

**Notice Inviting Tender**  
**N. I. T. No. SMP/KDS/LND/15-2022 dated 15.03.2022**  
**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**  
**GENERAL ADMINISTRATION**  
**DEPARTMENT**  
**ESTATE DIVISION**  
**6, FAIRLY PLACE, Kolkata-700001**  
**Website: [www.smpportkolkata.shipping.gov.in](http://www.smpportkolkata.shipping.gov.in)**  
**email address: [estate.tender@kolkataporttrust.gov.in](mailto:estate.tender@kolkataporttrust.gov.in)**

e-Tender under two-part system (Part I: Techno-Commercial Bid and Part II: Price Bid) for **“Allotment of Land for Development of Railway Siding for wagon loading/ unloading operation and for handling operations of road bound cargo ,Plot No. A1, at Sonai , D&E Block** as detailed in Annexure I in this tender document, on long term lease of 15 years, *on ‘as is where is’ basis*, without renewal option, against payment of rent on upfront basis through e-tender-cum e-auction”, is invited from individuals/ firm/company/LLP/HUF who have experience in business of Stevedoring & Handling agents, Clearing & Forwarding agents (any container, bulk, break bulk cargo)/ operating Railway siding for cargo operation /handling Rail bound cargo etc. The bidder will have to furnish documentary evidence certified by the Port Authority/ Railway Authority in support of experience of handling a minimum average of 10,000 Tons of cargo per month by rail/and road in the last seven years (ending 31/12/2021).

**SCHEDULE OF TENDER (SOT):**

a.	E-Tender No. (System Generated)	MSTC/ERO/KOLKATA PORT TRUST/15/ KOLKATA/22-23/61
b.	MODE OF TENDER	e-tender System by Online Part I - Techno-Commercial Bid and Online Part II - Price Bid through <a href="http://www.mstcecommerce.com/auctionhome/kopt/index.jsp">www.mstcecommerce.com/auctionhome/kopt/index.jsp</a> 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	<b>From 16.03.2022 to 22.04.2022</b>
d.	Last date for submission of query by e-mail and request for site inspection	<b>Till 5 P.M. on 29.03.2022</b>
e.	Pre-bid meeting through Zoom Conference	<b>At 12:30 P.M. on 31.03.2022</b> Bidders intending to participate in Pre-Bid Zoom Meeting are requested to send their queries and mobile number to the e-mail id <a href="mailto:estate.tender@kolkataporttrust.gov.in">estate.tender@kolkataporttrust.gov.in</a> 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	<b>Till 5 P.M. on 21.04.2022</b>
g.	Last date and time of submission of online Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/auctionhome/kopt/index.jsp">www.mstcecommerce.com/auctionhome/kopt/index.jsp</a>	<b>Till 5 P.M. on 22.04.2022</b>
h.	Last date and time of submission of hard copies of the listed papers into the specified box kept at the Jetty office of Tender Cell, Estate Division, Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata) at 1 <sup>st</sup> floor, 6 Fairlie Place, Kolkata 700001.	<b>Till 5 P.M. on 22.04.2022</b>

**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 (I/C)**

**ESTATE DIVISION**  
**GENERAL ADMINISTRATION DEPARTMENT**  
**SYAMA PRASAD MOOKERJEE PORT,**  
**6, Fairly Place, Kolkata-700001**  
**Email: [estate.tender@kolkataporttrust.gov.in](mailto:estate.tender@kolkataporttrust.gov.in)**

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## ANNEXURE – I

**PLOT DETAILS OF – A10**

Plot No.	Name / Location of Plot	Area to be Leased Out (Approx. in Sqm.)	Reserve Upfront Rent (in Rs.) (taxes extra) B	Permitted purposes of lease	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.)
A10	Vacant Land at Sonai , D&E Block	1 <sup>st</sup> Belt- 15970.00	11,05,97,437 /-	Development of Railway Siding for wagon loading/unloading operation and traffic operation for road bound cargo	2,10,805/-	SMP, Kolkata	10,28,804 /-

