

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

Office of the Traffic Operations (Sh & CH) Division, Operational Administrative Building,
P.O.: - Chiranjibpur, Dist.:Purba Medinipur,
PIN :721604, West Bengal.
Ph. No. 03224 252208, FAX: 03224-252475

NIT

E-Tender under two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from Importer / Exporter for allotment of bare land plots at Extended Dock Boundary area inside the Dock Interior Zone of Haldia Dock Complex, as described in Annex-A, on license and as is where is basis for a period of 5 years for the purpose as described in Annex-A through tender-cum-auction with first right of refusal to the existing licensee.

Note. The importers / exporters who are the present licensees of the bare land plots included in this tender are also eligible to apply.

Tender Document and Corrigendum/ addendum/clarifications, if any, will be hosted in the web sites of Kolkata Port Trust (www.kolkataporttrust.gov.in) and MSTC (<http://www.mstcecommerce.com/auctionhome/kopt/index.jsp>). However, Bid Document Corrigendum/ addendum/ clarifications, if any may be downloaded from MSTC website only. Tenderers should visit the websites frequently.

SCHEDULE OF TENDER (SOT):

a.	TENDER NO	MTO/G/672/3484
b.	MODE OF TENDER	e-tender System (Online Part 1 - Techno-Commercial Bid and Part II - Price Bid through http://www.mstcecommerce.com/auctionhome/kopt/index.jsp of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Haldia Dock Complex.
c.	E-Tender No. (System Generated)	MSTC/HO/HALDIA DOCK COMPLEX/21/HALDIA/17-18/16036
d.	Date of NIT available to parties to download	07-11-2017
e.	Offline Pre-Bid Meeting date & Time	11:00 Hrs on 15-11-2017
	Queries, if any, to be sent by:	13-11-2017
f.	Site inspection date and time	15-11-2017(After pre bid meeting)
g.	i) Earnest Money Deposit	The intending tenderers should submit Earnest Money as detailed at Annex - A against each Plate No. to Haldia Dock Complex along with their offer, otherwise their offer will be summarily rejected.

		<p>The tenderers are advised to deposit Earnest Money through ECS (RTGS/NEFT) in favour of Kolkata Port Trust Haldia Dock Complex directly into the designated bank account. Details of the bank account are appended hereunder.</p> <p>a) Name of Bank & Branch: United Bank of India, Haldia Dock Complex Branch, b) Account No.: 1604050000310, c) IFS Code: UTBI0HDCF75.</p> <p>Concerned tenderers must ensure that the remitting bank positively enters their name and System Generated E - Tender no. in the 'Sender to Receiver' column at the time of making payment of Earnest Money by RTGS/NEFT.</p> <p>Tenderers should deposit Earnest Money before filling and submission of bids.</p> <p>Details of Earnest Money remitted should be entered by the participating Tenderers in the space provided in the e-tender as indicated hereunder:</p> <p>a) Name of remitting Tenderers: b) E-Tender No.: c) Amount remitted: d) Remittance Bank Details: e) U.T.R No.: f) Date:</p>
	ii)	<p>Tender/Bid Document Cost</p> <p>The intending tenderers should submit the tender cost of Rs. 1,000/- (Rupees one thousand only) (non-refundable) as per the payment mode as mentioned above alongwith their offer otherwise their offer will be summarily rejected.</p> <p>Tenderers should deposit bid document fee before filling and submission of bids.</p> <p>Details of Tender Cost remitted should be entered by the participating Tenderers in the space provided in the e-tender as indicated hereunder:</p> <p>a) Name of remitting Tenderers: b) E-Tender No.: c) Amount remitted: d) Remittance Bank Details: e) U.T.R No.: f) Date:</p>
h.	Last date of submission of EMD & Bid Document fee at HDC.	Up to 14:00 Hrs. of 29-11-2017.
i.	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and	From 14:00 Hrs. of 22-11-2017.

	price Bid at http://www.mstcecommerce.com/auctionhome/kopt/index.jsp	
j.	Date of closing of online e-tender for submission of Techno- Commercial Bid & Price Bid.	14:00 Hrs. of 29-11-2017.
k.	Date & time of opening of Part-1 (i.e. Techno-Commercial Bid] Date of opening of Part II i.e. Price Bid shall be informed separately	15:00 Hrs. of 29-11-2017.

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

This is an e-tender event of KoPT. 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.	<p>Process of E-tender:</p> <p>A) Registration:</p> <ul style="list-style-type: none"> (i) The process involves registration of tenderers with MSTC e-tender portal which is free of cost. For this purpose, any willing tenderer is required to apply online through the MSTC website www.mstcecommerce.com/auctionhome/kopt/index.jsp as per details given in this tender document. (ii) Only after registration, the tenderer(s) can submit his/their tenders 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 tenderer 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) Tenderers are to make their own arrangement for bidding from a P.C. connected with Internet. Neither KoPT nor MSTC shall be responsible for making such arrangement. <p>SPECIAL NOTE: BOTH PRICE BID AND TECHNO-COMMERCIAL BID ARE TO BE SUBMITTED ONLINE AT www.mstcecommerce.com/auctionhome/kopt/index.jsp</p> <ul style="list-style-type: none"> 1) Tenderers are required to register themselves online with www.mstcecommerce.com/auctionhome/kopt/index.jsp → Registration → Register as Bidders' Filling in details and creating own user-id and password → Submit. 2) Tenderers will receive a system generated mail confirming their registration in their e-mail ID which will be provided during filling in the registration form. This email shall be forwarded to the contact persons of MSTC as mentioned below. Tenderers 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, tenderers are advised to contact HDC/MSTC (before the scheduled time of the e-tender). <p>Contact person (HDC):</p> <table border="1" data-bbox="341 1537 1365 1753"> <tr> <td data-bbox="341 1537 857 1753"> 1. Sri A. K. Mahapatra Sr. Deputy Manager (Sh & CH) Division Haldia Dock Complex Phone No. 03224 252208 Cellphone. 94340 63416 </td><td data-bbox="857 1537 1365 1753"> 2. Sri S. Banerjee, Asstt. Manager (Sh & CH) Division Haldia Dock Complex Phone No. 03224 252304 Cellphone. 94340 31450 </td></tr> </table>	1. Sri A. K. Mahapatra Sr. Deputy Manager (Sh & CH) Division Haldia Dock Complex Phone No. 03224 252208 Cellphone. 94340 63416	2. Sri S. Banerjee, Asstt. Manager (Sh & CH) Division Haldia Dock Complex Phone No. 03224 252304 Cellphone. 94340 31450
1. Sri A. K. Mahapatra Sr. Deputy Manager (Sh & CH) Division Haldia Dock Complex Phone No. 03224 252208 Cellphone. 94340 63416	2. Sri S. Banerjee, Asstt. Manager (Sh & CH) Division Haldia Dock Complex Phone No. 03224 252304 Cellphone. 94340 31450		

