

***Notice Inviting Tender***  
**N. I. T. No. KoPT/KDS/LND 16-2018 dated 25.07.2018**

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

15, Strand Road,

Kolkata – 700 001

**Website: [kolkataporttrust.gov.in](http://kolkataporttrust.gov.in)**

**email address: [estate.tender@kolkataporttrust.gov.in](mailto:estate.tender@kolkataporttrust.gov.in)**

E-Tender under two-part system (Part I: Techno-Commercial Bid and Part II: Price Bid) for “Allotment of a plot of vacant land with/without structure **Sonapur Road erstwhile occupation of KMDA precast Yard, Kolkata** 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](http://www.kolkataporttrust.gov.in)) and MSTC ([www.mstcecommerce.com](http://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):**

a.	MODE OF TENDER	<b>E-Tender No: MSTC/ERO/KOLKATA PORT TRUST/31/KOLKATA/18-19/12208</b> e-tender System by Online Part I - Techno-Commercial Bid and Online Part II - Price Bid through <b><u><a href="http://www.mstcecommerce.com/auctionhome/kopt/index.jsp">www.mstcecommerce.com/auctionhome/kopt/index.jsp</a></u></b> 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	<b>From 25/07/18 To 17/08/2018</b>
c.	Duration of submission of query by mail and request for site inspection	<b>Till 04/08/2018</b>

d.	Pre-Bid Meeting	<b>At 12 noon on 07/08/2018 at KoPT Guest House at 93, Chowringhee Road, Kolkata – 700 020</b>
e.	Last date and time of remittance of tender fee & Earnest Money Deposit by e-payment mode	<b>Till 5 P.M. on 16/08/2018</b>
f.	Last date and time of submission of online Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/auktionhome/kopt/index.jsp">www.mstcecommerce.com/auktionhome/kopt/index.jsp</a>	<b>Till 5 P.M. on 17/08/2018</b>
g.	Last date and time of submission of hard copies of the listed papers into the specified box kept in the office of Estate Manager	<b>Till 5 P.M. on 17/08/2018</b>

**Note:**

1. Date & time of uploading the Addendum, if any, will be notified after Pre-bid meeting.
2. Opening of on-line bid (Techno-commercial Bid & Price Bid) is not a public event and hence, presence of bidders is not required for such event.
3. Date & time of e-auction shall be informed by e-mail from KoPT/MSTC at appropriate time to only the techno-commercially qualified bidders.

**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.tender@kolkataporttrust.gov.in)**

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**NIT No. KoPT/KDS/LND/ 16-2018 dated 25.07.2018****DETAILS OF PLOT- A10**

List of Plots for Vacant Land with/ without Structure on long term lease of 30 years for various purposes, on annual rent basis.

<b>Plot No.</b>	<b>Name of Plot</b>	<b>Area to be leased Out (Approx. in Sqm.)</b>	<b>Reserve Annual Rent (taxes extra) (in Rs.)</b>	<b>Purpose of lease</b>	<b>Valuation of Structure as per valuation report (in Rs.) (taxes extra)</b>	<b>EMD (in Rs.)</b>
<b>A10</b>	<b>Vacant land at Sonapur Road erstwhile occupation of KMDA pre cast Yard.</b>	<b>1<sup>ST</sup> BELT - 7098.95, 2<sup>ND</sup> BELT - 27401.05</b>	<b>1,70,39,812/-</b>	<b>Mercantile Building, Business Building, Storage Building, Institutional Building, Assembly Building (Club, Political &amp; Religious Purpose are not Permitted), Parking, Container yard.</b>	<b>34,91,360/-</b>	<b>17,03,981/-</b>

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

This is an e-tender event of KoPT. The e-tender service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

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

1.	<p><b>Process of E-tender:</b></p> <p><b>A) Registration:</b></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 <a href="http://www.mstcecommerce.com/auctionhome/kopt/index.jsp">www.mstcecommerce.com/auctionhome/kopt/index.jsp</a> as per details given in this tender document.</p> <p>(ii) Only after registration, the bidder(s) can submit his/her/their bids electronically. 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><b>SPECIAL NOTE: BOTH PRICE BID AND TECHNO-COMMERCIAL BID ARE TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.com/auctionhome/kopt/index.jsp">www.mstcecommerce.com/auctionhome/kopt/index.jsp</a></b></p> <p>1) Bidders are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>→ Port Lease Property→ KOPT →Registration →Register as Bidders' Filling in details and creating own user-id and password→ Submit.</p> <p><b>(Bidders who are already registered with MSTC for e-tender of KoPT need not register afresh).</b></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="347 1765 1465 2009"> <tr> <td data-bbox="347 1765 906 2009"> 1. Name: Shri J. Sengupta  Estate Division, KoPT, 5<sup>th</sup> Floor,  Annexe Building, 15, Strand Road,  Kolkata – 700001  Contact No.03371012455  E-mail  estate.tender@kolkataporttrust.gov.in </td><td data-bbox="906 1765 1465 2009"> 2. Name: Shri S. Dasgupta  Estate Division, KoPT, 5<sup>th</sup> Floor,  Annexe Building, 15, Strand Road,  Kolkata – 700001  Contact No.03371012429  E-mail  estate.tender@kolkataporttrust.gov.in </td></tr> </table>	1. Name: Shri J. Sengupta Estate Division, KoPT, 5 <sup>th</sup> Floor, Annexe Building, 15, Strand Road, Kolkata – 700001 Contact No.03371012455 E-mail estate.tender@kolkataporttrust.gov.in	2. Name: Shri S. Dasgupta Estate Division, KoPT, 5 <sup>th</sup> Floor, Annexe Building, 15, Strand Road, Kolkata – 700001 Contact No.03371012429 E-mail estate.tender@kolkataporttrust.gov.in
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Contact persons (MSTC):	
1. Shri Pritam Biswas Email- pbiswas@mstcindia.co.in Helpline no- (033)22901004	2. Shri Mayank. H. Jain Email-mhjain@mstcindia.co.in Helpline No-(033)22901004

**B) System Requirement:**

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

The system requirements are as follows:

- Operating System- Windows 7 and above
- Web Browser- Preferred IE 7 and above.
- Active-X Controls Should be enabled as follows:  
 Tools =>Internet Options =>Security =>Custom Level => Enable all Active-X Controls  
 =>Disable “Use Pop-up Blocker”
- Java (Latest is JRE 8 Update 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.**

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2. **(i) 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: Price Bids of only techno-commercially qualified bidders shall be opened electronically **AFTER** the e-auction is complete. Bidder(s) cannot witness electronic opening of bid since the same is not a public event.

