

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**

**HALDIA DOCK COMPLEX**

**TENDER DOCUMENT**

**FOR**

**ALLOTMENT OF 01 PLOT OF SMP, KOLKATA LAND  
IN THE DOCK INTERIOR ZONE OF HALDIA DOCK COMPLEX,  
HALDIA, WEST BENGAL**

**FOR THE PURPOSE OF**

**INSTALLATION OF GROUND BASED  
TELECOMMUNICATION TOWER / COW**

**THROUGH TENDER-CUM-AUCTION**

**Tender No: Ad/E/1424/T/Land/100 SQM/T. Tower/2/2020**



## **DISCLAIMER**

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

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

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

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

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

HDC, SMP may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Notice Inviting Tender and Tender Document. The issue of this Notice Inviting Tender and Tender Document does not imply that HDC, SMP is bound to select a Tenderer or to appoint the Selected bidder, as the case

may be, for the project and HDC, SMP reserves the right to reject all or any of the Bids/Tenders without assigning any reasons whatsoever.

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

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

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

**NOTIC INVITING TENDER (NIT)**

E-Tender under two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reputed organizations / Industrial Houses for **“allotment of 01 plot of Syama Prasad Mookerjee Port (SMP), Kolkata land in the Dock Interior Zone of Haldia Dock Complex (HDC), Haldia on ‘as is where is’ basis, for the purpose of installation of Ground Based Telecommunication Tower/ Cell on Wheel (COW) through tender-cum-auction”**.

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

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

**SCHEDULE OF TENDER (SOT):**

a.	TENDER NO.	<b>Ad/E/1424/T/Land/100 SQM/T.Tower/2/2020</b>									
b.	MODE OF TENDER	e-tender System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender shall be accepted by Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port, Kolkata.									
c.	E-Tender No. (System Generated)	<b>MSTC/ERO/HALDIA DOCK COMPLEX/28/HALDIA/20-21/24415</b>									
d.	Date of NIT available to parties to download	<b>23/12/2020</b>									
e.	<b>Offline</b> Pre-Bid Meeting date & Time	<b>05/01/2021 at 11.30 hrs.</b>									
	Queries, if any, to be sent by :	<b>30/12/2020</b>									
f.	Site inspection date and time	<b>05/01/2021 at 10.30 hrs.</b>									
g.	i) Earnest Money Deposit	The intending bidders should submit Earnest Money as following to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected:									
		<table border="1"> <thead> <tr> <th>Plot No.</th><th>Area</th><th>Purpose of use</th><th>Earnest Money payable</th></tr> </thead> <tbody> <tr> <td><b>TT-3</b></td><td>100 sq. mtrs.</td><td>For installation of Ground Based Telecommunication Tower/ Cell on Wheel (COW).</td><td>Rs. 1,97,528/-</td></tr> </tbody> </table>	Plot No.	Area	Purpose of use	Earnest Money payable	<b>TT-3</b>	100 sq. mtrs.	For installation of Ground Based Telecommunication Tower/ Cell on Wheel (COW).	Rs. 1,97,528/-	
Plot No.	Area	Purpose of use	Earnest Money payable								
<b>TT-3</b>	100 sq. mtrs.	For installation of Ground Based Telecommunication Tower/ Cell on Wheel (COW).	Rs. 1,97,528/-								

		<p>The bidders are advised to deposit Earnest Money through ECS (RTGS/NEFT) in favour of “<b>Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex</b>” 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,</p> <p><b>b) Account No.:</b> 1604050000310,</p> <p><b>c) IFS Code:</b> UTBI0HDCF75.</p> <p><b>Concerned tenderers must ensure that the remitting bank positively enters their name and System Generated E - Tender no. in the ‘Sender to Receiver’ column at the time of making payment of earnest money by RTGS/NEFT.</b></p> <p><b><i>Tenderers should deposit Earnest Money before filling and submission of bids.</i></b></p> <p><b>Details of Earnest money remitted should be entered by the participating Tenderers in the space provided in the e-tender as indicated hereunder :</b></p> <p><b>a) Name of remitting Tenderer :</b></p> <p><b>b) E- Tender No. : MSTC/ERO/HALDIA DOCK COMPLEX/28/HALDIA/20-21/24415</b></p> <p><b>c) Amount remitted :</b></p> <p><b>d) Remittance Bank Details:</b></p> <p><b>e) U.T.R No. :</b></p> <p><b>f) Date:</b></p>
	ii) Bid Document fee	<p>The intending bidders should submit the Bid Document Fee of <b>Rs. 590/-</b> (Rupees Five hundred ninety only) (including GST@18%) (non-refundable), as per the payment mode as mentioned above alongwith their offer otherwise their offer will be summarily rejected.</p> <p><b>Tenderers should deposit Bid Document Fee before filling and submission of bids.</b></p> <p><b>Details of Bid Document Fee remitted should be entered by the participating Tenderers in the space provided in the e-tender as indicated hereunder :</b></p>

