOPT →Lease of Property→ Login →Click for Auctions→ Stage I Bid Submission→ Live Auctions →Selection of the live event→ Techno Commercial and Price Bids.
4.2	The bidder should allow to run Java Encryption Applet by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run, the bidder will not be able to save/submit their bid and will get the error messages.
4.3	After filling in the Common Terms bidder should click 'save' for recording their Commercial bid. Then the link for Techno-Commercial Bid would be activated and the bidder should click on 'save' for recording their Techno-Commercial bid subsequently. Once the same is done, the Price Bid link becomes active and the same has to be filled in and then bidder should click on "save" to record their price bid. Once both the Techno-Commercial bid & Price bid are saved, the bidder can click on the "Submit" button to register their bid.
4.4	Bidder's alertness / duty:
4.4.1	There is no provision to take out the list of prospective bidders downloading the tender document from the website mentioned in NIT. Hence, it is not possible for HDC to intimate each of them individually at every intermediate stage. As such, all prospective bidders are requested to see the website once again before the due date of tender opening to ensure that they have not missed any extension or any other notice/ corrigendum/ addendum/ clarifications, if any, uploaded against the said tender, after downloading the tender document. The responsibility of downloading the subsequent item, if any, will be the sole responsibility of the prospective bidders.
4.4.2	All correspondence to the bidder(s) after participation in the tender shall be sent by e-mail only during the process till finalization of tender by HDC. Hence, the bidders are required to ensure that their e-mail ID provided is valid and updated at the stage of their registration with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
4.5	Uploading of documents: Bidders are advised to use 'Attach Docs' link in the bidding floor to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for uploading is 4 MB. For further assistance, instructions of Vendor Guide are to be followed.
4.6	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his automatic acceptance of all the terms & conditions for the tender including those contained in the extension or any other notice/ corrigendum/ addendum/ clarifications, if any.
4.7	Price Bid submission: As per Appendix-F
5.	E-auction: At the stage of e-auction amongst the techno-commercially qualified bidders, the bidders shall only quote the bid value.
6.	Price bid opening:
	All the Techno-Commercially qualified bidders shall have to participate in the e-auction for which date & time will be intimated separately. Thereafter, Price Bid will be opened electronically.
NOTE:	
(a) A bid can be edited and documents can be uploaded any number of times before the final submission of bid (i.e. before clicking on Sign & Encrypt). Once the bid is submitted by clicking on Final Submission, further editing is not allowed.	
However, deletion of the bid, followed by resubmission of the bid, with no additional amount of EMD and tender fee, is allowed upto the closing time of the tender.	

(b) After the closing time of event has passed, no bid will be accepted by the system. Hence, bidders are advised to make final submission of their bids well within time.

(c) In all cases, bidders should use their own ID and Password alongwith Digital Signature at the time of submission of their bid.

(d) During the entire e-tender-cum-e-auction process, the bidders will remain completely anonymous to one another and also to everybody else.

(e) The e-tender floor shall remain open from the pre-announced date & time and for such duration as mentioned above.

(f) All electronic bids submitted during the e-tender process shall be legally binding on the bidder.

(g) KoPT reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, as the case may be, without assigning any reason thereof.

1. GENERAL INFORMATION TO THE TENDERER**Part – I : Techno-Commercial Bid****1.1 Particulars of Land:**

Area Particular of land to be leased out	Location	Purpose of use	Period of Lease	Reserve rate of Upfront Rent per 100 sq. mtrs.	Earnest Money Deposit
I	II	III	IV	V	VI
Land msg. about 10.171 acres (or 41,160.56 sq.mtrs.)	At liquid cargo park behind Finger Jetty in the Dock Zone of Haldia Dock Complex, Haldia	Setting up of Industry/storage terminal/storage facilities	30 years without any option of automatic renewal	Rs. 3,03,358/-	Rs.7,70,823/-

- 1.2** (i) Sketch Plan showing the concerned plot of land is given at **Annexure-III**.
- (ii) The lands will be allotted on 'as is where is' basis.
- (iii) No sub-lease / subletting or parting with possession of the leased land will be allowed.
- (iv) The lessee shall have to utilize the lands for the purpose for which it is allotted within a period of **24 months** from the date of commencement of lease (i.e. date of allotment of land).

