TENDER DOCUMENT Tender Notice N. I. T. No. KoPT/KDS/TFC/03-2018

KOLKATA PORT TRUST TRAFFIC DEPARTMENT 40, C.G.R. ROAD, KOLKATA- 700043 Phone No. 033 24392926 Email ID: tm@kolkataporttrust.gov.in

E-Tender under two-part system (Part I: Techno-Commercial Bid and Part II: Price Bid) for "Allotment of Truck Parking Lot for Operation, Maintenance and running of truck parking facility at Coal Dock Road around Dock on **O & M Contract** for five years, on "as is where is" basis though civil infrastructure is developed, without renewal option, to willing tenderers through e-tender-cume-auction" is invited.

Tender Document and extension-notice / corrigendum/ addendum/ clarifications/ any other notice, if any, are being hoisted in the websites of Kolkata Port Trust (www.kolkataporttrust.gov.in) and MSTC (<u>www.mstcecommerce.com</u>). 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.

a.	E-Tender No. (System Generated)	MSTC/HO/KOLKATA PORT TRUST/20/KOLKATA/18-		
		<mark>19/8888</mark>		
b.	MODE OF TENDER	e-tender System by		
		Online Part I - Techno-Commercial Bid and		
		Online Part II - Price Bid through		
		www.mstcecommerce.com/auctionhome/kopt/		
		index.jsp of MSTC Ltd. The intending bidders		
		are required to submit their offers electronically		
		as per following schedules through e-tendering		
		portal. No tender shall be accepted by the office		
		of KoPT, if submitted by hard copy, except some		
		specified documents (as mentioned hereunder in		
		this tender document). The said specified		
		documents if any shall have to be submitted to		
		the Traffic Manager, Kolkata Port Trust (KoPT).		
с.	Date of NIT available to parties to	From 21.06.2018		
	download			
d.	Time period for submission of query	By 17:00 hrs on 27.06.2018		
	by e-mail and request for site			
	inspection			
e.	Date of site visit	28.06.2018		
f.	Date & time of Pre-Bid Meeting	At 15:00 hrs on 03.07.2018		

SCHEDULE OF TENDER (SOT):

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g.	Likely time of uploading the	By 09.07.2018
	Addendum, if any	
h.	Date of Starting of e-Tender for	From 09.07.2018
	submission of online Techno-	
	Commercial Bid and Price Bid at	
	www.mstcecommerce.com/auction	
	home/kopt/index.jsp	
i.	Last date of remittance of EMD &	Upto 17-00 hrs. on 24.07.2018 (remittance of
	tender fee	EMD & tender fee thereafter and within the
		closing time of bid submission is entirely at the
		risk and responsibility of the bidder concerned)
j.	Date of closing of online e-tender for	Upto 17-00 hrs. on 24.07.2018
	'submission of Techno-Commercial	
	Bid & Price Bid'	
k.	Date of closing of submission of	Upto 17-00 hrs. on 25.07.2018
	hard copies of the listed papers to the	-
	Traffic Manager	
1.	Date & time of opening of Part-I (i.e.	At 12 noon on 27.07.2018
	Techno-Commercial Bid)	
Note	e: Date & time of e-auction and open	ing of Part II (i.e. Price Bid) shall be informed
	rately at appropriate time to only the tec	c
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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.

Traffic Manager Traffic Building, Subhash Bhawan TRAFFIC DEPARTMENT 40, C.G.R. ROAD, KOLKATA- 700043 Phone No. 033 24392926 Email ID: tm@kolkataporttrust.gov.in

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Parking Lot Details

<u>Allotment of parking lot for operation, maintenance and running of truck parking facility on</u> <u>O & M Contract for five years</u>

Description / Location of Parking lot [Sketch Plan No]	Approx Area of Parking lot (in Sqm) / Capacity in terms of no of Trailers / Trucks	Expected Revenue per annum (ERPA). (In Rs.)	EMD in Rs.
Parking Lot at Coal Dock Road [<i>Sketch Plan No. 8419-3-D-III</i>]	7410 sqm / 64 Trailers and 42 Trucks	64,07,940/- (Excluding Taxes)	6,40,794/-

NOTE: The sketches are separately uploaded with this tender document.

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Part – I: <u>Techno-Commercial Bid</u>

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.

Prior Registration with MSTC for e-bidding:

- 1. Before 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) GSTIN of the bidder (mandatory);
- d) Address of the bidder (mandatory);

e) 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];

f) 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];

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

h) 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];

i) Land Phone No. of the bidder (optional) [in case the bidder is other than individual, 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 * digital signature for signing, is eligible to make necessary payment for tender fee and EMD by the mode as detailed hereunder separately. The bidders are required to remit the tender fee and EMD separately for easy identification of the respective amounts deposited by each bidder.

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

5. Remittance of tender fee and EMD:

a) The Tender Fee (non-refundable) of 1,000/- (Rupees one thousand only) plus GST@18% may be deposited in the form of Demand Draft to be issued by any Scheduled Bank of India drawn in favor of 'Kolkata Port Trust'.

b) 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).

c) Both the instruments (Demand Draft) for Tender fee and Earnest Money shall have to be submitted along with filled in Appendix-I as annexed with this tender document containing details of such deposits in a sealed envelope into the Tender Box / Drop Box kept in the office of Traffic Manager within the closing time and date of submission of on-line bid.

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

All participating bidders are required to witness opening of the Tender Box / Drop Box followed by opening of the envelopes containing the said tender fee and EMD as per schedule.

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

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

Note: Tender Fee and Earnest Money are not received within the stipulated time or received in any other manner shall not be considered.

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

1. **Process of E-tender:**

A) Registration:
(i) The process involves registration of bidders with MSTC e-tender portal which is free of cost. For this purpose, any willing bidder is required to apply online through the MSTC website
www.mstcecommerce.com/auctionhome/kopt/index.jsp as per details given in this tender document.
(ii) Only after registration, the bidder(s) can submit his/their bids electronically. Electronic
bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will
be done. The bidder should possess at least Class II signing type digital certificate (Bids will
not be recorded without Digital Signature).
(iii) Any willing bidder not yet in possession of at least Class II signing type digital certificate,
would be required to obtain the same at their own cost and arrangement prior to participation in
the instant tender.
(iv) Bidders are to make their own arrangement for bidding from a P.C. connected with
Internet. Neither KoPT nor MSTC shall be responsible for making such arrangement.
SPECIAL NOTE: BOTH PRICE BID AND TECHNO-COMMERCIAL BID ARE TO BE
SUBMITTED ON-LINE AT www.mstcecommerce.com/auctionhome/kopt/index.jsp
1) Bidders are required to register themselves online with www.mstcecommerce.com \rightarrow Port
Lease Property \rightarrow KOPT \rightarrow Registration \rightarrow Register as Bidders' Filling in details and creating
own user-id and password \rightarrow Submit.