		<p><b>a) Name of remitting Tenderer :</b></p> <p><b>b) E- Tender No. :___MSTC/ERO/HALDIA DOCK COMPLEX/28/HALDIA/20-21/24415</b></p> <p><b>c) Amount remitted :</b></p> <p><b>d) Remittance Bank Details:</b></p> <p><b>e) U.T.R No. :</b></p> <p><b>f) Date:</b></p>
h.	Last date of submission of EMD & Bid Document fee at HDC.	<b>22/01/2021 upto 13.30 hrs.</b>
i.	Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/auctionhome/kopt/index.jsp/">http://www.mstcecommerce.com/auctionhome/kopt/index.jsp/</a>	<b>15/01/2021 from 11.00 hrs.</b>
j.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	<b>22/01/2021 at 14.30 hrs.</b>
k.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date of opening of Part II i.e. Price Bid shall be informed separately	<b>22/01/2021 after 16.00 hrs.</b>

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

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

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

1. **Process of E-tender:**

**A) Registration:**

(i) The process involves registration of bidders with MSTC e-tender portal which is free of cost. For this purpose, any willing bidder is required to apply online through the MSTC website [www.mstcecommerce.com/auctionhome/kopt/index.jsp](http://www.mstcecommerce.com/auctionhome/kopt/index.jsp) as per details given in this tender document.

(ii) Only after registration, the bidder(s) can submit his/their bids electronically. Electronic bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The bidder should possess at least Class II signing type digital certificate (Bids will not be recorded without Digital Signature).

(iii) Any willing bidder not yet in possession of at least Class II signing type digital certificate, would be required to obtain the same at their own cost and arrangement prior to participation in the instant tender.

(iv) Bidders are to make their own arrangement for bidding from a P.C. connected with Internet. Neither SMP nor MSTC shall be responsible for making such arrangement.

**SPECIAL NOTE: BOTH PRICE BID AND TECHNO-COMMERCIAL BID ARE TO BE SUBMITTED ON-LINE AT [www.mstcecommerce.com/auctionhome/kopt/index.jsp](http://www.mstcecommerce.com/auctionhome/kopt/index.jsp)**

1) Bidders are required to register themselves online with [www.mstcecommerce.com/auctionhome/kopt/index.jsp](http://www.mstcecommerce.com/auctionhome/kopt/index.jsp) → Registration → Register as Bidders' Filling in details and creating own user-id and password→ Submit.

2) Bidders will receive a system generated mail confirming their registration in their e-mail ID which will be provided during filling in the registration form. This email shall be forwarded to the contact persons of MSTC as mentioned below. Bidders are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem. In case of any clarification, bidders are advised to contact HDC/MSTC (before the scheduled time of the e-tender).

**Contact person (HDC):**

1. Mr. C. Chatterjee Sr.Dy. Manager(Admn) Haldia Dock Complex Ph. No. 03224 265490 Mb. No.94340 83699 E-mail: <a href="mailto:cchatterjee.hdc@kolkataporttrust.gov.in">cchatterjee.hdc@kolkataporttrust.gov.in</a>	2. Mr. P. Dey, Field Officer (Admn) Haldia Dock Complex Ph.No.03224 265291 Mb. No. 94340 31713 E-mail: <a href="mailto:pddey.hdc@kolkataporttrust.gov.in">pddey.hdc@kolkataporttrust.gov.in</a>	3. Ms. A. Mondal Asstt. Manager(Admn) Haldia Dock Complex Ph. No. 03224 265486 Mb. No. 94340 31231 E-mail: <a href="mailto:amondal.hdc@kolkataporttrust.gov.in">amondal.hdc@kolkataporttrust.gov.in</a>
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**Contact person (MSTC):**

1. Shri Sabyasachi Mukherjee Contact No.- 07278030407 E-mail- <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a>	2. Shri Kranthi Kumar Contact No. 9174009882 E-mail- <a href="mailto:kkkumar@mstcindia.co.in">kkkumar@mstcindia.co.in</a>	3. MSTC HO Central Help Desk: 03322901004, 03340645207, 03340609118, 03340645316, 03322895064
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	<p><b>B) System Requirement:</b></p> <p>i) Windows 7 and above Operating System 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 7 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 version – 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>(A) Part I Techno-Commercial Bid will be opened electronically on specified date and time as given in the Tender Notice. Bidder(s) cannot witness electronic opening of bid since the same is not a public event.</p> <p>(B) Part II Price Bid: All the Techno-Commercially qualified bidders shall have to participate in the e-auction for which date &amp; time will be intimated separately. Once the e-auction amongst the qualified tenderers is over, Price Bids of those bidders shall be opened electronically.</p> <p>All entries in the tender (<b>both Techno-commercial Bid and Price Bid</b>) should be entered online without any ambiguity.</p> <p>The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p><b>Note :</b></p> <p>(i) Any necessary notice/ addendum/ extension notice/ corrigendum to the tender would also be hoisted in the e-tendering portal of M.S.T.C under the "<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> <p>(iii) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
3.	<p><b>Remittance of Tender Fee &amp; EMD:</b> As per Clause g (i) and g(ii) in Schedule of Tender (above)</p>

