

Notice Inviting Tender
N. I. T. No. KoPT/KDS/LND 95-2017

KOLKATA PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
ESTATE DIVISION
15, Strand Road,
Kolkata – 700 001
Website: kolkataporttrust.gov.in
email address: estate.kds@kolkataporttrust.gov.in

E-Tender **having First Right of Refusal** under two-part system (Part I: Techno-Commercial Bid and Part II: Price Bid) for “Allotment of a plot of land/structure/ property **at Coal Dock Road**, as detailed in this tender document, on long term lease of 30 years, *on ‘as is where is’ basis*, without renewal option, against payment of annual rent or upfront, to willing bidders through e-tender-cum e-auction” is invited.

Tender Document and extension or any other notice/ corrigendum/ addendum/ clarifications, if any, are being hoisted in the websites of Kolkata Port Trust (www.kolkataporttrust.gov.in) and MSTC (www.mstcecommerce.com). However, Bid Document and extension or any other notice/ corrigendum/ addendum/ clarifications, if any, may be downloaded from MSTC website only. Bidders are advised to visit the websites regularly. In other words, the MSTC website shall have to be accessed for the sake of submission of bid, while KoPT website is only for the purpose of viewing/ intimation of the prospective bidders.

SCHEDULE OF TENDER (SOT):

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| a. | MODE OF TENDER | e-tender System by Online Part I - Techno-Commercial Bid and Online Part II - Price Bid through www.mstcecommerce.com/auctionhome/kopt/index.jsp of MSTC Ltd. The intending bidders are required to submit their offers electronically as per following schedules through e-tendering portal. No tender shall be accepted by the office of KoPT, if submitted by hard copy, except some specified documents (as mentioned hereunder in this tender document). The said specified documents shall have to be submitted to the specified tender box kept at the office of Estate Manager, Kolkata Port Trust (KoPT). |
| b. | Date of NIT available to parties to view | From 12.12.2017 |
| c. | Duration of submission of query by mail and request for site inspection | Till 02.01.2018 |
| d. | Pre-Bid Meeting | At 12 noon on 03.01.2018 at KoPT Head Office Conference Room at 15, Strand Road, Kolkata – 700 001 |
| e. | Date & time of uploading the Addendum, if any | As will be notified after Pre-bid meeting |
| f. | Last date and time of remittance of tender fee & Earnest Money Deposit | Till 5 P.M. on 16.01.2018 |

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| | into the box at the office of Estate Manager | |
| g. | Last date and time of submission of online Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/ | Till 5 P.M. on 16.01.2018 |
| h. | Last date and time of submission of hard copies of the listed papers into the specified box kept in the office of Estate Manager | Till 5 P.M. on 16.01.2018 |
| i. | Date & time of opening of sealed envelope containing tender fee & EMD | At 12 noon on 17.01.2018 |
| j. | Date & time of opening of Part-I (i.e. Techno-Commercial Bid) | At 12 noon on 17.01.2018 |
| k. | Date & time of e-auction and opening of Part II (i.e. Price Bid) shall be informed separately at appropriate time to only the techno-commercially qualified bidders. | |

Note:

Opening of on-line bid and hard copies of documents are not public events and hence, presence of bidders is not required for such events.

However, opening of sealed envelopes containing tender fee and EMD is a public event. Presence of bidders or their authorized representatives is required during opening of tender fee and EMD envelopes.

Estate Manager
ESTATE DIVISION
GENERAL ADMINISTRATION DEPARTMENT
KOLKATA PORT TRUST
15, Strand Road, Kolkata - 700 001
Tele- Fax No. 91-33-2210-7634
email address : (estate.kds@kolkataporttrust.gov.in)

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NIT No. KoPT/KDS/LND 95-2017**DETAILS OF PLOT****1 No. Land/ Land & Structure on long term lease of 30 years for various purposes, on annual rent basis**

| Plot No. | Name of Plot | First Right of Refusal to be offered to | Area to be leased out (Appox in Sqm.) | Reserve Annual Rent (excluding tax) (in Rs.) | Purpose of lease | Valuation of Structure, if any, as per valuation report (in Rs.) | Valuation of structure to be paid to | EMD (Rs.) |
|-----------------|--|--|--|---|--|---|--|------------------|
| B7 | Land at Coal Dock Road. Sketch No-9050-D-II | M/s. Hooghly Marine Engg. and Transport Service Pvt. Ltd | Land – 1 st Belt – 1129.04 | 7,52,825/- | Storage, Mercantile, Business, Extension of existing Industrial Building, Ship Breaking, Port and allied facilities and container yard | 41,13,900/- | M/s. Hooghly Marine Engg. and Transport Service Pvt. Ltd | 75,283/- |

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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.

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| 1. | <p>Process of E-tender:</p> <p>A) Registration:</p> <p>(i) The process involves registration of bidders with MSTC e-tender portal which is free of cost. For this purpose, any willing bidder is required to apply online through the MSTC website www.mstcecommerce.com/auctionhome/kopt/index.jsp as per details given in this tender document.</p> <p>(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).</p> <p>(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.</p> <p>(iv) Bidders 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> <p>SPECIAL NOTE: BOTH PRICE BID AND TECHNO-COMMERCIAL BID ARE TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/auctionhome/kopt/index.jsp</p> <p>1) Bidders are required to register themselves online with www.mstcecommerce.com→ Port Lease Property→ KOPT →Registration →Register as Bidders' Filling in details and creating own user-id and password→ Submit.</p> <p>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 KoPT/MSTC (before the scheduled time of the e-tender). Contact person (KoPT):</p> <table border="1" data-bbox="276 1579 1412 1803"> <tr> <td data-bbox="276 1579 845 1803"> 1. Name: Shri J Sengupta Estate Division, KoPT, 5th Floor, Annexe Building, 15, Strand Road, Kolkata – 700 001 Contact No.09674720088 E-mail id: jsengupta@kolkataporttrust.gov.in </td><td data-bbox="853 1579 1412 1803"> 2. Name: Shri S. Dasgupta Estate Division, KoPT, 5th Floor, Annexe Building, 15, Strand Road, Kolkata – 700 001 Contact No.09836298697 </td></tr> </table> <p style="text-align: center;">Contact person (MSTC):</p> <table border="1" data-bbox="276 1848 1412 2024"> <tr> <td data-bbox="276 1848 845 2024"> 1. Shri Sabyasachi Mukherjee Contact No.- 07278030407 (033)22901004 E-mail- smukherjee@mstcindia.co.in </td><td data-bbox="853 1848 1412 2024"> 2. Ms. Sumana Maity Contact No. 09831155225 (033)22901004 E-mail- smaity@mstcindia.co.in </td></tr> </table> | 1. Name: Shri J Sengupta Estate Division, KoPT, 5 th Floor, Annexe Building, 15, Strand Road, Kolkata – 700 001 Contact No.09674720088 E-mail id: jsengupta@kolkataporttrust.gov.in | 2. Name: Shri S. Dasgupta Estate Division, KoPT, 5 th Floor, Annexe Building, 15, Strand Road, Kolkata – 700 001 Contact No.09836298697 | 1. Shri Sabyasachi Mukherjee Contact No.- 07278030407 (033)22901004 E-mail- smukherjee@mstcindia.co.in | 2. Ms. Sumana Maity Contact No. 09831155225 (033)22901004 E-mail- smaity@mstcindia.co.in |
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| 1. Shri Sabyasachi Mukherjee Contact No.- 07278030407 (033)22901004 E-mail- smukherjee@mstcindia.co.in | 2. Ms. Sumana Maity Contact No. 09831155225 (033)22901004 E-mail- smaity@mstcindia.co.in | | | | |

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| | <p>B) System Requirement:</p> <p>i) Windows 7 & above Operating System ii) IE-7 and above Internet browser. iv) Signing type digital signature v) JRE software to be downloaded and installed in the system. To enable ALL active X controls and disable ‘use pop up blocker’ under Tools →Internet Options→ custom level.</p> <p>The system requirements are as follows:</p> <ul style="list-style-type: none"> Operating System- Windows 7 and above Web Browser- Preferred IE 7 and above. Active-X Controls Should be enabled as follows: Tools =>Internet Options =>Security =>Custom Level => Enable all Active-X Controls =>Disable “Use Pop-up Blocker” Java (Latest is JRE 8 Update 121 – File name Windows X-86 Offline) <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 I Visit the Webpage”. <p><u>For details, refer to the “Bidder Guide” and a video guide available under “View Video” Link.</u></p> |
| 2. | <p>Format of Bid:</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: Date &time of e-auction will be intimated separately to theTechno-Commercially qualified bidder. Once the e-auction amongst the qualified tenderers is over, Price Bids of those bidders 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 H1 bid for the tender for the concerned plot. In case a bidder does not participate in the e-auction, his only bid will be that given in the Price Schedule format.</p> <p>In case a bidder does not participate in the e-auction, his only bid will be that given in the Price Schedule format.</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</p> |