	<p>Contact person (MSTC):</p> <table border="1" data-bbox="337 264 1365 480"> <tr> <td data-bbox="337 264 857 480"> 1. Shri Sabyasachi Mukherjee Dy. Manager (e-Commerce) Contact No.- 07278030407/ (033)22901004 E-mail- smukherjee@mstcindia.co.in </td><td data-bbox="857 264 1365 480"> 2. Ms. Sumana Maity Asstt. Manager (e-Commerce) Contact No. 09831155225/ (033)22901004 E-mail- smaity@mstcindia.co.in </td></tr> </table> <p>B) System Requirement:</p> <p>i) Windows XP-SP3 & above/Windows 7 Operating System / Windows 8 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.</p> <p>The system requirements are as follows:</p> <ul style="list-style-type: none"> Operating System - Windows XP Service Pack III 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 101 - File name Windows X-86 Offline) <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"> 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 1 Visit the Webpage". <p><u>For details, refer to the "Bidder Guide" and a video guide available under "View Video" Link.</u></p>	1. Shri Sabyasachi Mukherjee Dy. Manager (e-Commerce) Contact No.- 07278030407/ (033)22901004 E-mail- smukherjee@mstcindia.co.in	2. Ms. Sumana Maity Asstt. Manager (e-Commerce) Contact No. 09831155225/ (033)22901004 E-mail- smaity@mstcindia.co.in
1. Shri Sabyasachi Mukherjee Dy. Manager (e-Commerce) Contact No.- 07278030407/ (033)22901004 E-mail- smukherjee@mstcindia.co.in	2. Ms. Sumana Maity Asstt. Manager (e-Commerce) Contact No. 09831155225/ (033)22901004 E-mail- smaity@mstcindia.co.in		
2.	<p>Format of Bid:</p> <p>(A) Part 1 Techno-Commercial Bid will be opened electronically on specified date and time as given in the Tender Notice. Tenderer(s) cannot witness electronic opening of bid since the same is not a public event.</p> <p>(B) Part II Price Bid: All the Techno-Commercially qualified tenderers shall have to participate in the e-auction for which date & time will be intimated separately. Once the e-auction amongst the qualified tenderers is over, Price Bids of those tenderers shall be opened electronically. Thereafter, the highest rate amongst all the rates received through the e-auction and the Price Bids shall be accepted as a HI bid for the tender for the concerned plot.</p> <p>All entries in the tender (both Techno-commercial Bid and Price Bid) should be entered online without any ambiguity.</p>		

	<p>The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>Note:</p> <p>(i) Any necessary notice/ addendum/ extension notice/ corrigendum to the tender would also be hoisted in the e-tendering portal of M.S.T.C under the "Notification" Link</p> <p>(ii) E-tender cannot be accessed after the due date and time mentioned in this Tender Notice, unless extended further with due notice in the website.</p> <p>(iii) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
3.	<p>Remittance of Tender Fee & EMD:</p> <p>As per clause g(i) and g(ii) of Schedule of Tender (SOT).</p>
4.	Submission of on-line bid:
4.1	<p>The tenderers(s), who have submitted the above fees, can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com</p> <p>→ KOPT → Lease of Property → Login → -Click for Auctions→ Stage 1 Bid Submission → Live Auctions→ Selection of the live event→ Techno Commercial and Price Bids.</p>
4.2	<p>The Tenderers should allow to run Java Encryption Applet by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run, the tenderers will not be able to save/submit their bid and will get the error messages.</p>
4.3	<p>After filling in the Common Terms tenderers should click 'save' for recording their Commercial bid. Then the link for Techno-Commercial Bid would be activated and the tenderer 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 be filled in and then tenderers should click on "save" to record their price bid. Once both the Techno-Commercial bid & Price bid are saved, the tenderer can click on the "Submit" button to register their bid.</p>
4.4	Bidder's alertness / duty:
4.4.1	<p>There is no provision to take out the list of prospective tenderers downloading the tender document from the website mentioned in NIT. Hence, it is not possible for HDC to intimate each of them individually at every intermediate stage. As such, all prospective tenderers are requested to see the website once again before the due date of tender opening to ensure that they have not missed any extension or any other notice/ corrigendum/ addendum/ clarifications, if any, uploaded against the said tender, after downloading the tender document. The responsibility of downloading the subsequent item, if any, will be the sole responsibility of the prospective tenderers.</p>
4.4.2	<p>All correspondence to the tenderer(s) after participation in the tender shall be sent by e-mail only during the process till finalization of tender by HDC. Hence, the tenderers are required to ensure that their e-mail ID provided is valid and updated at the stage of their registration with MSTC (i.e. Service Provider). Tenderers are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>