**(ii) E-Auction (HELD BEFORE OPENING OF PRICE BID) :**

Date &time of e-auction will be intimated separately to the Techno-Commercially qualified bidders by KoPT/MSTC through e-mail with 5 days’ notice. Once the e-auction amongst the qualified tenderers is over, the Price Bids will be opened.

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

**(iii) H1 bidder/Successful Bidder:**

The highest rate received through e-auction and the highest Price Bid will be compared and the higher between the two will be accepted as the H1(successful) bid and the bidder offering such H1 bid will be treated as the successful bidder (H1 bidder) for the concerned plot.

Selection of successful bidder will be communicated to the bidder concerned by KoPT only after completion of Tender Process and approval of competent authority.

**Note :**

(i) Any necessary notice/ addendum/ extension notice/ corrigendum to the tender would also be hoisted in the e-tendering portal of M.S.T.C under the **“Notification”** Link

	<p>(ii) E-tender cannot be accessed after the due date and time mentioned in this Tender Notice, unless extended further with due notice in the website.</p> <p>(iii) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
3.	<p><b>Remittance of Tender Fee &amp; EMD:</b></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 of remitting bank from where e-payment of EMD has been made is to be furnished (i.e. name of bank and &amp; address, Current a/c No, IFS Code). A cancelled cheque is also to be furnished by the bidder for refund. [Such refund is, however, subject to any clause of Tender attracting forfeiture of EMD].</p>
4.	<b>Submission of on-line bid:</b>
4.1	<p>The bidder(s), who has /have submitted the above fees, can only submit their Techno Commercial Bid and Price Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>→ Port Lease Property→ KOPT →Login →View Details→ Stage I Bid Submission→ Live Auctions →Selection of the live event→ Techno Commercial and Price Bids.</p> <p>For Stage II** forward Auctions Click on Forward Auction→ Live Auctions →Selection of the live event→ Placing of Bids</p> <p>** Only after the evaluation of Stage I bidding the forward auction shall take place among techno-commercially qualified bidders.</p>
4.2	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 submission of all mandatory information and uploading of all mandatory documents as mentioned in the Tender, the bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled in and then the 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	<b>Bidder's alertness / duty:</b>
4.4.1	All correspondence to the bidder(s) after participation in the tender shall be sent by e-mail <u>only</u> 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). In case of successful bidder the communication of 'Allotment Letter' will be through hard copy.
4.5	<p><b>Uploading of documents:</b></p> <p>Bidders are advised to use 'Attach Docs' link in the bidding floor to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for uploading is 4 MB.</p> <p>For further assistance, instructions of Vendor Guide are to be followed.</p>
4.6	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his/her automatic acceptance of all the terms & conditions for the tender including those contained in the extension or any other notice/ corrigendum/ addendum/ clarifications, if any.
4.7	<b>Price Bid submission:</b> As detailed in Annexure VII of this tender document.

5.	<b>E-auction:</b> At the stage of e-auction amongst the techno-commercially qualified bidders, the bidders shall only quote the total bid value.
6.	<b>Price bid opening:</b>
	Date & time of e-auction will be intimated separately to the Techno-Commercially qualified bidders. Once the e-auction amongst the qualified bidders is over, Price Bids of those bidders shall be opened electronically after completion of e-auction. The highest rate received through e-auction and the highest Price Bid will be compared and the higher between the two will be accepted as the successful bid (H1 bid) and the said bidder will be treated as the successful bidder (H1 Bidder) for the concerned plot.
<b>NOTE:</b>	
(a) A bid can be edited and documents can be uploaded any number of times before the final submission of bid (i.e. before clicking on Sign & Encrypt). Once the bid is submitted by clicking on Final Submission, further editing is not allowed. However, deletion of the bid, followed by resubmission of the bid, with no additional amount of EMD and tender fee, is allowed upto the closing time of the tender. Since replacement of any particular document already uploaded is not allowed by the System, the bidders are <b>strictly</b> advised to delete the entire bid and resubmit a fresh bid containing the revised document and refrain from uploading more than one document for a particular purpose otherwise the consequence of this deviation will be borne by the bidder only.	
(b) After the closing time of event has passed, no bid will be accepted by the system. Hence, bidders are advised to make final submission of their bids well within time.	
(c) In all cases, bidders should use their own ID and Password along with Digital Signature at the time of submission of their bid.	
(d) During the entire e-tender-cum-e-auction process, the bidders will remain completely anonymous to one another and also to everybody else with a view to discourage formation of Cartel. Any such formation will be strictly viewed and the entire Tender may be liable to be cancelled and EMD of the concerned Bidders liable to be forfeited including debarring such bidders from participating in future Tenders of Estate Division of KoPT.	
(e) The e-tender floor shall remain open from the date, time & duration as will be announced and intimated by e-mail from MSTC/ KoPT, subject to extension of this duration as defined in this tender document.	
(f) Bidders are advised to note that the date of e-auction will be at least 5 (five) days from the date of intimation to them from MSTC/KoPT unless deferred by KoPT for any reason. No request from the bidders for change of such date will be entertained by KoPT.	
(g) All electronic bids submitted during the e-tender process shall be legally binding on the bidder.	
(h) KoPT reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, as the case may be, without assigning any reason thereof.	