4.	<b>Submission of on-line bid:</b> As per Appendix-E
4. 1	The bidder(s), who have submitted the above fees, can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> →KOPT →Lease of Property→ Login →Click for Auctions→ Stage I Bid Submission→ Live Auctions →Selection of the live event→ Techno Commercial and Price Bids.
4. 2	The bidder should allow to run Java Encryption Applet by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run, the bidder will not be able to save/submit their bid and will get the error messages.
4. 3	After filling in the Common Terms bidder should click 'save' for recording their Commercial bid. Then the link for Techno-Commercial Bid would be activated and the bidder should click on 'save' for recording their Techno-Commercial bid subsequently. Once the same is done, the Price Bid link becomes active and the same has to filled in and then bidder should click on "save" to record their price bid. Once both the Techno-Commercial bid & Price bid are saved, the bidder can click on the "Submit" button to register their bid.
4. 4	<b>Bidder's alertness / duty:</b>
4. 4. 1	There is no provision to take out the list of prospective bidders downloading the tender document from the website mentioned in NIT. Hence, it is not possible for HDC to intimate each of them individually at every intermediate stage. As such, all prospective bidders are requested to see the website once again before the due date of tender opening to ensure that they have not missed any extension or any other notice/ corrigendum/ addendum/ clarifications, if any, uploaded against the said tender, after downloading the tender document. The responsibility of downloading the subsequent item, if any, will be the sole responsibility of the prospective bidders.
4. 4. 2	All correspondence to the bidder(s) after participation in the tender shall be sent by e-mail only during the process till finalization of tender by HDC. Hence, the bidders are required to ensure that their e-mail ID provided is valid and updated at the stage of their registration with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
4. 5	<b>Uploading of documents:</b> Bidders are advised to use 'Attach Docs' link in the bidding floor to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for uploading is 4 MB. For further assistance, instructions of Vendor Guide are to be followed.
4. 6	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his automatic acceptance of all the terms & conditions for the tender including those contained in the extension or any other notice/ corrigendum/ addendum/ clarifications, if any.
4. 7	<b>Price Bid submission:</b> As per Appendix-E
5.	<b>E-auction:</b> At the stage of e-auction amongst the techno-commercially qualified bidders, the bidders shall only quote the bid value.
6.	<b>Price bid opening:</b>
	All the Techno-Commercially qualified bidders shall have to participate in the e-auction for which date & time will be intimated separately. Thereafter, Price Bid will be opened electronically.
<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 tender fee, is allowed upto the closing time of the tender.
(b) After the closing time of event has passed, no bid will be accepted by the system. Hence, bidders are advised to make final submission of their bids well within time.
(c) In all cases, bidders should use their own ID and Password alongwith Digital Signature at the time of submission of their bid.
(d) During the entire e-tender-cum-e-auction process, the bidders will remain completely anonymous to one another and also to everybody else.
(e) The e-tender floor shall remain open from the pre-announced date & time and for such duration as mentioned above.
(f) All electronic bids submitted during the e-tender process shall be legally binding on the bidder.
(g) SMP reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, as the case may be, without assigning any reason thereof.

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

Plot No:	Area (in sq mts)	Location	Purpose of use	Reserve rate of Upfront Rent per 100 sqm. (excluding applicable GST)	Earnest Money	Period of Licence
i	ii	iii	iv	v	vi	vii
<b>TT-3</b>	100 sq. mts.	Behind Berth No. 4B, in the Dock Interior Zone of HDC.	For installation of Ground Based Telecommunication Tower/Cell on Wheel (COW)	<b>Rs. 18,38,313/-</b>	Rs.1,97,528/-	05 years without any option of automatic renewal

**Note:**

- i. Successful tenderer shall have to make payment towards land rent on Upfront basis as per the rates quoted by the tenderers and accepted by SMP.
  - ii. Upfront rent will be calculated based on the rates quoted by the successful tenderers for the plot of land and accepted by SMP, Kolkata, discounting prevailing G-Sec rate at the time of publication of tender and escalation of annual rent 2% per annum.
- 1.2
- (i) Sketch Plans showing the concerned plot of land (in Red) are given at **Annexure-III**.
  - (ii) The lands will be allotted on 'as is where is' basis.
  - (iii) No sub-lease / subletting or parting with possession of the licenced land will be allowed. Only use and occupation of the land will be allowed.
  - (iv) The licensee shall have to utilize the land for the purpose as mentioned at column iv of item 1.1 above within one month from the date of commencement of licence (i.e. date of handing over possession of land).
- 1.3 **Regarding Reserved Rate of Upfront Rent per 100 sq. mtr. mentioned at column – (v) of table under item no 1.1., following may be noted :**
- (i) The tenderers are to quote rates over and above the reserved rate mentioned at column (v) of table under item 1.1 above, in their price bid.
  - (ii) The techno commercially qualified tenderers are also required to participate in the e-auction on the scheduled date & time.
  - (iii) In case any of the techno commercially qualified bidders do not participate in the e-auction, their quoted rate in the price bid will be considered for the purpose of evaluation.

**2. Eligibility Criteria of the Tenderer :**

- 2.1 Reputed Organization / Industrial Houses having experience in the field of Telecommunication are eligible to participate in the tender.