4.5	<p>Uploading of documents:</p> <p>Tenderers 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.</p> <p>For further assistance, instructions of Vendor Guide are to be followed.</p>
4.6	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any tenderer confirms his automatic acceptance of all the terms & conditions for the tender including those contained in the extension or any other notice/ corrigendum/ addendum/ clarifications, if any.
4.7	Price Bid submission: As per Annexure - III
5.	<p>E-auction:</p> <p>At the stage of e-auction amongst the techno-commercially qualified tenderers, the tenderers shall only quote the total bid value.</p>
6.	<p>Price bid opening:</p> <p>All the Techno-Commercially qualified tenderers shall have to participate in the e-auction for which date & time will be intimated separately. Thereafter, Price Bid will be opened electronically. It is then that the higher bid out of the highest Price Bid and highest Auction bid shall be accepted as the H1 bid for the tender for the land concerned.</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.
- (b) 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.
- (c) After the closing time of event has passed, no bid will be accepted by the system. Hence, tenderers are advised to make final submission of their bids well within time.
- (d) In all cases, tenderers should use their own ID and Password alongwith Digital Signature at the time of submission of their bid.
- (e) During the entire e-tender-cum-e-auction process, the tenderers will remain completely anonymous to one another and also to everybody else.
- (f) The e-tender floor shall remain open from the pre-announced date & time and for such duration as mentioned above.
- (g) All electronic bids submitted during the e-tender process shall be legally binding on the tenderer.
- (h) KoPT 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.

Part - I: TECHNO-COMMERCIAL BID

GENERAL INFORMATION & INSTRUCTIONS TO THE TENDERERS

GENERAL INFORMATION TO THE TENDERER

(A) All instructions are applicable to tender for each individual bare land plots as mentioned in Annex-A. The details of each of the bare land plots proposed for allotment are specifically shown in Annex-A. Each of the bare land plots as shown in Annex -A will be allotted on licence basis for a period of 5 (Five) years through Tender-cum-Auction on Annual licence fee basis with first right of refusal to the existing Licensee.

- (i) Sketch Plan showing the concerned bare land plots against a Plate No. is at Annex -A.
- (ii) The bare land plots will be allotted on as is where is' basis. Only use and occupation of the concerned bare land plots will be allowed.
- (iii) The Licensee shall have to utilize the bare land plots against a Plate No. for the purpose of transit storage of export / import/ Coastal cargo.

(B) Eligibility Criteria of the Tenderer:

Only Importer / Exporter are eligible to participate in the tender.

(C) Inspection of site:

An inspection of the site will be arranged at 13:00 Hrs. on 15-11-2017 after the Pre-Bid Meeting. Interested tenderers may participate in the site inspection if they so desire.

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

(D) Pre-Bid Meeting:

A pre-bid meeting will be held at the office of Sr. Dy. Manager (Sh & CH) at Operational Administrative Building, Chiranjibpur on 15-11-2017 at 11:00 Hrs. Attending the Pre-Bid Meeting is not mandatory.

Clarification regarding technicality of downloading and submission of Bid for e-tendering, queries etc. may be send to e-mail of MSTC (<http://www.mstcecommerce.com/auctionhome/kopt/index.jsp>).

Queries pertaining to the matters other than technicality of downloading and submission of Bid for e-tendering etc. may be forwarded before 13-11-2017 at 17:00 Hrs. to the following email IDs:

- akmahapatra.hdc@nic.in
- sudiptob.hdc@nic.in

(E) Tender Document Cost:

Tender Document has been hosted in the web sites of Kolkata Port Trust, (www.kolkataporttrust.gov.in) and MSTC (<http://www.mstcecommerce.com/auctionhome/kopt/index.jsp>). Interested tenderers may download the tender document from the said websites. For participation in the tender MSTC website may only be used. The intending tenderers should submit the tender cost amounting to Rs. 1,000/- (non-refundable) alongwith their offer otherwise their offer will be summarily rejected. The procedure for submission of tender cost may be followed as detailed in clause - g (ii) of Schedule of Tender.

(F) Earnest Money:

- a) The Earnest Money is mentioned in Annex - A against each Plate No. The tenderers intending to bid against any plate number shall be required to submit the said amount of Earnest Money along with their offer otherwise their offer will be summarily rejected. The procedure for submission of Earnest Money may be followed as detailed in clause - g (i) of Schedule of Tender.
- b) The amount of Earnest Money will be refunded to the unsuccessful tenderers without interest. In the case of successful tenderers, this amount will be adjusted against the Security Deposit payable.
- c) Mere submission of offer will not mean that the offer will be automatically considered qualified and bid will be entertained.

(G) Forfeiture of Earnest Money:

- i) The Earnest Money shall be forfeited if the tenderer withdraws its offer during the interval between the last date and time of submission of the offer i.e. 14:00 Hrs on 29-11-2017 including any extension thereof and expiration of the validity period of the offer including extension thereof. In this connection, item (N) may also be seen.
- ii) The successful tenderer shall have to accept the terms & conditions of the offer of licence and remit requisite advance Annual licence fees for 1st year. Security Deposit shall also have to be paid 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.

(H) Financial Involvements:

- i) The tenderers shall have to quote in the Price bid at Annexure- III (in figures, the maximum **Rate of Licence Fees per 100 sq. mtrs. per month**) they can offer for bare land plots against Plate No. for which the tenderers intend to submit their offer, over and above the Reserve Rate of licence fees as given at Annex - A. The offer of a tenderer who quotes an amount less than the Reserve Rate of licence fees as mentioned at Annex-A shall be rejected outright with forfeiture of Earnest Money.
- ii) Annual Licence Fees, Security Deposit, payable by the successful tenderer.
 - a) The annual licence fee for the plot concerned calculated on the basis of area of the plot and the rate of Licence Fees accepted by KoPT through tender-cum-auction at the time of allotment of bare land concerned will have to be paid along with GST etc. as applicable,

prior to handing over the bare land. The successful tenderer will also have to communicate acceptance to the terms and conditions of the licence prior to handing over possession of the bare land.

