Notice Inviting Tender

N. I. T. No. SMP/KDS/LND/76-2020 dated 23.12.2020

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

GENERAL ADMINISTRATION DEPARTMENT

ESTATE DIVISION

15, Strand Road,
Kolkata 700 001

Website: www.smportkolkata.shipping.gov.in

email address: estate.tender@kolkataporttrust.gov.in

E-Tender under two-part system (Part I: Techno-Commercial Bid and Part II: Price Bid) f*or* "**Allotment of land at Ramkristopur, at Howrah,with First Right of Refusal for Plot No. B4** as detailed in Annexure I in this tender document, on long term lease of 30 years, *on 'as is where is' basis,* without renewal option, against payment of annual rent or upfront, to willing bidders through e-tender-cum e-auction" is invited.

Tender Document and extension or any other notice/ corrigendum/ addendum/ clarifications, if any, are being hoisted in the websites of Syama Prasad Mookerjee Port, Kolkata (www.smportkolkata.shipping.gov.in), CPP Portal (https://eprocure.gov.in/epublish/app) and MSTC (www.mstcecommerce.com). However, Bid Document and extension or any other notice/ corrigendum/ addendum/ clarifications, if any, may be downloaded from MSTC website only. Bidders are advised to visit the websites regularly. In other words, the MSTC website shall have to be accessed for the sake of submission of bid, while SMP, Kolkata website & CPP Portal is only for the purpose of viewing/ intimation of the prospective bidders.

SCHEDULE OF TENDER (SOT):

a.	E-Tender No. (System Generated)	MSTC/ERO/KOLKATA PORT TRUST/104/KOLKATA/20-21/24262
b.	MODE OF TENDER	e-tender System by Online Part I - Techno-Commercial Bid and Online Part II - Price Bid through **www.mstcecommerce.com/auctionhome/kopt/index.jsp** of MSTC Ltd. The intending bidders are required to submit their offers electronically as per following schedules through e-tendering portal. No tender shall be accepted by the office of SMP, Kolkata if submitted by hard copy, except some specified documents (as mentioned hereunder in this tender document). Hard copies of the documents as specified shall have to be submitted to the tender box kept at the Jetty office of Estate Division, Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata) at 6 Fairlie Place, Kolkata 700001.
c.	NIT available for parties to view	**From 23.12.2020 to 28.01.2021**
d.	Last date for submission of query by e-mail and request for site inspection	**Till 5 P.M. on 05.01.2021**
e.	Pre-bid meeting through Zoom Conference	**07.01.2021** Bidders intending to participate in Pre-Bid Zoom Meeting are requested to send their queries and mobile number to the e-mail id

		estate.tender@kolkataporttrust.gov.in so that the link to the Zoom meeting could be sent to the said mobile number and reply to the query can be given in the Zoom meeting.
f.	Last date and time of remittance of Tender Fee & Earnest Money Deposit by e-payment mode	**Till 5 P.M. on 27.01.2021**
g.	Last date and time of submission of online Techno-Commercial Bid and price Bid me/kopt/index.jsp	**Till 5 P.M. on 28.01.2021**
h.	Last date and time of submission of hard copies of the listed papers into the specified box kept at the Jetty office of Estate Division, Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata) at 6 Fairlie Place, Kolkata 700001	**Till 5 P.M. on 28.01.2021**

Note:

1. Date & time of uploading the Addendum, if any, will be notified after Pre-bid meeting.
2. Opening of on-line bid (Techno-commercial Bid & Price Bid) is not a public event and hence, presence of bidders is not required for such event.
3. Date & time of e-auction shall be informed by e-mail from SMP, Kolkata /MSTC at appropriate time to only the techno-commercially qualified bidders.

Estate Manager (R&D)
ESTATE DIVISION
GENERAL ADMINISTRATION DEPARTMENT
Syama Prasad Mookerjee Port, Kolkata
15, Strand Road, Kolkata - 700 001
email address:
(estate.tender@kolkataporttrust.gov.in)

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ANNEXURE –I

PLOT DETAILS OF – B 4

N. I. T. No. SMP/KDS/LND/76**-2020 dated** 23.12.2020

Plot No.	Name / Location of Plot	Area to be Leased Out (Approx. in Sqm.)	Reserve Annual Rent (in Rs.) (taxes extra)	List of permitted purposes of lease (Bidders to offer purpose from this list)	Valuation of Structure as per valuation Report in Rs (taxes extra)	Value of Structures to be paid by the Successful Bidder to	EMD (in Rs.)
B4	Land at Ramkristopur, Howrah FRR- M/s ABC Construction	235.788	96850/-	Mercantile Building, Assembly Building, Storage Building, Business Building	4,84,050/-	SMP, Kolkata	9,685/-

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Part – I: Techno-Commercial Bid
N. I. T. No. SMP/KDS/LND/76-2020 dated 23.12.2020

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.

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 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, Kolkata 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

1) Bidders are required to register themselves online with www.mstcecommerce.com→ Port Lease Property→ KOPT →Registration →Register as Bidders' Filling in details and creating own user-id and password→ Submit.

Bidders who are already registered with MSTC for e-tender of SMP, Kolkata for less than one year need not to register afresh. However, for bidders having registration which are more than one year old have to request for re-activation of their old registration by forwarding the registration email along with a copy of PAN card to MSTC.

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. 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 SMP, Kolkata /MSTC (before the scheduled time of the e-tender).

Contact person (SMP, Kolkata):

1. Name: Smt.P.Ghosh Majumdar Estate Division, SMP, Kolkata. 6 Fairlie Warehouse, Strand Road- 700001 Contact No.033-71012455 E-mail id: estate.tender@kolkataporttrust.gov.in	2. Name: Sri S. Dasgupta Estate Division, SMP, Kolkata. 6 Fairlie Warehouse, Strand Road- 700001 Contact No.033-71012249 E-mail id: estate.tender@kolkataporttrust.gov.in

Contact person (MSTC): **Helpline no- (033)22901004**

1. Shri Sabyasachi Mukherjee E-mail-smukherjee@mstcindia.co.in Direct No.-(033)22812879/ 7278030407	2. Shri K Kranthi Kumar Email-kkkumar@mstcindia.co.in Mobile- 9174009882

	B) System Requirement: i) Windows 7 & 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 (**Except Active-X filtering which should be disabled**) and disable "use pop up blocker" under Tools →Internet Options→ custom level.
	The system requirements are as follows: • Operating System- Windows 7 and above • Web Browser- Preferred IE 7 and above. • Active-X Controls Should be enabled as follows: Tools =>Internet Options =>Security =>Custom Level => Enable all Active-X Controls (Except Active-X filtering which should be disabled) =>Disable "Use Pop-up Blocker" • Java (Latest is JRE 8 Update 201 – File name Windows X-86 Offline) To disable "Protected Mode" for DSC to appear in the signer box following settings may be applied. • Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode". • Other Settings: Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage". **For details, refer to the "Bidder Guide" and a video guide available under "View Video" Link.**
2.	**(i) Format of Bid:** (A) Part I Techno-Commercial Bid will be opened electronically on specified date and time as given in the Tender Notice. Bidder(s) cannot witness electronic opening of bid since the same is not a public event. (B) Part II Price Bid: Price Bids of only techno-commercially qualified bidders shall be opened electronically **AFTER** the e-auction is complete. Bidder(s) cannot witness electronic opening of bid since the same is not a public event. **(ii) E-Auction (HELD BEFORE OPENING OF PRICE BID) :** Notice containing auction schedule (Date & time of e-auction) will be hoisted in MSTC's Web site 5 days prior to auction. The bidders are requested to visit MSTC website regularly for information of Auction schedule. Techno-Commercially qualified bidders will be informed separately by SMP, Kolkata and MSTC through e-mail with at least 5 days' notice. No request for non-receipt of mail regarding auction schedule from either SMP, Kolkata or MSTC will be entertained after two days of hoisting of such auction schedule. **The onus of visiting the MSTC website and obtaining the information of auction schedule is strictly on the bidder**. **While submission of Price bid is a must, participation in e-auction is not mandatory. In case a bidder does not participate in the e-auction, his/her only bid will then be that given in the Price Schedule format**. **Non Participation in e-auction by any techno-commercially qualified bidder will be taken as a voluntary and conscious decision and hence no request from any bidder on the plea of non receipt of information of auction schedule shall be entertained by** SMP, Kolkata **two days after auction schedule is hoisted in MSTC website.** **(iii) H1 bidder/Successful Bidder**: Selection of successful bidder will be communicated to the bidder concerned by SMP, Kolkata only after completion of Tender Process and approval of competent authority. **Note :** (i) Any necessary notice/ addendum/ extension notice/ corrigendum to the tender would also be hoisted in the e-tendering portal of M.S.T.C under the **"Notification"** Link (ii) E-tender cannot be accessed after the due date and time mentioned in this Tender Notice, unless extended further with due notice in the website.

	(iii) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
3.	**Refund of Tender Fee & EMD:** While Tender fee is non-refundable for all the bidders, EMD will be refunded by SMP, Kolkata to the unsuccessful bidder(s), without interest, against respective PAN. Bank details of remitting bank from where e-payment of EMD has been made is to be furnished (i.e. name of bank and & address, Current a/c No, IFS Code). [Such refund is, however, subject to any clause of Tender attracting forfeiture of EMD].
4.	**Submission of on-line bid:**
4.1	The bidder(s), who has /have submitted the above fees, can only submit their Techno Commercial Bid and Price Bid through internet in MSTC website www.mstcecommerce.com→ Port Lease Property→ KOPT →Login →View Details→ Stage I Bid Submission→ Live Auctions →Selection of the live event→ Techno Commercial and Price Bids. For Stage II** forward Auctions Click on Forward Auction→ Live Auctions →Selection of the live event→ Placing of Bids **Only after the evaluation of Stage I bidding the forward auction shall take place among techno-commercially qualified bidders.
4.2	The bidder should allow to run Java Encryption Applet by clicking on allow whenever the Pop-UP asks to do so. This exercise has to be done immediately after clicking on the Techno-Commercial bid. If this application is not allowed to run as and when prompted, the bidder will not be able to save/submit their bid and will get the error messages.
4.3	After submission of all mandatory information and uploading of all mandatory documents as mentioned in the Tender, the bidder should click "save" for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled in and then the bidder should click on "save" to record their price bid. Once both the Techno-Commercial bid & Price bid are saved, the bidder can click on the "Submit" button to register their bid.
4.4	**Bidder's alertness / duty:** 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 SMP, Kolkata. Hence, the bidders are required to ensure that their e-mail ID provided is valid 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). In case of successful bidder the communication of *'Allotment Letter'* will be through hard copy.
4.5	**Uploading of documents:** Bidders are advised to use "Attach Docs" link in the bidding floor to upload documents in document library. Multiple documents can be uploaded. 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/her 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. Altered/amended format of document, if uploaded, will not be given any cognizance.
4.7	**Price Bid submission:** As detailed in Annexure VII of this tender document, A bid without submission of valid price bid shall not be considered.
5.	**E-auction:** At the stage of e-auction amongst the techno-commercially qualified bidders, the bidders shall only quote the total bid value at an increment or multiple thereof as will be allowed in the auction floor. It is not mandatory to participate in e-auction.

NOTE:

(a) A bid can be edited and documents can be uploaded any number of times before the final submission of bid (i.e. before clicking on Sign & Encrypt). Once the bid is submitted by clicking on Final Submission, further editing is not allowed.

However, deletion of the bid, followed by resubmission of the bid, with no additional amount of EMD and tender fee, is allowed upto the closing time of the tender.

Since replacement of any particular document already uploaded is not allowed by the System, the bidders are **strictly** advised to delete the entire bid and resubmit a fresh bid containing the revised document and refrain from uploading more than one document for a particular purpose. otherwise the consequence of this deviation will be borne by the bidder only.

(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 along with 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 with a view to discourage formation of Cartel. Any such formation will be strictly viewed and the entire Tender may be liable to be cancelled and EMD of the concerned Bidders liable to be forfeited including debarring such bidders from participating in future Tenders of Estate Division of SMP, Kolkata.

(e) The e-tender floor shall remain open from the date, time & duration as mentioned in the tender document, subject to extension of this duration as defined in this tender document.

(f) SMP, Kolkata may defer date of auction for any reason. The changed date will be accordingly intimated to the techno commercially qualified bidders by e-mail from SMP, Kolkata and MSTC and hoisting of the same in MSTC website. No request from the bidders for change of such date will be entertained by SMP, Kolkata.

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

(h) SMP, Kolkata 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.