**Note-**

- As the revision of Schedule of Rates (SoR) for SMP Kolkata's land & Structure is under process, the accepted highest offered rate in the Tender will be compared with the revised SoR to come into effect and in case the same is lower than that of the revised rate as per new SoR for the said plot, the successful bidder has to pay the amount equal to the revised Upfront Rent as per new SoR plus Re.1; **otherwise the offer of the H1 bidder will be cancelled with forfeiture of EMD.**
- The successful bidder shall have to assure a Minimum Guaranteed quantum of Cargo(MGT) 5,000 Tons per month at the start for first 2 years after gestation period (12 months from the handover of the plot). Subsequently MGT shall have to be maintained as 10,000 Tons per month for next 5 years. After 08 years from the handover of the plot it should be 15,000 Tons per month for the balance period of lease
- The successful bidder shall also have to maintain a Performance Guarantee (PG) against MGT in the form of irrevocable and encashable Bank Guarantee (BG) of Rs.50 lakhs for first 2 years after gestation period to realize the shortfall amount of minimum guaranteed performance. Subsequently, BG amount for PG against MGT for next 5 years and after 08 years of handover of plot as mentioned under Sl. No.2 above will be calculated on the basis of prevailing scale of rates and those to be submitted in phases as per instruction of SMP, Kolkata
- For the purpose of calculation of MGT, the tonnage as per the Railway Receipt (RR) shall be considered for rail borne traffic, and the tonnage as per the Weighment Receipt / Way Bills shall be considered for road bound traffic. Such records shall have to be maintained by the lessee who will be required to submit a declaration on monthly basis regarding the tonnage handled for the purpose of achieving the MGT.

5. The successful bidder shall have to submit Performance Security Deposit amount as stated under “Note (2)” above in favour of 'SYAMA PRASAD MOOKERJEE PORT,KOLKATA' from a Nationalized Indian Bank with branch at Kolkata In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. In case of Bank Guarantee, the same shall remain valid for 6 months after the final expiry of the lease period. The Performance Security Deposit will be released within 60 days after successful completion of the lease. Performance Security Deposit should be submitted within 20 calendar days, on receipt of Letter of Allotment and a formal agreement is to be executed immediately thereafter as per format provided . In all cases, any dispute will be adjudicated under the jurisdiction of The Calcutta High Court.
6. The Performance Security Deposit shall be held by SMP Kolkata as security for the performance of the lessee's obligation under the lease. The Security Money shall be refunded by SMP Kolkata after successful completion of the lease subject to recovery of damage and / or loss incurred, if any, due to default on the part of the lessee.
7. The Bank Guarantee (BG) shall remain valid for a period of at least one year (with a further claim period of 3 months thereafter), to be renewed every year one month before expiry of validity period, till completion of the entire lease period. In the event of failure of extension of Bank Guarantee (BG), one month before the expiry of validity period, the existing BG will be encashed by SMP authorities.
8. Also, in the event of revision of applicable Rates of handling charges during the validity period of the BG in any year, requiring revision of the BG amount, the lessee shall have to furnish the supplementary BG for the additional amount for the balance period.

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## ANNEXURE – II (A)

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

This is an e-tender event of SMP, Kolkata. The e-tender service provider is MSTC Ltd., Plot No. CF-18/2, Street No.175, Action Area- 1C, New Town, Kolkata -700156.

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

1. **Process of E-tender:****A) Registration:**

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

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

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

(iv) Bidders are to make their own arrangement for bidding from a P.C. connected with Internet. Neither SMP, 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](http://www.mstcecommerce.com/auctionhome/kopt/index.jsp)**

1) Bidders are required to register themselves online with [www.mstcecommerce.com](http://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: <a href="mailto:estate.tender@kolkataporttrust.gov.in">estate.tender@kolkataporttrust.gov.in</a>	2. Name: Sri S. Dasgupta Estate Division, SMP, Kolkata. 6 Fairlie Warehouse, Strand Road- 700001 Contact No.033-71012249 E-mail id: <a href="mailto:estate.tender@kolkataporttrust.gov.in">estate.tender@kolkataporttrust.gov.in</a>
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Contact person (MSTC): **Helpline no- (033)22901004**

