Notice Inviting Tender

N. I. T. No. SMP/KDS/LND/79-2020 dated 23.12.2020

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
GENERAL ADMINISTRATION DEPARTMENT
ESTATE DIVISION
15, Strand Road,
Kolkata – 700 001
Website: kolkataporttrust.gov.in

E-Tender under two-part system (Part I: Techno-Commercial Bid and Part II: Price Bid) f***or*** "**Allotment of Structure at Cross Road No.3 and Cross Road No.4, Ramkrishtopur, with First Right of Refusal for Plot No. D3 as detailed in Annexure I in this tender document, on license of 05 years *on 'as is where is' basis,*** without renewal option, against payment of annual rent 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 (h ttps://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 are 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/107/KOLKATA/20-21/24265
b.	MODE OF TENDER	e-tender System by Online Part I - Techno-Commercial Bid and Online Part II - Price Bid through **ww.mstcecommerce.com/auctionhome/kopt/idex.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 at **www.mstcecommerce.com/auctionhome/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

INDEX

Sl. No.	Contents	Annexure / Annex No.	Starting Page No.
1.	NIT	---------	1
2.	Plot details	Annexure –I	4
3.	Important instructions to E-Tenderer	Annexure – II A& IIB	5
4.	Guidelines for remittance of tender fee & EMD	Annexure – III	12
5.	General instructions to the bidders	Annexure – IV	15
6.	General information to the bidders	Annexure – V	17
7.	Conditions of license	Annexure –VI	23
8.	Evaluation criteria	Annexure –VII	30
9.	Declaration by the Bidders	Appendix – I	33
10.	License Deed Form	Appendix –II	35
11.	Port dues as on the day of NIT	Appendix –III	36
12.	Net worth Certificate	Appendix –IV	37
13.	Price Schedule format	Appendix –V	38
14	B.G. FORMAT	Appendix –VI	39
15	Sketch plan of the plot of land concerned	.....	42

Annexure –I

DETAILS OF PLOT-D3

N. I. T. No. SMP/KDS/LND/ 7*9*-2020dated 23.12.2020

Plot No.	**Name of Plot**	**Name of FRR**	**Area to be licensed Out (Approx. in Sqm.)**	**Reserve Annual Rent (taxes extra) (in Rs.)**	**List of permitted purposes of license** **(Bidders to offer purpose from this list)**	**EMD (in Rs.)**
D3	Structure at Cross Road No.3 and Cross Road No.4, Ramkrishtopur`	**M/s Cal(India)**	238.524	2,12,125/-	Mercantile Building, Storage Building, Business Building, Assembly Building,(Club, political & religious purpose are not permitted)	21,213/-

Annexure –II-A

Part – I: Techno-Commercial Bid

N. I. T. No. SMP /KDS/LND/79-2020 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) 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.

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

2) Bidders will receive a system generated mail confirming their registration in their e-mail ID which will be provided during filling in the registration form. 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 Extension, 1st Floor, Fairlie Warehouse, Strand Road, Kolkata – 700 001 Contact No.03371012455 E-mail id: estate.tender@kolkataporttrust.gov.in	2. Name: Sri S. Dasgupta Estate Division Extension, 1st Floor, Fairlie Warehouse, Strand Road, Kolkata – 700 001 Contact No.03371012429 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. iv) Signing type digital signature v) JRE software to be downloaded and installed in the system. To enable ALL active X controls and disable 'use pop up blocker' under Tools →Internet Options→ custom level. The system requirements are as follows: • Operating System- Windows 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 =>Disable "Use Pop-up Blocker" • Java (Latest is JRE 8 Update 121 – File name Windows X-86 Offline) To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied. • Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode". • Other Settings: Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage". **For details, refer to the "Bidder Guide" and a video guide available under "View Video" Link.**
2.	**Format of Bid:** (A) Part I :Techno-Commercial Bid 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: (i) Price Bid submission**:** As detailed in Annexure VII of this tender document. (ii) Price Bids Opening: 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) :** Date &time of e-auction will be intimated separately to the Techno-Commercially qualified bidders by **SMP**, Kolkata /MSTC through e-mail with 5 days' notice. Once the e-auction amongst the qualified tenderers is over, the Price Bids will be opened. **Also Notice for e-auction will be hoisted in MSTC's Web site.**