(i) Micro & Small Enterprises (MSEs) registered under Single Point Registration Scheme of NSIC shall be only exempted from payment of Tender fee and EMD. Such benefit shall be extended provided the bidder can furnish the relevant registration No. for the intended purpose that is verifiable from the website **www.nsicspronline.com** of National Small Industries Corporation (NSIC), which is certified by Government of India Enterprise under the Ministry of Micro, Small and Medium Enterprises (MSME).

(j) The expressions " Kolkata Port Trust and KoPT" appearing anywhere in the tender document, shall be construed to read as **"**Syama Prasad Mookerjee Port, Kolkata and SMP, Kolkata" respectively. Also the web site www.kolkataporttrust.gov.in appearing anywhere in the tender document, shall be construed to read as "www.smportkolkata.shipping.gov.in"

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ANNEXURE - II B

N. I. T. No. SMP/KDS/LND/76-2020 dated 23.12.2020

DOs and DONTs FOR BIDDERS PARTICIPATING IN ESTAE TENDERS OF SMP, Kolkata

 # A detailed list of Important instructions to tenderers is given above as Annexure-II (A). Read the instructions carefully before bid submission

WHAT BIDDERS SHOULD DO:

Get yourself **Registered** with MSTC website **https://www.mstcecommerce.com/auctionhome/kopt/index.jsp** for participating in the Tender Process of Estate Division, SMP, Kolkata.

Ensure that you **give yourself enough time to respond** to the tendering opportunity: Proactive planning is crucial to make a successful bid.

Read and become familiar with the bid documents provided by Syama Prasad Mookerjee Port, Kolkata. It is crucial that you **fully understand the requirements and bidding** criteria so that you can submit a fully compliant bid.

Syama Prasad Mookerjee Port, Kolkata insists on pre-bid responses and there may be **pre-bid meetings** and presentations or briefing events. You are expected to participate in such meetings.

Do submit your completed bid early. Systems may slow down and crash while trying to upload multiple documents close to bidding deadlines.

Adhere to all of the stipulations and requirements outlined in the bid document: Mandatory requirements (documents, information and response) need to be read carefully for compliance before submission of Bid.

Check websites of www.smportkolkata.shipping.gov.in , CPP Portal https://eprocure.gov.in/epublish/app) and https**://www.mstcecommerce.com/auctionhome/kopt/index.jsp** regularly for Tender document (Notice/addendum/corrigendum/clarification)

For Bid submission, you have to visit MSTC website i.e. www.mstcecommerce.com

 # For viewing of Tender related information/ updation, you have to visit SMP, Kolkata website i.e. www.smportkolkata.shipping.gov.in

 # You are to submit your offer electronically only. No tender shall be accepted by the SMP, **Kolkata office in hard copies.**

 # Ensure that you note the crucial Dates in connection with the particular Tender(s). They are as follows:

***Date of NIT available to bidders to view**
***Date of Pre-Bid Meeting**

***Last Date and Time of remittance of Tender Fee & EMD (Earnest Money Deposit) by e- payment mode**

*** Last Date and Time of submission of online Techno-Commercial and Price Bid at https://www.mstcecommerce.com/auctionhome/kopt/index.jsp**

Ensure that you **Inspect the Plot/Structure before Bidding**.

Please note that it is the responsibility of the intending bidder to inspect the plot / structure on their own arrangement. SMP, Kolkata will try to provide assistance during inspection of plots.

Please **insert "Purpose of use for the Land/ Structure/ Property"** from the List provided by SMP, Kolkata in the Tender document.

WHAT BIDDERS SHOULD NOT DO

 # Don't Miss Pre-Bid meetings arranged for by Syama Prasad Mookerjee Port, Kolkata.

Don't **Delay** opening or reading the bid **document.**

Don't **Submit invalid** documents/**certificates**.

Don't **Enter false data/forged documents specially regarding Networth or indicate any purpose of use for the Land/ Structure/ Property beyond the list of permitted purposes.** Such act may lead to forfeiture of EMD/Security Deposit.

Don't **Leave submitting your completed bid to the last minute.**

Don't tamper with e- tender document Form provided by SMP, Kolkata. For example, a tampered Networth Document will lead to forfeiture of EMD.

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N. I. T. No. SMP/KDS/LND/76**-2020 dated** 23.12.2020

Guidelines for registration & remittance of tender fee and EMD

Contents:

A. Prior Registration with MSTC for e-bidding:

B. Participation in Bid:

C. Payment Through The "Smarthub" page

D. Refund of EMD:

A. PRIOR REGISTRATION WITH MSTC FOR E-BIDDING:

1. Before e-payment and bid submission, the bidder shall have to get registered with MSTC **free of Cost as per procedure as laid down in this tender document**, if not already registered.

2. During registration with MSTC, the following MANDATORY information shall have to be furnished by the bidder in the respective fields.

a) Name of the bidder

b) (i) PAN & TAN ,if applicable of the bidder (ii) GST No. if applicable of the bidder

c) Address of the bidder

d) e-mail id of the bidder

e) Mobile No. of the bidder

f) Status of the bidder (either of individual, proprietor, partnership firm, company, LLP/ HUF/ Society/ Others (to specify if others).

g) Name & Contact details (Mobile No. /Landline No. /Fax No. /e-mail id) of the authorised representative of the bidder as applicable. Else to mention NA (Not Applicable).

h) Bank Details: As per format to be filled in during registration.

3. On completion of formalities for such registration by the bidder, the system of MSTC shall assign a unique registration number to the bidder. The same shall by default be transmitted to the aforesaid e-mail of the bidder/authorised representative.

4. Now the bidder in possession of unique registration number provided by MSTC and also otherwise in possession of * digital signature for signing, is eligible to make necessary payment for tender fee and EMD by **online** mode **ONLY** as detailed hereunder separately. The bidders are required to remit the tender fee and EMD separately for easy identification of the respective amounts deposited by each bidder.

**** those not yet having digital signature are required to obtain the same of their own in order to participate in this tender.***

B. PAYMENT

1. Payment Gateway:

The bidder shall have to login to MSTC portal to access the site for Port Lease Property KoPT.
In turn, an e-payment link will enable the bidder to submit the EMD and tender fee for a particular tender while accessing the portal for participation in the Tender. Accordingly, the bidder shall make use of HDFC Bank payment micro site (Smarthub). The link for the said micro site of HDFC is available in the MSCTC portal.

2. Payment through the "Smarthub" page:

The Bidder shall fill in the following details in the "Smarthub"

a) Bidder's Name;

b) Unique Bidder ID (provided by MSTC at the time of registration by the bidder);

c) Unique e-tender number for the particular plot of the tender in which the bidder intends to participate.

3. Selection from Drop-Down Menu

a) The bidder is required to select through a drop-down menu, the following options, one by one, in any order:-

i) Tender Fee;

ii) EMD.

[Note: The bidder shall have to remit both tender fee and EMD, separately, one by one to complete the payment.]

b) If the bidder selects Tender fee, then amount field gets automatically populated as Rs 590/- including 18% GST.

c) If the bidder selects EMD, then amount field gets automatically populated with the respective EMD amount corresponding to the unique e-tender number submitted by the tenderer.

B. In either case (whether for remitting tender Fee or EMD), the bidder shall click on 'NEXT' button. Then a pop-up verification page will come up, which will ask for confirmation from the bidder on the correctness of the details already entered by him in the above 2(a), 2(b) and 2(c) under B (2). If the bidder finds an error, he/she shall opt for 'BACK' button to get back to the previous page for making necessary corrections. If the bidder finds the details to be correct, he /she will click on 'I CONFIRM' button. The bidder will then be directed to the next page.

4. Mode of Payment

The bidder will have the following options for making payment. He / She will select the relevant option from HDFC Bank "Smarthub" page Options.

a) Multi-bank net-banking;

b) Debit card/ Credit Card;

c) NEFT/ RTGS

5. Details of various payment options

(I) If the client selects Multibank Net Banking option

If this option is selected, the screen would display the list of Banks. The Net-banking gateway would re-direct the Bidder to the bank selected by the bidder. After payment is made through this mode, the Bank would confirm successful payment via a message which will be displayed on HDFC Bank "Smarthub" page.

Otherwise, in case of failure, HDFC Bank "Smarthub" page would allow the Bidder to process another payment attempt.

(II) If the client selects Debit card/ Credit card option

If this option is selected and payment is made through this mode, the Bank would confirm successful payment via a message which will be displayed on HDFC Bank "Smarthub" page.

Otherwise, in case of failure, HDFC Bank "Smarthub" page would allow the Bidder to process another payment attempt.

(III) If the client selects NEFT/ RTGS option

Once "**MAKE PAYMENT"** is clicked by the bidder, the HDFC Bank "Smarthub" page shall generate a **pre-filled** challan having all the details required corresponding to the bidder, the plot concerned and Tender fee / EMD namely,
(i) Name of the Beneficiary, i.e. SMP, Kolkata
(ii) Account No. of the Beneficiary**;**
(iii) Bank and Branch of Beneficiary;
(iv) IFSC Code of Branch of Beneficiary's bank;
(v) Amount;
(a) The bidder shall remit the requisite amount by RTGS/ NEFT in their respective bank **within scheduled date and time** as mentioned in this tender document. The bidder will take a printout of this challan to his bank, fill up his bank's NEFT/ RTGS request form by filling up the above mentioned details [points (i)-(v)] and initiate the payment from his bank. Remittance of Tender fee or EMD or both beyond the scheduled date and time as mentioned in this tender document shall render the offer liable for outright rejection. No communication in this regard shall be entertained by KoPT.

(b) After making payment by this mode, the bidder would login to the e-Tendering portalof MSTC and shall submit bid on-line by filing in required information, including payment particulars. Also, the bidder shall indicate correctly the relevant details pertaining to the remittance of the payment and mode thereof in the specified field of the on-line bid form.

6. Refund of EMD:

(i) The refund of EMD to the unsuccessful bidder shall be made after finalization of the tender subject to the conditions of forfeiture of Earnest Money(EMD) as mentioned under Clause of "**Forfeiture of Earnest Money" in Annexure-V.**

(ii) The successful bidder may convert the EMD into SD and pay the balance SD. In case of payment of lease rent by upfront, the EMD shall be refunded immediately after the payable amount of upfront including amount of SD for upfront is received by SMP, Kolkata with / without adjustment of required amount of SD from EMD, as may be decided

(iii) Refund of EMD to any bidder for any plot shall be made only by NEFT/ RTGS to their respective accounts as per particulars already furnished by them during registration with MSTC.

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ANNEXURE - IV

Part – I: Techno-Commercial Bid

GENERAL INSTRUCTIONS TO THE BIDDERS

N. I. T. No. SMP /KDS/LND/76-2020 dated 23.12.2020

The techno-commercial part of the offer shall contain the following:-

Sl. No.	Compliance in respect of
(i)	Remittance of Earnest Money Deposit (EMD) as indicated in this tender
(ii)	Remittance of Tender Fee as indicated in this tender
	On-line submission of the following
(iii)	Scanned copy of duly filled in APPENDIX - III (Estate Port Dues as on the date of this N.I.T.) is to be uploaded. SMP, Kolkata's decision as per SMP, Kolkata's record will, however, prevail so far as an outstanding due of any bidder is concerned.
(iv)	Scanned copy of "Networth" as per Format APPENDIX - IV, certified by a Chartered Accountant has to be uploaded. The Chartered Accountant has to clearly mention his/her name with signature, stamp and Unique Document Identification Number (UDIN).The "Net-worth" of the bidder has to be based on Audited Annual Accounts for the recent financial year as per definition given below.
(v)	Scanned copy of PAN Card and TAN if applicable(To Be uploaded)
(vi)	Scanned copy of IT return of the Recent Financial year (To Be uploaded). **DEFINITION OF RECENT FINANCIAL YEAR:** When the NIT date is between April and September of a calendar year, the most recent financial year will mean the financial year ending March of the previous calendar year. When the NIT date is between October of a calendar year and March of the next year, the most recent financial year will mean the financial year ending March in the year in which October to December fall.
(vii)	Scanned copy of Cancelled cheque (To be uploaded).
(viii)	Scanned copy of Appendix-I duly signed (To be uploaded).
	Off-line submission of
(ix)	Self certified copy of partnership deed (for Partnership firm/ LLP) or Memorandum of Association &Article of Association(for Company) or HUF deed (for HUF) and/ or any other document relevant as applicable, for the bidder concerned.

	Submission of bid
(x)	Clicking on "**I Agree**" button to confirm having read and understood and agreed to all terms and conditions of the tender document, addendum, corrigendum, extension notice or any other communication including the sketch. In effect, Clicking on "I Agree" button will ipso-facto render any attempted alteration to the formats as decided by SMP, Kolkata authorities in the Tender Document as null and void.