1.3 Regarding Reserved Rate of Upfront Rent per 100 sq. mtr. mentioned at column – (v) of table under item no 1.1., following may be noted :

- (i) The Reserved Rate of Upfront Rent so mentioned is based on the prevailing G-Sec rate, prevailing rate of rent.
- (ii) The tenderers are to quote rates over and above the reserved rate mentioned at column (v) of table under item 1.1 above, in their price bid.
- (iii) The techno commercially qualified tenderers are also required to participate in the e-auction on the scheduled date & time.
- (iv) In case any of the techno commercially qualified bidders do not participate in the e-auction, their quoted rate in the price bid will be considered for the purpose of evaluation.

2 Eligibility Criteria of the Tenderer :

2.1 Reputed Organization / Industrial Houses either individually or in a Consortium with other Industrial Houses/Financial Institutions/ &/or Infrastructure Development Company, 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.

2.2 The purchaser of the Tender Document must be the tenderer itself or a member of the Consortium submitting the tender.

- 2.3 The tenderer shall submit a Power of Attorney as per format given at **Appendix-B**, authorizing the signatory of the tenderer to commit the tender.
- 2.4 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 **Appendix-C**.
 - b) The tender shall contain the information required for each member of the Consortium as per **Appendix-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 **Appendix-C** authorizing the signatory of the tenderer to commit the tender.
 - d) Members of the Consortium shall enter into a Joint Bidding Agreement (JBA) for the purpose of participating in the instant tender and implementing the project thereafter in case of becoming the successful tenderer. The JBA shall also clearly outline the proposed roles and responsibilities of each member at each stage. JBA 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 JBA 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 JBA 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 members 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.

2.5 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 JBA as stated at the item 2.4.(d) above.
- d) No change in composition of consortium shall be allowed after bid submission date (with any extension thereof) and upto execution of lease of lease deed by the Joint Venture Company to be formed in terms of the item 2.4 (d) above. Thereafter the same would be governed as per the provisions of the lease deed.

3 GENERAL INSTRUCTIONS TO THE TENDERER :

3.1 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) **PART –I: Techno-commercial Bid** contain the following:-

The tender completed in all respects including the documents as mentioned in - **Annexure V** for meeting the pre-qualification criteria shall be properly filled in and duly signed with seal by the tenderer and shall be uploaded through e-tendering process as detailed in **Annexure-I**.

Part – II: Price Bid to be submitted online through e-tendering process as detailed in **Annexure-I**.

- (i) The tenderer shall have to quote the amount (in figure) which they intend to pay in addition to the reserved rate of upfront rent (per 100 sq. mtrs. basis) for the land, given in the format of Price Bid (**Appendix-‘F’**). The amount to be quoted by the tenderer over the reserved rate of upfront rent will be added with the reserved rate of upfront rent for the purpose of calculation of total upfront rent payable by the successful bidder for land concerned. If the tenderer does not quote any amount in the prescribed format of Price-Bid, Earnest Money deposited by them shall be liable for forfeiture.
 - (ii) The price bids of the techno commercially qualified tenderers shall be opened after completion of the e-auction process.
- d) Mere submission of Tender Documents will not mean that a particular tender will be automatically considered qualified. Such qualification will be examined at the time of evaluation of bids.
 - e) The substitution or withdrawal of offer may be done as per provision mentioned at **Annexure – I** before due date and time for submission of the offer. In such case, only the substituted offer would be considered & the offer earlier submitted would not be considered.
 - f) The tenderer must submit an undertaking with their Techno-commercial offer that in case of being successful tenderer they should submit valid Trade Licence (for each member in case of a Consortium) before commencement of project.

3.2. Inspection of site:

An inspection of the site will be arranged at **10.30 hrs. on 17.07.2019** if required, before 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.

3.3. 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 **17.07.2019 at 11.30 hrs.** Attending the Pre- Bid Meeting is not mandatory.

For any clarification (regarding allotment of land), queries can be sent to the e-mails cchatterjee.hdc@nic.in, pdey.hdc@nic.in, amondal.hdc@gov.in upto **12.07.2019** (three working 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.

Clarification regarding technicality of downloading and submission of Bid for e-tendering, queries to be sent to e-mail of MSTC (www.mstcecommerce.com).

3.4. Bid Document Fee:

Tender Document has been hosted in the web sites of Kolkata Port Trust, www.kolkataporttrust.gov.in, <https://eprocure.gov.in> and MSTC (www.mstcecommerce.com). Interested tenderers may download the tender document from the said web sites. For participation in the tender MSTC website may only be used. The intending bidder should submit the bid document fee amounting to **Rs. 2,500/-** (non-refundable) alongwith their offer otherwise their offer will be summarily rejected. The procedure for submission of tender cost may be followed as detailed in clause – g (ii) of SCHEDULE OF TENDER.