	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. **(iii) H1 bidder/Successful Bidder**: The highest rate received through e-auction and the highest Price Bid will be compared and the higher between the two will be accepted as the H1(successful) bid and the bidder offering such H1 bid will be treated as the successful bidder (H1 bidder) for the concerned plot. **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	**Submission of on-line bid:**
3.1	The bidder(s), who has /have submitted the above fees, can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com→ Port License 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 technically qualified bidders
3.2	The bidder should allow to run Java Enryption 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.
3.3	After filling in the Common Terms bidder should click 'save' for recording their Commercial bid. Then the link for Techno-Commercial Bid would be activated and the bidder should click on 'save' for recording their Techno-Commercial bid subsequently. Once the same is done, the Price Bid link becomes active and the same has to filled in and then bidder should click on "save" to record their price bid. Once both the Techno-Commercial bid & Price bid are saved, the bidder can click on the "Submit" button to register their bid.
3.4	**Bidder's alertness / duty:**
3.4.1	All prospective bidders are requested to see the website before submission of tender to ensure that they have not missed any extension or any other notice/ corrigendum/ addendum/ clarifications, if any, uploaded against the said tender.

3.4.2	All correspondence to the bidder(s) 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 and updated at the stage of their registration with MSTC.
3.4.3	**Uploading of documents:** Bidders are advised to use 'Attach Docs' link in the bidding floor to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for uploading is 4 MB. For further assistance, instructions of Vendor Guide are to be followed.
3.4.4	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.
4.	**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.

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 alongwith Digital Signature at the time of submission of their bid.

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

N. I. T. No. SMP /KDS/LND/79-2020 dated 23.12.2020

ANNEXURE II B

DOs and DONTs FOR BIDDERS PARTICIPATING IN LAND TENDERS

 # A detailed list of Instructions to bidders for E-Tender is given with the Tender Document as Annexure-II. Read the instructions carefully before bid submission

WHAT BIDDERS SHOULD DO:

Get yourself Registered with MSTC website **h ttps://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 **SMP,Kolkata**. It is crucial that you **f ully 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. E-Sourcing systems may slow down and crash when trying to upload multiple documents close to bidding deadlines.

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

Check websites of www.smportkolkata.shipping.gov.in,, CPP Portal https://eprocure.gov.in/epublish/app) and **h ttps://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 information 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 a 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_h ttps://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 Land" 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 documentation

Don't Submit invalid documents/certificates.

Don't Enter false data/forged documents specially regarding Net Worth/Purpose of Land. Such act shall 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 Net Worth Document will lead to forfeiture of EMD.

…….

ANNEXURE –III

Guidelines for registration & remittance of tender fee and EMD

N. I. T. No. SMP/KDS/LND/79-2020 dated 23.12.2020

Contents:

A. Prior Registration with MSTC for e-bidding:

B. Payment Through The "Smarthub" page

C. Refund of EMD:

A. PRIOR REGISTRATION WITH MSTC FOR E-BIDDING:

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

a) Name of the bidder

b) (i) PAN of the bidder (ii) GST No. of the bidder (iii) TAN 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 wherever applicable. Else to mention NA (Not Applicable).

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**. The bidders are required to remit the tender fee and EMD separately for easy identification of the respective amounts deposited by each bidder.

B. PAYMENT

1. Payment Gateway:

The bidder shall have to login to MSTC portal to access the site for Port License 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 microsite 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 Prticipate;

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.

d) 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/her in the above 2a, 2b and 2c under B. 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

After making payment by this mode, the bidder would login to the e-Tendering portal of 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.

5. Details of various payment options

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 mode 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.

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.