1. Shri Sabyasachi Mukherjee <a href="mailto:E-mail-smukherjee@mstcindia.co.in">E-mail-smukherjee@mstcindia.co.in</a> Direct No.-(033)22812879/ 7278030407	2. Shri K Kranthi Kumar <a href="mailto:Email-kkkumar@mstcindia.co.in">Email-kkkumar@mstcindia.co.in</a> Mobile- 9174009882
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	<p><b>B) System Requirement:</b></p> <p>i) Windows 7 &amp; 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 (<b>Except Active-X filtering which should be disabled</b>) and disable “use pop up blocker” under Tools →Internet Options→ custom level.</p>
	<p>The system requirements are as follows:</p> <ul style="list-style-type: none"> <li>Operating System- Windows 7 and above</li> <li>Web Browser- Preferred IE 7 and above.</li> <li>Active-X Controls Should be enabled as follows: Tools =&gt;Internet Options =&gt;Security =&gt;Custom Level =&gt; Enable all Active-X Controls (Except Active-X filtering which should be disabled) =&gt;Disable “Use Pop-up Blocker”</li> <li>Java (Latest is JRE 8 Update 201 – File name Windows X-86 Offline)</li> </ul> <p>To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied.</p> <ul style="list-style-type: none"> <li>Tools =&gt; Internet Options =&gt;Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.</li> <li>Other Settings: Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under “browsing history/ Delete Browsing History” =&gt; Temporary Internet Files =&gt; Activate “Every time I Visit the Webpage”.</li> </ul> <p><b>For details, refer to the “Bidder Guide” and a video guide available under “View Video” Link.</b></p>
2.	<p><b>(i) Format of Bid:</b></p> <p>(A) Part I Techno-Commercial Bid will be opened electronically on specified date and time as given in the Tender Notice. Bidder(s) cannot witness electronic opening of bid since the same is not a public event.</p> <p>(B) Part II Price Bid: Price Bids of only techno-commercially qualified bidders shall be opened electronically <b>AFTER</b> the e-auction is complete. Bidder(s) cannot witness electronic opening of bid since the same is not a public event.</p> <p><b>(ii) E-Auction (HELD BEFORE OPENING OF PRICE BID) :</b></p> <p>Notice containing auction schedule (Date &amp; 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.</p> <p>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. <b>The onus of visiting the MSTC website and obtaining the information of auction schedule is strictly on the bidder.</b></p> <p><b>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.</b></p> <p><b>(iii) H1 bidder/Successful Bidder:</b></p> <p>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.</p> <p><b>Note :</b></p> <p>(i) Any necessary notice/ addendum/ extension notice/ corrigendum to the tender would also be informed the techno-commercially bidder through e-mail.</p> <p>(ii) E-tender cannot be accessed after the due date and time mentioned in this Tender Notice, unless extended further with due notice in the website.</p> <p>(iii) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>

3.	<p><b>Refund of Tender Fee &amp; EMD:</b></p> <p>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 &amp; address, Current a/c No, IFS Code). [Such refund is, however, subject to any clause of Tender attracting forfeiture of EMD].</p>
4.	<p><b>Submission of on-line bid:</b></p>
4.1	<p>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 <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>→ Port Lease Property→ KOPT →Login →View Details→ Stage I Bid Submission→ Live Auctions →Selection of the live event→ Techno Commercial and Price Bids.</p> <p>For Stage II** forward Auctions Click on Forward Auction→ Live Auctions →Selection of the live event→ Placing of Bids</p> <p>**Only after the evaluation of Stage I bidding the forward auction shall take place among techno-commercially qualified bidders.</p>
4.2	<p>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.</p>
4.3	<p>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 &amp; Price bid are saved, the bidder can click on the “Submit” button to register their bid.</p>
4.4	<p><b>Bidder’s alertness / duty:</b></p> <p>All correspondence to the bidder(s) after participation in the tender shall be sent by e-mail <b>only</b> 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 ‘<i>Allotment Letter</i>’ will be through hard copy.</p>
4.5	<p><b>Uploading of documents:</b></p> <p>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.</p>
4.6	<p>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 &amp; 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.</p>
4.7	<p><b>Price Bid submission:</b> As detailed in Annexure VII of this tender document, A bid without submission of valid price bid shall not be considered.</p>
5.	<p><b>E-auction:</b></p> <p>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.</p>



**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. 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](http://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 website [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) appearing anywhere in the tender document, shall be construed to read as “[www.smpportkolkata.shipping.gov.in](http://www.smpportkolkata.shipping.gov.in)”

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**ANNEXURE - II B**

**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.

# For Bid submission, you have to visit MSTC website i.e. [www.mstcecommerce.com](http://www.mstcecommerce.com)

# 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.

**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**. 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. which will lead to forfeiture of EMD.