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DOs and DONTs FOR BIDDERS PARTICIPATING IN LAND TENDERS

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

## WHAT BIDDERS SHOULD DO:

# Get yourself **Registered** with MSTC website

**<https://www.mstcecommerce.com/auctionhome/kopt/index.jsp>** for participating in the Tender Process of Estate Division, KoPT

# Ensure that you **give yourself enough time to respond** to the tendering opportunity: Proactive planning is crucial to make a successful bid

# Read and become familiar with the bid documents provided by Kolkata Port Trust. It is crucial that you **fully understand the requirements and bidding** criteria so that you can submit a fully compliant bid.

# Kolkata Port Trust insists on pre-bid responses and there may be **pre-bid meetings** and presentations or briefing events. You are expected to participate in such meetings.

# **Do submit your completed bid early**. E-Sourcing systems may slow down and crash when trying to upload multiple documents close to bidding deadlines.

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

# **Check websites** of **[www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)** and **<https://www.mstcecommerce.com/auctionhome/kopt/index.jsp>** regularly for Tender document (Notice/addendum/corrigendum/clarification)

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

# For viewing of Tender information you have to visit KoPT website i.e. **[www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)**

# You are to submit your **offer electronically** only. No tender shall be accepted by the KoPT office in hard copies.

# Ensure that you **note the crucial Dates** in connection with a particular Tender(s).

**They are as follows:**

**\*Date of NIT available to bidders to view**

**\*Date of Pre-Bid Meeting**

**\*Last Date and Time of remittance of Tender Fee& EMD (Earnest Money Deposit) by e-payment mode**

**\* Last Date and Time of submission of online Techno-Commercial and Price Bid at <https://www.mstcecommerce.com/auctionhome/kopt/index.jsp>**

#Ensure that you **Inspect the Plot/Structure before Bidding.**

Please note that it is the responsibility of the intending bidder to inspect the plot / structure on their own arrangement before pre bid meeting. KoPT will try to provide assistance during inspection of plots.

#Please **insert “Purpose of Land”** from the List provided by KoPT in the Tender document.

### **WHAT BIDDERS SHOULD NOT DO**

# Don't **Miss Pre-Bid meetings** arranged for by Kolkata Port Trust.

# Don't **Delay** opening or reading the bid **documentation**

# Don't **Submit invalid documents/certificates.**

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

# Don't **Leave submitting your completed bid to the last minute.**

#Don't tamper with e- tender document Form provided by KoPT .For example a tampered Net Worth Document will lead to forfeiture of EMD .

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**Guidelines for registration & remittance of tender fee and EMD****Contents:**

- A. Prior Registration with MSTC for e-bidding:**
- B. Participation in Bid:**
- C. Payment Through The “Smarthub” page**
- D. Refund of EMD:**

**A. PRIOR REGISTRATION WITH MSTC FOR E-BIDDING:**

1. Before e-payment and bid submission, the bidder shall have to get registered with MSTC **free of Cost as per procedure as laid down in this tender document**, if not already registered.
2. During registration with MSTC, the following MANDATORY information shall have to be furnished by the bidder in the respective fields.
  - a) Name of the bidder
  - b) (i) PAN of the bidder (ii) GST No. of the bidder
  - c) Address of the bidder
  - d) e-mail id of the bidder
  - e) Mobile No. of the bidder
  - f) Status of the bidder (either of individual, proprietor, partnership firm, company, LLP/ HUF/ Society/ Others (to specify if others)
  - g) Name & Contact details (Mobile No. /Landline No. /Fax No. /e-mail id) of the authorised representative of the bidder wherever applicable. Else to mention NA (Not Applicable).
3. On completion of formalities for such registration by the bidder, the system of MSTC shall assign a unique registration number to the bidder. The same shall by default be transmitted to the aforesaid e-mail of the bidder/authorised representative.
4. Now the bidder in possession of unique registration number provided by MSTC and also otherwise in possession of \* digital signature for signing, is eligible to make necessary payment for tender fee and EMD by **online** mode **ONLY** as detailed hereunder separately. The bidders are required to remit the tender fee and EMD separately for easy identification of the respective amounts deposited by each bidder.

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

## **B. PAYMENT**

### **1. Payment Gateway:**

The bidder shall have to login to MSTC portal to access the site for Port Lease Property → KoPT.

In turn, an e-payment link will enable the bidder to submit the EMD and tender fee for a particular tender while accessing the portal for participation in the Tender. Accordingly, the bidder shall make use of HDFC Bank payment micro site (Smarthub). The link for the said microsite of HDFC is available in the MSCTC portal.

### **2. Payment through the “Smarthub” page:**

The Bidder shall fill in the following details in the “Smarthub”

- a) Bidder’s Name;
- b) Unique Bidder ID (provided by MSTC at the time of registration by the bidder);
- c) Unique e-tender number for the particular plot of the tender in which the bidder intends to participate;

### **3. Selection from Drop-Down Menu**

- a) The bidder is required to select through a drop-down menu, the following options, one by one, in any order :-

- i) Tender Fee;
- ii) EMD.

[Note: The bidder shall have to remit both tender fee and EMD , separately, one by one to complete the payment.]

- b) If the bidder selects Tender fee, then amount field gets automatically populated as Rs 590/- including 18% GST.

- c) If the bidder selects EMD, then amount field gets automatically populated with the respective EMD amount corresponding to the unique e-tender number submitted by the tenderer.

- d) In either case (whether for remitting tender Fee or EMD), the bidder shall click on ‘NEXT’ button. Then a pop-up verification page will come up, which will ask for confirmation from the bidder on the correctness of the details already entered by him in the above 2a, 2b and 2c under B. If the bidder finds

an error, he/she shall opt for 'BACK' button to get back to the previous page for making necessary corrections. If the bidder finds the details to be correct, he /she will click on 'I CONFIRM' button. The bidder will then be directed to the next page.