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. KoPT;
(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 aprintout 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.

C. Refund of EMD (Without Interest):

1. 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**

2. In case of successful tenderer, the EMD shall not be refunded, and instead, the same shall be adjusted with the amount with any or all of the following: (i) Security Deposit (ii) Upfront Rent (iii) Annual Rent prior to allotment of the plot.

3. Refund of EMD to any bidder for any plot shall be made online to their respective accounts as per particulars already furnished by them during registration with MSTC.

…….

ANNEXURE - IV

Part – I: Techno-Commercial Bid

N. I. T. No. SMP /KDS/LND/7*9*-2020 dated 23.12.2020

GENERAL INSTRUCTIONS TO THE BIDDERS

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 (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.

G ENERAL INFORMATION TO THE BIDDERS

N. I. T. No. SMP /KDS/LND/79-2020 dated 23.12.2020

1. **Plot Details:** As per Annexure –I of this tender document. The relevant sketch is attached with this tender document.

2. Allotment:-

The plot of land/ structure / property will be allotted in a single parcel and 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 licensee.

3. **Warehousing**:-

If a bidder indicates the purpose of license as 'warehousing', such a bidder, as a licensee, shall have the authority to offer the warehouse or part thereof on hire to the third party, for warehousing purpose, at the risk and responsibility of the licensee concerned, provided the licensee will have overall control over the premises. The same principle shall be implied in case of usage for any other approved purposes also.

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 licence 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. Proposed purpose of license:-

The licensee 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 above tables 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 during online bid submission. 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 the tables under Annexure – I shall be enhanced by 35% for all general non-industrial uses, except the following:-

- Govt. and Govt. aided educational Institutions and Research organizations;
- 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 licensee 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 attracting 35% the base rent or not.

The licensee shall have to commence utilizing the allotted plot of land within a period of **6 months from the date of commencement of license** (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**:-

(a) **"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, places of worship, dance halls, club rooms, gymkhanas, passenger station and terminals of air, surface and other public transportation services, recreation piers and stadiums;

(b) **"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;

(c) **"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;

(d) **"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).

(e) **" 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;

(f) **"Parking"** includes self use and also for use by any third party without any right of possession.

SPECIAL 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) Net worth of bidder at the end of the most recent financial year, certified by a Chartered Accountant, should be more than 12 months reserve license fee (excluding taxes).

(iii) Non-pendency of mutually admitted Port Estate dues (for all plates of the prospective tenderer in KDS) on the date the NIT (applicable for existing licensee of other plot and/ or renewal of license 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 newspaper, such dues need not be paid to become eligible to participate in tender- cum –e-auction.

In case there are any unpaid mutually admitted dues, the prospective tenderer may be allowed to participate in tender, only if he/she agrees to pay on Advance payment option on becoming successful bidder.

SPECIAL NOTE:

(a) If the ARR of the licensed plot as indicated in Annexure I is less than or equal to Rs. 6.00 lakhs, no Networth criterion will be applicable. Bidders for such plots are not required to submit Networth Certificate.

(b) If the ARR of the licensed plot as indicated in Annexure I is more than Rs. 6.00 lakhs, Networth of the bidder should be **more** than 12 months' reserve license fee (excluding taxes).

In the event of failure of any bidder to fulfil this condition, the techno-commercial offer of the bidder concerned will be considered provided the bidder agrees to pay the sum total of license fees for five years in advance. 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.

(c) The formula for calculation of Networth will be as follows:- [{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. **Inspection of site:-**

Prospective tenderers are advised to contact Shri S. Dasgupta, at 03371012455 or Smt. P.Ghosh Majumdar at 03371012429 in advance, during office hours (i.e. from 09-30 hours to 17-30 hours), regarding arrangement of site inspection. No cost incurred by the tenderers in preparing their offer or attending inspection of the site will be reimbursed by the **SMP**, Kolkata.