3.5. Earnest Money :

Tenderers should deposit Earnest Money amounting Rs. 7,70,823/- (Rupees seven lakh seventy thousand eight hundred twenty three only) before filling and submission of bids.

- a) The Earnest Money shall be submitted along with their offer otherwise their offer will be summarily rejected. The procedure for submission of tender cost may be followed as detailed in clause – g (i) of SCHEDULE OF TENDER.
- b) The amount of Earnest Money will be refunded to those bidders whose overall bid amount as per provision detailed at clause 4.3 of the Tender document will be less than H1 bid. The Earnest Money will be refunded after identification of the H1 bidder without interest. For the successful tenderer Earnest Money will be refunded after grant of lease on compliance of required formalities.
- c) Mere submission of offer will not mean that the offer will be automatically considered qualified and bid will be entertained.

3.6. 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 31.07.2019** or any extension thereof and expiration of the validity period of the offer including extension thereof. In this connection, clause 3.8 may also be seen.
- ii) The successful tenderer shall have to accept the terms & conditions of the offer of lease and remit requisite Upfront Rent, Security Deposit, Advance Nominal Rent for 1st year, etc within a period as will be specified in the offer letter or any extended period of validity of offer, failing which the offer shall stand cancelled and the Earnest Money deposited by the tenderer shall stand forfeited.
- iii) If the tenderer does not quote any amount or any negative value in the prescribed format of Price-Bid, Earnest Money deposited by them shall be liable for forfeiture.

3.7. Minimum Guaranteed Traffic (MGT) :

- a) Each participating tenderer shall have to mention the “Description of Commodity” (without the quantity) in the Techno-commercial Bid and shall have to mention the Minimum Guaranteed quantum of Traffic (MGT) of the said cargo in the Price Bid against the same

Sl. No. as mentioned in the Techno-commercial Bid for the concerned land for which the tenderer is intend to submit their offer, for operating their project for which they shall have to maintain a Performance Guarantee equivalent to annual Cargo handling charges (like on-board charges, wharfage charges etc.) 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.

Both the Description of Commodity in the Techno-commercial Bid and the Minimum Guaranteed quantum of the said cargo in the Price Bid (i.e. page No. 50) to be filled up online.

- b) A bidder who wishes to quote Minimum Guaranteed Traffic (MGT) of different quantities for different years may do so in the following manner :

1)They shall quote the Base Quantity of MGT in the price bid which will be applicable for the first year of MGT i.e. 4th year from commencement of lease.

2) In the event , the bidder wishes to vary the base quantity of the first year, he may do so by mentioning the said variation for the subsequent years in a separate document as a % (percentage) of Base Quantity of MGT without disclosing the Base Quantity of MGT in the said document. The said document may be uploaded separately with the Techno-commercial Bid as additional documents as per Item-(h) of Annexure-V.

- a) If no separate document is provided, it will be construed that the Base Quantity of MGT will continue for the entire period of lease.
- b) Disclosure of the Base Quantity of MGT in this additional document will make the bid liable for outright rejection.

Example : The above details from 2nd years onwards may be furnished in the tabular form as given below :

Year	%age of the Base Quantity of MGT
2nd year	
3rd year	
And so on	

Note : In case the bidder wants to give 1.2 times the Base Quantity of MGT for any year from 2nd year onwards, he must quote 120% in the appropriate column. In case a bidder quotes 70% it will be construed that his MGT for the concerned year is 0.7 times the Base Quantity of MGT.

- c) The annual Cargo handling charges (like on-board charges, wharfage charges etc.) 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 cargo related charges as per prevailing Scale of Rates as applicable at HDC and as revised from time to time including special rate, service charge and GST etc, as applicable.
- d) In case the successful tenderer handles more than the Minimum Guaranteed Cargo per annum, payment of on-board cum cargo handling charges would have to be made on actuals.
- e) 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 Cargo handling for that commodity at foreign rate, 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 cargo handling 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.

- f) Lease to be granted to the successful tenderer shall be liable to be terminated if they fails to achieve the MGT without any sufficient or genuine reason for 3 (three) consecutive years.
- g) 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.
- h) 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.
- i) The above stipulation of handling of Minimum Guaranteed Cargo per annum and recovery of on- board cum Cargo handling charge / shortfall, if any, shall come into effect after completion of 3 (three) years (gestation period) 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 4th year of the lease.
- j) It is obligatory on the part of the lessee to achieve the MGT every year (from 4th 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.
- k) For the purpose of assessing the NPV of the year wise cargo handling revenue to the port in respect of the MGT to be quoted by the tenderer, the cargo handling charges applicable for the foreign cargo as per Scale of Rates will be taken into consideration even if the MGT comprises coastal cargo. However, at the time of actual handling of cargo upon commencement of the project, the payment shall be made as per rates applicable for the type of the cargo handled (foreign / coastal).