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**ANNEXURE – III**

**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 MSTC 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.

4. 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.

5. 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

6. 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 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.

**7. 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**

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
<b>On-line submission of the following</b>	
(iii)	Scanned copy of duly filled in APPENDIX - II (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 PAN Card and TAN if applicable (To Be uploaded)
(v)	Scanned copy of IT return of the Recent Financial year (To Be uploaded).  <b><u>DEFINITION OF RECENT FINANCIAL YEAR:</u></b>  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.
(vi)	Scanned copy of Cancelled cheque (To be uploaded).
(vii)	Scanned copy of Appendix-I duly signed (To be uploaded).
(viii)	Scanned copy of Documentary evidence (certified by the Port Authority/ Railway Authority ) in support of experience of handling a minimum average of 10,000 Tons per month of cargo in the last seven years (ending 31/12/2021) by rail/and road.
(ix)	Scanned copy of "Net worth" as per Format APPENDIX - III, 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.  <b><u>DEFINITION OF RECENT FINANCIAL YEAR:</u></b>  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.



	<b>Off-line submission of</b>
	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.
	<b>Submission of bid</b>
	Clicking on “ <b>I Agree</b> ” 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****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. Lessee would be required to abide by the law of the land and the directives / instruction issued by the relevant competent authorities in this regard.

**3. 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:-

<b>Slabs</b>	<b>Percent on part of full amount of valuation of structure as falling within respective slabs</b>
(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.

**4. Proposed purpose of lease -**

The lessee shall have to utilize the land/ structure property for purpose of “Development of Railway Siding for wagon loading/unloading operation and traffic operation for road bound cargo” strictly as mentioned in Annexure-I. Request for change of purpose will not be entertained in any circumstances.

The lessee shall have to commence utilizing the allotted plot of land within a period of 12 months from the date of commencement of lease (i.e. date of allotment of land) for this specific purpose failing which the lease may be terminated.

**5. 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) (a) The intending bidder may be an individual/ firm/company/LLP/HUF who have experience in business of Stevedoring & Handling agents/ Clearing & Forwarding agents (any container, bulk, break bulk cargo) /operating Railway siding for cargo operation /handling Rail bound cargo etc. The bidder will have to furnish documentary evidence certified by the Port Authority/ Railway Authority in support of experience of handling a minimum average of 10,000 Tons of cargo per month by rail/and road in the last seven years ending 31/12/2021

(ii) (b) **Consortium/JV** is not allowed

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

(iv) Non-pendency of mutually admitted Port Estate dues (for all plots 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.

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.

(v) Net worth of the bidder should be **more than Rs. 1, 02, 88,038/-** (excluding taxes).

**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]

(vi) **SPECIAL NOTE:**

If Net worth is equal to or lesser than **Rs. 1, 02, 88,040/-** (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.

However, BG should not be required for existing tenants having clean payment history in their past, who has Net worth equal to or lesser than **Rs. 1, 02, 88,040/-** (excluding taxes).

**6. 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.

**7. 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.
- (iii) Besides, any other addendum, if issued, shall likewise become part and parcel of the tender document.

**8. For participation in the tender:-**

MSTC website [www.mstcecommerce.com/auctionhome/kopt/index.jsp](http://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.

**9. 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.
- (i) Mere submission of offer will not mean that the offer will be automatically considered qualified and bid will be entertained.

**10. 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 (13) below.
- (ii) In case of non-acceptance of the allotment letter.
- (iii) In case of non-acceptance of the terms & conditions of the tender.
- (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 refer 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.

**11. 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**.

**12. 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.

**13. 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.

**14. Right of acceptance:**

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

**15. 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.

**16. 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.

**17. 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.

**18. 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 Upfront amount with advance Nominal Rent for 1<sup>st</sup> 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.

**19. Infrastructure Development of the proposed Railway Siding:**

(a) Port will renovate the existing Rly. Track and approach Road as a onetime measure. Maintenance of the track and approach road thereafter will be the responsibility of the Lessee throughout the period of contract.