11. Deemed inspection:

Irrespective of participation in the site-inspection, the tenderers shall be deemed to have inspected the respective plot(s) before submission of offer and to have considered all relevant aspects necessary for submission of offer.

12. Query pertaining to bid:

(i) Bidders may send advance queries to the Contact Officers by e-mail at estate.tender@kolkataporttrust.gov.in within the time schedule mentioned above. ***However, no separate reply to the queries shall be made.***

(ii) Prospective bidders are advised to visit the website (i.e. (i.e. **w ww.mstcecommerce.com/auctionhome/kopt/index.jsp**,https://eprocure.gov.in/epublish/app & www.smportkolkata.shipping.gov.in,) upto the date (or revised date, if any) of submission of tender.

13. Tender Downloading:

(i) For reading and not for bidding:-

Tender Document has been hoisted in the website www.kolkataporttrust.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.**

14. 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 license

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

(v) In case of deviation from any of the terms & conditions of the offer of licence 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 as well as before finalization of tender.

(viii) 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.

15. Validity:

The offer shall be kept valid for a period of 180 days from the date of closing of the techno-commercial part 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:-

SMP, Kolkata and MSTC shall not be responsible for any problem at the bidder's end like failure of electricity, loss 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, 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:** Kolkata Port Trust 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 respons.if the tender: -

(i) is received by the due date (including extended period, if any).

(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 or in the Standard License Deed Form.

21. Clarifications:

To assist in the process of evaluation of Tender, **SMP, Kolkata** may, at its sole discretion, ask any bidder to provide additional documents / details or **SMP, Kolkata** may seek clarifications in writing from any bidder regarding its offer. The request for providing such additional details / documents and / or clarification and the response shall be in writing through e-mail as provided above.

22. Confidentiality:

Information required by **SMP, Kolkata** from the bidder (s) for the purpose of examination, evaluation etc. 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 relicense.

23. Acceptance to Port's offer of allotment:

After finalization of the tender through e-tender-cum-e-auction, the offer of allotment of land will be made to the successful tenderer. The successful tenderer shall be required to formally accept the terms & conditions of the offer of license and remit requisite amount as per **Terms of payment of licence fee as mentioned under** within a period as will be specified in the offer letter, failing which the offer shall stand cancelled and the Earnest Money deposited by the tenderer shall stand forfeited. The possession of the plot of land concerned will be handed over after completion of the required formalities including payment as will be specified in the offer letter.

SPECIAL NOTE:

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.

……..

Annexure- VI

Part – I: Techno-Commercial Bid
N. I. T. No. SMP /KDS/LND/79-2020 dated 23.12.2020

CONDITIONS OF LICENSE

1. Licence:-

(i) Licence Period: **05 years** from the date of hand over of the properties without any option for renewal.

(ii) Licence Agreement: The licensee will be required to execute & register a Licence Agreement on non- judicial Stamp Paper of Rupees fifty in respect of the demised land at his/her own cost, after making all requisite payment related to the proposed Licence of land within a period of 90 days from the date of handover of the land/ structure.

(iii) Preparation cost of Licence Agreement -The licensee shall be required to pay Rs 3,400/-plus G.S.T as applicable to **SMP, Kolkata** towards the cost of licence form and plans.

(iv) Registration of License Agreement:

a) The Licence Agreement, after registration, shall remain in the custody of the licensor (i.e. **SMP, Kolkata**).

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

c) In case of Advance payment, stamp duty is charged @ 6% or 7% of the aggregate of Advance premium, 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 05 years annual Licence fee duly escalated @2.5% per year depending on whether the amount is upto Rs. 1 Crore or more . For further understanding, the relevant website (www.wbregistartion.gov.in) may be consulted

(v) A representative format for Licence Agreement, marked as **APPENDIX –II,** to be hoisted as addendum **i**s enclosed with this tender document. The applicable format may have to be suitably amended depending on the terms for the respective plot.

