

**HALDIA DOCK COMPLEX  
SYAMA PRASAD MOOKERJEE PORT, KOLKATA**

**INVITES**

**REQUEST FOR QUALIFICATION**

**FOR**

**ALLOTMENT OF SMP, LAND AT HALDIA DOCK COMPLEX  
ON LEASE FOR 30 YEARS  
FOR  
SETTING UP OF A RAIL WAGON LOADING GANTRY FOR LPG  
ON COMMON USER BASIS THROUGH TENDER-CUM-AUCTION**

**Tender No. AD/E/T/Land /Railway Siding/LPG/2020**



**ADMINISTRATION DIVISION**

**December 2020**

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**SYAMA PRASAD MOOKERJEE PORT, KOLKATA  
HALDIA DOCK COMPLEX**

**Office of the Administration Division, Jawahar Tower Annexe,**  
P.O.: - Haldia Township, Haldia ,Dist.:Purba Medinipur,  
PIN : 721607, West Bengal.

**NOTICE INVITING TENDER/APPLICATION (NIT)**

Invitation for Qualification (Techno-Commercial Qualification) for allotment of SMP land at Haldia Dock Complex on lease for 30 years for setting up of a rail wagon loading gantry for LPG on Common User Basis through tender-cum-auction.

HDC, Syama Prasad Mookerjee Port, Kolkata invites Online Application from interested parties (Applicants) in accordance with this Request for Qualification (RFQ) Document in order to shortlist techno-commercially qualified Applicants who can subsequently bid for grant of lease of the concerned land as per Price Bidding/Request for Proposal (RFP) Documents.

The RFQ Document may be seen from MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com), (<https://www.mstcecommerce.com/eprochome/kopt>) SMP, Kolkata website [www.smpportkolkata.shipping.gov.in](http://www.smpportkolkata.shipping.gov.in) and <http://eprocure.gov.in>. However, Corrigendum / addendum/ clarifications, if any shall be hosted on MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) and [www.smpportkolkata.shipping.gov.in](http://www.smpportkolkata.shipping.gov.in).

Further, intending applicants shall submit their applications electronically only through MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com). applicants/bidders should visit the websites frequently. [For any clarification on technicality of submission of online applications, queries may be sent to email of MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) ].

**SCHEDULE OF TENDER/APPLICATION (SOT):**

a.	TENDER NO.	<b>AD/E/T/Land/Railway Siding/LPG/2020</b>
b.	MODE OF TENDER/APPLICATION	E-tender System. Online – RFQ Application [Techno-Commercial Bid] through <a href="https://www.mstcecommerce.com/eprochome/kopt">https://www.mstcecommerce.com/eprochome/kopt</a> of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical application/bid is acceptable by Haldia Dock Complex.
c.	E-Tender No. (System Generated)	<b>KoPT/Haldia Dock Complex/Admn. Div/2/20-21/ET/3</b>
d.	Date of NIT available to parties to download	<b>03.12.2020</b>
e.	<b>Offline</b> Pre-Bid Meeting date & Time	<b>17.12.2020 at 12.30 hrs.</b>
	Queries, if any, to be sent by :	<b>14.12.2020</b>
f.	Site inspection date and time	<b>17.12.2020 at 11.00 hrs.</b>

g.	i)	Earnest Money Deposit	<p>The intending applicants/bidders should submit Earnest Money of Rs 20,19,454/- (Rupees twenty lakh nineteen thousand four hundred fifty four only) to Haldia Dock Complex along with their application otherwise their application will be summarily rejected.</p> <p>The bidders are advised to deposit Earnest Money through ECS (RTGS/NEFT) in favour of Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex directly into the designated bank account. Details of the bank account is appended hereunder.</p> <p><b>a) Name of Bank &amp; Branch:</b> United Bank of India, Haldia Dock Complex Branch  <b>b) Account No.:</b> 1604050000310  <b>c) IFS Code:</b> UTBI0HDCF75.</p> <p><b>Concerned applicants/bidders 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.</b></p> <p><b><i>Applicants/bidders should deposit Earnest Money before filling and submission of application.</i></b></p> <p><b>Details of Earnest money remitted should be entered by the participating Applicants/ bidders in the space provided in the e-tender as indicated hereunder :</b></p> <p><b>a) Name of remitting Applicants/bidders:</b>  <b>b) E- Tender No. :</b> KoPT/Haldia Dock Complex/Admn. Div/2/20-21/ET/3  <b>c) Amount remitted :</b>  <b>d) Remittance Bank Details:</b>  <b>e) U.T.R No. :</b>  <b>f) Date:</b></p>
	ii)	RFQ Document Cost/fee	<p>The intending applicants/ bidders should submit the RFQ Document Cost of <b>Rs. 5,900/-</b> (Rupees five thousand nine hundred only) (non-refundable) as per the payment mode as mentioned above alongwith their application otherwise their application will be summarily rejected.</p> <p><b>Applicants/bidders should deposit RFQ Document Cost before filling and submission of applications.</b></p> <p><b>Details of RFQ Document Cost remitted should be entered by the participating Applicants/bidders in the space provided in the e-tender as indicated hereunder :</b></p> <p><b>a) Name of remitting Applicants/ bidders:</b>  <b>b) E- Tender No.:</b> KoPT/Haldia Dock Complex/Admn. Div/2/20-21/ET/3</p>

			<b>c) Amount remitted :</b> <b>d) Remittance Bank Details:</b> <b>e) U.T.R No. :</b> <b>f) Date:</b>
h.	Last date of submission of EMD & RFO Document fee at HDC.		<b>06.01.2021 upto 13.30 hrs.</b>
i.	Date of Starting of e-Tender for submission of online RFO at <a href="https://www.mstcecommerce.com/eprochome/kopt">https://www.mstcecommerce.com/eprochome/kopt</a>		<b>28.12.2020 from 11.00 hrs.</b>
j.	Date of closing of online e-tender for submission of RFO		<b>06.01.2021 at 14.30 hrs.</b>
k.	Date & time of opening of RFO [Techno-Commercial Bid]:  Price Bid: Date of issue/submission/opening etc. of Price Bid / RFP shall be informed separately.		<b>06.01.2021 after 16.00 hrs.</b>

**ANNEXURE-I****IMPORTANT INSTRUCTIONS TO E-TENDER**

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

**Applicants/Bidders willing to participate in this RFO are required to go through the entire RFO document.**

1.	<p><b>Process of E-tender:</b></p> <p><b>A) Registration:</b></p> <p>(i) The process involves registration of applicants with MSTC e-tender portal which is free of cost. For this purpose, any willing applicant is required to apply online through the MSTC website <a href="https://www.mstcecommerce.com/eprochome/kopt">https://www.mstcecommerce.com/eprochome/kopt</a> as per details given in this RFO document.</p> <p>(ii) Only after registration, the applicant(s) can submit his/their applications electronically. Electronic bidding for submission of this RFO 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 RFO.</p> <p>(iv) Bidders are to make their own arrangement for applying/bidding from a P.C. connected with Internet. Neither SMP, Kolkata nor MSTC shall be responsible for making such arrangement.</p> <p>SPECIAL NOTE: RFO IS TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a></p> <p>1) Applicants/Bidders are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → Registration → Register as Bidders' Filling in details and creating own user-id and password → Submit.</p> <p>2) Applicants /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. Applicants/Bidders are requested to submit application/bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem. In case of any clarification, applicants /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%;"> <tr> <td style="width: 33%;">1. Mr. C. Chatterjee Sr. Dy. Manager (Admn), Haldia Dock Complex Ph No.03224- 265490 Mob. No.94340 83699</td> <td style="width: 33%;">2. Mr. P. Barla Sr. Dy. Manager (Admn) Haldia Dock Complex Ph. No. 03224 265176 Mb. No.94340 85655</td> <td style="width: 33%;">3. Mr. P. Dey, Field Officer (Admn.) Haldia Dock Complex Ph. No. 03224 265291 Mb. No. 94340 31713</td> </tr> </table> <p>Contact persons (MSTC):</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">1. Shri Sabyasachi Mukherjee Manager (ERO) Contact No.- 07278030407 E-mail-<a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a></td> <td style="width: 50%;">2. Shri K. Kranthi Kumar Assistant Manager (ERO) Contact No. 9174009882 E-mail- <a href="mailto:kkumar@mstcindia.co.in">kkumar@mstcindia.co.in</a></td> </tr> </table>	1. Mr. C. Chatterjee Sr. Dy. Manager (Admn), Haldia Dock Complex Ph No.03224- 265490 Mob. No.94340 83699	2. Mr. P. Barla Sr. Dy. Manager (Admn) Haldia Dock Complex Ph. No. 03224 265176 Mb. No.94340 85655	3. Mr. P. Dey, Field Officer (Admn.) Haldia Dock Complex Ph. No. 03224 265291 Mb. No. 94340 31713	1. Shri Sabyasachi Mukherjee Manager (ERO) Contact No.- 07278030407 E-mail- <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a>	2. Shri K. Kranthi Kumar Assistant Manager (ERO) Contact No. 9174009882 E-mail- <a href="mailto:kkumar@mstcindia.co.in">kkumar@mstcindia.co.in</a>
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	<p><b>B) System Requirement:</b></p> <p>i) Windows XP-SP3 &amp; above/Windows 7 Operating System / Windows 8 ii) IE-7 and above Internet browser. iii) Signing type digital signature iv) 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.</p> <p>The system requirements are as follows:</p> <ul style="list-style-type: none"> <li>Operating System- Windows XP Service Pack III and above</li> <li>Web Browser- Preferred IE 7 and above.</li> <li>Active-X Controls Should be enabled as follows: Tools =&gt;Internet Options =&gt;Security =&gt;Custom Level =&gt; Enable all Active-X Controls =&gt;Disable "Use Pop-up Blocker"</li> <li>Java (Latest is JRE 8 Update 131 – File name Windows X-86 Offline)</li> </ul> <p>To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.</p> <ul style="list-style-type: none"> <li>Tools =&gt; Internet Options =&gt;Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".</li> <li>Other Settings: Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under "browsing history/ Delete Browsing History" =&gt; Temporary Internet Files =&gt; Activate "Every time I Visit the Webpage".</li> </ul> <p><b><u>For details, refer to the "Bidder Guide" and a video guide available under "View Video" Link.</u></b></p>
2.	<p><b>Format of Bid:</b></p> <p>RFO Bid (Techno-Commercial Bid) will be opened electronically on specified date and time as given in the Notice inviting tender application. Applicants/Bidder(s) cannot witness electronic opening of RFO bid since the same is not a public event.</p> <p>All entries in the application against the <b>RFO</b> should be entered online without any ambiguity.</p> <p>The process involves Electronic Bidding for submission of RFO Bid.</p> <p><b>Note :</b></p> <p>(i) Any necessary notice/ addendum/ extension notice/ corrigendum to the RFO would also be hoisted in the e-tendering portal of M.S.T.C under the "<b>Notification</b>" Link</p> <p>(ii) E-tender cannot be accessed after the due date and time mentioned in this Tender Notice, unless extended further with due notice in the website.</p>
3.	<p><b>Remittance of RFO Document Fee &amp; EMD:</b> As per Clause g(i) and g(ii) in Schedule of Tender (above).</p>
4.	<p><b>Submission of on-line RFO Bid :</b></p>
4.1	<p>The Applicant(s)/bidder(s), who have submitted the above fees, can only submit their RFO Bids through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a></p>
4.2	<p>The Applicant /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</p>