In the event, the successful tenderer fails to achieve the MGT in any year (annual period), KoPT will realize amount equivalent to the shortfall in MGT for the commodities concerned at the rates applicable for foreign cargo contained in the SoR with GST.

- l) 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.
- m) The currency of payment shall be INR.0h

3.8. River Draft :

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

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

- (i) The tender should be submitted electronically through e-tendering portal to Sr. Dy. Manager (Administration), Haldia Dock Complex, Jawahar Tower Complex, P.O. Haldia Township, Dist. Purba Medinipur, Pin. 721607, through MSTC Ltd. (www.mstcecommerce.com), not later than **1430 hrs. on 31.07.2019** after which time and date, no offer shall be accepted. No physical tender is acceptable by Haldia Dock Complex.

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

- (ii) The Part – I : 'Techno-Commercial Bid' of the tender shall be opened electronically after **1600 hrs. on 31.07.2019**. Bidders or his authorized representative may witness the said electronic opening of Bid.

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

3.10. Substitution, Withdrawal of Tender:

The tenderer may substitute or withdraw its offer after submission, before the Due Date and time of submission of offer i.e. **1430 hrs. on 23.07.2019** or any extension thereof **as per provision given at Annexure - I**. No offer shall be substituted or withdrawn by the tenderer after the Due Date and time of submission of offer or any extension thereof.

3.11. 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 www.kolkataporttrust.gov.in and also in the website of MSTC (www.mstcecommerce.com).

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 and also in the website of MSTC (www.mstcecommerce.com).

3.12. Validity of Bids:

The bids shall remain valid for acceptance for a period of six months from the date of opening of Techno Commercial Part of the tender.

3.13. 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.

3.14. 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 Rent, Security Deposit, Advance Nominal Rent for 1st year, within a period of 02 (two) months from the date of issuance of offer letter, **failing which the successful tenderer shall be liable to pay interest @ 12% on the amount of Upfront Rent upto the date of payment**. If however, the successful bidder fails to comply with formalities as specified in the offer letter even within the extended period of validity of offer, if any, the offer may be 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.

3.15. Force Majeure :

In the event of the lessee/ Kolkata Port Trust being prevented from fulfilling its obligation in full or in part arising out of the contract to be finalized through this tender, due to any Force Majeure event like acts of God (flood, earthquake etc) or war, civil commotion, strike etc, or due to imposition / promulgation of any law or regulation of India, interfering with smooth conduct of the traffic operation, the affected party shall forthwith, but in no case later than 24 hours from the commencement of such event, intimate the other party as to the commencement of such

event and continue to intimate after every 7 days during continuance of such event. The affected party shall, upon cessation of such event, promptly inform the other party and shall commence its obligation in part or in full arising out of this contract, which was kept suspended due to such events of Force Majeure. Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event of Force Majeure.

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

4. EVALUATION CRITERIA :

4.1. Tests of Responsiveness:

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

- i) Is submitted within 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 JBA (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 Project Report (PR) to be set up in the land concerned.
- x) Accompanied by declaration to the effect that their quotes are not below the concerned Reserved Rate of rent as per column iv of table under clause 1.1 under GENERAL INFORMATION TO THE TENDERER.

b) Clarifications:

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

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 submission of any requisite document as prescribed in the tender after opening of the Techno Commercial Bid for meeting any short fall in this regards.

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.

4.2. Evaluation for Techno-Commercial Bid:

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

- i) **Profile of the Tenderer & Project Related Information** as per Appendix-D & E.
- ii) **Financial Capability of the tenderer:**

The Minimum Net Worth at the end of most recent Financial year for techno commercial qualification of the tenderers shall be Rs. 77,08,234/- .

The Tender shall submit the Net Worth at item – 5 at **Appendix-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.

The tenderer shall submit Audited Balance Sheet and Profit & Loss Account for the last three (3) financial years i.e. 2016-17, 2017-18 & 2018-19. If due date (Scheduled opening date of tender) is falling within three months (April to June) of the closing of the latest Financial year , the latest financial year may be ignored and financial turnover of the three years previous to the latest financial year may be submitted.

In case a tenderer is unable to submit Audited Accounts of latest financial year (in case of tender opening date falling after June), due to non-completion of audit or for any other reason, he may be allowed to submit a certificate of turnover issued by the statutory auditor of the company/ firm for the latest financial year.