2) Bidders will receive a system generated mail confirming their registration in their e-mail ID which will be provided during filling in the registration form. Bidders are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem. In case of any clarification, bidders are advised to contact KoPT/MSTC (before the scheduled time of the e-tender). Contact person (KoPT):

time of the e tender). Contact person (Rof 1).				
1. Capt. Himanshu Shekhar	2. <u>Shri Prashanta Kumar</u>			
Traffic Manager	Sr. Dy. Traffic Manager			
Traffic Building, Subhash Bhawan	Traffic Building, Subhash Bhawan			
TRAFFIC DEPARTMENT	TRAFFIC DEPARTMENT			
40, C.G.R. ROAD,	40, C.G.R. ROAD,			
KOLKATA- 700043	KOLKATA- 700043			
Contact No 033 24392926	Contact No 03324093038			
Email ID: tm@kolkataporttrust.gov.in	Email ID: pkumar@kolkataporttrust.gov.in			
Contact person (MSTC):				
1. Shri Sabyasachi Mukherjee	2. Ms. Sumana Maity			
E-mail- smukherjee@mstcindia.co.in	E-mail- smaity@mstcindia.co.in			
-				
Helpdesk Number: (033) 2290 1004				

B) System Requirement:

i) Windows 7 & above Operating System ii) IE-7 and above Internet browser. iii) Signing type digital signature iv) JRE software to be downloaded and installed in the system. To enable ALL active X controls and disable 'use pop up blocker' under Tools \rightarrow Internet Options \rightarrow custom level.

The system requirements are as follows:

- Operating System- Windows 7 and above
- Web Browser- Preferred IE 7 and above.
- Active-X Controls Should be enabled as follows:

Tools =>Internet Options =>Security =>Custom Level => Enable all Active-X Controls

=>Disable "Use Pop-up Blocker"

• Java (Latest is JRE 8 Update 171 – File name Windows X-86 Offline)

To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.

- Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".
- Other Settings:

Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".

For details, refer to the "Bidder Guide" and a video guide available under "View Video" Link.

2. **Format of Bid:**

(A) **Part I: Techno-Commercial Bid** will be opened electronically on specified date and time as given in the Tender Notice. Bidder(s) cannot witness electronic opening of bid since the

	 same is not a public event. (B) Part II: Price Bid: 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 the tender for the concerned parking lot. In case a bidder does not participate in this his only bid will be that given in the Price Schedule format.			
All entries in the tender (both Techno-commercial Bid and Price Bid) shou online without any ambiguity.			
	The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.		
	Note : (i) Any necessary notice/ addendum/ extension notice/ corrigendum to the tender would also be hoisted in the e-tendering portal of M.S.T.C under the "Notification" Link.		
	(ii) E-tender cannot be accessed after the due date and time mentioned in this Tender Notice, unless extended further with due notice in the website.		
	(iii) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.		
3.	Remittance of Tender Fee & EMD: Bidder(c) are advised to remit normant towards tender for and EMD in the menner stated		
	Bidder(s) are advised to remit payment towards tender fee and EMD in the manner stated above 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.		
	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].		
	Details of remittance of payment of EMD and Tender Fee are given above separately.		
4.	Submission of on-line bid:		
4.1	The bidder(s), who has /have submitted the above fees, can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com \rightarrow Port Lease Property \rightarrow KOPT \rightarrow Login \rightarrow View Details \rightarrow Stage I Bid Submission \rightarrow Live Auctions \rightarrow Selection of the live event \rightarrow Techno Commercial and Price Bids.		
	For Stage II** forward Auctions Click on Forward Auction \rightarrow Live Auctions \rightarrow Selection of the live event \rightarrow Placing of Bids		
	** Only after the evaluation of Stage I bidding the forward auction shall take place among technically qualified bidders		
4.2	The bidder should allow to run Java Encryption Applet by clicking on allow whenever the Pop- UP asks to do so. This exercise has to be done immediately after clicking on the Techno- Commercial bid. If this application is not allowed to run as and when prompted, the bidder will not be able to save/submit their bid and will get the error messages.		
4.3	After 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		
	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.		
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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-V 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 submission: As detailed in Annexure-V of this tender floor boxe bidders shall bidder. Once the e-auction and the Qualified tenderers is over, Price Bids of those bidders shall only quote the total bid value. 6. Price bid opening: Date	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		
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mentioned above.

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

(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.

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Part – I: <u>Techno-Commercial Bid</u>

GENERAL INFORMATION & INSTRUCTIONS TO THE BIDDERS

1. Sketch Plan showing the Parking lot area is attached as Appendix-X with this tender document.

2. The Parking lot as per table under Annexure–I will be allotted in a single parcel and will not be subdivided into parts to accommodate more than one Contractor.

3. The Parking lot will be allotted on 'as is where is' basis though civil infrastructure is developed.

4. Eligibility Criteria of the Bidder:

- i. The entity remitting the tender fee & EMD and submitting the bid, must be the same entity.
- ii. Average Annual Turnover for the last three financial years ending 31st March 2018 should not be less than 30% of Five Years of Expected Revenue per annum (ERPA).
- iii. Should have executed in the last seven years similar kind of Parking facility of

(a) one contract of value 80% of five years Expected Revenue per annum (ERPA), or

- (b) Two contracts each of value 50% of five years Expected Revenue per annum (ERPA), or
- (c) Three contracts each of value of 40% of five years Expected Revenue per annum (ERPA).

Note:- <u>Similar Work</u> : Operation, Management, Maintenance, Ownership of Parking space, Toll plaza, Warehouse, Godown, Land/Asset management, Logistics operations, Transport operations, Port operations.

- iv. The bidder shall submit an authorization, authorizing the signatory of the bidder to commit the tender.
- v. Self certified copy of non-Blacklisting as per format provided in Appendix IV.
- vi. All the tender conditions are to be fulfilled.

Note: In case of any estate port dues (for all plates of the prospective tenderer in KDS and HDC) as on the day of NIT as per format given in Appendix – V, the prospective tenderer may be allowed to participate in tender, only if he agrees to pay the dues before the price bid opening, failing which he will be declared disqualified in the tender process & EMD will be forfeited.