#### **4. Mode of Payment**

The bidder will have the following options for making payment. He / She will select the relevant option from HDFC Bank "Smarthub" page

Options:

- a) Multi-bank net-banking;
- b) Debit card/ Credit Card;

#### **5. Details of various payment options**

##### **5.1 If the client selects Multibank Net Banking option**

If this option is selected, the screen would display the list of Banks. The Net-banking gateway would re-direct the Bidder to the bank selected by the bidder. After payment is made through this mode, the Bank would confirm successful payment via a message which will be displayed on HDFC Bank "Smarthub" page.

Otherwise, in case of failure, HDFC Bank "Smarthub" page would allow the Bidder to process another payment attempt.

##### **5.2 If the client selects Debit card/ Credit card option**

If this option is selected and payment is made through this mode, the Bank would confirm successful payment via a message which will be displayed on HDFC Bank "Smarthub" page.

Otherwise, in case of failure, HDFC Bank "Smarthub" page would allow the Bidder to process another payment attempt.

#### **C. Refund of EMD:**

1. The refund of EMD to the unsuccessful bidder shall be made after finalization of the tender.
2. In case of successful tenderer, the EMD shall not be refunded, and instead, the same shall be adjusted with the amount with any or all of the following: (i) Security Deposit (ii) Upfront Rent (iii) Annual Rent prior to allotment of the plot.
3. Refund of EMD to any bidder for any plot shall be made only by NEFT/ RTGS to their respective accounts as per particulars already furnished by them during registration with MSTC.

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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:-**

<b>Sl. No.</b>	<b>Compliance in respect of</b>
(i)	Remittance of Earnest Money Deposit (EMD) as indicated in this tender
(ii)	Remittance of Tender Fee as indicated in this tender
<b>On-line submission of the following</b>	
(iii)	<p>Appendix – I (Declaration by Bidders / undertaking for not having been black-listed etc)</p> <p>The bidder will click on the check box at the bottom of Appendix I indicating his /her undertaking on all the issues mentioned therein</p>
(iv)	<p>Appendix II-Lease Deed Form</p> <p>The bidder will click on the check box at the bottom of Appendix II indicating that he/she has read the content of the Format.</p>
(v)	<p>Appendix III (Port Dues)</p> <p>The bidder will insert in the box provided at the bottom of Appendix III, the amount of Estate Dues as on the day of publication of NIT.</p> <p>KoPT's decision as per KoPT's record will prevail so far as outstanding dues of any bidder is concerned.</p>
(vi)	<p>Proposed purpose of lease - Appendix – IV</p> <p>Bidders to enter proposed "Purpose(s)" in the text field from the list of purposes mentioned in the tender for the concerned plot / structure. Bidders are advised not to mention any "Purpose" beyond what is provided in the list. Bidders are also advised to specifically enter either 1 (for those purposes attracting 35%) or 0 (for those purposes not attracting 35%) after properly interpreting the relevant Tender Terms. However if the statement of purpose is beyond the list as per Tender Document and applicability of 35% thereon is in variance with the interpretation of the list as provided in the Tender Document by KoPT, KoPT's decision on "Purpose" and applicability of 35% thereon will be binding on the bidder and final in this respect.</p>
(vii)	Appendix Va: Format for CA's certificate on Networth

(viii)	Appendix Vb : Format to enter amount of Networth
(ix)	Self certified scanned copy of IT PAN Card/ TAN (To Be uploaded)
(x)	<p>Self certified scanned copy of IT return of the recent financial year (To Be uploaded).</p> <p><b><u>DEFINITION OF RECENT FINANCIAL YEAR:</u></b>  When the NIT date is between April and September of a calendar year, the most recent financial year will mean the financial year ending March of the previous calendar year. When the NIT date is between October of a calendar year and March of the next year, the most recent financial year will mean the financial year in which October to December fall.</p> <p>Example: If date of NIT is April 2018, the IT Return for FY 2016-17 is to be submitted and if the date of NIT is November 2018, the IT Return for FY 2017-18 is to be submitted.</p>
(xi)	<p>Scanned copy of Certification by a Chartered Accountant/ Certified Public Accountant with his/her identity as well as his/her signature and stamp as to the Networth of the bidder for the recent financial year as per above definition, based on Audited Annual Accounts.</p> <p>[Net Worth of the bidder should be <b>more</b> than one year's annual reserve rent, (excluding taxes)]</p> <p>NOTE:</p> <p>(A) If Net worth is equal to or lesser than this value, the techno-commercial offer will be disqualified (For non-FRR bidders who are in business for more than one year).</p> <p>(B) 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.</p> <p>(C) A company formed less than one year and hence not having balance sheet even for one year may participate in the tender on submission of BG equivalent to 3 years Annual Rent.</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> <p>KoPT's decision in respect of Net Worth will be final.</p> <p><b>The formula for calculation of Net Worth will be as follows :-</b>  [ {proprietor's capital (for proprietorship firms)/ partners' capital (for partnership firms)/paid up capital (for companies) + free reserve} – intangible assets]</p>
(xii)	Self certified scanned copy of duly signed cancelled cheque. (To Be uploaded)
(xiii)	Self certified scan copy of balance sheet of the recent financial year. (To Be uploaded)
(xiv)	



	<b>Off-line submission of</b>
(xv )	Self certified copy of partnership deed or Memorandum of Association & Article of Association, as applicable, for the bidder concerned.
	<b>Submission of bid</b>
	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

**NOTE: BIDDERS ARE ADVISED TO NOTE THAT ALLOTMENT LETTER TO SUCCESSFUL BIDDER WILL BE ISSUED ONLY ON VERIFICATION OF DOCUMENTS. IN CASE OF SUBMISSION OF FAKE DOCUMENTS, THE ALLOTMENT WILL BE CANCELLED AND EMD FORFEITED.**

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**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:-**

In case, a lessee is allotted a plot for 'Warehousing', portion of the said warehouse can be used purely on temporary basis by the lessee for storage of goods of the 3<sup>rd</sup> party without parting with the right of possession and at the risk and responsibility of the lessee who will have overall control over the premises.