- 2.2 The purchaser of the Tender Document must be the tenderer itself.
- 2.3 The tenderer shall submit a Power of Attorney as per format given at **Appendix-B**, authorizing the signatory of the tenderer to commit the tender.

### **3. GENERAL INSTRUCTIONS TO THE TENDERER :**

#### **3.1 Preparation and Submission Procedure of Tender :**

- a) The tender must be submitted in the name of purchaser of the tender document itself.
- b) **Language:** The tender and all related correspondence and documents shall be written in English Language. Supporting materials, which are not translated in English and duly certified, may not be considered.
- c) **PART –I: Techno-commercial Bid** contain the following:-

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

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

- (i) The tenderer shall have to quote the amount (in figure) which they intend to pay in addition to the reserved rate of upfront rent (per 100 sq. mtrs. basis) for the land, as given under column (v) of table under Item 1.1, in the format of Price Bid (**Appendix-E**). The amount to be quoted by the tenderer over the reserved rate of upfront rent per 100 sq. mtrs. will be added with the reserved rate of upfront rent (per 100 sq. mtrs.) for the purpose of calculation of total upfront rent payable by the successful bidder for land concerned. If the tenderer does not quote any amount in the prescribed format of Price-Bid, Earnest Money deposited by them shall be liable for forfeiture.
- (ii) The price bids of the techno commercially qualified tenderers shall be opened after completion of the e-auction process.
- d) Mere submission of Tender Documents will not mean that a particular tender will be automatically considered qualified. Such qualification will be examined at the time of evaluation of bids.
- e) The substitution or withdrawal of offer may be done as per provision mentioned at **Annexure – I** before due date and time for submission of the offer. In such case, only the substituted offer would be considered & the offer earlier submitted would not be considered.
- f) The tenderer must submit an undertaking with their Techno-commercial offer that in case of being successful tenderer they should submit valid Trade Licence before commencement of project.

#### **3.2. Inspection of site:**

An inspection of the site will be arranged at **10.30 hrs.** on **05.01.2021** if required, before the Pre-Bid Meeting. Interested tenderers may participate in the site inspection, if they so desire.

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

### 3.3. **Pre-Bid Meeting:**

- (a) A pre-bid meeting will be held at the office of Sr. Dy. Manager (Administration) at Jawahar Tower Complex, Haldia Township on **05.01.2021 at 11.30 hrs.** Attending the Pre- Bid Meeting is not mandatory.
- (b) The intending tenderers are advised to send their queries vide email to [cchatterjee.hdc@kolkataporttrust.gov.in](mailto:cchatterjee.hdc@kolkataporttrust.gov.in), [pdey.hdc@kolkataporttrust.gov.in](mailto:pdey.hdc@kolkataporttrust.gov.in), [amondal.hdc@kolkataporttrust.gov.in](mailto:amondal.hdc@kolkataporttrust.gov.in) by **30.12.2020** as per format specified below for discussion during the Pre-Bid Conference –

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

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)).

### 3.4. **Tender Document Fee:**

Tender Document has been hosted in the web sites of Syama Prasad Mookerjee Port, Kolkata, [www.smpportkolkata.gov.in](http://www.smpportkolkata.gov.in), <https://eprocure.gov.in> and MSTC ([www.mstcecommerce.com](http://www.mstcecommerce.com)). Interested tenderers may download the tender document from the said web sites. For participation in the tender MSTC website may only be used. The intending bidder should submit the bid document fee amounting to **Rs. 590/-** (including GST@18%) (non-refundable) alongwith their offer otherwise their offer will be summarily rejected. The procedure for submission of tender cost may be followed as detailed in clause – g (ii) of SCHEDULE OF TENDER.

### 3.5. **Earnest Money :**

- i) The Earnest Money as mentioned in the column vi in table under item 1.1 above against the land for which the tenderer is intend to submit their offer, shall be submitted alongwith their offer otherwise their offer will be summarily rejected.
- ii) The procedure for submission of tender cost may be followed as detailed in clause – g (i) of SCHEDULE OF TENDER.
- iii) The amount of Earnest Money will be refunded to the unsuccessful tenderers without interest after the selection of successful tenderer. For the successful tenderer, Earnest Money will be refunded after grant of licence on compliance of required formalities.
- iv) Mere submission of offer will not mean that the offer will be automatically considered qualified and bid will be entertained.

### 3.6. **Forfeiture of Earnest Money:**

- i) The Earnest Money shall be forfeited if the tenderer withdraws its offer during the interval between the last date and time of submission of the offer i.e. **1430 hrs. on 22.01.2021** or any extension thereof and expiration of the validity period of the offer including extension thereof. In this connection, clause 3.8 may also be seen.
- ii) The successful tenderer shall have to accept the terms & conditions of the offer of licence and remit requisite Upfront Rent, Security Deposit, Advance Nominal Rent for 1<sup>st</sup> year etc within a

period as will be specified in the offer letter failing which the offer shall stand cancelled and the Earnest Money deposited by the tenderer shall stand forfeited.

- iii) If the tenderer does not quote any amount or any negative value in the prescribed format of Price-Bid, Earnest Money deposited by them shall be liable for forfeiture.