5. **Inspection of site**:

An inspection of the site will be arranged on 28.06.2018 before the Pre-Bid Meeting. Interested tenderers may participate in the site inspection if they so desire.

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

6. **Pre-Bid Meeting:**

A pre-bid meeting will be held at the office of the Traffic Manager, TRAFFIC DEPARTMENT, 40, C.G.R. ROAD, KOLKATA- 700043 on 03.07.2018 at 15:00 Hrs. Attending the Pre-Bid Meeting is not mandatory.

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

7. Query pertaining to bid:

(i) Bidders may send advance queries to the e-mail (<u>tm@kolkataporttrust.gov.in</u>) 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.

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

Queries pertaining to the matters other than technicality of downloading and submission of Bid for etenderingetc.may be forwarded before 27.06.2018 at 17:00 Hrs to the following email IDs:

- o <u>tm@kolkataporttrust.gov.in</u>
- o <u>pkumar@kolkataporttrust.gov.in</u>

8. Tender participation Fee:

Tender Document has been hosted in the web sites of Kolkata Port Trust, (www.kolkataporttrust.gov.in) and MSTC (http://www.mstcecommerce.com/auctionhome/kopt/ index.jsp). Interested tenderers may download the tender document from the said websites. For participation in the tender, MSTC website may only be used. The intending tenderers should submit the tender fee amounting to Rs. 1,000/- (Rupees One thousand only) plus GST@18% (non-refundable) along with their offer otherwise their offer will be summarily rejected. The procedure for submission of tender fee may be followed as detailed in Annexure-II.

9. Earnest Money:

- a) The Earnest Money is mentioned in Annexure-I. The tenderers intending to bid shall be required to submit the said amount of Earnest Money along with their offer otherwise their offer will be summarily rejected. The procedure for submission of Earnest Money may be followed as detailed in Annexure-II.
- b) The amount of Earnest Money will be refunded to the unsuccessful tenderers without interest unless bidder does not commit any mistake detailed hereunder as liable for forfeiture of earnest money. In the case of successful tenderers, this amount will be adjusted against the Security Deposit payable after request from successful tenderer for such adjustment.

Note: Mere submission of offer will not mean that the offer will be automatically considered qualified and bid will be entertained.

10. Forfeiture of Earnest Money:

i) The Earnest Money shall be forfeited if the tenderer withdraws its offer during the interval between the last date and time of submission of the offer i.e. 17:00 Hrs on 24.07.2018 including any extension thereof and expiration of the validity period of the offer including extension thereof. In this connection, clause no. 13 & 14 may also be seen.

ii) The successful bidder shall have to accept the terms & conditions of the offer of Contract and deposit BG of Annual fee for 1st year plus applicable GST, Security Deposit and quarterly fee within a period as specified in this tender document, failing which the offer shall stand cancelled and the Earnest Money deposited by the bidder shall stand forfeited.

iii) In case, if it is found that Tender fee plus GST @18% and EMD of requisite amount have not been remitted by the bidder the offer submitted by that particular bidder shall be cancelled and EMD amount deposited by that bidder along with the offer for the parking lot shall be forfeited.

iv) The documents submitted by bidder(s) will be scrutinized. In case, any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business with KoPT can also be taken against defaulting bidders.

Along with the above conditions, Earnest Money shall be forfeited in case of

- v) Non-acceptance of offer letter in any manner, as detailed in clause No. 23 hereunder
- vi) Non-implementation of the usage of the allotted Parking lots as per tender terms.
- vii) Subsequently deviating from the terms of the tender
- viii) Furnishing of any of the following in the tender incorrect/ incomplete information / tampered document to deliberately mislead KoPT.

11. Terms of payment of Annual fee

(i) The successful bidder shall make payment of quarterly fee for 1st quarter of 1st year of operation in advance (which would be as per his quoted annual fee & accepted by KoPT plus applicable taxes) in the form of DD as well as security deposit through separate demand draft issued by any Scheduled Bank of India drawn in favor of 'Kolkata Port Trust' within 30 days of offer letter issued by KoPT. In addition, the contractor has to deposit one <u>Bank Guarantee</u> for 1st year annual fee (which would be his quoted annual fee & accepted by KoPT plus applicable taxes) within 30 days of offer letter issued by KoPT. Format of the Bank Guarantee shall be provided by KoPT to the successful bidder.

(ii) O & M Contractor has to pay to KoPT in quarterly manner in advance within 15 days of beginning of each quarter from 2nd quarter onwards throughout the contract period (except what has been stated at para (i) above). Contractor has to deposit Bank Guarantees of annual fee for 2nd year, 3rd year, 4th year & 5th year of O & M contract period (which would be his quoted annual fee & accepted by KoPT plus applicable taxes). Bank Guarantee of amount equivalent to Annual fee for each year of operation shall have to be deposited within 15 days beginning of that year of operation with a validity of that particular year of operation plus claim period. Format of the Bank Guarantee shall be provided by KoPT to successful bidder. BG for Annual fee for each year of operation will be released / returned after submission of BG of Annual fee for the next year of operation within 15 days of beginning of next year of operation after adjustment of penalty charges imposed by KoPT for that year of operation, if any. Any delay in making payment of penalty charges within said time will attract interest as detailed hereunder (maximum period allowed for payment of penalty charges with interest may be 90 days from beginning of each year of operation). If the Quarterly fee bills are not received by the contractor within the 10th day of beginning of that quarter in which the Quarterly fee bill is supposed to be raised every quarter, duplicate bill(s) will have to be compulsorily collected by the contractor 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 beginning of that quarter 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).

Note: Maximum period allowed for payment of each Quarterly fee & deposition of Bank Guarantee for Annual fee for each year of operation with interest may be 90 days from beginning of each quarter & each year of operation respectively. Failing in making payment of quarterly fee and deposition of bank guarantee for annual fee within this maximum permissible time will directly lead to cancellation of contract.

(iii) If the offer letter is not accepted by the successful bidder and/ or requisite Quarterly fee including taxes for the 1^{st} quarter of 1^{st} year of operation and / or Bank Guarantee against 1^{st} year annual fee and / or Security Deposit is/are not made within 30 days of offer letter issued by KoPT, KoPT will have the right to

- **either** charge interest @14.25% p.a plus GST 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 successful bidder will be required to deposit requisite amount of interest for the desired period of extension, as per his application for extension of time, if accepted by KoPT

(iv) Interest: Delay in making payment of Quarterly Fee / and deposition of Bank Guarantee for Annual fee (except what has been stated at para (iii) above) shall attract interest thereon as per rate of interest in vogue (presently the rate of interest is 14.25% per annum plus GST). Due date shall be 15^{th} day of each quarter of that year of operation for payment of quarterly fee for 2^{nd} quarter onwards and 15^{th} day of first month of each year for which contractor has to deposit Bank Guarantee for Annual fee & applicable taxes for 2^{nd} year onwards.