NOTE:

Bidders are advised to note that allotment letter to successful bidder will be issued only on verification of documents. In case of submission of fake documents, the allotment will be cancelled and EMD forfeited.

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ANNEXURE -V

Part-I: Techno-Commercial Bid

GENERAL INFORMATION TO THE BIDDERS

N. I. T. No. SMP /KDS/LND/76-2020 dated 23.12.2020

1. Plot details:-

As per Annexure – I of this tender document. The relevant sketch is attached at the end of this tender document.

2. Allotment:-

The plot of land/ structure / property will be allotted in a single parcel on 'as is where is' basis. Under no circumstances, any of such land/ structure / property will be subdivided into parts to accommodate more than one lessee.

3. Warehousing:-

In case, a lessee is allotted a plot for 'Warehousing', portion of the said warehouse can be used purely on temporary basis by the lessee for storage of goods of the 3rd party without parting with the right of possession and at the risk and responsibility of the lessee who will have overall control over the premises.

4. When Rail Served:-

If any plot not presently rail served, becomes rail served in future, the payable annual rent /upfront for the balance period of lease shall be enhanced by 15 % on the payable annual rent at that point of time or pro-rata amount of upfront, as the case may be.

5. Belting:-

Wherever belting is applicable, 1st belt is the area within 50 metres from the road and 2nd belt is the area beyond 50 metres from the road.

6. Valuation fee:-

Fees paid by SMP, Kolkata to the valuers for the valuation of structure within the land to be leased, if any, shall also have to be paid by the successful bidder within 30 days from the date of the communication in this regard, through A/c Payee Cheque/ Pay Order to "Kolkata Port Trust". The exact amount shall be intimated to the successful bidder. However, the same is guided by the following slab plus other associated charges, if any:-

Slabs	**Percent on part of full amount of valuation of structure as falling within respective slabs**
(a) On the first Rs. 5 lakhs of the asset as valued	0.15246
(b) On the next Rs. 10 lakhs of the asset as valued	0.06102
(c) On the next Rs. 40 lakhs of the asset as valued	0.03051
(d) On the balance amount of the asset as valued	0.01521

Note: (i) The minimum amount of fee payable to the valuer is Rs.2,000/- for valuation of each structure.

(ii) The above shall prevail, unless there is any revision in the fees payable to the empanelled valuers for valuation of structures.

7. Proposed purpose of lease -

The lessee shall have to utilize the land/ structure property for any or any combination of purposes conforming to the list of permissible purposes mentioned in the table under Annexure – I. Accordingly, bidders to enter proposed "Purpose(s)" in the text field from the list of purposes mentioned in the tender for the concerned plot / structure. Bidders are advised not to mention any "Purpose" beyond what is provided in the list. Bidders are also advised to specifically enter either 1 (for those purposes attracting 35%) or 0 (for those purposes not attracting 35%) after properly interpreting the relevant Tender Terms. However if the statement of purpose is beyond the list as per Tender Document and applicability of 35% thereon is in variance with the interpretation of the list as provided in the Tender Document by SMP, Kolkata, SMP, Kolkata's decision on "Purpose" and applicability of 35% thereon will be binding on the bidder and final in this respect.

While offering amount in price bid, the bidders are advised to take note of the following:-

(i) The annual reserve rent as indicated in Annexure -I shall be enhanced by 35% for all general non-industrial uses, except the following:-

- Transport Facilities and related uses;
- Govt. and Charitable Hospitals;
- CFS, General Storage, Warehousing and Parking (vehicle & container) facilities;
- Office space for its own use of lessee only, on maximum 10% of the allotted land;
- All public utility projects, Govt. organizations/ departments for the purpose of carrying out sovereign/ security / statutory functions;
- All way leave permissions

(ii) Also, EMD shall be same for any plot irrespective of usage whether or not attracting 35% on the base rent.

The lessee shall have to commence utilizing the allotted plot of land within a period of 24 months from the date of commencement of lease (i.e. date of allotment of land) for any of the permissible purposes offered by the bidder in the instant tender.

8. Definitions of different purposes: -

8.1 **"Institutional building":** That is to say any building or part thereof ordinarily providing sleeping accommodation for occupants and used principally for the purposes of medical or other treatment or care of persons suffering from physical or mental illness, disease or infirmity, care of infants, convalescents or aged persons and for penal or correctional detention in which the liberty of the inmates is restricted, such building shall include hospitals, clinics, dispensaries, sanatoria, custodial institutions and penal institutions like jails, prisons, mental hospitals and reformatories.

8.2 **"Assembly building":** That is to say any building or part thereof where groups of people congregate or gather for amusement or recreation or for social, patriotic, civil, travel, sports and similar other purposes as the principal use excluding and except club, religious and political purpose. Such building shall include theatres, motion picture houses, drive- in-theatres, city halls, town halls, auditoria, exhibition halls, museums, skating rinks, gymnasiums, restaurants, eating houses, bars, hotels, boarding houses, dance halls, gymkhanas, passenger station and terminals of air, surface and other public transportation services, recreation piers and stadiums.

8.3 **"Business building":** That is to say any building or part thereof used principally for transaction of business for keeping of accounts and records or for similar purposes. Such building shall include offices, banks, professional establishments, court houses if the principal function of such offices, banks, professional establishments or court houses is transaction of public business or keeping of books and records. Such building shall also include buildings or premises solely or principally used as an office or for office purpose.

8.4 **"Mercantile building (retail)":** That is to say any building or part thereof used principally as shops, stores or markets for display or retail sale of merchandise or for office and storage of service facilities incidental thereto;

8.5 **"Mercantile building (wholesale)":** That is to say any building or part thereof used principally as shops, stores or markets for display or sale of merchandise on wholesale basis, or for office and storage of service facilities incidental thereto, and shall include establishments, wholly or partly engaged in wholesale trade, manufacturer's wholesale outlets including related storage facilities, warehouses and establishments engaged in truck transport (including truck transport booking agencies).

8.6 **"Storage building":** That is to say any building or part thereof used principally for the storage or sheltering of goods, wares or merchandise as in warehouses. Such building shall include cold storage, freight depots, transit sheds, store houses, public garages, hangars, silos and barns.

8.7 **"Parking":** It includes self-use and also for use by any third party without any right of possession.

8.8 **"Riverfront Plots":** Wherever any plot falls by the riverfront, the procedure in vogue for grant of permission for construction under Section 46 of Major Port Trusts Act would be applicable. The salient points of the said Section inter alia includes the following:-

(i) No changing of bank line would be allowed and no encroachment into the river will be allowed in the name of bank protection work.

(ii) For conservancy purposes, a paved clear corridor fit for vehicular movement of 11 mtrs. (3 lane width) from high water mark at Spring Tide should be maintained by the lessee for the sake of inspection whenever required.

8.9 **"Mall/Food Park/Plaza":**

(a) Mall/Food Park/Plaza may be allowed where the listed purposes in the tender include both Assembly and Mercantile Buildings.

(b) 35% shall be loaded on the ARR if for any plot, there is even a single offer with Mall/Food Park/Plaza and in such case, the floor price for auction shall be ARR plus 35%.

(c) For the purpose of Mall/Food Park/Plaza, the successful bidder shall be required to pay the rent by **one time upfront** before handover of the plot as per formula defined in the tender document.

(d) The lessee shall be solely responsible for obtaining permission/ sanction of all concerned as required for setting up of a Mall/Food Park/Plaza and running the same for the entire lease period. In the event of failure of the lessee in obtaining necessary approval of any authority concerned, and surrender of the plot, refund of all payments deposited by the bidder to SMP, Kolkata will be guided as per Tender Conditions.

(e) SMP, Kolkata will have exclusive relation with the successful bidder to be allotted any plot for Mall/Food Park/Plaza and no entity enjoying the sublet part of the property by the lessee shall be entertained by SMP, Kolkata on any dispute whatsoever. In other words, the lessee shall be allowed to sublet exclusively for the sake of **Mall / Food park/Plaza etc** without parting with the right of possession and at the risk and responsibility of the lessee who will have overall control over the premises. As such, only the lessee may have the FRR right depending on terms and conditions after expiry / termination of lease and no party who would be enjoying a sublet portion of the Mall shall have such right at all.

(f) After expiry of lease of 30 years, fresh lease or otherwise shall be determined by the relevant guidelines and law of the land as shall be in vogue at the material time.

8.10 Specific Exclusion:

(a) **Educational Building:** Any building used for school, college, library or day-care purposes as principal use involving assembly for instruction, education or recreation incidental to education;

(b) **Residential Building**

(c) **Religious establishment**

(d) **Political establishment**

(e) **Industrial Building:** Any building or structure or part thereof used principally for fabrication, assembly and or processing of goods and materials of different kinds. Such building shall include laboratories, power plants, smoke houses, refineries, gas plants, mills, dairies ,factories and workshops

8.11 NOTE:

(i) Bidders are advised to type proposed "Purpose(s)" in the text field in the space provided during online bid submission from the list of purposes as mentioned in Annexure I of tender for the plot/ structure concerned. Bidders are also advised not to mention any "Purpose" beyond what is provided there.

(ii) Bidder should exercise extreme caution while entering "0" or "1" during online bid submission as in case of any wrong declaration, SMP, Kolkata's decision on "Purpose" and applicability of 35% thereon will be binding on the bidder and final in this respect.

9. Eligibility Criteria of the Bidder:-

(i) The entity remitting the tender fee & EMD and submitting the bid must be the same entity. In case different entities remit the money and submit the bid, the latter shall upload a declaration to that effect as stated hereunder:

"I do hereby authorize …… (name and address of the remitting entity)…… to remit tender fee and/ or EMD on my/ our behalf."

(ii) All other tender conditions are to be fulfilled.

(iii) Networth of the bidder should be **more** than one year's annual reserve rent, (excluding taxes)].

(iv) Non-pendency of mutually admitted Port Estate dues (for all plates of the prospective bidder in KDS) on the date the NIT is published in the newspaper

(applicable for existing lessee/ licensee of other plot and/ or for renewal of lease of the tendered plot). In other words, if any dues claimed by SMP, Kolkata are stayed by Higher Courts/ Cabinet Secretariat prior to publication of NIT in the newspaper, such dues need not be paid to become eligible to participate in tender- cum –e-auction.

(v) In case there are any unpaid mutually admitted dues by the aforesaid definition, the prospective tenderer may be allowed to participate in the tender, only if he agrees to pay rent for the entire lease period before allotment of the plot on upfront basis on becoming successful bidder.

(vi) <u>SPECIAL NOTE</u>:

If Networth is equal to or lesser than one year's annual reserve rent, (excluding taxes), the bidder will have to furnish a BG equivalent to 5 years' annual lease rent (excluding taxes) with a validity of 5 years only. The bidder shall have to confirm to this effect, before holding of e-auction; otherwise the bidder shall be techno-commercially disqualified for the said offer without forfeiture of EMD.
Non-compliance of the said confirmation in the event of receipt of allotment letter, shall render the said allotment liable for cancellation with forfeiture of EMD.

(vii) **The formula for calculation of Net Worth -**
[{proprietor's capital (for proprietorship firms)/ partners' capital (for partnership firms)/paid up capital (for companies) + free reserve} –intangible assets]

If a proprietorship firm participates in tender, the proprietor's capital in the firm + free reserves – intangible assets may be considered to determine "Net-worth" of the firm.

10. Deemed inspection/: Irrespective of participation in the site- inspection, the bidders shall be deemed to have inspected the plot before submission of offer and to have considered all relevant aspects necessary for submission of offer.

11. Query pertaining to bid:

(i) Bidders may send advance queries to the e-mail (estate.tender@kolkataporttrust.gov.in) within the time schedule mentioned above. SMP, Kolkata will be at liberty to amend the tender document and issue addendum, if needed, pursuant to receipt of such queries or otherwise. ***However, no separate reply to the queries shall be made to the respective querists.***

(ii) The same, if issued, shall ipso facto become part and parcel of the tender document and shall be hoisted in the websites.

(iii) Besides, any other addendum, if issued, shall also be hoisted in the websites and the same shall likewise become part and parcel of the tender document.

(iv) Hence, prospective bidders are advised to visit the website (i.e. www.smportkolkata.shipping.gov.in, **www.mstcecommerce.com/auctionhome/kopt/index.jsp** & and (https://eprocure.gov.in/epublish/app) accordingly till the date of submission of tender.