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| | <p>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>Bidder(s) are advised to remit payment towards tender fee and EMD in the manner stated hereafter and verify completion of transaction in respect of remittance of the same. In case of failure to do so for any reason, the bidder will not be eligible to submit bid and KoPT will not be responsible on this account.</p> <p>While Tender fee is non-refundable for all the bidders, EMD will be refunded by KoPT to the unsuccessful bidder(s), without interest, against respective PAN. Bank details i.e. name of bank and & address, Current a/c No, IFS Code, cancelled cheque are to be furnished by the bidder for refund. [Such refund is, however, subject to any clause attracting forfeiture of EMD].</p> <p>Details of remittance of payment of EMD and Tender Fee are given hereafter separately.</p> |
| 4. | <p>Submission of on-line bid:</p> |
| 4.1 | <p>The bidder(s), who has /have submitted the above fees, can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com→ Port 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 technically qualified bidders</p> |
| 4.2 | <p>The bidder should allow to run Java Enryption Applet by clicking on allow whenever the Pop-UP asks to do so. This exercise has to be done immediately after clicking on the Techno-Commercial bid. If this application is not allowed to run as and when prompted, the bidder will not be able to save/submit their bid and will get the error messages.</p> |

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| 4.3 | After filling in the Common Terms bidder should click 'save' for recording their Commercial bid. Then the link for Techno-Commercial Bid would be activated and the bidder should click on 'save' for recording their Techno-Commercial bid subsequently. Once the same is done, the Price Bid link becomes active and the same has to filled in and then bidder should click on "save" to record their price bid. Once both the Techno-Commercial bid & Price bid are saved, the bidder can click on the "Submit" button to register their bid. |
| 4.4 | Bidder's alertness / duty: |
| 4.4.1 | There is no provision to take out the list of prospective bidders downloading the tender document from the website mentioned in NIT. Hence, it is not possible for KoPT to intimate each of them individually at every intermediate stage. As such, all prospective bidders are requested to see the website once again before the due date of tender opening to ensure that they have not missed any extension or any other notice/ corrigendum/ addendum/ clarifications, if any, uploaded against the said tender, after downloading the tender document. The responsibility of downloading the subsequent item, if any, will be the sole responsibility of the prospective bidders. |
| 4.4.2 | All correspondence to the bidder(s) after participation in the tender shall be sent by e-mail only during the process till finalization of tender by KoPT. Hence, the bidders are required to ensure that their e-mail ID provided is valid and updated at the stage of their registration with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate). |
| 4.5 | Uploading of documents: Bidders are advised to use 'Attach Docs' link in the bidding floor to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for uploading is 4 MB. For further assistance, instructions of Vendor Guide are to be followed. |
| 4.6 | No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his automatic acceptance of all the terms & conditions for the tender including those contained in the extension or any other notice/ corrigendum/ addendum/ clarifications, if any. |
| 4.7 | Price Bid submission: As detailed in Annexure VII of this tender document. |
| 5. | E-auction: At the stage of e-auction amongst the techno-commercially qualified bidders, the bidders shall only quote the total bid value. |
| 6. | Price bid opening: |
| | Date & time of e-auction will be intimated separately to the Techno-Commercially qualified bidder. Once the e-auction amongst the qualified tenderers is over, Price Bids of those bidders 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 H1 bid for the tender for the concerned plot. In case a bidder does not participate in the e-auction, his only bid will be that given in the Price Schedule format. |

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| NOTE: |
| <p>(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.</p> <p>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.</p> |
| <p>(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.</p> |
| <p>(c) In all cases, bidders should use their own ID and Password alongwith Digital Signature at the time of submission of their bid.</p> |
| <p>(d) During the entire e-tender-cum-e-auction process, the bidders will remain completely anonymous to one another and also to everybody else.</p> |
| <p>(e) The e-tender floor shall remain open from the pre-announced date & time and for such duration as mentioned above.</p> |
| <p>(f) All electronic bids submitted during the e-tender process shall be legally binding on the bidder.</p> |
| <p>(g) 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.</p> |

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Part – I: Techno-Commercial Bid

Guideline for registration & remittance of tender fee and 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.**

2. During registration with MSTC, the following information shall have to be furnished by the bidder. Those mentioned therein as ‘mandatory’, shall have to be necessarily provided in the respective fields.

a) Name of the bidder (mandatory);

b) PAN of the bidder (mandatory);

c) Address of the bidder (mandatory);

d) e-mail id of the bidder (mandatory) [in case the bidder is other than individual, e-mail ID of the authorized representative of the bidder is to be furnished];

e) Mobile No. of the bidder (mandatory) [in case the bidder is other than individual, Mobile No. of the authorized representative of the bidder is to be furnished];

f) Status of the bidder (either of individual, proprietor, partnership firm, company, joint venture, LLIP/ HUF/ Society/ Others (to specify if others) ;

g) Fax No. of the bidder (optional) [in case the bidder is other than individual, Fax No. of the authorized representative of the bidder is to be furnished];

h) Land Phone No. of the bidder (optional) [in case the bidder is other than individual, Land Phone No. of the authorized representative of the bidder is to be furnished].

3. On completion of formalities for such registration by the bidders, 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

4. Now the bidder in possession of unique registration number provided by MSTC and also otherwise in possession of a digital signature for signing, is eligible to make necessary payment for tender fee and EMD as detailed hereunder separately. ***Those not yet having digital signature are required to obtain the same of their own in order to participate in this tender.***

B. Remittance of tender fee and EMD:

1. The **Tender Fee** (non-refundable) of ₹ 500/- (**Rupees five hundred only**) may be deposited in the form of Banker's Cheque/Demand Draft to be issued by any Scheduled Bank of India drawn in favour of 'Kolkata Port Trust'.

2. Also, the bidder shall have to deposit Earnest Money of requisite amount separately as mentioned at Annexure I in the manner in which tender fee is to be remitted (as stated in the preceding para).

3.1 Both the instruments (be it Banker's Cheque/Demand Draft) for Tender fee and Earnest Money shall have to be submitted alongwith filled in Appendix I as annexed with this tender document containing details of such deposits in a sealed envelope into the tender box kept in the office of Estate Manager within the closing time and date of submission of on-line bid.

The sealed envelope containing the same shall bear the following as provided by MSTC to the bidder during registration, legibly superscribed on its outside surface.

'Tender No.....'

'Bidder ID.....'

'Contains tender fee & EMD'

All participating bidders are required to witness opening of the drop box followed by opening of the envelopes containing the said tender fee and EMD as per schedule.

3.2 Also, all off-line documents as applicable for the bidder concerned and as mentioned in Annexure IV, shall also have to be dropped into the same box within the same time schedule as mentioned in the NIT.

4. Tender / offer without the tender fee as above or deposited in any other form (say, by A/c Payee cheque) shall **not** be considered.

5. Any tender for which Tender Fee and Earnest Money are not received within the stipulated time or received in any other manner shall not be considered.

C. Submission of bid:

As detailed in Annexure II above.

D. Refund of EMD:

1. The refund of EMD to the unsuccessful bidder shall be made after finalization of the tender.

2. The successful bidder may convert the EMD into Security Deposit (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 KoPT with / without adjustment of required amount of SD from EMD, as may be decided.