	on the RFO bid. If this application is not run, the Applicant /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 RFO bid. Then the link for RFO Bid would be activated and the bidder should click on 'save' for recording their Techno-Commercial bid subsequently.
4.4	<b>Bidder's alertness / duty:</b>
4.4.1	There is no provision to take out the list of prospective bidders downloading the RFO 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 RFO bid opening to ensure that they have not missed any extension or any other notice/ corrigendum/ addendum/ clarifications, if any, uploaded against the said RFO bid, after downloading the RFO 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 RFO bid shall be sent by e-mail only during the process till finalization of bids by HDC. Hence, the applicants/ 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). Applicants/Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
4.3	<b>Uploading of documents:</b> Applicants/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.
4.4	No deviation of the terms and conditions of the RFO document is acceptable. Submission of RFO bid in the e-tender floor by any applicant /bidder confirms his automatic acceptance of all the terms & conditions for the RFO bid including those contained in the extension or any other notice/ corrigendum/ addendum/ clarifications, if any.
<b>NOTE:</b>	
(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 RFO document fee, is allowed upto the closing time of the bid.	
(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.	
(e) The e-tender floor shall remain open from the pre-announced date & time and for such duration as mentioned above.	
(f) All electronic applications/bids submitted during the e-tender process shall be legally binding on the applicant/bidder.	
(g) SMP, Kolkata reserves the right to cancel or reject or accept or withdraw or extend the RFO in full or part, as the case may be, without assigning any reason thereof.	



**I. INTRODUCTION:****(A) Background**

Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata (HDC, SMP) is a riverine port under the Ministry of Ports, Shipping and Waterways, Govt. of India with two Dock Systems viz. Kolkata Dock System (KDS) located in Kolkata and Haldia Dock Complex (HDC) located at Haldia. HDC is located on the western bank of river Hooghly at a Latitude: 22° 02' N and Longitude: 88° 06' East. At present, 14 nos. berths within the impounded Dock system and three riverine oil jetties are operational. HDC handles vessels and cargo of various types to cater to the demand of the vast hinterland. HDC managed around 2221 vessels and handled more than 46.68 Million Tonnes of cargo in FY 2019-20.

A number of port based industries have been set up at Haldia including on SMP leased land where LPG is handled through riverine Oil Jetties at HDC and dispatched. More than 4.01 Million MT of LPG has been handled through HDC in the 2019-20 clocking a growth of more than 16% over the previous year. Haldia Dock Complex, SMP plays a vital role in LPG distribution in the entire Eastern India. There is also growth in demand for LPG in the region as well as North East India.

To cater to the need for efficient and cost effective transportation of LPG, it has been decided to set up of a rail wagon loading gantry for LPG on common user basis.

This RFO Document is in respect of allotment of HDC/SMP land at Haldia on long term lease of 30 years for setting up of a rail wagon loading gantry for LPG on common user basis

HDC/SMP intends to pre-qualify and short-list suitable Applicants ( "**Bidders**") who will be eligible for participation in the Bid Stage (Price Bid/RFP stage), for grant of lease of land concerned through an open competitive bidding process in accordance with the procedure set out herein.

The Selected Bidder (Lessee) shall be responsible for planning, designing, construction, operation and maintenance of a Rail Wagon Loading Gantry for LPG on Common User basis on the demised land in accordance with provisions of the Lease Agreement to be entered into between the successful bidder (lessee) and HDC/SMP.

**(B) The Scope of Work** also includes but not limited to the following:-

- i) All civil, mechanical, electrical, electronics & IT implementation works including any other component relating to the development of the proposed Rail Wagon Loading Gantry for LPG including the following:-
  - a. Construction of suitable spur(s) with LPG loading gantry.
  - b. Construction of a reception-cum-dispatch Railway line together with another separate line for engine reversal with full OHE facility along with signalling arrangement as per approval of S.E. Railway authority. The requirements for rake receipt and dispatch may comprise the following :
    - Two full length Railway line with Overhead electrification (OHE) and turnout at a suitable distance for acceptance and engine reversal.
    - Signaling arrangement for reception and dispatch facility.
    - Railway track in the project area for holding a full length LPG rake.
    - Modification/ re-alignment/ removal of existing Railway track(s), if any, in the project area.

- Connectivity between the project area and reception/dispatch line.

Necessary approval from Indian Railway, if required, shall be obtained by the successful bidder [Lessee).

- c. Installation/ Construction of storage tanks/ bullets, operational/administrative buildings, drainage, safety & security, fire- fighting system and water supply system including roads etc. as required.
- d. Installation/ Construction of other arrangements that includes power supply, water supply, construction of main approach road along with emergency exit road to & from the proposed facility connecting the existing road(s) as required.
- e. All electrical installation works connected with power distribution, illumination and operation of different equipment within the leased area.
- f. Installation of environmental protection, fire-fighting and disaster management facilities.
- g. Construction of concrete box culvert: The location of the proposed rail wagon LPG loading gantry is on portion of a Borrow Pit (as shown in sky blue colour in the drawing). In this regard, drainage water of catchment areas carried by two nos. of natural canals (one of them known as Manshatala canal) flows into the river Hooghly, through the said Borrow Pit, as may also be seen in the layout drawing at **Annexure-III**. As such, the unhindered drainage water outflow is required to be ensured.

To allow unhindered flow of drainage water from the two canals to their river through the said Borrow Pit, the proposed scheme envisages construction of a concrete box culvert of suitable width (at least 10 mtrs.) located inside the proposed Project Area, along its boundary as also indicated in the layout drawing at **Annexure-III** and marked.

The actual details/number and specifications of project facilities is to be firmed up by the Lessee.

- ii) The service provider will comply with the rules and recommendations of Petroleum Explosive Safety Organization' (PESO), Inspectorate of Dock Safety. HDC/SMP shall not in any way be liable for default of the Lessee on this account.
- iii) Compliance with environmental laws including obtaining and keeping in force throughout the leased period all required statutory clearances, which shall include construction, operation and maintenance phases of the project. HDC/SMP shall not in any way be liable for the default of the Lessee on this account.
- iv) Planning, designing, construction, operation and maintenance of all developmental works shall comply with the relevant Indian Standards and in the absence of Indian Standards; relevant International Standards shall be complied with. Safety precautions as per statutory requirements shall also be complied with.
- v) Operation and maintenance of the facilities proposed throughout the leased period.
- vi) The users of the facility are expected to lay their own pipelines up to the proposed railway siding for which they have to take necessary way leave permission from HDC/SMP as per feasible and accepted route. The pipelines of the users may be connected to a common manifold of the proposed siding to be created by the lessee on leased land for carrying out LPG loading operations in rail wagons at the proposed siding.

- vii) HDC/SMP will provide Locomotive for shunting operation. Necessary Haulage and Terminal Charges will be levied from the customer by HDC/SMP.
- viii) The proposed facility shall be used as a Common User facility open to all parties desirous or dispatching LPG by rakes. The successful bidder (Lessee) shall be entitled to levy and will recover charges from users of the facility at rates not exceeding the rates as will be pre-determined and notified by Tariff Authority for Major Ports (TAMP)/Competent Authority. Such rates will be intimated to the qualified bidders during the 2<sup>nd</sup> stage (RFP/Price Bid Stage).

**(C) The envisaged Operational methodology is as under:**

- Link line serving the LPG siding to take-off from departure mainline at point mark A in Layout drawing at **Annexure –III**.
- As per the proposed scheme, there will be two full rake length lines, one line for stabling of the LPG rake and second for engine reversal.
- After arrival of the rake at Port premises and after detachment of Electric Locomotive, SE Railway TXR first examines the empty rakes.
- After receiving TXR fit memo-declaring Fit for Loading, the rake is placed at the siding by pushing backward with the help of HDC Diesel Locomotive. The HDC Locomotive, which is not flameproof, will not enter the project area.
- After detachment of locomotive, the wagon will be taken in position for loading operation by the lessee by developing suitable arrangement like winch, pulley etc.
- After completion of loading operation, when the lessee confirms the same to HDC Railway Control, the loaded rake is withdrawn from the siding and placed at departure grid for outward dispatch.

The Lessee shall enter into a separate Railway Siding Working Agreement as may be required by Sr. Dy. Manager (Rlys.).

**(D) Brief description of Bidding Process:**

- (i) HDC/SMP wishes to receive Applications for Qualification in order to shortlist experienced and capable Applicants for the Bidding Stage.

Short-listed Applicants may be subsequently invited to submit the Bids for the Project.

- (ii) The HDC/SMP, has adopted a two-stage bidding process (collectively referred to as the “Bidding Process”) for selection of the bidder for grant of lease of concerned land. The first stage (the “Qualification/RFO Stage”) of the process involves qualification (the “Qualification”) of interested parties/ consortia who make an Application in accordance with the provisions of this RFO (the “Applicant”, which expression shall, unless repugnant to the context, include the Members of the Consortium).

Prior to making an application, the applicant/bidder shall submit Earnest Money of Rs. 20,19,454/- (Rupees twenty lakh nineteen thousand four hundred and fifty four only) [Ref SOT- Clause g (i)].

At the end of this stage, HDC/SMP, expects to announce a short-list of suitable techno-commercially qualified applicants / bidders who shall be eligible for participation in the

second stage of the Bidding Process (the "Price Bid Stage") comprising Request for Proposals (the "Request for Proposals" or "RFP").