- b) The rate of licence fees will be enhanced every year by 2% of the licence fee payable in the preceding year or the schedule licence fee then in force whichever is higher. During the tenure of the licence, if the scheduled rate of licence fee becomes higher than the licence fee being paid by the licensee, the scheduled rate of licence fee will be applicable straightaway from the date the scheduled licence fee becomes applicable. Thereafter the licence fee will be escalated as per the provisions of the SoR prevailing at the relevant point of time.
- c) The successful tenderer shall have to pay Annual Licence Fees and GST etc. as applicable every year in advance, during the entire period of the Licence. Each year shall be reckoned from the date of commencement of Licence i.e date of handing over the bare land concerned on observance of required formalities.
- d) However, the successful tenderer shall deposit the amount equivalent to 12 months Licence Fees for the bare land concerned towards advance Licence Fees with GST etc. as applicable, for 1st year, prior to handing over bare land plot.
- e) For subsequent years, the claim of licence fee bills will be made in advance. The advance licence fees payable, whether demanded or not shall be paid by the successful tenderer within 15 days from the date of beginning of each year. The other dues, as applicable, shall be paid by successful tenderer within 15 days from the date of payment notice.
- f) In case of default in payment of advance licence fees and other dues within one month from the due date of payment specified above, interest @ 12% per annum plus taxes (if applicable) shall be charged on the outstanding dues from the due date of payment.
- g) The successful tenderer shall keep Security Deposit equivalent to 50% of the offered annual license fees plus Administrative Deposit @ 15% for the bare land plots prior to handing over the plot concerned. The Security Deposit is refundable without interest after completion of licence period subject to adjustment of dues /damages.
- h) Annual licence fees actually payable will be charged on the area of bare land actually allotted after joint demarcation. The amount of Annual licence fees and Security Deposit may vary depending on the area of bare land allotted and the successful tenderer shall be liable to make payment in this respect, if required.

(I) Vacation of premises for failure to exercise the First Right of Refusal

In case of failure to exercise the "First Right of Refusal" or inability to match the highest bid in tender- cum-auction, the Existing Licensee will be bound to vacate the premises on 7 days' notice, failing which, KoPT/HDC may take any necessary action as deemed fit and the existing licensee shall not have any claim from KoPT/HDC in the matter whatsoever.

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

- i) The tender should be submitted to Sr. Dy. Manager (Sh & CH), Haldia Dock Complex, Operational Administrative Building, P.O. Chiranjibpur, Dist. Purba Medinipore, Pin. 721604, through MSTC Ltd. (<http://www.mstcecommerce.com/auctionhome/kopt/index.jsp>) not later than 14:00 Hrs. on 29-11-2017 after which time and date, no offer shall be accepted.

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

- ii) The Part - I: Techno-Commercial Bid of the tender shall be opened electronically at 15:00 Hrs. on 29-11-2017. Tenderers or their authorized representative may witness the said electronic opening of Bid.
- iii) The Part - II: Price Bid will be opened electronically after conducting the e-auction of only those tenderers who techno-commercially qualify on a subsequent date, for which date & time will be intimated separately to the concerned tenderer only.

(K) Substitution, Withdrawal of Tender:

The tenderer may substitute or withdraw its offer after submission, before the due date and time of submission of offer i.e. 14:00 Hrs. on 29-11-2017 or any extension thereof as per provision given at **Annexure -I**. No offer shall be substituted or withdrawn by the tenderer after the due date and time of submission of offer or any extension thereof.

(L) Amendment of Tender Document:

At any time prior to the due date for submission of tender, HDC/KoPT may, for any reason, whether at its own initiative or in response to queries/clarifications raised by the tenderer(s) during the pre-bid meeting or otherwise modify the Tender Document by the issuance of Addendum in official website of KoPT (www.kolkataporttrust.gov.in) and also in the website of MSTC (<http://www.mstcecommerce.com/auctionhome/kopt/index.jsp/>).

In order to afford prospective tenderer(s) reasonable time in which to take an Addendum into account, or for any other reason, KoPT may, at its discretion, extend the Due Date of Submission of tender through appropriate notification in the official website <http://www.kolkataporttrust.gov.in> and also in the website of MSTC (<http://www.mstcecommerce.com/auctionhome/kopt/index.jsp/>).

(M) Validity of Offer:

The offer shall remain valid for acceptance for a period of 6 (Six) months from the date of opening of Techno Commercial Part of the tender.

(N) Extension of validity of offer:

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

(O) Acceptance to Port's offer of allotment

After finalization of the tender through tender-cum-auction, the offer of allotment of bare land will be made to the concerned successful tenderer/s. The successful tenderer/s shall thenceforth be required to again formally accept the terms & conditions of the offer of licence and execute an Agreement to this effect on non judicial stamp paper of Rs. 100/- and also remit requisite advance Annual Licence Fees, Security Deposit etc within one month from the date of the offer letter, failing which, the offer may stand cancelled and the Earnest Money deposited by the tenderer shall stand forfeited. The physical possession of bare land will be handed over after completion of the required formalities as will be specified in the offer letter.

GENERAL INSTRUCTIONS TO THE TENDERER:

Preparation and Submission Procedure of Tender:

- a) The tender must be submitted in the name of purchaser of the tender document itself.
- b) **Language:** The tender and all related correspondence and documents shall be written in English Language. Supporting materials, which are not translated in English and duly certified, may not be considered.
- c) **PART-I:** Techno-commercial Bid duly superscribed the Tender No. MTO/G/672/3484 shall contain the following:-
 - i) Tender Document, corrigendum and addendum (if any) duly signed & sealed.
 - ii) Profile / Experience of the Tenderer as per Annex-C, duly filled in, signed and sealed.
 - iii) The following certificates & documents duly signed and sealed.
 - (a) Certificate/ IE Code issued by Director General Foreign Trade (DGFT) showing that the tenderer is an Importer/ Exporter.
 - (b) Duly attested copy of Partnership Deed and Power of Attorney in case the tenderer is a Partnership Firm.
 - (c) Certified copy of the Certificate of Incorporation, Memorandum & Article of Association and Power of Attorney in case the tenderer is a Company.
 - (d) PAN/ TAN, as applicable.
 - (e) GST Certificate / Code (if applicable).
 - (f) Other documents, which the tenderer wants to submit (duly signed & sealed).
 - iv) Details of Earnest Money Deposit as per Annex-IV, duly filled in, signed and sealed.

Note -The existing licensees of different Plate Nos. are not required to submit the documents under Sl. No. (iii) (a) to (c).

