



श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Formerly Kolkata Port Trust

यातायात विभाग
Traffic Department
यातायात प्रबन्धक कार्यालय
Traffic Manager's Office

SYAMA PRASAD MOOKERJEE PORT KOLKATA

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
(Erstwhile Kolkata Port Trust)

ईमेल / Email : tm@kolkataporttrust.gov.in



Phone:033-7100 2020 (D)
Fax # 033- 2439 2647

M # 9434064873
40, C.G. Reach Road,
Kolkata-700 043

No.Tfc/355/Land Policy

Dated: 02.05.2024

TRADE CIRCULAR

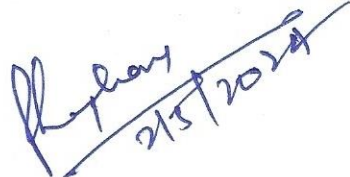
Sub: Policy for Medium Term License Allotment upto 11months inside Docks at KDS

The policy for Medium Term License Allotment upto 11(eleven) months inside Docks at KDS for storage of transit dry bulk/ break bulk cargo, as approved by Competent Authority is enclosed herewith.

All fresh allotments and renewals of Medium Term License inside Dock area for storage of cargo shall be guided by the above mentioned policy with immediate effect.

The existing policy for short term allotment of Shed/Yard space for 30 days shall continue without any modification.

Enclosed: As stated


21/5/2024
Traffic Manager

Policy for Medium Term License allotment for 11 months inside the Port

1. The Policy will cover all types of Import/Export of dry bulk and break bulk cargo and will be applicable for allotments inside the customs bonded area of Kolkata Dock System (KDS).
2. Land/Shed space allotment will be done on application of the party on First come first serve basis on compliance of all applicable formalities.
 - (a) Plots will be allotted in favor of Importers / Exporters / Stevedoring & Shore Handling Agents and Clearing & Forwarding agents (for Nepal/Bhutan/third country cargo).
 - (b) For Nepal/Bhutan/third country cargo, the plots can accommodate cargo belonging to various Importers/Exporters provided the respective Importers / Exporters authorize the C&F agents and submit an undertaking to Port enclosed as Annexure-A. The licensee of the plot must be the Clearing & Forwarding agent of the entire cargo stored therein.
3. For availing this facility, the licensee shall give a commitment of mobilizing through KDS a minimum Tonnage of cargo (hereinafter referred to as MGT) from the allotted space for the 11 months period. The minimum allotment and multiples of allotment will be 1000 sq. meters for EXIM Yard cargo and 500 sq. meters for EXIM Nepal / Bhutan cargo. For sheds, the allotment will be for the entire area available in the respective shed and MGT will be calculated proportionately. The MGT and the corresponding minimum area for allotment is as given below.

Category	Shed Allotments		Land/Plot Allotments	
	MGT (in MT) per 1,000 sq.m	Minimum Area (sq.m)	MGT (in MT)	Minimum Area(sq.m)
EXIM Cargo		As per respective Shed area.	30000	1000
Nepal/Bhutan Cargo	22000 MT		15000	500

4. The license fee for the entire 11 months' period shall be paid in advance before the allotment of the land/shed space. In addition, amount equivalent to three month's License fee (plus all taxes) must be deposited as Security Deposit. At the end of the license period if the licensee fails to fulfill the MGT, the security deposit will be forfeited. Further license will be granted subject to payment of all outstanding dues against the licensee.
5. Fresh license as renewal may be granted provided the licensee fulfills the MGT. After expiry or termination or determination or forfeiture of license, if the licensee does not vacate the premises and continue to occupy the space unauthorisedly, they shall be liable to pay compensation @ 3 times license fee plus GST for first 30 days after expiry of license period and @ 5 times license fee plus GST thereafter till clear, vacant, unencumbered possession of space is obtained by SMPK.