### **3.7. Due date and Time for Submission and Opening of offer :**

(i) The tender should be submitted to Sr. Dy. Manager (Administration), Haldia Dock Complex, Jawahar Tower Complex, P.O. Haldia Township, Dist. Purba Medinipur, Pin. 721607, through MSTC Ltd. ([www.mstcecommerce.com](http://www.mstcecommerce.com)), not later than **1430 hrs.** on **22.01.2021** 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 Part – I : 'Techno-Commercial Bid' of the tender shall be opened electronically after **1600 hrs.** on **22.01.2021** Bidders or his authorized representative may witness the said electronic opening of Bid.

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

### **3.8. Substitution, Withdrawal of Tender:**

The tenderer may substitute or withdraw its offer after submission, before the Due Date and time of submission of offer i.e. **1430 hrs.** on **22.01.2021** or any extension thereof **as per provision given at Annexure - I**. No offer shall be substituted or withdrawn by the tenderer after the Due Date and time of submission of offer or any extension thereof.

### **3.9. Amendment of Tender Document :**

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

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

### **3.10. Validity of Offer:**

The offer shall remain valid for acceptance for a period of 120 days from the date of opening of Techno Commercial Part of the tender.

### **3.11. Extension of validity of offer:**

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

### **3.12. Acceptance to Port's offer of allotment:**

After finalization of the tender through tender-cum-auction, the offer of allotment of land will be made to the concerned successful tenderer. The successful tenderer shall thenceforth be

required to again formally accept the terms & conditions of the offer of licence and remit requisite Upfront Rent, Security Deposit, Advance Nominal Rent for 1<sup>st</sup> year (in case of payment of land rent on upfront basis), **within a period of 02 (two) months from the date of issuance of offer letter, failing which the successful tenderer shall be liable to pay interest @ 12% on the amount of Upfront Rent upto the date of payment.** If however, the successful bidder fails to comply with formalities as specified in the offer letter even within the extended period of validity of offer, if any, the offer may be cancelled and the Earnest Money deposited by the tenderer shall stand forfeited.

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

### **3.13. Force Majeure :**

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

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

## **4. EVALUATION CRITERIA :**

### **4.1. Tests of Responsiveness:**

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

- i) Is submitted within the due date including extension period, if any.
- ii) Is signed, sealed and marked as stipulated in the tender document.
- iii) Is accompanied by the required Power of Attorney(s).
- iv) Contains all the information as requested in the tender document.
- v) Contains information in Formats as specified in this tender document.
- vi) Does not show inconsistencies between the offer and the supporting documents.
- vii) Proposes no change in the offer as compared to the terms & conditions of the allotment as detailed in this tender document.

### **b) Clarifications:**

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

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

### **c) Confidentiality:**



Information required by SMP from the tenderer(s) for the purpose of examination, evaluation etc. will be kept in confidence by 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.

#### 4.2. **Evaluation for Techno-Commercial Bid:**

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

- i) **Profile/ Experience of the Tenderer** as per Appendix-D.
- ii) **Financial Capability of the tenderer:**

For techno commercial qualification, the Minimum Net Worth of a tenderer at the end of most recent Financial year shall not be less than **Rs.3,95,056/-**.

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

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

The tenderer shall submit Audited Balance Sheet and Profit & Loss Account for the last three (3) financial years. If due date (Scheduled opening date of tender) is falling within three months (April to June) of the closing of the latest Financial year , the latest financial year may be ignored and net worth previous financial year may be submitted.

#### 4.3. **Evaluation of Financial Bid:**

- (i) SMP will call all the techno-commercially qualified tenderers to participate in the auction first on the schedule date and time.
- (ii) After auction, the Price Bids of the techno-commercially qualified tenderers only will be opened.
- (iii) The overall bid amount per 100 sq. mtrs. of each of the techno commercially qualified tenderer in respect of the plot of land will be assessed as the sum of the following two amounts separately for the rates received through tender as well as for auction:-

Overall bid amount as per price bid (OBP) = R + amount quoted in the price bid (per 100 sq. mtrs.)

Overall bid amount as per auction (OBA) = R + amount quoted in the auction (per 100 sq. mtrs.)

R = Corresponding Reserved rate of upfront rent as defined in column-(v) of the table at item-1.1.

The OBP and OBA of all the techno commercially qualified tenderers will be taken into consideration for selection of the successful tenderer (H1 bidder). The techno commercially qualified bidder whose quoted OBP / OBA will be the highest amongst all the OBPs and OBAs will be declared as successful tenderer.

- (iv) In case there is only one techno commercially qualified tenderer, the bid will be evaluated on the basis of the quoted rate in the tender only subject to the same being over and above the reserved rate of upfront rent (per 100 sq. mtrs. per month). In such cases, no auction will be conducted.