(vi) On expiry of the aforesaid licence period of 5 (five) years, if the same plot is included in tender-cum-auction for further allotment for the purpose **of licence**, the existing licensee may get 'First Right of Refusal' for the same purpose in such tender-cum- auction, provided, he/she does not have any breach of the terms and conditions of licence and applies for FRR right in advance subject to the condition that the then Land Policy Guidelines of Govt. of India would not prohibit such arrangement. The option of 'First Right of Refusal' will be extended only to existing licensee.

2. Change of Purpose:-

The licensee shall follow the purpose of licence strictly as mentioned in the offer. Request, if any, for the change of purpose for any of the plots from what is offered, at any stage after handover of the plot, shall be considered by **SMP, Kolkata** at its discretion at the material time, depending on the merit of the case, in terms of the then Land Policy.

3. Security Deposit:-

(i) Licensees would pay S.D. equivalent to 50% of the offered annual licence fee (plus Administrative deposit @35% for land and 15% for structure) for land and/or structure.
(ii) In case licensee pays the total licence fee in advance for 05 years, only one month's licence fee (plus Administrative deposit @ 35% for land and 15% for structure) for land/or structure is to be deposited as Security Deposit.

(iii) The successful bidder shall remit Security Deposit through A/c Payee Cheque/pay order drawn in favour of 'Kolkata Port Trust' or by Online mode as may be decided by **SMP, Kolkata** before taking over possession of land.

The successful bidder may convert the EMD into SD and pay the balance SD.

(iii) The SD shall be refunded without interest after handing over vacant, unencumbered, peaceful possession of land to **SMP, Kolkata**, subject to deduction of outstanding dues, if any.

4. Boundary Wall (In case of allotment of land)
The licencee may construct boundary wall around the demised land (as would be demarcated by Estate Division) at his own cost and no payment for such boundary wall will be made to the party after expiry of License period.

5. Way leave:-
For installation of permanent pipelines/conveyors, other service lines etc. through **SMP, Kolkata** estates outside the license lands, way leave permission from Estate Manager(R&D), **SMP, Kolkata** will have to be separately obtained against remission of necessary charges for the same.

6. Subletting /Transfer:
(i) No subletting or parting with possession of the licensed land will be allowed.
(ii) However, transfer of the licensed land may be allowed as per terms & conditions (including payment) to be stipulated by **SMP, Kolkata**.
(iii) In case of transfer of the 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 point of time, the transferee shall remain responsible for compliance of all terms & conditions of license deed, for the balance period of license.

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 permanent installation/construction within licensed land/ Structure shall be allowed. If the Licensee desires to make some light modification/addition to use the plot gainfully, the same can be done subject to approval of **SMP,Kolkata**.

9. Indemnity:-

The licensee 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 whatever, 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 licensee 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 within license period:-

Licensed land may be surrendered to **SMP,Kolkata** any time after **Six** months from commencement of license. For any surrender of license, at least 01 (one) month's notice will be required.

For surrender within first year of commencement of license: The license fee already deposited for the first year shall not be refunded even in part.

For payment of five years' rent in advance, refund will be made for the remaining four years without interest after deduction of GST and tax already collected.

For surrender beyond first year of commencement of license: The license fee for the entire year in which the date of surrender falls, shall be retained.

For payment of five years' rent in advance, refund will be made for the remaining years without interest after deduction of GST and tax already collected. For example, in the event of surrender on any day in the 2nd year, refund of rent for remaining three years shall be made after deduction of GST and tax already collected.

11. Termination of licence:-

SMP, Kolkata reserves the right to terminate the **licence without refund of any amount on account of rent** and cancel the Agreement (in case there is any agreement), if there is any breach of terms and conditions of **licence** 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 NOC for the same.