3. Refund of EMD to the remaining unsuccessful bidders for any plot shall be made only by NEFT/ RTGS.

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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 |
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| (i) | Remittance of Earnest Money Deposit (EMD) as indicated in this tender |
| (ii) | Remittance of Tender Fee as indicated in this tender |
| On-line submission of the following | |
| (iii) | Scanned copy of Authorization letter- Appendix – II in favour of the signatory to the tender |
| (iv) | Duly filled in Profile of the tenderer - Appendix – III |
| (v) | Scanned copy of duly filled in Appendix – IV (for undertaking for not having been black-listed etc) |
| (vi) | <p>Self certified scanned copy of duly signed self declaration of the bidder as to the amount of admitted Estate port dues as on the day of NIT as per format given in Appendix – VI (A).</p> <p>Also, a self certified scanned copy of ‘Dues Certificate’ to be issued by Finance Department of KoPT shall have to be uploaded – marked as Appendix – VI (B).</p> <p>In case there are any unpaid dues, the prospective tenderer may be allowed to participate in tender, only if he agrees to pay on upfront basis on becoming successful bidder.</p> |
| (vii) | Self certified scanned copy of filled in proposed purpose of lease - Appendix – VII |
| (viii) | Self certified scanned copy of IT PAN Card/ TAN |
| (ix) | Self certified scanned copy of valid Trade Licence |
| (x) | Self certified scanned copy of IT return of the last financial year |
| (xi) | <p>Scanned copy of Certification by a Chartered Accountant/ Certified Public Accountant with his identity as well as his signature and stamp as to the Net Worth of the bidder for the most recently ended financial year based on Audited Annual Accounts [Net Worth of the bidder should be more than one year’s annual reserve rent, exuding taxes]]</p> <p>If Net worth is lesser than this value, either the techno-commercial offer will be disqualified or the bidder will have to pay the lease rent on upfront basis. The formula for calculation of Net Worth will be as follows :- [{proprietor’s capital (for proprietorship firms)/ partners’ capital (for partnership firms)/paid up capital (for companies) + free reserve } –intangible assets]</p> <p>[Note: where the applicant is a JV/ Consortium the net worth would be taken as the arithmetic sum of the respective net worth of the individual members.]</p> <p>The existing lessees/licensees (for their occupied plots only) or lessee of an expired lease where possession has been taken by the Port, with FRR, if they do not meet the net worth criteria, they will be considered subject to providing a BG equivalent to 5 years’ annual lease rent (excluding taxes) with a validity of 5 years o</p> <p>KoPT reserves the right to get the Net Worth certificate verified from the balance sheet of the last financial year as submitted by the bidder. In case of discrepancy, the findings of KoPT will be final for evaluation purpose and will be binding on the bidder.</p> |

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| | In case discrepancy having less net worth is less as submitted, a notice will be served with 10 days time to indicate whether they are agreeable to pay lease rent on upfront basis on being successful or would like to withdraw the bid. KoPT decision in respect of Net Worth will be final. In case of no reply KoPT will discharge the bid. |
| (xii) | Self certified scanned copy of duly signed cancelled cheque. |
| (xiii) | Self certified scan copy of balance sheet of the last financial year |
| | Off-line submission of |
| (xiv) | Self certified copy of partnership deed or Memorandum of Association & Article of Association, as applicable, for the bidder concerned. |
| (xv) | Duly filled in Appendix – I (regarding details of remittance of Tender Fee & EMD) alongwith Original instruments of tender fee & EMD as detailed above. |
| | Submission of bid |
| Clicking on “ I agree” button to confirm having read and understood and agreed to all terms and conditions of the tender document, addendum, corrigendum, extension notice or any other communication including the sketch | |

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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.

3. Warehousing:-

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

4. When Rail Served:-

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

5. Belting:-

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

6. Valuation fee:-

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

| Slabs | Percent |
|--|---------|
| (a) On the first ₹ 5,00,000 of the asset as valued | 0.154 |
| (b) On the next ₹ 10 lakhs of the asset as valued | 0.0616 |
| (c) On the next ₹ 40 lakhs of the asset as valued | 0.0308 |
| (d) On the balance amount of the asset as valued | 0.0154 |

- Note: (i) The minimum fee amount as per the valuation for the plot varies is ₹ 2,000/-,
(ii) The above shall prevail, unless otherwise required.

7. **Combination of purposes:-**

The lessee shall have to utilize the land/ structure property for any or any combination of purposes conforming to the list of permissible purposes mentioned in the above tables under Annexure – I. The lessee shall have to commence utilizing the allotted plot of land within a period of 24 months from the date of commencement of lease (i.e. date of allotment of land) for any of the permissible purposes offered by the bidder in the instant tender.

8. **Definitions of different purposes:-**

(a) **“Educational Building”** that is to say any building used for school, college, library or day-care purposes as principal use involving assembly for instruction, education or recreation incidental to education;

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

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

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

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

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

(g) **“ Industrial building** that is to say any building or structure or part thereof used principally for fabrication, assembly and or processing of goods and materials of different kinds. Such building shall include laboratories, power plants, smoke houses, refineries, gas plants, mills, daires, factories and workshops;

(h) **“ Storage building”** that is to say any building or part thereof used principally for the storage or sheltering of goods, wares or merchandise as in warehouses. Such building shall include cold storage, freight depots, transit sheds, store houses, public garages, hangars, silos and barns;

(i) “ **Hazardous building**” that is to say any industrial or storage building or part thereof used principally for the storage, handling, manufacture or processing of highly combustible or explosive materials or products which are liable to burn with extreme rapidity or which may produce poisons fumes or explosions during storage, handling, manufacture or processing or which involve highly corrosive, toxic or noxious alkalies, acids or other liquids or chemicals producing flames, fumes, explosions or mixture of dust or which results in the division of matter into fine particles subject to spontaneous ignition;

The bidder should elaborately give the purpose not merely indicating the purposes mentioned in the tender document. They shall indicate under which category of the purpose, their indicated purpose fall and also mention whether it will attract 35% additional or get exemption.

Bidder should exercise extreme cautious while putting up ‘0’ or ‘1’ as in case of any wrong declaration KoPT will charge the appropriate rate and the same will be binding on the bidder.

9. Eligibility Criteria of the Bidder:-

(i) **Net worth of the bidder at the end of most recent financial year (as specified in the tender), certified by Chartered Accountant shall be more than one year’s annual reserve rent (excluding taxes).**

The formula for calculation shall be as follows:

[{Proprietor’s capital (for Proprietorship Firms)/Partner’s capital (for Partnership Firm)/Paid-up Capital (for Companies) plus free reserve} – intangible assets]

(Note: Where the applicant is a JV/Consortium the net worth would be taken as the arithmetic sum of the respective net worth of the individual members. In case, a Company intends to utilize the financial parameter of its parent company, in that event an undertaking to this effect shall have to be furnished by such parent company to accept the financial liability of the bidder concerned.)

The existing lessees/licensees (for their occupied plots only) or lessee of an expired lease where possession has been taken by the Port, with FRR, if they do not meet the net worth criteria, they will be considered subject to providing a BG equivalent to 5 years’ annual lease rent (excluding taxes) with a validity of 5 years only.

KoPT reserves the right to get the net worth certificate verified from the balance sheet of the last financial year as submitted by the bidder. In case of discrepancy, the conclusion of KoPT will be final for evaluation purpose and will be binding on the bidder.

In case discrepancy having less net worth or if net worth is less as submitted, a notice will be served with 10 days time to indicate whether the bidder is agreeable to pay lease rent on upfront basis on being successful or would like to withdraw the bid. In case of no reply, KoPT will disqualify the bid. In case of existing lessees, B.G equivalent to 5 years’ annual rent excluding taxes with a validity period of 5 years only shall be taken before allotment of the plot to the FRR bidder.

KoPT's decision in respect of Net Worth will be final. The format for BG shall be provided by KoPT to the successful bidders with FRR right if so required as stated above.

(ii) Non-pendency of mutually admitted Port Estate dues (for all existing/past plates under KDS and HDC of the prospective bidder) on the date of publication of NIT.

Note:

In case there are any unpaid dues, the prospective bidder may be allowed to participate in tender, only if he agrees to pay the rent for the entire lease period on upfront basis as per Appendix VI on becoming the successful bidder.

10.1 Inspection of site: Prospective bidders are advised to forward the request mail in advance as per schedule mentioned above to the e-mail id: estate.kds@kolkataporttrust.gov.in. No cost incurred by the bidders in preparing their offer or attending inspection of the site or pre-bid meeting will be reimbursed by the KoPT.

10.2 Pre-bid meeting: Prospective bidders are advised to attend the pre-bid meeting at the conference room located at the 2nd floor of KoPT Head office old building at 15, Strand Road, Kolkata – 700 001.

11. Deemed inspection/ participation in the prebid meeting: Irrespective of participation in the site-inspection or pre-bid meeting, the bidders shall be deemed to have inspected the plot and attended the pre-bid meeting before submission of offer and to have considered all relevant aspects necessary for submission of offer.

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

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

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

(iv) Hence, prospective bidders are advised to visit the website (i.e. www.mstcecommerce.com/auctionhome/kopt/index.jsp & www.kolkataporttrust.gov.in) accordingly upto the date (or revised date, if any) of submission of tender.

13. Tender Downloading:

(i) For reading and not for bidding:-

Tender Document has been hoisted in the websites www.mstcecommerce.com/auctionhome/kopt/index.jsp & www.kolkataporttrust.gov.in. Interested bidders may download the tender document from these websites.

(ii) For participation in the tender:-

MSTC website shall have to be accessed only after registration as stated above. The intending bidder shall, thereafter, remit the tender fee amounting to Rs. 500/- (non-refundable) in the manner stated above before submission of offer.