## 5. Terms & Conditions of Licence :

- 5.1 **Period of Licence :** 05 ( Five ) years [ from the date of taking over possession of the land concerned on compliance with the required formalities ] without any option for automatic renewal.
- 5.2 **Purpose of use:** For installation of Ground Based Telecommunication Tower/ Cell on Wheel (COW)
- 5.3 **Amount payable to the port :**
- 5.3.1 The successful tenderer shall be required to pay license fees at the rate of Licence Fees accepted by SMP, Kolkata through tender- cum- auction, applicable Security Deposit along with GST and Advance Annual Nominal Licence Fees for the first year as mentioned below-
- i) **Upfront licence fees:** to be calculated for the entire period of licence of 5 years based on the Rate of Licence Fees accepted by SMP, Kolkata through tender- cum- auction with annual escalation of 2% and discount factor (longest of G-sec rate as per RBI Bulletin prevailing as on the date of invitation of tender) along with GST etc.
- ii) **Security Deposit:** Security Deposit equivalent to 2 years rentals @ Re.1/- per sq. mtr. per year plus Administrative Deposit @15% for the land concerned, prior to handing over possession of concerned land. The Security Deposit is refundable without interest after completion of licence period subject to adjustment of dues /damages.
- iii) **Advance Annual Nominal Licence Fee for the 1<sup>st</sup> 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.
- 5.3.2 For subsequent years, the claim of Annual Nominal Licence fee bills will be made in advance. The advance Annual Nominal Licence fees payable, whether demanded or not shall be paid by the successful tenderer within 15 days from the date of beginning of each year. The other dues, as applicable, shall be paid by successful tenderer within 15 days from the date of payment notice.
- 5.3.3 In case of default in payment of advance annual nominal license fees and other dues within one month from the due date of payment specified above, interest @ 12% per annum plus taxes (if applicable) shall be charged on the outstanding dues from the due date of payment.
- 5.3.4 One Time Upfront licence fee actually payable will be charged on the area of land actually allotted after joint demarcation. The amount of Upfront licence fee and Security Deposit may vary depending on the actual area of land allotted and the successful tenderer shall be liable to make additional payment in this respect, if required.
- 5.3.5 The successful tenderer will also have to communicate acceptance to the terms and conditions of the licence prior to taking over possession of the land.
- 5.4 The terms and conditions of issue of license and salient conditions of allotment of the land as enumerated below are to be read in conjunction with the GENERAL INFORMATION & INSTRUCTIONS TO THE TENDERERS and other terms and conditions as may be imposed by the competent authority while granting the license.
- 5.4.1 Allotment of the land will be made in favour of successful tenderer on licence for a period of 5 years on "as is where is" basis for the purpose as specified under column iv of item 1.1. Only use and occupation of the licensed land will be permitted.
- 5.4.2 **Utilisation of land :** The licensee shall have to utilize the land concerned for the purpose for which it has been allotted, otherwise the license shall be liable for termination.

- 5.4.3 **Termination of licence:** The licence is terminable on 7 days' notice on either side. No claim for any compensation whatsoever for such revocation of the licence will be entertained. The licensee shall not be entitled to exercise such option prior to expiry of 12 months from the date of taking over the land concerned on observance of the required formalities from SMP, Kolkata. However, if the licensee exercises such option prior to expiry of 12 months, his Security Deposit will be forfeited and no refund of amount paid will be entertained.
- 5.4.4 **Municipal Tax etc.:** The licensee shall have to pay municipal taxes etc. as applicable. The licensee shall also be required to pay and discharge all present and future rates, GST, cesses, duties, charges, assessments, outgoings and rent in respect of policy of insurance against any risk whatsoever which are now or may at any time hereafter be assessed, charged or imposed upon or payable to the Trustees or any Government, Municipal and Public Authority in respect of the demised land and/or building or structures erected by the lessee thereon or owners or occupiers in respect thereof.
- 5.4.5 Electricity and water to the land concerned shall have to be arranged by the licensee at their own cost and arrangement from the respective competent authorities. However, they shall have to obtain way leave permission, in advance, on payment of requisite charges from SMP, Kolkata for laying electric lines, pipelines for supply of water, etc. to be laid on SMP, Kolkata land for the above purpose.
- 5.4.6 The licensee shall follow all safety norms as specified by the competent authority/authorities. They shall have to obtain all statutory clearances as may be required under the law, including environmental clearance, if necessary, at their own cost and arrangement. The licensee will also take all anti-pollution and environment friendly measures in consultation with West Bengal Pollution Control Board and other statutory organizations. The licensee shall be solely responsible for any pollution and environmental degradation arising out of their activities.
- 5.4.7 The licensee shall allow entry of authorized SMP, Kolkata personnel for inspection during the period of license, as and when required.
- 5.4.8 The licensee shall not transfer, assign, sublet or share use of the allotted land or any part thereof with anybody or with any organization.
- 5.4.9 SMP, Kolkata /HDC may consider renewal of licence/grant of fresh licence for a further term after expiry of the concerned licence, through tender-cum-auction with first right of refusal to the existing licensee if the concerned plot land is not required by the SMP, Kolkata /HDC for its own use, provided the said licensee does not have any breach of terms and conditions of licence and applies for renewal of licence for a further term at least 6 (six) months prior to expiry of the concerned licence.
- 5.4.10 No structure of permanent nature shall be allowed to be constructed on the licensed premises. No pucca roofed structure will also be allowed to be constructed on the concerned plot of land. However, the licensee may be permitted to construct temporary structure conforming to the purpose of use on the land concerned at their own cost and arrangement with prior written permission from the SMP, Kolkata /HDC and for which the licensee will be required to submit necessary plans in quadruplicate. The licensee will not undertake any construction without permission from SMP, Kolkata /HDC.