- (iii) In the Qualification Stage, Applicants / bidders would be required to furnish all the information specified in this RFO. Only those Applicants / bidders who are techno-commercially qualified and short-listed by the HDC /SMP, shall be invited to submit their Bids for grant of lease of concerned land. HDC / SMP, is likely to provide a comparatively short time span for submission of the Bids for the grant of lease of concerned land. The Applicants / bidders are, therefore, advised to visit the site and familiarize themselves with the Project for which the concerned land is proposed to be leased.
- (iv) a) In the Price Bid Stage (RFP Stage), the Bidders will be called upon to submit their financial offers through tender-cum-auction (the "Bids") in terms of the RFP and other documents to be provided by the HDC /SMP (collectively the "Bidding Documents"). The bidding documents will be provided to every shortlisted bidder. Bid shall be valid for a period of not less than 120 days from the date of submission of Price bids (the "Bid Due Date").
- b) Bids are invited for lease of concerned land on the basis of the highest amount in aggregate of the following:
- Net Present Value (NPV) of the total upfront rent for the land concerned to be computed by calculating the NPV of sum total of annual lease rentals over the period of lease of 30 years based on the highest accepted quoted amount towards land rent, escalating the same by 2% per annum and discounting by the applicable longest term G-Sec rate as per the latest RBI bulletin. In addition, GST etc. as applicable shall be payable by the successful bidder and
  - The charges for handling rail borne LPG traffic through the facility created on the leased land [prevailing Terminal and Haulage charges as per rates notified by Indian Railways] (to be converted to PV) corresponding to the quantity of rail borne LPG traffic per annum quoted for the lease period of 30 years [less the gestation period] in the Price Bid.
- v) The lessee shall be entitled to levy and charge a pre-determined user fee from users of the facility to be created on leased land.
- ix) Details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.

**E) Acceptance of Port's offer of allotment:**

After finalization of the tender-cum-auction in the RFP stage, the offer of allotment of land will be made to the concerned successful applicant/bidder. The successful applicant/bidder shall thenceforth be required to again formally accept the terms & conditions of the offer of lease and remit requisite Advance Annual Lease Rent/Upfront Rent, Security Deposit and Lease Deed Preparation Cost within a period of 1 (one) month from the date of issuance of offer letter, failing which the successful applicant/bidder shall be liable to pay interest @ 12% on the amount of Advance Annual Lease Rent/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 applicant/bidder shall stand forfeited.

The possession of the concerned land will be delivered after completion of the required formalities as will be specified in the offer letter.

**II. GENERAL INFORMATION & INSTRUCTIONS TO THE APPLICANTS****GENERAL INFORMATION TO THE APPLICANTS:****(A) Brief Particulars regarding lease of land proposed to be leased:**

Area	Location	Purpose of use	Period of Lease	Reserve price	Earnest Money Deposit
I	II	III	IV	V	VI
About 142034 sq. mtrs. (or 35.10 acres)	Adjacent to General Marshalling Yard in the Industrial Zone of Haldia Dock Complex	For Planning, Designing, Construction, Operation & Maintenance of a Rail Wagon Loading Gantry for LPG on Common User basis.	30 years without any option of automatic renewal	<b>Rs. 1169.02</b> per 100 sq. mtrs. per month. [ Valid upto 06.04.2021]	Rs.20,19,454/-

**Other details:**

- (i) A layout drawing showing the plot of land is at **Annexure-III**.
- (ii) The land 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 land for the purpose mentioned at column III above within a period of 24 months from the date of commencement of lease (i.e. date of allotment of land).
- (v) The successful applicant may make payment towards land rent either on Upfront basis or Advance Annual Rent basis as per the rates quoted by the respective applicants against the land concerned and accepted by HDC/SMP in the Price bidding/RFP stage. This option shall have to be confirmed by the applicant under item-2 of Appendix- A of this RFO document.

**(B) Eligibility Criteria of the Applicant/Bidder:**

- i. Reputed organizations, Industrial Houses either individually or in a Consortium with other Industrial Houses/ Financial Institutions, Industry and / or Infrastructure Development Corporations/ Companies, etc. coming together to implement the project who have experience in any of the following during the last 5 years preceding the date of issuance of this RFO document, are eligible to participate in the RFO:
  - Construction and/or Operation & Maintenance of Refinery.
  - Construction and/or Operation & Maintenance of LPG Storage & distribution facility.
  - Construction and/or Operation & Maintenance of LPG loading / unloading facility to / from railway wagons
  - Manufacturing / Production of LPG
- ii. The entity claiming experience should have held, in the company owning the project, a minimum of 26% equity during the entire period for which experience is being claimed;

The term 'applicant' /'bidder' used would apply to both a single entity and a Consortium.

- iii) The purchaser of the RFQ Document must be the Applicant itself or a member of the Consortium submitting the application.
- iv) The Applicant shall submit a Power of Attorney as per format given at **Appendix-B**, authorizing the signatory of the Applicant to commit the RFQ application/bid.
- v) Application 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 application 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 application/bid 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-B** authorizing the signatory of the applicant/bidder to commit the RFQ.
  - d) Members of the Consortium shall enter into a Joint Bidding of Agreement (JBA) for the purpose of participating in the instant RFQ and implementing the project thereafter in case of becoming the successful applicant/bidder. 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 application / offer.
  - e) A member of a particular Consortium shall not submit any RFQ individually nor shall be a member of any other Consortium participating in the instant RFQ/Techno-Commercial Bid. 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.
- vi) **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 applicants.
    - (ii) The proposed changes will not bring down the number of application 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 v(d) above.
- d) No change in composition of consortium shall be allowed after bid submission date (with any extension thereof) and up to execution of lease deed by the Joint Venture Company to be formed in terms of the item v(d) above. Thereafter the same would be governed as per the provisions of the lease deed.

**(C) Inspection of site:**

An inspection of the site will be arranged at **1100 hrs. on 17.12.2020** if required, before the Pre-Bid Meeting. Interested applicants/bidders may participate in the site inspection, if they so desire.

The applicant/bidder shall be deemed to have inspected the land, the site condition and the facilities available there, before submission of application/bid. No cost incurred by the applicants /bidders in preparing their application/bid or attending inspection of the site will be reimbursed by the Port.

**(D) Pre-Bid Meeting:**

- (i) A pre-bid meeting will be held at the office of Sr. Dy. Manager (Administration) at Jawahar Tower Complex, Haldia Township on **17.12.2020 at 12.30 hrs.** Attending the Pre- Bid Meeting is not mandatory.
- (ii) The intending applicants/bidders are advised to send their queries vide email to [cchatterjee.hdc@kolkataporttrust.gov.in](mailto:cchatterjee.hdc@kolkataporttrust.gov.in) , [pbarla.hdc@kolkataporttrust.gov.in](mailto:pbarla.hdc@kolkataporttrust.gov.in), [pdey.hdc@kolkataporttrust.gov.in](mailto:pdey.hdc@kolkataporttrust.gov.in) by **14.12.2020** as per format specified below for discussion during the Pre-Bid conference -

Sl.	Clause	Reference Query
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- (iii) HDC, SMP intends to furnish response to all queries without identifying the sources, in MSTC website as well as in [www.smpportkolkata.shipping.gov.in](http://www.smpportkolkata.shipping.gov.in) including modifications / amendments , if any to the terms & conditions of the RFQ, scope of the project etc, which the intending applicant /bidder is to note for submitting their application/bid. The amendments / modifications / clarifications shall be hosted in the form of an "Addendum", which shall become an integral part of the RFQ document for all purposes and shall be binding on the applicant.

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

**(E) RFQ Document Cost:**

RFQ Document has been hosted in the web sites of Syama Prasad Mookerjee Port, Kolkata, [www.smpportkolkata.shipping.gov.in](http://www.smpportkolkata.shipping.gov.in) and MSTC ([www.mstcecommerce.com](http://www.mstcecommerce.com)). Interested applicants/bidders may download the RFQ document from the said web sites. For participation in the RFQ, MSTC website may only be used. The intending applicant/bidder should submit the RFQ document cost amounting to Rs 5,900/- (including GST) (non-refundable) along with their offer otherwise their offer will be summarily rejected. The procedure for submission of RFQ document cost may be followed as detailed in clause – g(ii) of SCHEDULE OF TENDER.

**(F) Earnest Money:**

- a) The Earnest Money as mentioned in the column VI in the table under item (A) of General Information to the applicant above against the land for which the

applicant/bidder intends to submit their offer, shall be submitted along with their offer otherwise their offer will be summarily rejected. The procedure for submission of earnest money may be followed as detailed in clause – g(i) of SCHEDULE OF TENDER.

- b) The amount of Earnest Money will be refunded to the unsuccessful applicants/bidders without interest after the selection of successful bidder. For the successful bidder, Earnest Money will be refunded after grant of lease on compliance of required formalities.
- c) Mere submission of RFQ will not mean that the offer will be automatically considered qualified and bid will be entertained.

**(G) Forfeiture of Earnest Money:**

- i) The Earnest Money shall be forfeited if the applicant withdraws its offer during the interval between the last date and time of submission of the offer i.e. **1430 hrs. on 06.01.2021** or any extension thereof and expiration of the validity period of the offer including extension thereof. In this connection, item (K) may also be seen.
- ii) If the applicant/bidder does not quote any amount or negative amount in the prescribed format of Price- Bid during the Price Bid /RFP stage, his bid will be liable to rejection with forfeiture of Earnest Money deposited by them.
- iii) The successful bidder shall have to accept the terms & conditions of the offer of lease and remit requisite Upfront Rent or Advance Annual Lease Rent for 1<sup>st</sup> year (based on option given by applicant in **Appendix-A** of RFQ), Security Deposit and Lease Deed preparation cost etc. within a period as will be specified in the offer letter, failing which the offer shall be liable for cancellation with forfeiture of Earnest Money deposited by the applicant/bidder.

**(H) Minimum Guaranteed Rail Borne LPG Traffic (MGT):**

- a) Each participating applicant/bidder shall have to guarantee a minimum quantity of LPG traffic to be handled by them through the proposed railway siding facility to be created on the land concerned for which the applicant/bidder intends to submit their offer for grant of lease of concerned land.

In the Price Bid/RFP stage, each participating applicant/bidder shall have to quote a Minimum Guaranteed Quantum of Rail Borne LPG Traffic (MGT) to be handled by them through the proposed railway siding facility to be created on the land, for which the applicant/bidder intends to submit their offer for grant of lease of concerned land.