**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, 1<sup>st</sup> belt is the area within 50 metres from the road and 2<sup>nd</sup> 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:-

<b>Slabs</b>	<b>Percent</b>
Up to first ₹ 5,00,000 of the asset as valued	0.154
Next ₹ 10 lakhs of the asset as valued	0.616
Next ₹ 40 lakhs of the asset as valued	0.308
Balance amount of the asset as valued	0.154

Note: (i) The minimum fee amount as per the valuation for the plot varies is ₹ 2,000/-,

(ii) The above shall prevail, unless there is any revision in the fees payable to the empanelled valuers.

**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 table under Annexure – I. Accordingly the bidders shall have to indicate their intended purposes from the aforesaid list in Appendix-(VII), inter alia, whether or not the same would attract 35% on the Annual Reserve Rent.

In the event of KoPT's interpretation otherwise, in respect of imposition of 35% extra on the Annual Reserve Rent, the same shall prevail.

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) **“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;

(b) **“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;

(c) **“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;

(d) **“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;

(e) **“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);

(f) **“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;

(g) “ **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;

**SPECIFIC EXCLUSION:**

(A) **Industrial Building :** 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 workshops;

(B) **Educational Building:** Any building used for school, college, library or day-care purposes as principal use involving assembly for instruction, education or recreation incidental to education;

**NOTE:**

Bidders are advised to type proposed “Purpose(s)” in the text field from the list of purposes as mentioned in the tender for the concerned plot / structure. Bidders are also advised not to mention any “Purpose” beyond what is provided in the list.

It is further clarified that no plot is allowed for the following purposes through this Tender:  
a) Residential b) Religious establishment c) Political establishment d) Educational Establishment and e) Industrial Establishment (except ongoing industries in the plot).

As per definition given in KoPT’s Land Use Plan, “Industrial building” is 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;

Bidder should exercise extreme caution while entering ‘0’ or ‘1’ in Appendix VII as in case of any wrong declaration, KoPT’s decision on “Purpose” and applicability of 35% thereon will be binding on the bidder and final in this respect.

**9. Eligibility Criteria of the Bidder:-**

(i) The bidder has to be GST registered.

(ii) Net worth of the bidder as defined above, shall be more than one year’s annual reserve rent (excluding taxes) as detailed above in Annexure IV.

10.1 **Inspection of site:** Please note that it is the responsibility of the intending bidder to inspect the plot / structure on their own arrangement before pre-bid meeting. KoPT will try to provide assistance in this connection.

10.2 **Pre-bid meeting:** Prospective bidders are advised to attend the pre-bid meeting on the date & time as stated above at KoPT Guest House at 93 Chowringhee Road, Kolkata 20 (near Exide More).

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.tender@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](http://www.mstcecommerce.com/auctionhome/kopt/index.jsp) & [www.kolkataporttrust.gov.in](http://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](http://www.mstcecommerce.com/auctionhome/kopt/index.jsp) & [www.kolkataporttrust.gov.in](http://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. 590/- (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 Earnest Money (EMD), as mentioned hereunder.

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 as per Tender terms as at (16) below.

- (ii) In case of non-acceptance of the allotment letter.
- (iii) In case of non-acceptance of the terms & conditions of the offer of lease
- (iv) In case of non-compliance of the terms & conditions of the offer of lease.
- (v) In case of deviation from any of the terms & conditions of the offer of lease till submission of Security Deposit along with adjustment of EMD with other dues or refund.
- (vi) In case of non-remittance of all payment due before handover of the plot within the specified period.
- (vii) In case of furnishing any false / misleading /tampered information in the tender offer.
- (viii) In case of furnishing any false / misleading / tampered information before finalization of tender.
- (ix) In case of non submission of Price or non participation in re-bidding if necessary.
- (x) In case of not quoting above the reserved rent or floor price.
- (xi) In case of formation of Cartel or influencing bidders to abstain from participation in the Tender.

**16. Validity:**

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

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

**18. On-line bidding problem:-**

Neither KoPT and nor MSTC shall 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 electronically by the appropriate portal.
- (ii) is accompanied by requisite Tender fee and requisite EMD, as stipulated.
- (iii) is accompanied by all the forms and formats dully filled in/ executed, as the case may be.
- (iv) contains all the information as requested in the tender document.
- (v) does not show inconsistencies between the offer and the supporting documents.
- (vi) proposes no change in the offer as compared to the terms & conditions of the allotment, as detailed in this tender document.

**23. 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.

**24. Acceptance of Port's Allotment Letter:**

After finalization of the tender through e-tender-cum-e-auction, the allotment letter of land will be made to the successful tenderer by hard copy. The successful tenderer shall be required to formally accept the terms & conditions of the allotment 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 allotment letter, failing which the allotment 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 allotment 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/her own cost, after making all requisite payment related to the proposed lease of land.
- (iii) Preparation cost of Lease Deed -The lessee shall be required to pay Rs 3,400/-plus G.S.T as applicable to 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 –II**, 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. Request for Change of Purpose:-**

The lessee shall follow the purpose of lease strictly as mentioned in the Allotment Letter. Request, if any, for the change of purpose from what is allotted for, 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.

**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:-
  - 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

(ii) Also, EMD shall be same for any plot irrespective of usage whether or not attracting 35% on the base rent.

(iii) Bidder shall have to mention definite purpose/ purposes in Appendix-V.

### 3. **Security Deposit:-**

(i) The amount of Security Deposit shall be equal to **twice** the following amount:

Accepted Annual rent plus 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 Bank Draft/pay order/ A/C payee cheque drawn in favour of 'Kolkata Port Trust' or by Online mode as may be decided by KoPT, before taking over possession of land.