The licensee shall be required to remove the structure etc. that may be erected by them on the aforesaid land, at their own cost and arrangement and put the land into its original condition before vacating the land or revocation of the licence in terms of Clause 5.7 above.

- 5.4.11 **Compensation :** After the expiry / termination/determination of licence and despite receiving the notice thereof, or forfeiture of licence on account of change of user, assignment etc. if the licensee continues to occupy it unauthorisedly, the licensee shall be liable to pay compensation for wrongful use and occupation of the same at three (3) times the annual 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.

- 5.4.12 **Statutory Clearances** : The Licensee shall be responsible for obtaining no objection certificate / licence / registration / approval / sanction / clearance from the appropriate authority as may be required under Environmental (Protection) Act, 1986 & other statutory provision / rules and the lessor shall not in any way be liable for the default of the lessee on this account.
- 5.4.13 The licensee shall have to take necessary environmental protection measures for which required provision would have to be made by the licensee. The licensee shall comply with all statutory regulations regarding environment and other issues in connection with the purpose for which the land is demised.
- 5.4.14 Without prejudice to other appropriate action being taken, charges will be recovered for encroachment of SMP, Kolkata's land as per prevailing Schedule of Rent of SMP, Kolkata's Land and Buildings at Haldia.
- 5.4.15 Other terms and conditions of SMP, Kolkata's Land Policy Guidelines and Schedule of Rent of SMP, Kolkata's Land and Buildings at Haldia shall also be applicable.
- 5.5 **Dock Permit:**
- Dock Permit shall be issued if so required on chargeable basis for men, vehicles, tools, tackles etc as per procedures and rates, as applicable from time to time, required in connection with erection/ commissioning of the Telecommunication Tower/COW within dock or in connection with operation and maintenance of the installed system during pendency of the licence.
- 5.6 The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of High Court at Calcutta.
-

**BERTH -7**

FINGER JETTY

**BERTH -6**

DOCK BASIN

BERTH -4A

BERTH-4B

BERTH -5

CONC. ROAD

CARGO STORAGE AREA

T.T.

CARGO STORAGE AREA

CARGO STORAGE AREA

HDC RLY LINE

SERVICE CORRIDOR

ROAD

ROAD

ROAD

ROAD

ROAD

TIPPLER ROAD

PLOT NO : TT-3

WEIGH BRIDGES

<b>SYAMA PRASAD MOOKERJEE PORT , KOLKATA</b>	
<b>HALDIA DOCK COMPLEX</b>	
TITLE NAME :-	SKETCH PLAN SHOWING THE LAND MSG. 100 SQM PROPOSED FOR TELECOMMUNICATION TOWER AT HALDIA DOCK COMPLEX. (AREA SHOWN IN RED )
SURVEYED BY:-	SCALE: 1 = N.T.S
DRAWN BY:-	
CHECKED BY:-	
DRG. No : - AD/ E / D-5/ 17	DATED : - 08.10.2020
REV. - 0	

**DOCUMENTS TO BE UPLOADED****(Documents to be filled up, signed with seal, scanned, uploaded and attached)**

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

- i) Declaration by the Tenderer/Bidder : **Appendix - A** of tender document**
- ii) Power of Attorney: **Appendix - B** of tender document**
- iii) Profile of the tenderer : **Appendix – C****
- iv) Certificate regarding Net Worth: **Appendix- D****
- v) Required certificates & documents as indicated below [duly signed and sealed].**
  - (a) GST registration certificate.
  - (b) PAN .
  - (c) Partnership Deed in case the tenderer is a Partnership Firm.
  - (d) Certificate of Incorporation, Memorandum & Article of Association in case the tenderer is a Company.
  - (e) Audited Balance Sheet and Profit & Loss Account for the last three financial years with Audit Report.  
  
The tenderer shall submit Audited Balance Sheet and Profit & Loss Account for the last three (3) financial years. If due date (Scheduled opening date of tender) is falling within three months (April to June) of the closing of the latest Financial year , the latest financial year may be ignored and net worth previous to the latest financial year may be submitted.
  - (f) Net worth of tenderer at the end of the most recent financial year based on Audited Annual Accounts as per **Appendix-D** supported by a **Chartered Accountant/ Certified Public Accountant**.
  - (g) Current IT Return.
  - (h) Valid Professional Tax Challan.
  - (i) Other documents, which the tenderer wants to submit (duly signed).
  - (j) An undertaking with the Techno-commercial offer that in case of being successful tenderer, they should submit valid Trade Licence before commencement of project.
  - (k) Tender Document , corrigendum and addendum (if any) duly signed and sealed.