(b) Successful bidder will equip the site with minimum of the following equipments-

- (i) 02 RST- – 40 Tonnes and above capacity
- (ii) 02 Forklift- 3 Tonnes and above capacity
- (iii) 03 Hydra – 6 Tonnes and above capacity.
- (iv) Pay Loader – 3 nos. – 5 CBM capacity and above.

The equipment must be owned / hired by the Lessee and must have valid safety certificates issued by the competent authority. The above equipments are only indicative. The Lessee may in the interest of faster and smooth cargo / container operation, bring in equipment in higher number / capacity for which no permission from SMPK shall be required.

(c) Current waiver on Rail bound cargo will be continued for another 02 years (i.e. three years from the date of handing of the plot) .Gradually the waiver will be brought down to zero.

(d) Construction of boundary wall, gates, office, warehouse, development of yard along with water & electricity supply shall have to be done by successful bidder at their own arrangement and cost

(e) EXIM destined to SMPK and domestic cargos are allowed to handle, if required.

(f) The plot may be Custom bonded in future with the approval of Port Authority and cost involved with the same and necessary arrangements will be borne by the Successful bidder.

**ANNEXURE – VI**

**Part-I: Techno-Commercial Bid**  
**CONDITIONS OF LEASE**

**1. Lease:-**

- (i) Lease Period: 15 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.wbregstartion.gov.in](http://www.wbregstartion.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. Use of allotted plot:-**

The lessee shall have to follow the purpose of lease strictly as mentioned in the Allotment Letter. Request for change of purpose will not be entertained in any circumstances.

**3. Security Deposit:-**

- (i) 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.
- (iii) In case of upward revision and fixation of rent, after every 5 years, the Security Deposit will be required to be supplemented by a further amount to make it equivalent to 2 years’ rent plus applicable taxes and duties etc., at that point of time.
- (iv) If the amount of Security deposit is equal to or more than Rupees one Crore, the same may be deposited through Bank Guarantee (BG) with a validity of 05 years. During upward

revision and fixation of rent, after every 5 years, fresh BG will have to be submitted for the revised amount of Security deposit with a validity of 05 years.

- (v) The Security Deposit will be refunded without any interest, as and when the plot of land under consideration is delivered back to the Trustees in peaceful, unencumbered and vacant condition, after adjusting against the dues of Trustees, if any, on any count.

**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.

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
- (ii) Transfer of lease land **shall not** be allowed.

**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.

**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.

**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 at their own cost and follow all safety norms as may be prescribed by the competent authorities. There will be no reduction / rebate on rent payable due to delay in obtaining such statutory clearances

**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:-

<b>Tenure of lease</b>	<b>G. Sec rate as on 15.03.2022</b>	<b>Corresponding multiplying factor (M.F.)</b>	<b>Formula to calculate upfront</b>
<b>15 years</b>	<b>6.82</b>	<b>10.7501</b>	<b>(Finally accepted annual rent) X (M.F.)</b>

**15. Terms of payment of lease rent:-**

(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) and 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.

(ii) 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 2<sup>nd</sup> 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 10<sup>th</sup> 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 15<sup>th</sup> day of the same month of that year (in case the 15<sup>th</sup> 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.

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

**16. 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 upfront on the basis of the actual measurement on pro-rata basis.

(a) If the offer letter is not accepted in time and requisite payment [(Upfront +1<sup>st</sup> year's token 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.

(b) 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.

(c) 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.

- (d) The currency of payment shall be INR.
- (e) The tax components will be as in vogue from time to time. Presently, the tax components are as mentioned below:-

<b>Payment of</b>	<b>G.S.T</b>
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

- (f) 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.
- (g) 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 contract, which was kept suspended due to such events of Force Majeure. Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event of Force Majeure.

**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 or any other breach etc. if the lessee continues to occupy the land in an un-authorized manner, the lessee shall be liable to pay compensation for wrongful use and occupation of the same at three (3) times the rate as per prevailing SOR if not otherwise decided by SMP, Kolkata, till vacant possession is obtained by SMP.

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.