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

Part - II: Price Bid shall contain only the rate of Licence Fees and no conditions whatsoever. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection. Price Bid' to be submitted on line through e-tendering process as detailed at Annexure-I.

- d) Mere submission of Tender Document will not mean that a particular tender will be automatically considered qualified. Such qualification will be examined at the time of evaluation of bids.
- e) The substitution or withdrawal of offer may be done as per provision mentioned at Annexure - I before due date and time for submission of the offer. In such case, only the substituted offer would be considered & the offer earlier submitted would not be considered.

EVALUATION CRITERIA:

(A) Test of Responsiveness:

- a) Prior to evaluation of Techno Commercial Bid of the tender. Port will determine whether each offer is responsive to the requirements of the tender document. A tender shall be considered responsive if the tender: -
 - i) Is submitted within the due date including extension period, if any.
 - ii) Is signed, sealed and marked as stipulated in the tender document.
 - iii) Is accompanied by the required Power of Attorney(s) (As per Annex-B).
 - iv) Contains all the information as requested in the tender document.
 - v) Contains information in Formats as specified in this tender document.
 - vi) Does not show inconsistencies between the offer and the supporting documents.
 - vii) Proposes no change in the offer as compared to the terms & conditions of the allotment as detailed in this tender document
 - viii) Accompanied by declaration to the effect that their quotes are not below the reserve rate of rent as given at Annex- A.

b) Clarifications:

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

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

c) Confidentiality:

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

(B) EVALUATION OF TECHNO -COMMERCIAL BID:

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

- i) Pages - 1-27 of the tender document duly signed & sealed as token of acceptance.
- ii) Profile/ Experience of the Tenderer as per Annex -C, duly filled in & signed and sealed.
- iii) Required certificates & documents as indicated below (duly signed and sealed)
 - (a) Certificate/ IE Code issued by Director General Foreign Trade (DGFT) showing that the tenderer is an Importer/ Exporter.
 - (b) Duly attested copy of Partnership Deed and Power of Attorney in case the tenderer is a Partnership Firm.
 - (c) Certified copy of the Certificate of Incorporation, Memorandum & Article of Association and Power of Attorney in case the tenderer is a Company.
 - (d) PAN/TAN, as applicable
 - (e) GST Certificate/Code (if applicable).
 - (f) Other documents, which the tenderer wants to submit (duly signed with seal).
- iv) Details of Earnest Money Deposit as per Annex-IV, duly filled in, signed and sealed.
- v) Declaration of Tenderer as per Annex-VI, duly filled in, signed and sealed.

Note: The importers / exporters who are the licensees of the different Plate Nos. included this tender are not required to submit the documents under Sl. No. (iii) (a) to (C). –

(C) EVALUATION OF PRICE BID:

- (i) KoPT will call all the techno-commercially qualified tenderers to participate in the auction first on the scheduled date and time.
- (ii) After auction, the Price Bids of techno-commercially qualified tenderers only will be opened.
- (iii) The tenderer quoting highest amount either (a) highest bid in auction or (b) the highest bid in tender, will be the H1 tenderer for respective Plate Nos. as given at Annex-A.
- (iv) In case there is only one techno commercially qualified tenderer, the bid will be evaluated on the basis of the quoted rate in the tender only subject to the same being over and above the reserved rate of licence fee (per 100 sq. mtrs. per month). In such cases, no auction will be conducted.
- (v) The Existing Licensee of the plate concerned may avail the 'First Right of Refusal' if they do not become H1 bidder. Subsequent to auction, KoPT would ask them to inform within 7 days from the date of such communication whether they would outbid the rate of licence fee quoted by the H1 bidder and if they outbid the same, they would become the

successful bidder. In case, the Existing Licensee fails to reply within the stipulated period or communicates his inability to outbid the licence fee quoted by the H1 bidder in the auction, he will have to hand over the land being tendered out to KoPT, within 7 days from the date of expiry of the aforesaid time frame or from the date the existing Licensee communicates his refusal to outbid the rate of licence fee quoted by the H1 bidder, whichever is earlier.

- (vi) In case of Existing Licensee becomes the successful bidder, licence of the concerned bare land plot will be granted in favour of successful bidder on observance of the required formalities.

(D) Terms and Conditions of License

The terms and conditions of issue of license and salient conditions of allotment of the bare land as enumerated below are to be read in conjunction with the **GENERAL INFORMATION & INSTRUCTIONS TO THE TENDERERS** and other terms and conditions as may be imposed by the competent authority while granting the license.

1. Allotment of the bare land plots, as specified in Annex - A will be made in favour of successful tenderer on licence for a period of 5 years on "as is where is" basis for the purpose as specified in Annex – A, primarily for transit storage of dry bulk.
2. The licence is terminable on 60 days' notice on either side. No claim for any compensation whatsoever for such revocation of the licence will be entertained. The licensee shall not be entitled to exercise such option prior to expiry of 12 months from the date of taking over the bare land plots concerned on observance of the required formalities from KoPT. However, if the licensee exercises such option prior to expiry of 12 months, his Security Deposit will be forfeited and no refund of amount paid will be entertained.
3. The licensee shall have to pay Licence Fees as accepted by the KoPT through tender-cum-auction route or the latest SoR whichever is higher at the time of allotment plus GST etc. as applicable in respect of the concerned bare land plots.

The rate of licence fees will be enhanced every year by 2% of the licence fee payable in the preceding year or the schedule licence fee then in force whichever is higher. During the tenure of the licence, if the scheduled rate of licence fee becomes higher than the licence fee being paid by the licensee, the scheduled rate of licence fee will be applicable straightaway from the date the scheduled licence fee becomes applicable. Thereafter the licence fee will be escalated as per the provisions of the SoR prevailing at the relevant point of time.

4. The licensee shall have to pay Annual License Fees and GST, taxes etc. as applicable every year in advance, during the entire period of the License. Each year shall be reckoned from the date of commencement of License i.e date of handing over the land /waterbody concerned on observance of required formalities.