12. Tender Downloading:

(i) **For reading and not for bidding:-**

Tender Document has been hoisted in the website www.smportkolkata.shipping.gov.in. and CPP Portal (https://eprocure.gov.in/epublish/app).Interested bidders may download the tender document from any of these websites.

(ii) **For participation in the tender:-**
MSTC website **www.mstcecommerce.com/auctionhome/kopt/index.jsp** shall have to be accessed only after registration as stated above. The intending bidder shall, thereafter, remit the tender fee amounting to Rs. 590/- (non-refundable) and Earnest Money in the manner stated above before submission of offer.

13. Earnest Money:

(i) The Earnest Money shall be remitted in the manner stated above before submission of offer.

(ii) The amount of Earnest Money will be refunded to the unsuccessful bidders without interest after selection of the successful bidder, subject to the conditions of forfeiture of Earnest Money (EMD), as mentioned hereunder.

(iii) Mere submission of offer will not mean that the offer will be automatically considered qualified and bid will be entertained.

14. Conditionalities for forfeiture of Earnest Money:
Any of the following will be sufficient ground for forfeiture of EMD.

(i) In case the bidder withdraws the offer before expiry of the validity period as per Tender terms as at (15) below.

(ii) In case of non-acceptance of the allotment letter.

(iii) In case of non-acceptance of the terms & conditions of the offer of lease.

(iv) In case of non-compliance of the terms & conditions of the offer of lease.

(v) In case of deviation from any of the terms & conditions of the offer of lease till submission of Security Deposit along with adjustment of EMD with other dues or refund.

(vi) In case of non-remittance of all payment due before handover of the plot within the specified period.

(vii) In case of furnishing any false / misleading /tampered information in the tender offer.

(viii) In case of furnishing any false / misleading / tampered information before finalization of tender.

(ix) In case of non submission of Price or non participation in re-bidding (submission of fresh price/ e-auction or both) in case of tie, if so decided by SMP, Kolkata. The bidder may refere to Evaluation Criteria in this regard.

(x) In case of not quoting above the reserved rent or floor price.

(xi) In case of formation of Cartel or influencing bidders to abstain from participation in the Tender.

15. Validity:

The offer shall be kept valid for a period of 180 days from the closing date of submission of the tender. The above validity period is, however, subject to extension, if agreed to by the bidder in response to any request made by **SMP, Kolkata**.

16. On-line bidding problem:-

Neither **SMP, Kolkata** nor MSTC shall be responsible for any problem at the bidder's end like failure of electricity, disruption of internet connection, any trouble with bidder's PC etc, which may cause inconvenience or prevent the bidder from bidding in any e-tender-cum-e-auction.

In case of any problem / interruption in service at server end, however, MSTC shall do the needful. Besides, decision of MSTC shall be final and binding on all bidders in the event of any dispute as to interruption of connectivity in connection with the tender. Needless to say, the aforesaid decision of MSTC shall be based on proof thereto.

17. Interruption of activities:

In the event of any unforeseen circumstances such as holidays, bandhs, strikes, transport dislocation etc. on the scheduled day of pre-bid meeting / submission of offers / opening of techno-commercial part or price part of the tender, such activity shall take place at the same time on the next working day of SMP, Kolkata.

18. Right of acceptance:

Syama Prasad Mookerjee Port, Kolkata reserves the right to accept or reject any or all tenders without assigning any reason thereof.

19. Offer Preparation Cost:

The bidder shall be responsible for all the costs associated with the preparation of its offer and its participation in the tender. SMP, Kolkata will not be responsible in any manner for such costs, regardless of the conduct or outcome of the tender process.

20. Tests of Responsiveness:

Prior to evaluation of Techno Commercial Part of the tender, **SMP, Kolkata** will determine whether each offer is responsive to the requirements of the tender document. A tender shall be considered responsive if the tender: -

(i) Is received electronically by the appropriate portal.
(ii) Is accompanied by requisite Tender fee and requisite EMD, as stipulated.
(iii) Is accompanied by all the forms and formats dully filled in/ executed, as the case may be.
(iv) Contains all the information as requested in the tender document.
(v) Does not show inconsistencies between the offer and the supporting documents.
(vi) Proposes no change in the offer as compared to the terms & conditions of the allotment, as detailed in this tender document.

21. Confidentiality:

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

22. Acceptance of Port's Allotment Letter:

After finalization of the tender through e-tender-cum-e-auction, the allotment letter will be made to the successful bidder by hard copy. The successful bidder shall be required to formally accept the terms & conditions of the allotment of lease and remit requisite Advance Annual rent or Upfront with Advance Nominal Rent for 1st year, if applicable, Security Deposit, cost of valuation, if any, etc within the period as will be specified in the allotment letter, failing which the allotment shall stand cancelled and the Earnest Money deposited by the bidder shall stand forfeited. The possession of the plot of land/ structure/ property concerned will be handed over after completion of the required formalities including payment as will be specified in the allotment letter.

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Part-I: Techno-Commercial Bid

CONDITIONS OF LEASE

N. I. T. No. SMP /KDS/LND/76-2020 dated 23.12.2020

1. Lease:-

(i) Lease Period: 30 years without any option for renewal from the date of handover of property.

(ii) Lease Deed: The lessee will be required to execute & register a Lease Deed in respect of the demised land at his/her own cost, after making all requisite payment related to the proposed lease of land.

(iii) Preparation cost of Lease Deed -The lessee shall be required to pay Rs 3,400/- plus G.S.T as applicable to SMP, Kolkata towards the cost of lease form and plans.

(iv) Registration of Lease Deed:

a) The Lease Deed, after registration, shall remain in the custody of the lessor (i.e. SMP, Kolkata).

b) The cost of preparing, stamping, executing and registering the Lease Deed as well as the cost of a counterpart or a copy thereof, if required by the lessee, shall be borne by the lessee.

c) In case of upfront payment, stamp duty is charged @ 6% or 7% of the aggregate of upfront premium and average payable annual token rent, depending on whether the aggregate is upto Rs. 1 Crore or more and in case of annual payment mode stamp duty is charged @ 6% or 7% of the average of 30 years annual rent duly escalated @2.5% per year. For further understanding, the relevant website (www.wbregistartion.gov.in) may be consulted

A representative format for lease deed, marked as **APPENDIX –II,** is enclosed with this tender document. The applicable format may have to be suitably amended depending on the terms for the respective plot.

2. Request for Change of Purpose:-

The lessee shall follow the purpose of lease strictly as mentioned in the Allotment Letter. Request, if any, for the change of purpose from what is allotted for, at any stage after handover of the plot, shall be considered by SMP at its discretion at the material time, depending on the merit of the case, in terms of the then Land Policy Guidelines.

3. Security Deposit:-

(i) In case of payment on Annual rent basis, the amount of Security Deposit shall be **twice the Accepted Annual rent plus taxes as applicable**.

However, in case of payment on upfront basis, the amount of Security Deposit shall be: **2 x Re. 1/- per sq.m. for the entire allotted area plus applicable taxes**.

(ii) The successful bidder shall remit Security Deposit through Bank Draft/ pay order/ A/C payee cheque drawn in favour of "Syama Prasad Mookerjee Port, Kolkata"

or by Online mode as may be decided by SMP, Kolkata, before taking over possession of land/ structure/ property.
The successful bidder may convert the EMD into Security Deposit.

4. Boundary Wall:-

The lessee shall have to construct boundary wall around the demised land (as would be demarcated by Estate Division) at his/her own cost. The portion of such boundary wall bordering ISPS Zone, if any, will have to be constructed by the lessee, as per specifications to be given by SMP, Kolkata, and to the satisfaction of Chief Engineer, SMP, Kolkata. If there is any existing boundary wall around the demised land, the lessee shall pay the valuation (to be determined by empanelled valuer of SMP, Kolkata) of the same to SMP, Kolkata. Such valuation shall be binding on all the concerned parties.

The responsibility of keeping any plot free from encroachment lies with the lessee during the entire lease period and any encroachment during this period is attributable to the lessee.

5. Way leave:-

For installation of permanent pipelines/conveyors, other service lines etc. through SMP, Kolkata estates outside the leased lands, way leave permission from Estate Manager, SMP, Kolkata will have to be separately obtained against remission of necessary charges for the same.

6. Sub-lease/Transfer:

(i) No sub-lease/ subletting or parting with possession of the leased land will be allowed (with exception in case the business model is based on subletting. Instructions under MALL/ FOOD PARK/ PLAZA may be referred to.)

(ii) However, transfer of the leased land may be allowed as per terms & conditions (including payment) to be stipulated by SMP, Kolkata.

(iii) In case of transfer of the lease against payment of transfer fee and other charges/fees to be determined and terms to be stipulated by SMP, Kolkata, as per guidelines as may be in vogue at that material time, the transferee shall remain responsible for compliance of all terms & conditions of lease deed, for the balance period of lease.

7. Disputes:-

In the event of any disagreement/dispute between SMP, Kolkata and the lessee, disputes shall be resolved by means of the following:-

(i) Resolution of any dispute between the SMP, Kolkata and the lessee, shall be governed by Arbitration and Conciliation Act, 1996 and any amendment thereof. The jurisdiction of arbitration shall be in Kolkata, West Bengal, India.

(ii) The Public Premises (Eviction of Un-authorised occupants) Act, 1971 including any amendment thereof will be applicable in case disputes are not settled by arbitration.

(iii) Besides what has been stated above, in case any dispute remains

unresolved, the same shall be under the jurisdiction of appropriate courts in Kolkata **only** including Kolkata High Court.

8. Permission for construction:-

No installation/construction within the leased land shall be allowed without prior written permission (including terms, conditions & payment) of Estate Manager, SMP, Kolkata.

The structure that is owned by SMP, Kolkata, will have to be returned to SMP, Kolkata by the lessee on "as is where is basis" after expiry of the lease period.

9. Indemnity:-

The lessee shall, at his/her own expenses, pay compensation for any injury, loss or reinstate and make good to the satisfaction of SMP, Kolkata for loss or damage accrued to any property or rights of SMP, Kolkata whatsoever, including SMP, Kolkata's agents/servants/employees, or any third party arising out of or in any way in connection with the execution or purported execution of the Agreement and further, the lessee shall indemnify SMP, Kolkata against all claims enforceable against SMP, Kolkata (or agents/servants/employees of SMP, Kolkata) or which would be so enforceable against SMP, Kolkata as applicable, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

10. Surrender:-

Leased land may be surrendered to SMP, Kolkata any time after 2 years from commencement of lease. For any surrender of lease, at least 6 (six) months' notice will be required. For the sake of clarity, if notice for surrender is issued after 1 ½ years of commencement of lease, SMP, Kolkata will take back the land immediately after expiry of 2 years from the date of handing over land. If any lessee wants to surrender within first 2 years of commencement of lease, he/she will have to pay lease rent for 2 years.

The lessee will get back upfront paid amount for the unutilized portion of the lease as per the following formula, in case the lease is granted on upfront basis:-

The difference of

- NPV of original lease period and
- NPV of the enjoyed years of lease,

at the same base rate of rent and same G Sec rate, as considered for calculation of NPV for the original lease period, at the time of allotment.

Note: In case of communication to SMP, Kolkata to this effect during continuation of any particular year, SMP, Kolkata shall retain payment for the whole year in case of payment on Annual rent basis.

11. Termination of lease:-

SMP, Kolkata reserves the right to terminate the lease and cancel the Agreement, if there is any breach of terms and conditions of lease and/or the Agreement, by giving

3 months" notice (in case of manufacturing unit, the said notice period will be 6 months).

12. Essential services:-

The bidder should bear the cost of infrastructure required for the power connectivity/ water supply to their premises. After handing over possession of land and on being requested, SMP, Kolkata will issue necessary 'No Objection Certificate' (NOC) for the same.

13. Statutory Clearances for all plots:-

The lessee must obtain all statutory clearances, as may be required as per law, from the concerned Ministries/Departments/ Authorities before commencement of operation and follow all safety norms as may be prescribed by the competent authorities.