**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. Minimum Guaranteed Traffic (MGT):**

- (a) The successful bidder shall have to assure a Minimum Guaranteed quantum (MGT) of 5,000 Tons per month for first 2 years after gestation period (12 months after hand over of plot) . Subsequently it should be 10,000 Tons per month for next 5 years. After 08 years from the handover of the plot, it should be 15,000 Tons per month for the balance period of lease
- (b) The successful bidder shall also have to maintain a Performance Guarantee(PG) against MGT in the form of irrevocable and encashable Bank Guarantee(BG) of Rs.50 lakhs for first 2 years after gestation period to realize the shortfall amount of minimum guaranteed performance. Subsequently, BG amount for PG against MGT for next 5 years and after 08 years of handover of plot as mentioned under (a) above will be calculated on the basis of prevailing scale of rates and

those to be submitted in phased manner as per instruction of SMP, Kolkata.

- (c) In case the successful tenderer handles more than the Minimum Guaranteed Cargo per annum, payment of handling charges would have to be made at actual.
- (d) In case the successful bidder fails to achieve the Minimum Guaranteed quantum of Traffic per annum for operating their project on the concerned land, the successful bidder shall have to pay a penalty for short fall in **MGT** which will be Rs. 90/- per ton for the amount of shortfall in tonnage for first 02 years after gestation period within 15 days from the date of the communication, failing which SMP, Kolkata shall be at liberty to encash the Bank Guarantee to the extent of shortfall **MGT**. In that event the successful bidder shall have to submit the equivalent amount of Bank Guarantee to the SMP, Kolkata within 15 days from the date of encashment of the same by the SMP, Kolkata. The said procedure will be followed for realization of short fall in **MGT** for the subsequent years and Penalty for short fall in **MGT** will be calculated on the basis of prevailing scale of rates
- (e) Lease to be granted to the successful bidder shall be liable to be terminated if they fail to achieve the **MGT** without any sufficient or genuine reason for 3 (three) consecutive years.
- (f) The Bank Guarantee (BG) shall remain valid for a period of at least one year (with a further claim period of 3 months thereafter), to be renewed every year one month before expiry of validity period, till completion of the entire lease period. In the event of failure of extension of Bank Guarantee (BG), one month before the expiry of validity period, the existing BG will be encashed by SMP authorities.
- (g) Also, in the event of revision of applicable Rates of handling charges during the validity period of the BG in any year, requiring revision of the BG amount, the lessee shall have to furnish the supplementary BG for the additional amount for the balance period.
- (h) The start date for applicability of **MGT** shall be the day following the last day of 12 months period (gestation period) from the date of handing over of land. The finish date for the 1st year for the purpose of calculating **MGT** shall be the following 31st March, where **MGT** will be calculated on pro-rata basis. Thereafter, every financial year will be the year for calculation of **MGT** till the 14th year for plot. Again, the spirit of prorata **MGT** shall be applied for the balance period to complete 15th year. It is obligatory on the part of the lessee to achieve the **MGT** every year (from 12 months of lease onwards) during the lease period. However, lessee will be at liberty to prepone the date of commencement of applicability of **MGT**. In that event also, the total lease period shall continue to be 15 years.
- (i) Since the **MGT** will be considered on yearly basis or proportionate basis in case of first year of operation or last year of operation, failure on the part of lessee to achieve **MGT** will be evaluated on similar basis only.
- (j) It is obligatory on the part of the lessee to achieve the **MGT** every year during the lease period.
- (k) The currency of payment shall be INR.
- (l) For the purpose of calculation of **MGT**, the tonnage as per the Railway Receipt (RR) shall be considered for rail borne traffic, and the tonnage as per the Weighment Receipt / Way Bills shall be considered for road bound traffic. Such records shall have to be maintained by the lessee who will be required to submit a declaration on monthly basis regarding the tonnage handled for the purpose of achieving the **MGT**.

**24. 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 lease on boards of size 2' x 3' in at least two prominent places in the demised premises.