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

Items	GST with all applicable cess
Annual fee	18.0 % on annual fee or as may be reviewed by Govt. of India

Note: GST No of KoPT is 19AAAJK0361L1Z3.

PAN No of KoPT is AAAJK0361L.

(vii) Work order for operation of Truck parking to the successful bidder will be issued only after deposition of the demand drafts for the 1^{st} quarter fee plus applicable taxes, Security Deposit and Bank Guarantee for 1^{st} year Annual fee.

11. Penalty

- a) The parking area should be swept & cleaned regularly, failure to which will attract a penalty of Rs. 100/- per day up to a week and later Rs. 200/- per day plus GST.
- b) Non compliance of the following activities will attract a penalty of Rs. 100/-per day up to a week and Rs. 200/- thereafter plus GST.
 - i. Maintaining compliant book so that users can record their grievances.
 - ii. Issue of approved tokens to the users of the system.
 - iii. The supervisors and ticket issuers shall wear identity cards & uniforms.
 - iv. Cleanliness of the premises.
 - v. Absence of required number of staffs in the parking lot.
 - vi. Non-compliance to the instructions given by the Engineer and his/her officers.
 - vii. Misbehaving with the customer.
 - viii. Not maintaining the proper circulation space for the smooth parking of vehicle.

Any of the following reasons may be considered by KoPT for termination of the contract

- i. For parking space being used for vehicles other than goods carrying vehicles.
- ii. For making encroachment on the public parking lot beyond parking space.
- iii. Obstructing the passage of pedestrian traffic.
- iv. For refusal to park any dock bound vehicle when parking is available.
- v. Non-willingness to resolve complaints of the vehicles owner / KoPT within reasonable time
- vi. For setting up of superstructure in contravention of the terms and conditions.
- vii. Decision of KoPT in this regard as mentioned above shall be treated as final.

12. Security Deposit (SD):

- (i) 10% of (Annual Bid Price x5) plus applicable taxes
- (ii) The successful bidder shall remit Security Deposit through DD drawn in favor of 'Kolkata Port Trust' before issuance of work order of Parking lot.
- (iii) The successful bidder may convert the EMD into SD and pay the balance SD.
- (iv) The SD shall be refunded without interest after expiry of the contract subject to deduction of outstanding dues, if any.
- (v) In the event of the Security Deposit being found insufficient or if the Security Deposit has been wholly forfeited, the balances of the total sum recoverable as the case may be, shall be deducted from any sum due to contractor or which at any time thereafter may become due to the contractor under this or any other contract with KoPT, should that sum also be not sufficient to cover the full amount recoverable. The contractor shall forthwith pay to KoPT on demand the remaining balance due.
- (vi) In the event of any default on the part of the contractor to comply with any of the terms of this contract or in the event of summary termination of the contract by KoPT under any clauses, KoPT shall have the right to forfeit the entire or part of the amount of security deposit, lodged by the contractor and to appropriate the Security Deposit or any part there of or towards the satisfaction of any claim of KoPT for any damage, losses, costs, charges or expenses or otherwise whatsoever. The decision of the KoPT in respect of such damages, losses, cost, charges or expenses or otherwise howsoever shall be final and binding on the contract.

13. Validity:

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

14. Extension of validity of offer:

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

15. Due date and Time for Submission and Opening of offer:

(i) The tender should be submitted to Traffic Manager, TRAFFIC DEPARTMENT, 40, C.G.R. ROAD, KOLKATA- 700043, through MSTC Ltd. (http://www.mstcecommerce.com/auctionhome/kopt/index.jsp) not later than 17:00 Hrs. on 24.07.2018 after which time and date, no offer shall be accepted.

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

- (ii) The Part I: Techno-Commercial Bid of the tender shall be opened electronically at 12:00 Hrs. on 27.07.2018. Tenderers or their authorized representative may witness the said electronic opening of Bid.
- (iii) The Part II: Price Bid will be opened electronically after conducting the e-auction of only those tenderers who techno-commercially qualify on a subsequent date, for which date & time will be intimated separately to the concerned tenderer only.

16. Substitution, Withdrawal of Tender:

The tenderer may substitute or withdraw its offer after submission, before the due date and time of submission of offer i.e. 17:00 Hrs. on 24.07.2018 or any extension thereof as per provision given at Annexure-II. No offer shall be substituted or withdrawn by the tenderer after the due date and time of submission of offer or any extension thereof.

17. Amendment of Tender Document:

At any time prior to the due date for submission of tender, KDS/KoPT may, for any reason, whether at its own initiative or in response to queries/clarifications raised by the tenderer(s) during the pre- bid meeting or otherwise modify the Tender Document by the issuance of Addendum in official website of KoPT

(www.kolkataporttrust.gov.in) and also in the website of MSTC (http://www.mstcecommerce.com/auctionhome/kopt/index.jsp/).

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

18. Submission of off-line documents:

Hard copy of the document as listed in ANNEXURE –VI, if any shall be submitted separately to the Traffic Manager, KoPT within the date and time of submission of e-tender. The same is to be put inside a sealed cover, super scribing "Hard Copy", mentioning the Tender No., Name of Parking Lot & Bidder ID as provided by MSTC to the bidder during registration. The sealed envelope shall have to be submitted in the designated tender box kept at the office of the Traffic Manager, located at Subhash Bhawan, Traffic Building, 40, CGR Road, Kolkata – 700043 within the closing time of the e-tender.

19. 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.

20. Interruption of activities:

In the event of any unforeseen circumstances such as holidays, bandhs, strikes, transport dislocation etc. on the scheduled day of 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.

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

22. 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.

23. Acceptance to Port's offer of allotment:

After finalization of the tender through e-tender-cum-e-auction, the offer of Contract for operation, maintenance and running the facility will be made to the successful bidder. The successful bidder shall be required to formally accept the terms & conditions of the offer of Contract and remit requisite Quarterly fee for 1st quarter plus applicable GST taxes, Security Deposit and Bank Guarantee for 1st year Annual Fee within a period as specified in the offer letter, failing which the offer shall stand cancelled and the Earnest Money deposited by the bidder shall stand forfeited. The possession of the parking lot 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

Terms & Conditions of Operation & Maintenance Contract

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

1. **O&M Contract Period**: 05 years without any option for renewal.