14. G. Sec rate:-

Besides the compulsion for payment of lease rent on upfront basis in certain cases as per eligibility criteria of the tender, all other successful bidders of different plots of land also have the option for payment of lease rent on upfront basis as per the following formula:-

Tenure of lease	G. Sec rate as in November, 2020	Corresponding multiplying factor (M.F.)	Formula to calculate upfront
30 years	**5.90**	**19.5792**	**(Finally accepted annual rent) X (M.F.)**

15. Upfront option:-

The successful bidder, while communicating his/her acceptance of the allotment letter of SMP, Kolkata, will have to indicate his/her desire to pay lease rent on upfront basis and the required banker's cheque/ pay order/ A/C payee cheque will have to be enclosed along with his/her communication. The payment may also be done by online mode (if decided by SMP, Kolkata)

16. Terms of payment of lease rent:-

(a) **For plots to be allotted on Annual rent basis:**

(i) The successful bidder shall make full payment towards 1st year's advance annual rent plus taxes and duties [GST and Municipal Tax as applicable and the manner in which it is payable and any other tax(es), if in vogue at the material time] as well as security deposit (SD), within 30 days from the date of the issue of letter for allotment **An amount equal to0.75% of the 1st year's annual rent shall be payable to MSTC Ltd (account details of MSTC Ltd to be provided to highest bidder in Offer Letter)through online mode as tax deducted at source under section194O. The balance 99.25% of the annual rent plus applicable taxes and duties and security deposit shall be payable to SMP, Kolkata. through Bank Draft/Pay Order/A/C payee cheque drawn in favour of 'Kolkata Port Trust' or by Online mode, if decided by SMP, Kolkata.**

(ii) Advance annual rent (after being escalated @2.5 % per annum) plus applicable taxes

[GST and Municipal Tax as applicable and the manner in which it is payable and any other tax(es), if in vogue at the material time], shall be paid in advance by the lessee at the beginning of each year from 2nd year of lease onwards. If the rent bills are not received by the lessee within the 10th day of the month in which the rent bill is required to be raised every year, duplicate bill(s) will have to be compulsorily collected by the lessee at their arrangement from the Estate Division/Finance Department of Syama Prasad Mookerjee Port, Kolkata 15, Strand Road, Kolkata – 700 001 for the purpose of payment within the due date which shall usually be 15th day of the same month of that year (in case the 15th day is a holiday of the Trustees, the next working day shall be the maximum allowable period for such payment).

(iii) **Rent Revision:** In case of the successful bidder, paying rent annually in advance, there shall be an annual escalation @ 2.5 % per annum on the amount of the preceding year. The first such escalation shall be imposed to calculate the annual rent for the second year of lease @ 2.5 % on the annual rent offered by the successful bidder in the e-tender-cum e-auction and accepted by SMP, Kolkata.

The escalated annual rent thus arrived at shall be reviewed and compared after every five years since commencement of lease with the then applicable rate of annual rent as per Schedule of Rent then in vogue as approved by TAMP.

In case during such review, the escalated annual rent is less than that as per SoR, the latter, coupled with annual escalation for that five-year block, shall be applicable.

The aforesaid revision shall be without regard to the amendment of conditionalities of the revised SoR after every five years.

In case, any revision is approved by TAMP retrospectively, the revision shall be given cognizance to for the sake of the aforesaid revision, whenever such revised rate shall be available with SMP, Kolkata, and then shall be given effect to, if so required on comparison.

(b) **For plots, if allotted on upfront basis:**

(i) The successful bidder shall make full payment towards upfront plus taxes [GST and any other tax(es), if in vogue at the material time], security deposit (SD) as well as yearly token rent for the first year @ Re.1/- per sq. mtr. plus applicable taxes, within 30 days from the date of the offer letter for allotment. **An amount equal to 0.75% of the upfront plus yearly token rent for the 1 year @Re 1 per sq.mtr shall be payable to MSTC Ltd (account details of MSTC Ltd to be provided to highest bidder in Offer Letter) through online mode as tax deducted at source under section 194O. The balance 99.25% of the upfront and token rent plus applicable taxes and security deposit shall be payable to SMP, Kolkata through A/c Payee Cheque/Pay Order/Bank Draft drawn in favour of 'Kolkata Port Trust' or by Online mode if decided by SMP, Kolkata.**

(iii) Yearly token rent @ Rs.1.025 per sq. mtr. (taking into account escalation @2.5 % per annum) plus applicable taxes, shall be paid in advance by the lessee, at the beginning of 2nd year of lease and thereafter in the subsequent years by loading 2.5% per year on the rent of the preceding year. If the rent bills are not received by the lessee within the 10th day of the month in which the rent bill is required to be raised every year, duplicate bill(s) will have to be compulsorily collected by the lessee at their arrangement from the Estate Division/ Finance Department of Syama Prasad Mookerjee Port, Kolkata at 15, Strand Road, Kolkata – 700 001 for the purpose of payment within the due date which shall usually be 15th day of the same month of that year (in case the 15th day is a holiday of the Trustees, the next working day shall be the maximum allowable period for such payment). Municipal Tax is to be paid every year along with token yearly rent.

(iv) Municipal tax shall be calculated and recovered annually on the corresponding figure of annual rent, unless otherwise decided to fulfil municipal requirement.

(c) **Actual payable amount:**

At the time of handing over possession of land, actual measurement will be taken and the lessee will be duty bound to pay annual rent / upfront (as the case may be) on the basis of the actual measurement on pro-rata basis.

(d) If the offer letter is not accepted in time and requisite payment [(Upfront +1st year's token rent including taxes) or (1st year's rent including taxes) + Security Deposit] is not made within the stipulated date, SMP, Kolkata will have the right to

- **either** charge interest @14.25% p.a for the delayed payment (i.e. after the stipulated date upto the actual date of payment (maximum period allowed for payment with interest may be **90 days** from the date of offer letter)
- **or** cancel the offer and forfeit the Earnest Money.

The selected bidder will be required to deposit requisite amount of interest for the desired period of extension, along with his/her application for extension of time.

(e) The valuation of existing boundary wall and existing structure, if any, along with applicable taxes, shall also have to be paid by the successful bidder to SMP, Kolkata (for SMP, Kolkata structure) or the ex- lessee (for ex-lessee structure) with a intimation to SMP, Kolkata, within 30 days from the date of the communication in this regard, as indicated in the Tender Document or otherwise as may be required and as will, accordingly, be decided and communicated by SMP, Kolkata.

(f) Entire Municipal Tax on structure to be erected on the proposed leased land with SMP, Kolkata's approval, if any, will also have to be paid by the lessee.

(g) The currency of payment shall be INR.

(h) The tax components will be as in vogue from time to time. Presently, the tax components are as mentioned below:-

Payment of	G.S.T
Upfront	@ 18% on the aggregate of quoted / accepted rent and occupier's share of Municipal Tax or as may be reviewed by Govt. of India
Token annual rent (where upfront is paid)	18 % on token annual rent or as may be reviewed by Govt. of India
Annual rent	@ 18% on the aggregate of quoted / accepted rent and occupier's share of Municipal Tax or as may be reviewed by Govt. of India

(i) Possession of land and structure will be handed over to the successful bidder only after encashment of the cheque / draft for the entire payable amount.

(j) The successful bidder shall pay the cost of existing railway lines (defunct or operational) on the proposed plot, if any, as evaluated by SMP, Kolkata, to SMP, Kolkata, within 30 days from the date of the communication in this regard, through A/c Payee Cheque/Pay Order drawn in favour of "Syama Prasad Mookerjee Port, Kolkata" or through online mode, if so required by SMP, Kolkata.

17. 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 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 contact, 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.

18. Termination of Lease under special circumstances:-

Termination of Lease in the National Interest or in the interest of the public**:**

The lease will also reserve 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 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.

19. 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 un-authorisedly, the lessee shall be liable to pay compensation for wrongful use and occupation of the same at three (3) times the annual lease rent last paid , if not otherwise decided by SMP, Kolkata, 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.

20. Construction / addition / alteration:-

If the successful bidder applies for obtaining No-Objection-Certificate (NOC) from SMP, Kolkata towards new construction or addition/alteration of any existing structure on the leased land, SMP, Kolkata shall normally accord the NOC within one month from the date of receipt of such application complete in all respects.

21. Underground structure / service line:-

In case any underground structure / service line (used/ unused / defunct) so far not known, emerges within the demised land at a subsequent date after handing over of the said demised land by SMP, Kolkata, and poses unforeseen problem for the lessee, SMP, Kolkata will consider the same, if requested by the lessee, within the ambit of the tender terms and the law of the land, to alleviate the distress faced by the lessee to the extent possible.

22. Fire safety and security measures:

If the Lessee is allotted SMP, Kolkata's land / structure / godown / premises for storing materials, which are combustible in nature and may cause huge fire hazards should arrange for having proper fire safety measures and statutory permissions. They are to note that in all Plates / Structures / Godowns / Premises, security and fire safety measures shall be the responsibility of the lessee. In case of any damage to the Trustees' property or neighboring property for not maintaining the required fire safety and security measures, the lessee will be responsible and will have to bear all costs and consequences thereof. They will be required to comply with all the necessary fire safety and security measures, as well as, obtaining related clearances and permissions from statutory authorities concerned commensurate to their nature of business.

23. Display Notice Board:

The leasee would display tenancy details (indicating old Plate Code, Area in Sq. Mtrs., Owner of land as SMP, Kolkata, name of tenant, type of tenancy and duration of license) on boards of size 2' x 3' in at least two prominent places in the demised premises.

24. Land Policy Guidelines:-

Notwithstanding anything contained in the tender document, Policy Guidelines for Land Management by Major Ports, 2014 (revised) including all subsequent amendments, clarification and revision thereof, shall prevail in case of any dispute as to interpretation of any terms of this tender.

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Part – I: <u>Techno-Commercial Bid</u>
N. I. T. No. SMP /KDS/LND/76-2020 dated 23.12.2020
EVALUATION CRITERIA

1. While quoting, the 'Reserve Annual Rent' for that plot in Rupees shall be displayed automatically by the systems on-screen in the Price Schedule format. The bidder shall enter EITHER "**0**" (zero) OR "1" in the next field, depending on the purpose of lease as stated below.

(i) "**0**" (Zero) when the reserve annual rent remains unaltered (i.e. for purposes not attracting additional 35 % on reserve annual rent);
(ii) "**1**" (One) when the reserve annual rent increases by 35% (i.e. for purposes attracting additional 35 % on reserve annual rent);

2. Immediately, the systems shall display the 'Applicable Reserve Annual Rent' as per input given by the bidder as stated above (tax component payable extra).

3. Then the bidder shall only fill in the premium amount (lump sum) over the "Applicable Reserve Annual Rent". In other words, the bidder shall indicate and offer the extra amount over the applicable Reserve Annual Rent (tax component payable extra). **It is impressed upon the bidder that bid without a positive amount of premium in the manner stated herein is an incomplete bid.**

4. Immediately, the system shall display the final quoted total annual rent (i.e. Applicable Reserve Annual Rent plus quoted premium) (without indicating tax component thereon).

5. No hard copy of filled in format of the Price Schedule shall be entertained in case of submission thereof to the office of SMP, Kolkata and / or MSTC.

6. After the closing date of bid submission, e-auction shall take place. Even if there is one bidder for any tender for a particular plot such that even one of the offered purposes attracts additional 35% on the reserve annual rent according to SMP, Kolkata, then floor price for auction for the said plot will be enhanced by 35% over Reserve Annual Rent. Otherwise, Reserve Annual Rent will be the floor price for auction. The floor price thus determined shall be applicable for all the techno commercially qualified bidders for the plot.

7. In case yearly escalation(which is presently 7th April of every year) of SoR rates for SMP,Kolkata land and structure or their five yearly revision happens to occur during processing of tender, the annual reserve rent/upfront reserve rent for the property on tender shall be revised upward by considering yearly escalation (which is presently 2.5%) so as to be at par with the SoR rate in vogue. The floor price for auction shall also be accordingly determined. Even, if the above revision is effected after the auction is completed, the highest rate of the successful bidder will be enhanced, if required, so that under all circumstances, the accepted bid is more than the revised annual reserve rent. The successful bidder will be intimated the same at the time of issue of allotment letter by SMP,Kolkata

8. In case a bidder does not participate in the e-auction, his/her only bid will be that given in the Price Schedule format**.**
NOTE- If no one participated in e-auction and 35% not considered by bidder in price bid, then price will be enhanced by 35% if considered by SMP,KOLKATA **and the same will be**

binding on the bidder.

9. Price bids of the techno-commercially qualified bidders shall be opened **AFTER** the e-auction is over.

10. The bidder having given the highest final bid (after considering price given in the Price Schedule and that, obtained through e-auction) amongst all the bidders, shall be accepted as the successful (H1) bidder.

11. In case of Tie in rates in the tender, rebidding (submission of fresh price bid/re-auction or both as may be decided by SMP, Kolkata) will be invited from those bidders who have offered tied (and highest) Price Bid/Auction Bid with the tied Bid as the Floor Rate. Notice period for such auction shall not be less than three days. Participation in rebidding process is mandatory for the bidders concerned.