The successful bidder may convert the EMD into Security Deposit /Upfront Rent/Annual Rent etc.

### 4. **Boundary Wall:-**

The lessee shall have to construct boundary wall around the demised land (as would be demarcated by Estate Division) at his/her own cost. The portion of such boundary wall bordering ISPS Zone, if any, will have to be constructed by the lessee, as per specifications to be given by KoPT, and as per 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.

If the structure is owned by KoPT, the same will have to be returned to KoPT by the lessee on 'as is where is basis' is after expiry of lease period.

If the structure is owned by the former lessee (enjoying FRR right) , the value of structure shall be paid for by the new lessee in favour of the FRR bidder who is not the successful bidder. The value for this purpose shall be ascertained by port empanelled valuer at the time of tender.

**9. Indemnity:-**

The lessee shall, at his/her own expenses, pay compensation for any injury, loss or reinstate and make good to the satisfaction of 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/she 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 in case of payment on Annual rent basis.

**11. Termination of lease:-**

KoPT reserves the right to terminate the lease and cancel the Agreement, if there is any breach of terms and conditions of lease and/or the Agreement, by giving 3 months' notice (in case of manufacturing unit, the said notice period will be 6 months).

**12. Essential services:-**

The bidder should bear the cost of infrastructure required for the power connectivity/ water supply to their premises. After handing over possession of land and on being requested, 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. G. Sec rate:-**

Besides the compulsion for payment of lease rent on upfront basis as per eligibility criteria of the tender, all other successful bidders of different plots of land also have the option for payment of lease rent on upfront basis as per the following formula:-

<b>Tenure of lease</b>	<b>G. Sec rate as in July, 2018</b>	<b>Corresponding multiplying factor (M.F.)</b>	<b>Formula to calculate upfront</b>
<b>30 years</b>	<b>7.87</b>	<b>15.7461</b>	<b>Finally accepted annual rent X M.F.</b>

**16. Upfront option:-**

The successful bidder, while communicating his/her acceptance of the offer letter of KoPT, will have to indicate his/her desire to pay lease rent on upfront basis and the required banker's cheque/ pay order/ A/C payee cheque will have to be enclosed along with his/her communication. The payment may also be done by online mode (if decided by KoPT)

**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 1<sup>st</sup> year's advance annual rent plus 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 Bank Draft/Pay Order/A/C payee cheque drawn in favour of 'Kolkata Port Trust' or by Online mode if decided by KoPT.

(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 2<sup>nd</sup> year of lease onwards. If the rent bills are not received by the lessee within the 10<sup>th</sup> day of the month in which the rent bill is supposed to be raised every year, duplicate bill(s) will have to be compulsorily collected by the lessee at their arrangement from the Estate Division/Finance Department of Kolkata Port Trust at 15, Strand Road, Kolkata – 700 001 for the purpose of payment within the due date which shall usually be 15<sup>th</sup> day of the same month of that year (in case the 15<sup>th</sup> day is a holiday of the Trustees, the next working day shall be the maximum allowable period for such payment).

(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 Schedule of Rent 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:** The successful bidder shall make full payment towards upfront plus 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/Bank Draft drawn in favour of 'Kolkata Port Trust' or by Online mode if decided by KoPT.

(ii) Yearly token rent @ Rs.1.025 per sq. mtr. (taking into account escalation @2.5 % per annum) plus applicable taxes, shall be paid in advance by the lessee, at the beginning of each year from 2<sup>nd</sup> year of lease onwards. If the rent bills are not received by the lessee within the 10<sup>th</sup> day of the month in which the rent bill is supposed to be raised every year, duplicate bill(s) will have to be compulsorily collected by the lessee at their arrangement from the Estate Division/ Finance Department of Kolkata Port Trust at 15, Strand Road, Kolkata – 700 001 for the purpose of payment within the due date which shall usually be 15<sup>th</sup> day of the same month of that year (in case the 15<sup>th</sup> day is a holiday of the Trustees, the next working day shall be the maximum allowable period for such payment). Municipal Tax is to be paid every year along with token yearly rent.

(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 +1<sup>st</sup> year's token rent including taxes) or (1<sup>st</sup> year's rent including taxes) + Security Deposit] 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/her application for extension of time.

(e) The valuation of existing boundary wall and existing structure, if any, along with applicable taxes, shall also have to be paid by the successful bidder to KoPT (for KoPT structure) or the ex-lessee (for ex-lessee structure) through KoPT, within 30 days from the date of the communication in this regard, as

indicated in the Tender Document or otherwise as may be required and as will, accordingly, be decided and communicated by 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
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 also 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 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.

**19. Termination of Lease under special circumstances:-**

**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 un-authorisedly, 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, if not otherwise decided by KoPT, 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. Fire safety and security measures:**

Lessee and Licensee, who will be allotted KoPT's land / structure / godown / premises for storing materials, which are combustible in nature and may cause huge fire hazards should arrange for having proper fire safety measures and

statutory permissions . They are to note that in all Plates / Structures / Godowns / Premises leased or licensed, security and fire safety measures shall be the responsibility of lessee / licensee. In case of any damage to the Trustees' property or neighbouring property due to not maintaining the required fire safety and security measures, the lessee / licensee will be responsible and will have to bear all costs and consequences thereof. They will be required to comply with all the necessary fire safety and security measures, as well as, obtaining related clearances and permissions from concerned statutory authorities commensurate to their nature of business.

**24. Land Policy Guidelines:-**

Notwithstanding anything contained in the tender document, 'Policy Guidelines for Land Management by Major Ports, 2014 (revised) 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.