2. Purpose: Exclusively for the purpose of parking of Trucks and Trailers.

Note: The Parking lot must not be used for any purpose other than mentioned above. Using Parking lot for any other purpose will lead to termination of O & M contract.

3. **Parking Capacity**: 64 Trailers & 42 Trucks may be parked in the parking lot at a time.

4. **Fire protection:** Successful bidder has to arrange fire fighting arrangement inside the Parking lot to the satisfaction of KoPT.

5. After issuance of work order for the Parking lot, its security, fire-fighting and other civic facilities/arrangement as required unless otherwise specified, shall have to be made by the contractor at their own cost and to the satisfaction of all concerned authorities. In case of any damage to Trustees' property or neighboring property due to acts of omission/commission of the O & M contract, the contractor shall have to bear all costs and consequences thereof. The contractor shall be liable for safekeeping of the truck/ trailer in the Parking lot.

6. The contractor shall follow all safety norms as specified by the competent authority/authorities. They shall have to obtain all statutory clearances as may be required under the law, including environmental clearance, if necessary, at their own cost and arrangement. The contractor will also take all anti-pollution and environment friendly measures in consultation with West Bengal Pollution Control Board and other statutory organizations. The contractor shall be solely responsible for any pollution and environmental degradation arising out of their activities.

7. The contractor will be required to pay and discharge all present and future rates, Cesses, taxes, duties, charges, assessments, outgoings and premium in respect of policy of insurance against any risk whatsoever which are now or at any time hereafter be assessed, charged or imposed upon or payable in respect of the Parking lot.

8. Transfer:

No transfer/subletting or sharing of the Parking lot will be allowed. The contractor shall not transfer, assign, sublet or share use of the allotted parking lot or any part thereof with anybody or with any organization.

9. Permission for construction:

The Contractor shall have to construct only temporary structures at his own cost with prior approval from KoPT. Civil infrastructure of a parking lot is already developed by Port. No permanent installation/construction (except boundary wall) within O&M Contracted Parking Lot shall be allowed. Temporary structures on the O&M Contracted Parking Lot, in conformity with the purpose of the Contract, may be allowed with prior approval from KoPT. However, this permission will be valid up to the date of the validity/extended validity of the Contract and such approval will not give any leasehold right to the Contractor in respect of the O&M Contract Of Parking Lot. Such structures will vest on KoPT after expiry/termination of Contract.

10. Without prejudice to other appropriate action being taken, charges will be recovered for encroachment of KoPT's covered space as per prevailing Schedule of Rent of KoPT's Land and Buildings at Kolkata. However such type of action may lead to termination of contract.

11. **Amicable settlement:** If any dispute or difference or claims of any kind arises between the successful tenderer and KoPT in connection with interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the contract, or the rights, duties or liabilities of the parties under the contract, whether before or after termination of the contract, then the parties shall meet together promptly at the requests of any party in an effort to resolve such dispute, difference or claim by discussions between them.

12. Arbitration:

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

13. **Integrity Pact:** Successful bidder has to make integrity pact as per format at Appendix-VIII. Details of two External Independent Monitors are as follows:

a)	Shri Subhashish Sarkar,	b) Ms. Bulbul Sen, IRS (Retd.),
	Flat No. 406, Block-III,	B-104, Nayantara Apartments,
	Kirti Apartments,	Block 8B, Sec-7,
	Mayur Vihar Phase-I Extension,	Dwarka,
	Delhi-110091,	New Delhi- 110075
	Mob No 9811707230	E-mail- bsensarkar@gmail(dot)com
	E-mail: subhashishsarkar53@yahoo(dot)com	

14. **Disputes:** In the event of any disagreement/dispute between KoPT and the successful tenderer, disputes shall be resolved under the jurisdiction of appropriate courts in Kolkata only including Kolkata High Court.

15. Indemnity:

The Contractor 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 contractors/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 Contractor shall indemnify KoPT against all claims enforceable against KoPT (or contractors/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.

In case there is no ESI registration, Bidder has to submit Indemnity Bond and Affidavit as per the format attached in Appendix-VI.

16. Surrender:

If a Contractor wants to surrender a Parking lot within the scope of the instant tender, he may apply in writing to KoPT after giving due notice of 3 months. On expiry of the due notice period, KoPT will take back

the Parking Lot. If a Contractor wants to surrender the parking lot within one year from the date of handing over, BG for Annual fee plus taxes for the first year shall be retained by KoPT while SD shall be refunded by KoPT after adjustment of all dues upto the date of surrender and on completion of handover and all allied formalities.

In case of surrender of the Parking lot beyond completion of one year, BG of annual fee plus taxes upto that completed year shall be kept by KoPT.

Example: In case of surrender on 13th month of the O &M contract period, the BG for full yearly Annual fee plus taxes for the 2nd year shall also be payable.

17. Statutory Clearances for all Parking lots:

The Contractor 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.

18. The successful bidder, while communicating his acceptance of the offer letter of KoPT, will have to remit the following within 30 days of offer letter:-:-

- Security deposit (demand draft, Refer to Annexure-III)
- Bank Guarantee for 1st year's Annual fee + taxes
- Quarterly fee for 1st Quarter plus taxes (as detailed in Annexure-III).

19. Force Majeure:

In the event of the Contractor / Kolkata Port Trust being prevented from fulfilling its obligation in full or in part arising out of the contract to be finalized through this tender, due to any Force Majeure event like acts of God (flood, earthquake etc) or war, civil commotion, strike etc, or due to imposition / promulgation of any law or regulation of India, interfering with smooth conduct of the traffic operation, the affected party shall forthwith, but in no case later than 24 hours from the commencement of such event, intimate the other party as to the commencement of such event and continue to intimate after every 7 days during continuance of such event. The affected party shall, upon cessation of such event, promptly inform the other party and shall commence its obligation in part or in full arising out of this contact, which was kept suspended due to such events of Force Majeure. Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event of Force Majeure.

20. Termination of O &M Contract:

KoPT reserves the right to terminate the Contract and cancel the Agreement (in case there is any agreement), if there is any breach of terms and conditions of O &M Contract and/or the Agreement, by giving 3 months notice.

21. Essential services:

KoPT will provide civil structures towards water connection and electric connection at the Parking Yards for which separate charges as applicable shall be payable by the Contractor from the date(s) of handover of respective structures.

22. 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.