**Part – I: Techno –Commercial Bid****DECLARATION BY THE TENDERER/BIDDER****(To be filled up, signed with seal, scanned, uploaded and attached)**

1. I/We, \_\_\_\_\_ (Name of tenderer/bidder) having examined the Tender Document (No. Ad/E/1424/T/Land/100 SQM/T.Tower/2/2020) and fully understood its content including the General Information & Instructions to Tenderers and evaluation criteria, hereby submit the tender for allotment of SMP land measuring about 100 sq. mtrs. in the Dock Interior Zone of HDC on “as is where is” basis through tender-cum-auction.
2. I/We accept all the terms & conditions of the Tender Document [Ad/E/1424/T/Land/100 SQM/T.Tower/2/2020]
3. I/We have deposited requisite Earnest Money and Tender Document Cost for the said tender as per procedure mentioned in Schedule of Tender.
4. I/We submitted copies of the required documents as mentioned at **Annexure – IV** of the Tender Document.
5. I/We have not quoted amount of additional rate of Upfront rate of Rent as zero or negative value in Price Bid (**Appendix-E**).
6. I/We have not been debarred by the Central / any State Government or Quasi-Government Agency or PSU in India.
7. I / We declare that:-
  - a. I / We have examined and have no reservations to the Tender Document issued by SMP thereon.
  - b. I / We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.
8. I/We declare that I/we, are not a Member/associate of any other tenderer applying for pre-qualification.
9. 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 tenderer bidding for the instant tender.
10. I / We understand that SMP reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at anytime without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
11. I / We hereby undertake that we will abide by the decision of SMP in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by SMP in this regard.

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

Date :

**Witness :-**

Sl. No.	Name	Address	Signature
1.			
2.			

**Part – I : Techno-Commercial Bid**

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

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

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

**Dated :**

**POWER OF ATTORNEY**

**To whomsoever it may concern**

Mr. \_\_\_\_\_(Name of the Person(s), domiciled at  
\_\_\_\_\_ (Address), acting as \_\_\_\_\_ (Designation and name  
of the firm), and whose signature is attested below, is hereby authorized on behalf of  
\_\_\_\_\_ (Name of the tenderer) to provide information and respond to  
enquiries etc. as may be required by the Haldia Dock Complex, 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/1424/T/Land/100 SQM/T.Tower/2/2020 and is hereby  
further authorized to sign and file relevant documents in respect of the above.

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

\_\_\_\_\_ (Name and Signature of the Tenderer)

Seal of the office



**Part – I : Techno-Commercial Bid****PROFILE OF THE TENDERER****(To be filled up, signed with seal, scanned, uploaded and attached)**

1.	(a) Name of the tenderer  <u>[Refer to item 2.2 of Annexure-II of the Tender before filling up]</u>	:	
	b(i) Address for communication.  b(ii) Address of local/branch office, if any.	:	
	(c) Reference nos./ids of communication : modes.  (I) Telephone  (ii) Fax  (iii) Email	:	
	(d) Date of Incorporation and commencement of business of tenderer.  (e) PAN Number details.  (f) GST Registration details.	:	

	(g) Current IT Return.  (h) Professional Tax Challan.		
2.	Brief description of the Tenderer : including years of operations of the existing business.		
3.	Details of the existing business of the tenderer.		
4.	Past experience, if any, of the tenderer. :		
5.	Net worth of tenderer at the end of the : most recent financial year as per <b>Appendix- D</b> based on Audited Annual Accounts supported by a <b>Chartered Accountant/ Certified Public Accountant</b> [Ref.4.2(ii)].		

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

-----

(Signature)

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

(Designation & Seal of Office)

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

\* Net Worth = (Subscribed and paid up equity + Reserve)- (Revaluation Reserves + Miscellaneous Expenditure not written off + depreciation not provided for)

**FORMAT FOR DEMONSTRATING NET WORTH**  
**(at the end of the most recent financial year)**

**[Reference Clause no: 4.2 (ii)]**

**(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 = (Subscribed and paid up equity + Reserve) - (Revaluation Reserves + Miscellaneous Expenditure not written off + depreciation not provided for)

**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 .....**

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

## 1. Rate of Upfront Rent quoted by the Tenderer

Plot No.	Description of land	Additional rate of upfront rent per 100 sq. mtrs. to be quoted over and above Reserve Rate of Upfront Rent per 100 sq. mtrs. (in Rs.)
i	ii	iii
TT-3	Land msg. about 100 sq. mtrs. behind Berth No. 4B, in the Dock Interior Zone of HDC.	<b>SAMPLE :</b>
		<i>No rates to be quoted here. Only online quotes admissible.</i>

**Note :**

- 1) The tenderer shall have to quote the amount (in figure) which they intend to pay in addition to the reserve rate of Upfront Rent (Rs.18,38,313/- per 100 sq. mtrs. ) as given in column (v) of table under item 1.1.
- 2) The quoted rate shall exclude GST.
- 3) 'Price Bid' shall contain rates of Upfront Rent per 100 sq. mtrs. only and no conditions whatsoever. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection.
- 4) Earnest Money of the bidders will be forfeited and the bidders will not qualify if the tenderer does not quote any amount or any negative value in the prescribed format of price bid.