4.3. **Evaluation of Financial Bid:**

- (i) KoPT will call all the techno-commercially qualified tenderers to participate in the auction first on the schedule date and time.
- (ii) There would, however, be no auction in respect of MGT.
- (iii) After auction, the Price Bids of the techno-commercially qualified tenderers only will be opened.
- (iv) The evaluation of the price bids would be made by converting the quoted yearly 'Minimum Guaranteed Traffic' to equivalent monetary value based on Cargo handling charges (like on-board charges, wharfage charges etc.) available, as per the prevailing Scale of Rates to arrive at the annual revenue, which will be discounted over the lease period to determine the Net Present Value (NPV) 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.
- (v) The H1 tenderer will be determined by summing up the 03 amounts as specified below:
 - a) The reserved rate of upfront rent as mentioned at column-V of table under Clause-1.1 of the tender document. Let this amount be A1.
 - b) The rate of upfront rent quoted by the tenderer in the price bids or rate as submitted through auction over and above the reserved rate of upfront rent. Let this amount be A2.
 - c) The Net Present Value (NPV) of the year wise amounts equivalent to the cargo handling charges for the MGT quoted by the tenderers in the price bid. The NPV will be assessed using the discounting factor of 7.04% which being the long term G-Sec rate used for computing the reserved rate of upfront rent. Let this amount be A3.
- (vi) The techno commercially qualified tenderer whose sum total of the above three amounts i.e. A1, A2 and A3 will be the highest in aggregate as per point (v) above will be the successful tenderer.

5. **Terms & Conditions of Lease :**

- 5.1. **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.
- 5.2. **Purpose of use :** Setting up of Industry/ Storage Terminal / Storage facilities.
- 5.3. **Amount payable to the port :**

i) **Payment to be made by the successful tenderer prior to handing over possession of a plot of land :**

The successful tenderer for the land shall pay the following amounts on receipt of offer letter from HDC, KoPT on receipt of which HDC, KoPT shall handover possession of the land concerned. The lease will commence from the date of handing over of possession of the land concerned to the successful tenderer.

(a) **Upfront rent:** To be computed for the entire area of the land concerned on the basis of additional highest accepted rate of Upfront rent quoted above the Reserved Rate of Upfront rent received through the price bid/ auction from the successful tenderer plus the Reserve Rate of Upfront rent put to tender. In addition, GST etc. as applicable shall also be payable by the successful bidder including other terms and conditions of standard lease, prior to handing over possession of the land.

Example: Reserve rate of upfront rent as mentioned at Column v of table under clause 1.1 of this tender document =A1

Amount quoted by the bidder over the reserve rate =A2

Then, the amount payable by the successful bidder will be $(A1+A2)/100 \times \text{Area}$.

(b) **Security Deposit :** Security Deposit equivalent to 2 years rentals @ Re.1/- per sq. mtr. per year plus Administrative Deposit @15% for the land concerned, 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) **Nominal Annual Rent for the 1st year :** Nominal rent @ Re.1/- per sq. mtr. per year and GST etc. as applicable.

The nominal annual rent for the first year of the lease shall be paid prior to handing over possession of the land concerned. For subsequent years, the nominal rent bill will be raised in advance.

Note - Upfront Rent and nominal rent actually payable will be charged on the area of land actually allotted after joint demarcation. The amount of Upfront Rent, 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.

(d) **Lease Deed Preparation Cost :** Rs 5,000/- plus GST as applicable.

ii) **Payment to be made during the currency of the lease after handing over possession of the land.**

a) **Advance Nominal rent** from the 2nd year of the lease @ Re.1/- per sq. mtr. per year and GST etc. 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.

- b) 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.
- c) 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 @ 12% per annum shall be charged on the outstanding dues from the due date of payment.

5.4. 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, GST, cesses, duties, charges, assessments, outgoings and rent 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.

5.5. 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.

5.6. 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.

5.7. 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 latest SoR, 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.

The lessee shall be responsible for obtaining all required licenses/ certificates/registrations/ approval/sanction/ clearances for setting up of the facilities / project on the land as per offer of allotment , failing which the lessee may be liable for termination. The lessor shall not in any way be liable for the default of the lessee on this account.

5.8. Statutory Clearances : 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.

5.9. 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.

5.10. 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 Annexure-IV.

(i) **Preparation cost of Lease Deed** -The lessee shall be required to pay **Rs. 5000/-** plus applicable GST towards cost of lease form and plans.