12. All taxes, as may be applicable from time to time, shall be payable extra above the final bid amount, if accepted by SMP, Kolkata as the highest received bid. At present, GST, Municipal tax and any
other applicable tax are payable extra as detailed in this tender document.

13. During e-auction, a willing bidder shall get time to submit bid or improve the same, as may be desired, until the scheduled closing time is over.

14. The scheduled closing time of e-auction shall be automatically extended, in case a techno-commercially qualified bidder submits a bid within eight minutes of scheduled closing time of e-auction. For example, if the scheduled closing time is at 17.00 hrs and a bid is submitted at 16.54 hrs, the e-auction will not close at 17.00 hrs but would be extended till 17.02 hrs. In case, a further bid is received at 17.01 hrs, closing time for e-auction shall be extended till 17.09 hrs. This extension will go on till no bid is received for eight whole minutes.

15. The plot of land/structure/ property will be allotted through this tender, subject to exercise of the option of 'FIRST RIGHT OF REFUSAL' , in case the bidder enjoying such right does not become the highest bidder in the composite method of evaluation by e-auction and price bid.

16. Accordingly, on completion of e-tender-cum-e-auction, the bidder enjoying the 'FIRST RIGHT OF REFUSAL' would be asked to inform within 7 days from the date of such communication as to whether they would outbid the annual rent offered by the highest bidder through the composite method of e-auction and Price Bid. In case, the bidder enjoying the 'FIRST RIGHT OF REFUSAL' agrees to this effect, they shall have to indicate an annual rent more than the highest bid received through such e-auction and Price Bid. In that event, the bidder enjoying the 'FIRST RIGHT OF REFUSAL' shall become the successful bidder.

17. In case, the bidder enjoying the 'FIRST RIGHT OF REFUSAL' fails to reply within the stipulated period or communicates their inability to outbid the annual rent/upfront quoted by the H1 bidder in the e-tender-cum-e-auction, they will have to hand over possession of the land (alongwith structure, if any) being tendered out, to SMP, Kolkata, within 3 months from the date of expiry of the aforesaid time frame or from the date of communication of the said bidder regarding their inability or refusal to outbid the annual rent/upfront quoted by the H1 bidder, whichever is earlier.

18. In case the bidder enjoying the 'FIRST RIGHT OF REFUSAL' happens to be the successful bidder through the e-tender-cum-e-auction, the question of exercising the 'FIRST RIGHT OF REFUSAL' will not arise.

19. As per the extant Land Policy Guidelines of the Ministry, SMP, Kolkata, is bound to obtain approval of the Ministry before allotment of land where cumulative lease period (i.e. existing/expired lease period + proposed lease period) is more than 30 years. Accordingly, for allotment of land in favour of any bidder enjoying the 'FIRST RIGHT OF REFUSAL', proposal would be forwarded to the Ministry after finalization of the tender, if that bidder enjoying the 'FIRST RIGHT OF REFUSAL' becomes the successful bidder. In that event, such bidder enjoying the 'FIRST RIGHT OF REFUSAL', would automatically be bound to extend the validity period of the offer, if required, and also accept any addition / alteration of the terms of the tender, if so made by the Ministry and communicated to SMP, Kolkata, in its approval.

20. Accordingly, participation of the bidder enjoying the 'FIRST RIGHT OF REFUSAL' in this tender is a must to exercise First Right of Refusal.

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APPENDIX - I

DECLARATION BY THE BIDDER

(To be read and agreed to and upload the same duly signed while submitting on-line bid)
N. I. T. No. SMP /KDS/LND/76-2020 dated 23.12.2020

I/We do hereby solemnly affirm and declare as follows:

I/We am/are a citizen(s) of India;

I/We have not been removed/ dismissed from service/employment earlier;

I/We have not been found guilty of misconduct in professional capacity;

I/We am not an undischarged insolvent;

I/We have not been convicted of an offence;

I/We have not concealed or suppressed any material information, facts and records and

I/We have made a complete and full disclosure.

I/We have not been delisted/debarred/blacklisted by any Govt. Ministry/ Department / PSU/ Autonomous Body/ Local Authority in connection with our business with them in any manner whatsoever, during last 5 years.

I/We having examined the Tender Document and having fully understood its content including the General Information & instructions to bidders and evaluation criteria, hereby submit our offer for allotment of SMP, Kolkata land/ structure / property as per this instant tender on "as is where is" basis through tender-cum-e- auction for the purpose as indicated in the appropriate format of this tender document.

I/We accept all the terms & conditions of the Tender Document**.**

I/We have deposited requisite Earnest Money and Tender Fee for the said tender as per procedure mentioned in Schedule of Tender.

I/We submitted copies of the required documents as mentioned in the Tender Document.

I/We have quoted the rate of annual rent above the reserve annual rent mentioned in the Tender Document.

I/We have examined and have no reservations to the Tender Document issued by SMP, Kolkata thereon.

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.

I/we understand that SMP, Kolkata reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such

acceptance, rejection or annulment without assigning any reason thereof.

I/We hereby undertake that we will abide by the decision of SMP, Kolkata in the matter of examination, evaluation and selection of successful bidder and shall refrain from challenging or questioning any decision taken by SMP, Kolkata in this regard.

I/We hereby undertake that in the event of furnishing any incorrect / false statement / scanned copy of any tampered document till commencement of the lease, the responsibility shall entirely lie with us and SMP, Kolkata shall have every authority to outright reject our bid with forfeiture of full amount of EMD without any opportunity of communication from our end and initiate further action, if deemed necessary by SMP, Kolkata.

In the above undertaking, 'I' stands for the individual or the proprietor and 'We' stands for bidders with other legal entity.

Signature of the bidder with office Seal

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APPENDIX – II

(SAMPLE LEASE DEED FORMAT)

Land. Long Term Company

THIS INDENTURE dated this day..... of…….…….....Two Thousand Nineteen and made BETWEEN THE BOARD OF TRUSTEES OF THE PORT OF Syama Prasad Mookerjee, Kolkata a body corporate constituted under the Major Port Trusts Act. 1963 (No.38 of 1963) PAN AAAJK0361L (hereinafter called the "TRUSTEES" or "SMP" which expression shall where the context so admits include their successors-in-office and assigns) of the ONE PART represented by ……..……..……..., Secretary, Syama Prasad Mookerjee Port, Kolkata, Father's Name ……... Kolkata G.P.O., P.S. Hare Street, Kolkata-700001, PAN AFKPP1761L

Date of Execution

AND

M/s. ……..., Address ……..., PAN …….. (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 represented by Sri (Name)……..., having permanent address at …….. (as per his AADHAAR no- ……..), PAN …….. WITNESSETH that in consideration of the rents and the covenants on the part of the lessee hereinafter reserved and contained the Trustees hereby demise unto the Lessee (through tender No. …….. approved vide Reso No. …….. dated …….. offered vide letter No. ..... dated .....and accepted vide letter no. .....dated.....) for the purpose of "……..." on "as is where is" basis ALL THAT piece of land msg. …….. sqm. at …….. (Address) (under plate code: …….. having tenant code: ……..) described in the Schedule hereto and more particularly delineated on Plan No. …….. 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 for the term of 30 [Thirty] years with effect from ……..., 2019 i.e. upto ……..., 2049, without any option of renewal thence next ENSUING YEILDING AND PAYING therefore unto the Trustees during the said term from the date of commencement of the present lease yearly base rent of Rs. …….. - (Rupees …….. only) *as quoted in tender for the 1st year* plus usual occupier's share of municipal tax on land which is at present 20.125% on rent and applicable other taxes subject to the right of the Trustees to enhance the base rent every year by 2.5% of the rent payable in the proceeding year with an additional provision to review and refix the base rent after every 5 years upto the then prevailing schedule rent, if the latter is found to be higher than the rent payable at that point of time and such rent whether demanded or

Purpose

Date of commencement of lease and the period

Option Clause

Premium and Rent payable

Rent escalation Reviewing & refixing of lease rent

Advance annual

not shall be paid to SMP, Kolkata on or before the 15th of each month / year succeeding that for which such rent is due or the annual rent and taxes shall have to be paid at the beginning of each year in advance within the date as may be specified in the rent bill and if the rent bills are not received by the lessee within the 10th day of the month in which the rent bill is supposed to be raised, duplicate bill will be required to be collected from the B.R. Section of Finance Department, Syama Prasad Mookerjee Port, Kolkata at 15, Strand Road, Kolkata – 700001 for the purpose of payment.

Payment

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 Govt. of India in the national interest or in the interest of the public using the same and restoring thereto and shall be desirous on any of these grounds of determining this present lease and of such their desire shall give at least 6 months' prior notice in writing to the Lessee then and in such case immediately on the expiration of the said notice this present lease and everything herein contained shall stand determined /cease and be void on payment of compensation in accordance with the formulation as may be approved by the Central Govt, but, without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition herein contained and subject to the provision hereinafter contained as to the building or structure, if any, on the demised land at the time of such determination and the Lessee shall have no claim against the Trustees for such earlier determination of this lease as aforesaid and the Lessee shall handover peaceful and 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.

Determination for Port Purposes/ Public requirement

Compensation payable for prior determination

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

(1) THAT the Lessee will during the continuance of the term hereby granted pay the said rents hereinbefore reserved and made payable or the revised rent as may be fixed hereafter as hereinbefore contained at the time and in the manner at and in which the same are hereinbefore reserved and made payable in time without any deduction barring statutory deduction.

Mode of payment of rent

(2) That 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 & duties, tolls, 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 any building or structure or storage tank thereon erected by the Lessee or the owner's or occupiers in respect thereof as hereinafter provided except the owners' share of Municipal taxes in respect of the demised land.

Payment of taxes, duties etc

(3) THAT if the Lessee is in arrears of rent at the prescribed rate and / or for other dues payable by the Lessee for the land in lease during the lease

Recovery of arrears of rent etc

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.

(4) 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.

Clearance required under Law and Statues

(5) That the Lessee will be required to obtain necessary clearance as may be required under Law and statutes including environmental clearances at his own cost and arrangements. The lessee will follow all safety norms as specified by the Competent Authority/Authorities and will also take all anti-pollution and environmental friendly measures in consultation with West Bengal Pollution Control Board and other such statutory organisations. That the lessee will be solely responsible for any pollution and environmental degradation arising out of the activities of the lessee and will also be required to take safety clearance as necessary from the Chief Controller of Explosives as per standard norms.

Obtaining Statutory clearances etc

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

The lessee shall have to take necessary environmental protection measures for which required provision would have to be made by the lessee.

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

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

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

Access of the Trustees staff to the demised land

(9) AND also that it shall be lawful for the Trustees, their agents and staff at any reasonable time or times 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 and erection for the time being under construction or erection or already constructed or for the purpose of constructing, laying, altering or maintaining any water-courses, drains, pipes, or electric wires in connection with any adjoining property, the Trustees filling up excavations made and otherwise making good any damage done to the demised land or to property of the Lessee 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 or inconvenience that the Lessee may suffer in this connection.

(10) AND will 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 or may 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

The lessee will not cause any nuisance, inconvenience, damage or danger to the demised land or to the owners and occupiers of adjoining / neighbouring land / premises.

Maintenance of sanitary condition

(11) AND shall at all times during the said term be bound to execute to the satisfaction of the Trustees and/or their staff all such works and observe and perform all such rules and conditions which shall appear to the Trustees and/or 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 into good sanitary order and condition.

Safety & Security

(12) THE Lessee will follow all safety norms as specified by competent authority(ies). The Lessee will also obtain all statutory clearances as may be required by law including environmental clearance at their own cost. The Lessee will also take all anti-pollution and environment friendly measures in consultation with West Bengal State Pollution Control Board and other statutory organisations for any pollution and environmental degradation, if any, arising out of their activities.

Observation of Laws, Rules etc

(13) That THE Lessee shall faithfully observe and follow all laws, rules, regulations and notifications whatsoever governing the use of the demised land and storage tanks/plants/machinery or structures, if any, erected or built thereon.

Boundary

(14) Lessee shall be required to demarcate the demised land with boundary walls, pillars or fencing immediately after taking over possession of the land if there is no such boundary wall and maintain such walls, pillars or fencing in good and proper condition during the said term and shall have to see that no other person or party may encroach upon any portion of the demised land to execute 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.

Display of Tenant Details

The lessee would display tenancy details (indicating old Plate Code, Area in Sq. Mtrs., Owner of land as SMP, Kolkata, name of tenant, type of tenancy and duration of lease) on boards of size 2' x 3' in at least two prominent places in the demised premises.