**25. 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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ANNEXURE –VII

**Part – I: Techno-Commercial Bid**

**EVALUATION CRITERIA**

1. While quoting, the ‘Reserve Rent’ for that plot in Rupees shall be displayed automatically by the systems on-screen in the Price Schedule format.
2. Then the bidder shall only fill in the premium amount (lump sum) over the “Reserve Rent”. In other words, the bidder shall indicate and offer the extra amount over the Reserve 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.**
3. Immediately, the system shall display the final quoted total upfront rent (i.e. Reserve Rent’ Rent plus quoted premium) (without indicating tax component thereon).
4. 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.
5. After the closing date of bid submission, e-auction shall take place. Auction floor price will be fixed as per followings whichever is earlier-
  - (a) If the auction is held after 06.04.2022 and before implementation of new schedule of rent (SoR), then reserve rent will be revised by escalating @2.5% as per existing SoR and floor price of Auction will be the revised reserve rent.
  - (b) If the auction is held after implementation of new schedule of rent (SoR), then floor price of Auction will be the reserve rent as per rate approved in new SoR
6. In case a bidder does not participate in the e-auction, his/her only bid will be that given in the Price Schedule format. In that case the offered price bid will be compared with the auction floor price so fixed as per 5(a) &(b) above and in case the same is lower than that of auction floor price , then auction floor price plus Re.1 shall have to be considered as final bid of the particular bidder. The bidder is bound to accept the same; otherwise the offer of the bidder will be cancelled with forfeiture of EMD
7. Price bids of the techno-commercially qualified bidders shall be opened **AFTER** the e- auction is over.
8. 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.
9. As the revision of Schedule of Rates (SoR) for SMP Kolkata’s land & Structure is under process ,the accepted highest offered rate in the Tender so decided after complying all the above clauses, will be compared with the revised SoR to come into effect and in case the same is lower than that of the revised rate as per new SoR for the said plot, the successful bidder has to pay the amount equal to the revised upfront rent as per new SoR plus Re.1; **otherwise the offer of the H1 bidder will be cancelled with forfeiture of EMD.**
10. 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.

11. 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.

12. 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.

13. 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 16.54hrs, the e-auction will not close at 17.00 hrs but would be extended till 17.02hrs. 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.

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**APPENDIX - I**

**DECLARATION BY THE BIDDER**

**(To be read and agreed to and Scan &upload the same duly signed while submitting on-line bid)**

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 upfront rent above the reserve upfront 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.

Signature of the bidder with office Seal

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.

I/We hereby undertake that we will abide by the clause mentioned under “NOTE” in Annexure-I and Clause “9” of Annexure-VII which states that-

**“As the revision of Schedule of Rates (SoR) for SMP Kolkata’s land & Structure is under process, the accepted highest offered rate in the Tender so decided after complying all the above clauses, will be compared with the revised SoR to come into effect and in case the same is lower than that of the revised rate as per new SoR for the said plot, the successful bidder has to pay the amount equal to the revised Upfront Rent as per new SoR plus Re.1; otherwise the offer of the H1 bidder will be cancelled with forfeiture of EMD.”**

**I/We hereby undertake that we will abide by the clauses mentioned under “5&6” of Annexure-VII; otherwise 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**

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

**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)*

<b>Type of occupation</b>	<b>Plate No.</b>	<b>Name of lessee/ licensee</b>	<b>Outstanding dues as on the date of NIT (in Rs.)</b>	<b>Remarks</b>
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 mutually admitted 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

.....

## 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 31<sup>st</sup> March, 2021 is  
Rupees .....only.

We further certify that:

The computation of Networth has been computed as per Eligibility Criteria of the bidder vide clause No. 5 of Annexure V of tender bearing **N. I. T. No. SMP /KDS/LND/15-2022 dated 15.03.2022** 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 2020-21. 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 –IV

## SYAMA PRASAD MOOKERJEE PORT, KOLKATA

## GENERAL ADMINISTRATION

## DEPARTMENT

## ESTATE DIVISION

15, Strand Road,

Kolkata – 700 001

Website: [www.smpportkolkata.shipping.gov.in](http://www.smpportkolkata.shipping.gov.in)Part – II: Price Bid**A.PRICE SCHEDULE**

(only to be quoted online while submitting price)

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 upfront rent in Rs. (Taxes extra) [Will be shown by the systems automatically]	Premium in Rs. (excluding tax) (To be quoted by the bidder)  [Here, premium is the additional / extra amount over the Applicable Reserve Upfront Rent offered to be paid by the bidder]	Final quoted value in Rs. (Taxes extra) [Will be shown by the systems automatically]