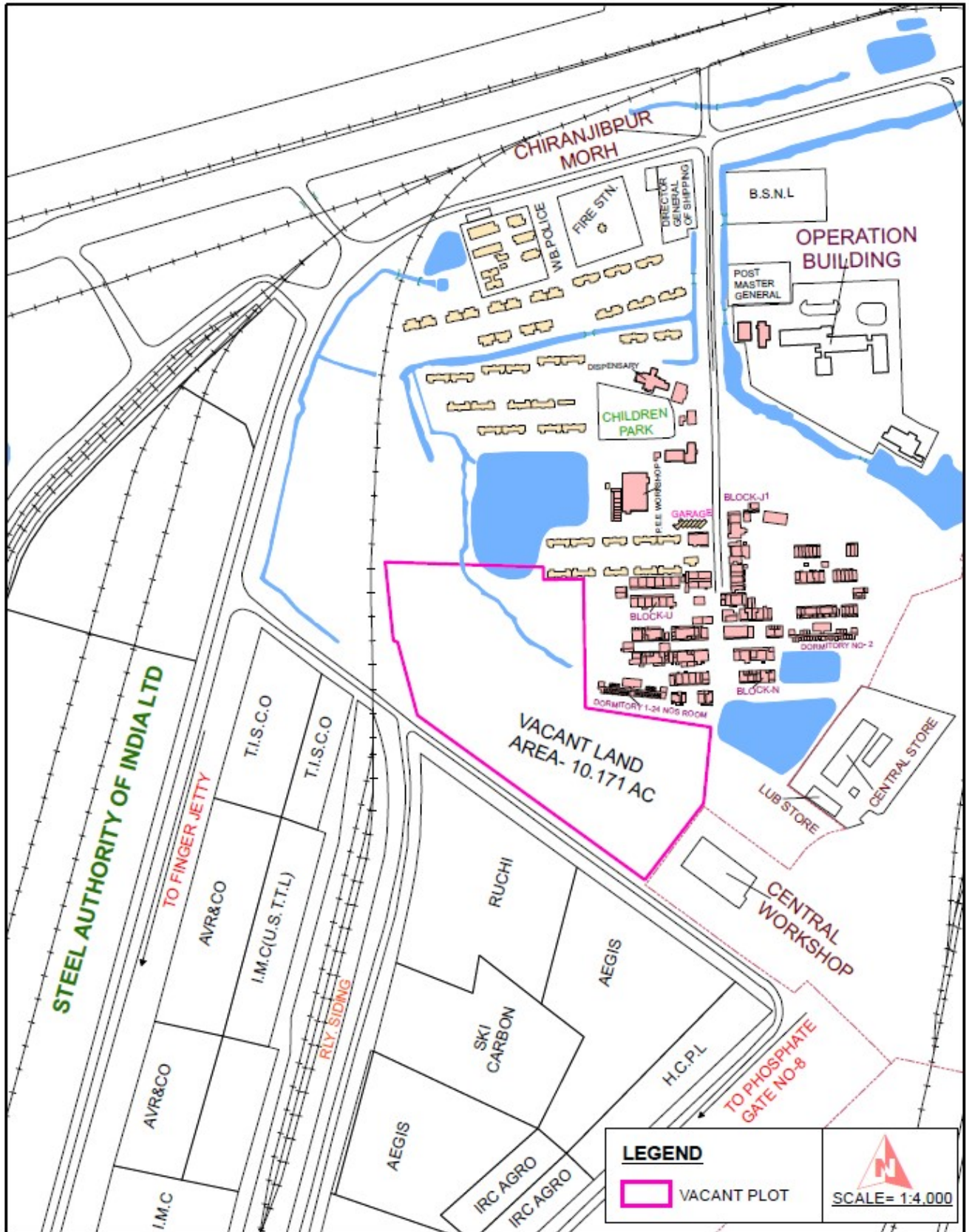
(ii) **Custody of Lease Deed** : The Lease Deed after registration shall remain in the custody of the lessor (Port).

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.

5.11. Dock Permit:

Dock Permit shall be issued if so required 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.

ANNEXURE-III



ANNEXURE-IV**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 GST 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 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.

Date of execution.

Purpose, Period and date of lease.

Rent payable.

Determination for port purpose.

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

Upfront Rent

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, GST, tolls, duties, charges, assessments, outgoings and rent 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,

Observation of

Regulations, Notifications whatsoever governing the use of the demised land and storage tanks/plants/machinery or structures, if any, erected or built thereon.

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.

(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.

Causing inconvenience to neighbours.

(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.

Maintenance of sanitary condition.

(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.

Safety & Security

(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.

Electricity, water supply etc.

(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.

Way-leave licence.

(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.

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

(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 12% 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.

(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.

Statutory powers

(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.