Terms and Conditions of Allotment

1. Subletting/underletting/parting/transfer/assignment of the license space shall not be allowed under any circumstances. The licensee shall be required to utilize the allotted land for the purpose of storage of cargo only. No change in purpose of utilization that is storage will be allowed.
2. The cargo is permitted for admittance based on the allotment to the assigned plot which shall be in the custody, risk and cost of the respective licensee.
3. The licensee should submit an undertaking indemnifying SMPK from all disputes arising out of export/import of the said consignment and including the consequences of the proceedings passed by Civil or Criminal courts in respect of the cargo prior to or after its shipment / landing. Licensee should also declare that the cargo is free from all encumbrances including attachments/injunction/decrees/orders passed by any Civil or Criminal courts or statutory authorities including Legal and Financial obligations also covering claims arising out of accidents and third party property damage.
4. The Importer /Exporter / Stevedoring & Shore Handling Agents / C&F agents have to demarcate the allotted area displaying name of the licensee. The cargo stacked remains at parties risk and responsibility and Port is not liable for any theft or shortage of cargo.
5. Licensee would be required to arrange for security personnel for safety and security of the cargo at the licensed plot at their own cost, responsibility and arrangement.
6. Non-payment of licence fee, etc. within the stipulated date will attract interest as specified in the Scale of Rates of SMPK.
7. The license shall be terminable on 7 days' written notice on either side. Neither party shall have any right of any claim on the other on account of such termination.
8. In addition to payment of license fee as per SOR, licensee shall pay all applicable statutory taxes and charges along with electricity charges.
9. If it is observed at any stage that a licensee has indulged in corrupt/fraudulent /collusive/coercive practice or has produced forged/misrepresented documents, the license of such agency shall be terminated with immediate effect and its Security Deposit shall be forfeited. Further, such agency shall be banned for future business at the Port.
10. Encroachment or unauthorized occupation of land/shed and Railway tracks, etc. by licensee shall attract a penalty at the rate of 10 times the license fee plus GST till vacation of the encroached/unauthorizedly occupied area. Additionally, the cost of rectification of damages caused to Port properties, if any due to such encroachment/unauthorized occupation will also have to be paid by the licensee.
11. If the licensee fails to remove cargo from the encroached area in spite of notice to do so, the license will be determined and the cargo may be auctioned as per rules.
12. Licensee has to bear the difference in amount of license fee if Scale of Rates is revised / indexed.

13. The licensee shall not cause any damage to Port Properties. If any damage is caused, the licensee shall be liable to make good the damages at his own cost and arrangement to the satisfaction of the Port.
14. The licensee shall agree to comply with all rules and directions issued by Port from time to time. Licensees should strictly adhere to Standard Operating Procedures on Safe handling as per Dock Safety Regulations.
15. The licensee shall have to comply with all stipulations and requisitions which may from time to time may be made by Govt. or any other statutory authority. The licensee shall obtain all statutory clearances required during the license period. Port would not take any responsibility in the matter.
16. The licensee shall not construct any building, erection or convenience on the allotted land.
17. The licensee shall follow safety norms as may be prescribed by competent authority and take all necessary measures for ensuring safety of men, materials and machines.
18. The Licensee has to take all necessary measures to cover/secure the cargo during handling and follow anti-pollution, anti-spillage and environmentally friendly measures. Failure to observe the environmental and safety norms can lead to penalties including cancellation of license. Licensee shall make arrangements to clean the road and drains falling in their jurisdiction regularly.
19. Licensee should not create any inconvenience to the Port Operations, in any form.
20. In case of any dispute with regard to the interpretation of any of the clauses in this policy, the decision of the Port shall be final and binding on the licensee.

(Company Letterhead)

Ref. No.

Date :

To
Traffic Manager
SMP Kolkata

Sub: Storage of (.....) M/Tons of (.....) inKPD/NSD Shed/Yard for Vessel (Import)/
(export) against LAN/.....

Dear Sir,

With reference to the above subject, we have appointed M/s as our Handling Agent to
handle our cargo and store the same inside Shed/Yard against LAN/.....

We understand that the cargo may be kept in comingle condition with other cargo of different
parties, importers, exporters etc. and hence we undertake that Port shall not be held responsible
for any shortage/loss of our subject mentioned cargo in quantity and/or quality.

Your kind cooperation in this regard is highly solicited.

Thanking you

Yours faithfully

For

Authorized Signatory