23. Termination:

i) Termination of O &M Contract in the National Interest or in the interest of the public: The O &M Contract will also contain a clause reserving the right to terminate the O &M Contract on 'six months' notice if the parking lot 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. If the Contract is cancelled for not complying with the conditions of **O &M Contract**, no compensation shall be payable by the Port.

ii) KoPT reserves the right to terminate the O & M contract and cancel the O & M contract Agreement (in case there is any contract agreement), if there is any breach of terms and conditions of contract and/or the Agreement, by giving 3 months notice.

The breaches which may result to termination of O & M contract are as follows:

- a) Non-payment
- b) Encroachment
- c) Subletting the parking lot
- d) Unauthorized construction
- e) Change of purpose- The O & M contract shall have to utilize the allotted parking lot for the purpose for which it has been allotted; otherwise the O & M contract shall be liable for termination.
- f) Non- compliance of conditions of O & M contract.

24. Compensation:

After the expiry / termination/ determination/forfeiture of contract and despite receiving the notice thereof, or forfeiture of contract on account of any breach, if the contractor continues to occupy it unauthorisedly, the contractor shall be liable to pay compensation for wrongful use and occupation of the same @3 times of SOR.

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

26. Guidelines for Parking and maintenance:-

The Contractor will undertake the following responsibilities:

i) Regular parking and movement of commercial vehicles such as trailers, trucks and in an efficient & organized manner.

ii) Provide proper sign board including the locations of parking lots and charges for parking etc.

iii) The services for parking shall be provided on 24 x 7 basis.

iv) The parking lots shall always be maintained in neat, clean and hygienic condition. Debris / garbage collected on regular and continuous basis shall be disposed of in an environmentally safe manner on day-to-day basis at his own cost.

v) Ensure proper upkeep/ maintenance of the entire Parking lot.

vi) Provide adequate personnel for regulating, issuing token, collecting parking charges and recording the entry and exit of vehicles.

vii) Maintain proper record of daily / Annual entry /exit of vehicles at the earmarked Parking lots and furnish the same to KoPT periodically and as and when required.

viii) Provide necessary cabin at the entry point with barriers.

ix) Provide requisite security services for safety of the vehicles kept in parking lot. KoPT will not be held responsible for any damages / loss to the vehicles parked in the Contracted areas.

x) No vehicles should be allowed to be parked outside the designated parking area.

xi) The contractor should not occupy excess parking area than the area allotted and if noticed occupying excess parking area, action will be taken to terminate the contract/recover penalty as deemed fit.

xii) Give priority to dock- bound vehicles (loaded or empty).

xiii) Collect maximum parking fee not more than Rs. 70/- per 12 hour & Rs 140/- per 24 hour for Truck; and Rs. 150/- per 12 hour & Rs 300/- per 24 hrs for Trailer.

Note:

- a) Beyond 24 hrs till 48 hrs the parking charges as detailed above shall be applicable but thereafter everyday it shall escalate by 50% of previous day's applicable parking charges.
- b) Mode of collection of parking fee may be Cash, POS, UPI or any other Digital / Online mode.

xiv) Establish required Computer connectivity at his own cost for integration of his system with KoPT's POMS for the sake of easing out congestion at the entry gates of Docks.

27. KoPT will undertake the following responsibilities:

Provide civil structures towards water connection and electric connection at the Parking Yards for which separate charges as applicable shall be payable by the Contractor from the date(s) of handover of respective parking lot.

28. Misc. Conditions:

i) The Contracted premises shall be handed over to Contractor in its present condition on "as is where is" basis though civil infrastructure is developed. Contractor shall, at its own cost and expenses, improve the same to use it as parking lot. The Contractor shall obtain all the required statutory permissions from local / State Government authorities concerned to operate the 'Pay and Park' facility.

ii) The Contractor shall hand over peaceful, unencumbered possession of the Contracted premises to the KoPT after expiry of contract period.

iii) The Contractor shall provide parking services "on first-come- first served" basis.

iv) The Contractor shall maintain all the relevant data / records for the number of vehicles occupied in parking lot and income earned towards parking charges on the Contracted area and shall furnish the detailed statement of the Contractor on regular basis for administrative purpose.

v) The Contractor has to liaison with the KoPT's Traffic Department regarding checking of papers / documents of vehicles carrying export cargo so that vehicles with necessary documents will not have to wait at the entry gates of Docks for checking of papers. However, vehicles entering into Docks will have to undergo security check.

vi) The Parking Lot shall be made operational by the Contractor immediately after issuance of work order for Parking lots by KoPT.

vii)In case CCTV camera surveillance system is installed by KoPT in the parking lot area, same to be safeguarded by the contractor.

viii) The Contractor will neither display any advertisement nor provide any ailing / beautification at the site of Pay & Pay scheme without taking permission from KoPT.

ix) The contractor shall make available the parking site in case of any emergency requirements arises. The contractor shall not make any claim for revenue during this period and the same shall not be entertained whatsoever.

29. Agreement:

The Contractor may execute an agreement with KoPT at their own expense and arrangement as per draft format, to be provided by KoPT.

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Part – I: <u>Techno-Commercial Bid</u>

PRICE BID SUBMISSION AND EVALUATION CRITERIA

A. Preparation and Submission Procedure of Tender:

- i. **Language:** The tender and all related correspondence and documents shall be written in English Language. Supporting materials, which are not translated in English and duly certified, may not be considered.
- ii. **PART-I:** Refer to Annexure-II.
- iii. PART-II: Price Bid shall contain any amount quoted by bidder. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection. Price Bid to be submitted on line through etendering process ONLY as detailed hereunder.

Important steps for PART-II

- 1. Bidder has to quote 'Annual fee' in the Price Schedule format online.
- 2. Immediately, the system shall display the final quoted total annual fee with taxes extra thereon.

3. 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.

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

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

6. 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.

7. 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, GST is payable extra as detailed in this tender document.

8. 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.

9. In case of submission of any bid within eight minutes immediately before the closing time of eauction, 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.

iv. 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.

B. Test of Responsiveness:

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

- a. Is submitted within the due date including extension period, if any.
- b. Is signed, sealed and marked as stipulated in the tender document.
- c. Is accompanied by the required Letter of authorization (As per Appendix-II).
- d. Contains all the information as requested in the tender document.
- e. Contains information in Formats as specified in this tender document.
- f. Does not show inconsistencies between the offer and the supporting documents.
- g. Proposes no change in the offer as compared to the terms & conditions of the allotment as detailed in this tender document.