In this connection, the lessee shall have to maintain a Performance Guarantee equivalent to annual terminal and haulage charges through railway siding facility (applicable terminal and haulage charges as per prevailing rates as approved and as will be revised from time to time by Railway Board for HDC / SMP including GST, any other rates / charges levied by the Scale of Rates as applicable at HDC / Railway Board from time to time) in the form of irrevocable and encashable at - Call Bank Guarantee.

- b) A bidder who wishes to quote Minimum Guaranteed LPG Traffic (MGT) of varying quantities at different years may do so in the following manner:
  - 1) They shall quote the Base Quantity of MGT in the Price bid [ in the Price Bid/RFP stage] 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 of MGT, he may do so by mentioning the said variation for the subsequent years at **Appendix-G** as a %age (percentage) of Base Quantity of MGT without disclosing the Base Quantity of MGT in the said document.
- i) If **Appendix-G** is not duly filled up, it will be construed that the Base Quantity of MGT will continue for the entire period of lease.
- ii) Disclosure of the Base Quantity of MGT in this additional document in RFO stage will make the bid liable for outright rejection.

Example: The above details from 2<sup>nd</sup>. year of MGT onwards may be furnished in the tabular form as given below:

Year of MGT	%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 of MGT onwards, he must quote 12% 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 Terminal and haulage charges as applicable for LPG shall be computed by multiplying the MGT quantum of LPG cargo to be handled by the successful bidder at HDC per annum through the railway siding facilities created on the concerned land and the rates of terminal and haulage charges as per prevalent Rates as approved and as will be revised from time to time by Railway Board for HDC/ SMP including GST, any other rates / charges levied by the Scale of Rates as applicable at HDC / Railway Board from time to time. For the prevailing rates of terminal charges, **Annexure-VI** may be referred to. For the prevailing rates of haulage charges, **Annexure-VII** may be referred to.
- d) In case the successful bidder handles more than the Minimum Guaranteed Cargo per annum, payment of terminal and haulage charges would have to be made at actuals.
- e) In case the successful bidder fails to achieve the Minimum Guaranteed quantum of Traffic per annum for operating their project at the concerned land, the bidder shall have to pay compensation equivalent to the shortfall in MGT multiplied by prevailing terminal and haulage charges for that commodity, within 15 days from the date of the communication, failing which, HDC / SMP shall be at liberty to encash the Bank Guarantee to the extent of shortfall of prevailing annual terminal and haulage charges. In that event, the successful applicant/bidder shall have to submit the equivalent amount of Bank Guarantee to the HDC / SMP within one month from the date of encashment of the same by the HDC / SMP.
- f) Lease to be granted to the successful applicant / bidder shall be liable to be terminated if the Lessee 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 applicable Rates of terminal and haulage charges, during 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 terminal and haulage charges for LPG handling through the railway siding / 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 4<sup>th</sup> year of the lease.
- j) It is obligatory on the part of the lessee to achieve the MGT every year (from 4<sup>th</sup> 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 Lease Agreement including the conditions of MGT, for the balance period of the lease.
- k) For the purpose of assessing the PV of the year wise LPG cargo handling revenue to the port from the Railway Siding against the MGT to be quoted by the applicant / bidder, the applicable terminal and haulage charges will be considered. At the time of actual handling of cargo upon commencement of the project also, the payment shall be made as per rates applicable.

In the event, the successful applicant / bidder fails to achieve the MGT in any year (annual period), HDC / SMP will realize amount equivalent to the shortfall in MGT at the rates applicable for terminal and haulage charge with GST for such consideration.

- l) The currency of payment shall be INR.

**(I) Force Majeure :**

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

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

- (i) The online application against this RFO should be submitted to General Manager (Management & Services), Haldia Dock Complex, Jawahar Tower Complex, P.O. Haldia Township, Dist. Purba Medinipur, Pin. 721607, through MSTC Ltd. ([www.mstcecommerce.com](http://www.mstcecommerce.com)), not later than **1430 hrs. on 06.01.2021** after which time and date, no offer shall be accepted.

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

- (ii) The online applications submitted against this RFO [Techno-Commercial Bid] shall be opened electronically at **1600 hrs. on 06.01.2021**. Bidders or his authorized representative may witness the said electronic opening of Bid.

**(K) Substitution, Withdrawal of Application/Bid:**

The applicant / bidder may substitute or withdraw its offer after submission, before the Due Date and time of submission of offer i.e. **1430 hrs. on 06.01.2021** or any extension thereof as per provision given at **Annexure -I**. No offer shall be substituted or withdrawn by the applicant / bidder after the Due Date and time of submission of offer or any extension thereof.

**(L) Amendment of RFO Document :**

At any time prior to the due date for submission of application, HDC / SMP may, for any reason, whether at its own initiative or in response to queries/clarifications raised by the applicant / bidder (s) during the pre-bid meeting or otherwise modify the RFO Document by the issuance of Addendum in official websites of SMP [www.smpportkolkata.shipping.gov.in](http://www.smpportkolkata.shipping.gov.in) and also in the website of MSTC ([www.mstcecommerce.com](http://www.mstcecommerce.com)).

In order to afford prospective applicant / bidder (s) a reasonable time in which to take an Addendum into account, or for any other reason, HDC / SMP may, at its discretion, extend the Due Date of Submission of application through appropriate notification in the websites [www.smpportkolkata.shipping.gov.in](http://www.smpportkolkata.shipping.gov.in) and also in the website of MSTC ([www.mstcecommerce.com](http://www.mstcecommerce.com)).

**(M) Validity of Application:**

The validity of the Application shall be for a period of six months from the date of opening of the RFO [Techno-Commercial Bid].

**(N) Extension of validity of Application:**

Prior to expiry of the original application validity period, Port may request applicants/bidders to extend the validity period for a specified additional period.

**GENERAL INSTRUCTIONS TO THE APPLICANTS :**

**(A) Preparation and Submission Procedure of Application :**

- a) The application must be submitted in the name of purchaser of the RFO document itself (in case of single entity) or in the name of the Lead Member of the Consortium.
- b) Language: The application and all related correspondences and documents shall be written in English Language. Supporting materials, which are not translated in English and duly certified, may not be considered.
- c) The Application (RFO/Techno-commercial Bid) shall contain the following:-

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

- d) Mere submission of RFQ Documents will not mean that a particular application will be automatically considered qualified. Such qualification will be examined at the time of evaluation of applications.
- f) The substitution or withdrawal of application may be done as per provision mentioned at **Annexure-I** before due date and time for submission of the application. In such case, only the substituted application would be considered & the application earlier submitted would not be considered.
- g) The applicant/bidder must submit an undertaking with their application that in case of being successful bidder they would submit valid Trade Licence (for each member in case of a Consortium) before commencement of project.

**(B) EVALUATION CRITERIA:**

**a) Tests of Responsiveness:**

- 1) Prior to evaluation of Application/Bid submitted by the applicant, Port will determine whether each offer is responsive to the requirements of the RFQ document. An Application/Bid shall be considered responsive if the Application/Bid:
  - i) Is submitted within the due date including extension period, if any.
  - ii) Is signed, sealed and marked as stipulated in the RFQ document.
  - iii) Is accompanied by the required Power of Attorney(s).
  - iv) Contains all the information as requested in the RFQ document.
  - v) Contains information in Formats as specified in this RFQ 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 RFQ document or in the Draft Lease Deed Form.
  - ix) A Project Report (PR) on the project/facilities to be set up on the land concerned.

**2) Clarifications:**

To assist in the process of evaluation of application (Techno-Commercial Bid), Port may, at its sole discretion, ask any applicant/bidder to provide original documents or any additional documents / details, seek clarifications in writing from any applicant/bidder regarding its application/bid. 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 application / bid which is non responsive and it shall be solely at the discretion of the port to allow alteration, modification, substitution or withdrawal to make the bid responsive after opening of the Techno Commercial Bid.

**3) Confidentiality:**

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

**b) Evaluation of Application for Techno-Commercial Qualification:**

The application/bid will be evaluated on the basis of the documents submitted by the applicant / bidder and also on the basis of following details:

- i) **Profile / Experience of the applicant & Project Related Information as per Appendix-D & E.**

- ii) **Financial Capability of the applicant:**

Net Worth of applicant bidders at the end of most recent financial year should not be less than **Rs 2,01,94,534/-**.

The applicant shall submit the Net Worth under item -5 of **Appendix-D**.

Where the applicant 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 applicant in respect of Net Worth must be supported by a **certificate from a Chartered Accountant / Certified Public Accountant as per format at Appendix-F**. The port will however, reserve the right to get the same verified and in case some discrepancy is found, the details as will be ascertained by port, shall prevail for evaluation purpose.

**c) Terms & Conditions of Lease :**

- a) Period of Lease :- 30 ( thirty ) years from the date of taking over possession of the land concerned on compliance with the required formalities, without any option for automatic renewal.
- b) Purpose of use : For Planning, Designing, Construction, Operation & Maintenance of a Rail Wagon Loading Gantry for LPG on Common User basis.
- c) Payments to be made by the successful applicant/bidder prior to handing over possession of land :

The successful bidder for the land shall pay the following amounts on receipt of offer letter from HDC/ SMP on receipt of which HDC/ SMP 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 applicant/bidder.

**1) Rent & Security Deposit :**

- (i) In case the successful bidder has opted for payment of rent on Upfront basis:
- a. Upfront Rent : To be computed by calculating the NPV of sum total of annual lease rentals over the period of lease of 30 years based on the highest accepted quoted amount towards land rent, escalating the same by 2% per annum and discounting by the applicable longest term G-Sec rate as per the latest RBI bulletin. In addition, GST etc. as applicable shall be payable by the successful bidder.
- b. 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.
- c. Security Deposit : Security Deposit equivalent to 2 years rentals @ Re.1/- per sq. mtrs. 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.

(ii) In case the successful bidder has opted for payment of rent on Premium basis (ie. annual advance rent basis):

a. Annual advance rent for the 1<sup>st</sup>. year of lease to be computed by calculating the annual rent based on the highest accepted quoted amount towards land rent. The annual rent will be escalated by 2% per annum or the scheduled rent then in force whichever is higher. In addition, GST etc. as applicable shall be payable by the successful bidder.

b. Security Deposit: Security Deposit equivalent to 2 years rentals @ the highest accepted quoted amount towards land rent 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.