14. Earnest Money:

- a) The Earnest Money against the plot of land/structure/ property for which the bidder intends to submit the offer, shall be remitted in the manner stated above before submission of offer.
- b) The amount of Earnest Money will be refunded to the unsuccessful bidders without interest after the selection of successful bidder, subject to the conditions of forfeiture of EMD, as mentioned hereunder. 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 KoPT with / without adjustment of required amount of SD from EMD, as may be decided
- c) Mere submission of offer will not mean that the offer will be automatically considered qualified and bid will be entertained.

15. 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.
- ii) In case of non-acceptance of the offer letter or non-acceptance/ non-compliance of or deviation from any of the terms & conditions of the offer of lease and/or remittance of all payment due before handover of the plot within the specified period.
- iii) In case of furnishing any false / misleading / incomplete information in the tender / offer / before finalization of tender by the bidder.

16. Validity:

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

17. Submission of off-line documents: As stated above in Annexure III.

18. On-line bidding problem:-

KoPT and MSTC shall not be responsible for any problem at the bidder's end like failure of electricity, loss of internet connection, any trouble with bidder's PC etc, which may cause inconvenience or prevent the bidder from bidding in any e-tender-cum-e-auction. In case of any problem / interruption in service at server end, MSTC shall do the needful. Besides, decision of MSTC shall be final and binding on all bidders in the event of any dispute as to interruption of connectivity in connection with the tender. Needless to say, the aforesaid decision of MSTC shall be based on proof thereto.

19. 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 KoPT.

20. **Right of acceptance:** Kolkata Port Trust reserves the right to accept or reject any or all tenders without assigning any reason thereof.

21. **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. KoPT will not be responsible in any manner for such costs, regardless of the conduct or outcome of the tender process.

22. **Tests of Responsiveness:**

Prior to evaluation of Techno Commercial Part of the tender, KoPT 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 by the due date (including extended period, if any).
- (ii) is accompanied by requisite Tender fee and requisite EMD, as stipulated.
- (iii) is accompanied by all the forms and formats dully filled in/ executed, as the case may be.
- (iv) contains all the information as requested in the tender document.
- (v) does not show inconsistencies between the offer and the supporting documents.
- (vi) proposes no change in the offer as compared to the terms & conditions of the allotment, as detailed in this tender document or in the Standard Lease Deed Form.

24. **Confidentiality:**

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

25. **Acceptance to Port's offer of allotment:**

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

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Part – I: Techno-Commercial Bid**CONDITIONS OF LEASE****1. Lease:-**

- (i) Lease Period: 30 years without any option for renewal.
- (ii) Lease Deed: The lessee will be required to execute & register a Lease Deed in respect of the demised land at his 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 KoPT 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. KoPT).
 - 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.

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

In respect of plots at Budge Budge, occupier's share of Municipal Tax on land & total Municipal Tax on structure shall not be considered to determine the amount of Security Deposit.

2. Purpose:-

The lessee shall follow the purpose of lease strictly as mentioned in the offer. Request, if any, for the change of purpose from what is offered, at any stage after handover of the plot, shall be considered by KoPT at its discretion at the material time, depending on the merit of the case, in terms of the then Land Policy Guidelines. **However, allotment for religious and / or political purposes and / or Trade Unions is strictly prohibited.**

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

- (i) The annual reserve rent as indicated in Annexure -I shall be enhanced by 35% for all general non-industrial uses, except the following:-
 - Govt. and Govt. aided educational Institutions and Research organizations;
 - Transport Facilities and related uses;
 - Govt. and Charitable Hospitals;
 - CFS, General Storage, Warehousing and Parking (vehicle & container) facilities;
 - Office space for its own use of lessee only, on maximum 10% of the allotted land;

- All public utility projects, Govt. organizations/ departments for the purpose of carrying out sovereign/ security / statutory functions;
- All way leave permissions

[As per definition given in KoPT's Land Use Plan, "Industrial building" that is to say, any building or structure or part thereof used principally for fabrication, assembly and / or processing of goods and materials of different kinds. Such building shall include laboratories, power plants, smoke houses, refineries, gas plants, mills, dairies, factories and workshop;

Further clarification as needed including Transport Related Purpose, shall be provided in the pre-bid meeting]

- (ii) Also, EMD shall be same for any plot irrespective of usage attracting 35% the base rent or not.
- (iii) Bidder shall have to mention definite purpose/ purposes in Appendix-VII and if not mentioned properly, the tender will be discharged.

3. Security Deposit:-

- (i) The amount of Security Deposit shall be equal to **twice** the following amount:
Accepted Annual rent including taxes as applicable.
However, in case of payment on upfront basis, the amount of Security Deposit shall be:
2 x Re. 1/- per sq.m. for the entire allotted area plus applicable taxes.

- (ii) The successful bidder shall remit Security Deposit through A/c Payee Cheque/pay order drawn in favour of 'Kolkata Port Trust' before taking over possession of land.
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 KoPT with / without adjustment of required amount of SD from EMD, as may be decided.

4. Boundary Wall:-

The lessee shall have to construct boundary wall around the demised land (as would be demarcated by Estate Division) at his 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 KoPT, and upto the satisfaction of Chief Engineer, KoPT. If there is any existing boundary wall around the demised land, the lessee shall pay the valuation (to be determined by empanelled valuer of KoPT) of the same to KoPT. Such valuation shall be binding on all the concerned parties.

5. Way leave:-

For installation of permanent pipelines/conveyors, other service lines etc. through KoPT estates outside the leased lands, way leave permission from Estate Manager, KoPT will have to be separately obtained for which way leave permission charges, supervision charges, road/land restoration charges (plus taxes), refundable security deposit etc shall have to be paid by the lessee.

6. Sub-lease/Transfer:

- (i) No sub-lease/ subletting or parting with possession of the leased land will be allowed.
- (ii) However, transfer of the leased land may be allowed as per terms & conditions (including payment) to be stipulated by KoPT.
- (iii) In case of transfer of the lease against payment of transfer fee and other charges/fees to be determined and terms to be stipulated by KoPT, as per guidelines as may be in vogue at that material time, the transferee shall remain responsible for compliance of all terms & conditions of lease deed, for the balance period of lease.

7. Disputes:-

In the event of any disagreement/dispute between KoPT and the successful tenderer, disputes shall be resolved by means of the following:-

- (i) Land-related disputes will be adjudicated as per Public Premises (Eviction of Unauthorised occupants) Act, 1971 including any amendment thereof.
- (ii) 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, KoPT.

9. Indemnity:-

The lessee shall, at his own expenses, pay compensation for any injury, loss or reinstate and make good to the satisfaction of KoPT for loss or damage accrued to any property or rights of KoPT whatever, including KoPT'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 KoPT against all claims enforceable against KoPT (or agents/servants/employees of KoPT) or which would be so enforceable against KoPT 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 KoPT 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, KoPT 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 will have to pay lease rent for 2 years.

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

The difference of

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

Note: In case of communication to KoPT to this effect during continuation of any particular year, KoPT shall retain payment for the whole year.

11. Termination of lease:-

KoPT reserves the right to terminate the lease and cancel the Agreement (in case there is any 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, KoPT will issue necessary NOC for the same.

13. Statutory Clearances for all plots:-

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

14. Online E-auction:-

The date, time and other details of online e-auction will be intimated to the bidders qualified to participate in the online e-auction, in advance.

15. G. Sec rate:-

The successful bidders of different plots of land being tendered out on annual rent basis, will have the option to pay the lease rent on upfront basis as per the following formula:-

| Tenure of lease | G. Sec rate as on '2017 | Corresponding multiplying factor (M.F.) | Formula to calculate upfront |
|------------------------|--------------------------------|--|--|
| 30 years | 7.25 | 16.7780 | Finally accepted annual rent X M.F. |

16. Upfront option:-

The successful bidder, while communicating his acceptance of the offer letter of KoPT, will have to indicate his desire to pay lease rent on upfront basis and the required banker's cheque/ cheque/ pay order will have to be enclosed along with his communication.