13. Statutory Clearances for all plots:-

The licensee 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. Terms of payment of licence fee:-

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

(i) The successful bidder shall make full payment towards 1st year's advance licence fee including taxes and duties [GST and occupier's share of Municipal Tax on land only and any other tax(es), if in vogue at the material time] as well as security deposit (SD) by way of A/c Payee Cheque/Pay Order drawn and four post dated A/c Payee cheques in favour of 'Kolkata Port Trust' **(or fill in ECS Mandate Form of the Bank for yearly advance payment for 2nd to 5th year) as will be advised by SMP,Kolkata** for the subsequent four years, within 30 days from the date of the offer 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.**

(i) **Licence Fee Revision:** There shall be an escalation @ 2.5% per annum on the amount of the preceding year. The first such escalation shall be imposed to calculate the annual licence fee for the second year of licence @ 2.5% on the annual licence fee offered by the successful bidder in the e-tender-cum e-auction and accepted by **SMP,Kolkata**. According**,** licensee Fee for subsequent years will be as follows:

- **Towards 2nd** year's licence Fee- 1st Year's quoted Licence Fee + 2.5% , plus taxes.
- **Towards 3rd** Year's licence fee- 2nd Year's Licence fee + 2.5 %, plus taxes
- **Towards 4th** Year's licence fee- 3rd Year's Licence fee + 2.5 %, plus taxes
- **Towards 5th** Year's licence fee- 4th Year's Licence fee + 2.5 %, plus taxes
- The licence fee would be collected on annual basis and the rate of escalation per annum would be as per prevailing SoR. At any point of time during subsistence of the licence, if new SoR is notified and the licence fee at SoR is found higher than the existing escalated licence fee, the rate of new SoR would be applied from the date of effect of the notification.

(b) For plots, if allotted on Advance payment option:

In this case**,** the successful bidder shall make full payment towards license fee for five years aggregating the quoted Annual license fee in one go plus taxes [GST and any other tax(es), if in

vogue at the material time], security deposit (SD), within 30 days from the date of the offer letter for allotment, 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**. No revision/ enhancement of payment would be applicable (for both in yearly escalation and SOR revision) in case of payment made in Advance payment option. And also no token yearly license fee will be collected from the bidder in case of payment made on Advance payment option

Municipal tax shall be calculated and recovered annually on the corresponding figure of annual rent, unless otherwise decided to fulfil municipal requirement. **An amount equal to 0.75% of the total advance amount 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 total advance amount 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.**

(c) At the time of handing over possession of land, actual measurement will be taken and the licensee will be duty bound to pay annual rent / upfront (in lieu of annual rent, if so decided by the successful bidder) on the basis of the actual measurement on pro-rata basis.

(d) If the offer letter is not accepted and requisite payment 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 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 application for extension of time.

(e) Interest:

Delay in making payment of licence fee, Municipal tax etc. (except what has been stated at para (d) above, shall attract interest thereon as per rate of interest in vogue (presently the rate of interest is 14.25% per annum as per prevailing Schedule of Rates).

(f) The currency of payment shall be INR.

(g) The tax components as applicable and decided by the Govt. of India.

Note: Municipal Tax shall also be extra as applicable

(h) 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.

15. Advance payment 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 license fee in advance for five years in one go. No revision/ enhancement of payment would be applicable in yearly escalation in case of advance payment. Also, no token yearly license fee will be collected from the bidder during the next four years.

16. Force Majeure:-

In the event of the licensee/ Kolkata Port Trust being prevented from fulfilling its obligation in full or in part arising out of the contract to be finalized through this tender, due to any Force Majeure event like acts of God (flood, earthquake etc) or war, civil commotion, strike etc, or due to imposition / promulgation of any law or regulation of India, interfering with smooth conduct of the traffic operation, the affected party shall forthwith, but in no case later than 24 hours from the commencement of such event, intimate the other party as to the commencement of such event and continue to intimate after every 7 days during continuance of such event. The affected party shall, upon cessation of such event, promptly inform the other party and shall commence its obligation in part or in full arising out of this 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.

17. Termination of Licence:-

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

18. Compensation:-

After the expiry / termination/determination of license and despite receiving the notice thereof, or forfeiture of license on account of change of user, assignment etc. if the licensee continues to occupy it un-authorisedly, the licensee shall be liable to pay compensation for wrongful use and occupation of the same at three (3) times the annual license fee last paid , if not otherwise decided by **SMP,Kolkata**, till vacant possession is obtained by the licensor.