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

2. Lease Deed Preparation Cost : Rs 5,900/- including GST as applicable.

d) Payments to be made during the currency of the lease after handing over possession of the land:

(i) Advance annual rent from the 2nd year of the lease as applicable (depending upon whether rent is paid on Upfront or Premium basis), during the entire period of the lease. Each year shall be reckoned from the date of commencement of lease i.e. date of handing over possession of the land concerned on observance of required formalities.

The advance annual rent payable, whether demanded or not shall be paid by the successful bidder within 15 days from the date of beginning of each year. The other dues, as applicable, shall be paid by successful applicant/bidder within 15 days from the date of payment notice. Each year shall be reckoned from the date of commencement of lease i.e. date of handing over possession of the land concerned on observance of the required formalities.

In case of default in payment of advance nominal Rent and other dues within one month from the due date of payment specified above, interest @ 12% per annum shall be charged on the outstanding dues from the due date of payment.

(ii) In the event, the successful bidder fails to achieve the MGT in any year (annual period), HDC/SMP will realize amount equivalent to the shortfall in MGT at the applicable rates with GST.

(iii) The successful bidder shall also have to maintain a Performance Guarantee equivalent to annual terminal and haulage charges through the railway siding facility as per prevailing Scale of Rates applicable at HDC, SMP in the form of irrevocable and encashable-at-Call Bank Guarantee.

(iv) 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, taxes, 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.

- e) **The annual rent will be escalated by 2% per annum or the scheduled rent then in force whichever is higher.**
- f) 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.
- g) 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.
- h) 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.

- i) 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.
- j) Statutory Clearance: The Lessee shall be responsible for obtaining No Objection Certificate / Licence / registration / approval / sanction / clearance from the appropriate authority as may be required under Environmental (Protection) Act,1986 & other statutory provision / rules including Petroleum and Explosives Safety Organisation (PESO), Inspectorate of Dock Safety for which required studies/ reports like Risk Analysis Study, etc. shall also have to be submitted.

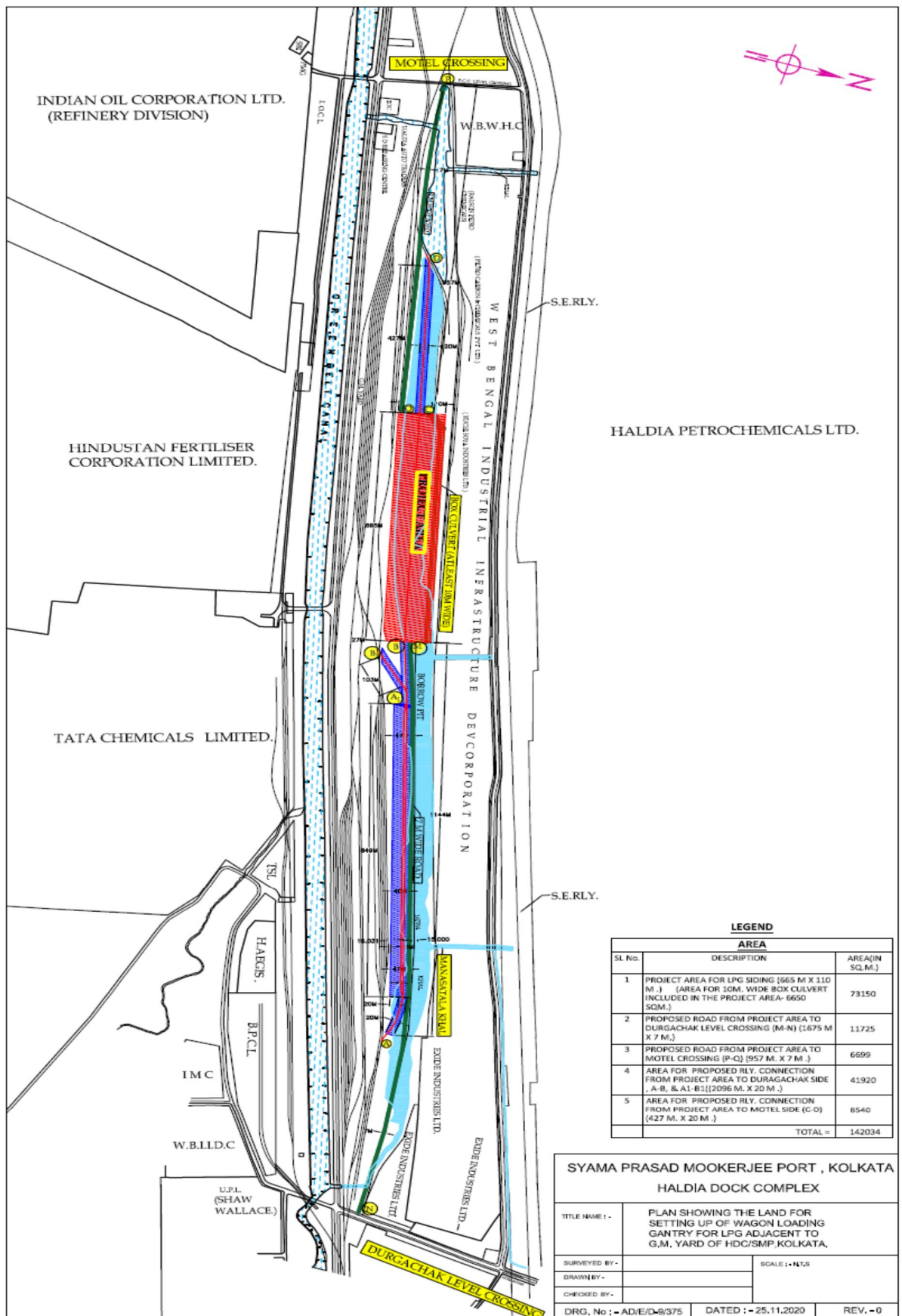
The lessee shall also be responsible for obtaining all required clearances relating to fire & safety. The lessor shall not in any way be liable for the default of the lessee on this account.

- k) 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.
- l) The lessee will take adequate measures for environmental protection measures including installation of requisite infrastructure and allied facilities for handling LPG rakes through the railway siding facilities to be created on the demised land so that the existing facilities in the vicinity are not adversely affected in any manner.

- m) 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 RFQ / RFP 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 representative format for lease deed is at **Annexure-IV**. The format may have to be suitably amended depending on the terms for the concerned plot.
- n) Preparation cost of Lease Deed -The lessee shall be required to pay Rs 5,900/- (including GST) towards cost of lease form and plans plus GST as applicable.
- o) 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.
- p) Dock Permit : Dock Permit shall be issued on chargeable basis for men, tools, tackles, etc. as per procedures and rates, as applicable from time to time, if required in connection with erection / commissioning of the cargo handling system or in connection with operation and maintenance of the installed system during currency of the lease.
- q) The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of High Court at Calcutta.

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**LAYOUT DRAWING OF LAND CONCERNED**