5. The licensee shall deposit the amount equivalent to 12 months Licence Fees for the bare land plots concerned towards advance Licence Fees with GST etc. as applicable, for 1st year, prior to handing over bare land plots.
6. For subsequent years, the licence fees bill will be raised in advance. The advance licence fees payable, whether demanded or not shall be paid by the licensee within 15 days from the date of beginning of each year. The other dues, as applicable, shall be paid by the licensee within 15 days from the date of payment notice.
7. In case of default in payment of advance licence fees and other dues within one month from the due date of payment specified above, interest @ 12% per annum shall be charged on the outstanding dues from the due date of payment
8. The licensee shall have to pay non interest bearing Security Deposit equivalent to 50% of the offered annual license fee plus Administrative Deposit @ 15% for the land concerned, prior to handing over the land. He shall be required to supplement the Security Deposit by an amount falling short after adjustment of the Earnest Money to Security Deposit. The Security Deposit is refundable after completion of the licence period (without any interest) subject to adjustment of dues/damages, if any.
9. The licence fee will be charged, from the date of handing over of the concerned plot of bare land on compliance of the required formalities, on actual area to be found on demarcation. The amount of non-interest bearing Security Deposit will also be determined on the actual area as found on demarcation and the licensee will be required to supplement the same by a further sum towards non-interest bearing Security Deposit, if required.
10. In addition to licence fee, the licensee shall be required to pay Municipal Taxes, if required.
11. Electricity and water to the bare land plots concerned shall have to be arranged by the licensee at their own cost and arrangement from the respective competent authorities. However, they shall have to obtain way leave permission, in advance, on payment of requisite charges from KoPT for laying electric lines, pipelines for supply of water, etc. to be laid on KoPT land for the above purpose.
12. However, if electricity and water is supplied from the KoPT source, applicable charges would be levied.
13. The licensee will be required to pay and discharge all present and future rates, Cesses, taxes, duties, charges, assessments, outgoings and premium in respect of policy of insurance against any risk whatsoever which are now or at any time hereafter be assessed, charged or imposed upon or payable in respect of the licensed bare land plot and/or building or structure erected by licensee on land concerned except the owners' share of municipal taxes in respect of the land.
14. The licensee shall ensure that no other person or party occupies or encroaches upon any portion of the allotted land. The licensee shall keep the land in good sanitary order and

condition to the satisfaction of all concerned authorities. The licensee shall also demarcate the property under licence and at his cost permanently display the following information in respect of the property:-

Owner: Kolkata Port Trust, Haldia Dock Complex
 Plate No.:
 Area under Licence:
 Name of Licensee:
 Period of Licence: From _____ to _____

15. Once the bare land plot is handed over, its security, fire-fighting and other civic facilities/arrangement as required, unless otherwise specified, shall have to be made by the licensee at their own cost and to the satisfaction of all concerned authorities. In case of any damage to Trustees' property or neighboring property due to acts of omission/commission of the licensee, the licensee shall have to bear all costs and consequences thereof. The licensee shall be liable for safekeeping of the cargo stacked in the plot.
16. The licensee shall follow all safety norms as specified by the competent authority/authorities. They shall have to obtain all statutory clearances as may be required under the law, including environmental clearance, if necessary, at their own cost and arrangement. The licensee will also take all anti-pollution and environment friendly measures in consultation with West Bengal Pollution Control Board and other statutory organizations. The licensee shall be solely responsible for any pollution and environmental degradation arising out of their activities.
17. The licensee shall allow entry of authorized KoPT personnel for inspection during the period of license, as and when required.
18. After the expiry/termination/determination of licence and despite receiving the notice thereof, or forfeiture of licence on account of change of user, assignment etc. if the licensee submits specific appeal for renewal of license for the purpose of evacuating the cargo already lying in the concerned plot, KoPT may renew the license for a maximum period of 2 months to allow evacuation of cargo remaining in the plot. However, further aggregation of cargo in the shall not be allowed in such cases.

Upon expiry of such renewal of license for a maximum period of 2 months or after expiry/termination/determination of licence and despite receiving the notice thereof, or forfeiture of licence on account of change of user, assignment etc. if the licensee does not submit any specific appeal for renewal of the license for evacuating cargo lying in the plot and continues to occupy it unauthorisedly, the licensee shall be liable to pay compensation for wrongful use and occupation of the same, as per the provisions of latest SoR till vacant possession is obtained by KoPT/HDC.

19. The licensee shall have to utilize the bare land plots concerned for the purpose for which it has been allotted, otherwise the license shall be liable for termination.
20. The licensee shall not transfer, assign, sublet or share use of the allotted bare land plots or any part thereof with anybody or with any organization.
21. KoPT/HDC may consider renewal of licence/grant of fresh licence for a further term after expiry of the concerned licence, through tender-cum-auction with first right of refusal to the existing licensee if the concerned plot of bare land is not required by the KoPT/HDC for its own use, provided the said licensee does not have any breach of terms and conditions of licence and applies for renewal of licence for a further term at least 6 (six) months prior to expiry of the concerned licence.
22. The bare land plots will be allotted on "as is where is" basis.
23. No structure of permanent nature shall be allowed to be constructed on the licensed premises.
24. Without prejudice to other appropriate action being taken, charges will be recovered for encroachment of KoPT's covered space as per prevailing Schedule of Rent of KoPT's Land and Buildings at Haldia.
25. Other terms and conditions of KoPT's Land Policy Guidelines and Schedule of Rent of KoPT's Land and Buildings at Haldia shall also be applicable.
26. The licensee would have to ensure minimum guaranteed throughput (MGT) of dry bulk cargo for ship-face handling for the different plots as follows:-

Plot No.	MGT (in tones) to be achieved in a period of 12 months from the date of handing over possession of the land
LAMS150202	48,000
LAMS150255	48,000
LAMS150275	60,000
LAMS160088	96,000
LAMS160339	36,000
LAMS170067	24,000
LAMS170068	60,000
LAMS170078	60,000

The above MGT shall be backed by commensurate Bank Guarantee towards applicable wharfage and on board handling charges (as appended against the relevant clauses of the prevailing Scale Of Rates) applicable for foreign Coal cargo. In case of failure to mobilise the MGT Quantity, during the period of license, Bank Guarantee towards applicable wharfage and on board handling charges, at the rates stated above, pertaining to the shortfall quantity would be encashed. However, the licensee may opt for making such payment separately and in such cases the Bank Guarantee may not be encashed Along with applicable rate of GST.