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

C. Clarifications:

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

D. Confidentiality:

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

E. EVALUATION OF TECHNO-COMMERCIAL BID:

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

- i) Details of Earnest Money Deposit as per Appendix-I, duly filled in, signed and sealed.
- ii) Letter of authorization Appendix-II of tender document.
- iii) Profile of the Tenderer as per Appendix-III, duly filled in, signed and sealed.
- iv) Similar work experience certificate.
- v) Declaration of Tenderer as per Appendix-IV, duly filled in, signed and sealed.
- vi) Self certified admitted estate port dues (for all plates of the prospective tenderer in KDS and HDC) as per Appendix-V.
- vii) PAN/ TAN (as applicable), GST Certificate/Code, EPF & ESI registration certificate. In case there is no ESI registration, Indemnity Bond as per the format attached in Appendix-VI.
- viii) Self certified copy of duly signed cancelled cheque.
- ix) IT return of the last financial year and Auditor's certified turn over details for the last three financial years ending on 31st March 2018.
- x) One page write-up in letter head giving his plan of operation in the Parking lot.
- xi) Certified copy of the Certificate of Incorporation, Memorandum & Article of Association and Power of Attorney in case the tenderer is a Company.
- xii) Duly attested copy of Partnership Deed and Power of Attorney in case the tenderer is a Partnership Firm.
- xiii) Undertaking in bidder's letterhead in lieu of signed copy of full tender document as per format in Annexure-VII.
- xiv) Other documents, which the tenderer wants to submit (duly signed & sealed).

F. EVALUATION OF PRICEBID:

- (i) KoPT will call all the techno-commercially qualified tenderers to participate in the auction first on the scheduled date and time.
- (ii) After auction, the Price Bids of techno-commercially qualified tenderers only will be opened.
- (iii) The tenderer quoting highest amount either (a) highest bid in auction, or (b) the highest bid in tender, will be the H1 tenderer for the Parking lot as given at Annexure-I.

Note:

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

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Part – I: <u>Techno-Commercial Bid</u>

List of documents to be uploaded & submitted by the Tenderers

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

Sl. No.	8	
(i)	Scanned copy of Authorization letter (Appendix-II) in favour of the signatory to the tender.	
(ii)	Profile of the tenderer to be filled online as per the format in Appendix-III.	
(iii)	Scanned copy of duly filled in Appendix – IV (for undertaking for not having been black-listed etc).	
(iv)	Self certified scanned copy of IT return of the last financial year and Auditors certified turn over details for the last three financial year ending 31 st March 2018.	
(v)	Self certified scanned copy of duly signed self declaration of the bidder as to the amount of admitted estate port dues (for all plates of the prospective tenderer in KDS and HDC) as on the day of NIT as per format given in Appendix – V.	
	In case there are unpaid dues, the prospective tenderer may be allowed to participate in tender, only if he agrees to pay the dues before the price bid opening, failing which EMD will be forfeited.	
(vi)	Self certified scanned copy of IT PAN Card/ TAN ,GST, EPF & ESI Registration certification.	
(vii)	Self certified scanned copy of duly signed cancelled cheque.	
(viii)) Similar nature of work: Scanned copy of the work order having details of similar nature of work and work schedule/BOQ shall have to be submitted along with payment certificate(s)/completion certificate(s) in the technical bid for verification of the credentials. For running contract one year completion is mandatory.	
(ix)	Scanned copy of one page write up in letter head giving his plan for operation & running of truck parking facility at the designated site.	
(x)	Certified copy of the Certificate of Incorporation, Memorandum & Article of Association and Power of Attorney in case the tenderer is a Company.	
(xi)	Duly attested copy of Partnership Deed and Power of Attorney in case the tenderer is a Partnership Firm.	
(xii)	ii) In case there is no ESI registration as mentioned above in sl no (vii), Bidder has to submit scanned copy of Indemnity Bond and affidavit as per the format attached in Appendix-VI.	
(xiii)	Scanned copy of undertaking in bidder's letterhead in lieu of signed copy of full tender document as per format in Appendix-VII.	
	Off-line submission of	
(xiv)	Earnest Money Deposit (EMD) and Tender Fee in the way as mentioned in Annexure-II with filled in format annexed in APPENDIX-I.	

APPENDIX - I

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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)

Parking Lot at Coal Dock Road

Parking Lot Name	Amount as	Amount (in Rs.)	Equivalent reference No. with date, as applicable	Name and Branch of remitting Bank
Coal Dock Road	Tender Fee			
Coal Dock Road	EMD			

Address of the bidder.....

E mail id of the bidder.....

Name & Contact No. of the representative of the bidder

.....

Date:

Place:

(Signature of the bidder with stamp)

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Part – I: <u>Techno-Commercial Bid</u>

FORMAT FOR AUTHORISING SIGNATORY OF THE TENDER

[To upload a scanned copy]

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

Dated:

<u>Letter of authorisation</u> 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/TFC/03-2018 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.....

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Part – I: <u>Techno-Commercial Bid</u>

PROFILE OF THE TENDERER (To be filled online)

(A) In case of a Limited company

-	1	
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	Copies of audited Balance sheet	
	of the company for the last three	
	years	
9	GSTIN	

(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 Address	
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	Copies of audited balance sheet of the firm for the last three	
	years.	
10	GSTIN	

(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 Address	
4	Name of the father of the tenderer	
5	Date of its incorporation	
6	PAN No.	
7	Copies of audited Balance sheet for	
	the last three years, if required	
8	GSTIN	

Date : _____

Place :

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

Enclosures : _____Nos.

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Part – I: Techno-Commercial Bid

DECLARATION BY THE TENDERER

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

Ι	(signatory of son/daughterof	underta	lking)		_	
		 aged by	about occupation_	years	s, by fait , residing	
		 		, do	hereby sol	emnly affirm

and declare as follows:

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

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

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

I/We am not an undischarged insolvent;

I/We have not been convicted of an offence;

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

I/We have made a complete and full disclosure.

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

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

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

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

I/We have 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, 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 tenderers 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			

• • • • • • •

Part – I: Techno-Commercial Bid

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 Contractor/ Contractor	Outstanding dues as on the date of NIT(in Rs.)	Remarks
KDS	Contract				
	Lease				
	Foreshore occupation				
HDC	Contract				
	Lease				
	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 outstanding admitted estate port dues payable to KoPT, we may be allowed to participate in tender, only on the condition that we shall pay the total port dues before the price bid opening, failing which I/We may be declared disqualified in the tender process & my/our EMD may be forfeited in full.