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

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

- (i) The successful bidder shall make full payment towards 1st year's advance annual rent including taxes and duties [GST and Municipal Tax as applicable and the manner in which it is payable and any other tax(es), if in vogue at the material time] as well as security deposit (SD), within 30 days from the date of the offer letter for allotment, through A/c Payee Cheque/Pay Order drawn in favour of 'Kolkata Port Trust'.
- (ii) Advance annual rent (after being escalated @2.5 % per annum) plus applicable taxes [GST and Municipal Tax as applicable and the manner in which it is payable and any other tax(es), if in vogue at the material time], shall be paid in advance by the lessee at the beginning of each year from 2nd year of lease onwards. If the rent bills are not received by the lessee within the 10th day of the month in which the rent bill is supposed to be raised every year, duplicate bill(s) will have to be compulsorily collected by the lessee at their arrangement from the Bills Recoverable (BR) Section, Finance Department of Kolkata Port Trust at 15, Strand Road, Kolkata – 700 001 for the purpose of payment within the due date which shall usually be 15th day of the same month of that year (in case the 15th day is a holiday of the Trustees, the next working day shall be the maximum allowable period for such payment).
- (iii) **Rent Revision:** In case of the successful bidder, paying rent annually in advance, there shall be an annual escalation @ 2.5 % per annum on the amount of the preceding year. The first such escalation shall be imposed to calculate the annual rent for the second year of lease @ 2.5 % on the annual rent offered by the successful bidder in the e-tender-cum e-auction and accepted by KoPT.

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

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

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

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

- (b) **For plots, if allotted on upfront basis or where such option is exercised by the successful bidder:**
- (i) The successful bidder shall make full payment towards upfront including taxes and duties [GST and any other tax(es), if in vogue at the material time], security deposit (SD) as well as yearly token rent for the first year @ Re.1/- per sq. mtr. plus applicable taxes, within 30 days from the date of the offer letter for allotment, through A/c Payee Cheque/Pay Order drawn in favour of 'Kolkata Port Trust'.
 - (ii) Yearly token rent @ Rs.1.025 per sq. mtr. with escalation @2.5 % per annum plus applicable taxes, shall be paid in advance by the lessee, at the beginning of each year from 2nd year of lease onwards. If the rent bills are not received by the lessee within the 10th day of the month in which the rent bill is supposed to be raised every year, duplicate bill(s) will have to be compulsorily collected by the lessee at their arrangement from the Bills Recoverable (BR) Section, Finance Department of Kolkata Port Trust at 15, Strand Road, Kolkata – 700 001 for the purpose of payment within the due date which shall usually be 15th day of the same month of that year (in case the 15th day is a holiday of the Trustees, the next working day shall be the maximum allowable period for such payment). Municipal Tax is to be paid every year along with token yearly rent.
- (c) At the time of handing over possession of land, actual measurement will be taken and the lessee will be duty bound to pay annual rent / upfront (as the case may be) on the basis of the actual measurement on pro-rata basis.
- (d) If the offer letter is not accepted and requisite payment [(Upfront +1st year's token rent including taxes) or (1st year's rent including taxes) + SD] is not made within the stipulated date, KoPT will have the right to
- **either** charge interest @14.25% p.a for the delayed payment (i.e. after the stipulated date upto the date of payment (maximum period allowed for payment with interest may be **90 days** from the date of offer letter)
 - **or** cancel the offer and forfeit the Earnest Money.

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

(e) The valuation of existing boundary wall and existing structure, 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' or the ex-lessee, as indicated in the Tables or otherwise as may be required and as will, accordingly, be decided and communicated by KoPT. The calculation of valuation may be inspected by the bidder at the office of Estate Manager under prior intimation to the Contact Officer. However, once the offer is submitted by any bidder, it will automatically mean that the same has been accepted by the bidder concerned and no question / dispute at a later date shall be entertained by KoPT.

(f) Entire Municipal Tax on structure to be erected on the proposed leased land with

KoPT's approval, if any, will also have to be paid by lessee.

(g) **Interest:**

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

(h) The currency of payment shall be INR.

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

| Items | G.S.T with all applicable components of cess |
|--|--|
| Upfront for land at Kolkata | 18 % on quoted upfront or as may be reviewed by Govt. of India |
| Token annual rent at Kolkata (where upfront is paid) | 18 % on token annual rent or as may be reviewed by Govt. of India |
| Annual rent at Kolkata | 18 % on quoted annual rent or as may be reviewed by Govt. of India |

Note: Municipal Tax shall be extra as applicable

(j) 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.

(k) The successful bidder shall pay the cost of existing railway lines (defunct or operational) on the proposed plot, if any, as evaluated by KoPT, to KoPT, within 30 days from the date of the communication in this regard, through A/c Payee Cheque/Pay Order drawn in favour of 'Kolkata Port Trust'.

18. **Force Majeure:-**

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

19. **Termination of Lease:-**

Termination of Lease in the National Interest or in the interest of the public: The lease will also contain a clause reserving 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 with their approval 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.

20. Compensation:-

After the expiry / termination/determination of lease and despite receiving the notice thereof, or forfeiture of lease on account of change of user, assignment etc. if the lessee continues to occupy it unauthorisedly, the lessee shall be liable to pay compensation for wrongful use and occupation of the same at three (3) times the annual lease rent based on latest SoR, till vacant possession is obtained by the lessor.

In case of land allotted on upfront basis, the equivalent annual rent would be calculated on pro-rata basis.

21. Construction / addition / alteration:-

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

22. 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 KoPT, and poses unforeseen problem for the lessee, KoPT 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.

23. Land Policy Guidelines:-

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

.....

Part – I: Techno-Commercial Bid**EVALUATION CRITERIA**

1. While quoting, the ‘Reserve Annual rent’ for that plot in Rupees shall be displayed automatically by the systems on-screen in the Price Schedule format. The bidder shall enter “0” (zero) or “1” in the next field, depending on the purpose of lease as stated below in line with the relevant tender terms contained in the ‘Conditions of Lease’:-.

- (i) “0” (zero) for which the reserve rent remains unaltered (i.e. for purposes not attracting additional 35 %);
- (ii) “1” (One) for purposes attracting additional 35 %.

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

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

4. Immediately, the system shall display the final quoted total annual rent (i.e. applicable Reserve Annual Rent plus quoted premium) with taxes extra thereon.

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

6. After the closing date of bid submission, e-auction shall take place. If any of the bidder quotes the purpose in a particular plot which attracts 35% according to KoPT, then floor price for auction for the said plot will be enhanced by 35% over Reserve Annual Rent; otherwise, Reserve Annual Rent will be the floor price for auction.

7. In case a bidder does not participate in the e-auction, his only bid will be that given in the Price Schedule format.

8. Price bids of the techno-commercially qualified bidders shall be opened after the e-auction is over.

9. 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 bidder.

10. All taxes, as may be applicable from time to time, shall be payable extra above the final bid amount, if accepted by KoPT as the highest received bid. At present, Service tax & Municipal tax are payable extra as detailed in this tender document.

11. 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.

12. In case of submission of any bid within eight minutes immediately before the closing time of e-auction, the system will allow further bid by any other techno-commercially qualified bidders for next eight minutes from the time of submission of last online bid. This will go on till no bid is received within eight minutes of the last bid received. Once the period of eight minutes without any bid is over, the bidding will be automatically closed and no further bidding will be allowed by the system.

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

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

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

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

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

18. Accordingly, participation of the bidder concerned in this tender is imperative and hence a must to exercise First Right of Refusal if so required.

.....

Part – I: Techno-Commercial Bid

Format for Tender Fee and Earnest Money deposited for participation in the tender

(To be downloaded, filled in, signed with seal, and submitted in the tender box)

| Amount as | Amount (in Rs.) | Banker's Cheque/Demand Draft No. with date, as applicable | Name and Branch of remitting Bank | Tender NIT No. | Bidder's Name and ID as per MSTC Registration |
|-------------------|------------------------|--|--|-----------------------|--|
| Tender Fee | | | | | |
| EMD | | | | | |

Address of the bidder.....

E mail id of the bidder.....

Name & Contact No. of the representative of the bidder

.....

Date : _____

Place : _____

(Signature of bidder)
(Designation & Seal of Office)

.....

FORMAT FOR AUTHORISING SIGNATORY OF THE BIDDER

[To upload a scanned copy]

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

Dated:

Letter of authorisation
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(s) is/ are attested below, is hereby authorized on behalf of
_____ (Name of the bidder) to sign and submit tender document under
his/ their e-signature.

Mr..... is/ are further authorized to provide information and respond to enquiries etc, as may be
required by the Kolkata Dock SYSTEM, Kolkata Port Trust or any governmental authority in
connection with Tender No. KoPT/KDS/LND/31-2017 and to sign and file relevant documents in
respect of the above.

.....

(Signature of Mr.....)

Signature is attested

.....

(Signature of the authorizing person)

Designation

For.....

.....