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**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) when the reserve annual rent remains unaltered (i.e. for purposes not attracting additional 35 % on reserve annual rent);
  - (ii) “1” (One) when the reserve annual rent increases by 35% (i.e. for purposes attracting additional 35 % on reserve annual rent);
2. Immediately, the systems shall display the ‘Applicable Reserve Annual rent’ as per input given by the bidder as stated above (tax component payable extra).
3. Then the bidder shall only fill in the premium amount (lump sum) over the ‘Applicable Reserve Annual rent’. In other words, the bidder shall indicate and offer the extra amount over the applicable Reserve Annual Rent (tax component payable extra). It is impressed upon the bidder that bid without a positive amount of premium in the manner stated herein is an incomplete bid.
4. Immediately, the system shall display the final quoted total annual rent (i.e. applicable Reserve Annual Rent plus quoted premium) 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. Even if there is one bidder for any tender for a particular plot such that even one of the offered purposes attracts additional 35% on the reserve annual rent according to 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. The floor price thus determined shall be applicable for all the techno commercially qualified bidders for the plot.
7. In case a bidder does not participate in the e-auction, his/her 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 (H1) bidder.

10. In case of Tie in rates in the tender, rebidding ( re-auction)will be invited from those bidders who have offered tied (and highest) Price Bid/Auction Bid with the tied Bid as the floor Rate.

11. 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, Municipal tax and any other applicable tax, payable extra as detailed in this tender document.

12. During e-auction, a willing bidder shall get time to submit bid or improve the same, as may be desired, until the scheduled closing time is over.

13. The scheduled closing time of e-auction shall be automatically extended, in case a techno-commercially qualified bidder submits a bid within eight minutes of scheduled closing time of e-auction .For example, if the scheduled closing time is at 17.00 hrs and a bid is submitted at 16.54hrs, the e-auction will not close at 17.00 hrs but would be extended till 17.02hrs.Again, if a bid is received at 17.01 hrs, a further bid can be submitted till 17.09 hrs. This extension will go on till no bid is received for eight whole minutes.

In other words, a time gap of eight minutes will be allowed between two bids for determining the closing time of e-auction after the expiry of the scheduled closing time of e-auction.

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**N. I. T. No. KoPT/KDS/LND 16-2018 dated 25.07.2018**

**DECLARATION BY THE BIDDER**

I/We do hereby solemnly affirm and declare as follows:

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

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

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

I/We am not an undischarged insolvent;

I/We have not been convicted of an offence;

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

I/We have made a complete and full disclosure.

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

I/We having examined the Tender Document and having fully understood its content including the General Information & instructions to Tenderers and evaluation criteria, hereby submit our offer for allotment of KoPT land as per this instant tender 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.

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 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.

- ☐ I have read and accepted the terms and conditions stated above.  
(Click Check Box to proceed further)

## (SAMPLE LEASE DEED FORMAT)

THIS INDENTURE dated this..... day of.....

.....Two thousand .....and 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/Smt ....., 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/Smt ....., 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 1<sup>st</sup> 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 to Kolkata Port Trust at 15, Strand Road, Kolkata-700001 within the date as may be specified in the rent bill.

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 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 15<sup>th</sup> day of the month of beginning of every year.

(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.

(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.

(4) That once the premises is handed over, the lessee shall erect a clearly visible board at his / her own cost at the plot wherein the following shall be distinctly mentioned:

**Owner of the plot: Kolkata Port Trust;**

**Lessee: (Name of the lessee);**

**Period of lease: (To mention date of commencement and date of expiry of lease)**

Security fire fighting and other civic facilities and amenities as required shall also be the responsibility of the 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.

(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. 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.

(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.

(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.

(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.

(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.

(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.

(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.

(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.

(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.

(15) THE Lessee shall obtain at their own cost any trade or other "Licence" which may legally be necessary on account of their business.

(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.

(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 does not receive the bills within the 10<sup>th</sup> 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.

(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.

(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.

(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.

(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.

(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.

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.

(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.

(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.

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.

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-possessed 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-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.

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.

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 by .....more delineated on the plan no: .....  
hereto annexed and thereon shown in green border.

☐ Read the above format  
(Click Check Boxes to proceed further)

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

Type of occupation	Plate No.	Name of lessee/ licencee	Outstanding dues as on the date of NIT (in Rs.)	Remarks
Lease				
Licence				
Foreshore occupation				

☐ The above statement is true to the knowledge and belief of the undersigned and subject to acceptance by 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.  
(Click the above Check Boxes to proceed further).

**Format for purpose**  
**N. I. T. No. KoPT/KDS/LND 16-2018 dated 25.07.2018**

**CONDITIONALITIES RELATED TO PURPOSE**

(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.

**List of purposes allowed by KoPT**

*To paste the list of purposes from the plot details above at Annexure I*

**Bidders are required to choose any, or any combination of purposes from the above list and indicate their proposed use in the following table, inter alia, indicating whether or not the same would attract 35% extra on the reserve annual rent.**

**However, KoPT is not bound to accept the interpretation of the bidder.**

<b>Bidder's offered use to be entered in the following rows</b> (in case of office building, please indicate its percentage area w.r.t. the total area of the plot, and indicate '1'/'0' in the next column, if it is 10% or more	<b>Bidder to enter '1' or '0'</b> depending on whether the same
---	---

	is attracting 35% extra or not (1 for 35% extra or otherwise 0).

☐ Proceed  
 (Click Check Boxes to proceed further)

## CA FIRM LETTER HEAD

### Networth Certificate

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

To  
The Estate Manager  
Kolkata Port Trust

This is to certify that the Networth of M/s.....(PAN.....) as  
on.....is Rupees .....only.

We further certify that:

The computation of Networth has been computed as per Eligibility Criteria of the bidder  
vide clause No. 9 (ii) of Annexure V of tender bearing **N. I. T. No. KoPT/KDS/LND  
16-2018 dated 25.07.2018** for allotment of land under Koolkata Port Trust. The aforesaid  
networth has been verified form the Balance sheet of the most recent financial year.  
Thus, the undersignee/ undersigned Chartered Accountant is confirming the correctness  
of the value indicated on this letter.