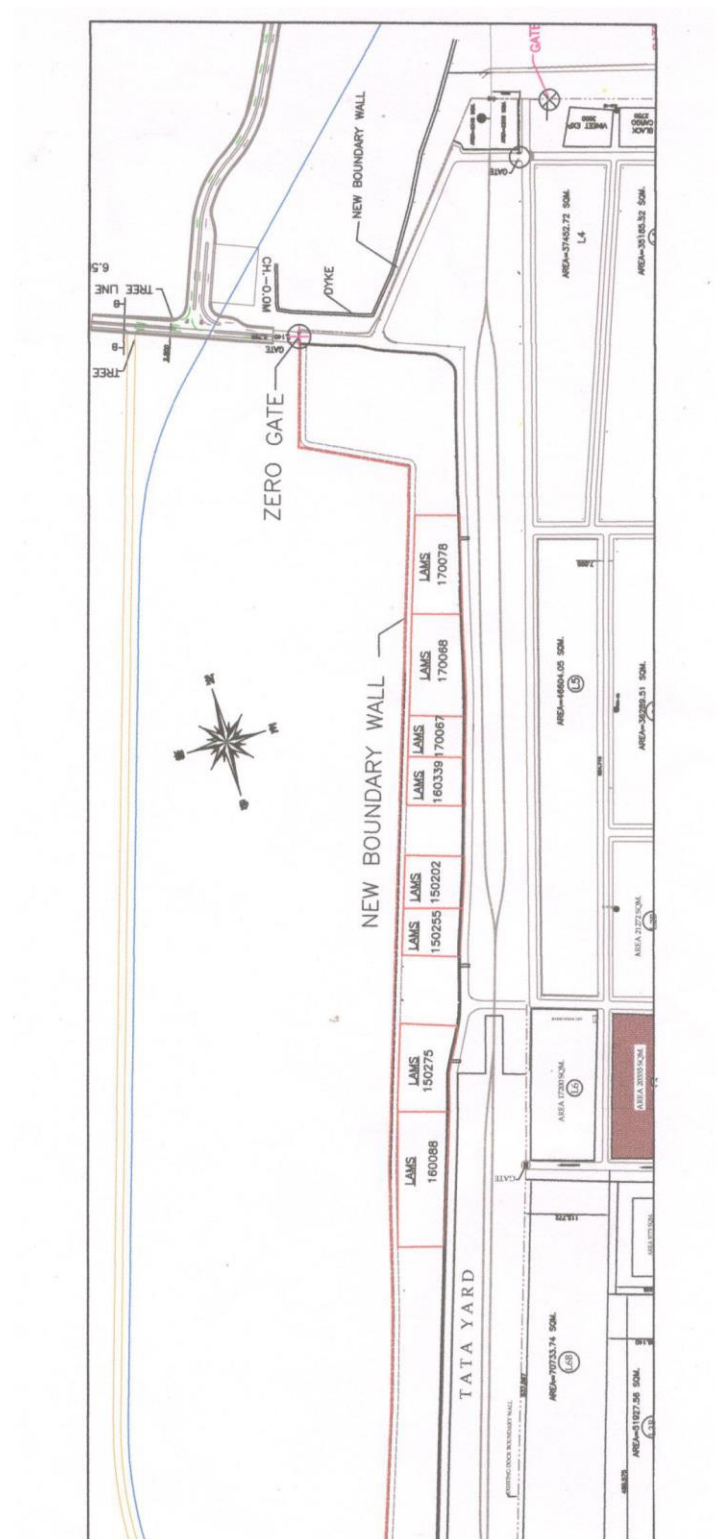
The licensee, would also be allowed to use the plot for transit storage of break bulk cargo, however, the quantity of such cargo shall not be considered for the purpose of MGT.

Note: KoPT/HDC at any stage, however, reserves the right to accept or reject any or all the offers without assigning any reason therefore whatsoever.

Bare land plots in the Dock Interior Zone of Haldia Dock Complex.

SL	Plate No.	Plot ID	Occupied by existing Licensee.	Area (Sq. Mtr.)	Reserve Price Rs. (per 100 sq. mtr. per month)	Earnest Money (Rs.)
1.	LAMS 150202	EDS_046, EDS_049, EDS_048, EDS_047	SHARP FERRO ALLOYS LTD	4,000	4,309.50/-	10,34,280/-
2.	LAMS 150255	EDS_050, EDS_053, EDS_052, EDS_051	MODERN INDIA CON-CAST LIMITED	4,000	4,309.50/-	10,34,280/-
3.	LAMS 150275	EDS_064, EDS_068, EDS_067, EDS_066, EDS_065	OSWAL MINERALS LIMITED	5,000	4,309.50/-	12,92,850/-
4.	LAMS 160088	EDS_070, EDS_077, EDS_076, EDS_075, EDS_074, EDS_073, EDS_072, EDS_071	RAWMET RESOURCES PVT.LTD	8,000	4,309.50/-	20,68,560/-
5.	LAMS 160339	EDS_039, EDS_041, EDS_040	IMPEX FERRO TECH LTD	3,000	4,309.50/-	7,75,710/-
6.	LAMS 170067	EDS_037, EDS_038	IMPEX FERRO TECH LTD	2,000	4,309.50/-	5,17,140/-
7.	LAMS 170068	EDS_032, EDS_033, EDS_034, EDS_035, EDS_036	SHYAM SEL & POWER LTD.	5,000	4,309.50/-	12,92,850/-
8.	LAMS 170078	EDS_027, EDS_028, EDS_029, EDS_030, EDS_031	SHYAM FERRO ALLOYS LIMITED	5,000	4,309.50/-	12,92,850/-

Sketch of the Bare land plots in the Dock Interior Zone of Haldia Dock Complex.