APPENDIX - III

Part – I: Techno-Commercial Bid

PROFILE OF THE TENDERER

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

(A) In case of a Limited company

| | | |
|---|---|--|
| 1 | Name of the company | |
| 2 | Address of present Registered office. | |
| 3 | Reference of communication a. Telephone No. | |
| | b. Fax No. | |
| | c. E- mail Address | |
| 4 | Date of its incorporation | |
| 5 | PAN No. | |
| 6 | Full name and address of each of its directors and any special particulars as to Directors if desired to be stated. | |
| 7 | Copies of Memorandum, Articles of Association(with the latest amendments if any) | |
| 8 | Copy of audited balance sheet of the firm for the last financial year. | |

(B) In case of Firm

| | | |
|---|--|--|
| 1 | Name of the company | |
| 2 | Address of present Registered office. | |
| 3 | Reference of communication a. Telephone No. | |
| | b. Fax No. | |
| | c. E- mail id | |
| 4 | Date of its incorporation | |
| 5 | PAN No. | |
| 6 | If registered, a certified copy of the certificate of Registration | |
| 7 | Certified copy of the partnership Deed | |
| 8 | Full name and address of each of the partners and the | |

| | | |
|---|--|--|
| | interest of each partners in the partnership | |
| 9 | Copy of audited balance sheet of the firm for the last financial year. | |

(C) In case of Individual

| | | |
|---|--|--|
| 1 | Full name of the tenderer | |
| 2 | Address of the Tenderer | |
| 3 | Reference of communication a. Telephone No. | |
| | b. Fax No. | |
| | c. E- mail id | |
| 4 | Name of the father of the tenderer | |
| 5 | Date of its incorporation | |
| 6 | PAN No. | |
| 7 | Copy of audited balance sheet of the firm for the last financial year. , if required | |

Date : _____

bidder)
Place : _____
Office)

(Signature of
(Designation & Seal of

Enclosures : _____Nos.

.....

DECLARATION BY THE BIDDER

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

I (signatory of this undertaking)_____

son/daughter of _____ aged about _____ years, by _____ by occupation _____, residing _____, do hereby solemnly affirm and declare as follows:

faith
at

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_____ (Name of tenderer/bidder) having examined the Tender Document (mention NIT No....) and fully understood its content including the General Information & instructions to Tenderers and evaluation criteria, hereby submit the Tender for allotment of KoPT land msg. about sq.mtrs. for plot No.....on “as is where is” basis through tender-cum-e-auction for the purpose as indicated in the format of this tender document.

I/We accept all the terms & conditions of the Tender Document (mention NIT No....).

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

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

I/We have quoted the rate of annual rent not below the reserve annual rent mentioned in the Tender Document.

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

I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.

I/we understand that KoPT 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 KoPT in the matter of examination, evaluation and selection of successful bidder and shall refrain from challenging or questioning any decision taken by KoPT in this regard.

I/We hereby undertake that in the event of furnishing any incomplete/ incorrect / false statement / scanned copy of any tampered document till commencement of the lease, the responsibility shall entirely lie with us and KoPT 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 KoPT.

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

Dated:

Signature.....

Name.....

Address.....

.....

Seal of the bidder:
Signature of the bidder with office seal

Date:

Witness: -

| Sl. No. | Name | Address | Signature |
|---------|------|---------|-----------|
| 1 | | | |
| 2 | | | |

APPENDIX - V

Land. Long Term

(.....)

THIS INDENTURE dated this..... day of.....
Two thousandand made BETWEEN THE BOARD OF TRUSTEES OF THE
 PORT OF KOLKATA a body corporate constituted under the Major Port Trusts Act. 1963 (No.38
 of 1963), PAN (hereinafter called the "TRUSTEES" which expression shall where the
 context so admits include their successors-in-office and assigns) of the ONE PART represented
 by Sri, Father's Name, Designation:, Kolkata Port
 Trust, P.O. Kolkata G.P.O., P.S. Hare Street, Kolkata-700001, PAN AND M/s.
, Address:, Kolkata -, PAN No.
, (hereinafter called the "LESSEE" which expression where not repugnant
 to the context shall be deemed to include their successors and permitted assigns) of the OTHER
 PART represented by Shri, Designation, Father's Name Shri
, Address:, P.S:, Kolkata -, PAN
 No., WITNESSETH that in consideration of the rents and the covenants on the
 part of the lessee hereinafter reserved and contained the Trustees hereby demise unto the
 Lessee for the purpose of "....." on "as is where is" basis. ALL THAT piece of
 msg. about sqm. comprising square metres
 at, as described in the Schedule hereto and more particularly delineated on Plan No.
 hereto annexed and thereon, land shown in green border TOGETHER WITH all ways,
 passages, drains, water-courses, rights, easements and appurtenances to the said land
 belonging or therewith usually held and enjoyed (hereinafter called the demised premises) TO
 HOLD the demised premises unto the Lessee as from day of Two
 Thousands and for the term of 30 (thirty) years thence expiring on day of
, two thousand and without any option of renewal next
 ensuring YEILDING AND PAYING therefore unto the Trustees during the said term annual rent of
 Rs..... (Rupees) only at the rate of rent Rs..... per 100
 sqm. per month excluding taxes per annum towards 1st year rent GST and applicable other
 taxes.. The annual rent shall bear an escalation of 2.5% per annum every year during the tenure
 of proposed lease with an additional provision to review and refix the base rent after every 5
 years upto the then prevailing schedule rent, if the latter is found to be higher than the rent
 payable at that point of time. The annual rent and taxes shall have to be paid at the beginning
 of each year in advance and such rent shall be paid at the B.R. Section of Finance Department at
 15, Strand Road, Kolkata-700001 within the date as may be specified in the rent bill.

Date of
execution.

Date of lease and
the period.

Rent payable.

PROVIDED ALWAYS and it is hereby agreed that if the Trustees shall at any time during
 the said term consider that the demised premises or any part thereof is required for the
 purpose of the construction or carrying out of any works or otherwise for the developments of
 the Port or in the interest of the public using the same and restoring thereto and shall be
 desirous on any of these grounds of determining this present lease and of such their desire shall
 give at least 6 months' previous notice in writing to the Lessee then and in such case
 immediately on the expiration of the said notice the present lease and everything herein
 contained shall cease and be void but without prejudice to any claim by either party against the
 other in respect of any antecedent breach of any covenant or condition herein contained and

Determination
for Port
Purposes.

subject to the provision hereinafter contained as to the buildings, on the said land at the time of such determination and the Lessee shall have no claim against the Trustees for such earlier determination of this lease as aforesaid.

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

(1) THAT the Lessee will during the continuance of the term hereby granted to pay the said rents hereinbefore reserved and made payable at the times and in the manner at and in which the same are hereinbefore reserved and made payable without any deduction. It shall be the responsibility of the lessee to arrange to collect and pay the bill, whether the same is demanded or not, within the due date, which is usually 15th day of the month of beginning of every year.

Mode of payment
of rent

(2) AND also will from time to time and at all times during the said term pay and discharge all present and future rates, taxes (including GST etc.), duties, charges, assessments, outgoings and premium in respect of policy of insurance against any risk whatsoever which are now or may at any time hereafter be assessed, charged or imposed upon or payable in respect of the demised premises and/or any building thereon erected by the Lessee or the owner's or occupiers in respect thereof as hereinafter provided except the owners' share of Municipal taxes in respect of the demised premises.

Payment of taxes,
duties, etc.

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

Clearance
required under
Law and Statutes

(4) That once the premises is handed over security, fire fighting and other civic facilities and amenities as required shall be the responsibility of lessee to arrange at the cost of the lessee from the Competent Authorities and to the satisfaction of all the authorities concerned. In case of any damage to the Trustees property or neighbouring property, the lessee will have to bear all costs and consequences. That arrangement of electricity and water is the responsibility of the lessee, at the cost of the lessee from the respective competent authorities. The lessee will be required to obtain Permission for way leave license on payment of requisite charges from the Trustees' for pipelines, electric lines, cable, etc. laid on the Trustees' land (other than the demised land) for such purposes.

Arrangement of
facilities/
amenities

(5) AND also will not at any time during the said term without the licence in writing of the Trustees first had and obtained erect any building or other structural works on the demised land or make any alteration or addition whatsoever in or to any building which may hereafter be erected on the demised land with such licence as aforesaid. Provided however and it is distinctly stipulated and agreed that no application for the grant of such licence will be entertained by the Trustees unless they are satisfied that the proposed structures or buildings have bearing on the purpose for which the Lessee are taking lease of the demised premises and the period of the lease and in this respect the decision of Trustees shall be final and conclusive.

Erection of
structures.

Repair/maintenance of the Trustees' godown and covered veranda may be made by the lessee at their own cost without disturbing the facade of the KoPT structure and the entire satisfaction of the Trustees' Chief Engineer and with prior permission of the KoPT. No material and substantive alteration/addition of Trustees' structure will be allowed.

(6) AND will not at any time during the said term without such licence as aforesaid open work or dig any quarries for clay, gravel or sand, in upon or under the demised land PROVIDED THAT the Lessee shall be at liberty to dig pits and make other excavation for the purpose of foundations for permanent buildings the erection of which may be licensed as aforesaid.