19. Land Policy Guidelines:-

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

20. Fire safety and security measures:

If the Licensee 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 licensee. In case of any damage to the Trustees' property or neighboring property for not maintaining the required fire safety and security measures, the licensee 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.

21. Display Notice Board:

The licensee 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.

……..

Part – I: <u>Techno-Commercial Bid</u>
N. I. T. No. SMP **/KDS/LND/79-2020 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 license 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 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.

.....

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/79-2020 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 license, 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

……

APPENDIX – II

FORMAT FOR LICENSE AGREEMENT

TO BE HOISTED AS ADDENDUM AFTER PRE BID MEETING

APPENDIX – III

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

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

N. I. T. No. SMP/KDS/LND/79-2020 dated 23.12.2020

Type of occupation	Plate No.	Name of Lessee/ licensee	Outstanding dues as on the date of press notice for tender (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.

Dated: …….

Signature…….

Name……...

Address……
……

Signature of the bidder with office Seal

APPENDIX – IV

CA FIRM LETTER HEAD

Networth Certificate

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

To
The Estate Manager (R&D)
Kolkata Port Trust

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/79-2020 dated 23.12.2020** for allotment of land/ structure / property under Kolkata Port Trust. The aforesaid networth has been verified from the Balance sheet of the Financial Year **2019-20.** Thus, the undersigned/ undersignee 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)

UDIN

Name of the Partner / Proprietor

Signature of Bidder

Membership Number Rubber Stamp

Rubber Stamp

APPENDIX – V

Part – II: Price Bid

N. I. T. No. SMP/KDS/LND/79-2020 dated 23.12.2020
(Only to be quoted on-line while submitting bid)

Allotment of plots of land/structure/ property, as detailed in the enclosed tables, on long term license of 05 years ***on 'as is where is' basis,*** without renewal option, against payment of annual rent or upfront, to willing tenderers through e-tender-cum-e-auction

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)]**	**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]**

APPENDIX – VI

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/-

To
The Board of Trustees
for the SMP, Kolkata.

BANK GUARANTEE NO……DATE……

Name of issuing Bank……

Name of Branch…….

Address……..

In consideration of the Board of Trustees of the SMP, 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 licensee") PLOT NO under Tender No _____ (PlateNo_____) in terms of allotment letter no …… …… dated ……for due fulfillment of all the terms and conditions stated in the said allotment letter by the licensee 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 licensee , 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 licensee and Kolkata Port Trust, 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 licensee.

2. We,.....Branch, Kolkata, further agree that a mere demand by Kolkata Port Trust 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 licensee and no protest by the licensee, 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 licensee 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/License 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/License Agreement have been fully and properly observed/fulfilled by the licensee 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 licensee 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, Kolkata Port Trust shall have the fullest liberty to vary from time to time any of the terms and conditions of the said Allotment Letter/License Agreement to extend the time for full performance/remittance of Port Dues of the said Allotment Letter/License Agreement including fulfilling a obligations under the said Allotment Letter/License Agreement by the licensee or to postpone for any time or from time to time any of the powers exercisable by Syama Prasad Mookerjee Port, Kolkata against the licensee and to forebear or enforce any of terms and conditions relating to the said Allotment Letter/License Agreement and We, ... Branch, Kolkata shall not be relieved from our liability by reason of any such variation or extension being granted to the

licensee or for any fore-bearance, act or commission on the part of Kolkata Port Trust or any indulgence by Syama Prasad Mookerjee Port, Kolkata to the licensee 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.