Service of notice

(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.

Utilization of the demised land as shrine

(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.

Custody of the lease

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.

Maintenance of boundaries

(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.

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.

Statutory Clearances

(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. No compensation shall be payable by the Trustees in the event of refusal to renew the lease.

(33) 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.

(34) 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.

Reporting of
accident etc.

(35) 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' rental @Re1/- per sq. mtrs. per year plus Administrative Deposit @15% 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, effect

Parking Area

Security Deposit

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.

(36) That the lessee shall not commit any breach and / or violate any provision of Lease Agreement / Deed. In case the lessee commits any breach and / or violates any provision of Lease Agreement / Deed, the Trustees' would reserve the right to impose appropriate penalty on the lessee or cancel the lease with due notice to the lessee.

(37) 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.

(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.

Payment of owner's share of taxes.

(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.

Peaceful holding of the land by the Lessee.

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.

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

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.

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

Dispute

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.

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

Arbitrators

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.

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

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.

Place of
Arbitration

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.

English language

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 :

DOCUMENTS TO BE UPLOADED

(Documents to be filled up, signed with seal, scanned, uploaded and attached)

Following documents for meeting the pre-qualification criteria should be uploaded by the Bidder along with offer otherwise their offer may be rejected :

- i) Declaration by the Tenderer/Bidder : **Appendix - A** of tender document
- ii) Power of Attorney: **Appendix - B & C** of tender document
- iii) Profile of the tenderer (for each member / in case of a consortium): **Appendix - D**
- iv) Details of the proposed Project to be established by the tenderer : **Appendix - E**
- v) Project Report(s) in respect of proposed Project(s) to be established by tenderer.
- vi) Required certificates & documents as indicated below [duly signed].**
 - (a) GST registration certificate (for each member in case of a Consortium)
 - (b) IT PAN (for each member in case of a Consortium).
 - (c) Partnership Deed or Certificate of Incorporation in case the tenderer is a Company. (In case of consortium, such should be submitted for all Consortium members.)
 - (d) The tenderer shall submit Audited Balance Sheet and Profit & Loss Account for the last three financial years with Audit Report i.e. 2016-17,2017-18,2018-19.(of each member in case of Consortium).

In case a tenderer is unable to submit audited accounts of the latest financial year (in case of tender opening date falling after June), due to non-completion of audit or for any other reason , he may be allowed to submit a certificate of turn over issued by the statutory auditor of the company /firm of the latest financial year.
 - (e) Net worth of tenderer at the end of the most recent financial year based on Audited Annual Accounts as per **Appendix-D** supported by a **Chartered Accountant/ Certified Public Accountant** for each member in case of a Consortium
 - (f) Current IT Return.(of each member in case of Consortium).
 - (g) Valid Professional Tax Challan (of each member in case of Consortium).
 - (h) Other documents, which the tenderer wants to submit (duly signed).
 - (i) An undertaking that being successful tenderer they shall submit valid Trade Licence (for each member in case of a Consortium) before commencement of project.
 - (j) Tender Document , corrigendum and addendum (if any) duly signed and sealed.

DECLARATION BY THE TENDERER/BIDDER**(To be filled up, signed with seal, scanned, uploaded and attached)**

1. I/We, _____ (Name of tenderer/bidder) having examined the Tender Document (No. **AD/E/T/Land/1406/ITUAL/2/2019**) and fully understood its content including the General Information & Instructions to Tenderers and evaluation criteria, hereby submit the tender for allotment of KoPT land msg. about 10.171 acres (or 41,160.56 sq.mtrs.) at liquid cargo park behind Finger Jetty in the Dock Zone of Haldia Dock Complex, Haldia on “as is where is” basis, on upfront rent basis for setting up of Industry/ Storage Terminal / Storage facilities through tender-cum-auction.
2. I/We accept all the terms & conditions of the Tender Document [AD/E/T/Land/1406/ITUAL/2/2019]
3. I/We have deposited requisite Earnest Money and Tender Document Cost for the said tender as per procedure mentioned in Schedule of Tender.
4. I/We submitted copies of the required documents as mentioned at **Annexure – V** of the Tender Document.
5. I/We have not quoted amount of additional rate of Upfront rate of Rent as zero or negative value in Price Bid (**Appendix-F**).
6. I/We any of the consortium members have not been debarred by the Central / any State Government or Quasi-Government Agency or PSU in India.
7. I / We declare that:-
 - a. I / We have examined and have no reservations to the Tender Document issued by KoPT thereon.
 - b. I / We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.
8. I / We understand that KoPT reserves the right to accept or reject any tender and to annual the tendering process and reject all tenders at anytime without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
9. I / We hereby undertake that we will abide by the decision of KoPT in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by KoPT in this regard.