Place:.....

Date:.....

For (Name of the Chartered Accounting Firm)

Name of the Partner / Proprietor

Signature of Bidder

Membership Number Rubber Stamp

Rubber Stamp



**Networth Figure**

The bidder shall fill in the figure of the networth as per the CA's certificate and mention the same in the following box. In the event of any discrepancy between the following figure and that indicated in the certificate of the CA, the offer will be liable to be cancelled.

Please mention below only the amount in Rupees without any comma

☐

Proceed

(Click the above Check Box to proceed further)

**KOLKATA PORT TRUST**  
**GENERAL ADMINISTRATION DEPARTMENT**  
**ESTATE DIVISION**  
 15, Strand Road,  
 Kolkata – 700 001  
 Website: [kolkataporttrust.gov.in](http://kolkataporttrust.gov.in)

**Part – II: Price Bid**

## PRICE SCHEDULE (COVER- II)

Allotment of plot of land/ structure / property against Tender NIT No. **N. I. T. No.**  
**KoPT/KDS/LND 16-2018 dated 25.07.2018**

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

.....

## BANK GUARANTEE PROFORMA

**Draft Proforma of Bank Guarantee (Performance Bond), to be issued by the Kolkata Branch, of any nationalized Bank of India on Non-Judicial Stamp Paper worth Rs.50/-**

To

The Board of Trustees  
for the Port of Kolkata.

BANK

GUARANTEE

NO.....DATE.....

Name of issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Trustees of the Port of Kolkata, a body corporate - duly constituted under the Major Port Trusts Act, 1963 ( Act 38 of 1963), having agreed to allot Shri/SmtMessrs ..... a proprietary / Partnership / Limited / Registered Company, having its Registered Office at .....

(hereinafter referred to as "The lessee") PLOT NO\_\_\_\_under Tender No\_\_\_\_(Plate No)\_\_\_\_ in terms of allotment letter no ..... dated... .....for due fulfillment of all the terms and conditions stated in the said allotment letter by the lessee on submission of a bank Guarantee for Rs ..... (Rupees ..... ) being equivalent to first \_\_\_\_\_ years' Annual rent with escalation we,.....Branch, Kolkata..... do on the advice of the lessee , hereby undertake to indemnify and keep indemnified the Trustees, Kolkata Port Trust to the extent of the said sum of Rs ..... (Rupees ..... )

.....)

We.....Branch,Kolkata

....., further agree that if a written demand is made by the Kolkata Port Trust through any of its officials for honoring the Bank Guarantee constituted by these presents, We,..... Branch, Kolkata shall have no right to decline to cash the same for any reason whatsoever and shall cash the same or part of the dues as may be demanded by Kolkata Port Trust and pay the sum so demanded to Kolkata Port Trust within a week from the date of such demand by an A/c. Payee Banker's Cheque drawn in favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the lessee and Kolkata Port Trust, this would be no ground for us,.....(Name of Bank), ..... Branch, Kolkata to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We, ..... Branch, Kolkata , decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for Kolkata Port Trust to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the lessee.

**2.** We,.....Branch, Kolkata, further agree that a mere demand by Kolkata Port Trust at any time and in the manner aforesaid, is sufficient for us, ..... Branch, Kolkata , to pay the amount covered by this Bank Guarantee in full or in part and in the manner aforesaid and within the time aforesaid without reference to the lessee and no protest by the lessee, made either directly or indirectly or through Court of Law can be valid ground for us, ..... Branch, Kolkata , to decline or fail or neglect to make payment to Kolkata Port Trust in, the manner and within the time aforesaid.

**3.** We, ..... Branch, Kolkata , further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance/remittance of Port Dues by the said lessee and that it shall continue to be enforceable till all the dues of Kolkata Port Trust under and/or by virtue of the terms and conditions of the said Allotment Letter/Lease Agreement have been fully paid and its claim satisfied and/or discharged in full and/or till Kolkata Port Trust certifies that the terms and conditions of the said Allotment Letter/Lease Agreement have been fully and properly observed/fulfilled by the lessee and accordingly, Kolkata Port Trust have discharged the Bank Guarantee or part thereof , subject however, that this

guarantee shall remain valid up to and inclusive of .....day of .....20.....and subject all so that the provision that Kolkata Port Trust shall have no right to demand payment against this guarantee after the expiry of 6(six) calendar months from the date of expiry of the aforesaid validity period up to ..... or any extension thereof made by us, .....Branch, Kolkata , in further extending the said validity period of this Bank Guarantee on a Non-Judicial Stamp Paper of appropriate value, as required / determined by Kolkata Port Trust, only on a written request by Kolkata Port Trust to the lessee for such extension of validity of this Bank Guarantee.

**4.** We, ..... Branch,Kolkata , further agree that, without our consent and without affecting in any manner our obligations hereunder, Kolkata Port Trust shall have the fullest liberty to vary from time to time any of the terms and conditions of the said Allotment Letter/Lease Agreement to extend the time for full performance/remittance of Port Dues of the said Allotment Letter/Lease Agreement including fulfilling all obligations under the said Allotment Letter/Lease Agreement by the lessee or to postpone for any time or from time to time any of the powers exercisable by Kolkata Port Trust against the lessee and to forebear or enforce any of terms and conditions relating to the said Allotment Letter/Lease Agreement and We, ..... Branch, Kolkata shall not be relieved from our liability by reason of any such variation or extension being granted to the lessee or for any fore-bearance, act or commission on the part of Kolkata Port Trust or any indulgence by Kolkata Port Trust to the lessee or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us,.....Branch, Kolkata.

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

SIGNATURE.....  
NAME.....  
DESIGNATION.....  
(Duly constituted attorney for and on behalf of)  
BANK.....  
BRANCH.....  
Kolkata.....

(OFFICIAL SEAL OF THE BANK)