Excavations

(15) That the Lessee will not at any time during the said term without such

consent and/or permission of SMP, Kolkata, 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 excavation for the purpose of foundations for permanent buildings/underground storage facilities or structures, subject to the consent and permission of SMP, Kolkata.

Construction of culverts over water pipes etc

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

Arrangement of facilities/ amenities

(17) That once the plot of land is handed over, security, fire fighting and other civic facilities and amenities as required shall be the responsibility of lessee to arrange at the cost of the lessee from the Competent Authorities and to the satisfaction of all the authorities concerned. In case of any damage to the Trustees' property or neighbouring property, the lessee will have to bear all costs and consequences.

Electricity, Water Supply

That arrangement of electricity and water is the responsibility of the lessee, at the cost of the lessee, from the respective Competent Authorities. The lessee will be required to obtain permission for way leave license on payment of requisite charges as per SOR from the Trustees' for pipelines, electric lines, cable, etc. laid on the Trustees' land for such purposes.

Way leave permission

(18) For laying any pipeline, electric line, water line etc. on SMP, Kolkata land, lessee will have to obtain necessary way-leave permission from SMP, Kolkata and shall pay necessary charges as per Schedule of Rent.

Erection of structures

(19) That the Lessee will not at any time during the said term without the consent and/or permission in writing of the Trustees received beforehand, erect or cause to be erected any storage tank, building or structure or any permanent structure on the demised land or make any alternation or any addition whatsoever in or to any storage tank, building or structure which may hereafter be erected under/on the demised land with such consent and or permission.

All plans for development of leased property shall be got approved from Lessor.

The lessee shall be required to obtain prior approval from the lessor to erect any storage tank, structure or plant or machinery or pipeline or erection or other structural work on the demised land or make any alteration whatsoever. For the above, the Lessee will be required to submit Syama Prasad Mookerjee Port, Kolkata necessary plans and other allied drawings in quadruplicate of any storage tank, structure/plant/machinery/pipelines etc which Lessee may propose to erect together with a site plan in quadruplicate and no construction shall be allowed to be taken in hand until the plans are approved by the lessor and sanctioned by Kolkata Municipal Corporation

and other statutory authorities. The nature and type of the structure/ facilities 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.

Utilization of land

(20) That the lessee shall not use the demised land or any part thereof or any building or structure that may be erected thereon or any portion thereof for any purposes other than that for which the demised land is let out to the Lessee save and except with the previous consent of the Trustees obtained in writing. In case the lessee fails to do so, the lease shall be liable for termination.

Purpose of lease & gestation period

(21) The lessee shall utilize the leasehold premises strictly and only for the purpose for which it has been allotted . The lessee shall create facilities, if required and commence utilization of premises for which the land is leased within a period of 2 years from the date of handing over possession. In case of failure of the lessee to commence utilisation of the premises within stipulated period, the lease will be liable to be terminated. The lessee shall not utilise the premises for any unlawful, anti-national or criminal activities which is considered a serious breach of contract for which SMP, Kolkata will terminate the lease forthwith. The lessee will not allow the premises or part thereof to be utilised for any religious or political purpose.

Change of Purpose

Purpose of lease can be changed subject to compliance of formalities as in vogue only if the changed purpose is in conformity with the Land Use plan

Utilization of the demised land as shrine

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.

Transfer of lease

(22) The lease will be transferable on payment of transfer fee and other charges as per other terms and conditions stipulated by SMP, Kolkata and directive of Central Government in vogue at that point of time.

Subletting

THAT the Lessee will not transfer / assign / sublet or part with the possession of the demised land or the building or structures, if any, erected thereon or any part thereof, with anybody or with any organization without the prior consent of the Trustees . In case permission is granted, it may be on such terms & conditions as the Trustees may think fit. If permission is refused, the Trustees should not be called upon to assign any reasons for such refusal.

Mortgage of leasehold interest

(23) AND the Lessee will not offer the demised land or any portion thereof as security either in Court of Law or anywhere else. However, mortgage of leasehold interest including lessee's structure may be allowed with prior permission of Lessor obtained in writing on such terms and conditions as will be stipulated by the Lessor.

(24) 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 knowledge and/or information given, in writing to the Trustees.

Change of formation/composition/name of business

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

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

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

(26) 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.

Provision of dealing after expiry/ determination of the lease

(27) THAT after the expiration / termination / determination or forfeiture of the lease, 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 as per prevailing Schedule of Rent or as decided by the Trustees, till vacant possession is obtained. No compensation shall be paid by Trustees in case of not granting fresh lease after expiry of the present lease or termination/cancellation of lease due to breach of contract. Moreover, in the event of refusal to grant of fresh lease, Trustees shall not be made liable to assign any reason thereof.

Compensation for unauthorised use

(28) THE Lessee shall obtain at their own cost any trade or other "Licence" which may legally be necessary on account of their business.

Trade Licence

(29) Without prejudice to the Trustees' other rights reserved under these presents, it is hereby expressly agreed and declared that in case of default in payment of rent bills in respect of the demised land within the due date whether received or not, as herein provided, interest at 14.25% per annum shall be payable by the lessee on the outstanding rent dues.

Interest on outstanding

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

Statutory powers

(31) 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 3rd day subsequent to the day on which it was posted.

Service of notice

(32) THE lease after registration shall remain in the custody of the Trustees. The costs of preparing, stamping and registering the lease and incidental expanses of whatever nature, shall be borne by the Lessee and also the cost of a counterpart or a copy, if required by the Lessee.

Custody of the lease

(33) THE Lessee has deposited with the Trustees vide letter no. .....dated .....a sum of Rs. .....through DD / Pay order (TR no. .....) equivalent to 2 years' rent and occupier's share of municipal tax etc. on land as non interest bearing refundable Security Deposit for the due payment of the rent hereby reserved and due observance and performance of the covenants and conditions on the part of the Lessee herein contained. It shall be lawful for the Trustees to appropriate and apply the said sum towards the payment of rents or any moneys, loss, costs or damages due to or suffered by the Trustees in respect of or arising out of these presents. Should the Trustees desire not to exercise the said power or appropriation then after Trustees receive back vacant and peaceful possession of the demised land at the termination or determination of these presents the Trustees shall pay over such money to the Lessee or to their legal representatives which shall be a valid discharge as against the Trustees. Should the Trustees exercise the said power of appropriation so as in part to exhaust such money then upon the Trustees receiving back vacant and peaceful possession of the demised land at the termination or determination of these presents any balance not appropriated shall be paid by the Trustees to the Lessee or to their legal representatives which shall be a valid discharge as aforesaid. The Trustees shall not be bound to make any such appropriation and failure to do so at any particular time shall not be deemed to be a waiver. The Trustees shall be entitled without prejudice to the said power of appropriation to exercise any other rights or remedies that the Trustees may in law or under these presents have before making any such appropriation and may subsequently after the exercise of any such rights effect such appropriation.

Security deposit

Provided further that in the event of the rent being increased at the time of enhancement of the rent during the period of the lease, the Lessee shall forthwith whether demanded or not by the Trustees deposit whatever additional security as the Trustees may require according to their rules as then applicable to the tenancy.

Additional Security Deposit due to escalation in rent

And provided again that for the purpose of this clause rent shall mean to include besides the monthly rent payable at any point of time during the validity of the lease such municipal rates, all cesses and other statutory taxes as are leviable at that point of time.

(34) THE Lessee shall not exhibit or allow to be exhibited any advertisement or placards or other mode of representation on, above or within or outside the demised land and/or the buildings 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 themselves subject to the Lessee complying with the Municipal, Police or any other Laws, Rules or Regulations for the same for the time being in force.

Exhibition of advertisement etc

(35) 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 all 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 Estate Manager (SMP, Kolkata) of the Trustees shall in his absolute discretion think fit and proper. For the purpose of this clause the said Estate Manager is to be deemed an Arbitrator appointed by the Parties: PROVIDED ALWAYS that in the event of a 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, claims or actions whatsoever that the Trustees may be put to or the Trustees may in anywise incur in anyway relating thereto or arising there from.

Encroachment & Indemnity

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

1. THAT Trustees 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 and erections that may hereafter be erected thereon by the Lessee who will pay occupier's share of municipal tax on land and entire municipal tax on structure to be erected by Lessee.

Payment of owner's share of taxes

2. AND that the Lessee paying the rent hereby reserved and performing and observing each and all the several covenants, conditions and agreements herein contained and on their part to be performed and observed shall and may peaceably and quietly hold the demised land during the term hereby granted or any extension thereof without any lawful interruption or disturbance from or by the Trustees.

Peaceful holding of the land by the Lessee

PROVIDED ALWAYS and these presents are upon the express condition that if the said monthly/ yearly 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 shall at any time commit a breach of or fail or neglect 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 shall become insolvent or commit an act of insolvency or be adjudicated insolvent or enter into a composition or arrangement with their creditors or if the lessee being a company or corporate body shall go into liquidation or be wound up whether compulsorily or voluntarily (except for the purpose of amalgamation or re-construction) 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 re-possessed and enjoyed as if these presents had not been made but without prejudice to any right of action or remedy or the Trustees in respect of any antecedent breach or non-performance or non-observance of any of the covenants and conditions by the Lessee herein contained.

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

PROVIDED further and these presents 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 utilise for the purpose for which the land is demised within the period of two years from the date of lease. The Trustees shall be at liberty immediately thereafter to resume the demised land after giving one month 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' Estate Manager shall be final and conclusive and that for unauthorised occupation it would be dealt with the provision of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971. Provided however that the Lessee shall remain liable for payment of all rents, taxes, charges, compensation etc. for the period until possession of the demised land is delivered to the Trustees by the Lessee.

Development and utilisation of the lease hold land

AND it is also hereby agreed and declared that the Lessee may at any time prior to the expiration of the said term of thirty years or previous determination under the provision for determination first hereinbefore contained remove at their own cost all buildings and erections, factories, structures fixtures if any, erected or set up by or belongings to the Lessee on the demised land and all buildings, factories, structures, fixtures, storage tank and erections, not so removed shall at the expiration or previous determining of the said term of thirty years as the case may be become the absolute property of the Trustees without payment to the Lessee of any compensation therefore whatsoever PROVIDED THAT on any such removal the surface of the demised land shall be restored and levelled by the Lessee at their own costs as it was at the time of this lease and to the satisfaction of the Trustees.

Transfer of the ownership of the Lessees' structures to the Trustees at the expiration of the term etc

PROVIDED ALSO and it is hereby also agreed and declared that, notwithstanding anything hereinbefore contained in it, if this lease shall be determined by the Trustees by at least six months' Notice in writing if the land is required for the purpose of port or public or the national interest under the power in that behalf hereinbefore reserved, the Lessee shall be entitled any time after such notice and before such determination to give notice in writing to the Trustees requiring them to purchase all buildings, structures, fixtures and erections erected by the Lessee with the consent and or permission of the Trustees in writing, as provided in clause 6 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 shall be given, the Trustees may if they so decide to purchase such buildings or structures, fixtures and erections accordingly (but without plant and 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, fixtures and erections as aforesaid, the price to be paid therefore shall be assessed by Trustees. Provided, however, and it is expressly agreed by and between the parties that in the event of the Trustees deciding to purchase as aforesaid if any dispute or difference shall arise between them as to the amount of the said price to be paid to the Lessee as aforesaid or as to the manner or ascertainment or calculation of the same, such disputes or differences shall be referred to the arbitration of two independent persons, one to be appointed by each party with power to the arbitrators to nominate an third

Compensation for structure erected by lessee in case of termination of lease for Public Interest

Arbitrator as Presiding Arbitrator before proceeding with such reference and this agreement shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and the said arbitration proceedings shall be governed by the provisions contained in the said Act, or any statutory modification thereof, and the decision of such Arbitrators and/or third Arbitrator as Presiding Arbitrator as the case may be, shall be final and binding on both the parties.

After expiry or termination or determination of lease, if the LESSEE does not vacate the land within the due date, compensation @ 3 times the annual lease rent rate last paid to be charged from due date up to the date of handing over the demised premises to Trustees in peaceful, unencumbered and vacant condition.

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

Dispute Resolution by Amicable Settlement

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

Assistance of Expert

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

Arbitrators

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

Place of Arbitrations

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

English Language

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

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

Enforcement of Award

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

Fees and Expenses

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

Performance during Arbitration

IN WITNESS WHEREOF the Trustees have hereunto caused their Common Seal to be affixed and the Lessee have executed this lease the day month and year first above written.

GIVEN under the Common Seal of
The Board of Trustees of the Port of
Syama Prasad Mookerjee Port, Kolkata and duly signed in the presence
of……

_____
Secretary, SMP, Kolkata
Name…….
Father's Name ……
Address……

SIGNED sealed and delivered for
and on behalf of the above named
M/s. …….
in presence of :.....
Name…….