Dated:
Signature
Name
Address

Seal of the bidder:

Signature of the bidder with office seal

P-1

(FORMAT OF INDEMNITY BOND)

On the Rupees Fifty Non – Judicial Stamp Paper

INDEMNITYBOND

2. WHEREAS, the said Kolkata Port Trust asked the every tenderer, who is not covered under E.S.I Act or exempted to furnish an Indemnity Bond in favour of Traffic Department, Kolkata Port Trust against all damages and accident to the Labourer Tenderer/contractor.

3. NOW THIS BOND OF INDEMNITY WITHNESS THAT the Tenderer/contractor named herein above shall indemnify the Kolkata Port Trust AGAINST ALL DAMAGES AND ACCIDENT OCCURRING TO THE Labourers of the Tenderer/contractor as demanded by the Kolkata Port Trust and which shall be legal and /or claimed by the Kolkata Port Trust during the execution of the work stated in the NIT No------ of ------ of ------.

4. AND the contractor hereunder agrees to indemnity and at all times keep indemnified the Kolkata Port Trust and its administrator and representative.

5. And also all such possible claim or demand for damages and accidents. In the event the declaration is found to be wrong and false, the tenderer will be held responsible for all the consequences in respect of compliance of The Employees State Insurance Act, 1948.

In WITNESS WHEREOF I------- the Partner/Proprietor/Director------ Hereto setand seal this the------ Day of------ In the year----- at------ at------

Sureties Signature of the Indemnifier

1. Signature: Name: Address:

2. Signature: Name: Address:

3. Witness: Signature: Name: Address:

NIT No. KoPT/KDS/TFC/03-2018

(On Non-judicial Stamp Paper worth Rs.10/-)

To be filled up and submitted offline before the due date

AFFIDAVIT BEFORE THE 1st CLASS JUDICIAL MAGISTRATE

				ofaged about
years,	by	faith	by	occupation,residing
at		, do hereb	by solemnly affirm and	declare as follows :
1.	THAT I am	the proprietor/	partner of	having office
	at and style.		and	carrying on business on the said name
		ove Deponent i n the affidavit).		or at Kolkata Port Trust, the same should
2.	THAT my afor	resaid Firm is e	exempted from E.S.I. A	Act and the said Firm has no valid E.S.I.
	Registration.		-	
3.	-			Kolkata Port Trust as per the Clause No. issued by the
				vork is to be mentioned)

THAT the statements made above are all true to the best of my knowledge and belief.

DEPONENT

Identified by me.

<u>APPENDIX – VII</u>

Undertaking to be submitted in lieu of uploading/submitting signed copy of full tender document

[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTERHEAD, SIGNED, SCANNED AND UPLOADED]

NIT No.....

Date

The Traffic Manager, Kolkata Port Trust, 15 Strand Road Kolkata – 700 001

Dear Sir,

I/We,(Name of Tenderer) have fully read and understood the entire Tender Document, GCC, and Addendum, Corrigendum if any, downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC and Addendum, Corrigendum.

I/We are submitting this undertaking in lieu of submission of signed copy of the full tender document GCC and Addendum, Corrigendum.

Yours faithfully,

.....

Signature of Tenderer

Name:
Designation:
Date :
Seal of the tenderer

INTEGRITY PACT

Between

Kolkata Port Trust (KoPT) hereinafter referred to as "The Principal"

And

Preamble

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- i) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any materials or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- ii) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/Contractor(s)

- i) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bid or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/Contractor (s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or

personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.

- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representative in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the Guidelines on 'Indian Agents of Foreign Suppliers" is annexed and marked as Annex-"A".
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- ii) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts. If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the

tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex "B".

Section 4 – Compensation for Damages

- i) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand the recover the damages equivalent to Earnest Money Deposit / Bid Security.
- ii) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- i) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors

- i) The Bidder(s)/ Contractor(s) undertake(s) to demand all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- ii) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and subcontractors.

iii) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s).

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Pact Duration:

This pact begins when both parties have legally signed it. It expires for the Contractors 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/ lodged during this time, the same shall be binding and continue to the valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairman of KoPT.

Section 9 - Other Provisions:

- i) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- ii) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- iii) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- iv) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal) (Office Seal)	(For & on behalf of Bidder/Contractor) (Office Seal)
Place Date	
Witness 2: (Name & Address)	

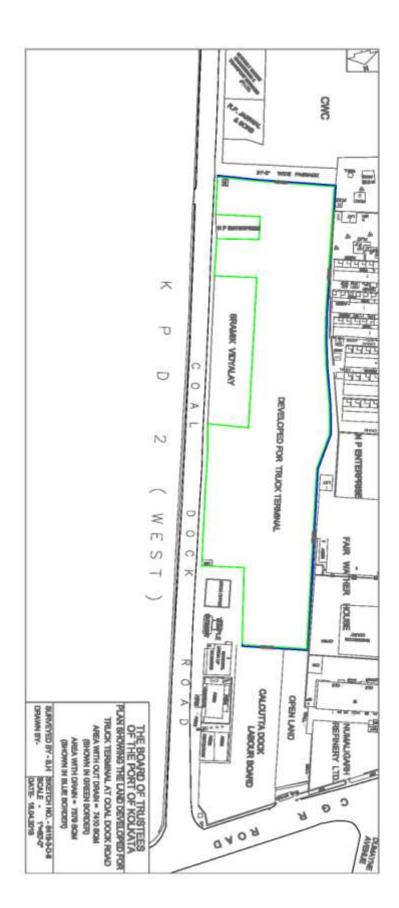
KOLKATA PORT TRUST TRAFFIC DEPARTMENT 40, C.G.R. ROAD, KOLKATA- 700043 Website: kolkataporttrust.gov.in Tender NIT No. KoPT/KDS/TFC/03-2018

Part – II: Price Bid

PRICE SCHEDULE (COVER-II)

Allotment of parking lot for operation and maintenance of truck/trailer parking lot on O&M Contract for five years , on "as is where is" basis though civil infrastructure is developed without renewal option, against payment of Annual fee, to willing tenderers through e-tender-cum-e-auction.

Parking Lot Name [Will be shown by the systems automatically]	Parking Lot Capacity [Will be shown by the systems automatically]	Total Area in sq. m. [Will be shown by the systems automatically]	Annual fee in Rs. (excluding tax) (To be quoted by the bidder)	Final quoted value in Rs. (Taxes extra) [Will be shown by the systems automatically]
Coal Dock Road	64 Trailers & 42 Trucks	7410 Sq. Mtr.		



Appendix –X