## ANNEXURE -IV

DRAFT LEASE DEED FORM

<p>This INDENTURE dated this..... day of.....Two Thousand and .....and made BETWEEN BOARD OF TRUSTEES FOR THE PORT OF SYAMA PRASAD MOOKERJEE PORT, KOLKATA a body corporate constituted under the Major Port Trust Act, 1963 (No. 38 of 1963) (hereinafter called the "TRUSTEES" or "LESSOR" which expression shall where the context so admits include their successors-in-office and assigns) of the ONE PART and Messrs .....</p> <p>.....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 <b>Plaining, Designing, Construction, Operation &amp; Maintenance of a Rail Wagon Loading Gantry for LPG on Common User basis</b>. ALL THAT pieces of land measuring about ..... sq. mtrs described in the Scheduled 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 twenty for the term of 30 years thence next ensuing YIELDING AND PAYING therefore unto the Trustees during the said term the Advance Annual Lease Rent of Rs. _____(Rupees _____) being calculated @ Rs. ____ /- (Rupees _____) per 100 sq. mtrs. per month plus GST as applicable subject to the right of the Trustees to revise the annual rent every 7<sup>th</sup> April by 2% or the scheduled rent then in force whichever is higher for the demised land or advance annual nominal rent of Rs..... Being calculated @Rs. 1/- per sq. mtrs. per year for the demised land. The lessee shall pay annual rent in advance. Each year shall be reckoned from the date of commencement of lease. The said Advance Annual lease rent whether demanded or not shall be paid by the lessee at the Trustees' Finance Office at Jawahar Tower, Haldia on or before the 15<sup>th</sup> day from the beginning of each year succeeding that for which such Advance Annual lease rent is due. The lessee shall have to pay any other dues, as applicable, 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 <b>six months'</b> 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</p>	<p>Date of execution.</p> <p>Purpose of lease</p> <p>Period and date of lease.</p> <p>Rent payable.</p> <p>Revision of rate of rent</p> <p>Determination for port purpose.</p>
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<p>aforesaid and the Lessee shall hand over peaceful &amp; 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.</p> <p>AND it is agreed declared that confirmed by the parties hereto that the Lessee has paid to the Trustees the sum of Rs...../- towards one time Upfront Rent plus GST as admissible in respect of land msg. about..... Sq. mtrs., details of which have been mentioned in the preceding</p> <p>AND THE LESSEE hereby covenant with the Trustees in manner following that is to say :-</p> <p>(1) THAT the Lessee will during the continuance of the term hereby granted pay the said Advance Annual lease rent hereinbefore reserved and made payable or the revised annual rent, as may be fixed hereinafter as hereinbefore content at the time and in the manner at and in which the same are hereinbefore reserved and made payable in time without any deduction.</p> <p>(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, cesses, tolls, duties, charges, assessments, outgoings and premium in respect of policy of insurance against any risk whatsoever which are now or may at any time hereafter be assessed, charged or imposed upon or payable to the Trustees or any Government, Municipal and Public Authority in respect of the demised land and/or building or structure thereon erected by the Lessee or the owners or occupiers in respect thereof.</p> <p>(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.</p> <p>(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.</p> <p>(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 or tanks or plant or machinery or pipeline, etc 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.</p> <p>All plans for development of leased property shall be got approved from Lessor. The lessee shall submit to the lessor all plans and allied drawings together with site plan in quadruplicate of any building or structure or any permanent structure or tanks or plant or machinery or pipeline, etc well in advance for examination. The lessor shall examine all plans for development of leased property and obtain clarification 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 Authority. The type of development</p>	<p>Upfront Rent</p> <p>Mode of payment of rent.</p> <p>Payment of taxes / GST, duties etc.</p> <p>Recovery of arrears of rent etc.</p> <p>Erection of structures etc.</p>
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<p>should conform to the purpose of the lease and the lessor reserves the right to refuse approval of any plan without assigning any reason thereof.</p> <p>The Lessee will have to develop the leased property at their own cost and arrangement and also maintain the same upto the period of lease. The Lessee shall construct a drainage system around the land. If any damage is caused to the property of the Trustees or the property of the other organization during execution of the development works or maintenance of the same, the Lessee shall be liable to make good the damages at their own cost and arrangement to the satisfaction of the Trustees or satisfaction of the other organization.</p> <p>4 (a) THAT in the event the lessee makes any construction on the demised Land without any prior approval of the Board, necessary steps may be taken by the lessor in accordance with the provision of Public Premises ( Eviction of Unauthorized Occupants ) Act, 1971.</p> <p>(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 foundation for permanent buildings or structures, tanks etc. for the purpose of Construction, Operation &amp; Maintenance of a Rail Wagon Loading Gantry for LPG on Common User basis subject to the consent and permission obtained as above.</p> <p>(6) THAT the Lessee shall faithfully observe and follow all laws, Rules, Regulations, Notifications whatsoever governing the use of the demised land and for the purpose of _Construction, Operation &amp; Maintenance of a Rail Wagon Loading Gantry for LPG on Common User basis tanks / plants / machinery or structures, if any, erected or built thereon.</p> <p>(7) THAT the Lessee shall not use the demised land or any part thereof or any building or structure that has been / 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.</p> <p>(8) THAT the Lessee will not be permitted to 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 in writing of the Trustees. In case permission is granted, it may be on such terms &amp; conditions as contained in the prevailing Land Policy Guidelines issued by the Central Government, as the Trustees may think fit. If the permission is refused, the Trustees should not be called upon to assign any reasons for such refusal.</p> <p>Sub-lease / subletting or parting with possession of the demised land or the building or structures, if any, erected thereon or any part thereof, with anybody or with any organization will not be permitted. In cases where, the lessee is not able to utilize the entire land leased to lessee, the portion of the lease premises not required by him should be surrendered and no subletting shall be permitted.</p> <p>8. (a) The Trustee may consider surrender of lease for the whole or part of the demised land by the lessee as per the provisions of the Policy Guidelines</p>	<p>Unauthorized Construction.</p> <p>Excavations</p> <p>Observation of Laws, Rules etc.</p> <p>Utilization of the land</p> <p>Transfer, Sublet, Assignment of lease</p> <p>Surrender of Lease</p>
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for Land Management by the Major Ports issued by the Central Govt. prevailing at the relevant point of time.	
(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 in the prevailing Land Policy Guidelines / any other applicable clarifications 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.	Change of formation / composition / name of business
(11) THAT it shall be lawful for the Trustees, their agents and staff at any reasonable time, to enter upon the demised land with a view to inspect and examine the condition of the same, and the manner of construction of any building, or structure or erection, for the time being under construction, or already constructed or for the purpose of constructing, laying, altering, repairing or maintaining any water-courses, drains, pipes or electric wires in connection with any adjoining property of the Trustees, filling up excavations made and otherwise making good any damage done to the demised land or to property of the Lessees by reason of such repairing, laying, altering etc. by the Trustees as aforesaid, but the Trustees will not be liable to pay any compensation to the Lessee for any damage and or loss or inconvenience that the Lessee may suffer in this connection.	Access of the Trustees' staff to the demised land.
(12) THAT the Lessee shall not do, or suffer to be done in or upon the demised land, or any part thereof, or in the building or structure that may be erected thereon, any act or thing which shall be or become a nuisance, damage, annoyance, inconvenience or danger to the demised land or to the owners or occupiers of any adjoining or neighbouring land or premises.	Causing inconvenience to neighbours.
(13) THAT the Lessee shall, at all times during the said term, be bound to execute to the satisfaction of the Trustees and/or their staff all such work and observe and perform all such rules and conditions which shall appear to the Trustees and/or to their staff, or to the sanitary authorities of the district in which the demised land is situated to be necessary or desirable in order to keep the demised land in good sanitary order and condition.	Maintenance of sanitary condition.
(14) THAT the Lessee shall also make their own arrangements for safety and security (including firefighting arrangements) of the demised land and/or any building or structure erected thereon by it on the condition aforesaid as per fire safety standard as laid by Govt.	Safety & Security
(15) THAT the Lessee shall arrange the electricity, water supply, etc. to the demised land by itself at its costs and expenses, and in doing so for laying electric / waterline(s), outside the leasehold land, the Lessee shall have to obtain consent and / or permission, in writing, from the Lessor in advance.	Electricity, water supply etc.
(15a) The lessee shall also have to obtain way-leave permission from the Lessor for laying electric lines, waterlines, etc. on Lessor's land outside the demised land at their own cost and arrangement under applicable terms	Way-leave permission.

<p>and conditions and on payment of necessary way leave charges as per prevailing Land Policy Guidelines and Schedule of Rent for Land &amp; Building of SMP, Kolkata at Haldia.</p> <p>(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.</p> <p>(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.</p> <p>(17)(a) THAT after the expiration / termination / determination of the lease and despite receiving the notice thereof, or forfeiture of lease on account of change of user, assignment etc. if the Lessee fails and/or refuses to make over the possession as above and continues to occupy it unauthorisedly, the lessee shall be liable to pay compensation for wrongful use and occupation of the same at three (3) times the annual lease rent based on updated/latest SoR, till vacant possession is obtained by the Trustees.</p> <p>In case of land allotted on one time upfront basis, the equivalent annual rent would be calculated on pro-rata basis.</p> <p>(18) AND PROVIDED ALSO and it is hereby expressly agreed that the Lessee shall construct culverts over all water-pipes/pipelines etc 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 &amp; repair.</p> <p>(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 advance annual lease rent/ advance annual nominal rent and other dues for the demised land within one month from the due date of payment, interest at the rate of <b>12% per annum</b> will be levied on the outstanding dues from the due date of payment.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(23) THAT the Lease Deed after registration shall remain in the custody of the Trustees. The costs of preparing, stamping and registering the lease and</p>	<p>Yielding up the demised land at the expiry or determination of the term.</p> <p>Construction of culverts over water pipes etc.</p> <p>Interest on outstanding dues</p> <p>Statutory powers</p> <p>Service of notice</p> <p>Utilization of the demised land as shrine</p> <p>Custody of the Lease Deed</p>
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<p>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.</p> <p>(24) THAT the Lessee shall during the entire term of the demise, properly maintain the boundaries of the demised land by boundary walls, masonry pillars or fencing to be built and erected at their own cost and arrangement and shall have to see that no other person or party may encroach upon any portion of the demised land and shall have to execute or cause to be executed any work necessary or desirable in order to keep the demised land in good sanitary order and condition to the satisfaction of all authorities concerned.</p> <p>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.</p> <p>(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.</p> <p>(26) THAT the Lessee shall utilize the Plot of land described in Schedule hereto for the purpose of Construction, Operation &amp; Maintenance of a Rail Wagon Loading Gantry for LPG on Common User basis and utilize the Plot of land described in Schedule hereto for the purpose of _ Construction, Operation &amp; Maintenance of a Rail Wagon Loading Gantry for LPG on Common User basis on the leased land at Haldia. The gantry may be served by Lessor's railway system for which the Lessee shall have to lay railway connection at his own cost after obtaining permission from Lessor.</p> <p>(27) 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 &amp; other statutory provision / rules and the lessor shall not in any way be liable for the default of the lessee on this account.</p> <p>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 of Construction, Operation &amp; Maintenance of a Rail Wagon Loading Gantry for LPG on Common User basis at Haldia thereof.</p> <p>THAT the Lessee shall obtain environmental clearance certificate relation to their project from the concerned Ministry/ Competent Authority and a certified copy thereof should be submitted to the Lessor. The Lessee shall be responsible to take adequate environmental protection measures.</p> <p>(28) THAT the Lessee shall have to observe, perform &amp; 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</p>	<p>Maintenance of boundaries</p> <p>Exhibition of advertisement etc.</p> <p>Statutory Clearances</p>
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<p>care of the wagons and such other matters as the Trustees Sr. Dy. Manager (Rlys.) may think fit and proper.</p> <p>In case this lease agreement is terminated for any reason whatsoever, the Siding Operation at the siding shall automatically stand terminated.</p> <p>The Haldia Dock Complex, SMP, Kolkata will not be responsible for loss / damages if any arising from operation of siding on the Leased land.</p> <p>(32) THAT the Lessee shall be required to provide green belt of considerable width in and around the demised land.</p> <p>(33) THAT the Lessee shall have to observe all required statutory formalities regarding setting up of their project as may be necessary and will take clearance, as may be necessary from the appropriate authorities on account of the proximity of the location of the waterfront.</p> <p>(34) 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&amp;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&amp;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.</p> <p>(35) THAT the Lessee shall obtain prior approval of the Central Ground Water Board and also of the Trustees' said General Manager for sinking any tube-well 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.</p> <p>(36) THAT the lease shall not have any option for further automatic renewal of this lease. No compensation shall be payable by the Trustees in the event of refusal to renew the lease.</p> <p>(37) The Lessee shall have to ensure proper parking of cars/ trucks/ lorries/, etc. within the demised land so as not to cause any inconvenience to movement of vehicles on the main road.</p> <p>(38) 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.</p> <p>(39) 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.</p>	<p>Indemnity</p> <p>Sinking of tube well</p> <p>No option for automatic renewal.</p> <p>Parking Area</p> <p>Reporting of accident etc.</p> <p>Penalty</p>
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<p>(40) That the prevailing Land Policy Guidelines for Major Ports issued by Ministry of Shipping, Government of India on Land Management and as amended from time to time shall be applicable in respect of the demised land.</p> <p>AND the Trustees hereby covenant with the Lessee in manner following :-</p> <p>(1) THAT they will at all times during the said term, pay the owners' share of Municipal taxes payable in respect of the demised land, but not any taxes in respect of the buildings or structures, tanks, etc. that may hereafter be erected thereon by the Lessee. The Lessor shall not take any responsibility in the matter.</p> <p>(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.</p> <p>(3) PROVIDED ALWAYS and these presents stated upon the express condition that, if the said 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.</p> <p>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 <b>24 months</b> from the date of obtaining possession, the Trustees shall be at liberty immediately thereafter to resume the demised land, after giving one month's 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&amp;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</p>	<p>Applicability of Land Policy Guidelines</p> <p>Payment of owners' share of taxes.</p> <p>Peaceful holding of the land by the Lessee.</p> <p>Resumption of the demised land in default of rent and for other legal disabilities.</p>
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<p>that the Lessee shall remain liable for payment of all rents, taxes, GST charges, compensation etc. for the period until possession of the demised land is delivered to the Trustees by the Lessee.</p> <p>(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 proviso for determination first hereinbefore contained remove at their own cost all buildings or structures or tanks and fixtures, if any, erected or set up by or belonging to the Lessee on the demised land and all buildings, structures or tanks &amp; 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.</p> <p>PROVIDED ALSO and it is hereby also agreed and declared that, notwithstanding anything hereinbefore contained, 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 elsewhere 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 Trustees' General Manager (M&amp;S), Haldia Dock Complex.</p> <p>(5) PROVIDED further if any dispute of difference or claims of any other kind arises between the Lessor and the Lessee in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, or the rights, duties or liabilities or any Party under this Agreement, whether before or after the termination of this Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.</p> <p>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.</p> <p>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 Amendment Act, 2015. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each Party and the third to be appointed by the two arbitrators appointed by the Parties. A Party requiring arbitration shall appoint an Arbitrator in writing, inform the other Party about</p>	<p>Transfer of the ownership of the Lessees' structures etc. to the Trustees at the expiration of the term or prior determination.</p> <p>Compensation</p> <p>Dispute Resolution by Amicable Settlement</p> <p>Assistance of Expert</p> <p>Arbitration in the event of failure in Amicable Settlement</p>
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<p>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 Amendment Act, 2015.</p> <p>AND the place of arbitration shall be in Kolkata, West Bengal, India.</p> <p>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.</p> <p>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 Amendment Act, 2015.</p> <p>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.</p> <p>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.</p>	<p>Place of Arbitration</p> <p>English language</p> <p>Fees and Expenses</p> <p>Performance during Arbitration</p>
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<p>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.</p> <p>GIVEN under the Common Seal of the Board of Trustees for the Port of Syama Prasad Mookerjee Port, Kolkata and duly signed in the presence of _____</p> <p>at _____</p> <p>Signed sealed and delivered for and on behalf of the above named by their _____</p> <p>Shri _____</p> <p>in the presence of _____</p> <p>at _____</p>	<p>_____</p> <p>( Lessor )</p> <p>_____</p> <p>_____</p> <p>(Lessee)</p>
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Lease Deed prepared 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 Applicant / Bidder along with offer otherwise their application/bid may be rejected:

- i) Variation in base Quantity of MGT – **Appendix-A**.
- ii) Power of Attorney – **Appendix- B & C** of RFO document, as applicable.
- iii) Profile of the Applicant (For each member in case of a Consortium)- **Appendix- D**.
- iv) Details of proposed project at **Appendix-E**.
- v) Format for demonstrating Net Worth- **Appendix- F**.
- vi) Declaration by the Applicant– **Appendix-G** of RFO document
- vii) 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) (i) Partnership Deed in case the applicant is a Partnership Firm. (In case of consortium, such should be submitted for all Consortium members).
  - (ii) Memorandum & Articles of Association in case the applicant is a Company. (In case of consortium, such should be submitted for all Consortium members).
  - (d) Audited Balance Sheet and Profit & Loss Account for the last three Financial years with Audit Report (of each member in case of Consortium).
  - (e) Current IT Return (of each member in case of Consortium).
  - (f) Valid Professional Tax Challan (of each member in case of Consortium).
  - (g) Other documents, which the Applicant wants to submit (duly signed).
  - (h) An undertaking with the RFO/Techno-commercial offer that in case of being successful applicant/bidder, they would submit valid Trade Licence (for each member in case of a Consortium) before commencement of project.
- viii) RFO Document, corrigendum and addendum (if any) duly signed and sealed.
- ix) Joint Bidding Agreement in terms of Clause – II (B) (V) (d) of General Information to the Applicant of the RFO Document (for Consortium).



Rates Circular No. 03 of 2019

भारत सरकार (GOVERNMENT OF INDIA)

रेल मंत्रालय (MINISTRY OF RAILWAYS)

रेलवे बोर्ड (RAILWAY BOARD)

No.TCR/1543/2009/1

New Delhi, Dated: 21.02.2019

The General Managers,  
Central Railway, Mumbai.  
Eastern Railway, Kolkata.  
Southern Railway, Chennai.  
South Western Railway, Hubli

Western Railway, Mumbai.  
East Coast Railway, Bhubaneswar,  
South Eastern Railway, Kolkata.

**Sub:** Rates of Terminal Charges to be collected by Port Trust Railways directly from customers.

**Ref:** Rates Circular No.10 of 2017 and Rates Circular No. 88 of 2007.

1.0 In terms of Rates Circular No.10 of 2017, the rates for Terminal Charges to be collected by different Port Trust Railways for the period from 01.04.2017 to 31.03.2019 was conveyed to Zonal Railways.

2.0 The matter has been examined and it has been decided to revise the rates of Terminal Charges to be collected by Port Trust Railways, of Mumbai, Kolkata, Chennai, Paradip, Mormugao and Vishakhapatnam (for Vishakhapatnam in respect of traffic passing through north holding yard only), for the period 01.04.2019 to 31.03.2021 as Rs. 29.68 per tonne for all type of traffic.

3.0 In respect of Vishakhapatnam Port Trust (Ore Exchange Yard), Terminal Charge rate will be 80% of the rates indicated above.

4.0 The terms and conditions, notified vide Rates Circular No.88 of 2007, in respect of collection and payment of Terminal Charges will continue to apply unchanged.

5.0 These charges are distinct from 'Terminal Charges', levied on Railway Goods sheds and Private Freight Terminals, issued vide Board's letter No.TCR/1078/2018/17 dated 27.12.2018 (Rates Circular No. 24 of 2018)

6.0 This issues with the concurrence of the Finance Directorate of the Ministry of Railways.

*Shilpi Bishnoi*  
21.02.19

(Shilpi Bishnoi)

Director, Traffic Commercial (Rates)  
(Railway Board)

No.TCR/1543/2009/1

New Delhi, Dated: 21.02.2019

Copy for information to:-

PFA, All Indian Railways  
Dy.C&AG (Rlys), Room No.222, Railway Board, New Delhi.

*C. N. Singh*  
21.2.19  
for Financial Commissioner (Railways)

Page 1 of 2



Rates Circular No. 03 of 2019

No.TCR/1543/2009/1

New Delhi, Dated: 21.02.2019

Copy for information and necessary action to:-

1. The PCCMs & PCOMs, All Indian Railways.
2. Executive Director, CRIS, Chanakya Puri, New Delhi – 21.
3. Chief Administrative Officer, FOIS, Northern Railway, New Delhi – 21.
4. Managing Director, Kankan Railway Corporation, Belapur Bhawan, Sector-11, CBD Belapur, New Mumbai – 400614.
5. Director General, Railway Staff College, Vadodara.
6. Chairman & Managing Director, Mumbai, Kolkata, Chennai, Paradip, Mormugao and Vishakhapatnam Port Trust Railways.
7. The Director (Ports General), Ministry of Shipping, RT &H, Deptt. of Shipping (Ports Wing), Transport Bhawan, Parliament Street, New Delhi – 1.

*Shilpi Bishnoi*  
21.02-19  
(Shilpi Bishnoi)  
Director, Traffic Commercial (Rates)  
(Railway Board)

Copy to: -

TC (CR) &amp; FC branches of Railway Board.



भारत सरकार( GOVERNMENT OF INDIA)  
रेल मंत्रालय( MINISTRY OF RAILWAYS)  
रेलवे बोर्ड (RAILWAY BOARD)

No. TCR/1055/95/1

New Delhi, dated:28.08.2019

The Chairman,

- 1) Kolkata Port Trust                      2) Haldia Port Trust                      3) Mormugaon Port Trust  
4) Visakhapatnam Port Trust           5) Paradip Port Trust                      6) Mumbai Port Trust  
7) Tuticorin Port Trust

**Sub: Revision of Port charges payable to Port Trusts.**

Sanction of the Central Government is accorded to the levy of haulage charges for the different Port Trusts as per details given below:

<b>A. Kolkata Port Trust</b>	
Local Haulage Charges	₹2880/- per 8 wheeler wagon
<b>B. Haldia Port</b>	
1. Local haulage and placement charge at consignee or consignor siding-Inward and Outward	₹2205/- per 8 wheeler wagon
2. Local haulage and placement charge at wagon tippler	₹2620/- per 8 wheeler wagon
3. Local haulage, placement and siding charge (other than 1&2 above)	₹2620/- per 8 wheeler wagon
<b>C. Mormugao Port Trust</b>	
1. Haulage in Port Trust wagons from Vascoda-Gama area (any point east of the Iron Jetty) to the Harbour area or vice-versa.	₹2570/- per 8 wheeler wagon
2. Haulage in Port Trust Wagons between any two points within the Vasco-da-Gama area.	₹1645/- per 8 wheeler wagon
3. Haulage in Trunk Railway wagons in port premises.	₹3735/- per 8 wheeler wagon
<b>D. Vishakhapatnam Port Trust</b>	
Local Haulage Charges	₹1570/- per 8 wheeler wagon
Siding Charges	₹2170/- per 8 wheeler wagon
<b>E. Paradip Port Trust</b>	
Local Haulage Charge	₹2330/- per 8 wheeler wagon
<b>F. Mumbai Port Trust</b>	
1. Haulage Charge on through traffic	₹2190/- per 8 wheeler wagon
2. Siding Charge on foreign railway traffic	₹510/- per 8 wheeler wagon
3. <u>Rebooking Charges:</u> At Owner's Risk	₹2715/- per 8 wheeler wagon
At Railway Risk	₹3255/- per 8 wheeler wagon
4. Infringement Charges	₹4425/- per 8 wheeler wagon

Page 1 of 2



## Rates Circular No. 20 of 2019

F. Tuticorin Port Trust		
1. For shipping operation with Port loco		₹2560/- per 8 wheeler wagon
2. For shipping operation with Railway loco		₹1940/- per 8 wheeler wagon
3. For Private Party		₹2165/- per 8 wheeler wagon
4. For SPIC		₹1015/- per 8 wheeler wagon

The haulage charge for 4-wheeler wagon will be 0.40 times of the charges of the 8 wheeler wagon and will be rounded off to the next higher multiple of Rupees five.