.....
Signature of the bidder with office seal

Date :

Witness :-

Sl. No.	Name	Address	Signature
1.			
2.			

Tender No. AD/E/T/Land/1406/ITUAL/2/2019

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

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

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

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/1406/ITUAL/2/2019 and is hereby further authorized to sign and file relevant documents in respect of the above.

(Attested signature of Mr. _____)

_____ (Name and Signature of the Tenderer / Lead member in case of consortium)

Seal of the office

Tender No. AD/E/T/Land/1406/ITUAL/2/2019

Appendix-C

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

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

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

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 KoPT land msg. about 10.171 acres (or 41,160.56 sq.mtrs.) at liquid cargo park behind Finger Jetty in the Dock Zone of Haldia Dock Complex, Haldia on "as is where is" basis, on upfront rent basis for setting up of Industry/ Storage Terminal / Storage facilities through tender-cum-auction vide Tender No. AD/E/T/Land/1406/ITUAL/2/2019.

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/1406/ITUAL/2/2019.

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 _____ 2019.

1. For and on behalf of _____ [Name &signature of Authorized representative of Consortium]
2. For and on behalf of _____ [Name &signature of Authorized representative of Consortium]
3. For and on behalf of _____ [Name &signature of Authorized representative of Consortium]

Tender No. Ad/E/T/Land/1406/ITUAL/2/2019

Appendix-D

PROFILE OF THE TENDERER**(To be filled up, signed with seal, scanned, uploaded and attached)**

1.	(a) Name of the tenderer <u>[Refer to item 2 of Annexure-II of the Tender before filling up]</u>	:	
	b(i) Address for communication. b(ii) Address of local/branch office, if any.	:	
	(c) Reference nos./ids 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) (e) PAN Number details (in the case of a Consortium, of each member)	:	

	<p>(f) GST 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.</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.	<p>Past experience, if any,of the tenderer (of each member in case of Consortium) .</p>	
5.	<p>Net worth of tenderer at the end of the most recent financial year based on Audited Annual Accounts supported by a Chartered Accountant/ Certified Public Accountant for each member (in case of a Consortium).[Ref.4.2(ii)]</p> <p>[Note: * Where the Applicant is a Consortium, the Net Worth would be</p>	

taken as arithmetic sum of the respective Net Worth of individual members.

**** Net Worth of bidders should not be less than Rs. 77,08,234/-**

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)

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Appendix-E

**DETAILS OF THE PROJECT PROPOSED TO BE
ESTABLISHED BY THE TENDERER**

(To be filled up, signed with seal, scanned, uploaded and attached)

1.	Project details in brief [Project Report to be submitted]	:	
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2.	Project Cost	:	Rs. crores
3.	Source of financing the proposed project (Documentary evidences to be enclosed).	:	

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

Date : _____

Place : _____

Enclosures : _____ Nos.

(Signature)

(Designation & Seal of Office)

Tender No. AD/E/T/Land/1406/ITUAL/2/2019

PART –II: PRICE BID**(Bidder not to quote here, to be filled up/quoted online only)**

1. Rate of Upfront Rent quoted by the Tenderer

Description of land	Rate of Upfront rent quoted per 100 sq. mtrs. (in Rs.)
Land msg. about 10.171 acres (or 41,160.56 sq.mtrs.) behind Finger Jetty in Dock Zone of Haldia Dock Complex At Liquid Cargo Park, Haldia	

2. Minimum Guaranteed Traffic per annum (MGT) quoted by the Tenderer :

Description of land	Cargo to be handled per annum (in tonnage, against the commodity as mentioned in the Techno-Commercial Bid)
Land msg. about 10.171 acres (or 41,160.56 sq.mtrs.) behind Finger Jetty in Dock Zone of Haldia Dock Complex At Liquid Cargo Park, Haldia	

Note :

- 1) The tenderer shall have to quote the amount (in figure) which they intend to pay in addition to the reserved rate of upfront rent (Rs. 3,03,358/-per 100 sq. mtrs.).as given in column (v) of table under item 1.1.
In addition, GST as applicable shall also be payable by the successful bidder.
- 2) The quoted rate shall exclude GST.
- 3) 'Price Bid' shall contain rates of Upfront rent per 100 sq. mtrs. only and no conditions whatsoever. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection.
- 4) Earnest Money of the bidders quoting less than Reserve Rate of Upfront rent provided in the Price Bid will be forfeited and the bidders will not qualify.