_____

s/o ……,
Address……..

THE SCHEDULE HEREINBEFORE REFERRED TO:

The said piece or parcel of land measuring about …….. sqm. at …….. …….. Police Station- …….. …….. …….. Dist: Kolkata / Howrah (under plate code : …….. having tenant code: ……..). It is bounded on the North by ……., on the South by ……., on the East by ……... and on the West by …….. , more delineated on the Plan no: …….. hereto annexed and thereon shown in green border.

…….

APPENDIX – III

Self declaration of the bidder as to the amount of admitted Estate port dues in SMP, Kolkata as on the day of NIT

(Bidder to be download, print, fill in completely, scan and then upload the same)

N. I. T. No. SMP /KDS/LND/76-2020 dated 23.12.2020

Type of occupation	**Plate No.**	**Name of lessee/ licencee**	**Outstanding dues as on the date of NIT (in Rs.)**	**Remarks**
Lease				
Licence				
Foreshore occupation				

☐ The above statement is true to the knowledge and belief of the undersigned and subject to acceptance by SMP, Kolkata.

☐ We hereby agree that in case there are unpaid dues, we are allowed to participate in tender, only on the condition that we shall pay the total Annual rent for the entire period on upfront basis on becoming successful bidder and before allotment of the plot, failing which our EMD may be forfeited in full.

Signature of Bidder

Rubber Stamp

•••••••

APPENDIX – IV

CA FIRM LETTER HEAD

Networth Certificate

(Bidder to be download, print, fill in completely, scan and then upload the same)

To
The Estate Manager (R&D)
Syama Prasad Mookerjee
Port, Kolkata

This is to certify that the Networth of M/s.....(PAN.....) as on 31st March, 2020 is Rupees .....only.

We further certify that:

The computation of Networth has been computed as per Eligibility Criteria of the bidder vide clause No. 9 of Annexure V of tender bearing **N. I. T. No. SMP /KDS/LND/76-2020 dated** 23.12.2020 for allotment of land/ structure / property under Syama Prasad Mookerjee Port, Kolkata. The aforesaid networth has been verified from the Balance sheet of the Financial Year 2019-20. Thus, the undersigned/ under signee Chartered Accountant is confirming the correctness of the value indicated on this letter.
Possession of TAN for M/s…….. is applicable/ not applicable for the bidder(Score out whichever is not applicable).

Place:.....
Date:.....

For (Name of the Chartered Accounting Firm)

Name of the Partner / Proprietor Signature of Bidder

Membership Number Rubber Stamp Rubber Stamp

UDIN

:

APPENDIX – V

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

GENERAL ADMINISTRATION DEPARTMENT
ESTATE DIVISION
15, Strand Road,
Kolkata – 700 001
Website: www.smportkolkata.shipping.gov.in

Part – II: Price Bid

PRICE SCHEDULE
(only to be quoted online while submitting price)

Allotment of plot of land/ structure / property against
N. I. T. No. SMP /KDS/LND/76-2020 dated 23.12.2020

Plot No. [Will be put by the bidder]	**Plot Description** [Will be shown by the systems automatically]	**Total Area in sq. m.** [Will be shown by the systems automatically]	**Reserve Annual rent in Rs. (Taxes extra)** [Will be shown by the systems automatically]	**Whether 35% extra on Reserve Annual rent or Not** [Bidder to enter „O" (ZERO) or „1" (ONE)] as per offered purpose as mentioned in the evaluation criteria of this tender document]	**Applicable Reserve Annual Rent in Rs. (Taxes extra)** [will be displayed by the system]	**Premium in Rs. (excluding tax)** (To be quoted by the bidder) [Here, premium is the additional / extra amount over the Applicable Reserve Annual Rent offered to be paid by the bidder]	**Final quoted value in Rs. (Taxes extra)** [Will be shown by the systems automatically]

.....

BANK GUARANTEE PROFORMA

Draft Proforma of Bank Guarantee, to be issued by the Kolkata Branch, of any nationalized Bank of India on Non-Judicial Stamp Paper worth Rs.50/-

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To
The Board of Trustees
for the Port of
Kolkata.

BANK GUARANTEE NO……DATE……

Name of issuing Bank……

Name of Branch…….

Address……..

In consideration of the Board of Trustees of the Port of Syama Prasad Mookerjee, Kolkata, a body corporate - duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), having agreed to allot

Shri/Smt/ Messrs……. a proprietary / Partnership / Limited/ Registered Company, having its Registered Office at..... .....(hereinafter referred to as "The lessee") PLOT NO_____ under Tender No_____(PlateNo_____) in terms of allotment letter no …… …… dated ……for due fulfilment of all the terms and conditions stated in the said allotment letter by the lessee on submission of a Bank Guarantee for Rs……(Rupees…… ……) being equivalent to first___years' Annual rent with escalation we, Branch, Kolkata……...……do on the advice of the lessee , hereby undertake to indemnify and keep indemnified the Trustees, Syama Prasad Mookerjee Port, Kolkata to the extent of the said sum of Rs …… (Rupees .....) We……Branch, Kolkata ……, further agree that if a written demand is made by the Syama Prasad Mookerjee Port, Kolkata through any of its officials for honoring the Bank Guarantee constituted by these presents, We,……. Branch, Kolkata shall have no right to decline to cash the same for any reason whatsoever and shall cash the same or part of

the dues as may be demanded by Syama Prasad Mookerjee port, Kolkata and pay the sum so demanded to Syama Prasad Mookerjee Port, Kolkata within a week from the date of such demand by an A/c. Payee Banker's Cheque drawn in favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the lessee and Syama Prasad Mookerjee Port, Kolkata, this would be no ground for us,…….(Name of Bank),…… ……. Branch, Kolkata to decline to honor the Bank Guarantee in the manner aforesaid. The very fact that We, ……Branch, Kolkata , decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for Syama Prasad Mookerjee Port, Kolkata to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the lessee.

2. We, ... Branch, Kolkata, further agree that a mere demand by Syama Prasad Mookerjee Port, Kolkata at any time and in the manner aforesaid, is sufficient for us, Branch, Kolkata , to pay the amount covered by this Bank Guarantee in

full or in part and in the manner aforesaid and within the time aforesaid without reference to the lessee and no protest by the lessee, made either directly or indirectly or through Court of Law can be valid ground for us, …… Branch, Kolkata , to decline or fail or neglect to make payment to Syama Prasad Mookerjee Port, Kolkata in the manner and within the time aforesaid.

3. We, ……. Branch, Kolkata , further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance/remittance of Port Dues by the said lessee and that it shall continue to be enforceable till all the dues of Syama Prasad Mookerjee Port, Kolkata under and/or by virtue of the terms and conditions of the said Allotment Letter/Lease Agreement have been fully paid and its claim satisfied and/or discharged in full and/or till Syama Prasad Mookerjee Port, Kolkata certifies that the terms and conditions of the said Allotment Letter/Lease Agreement have been fully and properly observed/fulfilled by the lessee and accordingly, Syama Prasad Mookerjee Port, Kolkata have discharged the Bank Guarantee or part thereof , subject however, that this guarantee shall remain valid up to and inclusive of

…….day of ……..20……and subject all so that the provision that Syama Prasad Mookerjee Port, Kolkata shall have no right to demand payment against this guarantee after the expiry of 6(six) calendar months from the date of expiry of the aforesaid validity period up to

……. or any extension thereof made by us, ……..Branch, Kolkata , in further extending the said validity period of this Bank Guarantee on a Non-Judicial Stamp Paper of appropriate value, as required / determined by Syama Prasad Mookerjee Port, Kolkata only on a written request by Syama Prasad Mookerjee Port, Kolkata to the lessee for such extension of validity of this Bank Guarantee.

4. We, ……. Branch, Kolkata , further agree that, without our consent and without affecting in any manner our obligations hereunder, Syama Prasad Mookerjee Port, Kolkata shall have the fullest liberty to vary from time to time any of the terms and conditions of the said Allotment Letter/Lease Agreement to extend the time for full performance/remittance of Port Dues of the said Allotment Letter/Lease Agreement including fulfilling a obligations under the said Allotment Letter/Lease Agreement by the lessee or to postpone for any time or from time to time any of the powers exercisable by Syama Prasad Mookerjee Port, Kolkata against the lessee and to forebear or enforce any of terms and conditions relating to the said Allotment Letter/Lease Agreement and We, …….. Branch, Kolkata shall not be relieved from our liability by reason of any such variation or extension being granted to the lessee or for any fore-bearance, act or commission on the part of Syama Prasad Mookerjee Port, Kolkata or any indulgence by Syama Prasad Mookerjee Port, Kolkata to the lessee or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us, Branch, Kolkata.

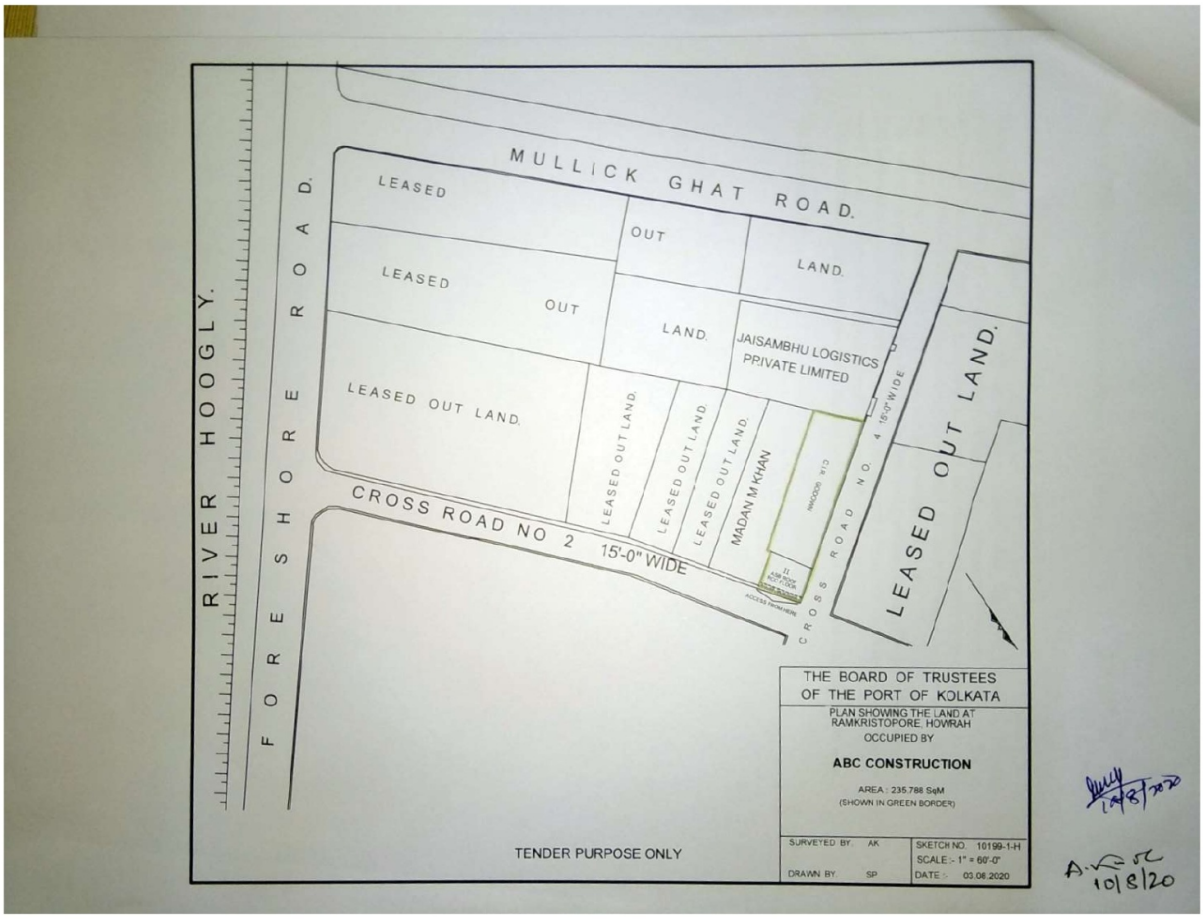
5. We .....Branch, Kolkata, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of Syama Prasad Mookerjee Port, Kolkata in writing.

SIGNATURE……..……
NAME……
DESIGNATION……..……

(Duly constituted attorney for and on behalf of)
BANK……
BRANCH……..……
Kolkata……

(OFFICIAL SEAL OF THE BANK)

Sketch of Plot



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