The revised charges shall come into from 30.08.2019 and shall remain applicable till till further revision..

This issues with the concurrence of Finance Directorate in the Ministry of Railways.

(Mahender Singh)  
Deputy Director, Traffic Commercial(Rates)  
Railway Board

No. TCR/1055/95/1

New Delhi, dated:28.08.2019

Copy for information:-

1. PFA, All Indian Railways.
2. Dy. C&AG of India (Railways), New Delhi.

(Mahender Singh)  
for Financial Commissioner (Railways.)

No. TCR/1055/95/1

New Delhi, dated:28.08.2019

Copy forwarded for information and necessary action to:-

1. The Ministry of Shipping, RT&H, Ports Wing, Transport Bhawan, New Delhi, with a request to get the charges notified through Gazette, if required.
2. The General Managers, All Indian Railways.
3. Principal Chief Commercial Managers, All Indian Railways.
4. Principal Chief Operations Managers, All Indian Railways.
5. General Secretary, IRCA, New Delhi.
6. The Chief Administrative Officer, FOIS, Northern Railway, CRIS, Chanakya Puri, New Delhi-23.
7. Managing Director, Konkan Railway Corporation, Belapur Bhavan, Sector-11, CBD Belapur, New Mumbai-400614.
8. The Director General, National Academy of Indian Railways, Vadodara.
8. Director, Indian Railways Institute of Transport Management, Campus Hardoi Bye-pass Road, Village & Post office: Kanausi, Manaknagar, Lucknow- 226 011.
9. M/s Southern Petrochemical Industries Corporation Limited SPIC Centre, 97 Mount Road, Guindy, Chennai-600 032.

(Mahender Singh)  
Deputy Director, Traffic Commercial(Rates)  
Railway Board.

Copy to:- TC-I, TC (CR), TC (FM) and F(C) branches of Railway Board.

Page 2 of 2

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

To,  
The General Manager (M&S)  
Haldia Dock Complex  
SMP, Kolkata.

1. I/We, \_\_\_\_\_ (Name of Applicant/bidder) having examined the RFQ Document (No. AD/E/T/Land/Railway Siding/LPG/2020) and fully understood its content including the General Information & Instructions to Applicants/bidders, eligibility criteria etc, hereby submit the application against the RFQ for allotment of SMP, Kolkata land msg. about 1,42,034 sq. mtrs.(or 35.10 acres) at Haldia Dock Complex adjacent to HDC's General Marshalling Yard on "as is where is" basis for Planning, designing ,construction of rail wagon loading gantry for LPG at Haldia Dock Complex on Common User basis through tender-cum-auction.
2. a) In case of I/We become a successful bidder, I/We be allotted the concerned land(s) on payment of land rent on Upfront basis.  
Or  
b) In case of I/We become a successful bidder, I/We be allotted the concerned land(s) on payment of land rent on Advanced Annual Rent basis.

**[Applicants are to strike out/ delete the option which is not opted for by them at the time of uploading this Appendix]**

3. I/We accept all the terms & conditions of the RFQ Document [AD/E/T/Land/Railway Siding/LPG /2020]
4. I/We have deposited requisite Earnest Money and RFQ Document Cost for the said application/bid as per procedure mentioned in Schedule of Tender.
5. I/We submitted copies of the required documents as mentioned at **Annexure -V** of the RFQ Document.
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 RFQ Document issued by HDC / SMP.
  - 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 application/bid.
8. I / We understand that HDC / SMP reserves the right to accept or reject any application/bid and to annual the application/bedding process and reject all application/bid 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 HDC / SMP in the matter of examination, evaluation and selection of successful bidder and shall refrain from challenging or questioning any decision taken by HDC / SMP in this regard.
10. I/We declare that I/we, are not a Member/Associate of any other applicant/bidder applying for pre-qualification.

11. I/We, on behalf of my/our concern / company hereby declare that I/ any partner /any director of my/our concern / company or any associate is not associated with any other Applicant bidding for the instant RFQ.

.....  
**Signature of the applicant with office seal**

**Date :**

**Witness :-**

<b>Sl. No.</b>	<b>Name</b>	<b>Address</b>	<b>Signature</b>
<b>1.</b>			
<b>2.</b>			

**FORMAT FOR POWER OF ATTORNEY****(REGARDING AUTHORISING SIGNATORY OF THE APPLICANT/BIDDER)**

(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 applicant) to provide information and  
respond to enquiries etc. as may be required by the Haldia Dock Complex, Syama  
Prasad Mookerjee Port, Kolkata or any governmental authority in connection with Haldia  
Dock Complex, Syama Prasad Mookerjee Port, Kolkata's Tender No.  
AD/E/T/Land/Railway Siding/LPG/2020 and is hereby further authorized to sign and file  
relevant documents in respect of the above.

(Attested signature of Mr. \_\_\_\_\_)

For \_\_\_\_\_(Name of the Applicant)

For \_\_\_\_\_(Name of the Applicant)

[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, Syama Prasad Mookerjee Port, Kolkata (hereinafter referred to as "Port") has invited RFO for allotment of land msg about 143378 sq. mtrs.(or 35.43 acres) of Haldia Dock Complex adjacent to General Marshalling Yard, Haldia vide Tender No. AD/E/T/Land/ Railway Siding/LPG /2020 for setting up of rail wagon loading gantry for LPG at Haldia Dock Complex on common user basis.

Whereas the members of the Consortium are interested to participate in the said RFO / bid in accordance with the terms & conditions of the Tender No. AD/E/T/Land/ Railway Siding/LPG /2020.

And whereas it is necessary under RFO 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 RFO.

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 application/bid to Port, to follow up with Port and thereafter to do all acts, deeds and things on our behalf until culmination of the process of bidding and thereafter till the Lease Deed is entered into with the successful bidder.

In Witness hereof we have signed this deed on this the \_\_\_\_\_ day of \_\_\_\_\_.

1. For and on behalf of \_\_\_\_\_
2. For and on behalf of \_\_\_\_\_
3. For and on behalf of \_\_\_\_\_

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

### PROFILE OF THE APPLICANT

(To be filled up online)

1.	(a) Name of the Applicant  [Refer to item II (B) of General Information of the Applicants before filling up]	:	
	b(i) Address for communication.          b(ii) Address of local/branch office, if any.	:	
	(c) Reference of communication modes.  (I) Telephone    (ii) Fax    (iii) Email	:	
	(d) Date of Incorporation and commencement of business of applicant (in the case of a Consortium, of each member)  (e) PAN Number details (in the case of a Consortium, of each member)  (f) GST Registration details (in the case of a Consortium, of each member)  (g) Current IT Return (in the case of a Consortium, of each member)  (h) Professional Tax Challan (in the case of a Consortium, of each member)	:	

2.	Brief description of the Applicant, or in the case of a Consortium, of each member, including years of operations of the existing business, the extent it involves/ is dependent on port based activities, etc.	
3.	Details of the existing business of the Applicant or in the case of a Consortium, of each member and their proposed role in this project.	
4.	Past experience of the Applicant (of each member in case of Consortium) in implementing, operating & management of LPG Railway Siding.	
5.	<p>Net worth of Applicant at the end of the most recent financial year based on Audited Annual Accounts as per <b>Appendix-F</b> supported by a Chartered Accountant/ Certified Public Accountant for each member in case of a Consortium.</p> <p><b>Note 1:</b> Where the Applicant is a Consortium, the Net Worth would be taken as arithmetic sum of the respective Net Worth of individual members.</p> <p><b>Note 2:</b> Net Worth of bidders should not be less than Rs. 2,01,94,534/-]</p> <p><b>Note 3:</b> Net Worth = {[Proprietor's Capital (For proprietorship firms) / Partner's Capital (For Partnership firms)/ Paid up Capital(For Companies) + Free reserve] intangible Assets}.</p>	



Date : \_\_\_\_\_

-----

(Signature)

Place : \_\_\_\_\_

(Designation & Seal of Office)

Enclosures : \_\_\_\_\_Nos.

- Data should be provided separately for each Consortium member.

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

(To be filled up online)

1.	Project details in brief:  [A Project Report is to be submitted].	:	
----	---	---	--

2.	Project Cost	:	Rs. .... crores
3.	Source of financing the proposed project (Documentary evidences to be enclosed).	:	
4.	Schedule of implementation of proposed project		
5.	Likely Operational Methodology for operation of the proposed siding.		

6.	Measures to be adopted for complying with Statutory and environmental regulations.		
----	--	--	--

Date : \_\_\_\_\_

Place : \_\_\_\_\_

Enclosures : \_\_\_\_\_Nos.

-----

(Signature)

(Designation & Seal of Office)

**FORMAT FOR DEMONSTRATING NET WORTH**

(at the end of the most recent financial year)

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

This is to certify that Net Worth of M/s. ....

Address ..... , for the most recent financial year (i.e. ....) is Rs. .... calculated as per the formula given below :

Net Worth = {[Proprietor's Capital (For proprietorship firms) / Partner's Capital (For Partnership firms)/ Paid up Capital (For Companies) + Free reserve] intangible Assets}.

**Signature of Authorized signatory .....**

**Name : .....**

**Designation : .....**

**Date : .....**

**Seal**

**Certified by**

**Name of Certified Public Accountant /**

**Chartered Accountant Firm : .....**

**Registration No. & other details : .....**

**Name of the signatory : .....**

**Signature : .....**

**Date : .....**

**Variation in base quantity of MGT**

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

We wish to vary the base quantity of the first year of MGT as under:

<b>Year of MGT</b> (Commencing from start of 4 <sup>th</sup> . Year of lease)	<b>%age (percentage) of Base Quantity of MGT</b>
1 <sup>st</sup> year	X(Base quantity)**
2 <sup>nd</sup> year	---% of X
3 <sup>rd</sup> year	---% of X
And so on	

\*\*

**NO MGT QUANTITY IS TO BE MENTIONED HERE in the RFO stage.**

Only in the 2<sup>nd</sup> Stage [Bid Stage] (Price Bid/RFP), Applicants will be required to mention the base quantity of MGT.

Note: Applicants may add rows as required by them.

Date:\_\_\_\_\_

Place:\_\_\_\_\_

\_\_\_\_\_  
(Signature)

(Name and Signature of the applicant/bidder /Lead member in case of consortium)  
Seal of the office