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

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

Dated :

POWER OF ATTORNEY

To Whomsoever It May Concern

Mr. _____ (Name of the Person(s), domiciled at
_____ (Address), acting as _____ (Designation
and name of the firm), and whose signature is attested below, is hereby authorized on behalf of
_____ (Name of the tenderer) to provide information and respond
to enquiries etc. as may be required by the Haldia Dock Complex, Kolkata Port Trust or any
governmental authority in connection with Haldia Dock Complex, Kolkata Port Trust's Tender No.
MTO/G/672/3484 and is hereby further authorized to sign and file relevant documents in respect of the
above.

(Attested signature of Mr. _____)

For _____ (Name of the Tenderer)

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

Tender No. MTO/G/672/3484

PROFILE OF THE TENDERER**(To be filled up on line)**

1.	(a)	Name of the tenderer :	
		[Refer to item 1 (B) of <u>General Information of the Tender before filling up</u>]	
	(b) (i)	Address for communication. :	
	(b) (ii)	Address of local/branch office, if any	
	(c)	Reference of communication modes. :	
	(i)	Telephone:	
	(ii)	FAX:	
	(iii)	Email:	
	(d)	Date of Incorporation and commencement of business of tenderer :	
	(e)	PAN Number details:	
	(f)	VAT Registration details:	
	(g)	Current IT Return:	
	(h)	Professional Tax Challan	
	(i)	GST registration code:	
	(j)	IE Code/ Certificate issued by DGFT:	
2.		Brief description of the Tenderer. :	
3.		Details of the existing business of the tenderer including years of operation. :	

Date: _____

Place: _____

(Signature)

Enclosures: _____ Nos.

Designation & Seal of Office)

Tender No. **MTO/G/672/3484****PART-II: PRICE BID****(Tenderer not to quote here to be filled up/quoted online only)****1. Rate of licence fee quoted by the Tenderer**

Plate No.	Description of bare land plot	Rate of licence fee quoted per 100 sq. mtrs. per month for bare land plot (in Rs.)

(Signature & office seal of the Tenderer)Witness

Name :

Address :

Signature :

Note:

- 1) The offer of a tenderer who quotes an amount less than the Reserved Rate of licence fee, i.e. Rs. 4,309.50/- per 100 sq. mtrs. per month, against the Plate number it has submitted the offer against the plate numbers it has submitted the offer, shall be rejected outright.
- 2) 'Price Bid' shall contain rates of licence fee only and no conditions whatsoever. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection.
- 3) Earnest Money of the tenderers, quoting less than Reserve Rate of licence fee, will be forfeited and the tenderer shall not qualify.

Tender No. **MTO/G/672/3484****Details of Earnest Money Deposit**

SL No.	PlateNo.	EarnestMoney deposited (Rs.)	UTR No.
1	LAMS150202		
2	LAMS150255		
3	LAMS150275		
4	LAMS160088		
5	LAMS160339		
6	LAMS170067		
7	LAMS170068		
8	LAMS170078		

Tender No. **MTO/G/672/3484**

DOCUMENTS TO BE UPLOADED

(Documents to be filled up, signed with seal, scanned and uploaded)

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

- i) Power of Attorney - Annex - B of tender document
- ii) Pages - 1 to 27 of the tender document duly signed & sealed as token of acceptance.
- iii) Profile/ Experience of the Tenderer as per Annex -C, duly filled in & signed and sealed.
- iv) Required certificates & documents as indicated below (duly signed and sealed)
 - (a) Certificate showing that the tenderer is a Port user/Contractor/other service provider engaged by KoPT duly supported by an appropriate certificate issued by the concerned Division of HDC.
 - (b) Duly attested copy of Partnership Deed and Power of Attorney in case the tenderer is a Partnership Firm.
 - (c) Certified copy of the Certificate of Incorporation, Memorandum & Article of Association and Power of Attorney in case the tenderer is a Company.
 - (d) PAN/TAN, as applicable
 - (e) GST Certificate/ code (if applicable).
 - (f) Other documents, which the tenderer wants to submit (duly signed & seal).
- v) Details of Earnest Money Deposit as per Annex-IV, duly filled in, signed and sealed.

Note -The existing licensees of different Plate Nos. are not required to submit the documents under Sl. No. (iv) (a) to (C).

Tender No. **MTO/G/672/3484****DECLARATION BY THE TENDERER/BIDDER****(To be filled up. signed with seal, scanned and uploaded)**

1. Tender Document (No. MTO/G/672/3484 and fully understood its content including the General Information & Instructions to Tenderers and evaluation criteria, hereby submit the Tender for allotment of KoPT bare land plot under Plate No. _____, under Annex - A, msg. about _____ sq. mtrs of bare land in the Dock Interior Zone of Haldia Dock Complex at Haldia on "as is where is" and license basis for a period of 5 years for the purpose of transit storage of import/export cargo through Tender-cum-Auction with first right of refusal to the existing licensee.
2. I/We accept all the terms & conditions of the Tender Document (MTO/G/672/3484).
3. I/We have deposited requisite Earnest Money and Tender Document Cost for the said tender as per procedure mentioned in Schedule of Tender.
4. I/We submitted copies of the required documents as mentioned at Annexure -IV of the Tender Document.
5. I/We have quoted the rate of licence fee in Price Bid (Annexure-III) not below the Base rate of licence fee as per column _____ of Annex - A under GENERAL INFORMATION TO THE TENDERER.
6. I/We have not been debarred by the Central / any State Government or Quasi-Government Agency or PSU in India.
7. I/We declare that:-
 - a. I / We have examined and have no reservations to the Tender Document issued by KoPT thereon.
 - b. I / We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.
8. I / We understand that KoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at anytime without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
9. I / We hereby undertakes that we will abide by the decision of KoPT in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by KoPT in this regard.

Date :**Signature of the bidder with office seal****Witness:**

Sl. No.	Name	Address	Signature