Excavations.

(6A) THE Lessee shall faithfully observe and follow all laws, rules, regulations and notifications whatsoever governing the use of the demised land and structures, if any, built thereon.

(7) NOT to use the demised premises or any part thereof or any building that may be erected on the demised land or any portion thereof for any purpose other than that for which the demised premises is let out to the Lessee save and except with the previous consent of the Trustees first had and obtained in writing. However, grant of such permission is the sole and absolute prerogative of the Trustees.

(8) No subletting/under-letting or parting with possession of the leased premises will be allowed. However, the lease will be transferable on payment of transfer fee and other charges as per other terms and conditions stipulated by KoPT and directive of Central Government in vogue at that point of time.

Subletting &
Transfer of
lease.

(8A) AND the Lessee will not offer the demised land, KoPT structure or any portion thereof as security either in Court of Law or anywhere else. However, leasehold interest arising out of demised premises and structures sold out to the lessee, the structure may have erected by the lessee except KoPT structure, may be allowed to be mortgaged with prior permission of KoPT obtained in writing on the terms and conditions stipulated by KoPT.

Mortgage of
leasehold
interest.

(8B) AND the Lessee shall not effect or cause or allow to be effected any change in the formation, constitution or composition of their business or the name of the business without the prior knowledge of the Trustees.

(9) AND also that it shall be lawful for the Trustees, their agents and staff at any reasonable time or times to enter upon the demised premises with a view to inspect and examine the condition of the same and other related aspects and the manner of construction of any building and erection for the time being under construction or erection or already constructed or for the purpose of constructing, laying, altering or maintaining any water-courses, drains, pipes, or electric wires in connection with any adjoining property, the Trustees filling up excavations made and otherwise making good any damage done to the demised premises or to property of the Lessee by reason of such repairing, laying, altering etc. by the Trustees as aforesaid but the Trustees will not be liable to pay any compensation to the Lessee for any damage or inconvenience that the Lessee may suffer in this connection.

Access of the
Trustees' staff
to the demised
premises.

(10) AND will not do or suffer to be done in or upon the demised premises or any part thereof or in the building that may be erected thereon any act or thing which shall or may be or become a nuisance, damage, annoyance, inconvenience or danger to the demised premises or to the owners or occupiers of any adjoining or neighbouring land or premises.

Causing
inconvenience
to neighbours.

| | |
|---|---|
| <p>(11) AND shall at all times during the said term be bound to execute to the satisfaction of the Trustees and/or their staff all such works and observe and perform all such rules and conditions which shall appear to the Trustees and/or their staff or to the sanitary authorities of the district in which the demised premises is situated to be necessary or desirable in order to keep the demised premises into good sanitary order and condition.</p> | <p>Maintenance of sanitary Condition.</p> |
| <p>(12) THE lessee will follow all safety norms as specified by competent authority (ies.) The lessee will also obtain all statutory clearances as may be required by law including environmental clearance at their own cost. The Lessee will also take all antipollution and environment friendly measures in consultation with West Bengal State Pollution Control Board and other statutory organisations at their own cost. The lessee shall be solely responsible for any pollution and environmental degradation, if any, arising out of their activities.</p> | |
| <p>(13) AND will at the expiration or sooner determination of the said term or any extended period thereof quietly and peacefully yield up vacant possession of the demised premises as a whole unto the Trustees with all buildings and erections, if any, purchased/erected thereon by the lessee that shall not have been previously removed by the Lessee.</p> | <p>Yielding up demised premises at the expiry or determination of the term.</p> |
| <p>(14) AND PROVIDED ALSO and it is hereby expressly agreed that the Lessee shall construct culverts over all water-pipes which may pass through the demised premises and over which buildings or structures may be erected in such manner as shall give to the Trustees, their staff and agents free access at all times to the said water-pipes.</p> | <p>Construction of culverts over water-pipes etc.</p> |
| <p>(15) THE Lessee shall obtain at their own cost any trade or other "Licence" which may legally be necessary on account of their business.</p> | <p>Trade licence.</p> |
| <p>(16) PROVIDED ALWAYS and it is agreed that all issues arising out of lease condition and any arrears of rent or other moneys accruing to or in favour of the Trustees from the Lessee shall be recoverable as a public demand as defined in the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 as amended from time to time.</p> | <p>Recovery under P.P. Act.</p> |
| <p>(16A) Without prejudice to the Trustees' other rights reserved under these presents, it is hereby expressly agreed and declared that in case of default in payment of rent bills in respect of the demised premises within the due date whether received or not, as herein provided, interest at 14.25% per annum shall be payable by the lessee on the outstanding rent dues from the date succeeding the due date to the date of actual payment. It shall be lessee's liability to pay the rent within the due date every year even if lessee does not receive the rent bills. In case lessee do not receive the bills within the 10th day of the month in which the rent bill is supposed to be raised, every year, lessee shall be required to contact the office of the undersigned for obtaining a duplicate copy of the bill for payment. Lessee shall be duty bound to pay rent irrespective of whether the yearly bill is received by lessee or not.</p> | |
| <p>(17) ANY statutory powers hereafter conferred upon the Trustees shall automatically apply to the demised premises and provisions in that respect shall be deemed to be incorporated in these presents and the Lessee shall be deemed to have constructive notice thereof.</p> | <p>Statutory powers.</p> |

(18) ANY notice required to be given to the Lessee hereunder may be served on the Lessee by sending the same through the Post addressed to them at the address above mentioned and shall be deemed to have been duly served on them on the 3rd day subsequent to the day on which it was posted by ordinary post.

Service of notice.

(19) THAT no portion of the demised land/or structures, if any shall be utilised for any political purpose or as a place for any kind of worship of prayer or meeting whatsoever or converted into any kind of shrine, tomb, temple or mosque however small or insignificant.

Utilisation of demised premises as shrine etc.

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

Custody of the lease.

(21)) THE Lessee shall on or before the execution of these presents deposit with the Trustees by Demand Draft/Pay Order a sum equivalent to 2 years' rent and occupier's share of municipal tax on land, municipal tax on structures (if any) as well as GST., Swachh Bharat tax and other taxes as applicable etc as non-interest bearing refundable Security for the due payment of the rent hereby reserved and due observance and performance of the covenants and conditions on the part of the Lessee herein contained. 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 and taxes at that point of time. It shall be lawful for the Trustees to appropriate and apply the said sum towards the payment of rents or any moneys, loss, costs or damages due to or suffered by the Trustees in respect of or arising out of these presents. Should the Trustees desire not to exercise the said power or appropriation then after Trustees receive back vacant and peaceful possession of the demised premises at the termination or determination of these presents the Trustees shall pay over such money to the Lessee or to their legal representatives which shall be a valid discharge as against the Trustees. Should the Trustees exercise the said power of appropriation so as in part to exhaust such money then upon the Trustees receiving back vacant and peaceful possession of the demised premises at the termination or determination of these presents any balance not appropriated shall be paid by the Trustees to the Lessee or to their legal representatives which shall be a valid discharge as aforesaid. The Trustees shall not be bound to make any such appropriation and failure to do so at any particular time shall not be deemed to be a waiver. The Trustees shall be entitled without prejudice to the said power of appropriation to exercise any other rights or remedies that the Trustees may in law or under these presents have before making any such appropriation and may subsequently after the exercise of any such rights effect such appropriation.

Security deposit.

Provided further that in the event of the rent being increased at the time of enhancement of the rent during the period of the lease, the Lessee shall forthwith on demand by the Trustees deposit supplementary whatever additional security as the Trustees may require according to their rules as then applicable to the tenancy.

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

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

premises in good sanitary order and condition to the satisfaction of all authorities concerned.

Maintenance of boundaries.

(23) THE Lessee shall not exhibit or allow to exhibit any advertisement or placards or other mode of representation on, above or within or outside the demised premises and/or the buildings standing thereon or any part thereof without the prior written permission of the Trustees except name-boards and signboards of any nature relating to the business of the Lessee themselves subject to the Lessee's complying with the Municipal, Police or any other Laws, Rules or Regulations for the same for the time being in force.

Exhibition of advertisement etc.

(24) THE Lessee shall not on any account encroach or allow or suffer any encroachment to be made upon the road or any portion of the land surrounding the premises hereby demised or upon any other land whatsoever. In the event of the Lessee committing a breach of any of the terms contained in this clause they shall, in addition to all other rights conferred on the Trustees under these presents, be liable to pay to the Trustees damages at such rate and for such period as the Estate Manager of the Trustees shall in his absolute discretion think fit and proper. For the purpose of this clause the said Estate Manager is to be deemed an Arbitrator appointed by the Parties: PROVIDED ALWAYS that in the event of a breach of the covenants contained in this clause on the part of the Lessee to be observed the Lessee shall, in addition, hold the Trustees harmless and indemnified against any loss, damage, claims or actions whatsoever that the Trustees may be put to or the Trustees may in anyway incur relating thereto or arising therefrom.