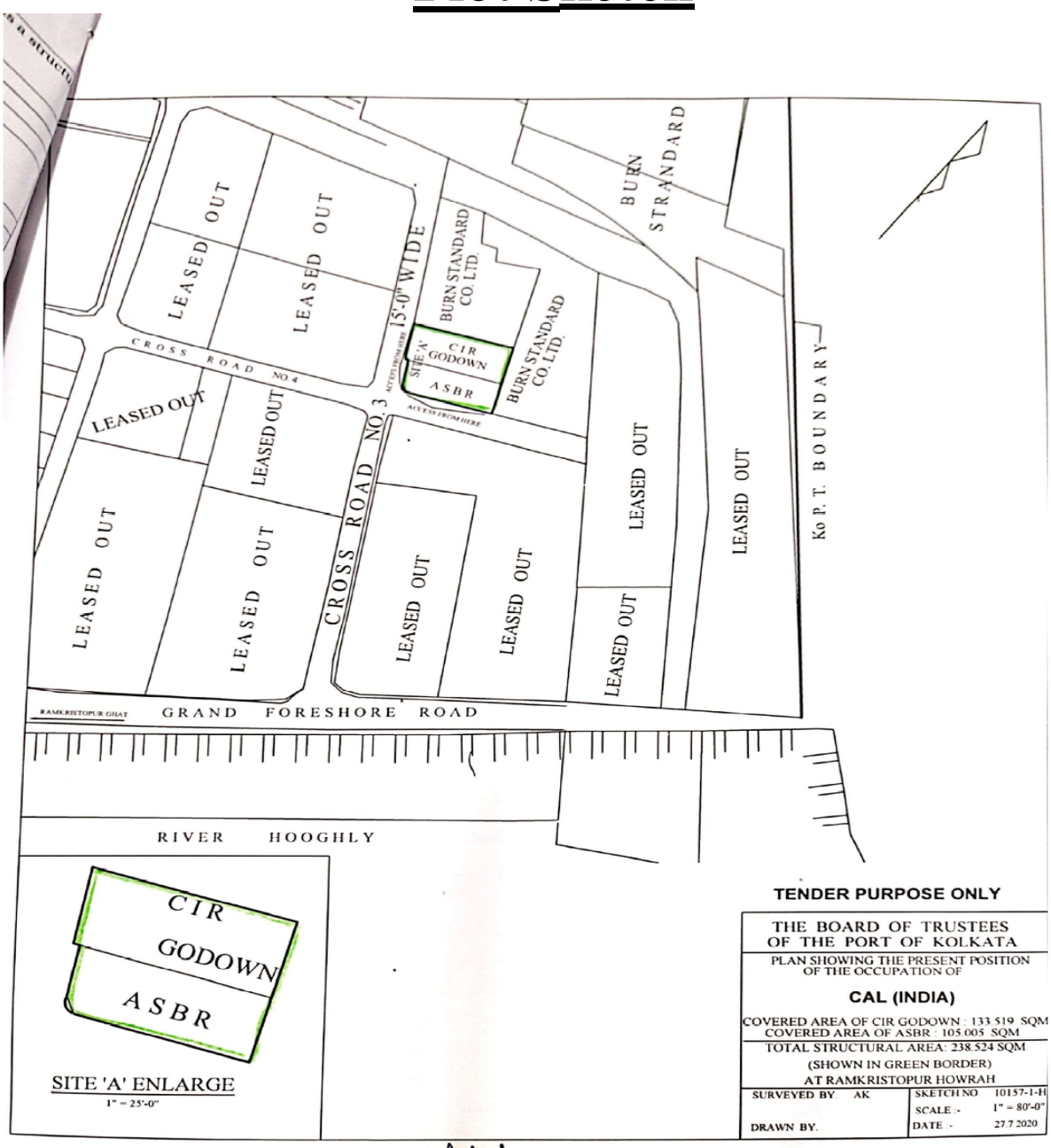
5. We.....Branch, Kolkata, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of Syama Prasad Mookerjee Port, Kolkata in writing.

SIGNATURE……
NAME……
DESIGNATION……

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

(OFFICIAL SEAL OF THE BANK)

Plot Sketch



Sanctioned/Vakat 30/7/2020

05/8/20.

Scanned by CamScanner