Indemnity.

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

1. THAT the Trustees will at all times during the said term pay the owners' share of Municipal taxes payable in respect of the demised land but not any taxes in respect of the buildings and erections that may hereafter be erected thereon by the Lessee.
2. AND that the Lessee paying the rent hereby reserved and performing and observing each and all the several covenants, conditions and agreements herein contained and on their part to be performed and observed shall and may peaceably and quietly hold the demised premises during the term hereby granted or any extension thereof without any lawful interruption or disturbance from or by the Trustees.

Payment of owners' share of taxes.

Peaceful holding of the premises by the Lessee.

PROVIDED ALWAYS and these presents are upon the express condition that if the said yearly rent hereinbefore reserved or any part thereof shall at any time be in arrear and unpaid for twenty one days after the same shall have become due (whether demanded or not) or if the Lessee shall at any time commit a breach or fail or neglect to perform or observe any of the covenants, conditions or agreements herein contained including the condition laid down in this clause and on their part to be paid, performed and observed or if the Lessee being an individual or individuals shall become insolvent or commit an act of insolvency or be adjudicated insolvent or enter into a composition or arrangement with their creditors or if the lessee being a company or corporate body shall go into liquidation or be wound up whether compulsorily or voluntarily (except for the purpose of amalgamation or re-construction) or suffer any execution proceedings to be levied or a Receiver to be appointed in respect of any of their property and effects then and in any of such cases it shall be lawful for the Trustees or any person duly authorised by them without notice at any time thereafter into and upon the demised premises or any part thereof in the name of the whole to re-enter and the same to have again re-possession and enjoyed as if these presents had not been made but without prejudice to any right of action or remedy or the Trustees in respect of any antecedent breach or non-

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

performance or non-observance of any of the covenants and conditions by the Lessee herein contained.

PROVIDED further and these present are also upon the express condition that in the event of the demised premises not being developed by the Lessees and/or put into use or utilised for the purpose for which the premises is demised within the period of two years from the date of the lease, the Trustees shall be at liberty immediately thereafter to resume the demised premises, after giving one month's notice in writing to the Lessee. In the event of any dispute or difference of opinion as to whether the demised has been developed and/or put into use or utilised for the purpose for which the premises is demised, the decision of the Trustees' Estate Manager shall be final and conclusive.

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

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

Compensation

Lessee will be required to submit to Trustees' office necessary plan for any construction that Lessee may propose to erect. No construction will be undertaken by Lessee until and unless the plans are approved by Trustees' office. Structures considered to be in conformity with the purpose of the lease will be allowed to be erected on the said land provided no objection of the Trustees and sanction/NOC from Kolkata Municipal Corporation and other Government agencies as are required for construction/erection of such structures are obtained by the prospective allottee in writing before taking up construction in hand. The nature and type of the structure should conform to the purpose of the lease. The Trustees reserves the right to refuse such approval without assigning any reason whatsoever.

PROVIDED ALSO and it is hereby also agreed and declared that notwithstanding anything hereinbefore contained if this lease shall be determined by the Trustees by at least six months' Notice in writing if the premises is required for the purpose of Port or public or projects of national interest & importance under the power in that behalf hereinbefore reserved the Lessee shall be entitled any time after such notice and before such determination to give notice in writing to the Trustees requiring them to purchase all buildings and erections erected by the Lessee with the licence of the Trustees in writing as provided in clause 5 hereof and at the time of such six months' notice from the Trustees standing and being on the demised land and in case such notice shall be given the Trustees may if they so decide purchase such buildings and erections accordingly (excluding any plant and machinery therein or elsewhere upon the demised land whether attached thereto or not) and in the event of the Trustees deciding to purchase the buildings and erections as aforesaid the price to be paid therefor shall be assessed by Kolkata Port Trust, which will final and binding upon lessee. No compensation will, however, be paid if the lease is terminated prematurely for any breach of tenancy terms. No claim or any damage or compensation for any delay in demarcation or completion of any engineering work, which may be necessary or for any other cause, whatsoever, will be entertained. Provided, however, and it is expressly agreed by and between the parties that in the event of the

Trustees deciding to purchase as aforesaid if any dispute or difference shall arise between them as to the amount of the said price to be paid to the Lessee as aforesaid or as to the manner or ascertainment or calculation of the same, such disputes or differences shall be referred to the arbitration of two independent persons, one to be appointed by each party with power to the arbitrators to nominate an Umpire before proceeding with such reference and this agreement shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act 1996 and the said arbitration proceedings shall be governed by the provisions contained in the said Act or any statutory modification thereof and the decision of such Arbitrators and/or Umpire as the case may be, shall be final and binding on both the parties. After expiry or termination or determination of lease, if the LESSEE do not vacate the premises within the due date compensation @ 3 times the rate of rent applicable for the month at prevailing SOR as to be charged from due date up to the date of handing over the demised premises to Trustees in peaceful, unencumbered and vacant condition.

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

GIVEN under the Common Seal of
The Board of Trustees of the Port of
Kolkata and duly signed in the presence
of.....

Authorised Signatory

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

Lessee

THE SCHEDULE HEREINBEFORE REFERRED TO:

The said piece or parcel of land measuring about sqm. at,
Police Station:, Dist:, Registration
District:..... It is bounded on the North by:....., on the South by
....., on the East by and on the
West bymore delineated on the plan no:
hereto annexed and thereon shown in green border.

APPENDIX – VI (A)

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

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

| Name of Dock | Type of occupation | Plate No. | Name of lessee/ licensee | Outstanding dues as on the date of NIT (in Rs.) | Remarks |
|--------------|----------------------|-----------|--------------------------|---|---------|
| KDS | Lease | | | | |
| | Licence | | | | |
| | Foreshore occupation | | | | |
| HDC | Lease | | | | |
| | Licence | | | | |
| | Foreshore occupation | | | | |
| Total | | | | | |

The above statement is true to the knowledge and belief of the undersigned and subject to acceptance by KoPT.

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

Dated:

Signature.....

Name.....

Address.....

.....

Seal of the bidder:

Signature of the bidder with office seal

**Format for purpose
KoPT/KDS/LND 95-2017**

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

| Name of the bidder | Plot No. | Details of purpose proposed | Whether attracts 35% extra according to the bidder (yes / no)* |
|---------------------------|-----------------|------------------------------------|---|
| | | | |

*** KoPT is not bound to accept the interpretation of the bidder and the same is subject to the terms as contained in the following note**

Note:

- (i) The bidder is at liberty to use the plot for more than one purpose and hence the bidder should mention the same accordingly.
- (ii) In case, any of such purposes (non-industrial use) attracts additional 35% over the Reserve annual Rent as per KoPT's relevant provision as also mentioned in this tender document under 'Conditions of Lease', the same shall be applicable on the entire plot.
- (iii) In case, a bidder indicating a purpose that attracts additional 35%, intentionally or unintentionally enters '0' in the price schedule format to claim that the plot shall not attract additional 35%, the quoted amount shall be revised as mentioned below:-

(a) In case, the bidder is successful, the highest quoted amount (as arrived at through the process of comparison of the offered price as per Price Schedule format and e-auction) shall be compared with 1.35 times the annual reserve rent. If the comparison shows that the final amount is less than or at par compared to 1.35 times the annual reserve rent, the accepted amount shall be revised to be above 1.35 times the annual reserve rent (i.e. 1.35 times the Reserve Annual Rent + Re 1/-).

(b) In the event of plots with the provision of the 'FIRST RIGHT OF REFUSAL', the bidder enjoying such right shall have to agree to and thence pay more than such amount as notionally derived for the highest bidder (where such bidder is other than the FRR bidder of the said plot) for the quoted purpose.

(c) The above revision by KoPT is conclusive, which will be intimated to the bidder in case of variance. The bidders are bound to accept the same once so intimated by KoPT. If not, the EMD of the bidder concerned shall be forfeited.

Signature.....

Name.....

Address.....

.....

Signature of the bidder with office seal

Seal of the bidder:

**KOLKATA PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
ESTATE DIVISION**

15, Strand Road,
Kolkata – 700 001
Website: kolkataporttrust.gov.in

Part – II: Price Bid

PRICE SCHEDULE (COVER- II)

Allotment of plot of land/ structure / property against Tender NIT No. KoPT/KDS/LND/95-2017

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

.....

