

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

**“ENGAGEMENT OF CONSULTANT FOR
DETAILED STUDY ON IDENTIFICATION
OF SUITABLE COMMERCIAL USE OF
VACANT AND OCCUPIED LAND AT
HALDIA DOCK COMPLEX”**

**TENDER NO. Ad/E/764/LUP/TENDER/2017
E-Tender No.: KoPT/Haldia Dock Complex/Admn. Div/1/17-18/ET/1**

March , 2017

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

Office of the Administration Division, Jawahar Tower Annexe,
P.O.: - Haldia Township, Dist.:Purba Midnapore,
PIN : 721607, West Bengal.
Ph. No. 03224 263178, 265490, 265653 FAX :03224-263152
E-mail [id:amal.haldock@gmail.com](mailto:amal.haldock@gmail.com), cchatterjee.hdc@nic.in,

NOTICE INVITING TENDER (NIT)

E-Tender under two part system (Part I: Techno-Commercial Bid & Part II: Price Bid) are invited from reputed Consultant houses/Companies/Firms etc either individually or in a Consortium with other Consultant houses/Companies/Firms etc for detail study on identification of suitable commercial use of vacant and occupied land at Haldia Dock Complex, Kolkata Port Trust through e-tender.

Tender Document and Corrigendum/ addendum/ clarifications, if any, will be hosted in the web sites of Kolkata Port Trust, Haldia Dock Complex www.kolkataporttrust.gov.in and MSTC (www.mstcecommerce.com). However, submission of Bid has to be done through MSTC website only. Tenderer should visit the websites frequently.

SCHEDULE OF TENDER (SOT):

a.	TENDER NO.	Ad/E/764/LUP/TENDER/2017
b.	MODE OF TENDER	E-tender System (Online) Part- I - Techno-Commercial Bid and Part-II - Price Bid through www.mstcecommerce.com of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Haldia Dock Complex.
c.	E-Tender No. (System Generated)	KoPT/Haldia Dock Complex/Admn. Div/1/17-18/ET/1
d.	Date of NIT available to parties to download	03.03.2017
e.	Offline Pre-Bid Meeting date & Time	20.03.2017 at 1230 hrs.
	Queries, if any, to be sent by :	17.03.2017
f.	Site inspection date and time	20.03.2017 at 1030 hrs.
g.	i) Earnest Money Deposit	The intending bidders should submit Earnest Money of INR 2,00,000/- (Rupees Two Lakhs only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.

		<p>The bidders are advised to deposit Earnest Money using the <u>Axis Bank Payment Gateway only</u>. No other method of payment of EM shall be accepted.</p> <p>The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com→ e-Procurement →Psu / Govt depts→Kolkata Port Trust) itself under the icon: “ <u>HDC EMD/Tender Fee Payment</u>” . Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (https://easypay.axisbank.co.in→ Others→Haldia Dock Complex)</p> <p>For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e- tender number of the tender for which the payment is to be made).</p> <p>The method of use of the gateway is indicted in <u>Annexure-A</u> with the tender.</p> <p>Tenderers should deposit Earnest Money before filling and submission of bids.</p> <p>Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor : b) E- Tender No. : KoPT/Haldia Dock Complex/Admn. Div/1/17-18/ET/1 c) Amount remitted : d) Remittance Bank Details: e) URN No.: f) Date of payment:</p>
	<p>ii) Tender/Bid Document Cost</p>	<p>The intending bidders should submit Bid Document Fee of INR 2,000/- (Rupees Two Thousand only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.</p> <p>The bidders are advised to deposit Bid Document Fee</p>

		<p>using the <u>Axis Bank Payment Gateway only</u>. No other method of payment of Bid Document Fee shall be accepted.</p> <p>The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com → e-Procurement → Psu / Govt depts → Kolkata Port Trust) under the icon: “<u>HDC EMD/Tender Fee Payment</u>”. Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (https://easypay.axisbank.co.in → Others → Haldia Dock Complex)</p> <p>For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e- tender number of the tender for which the payment is to be made).</p> <p>The method of use of the gateway is indicted in <u>Annexure-A</u> with the tender.</p> <p>Tenderers should deposit Earnest Money before filling and submission of bids.</p> <p>Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor : b) E- Tender No. : KoPT/Haldia Dock Complex/Admn. Div/1/17-18/ET/1 c) Amount remitted : d) Remittance Bank Details: e) URN No.: f) Date of payment:</p>
h.	Last date of submission of EMD & Bid Document fee at HDC.	10.04.2017 upto 1330 Hrs.
	Transaction Fee	INR 5750/- (Rupees Five Thousand Seven Hundred Fifty only) Including Service Tax & other charges @ 15 % on Service Charge towards Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of “Important

		instructions to the Bidder for E-procurement”)
i.	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com	05.04.2017 from 10.00 hrs.
j.	Date of closing of online e-tender for ‘ submission of Techno-Commercial Bid & Price Bid.	10.04.2017 at 1430 Hrs.
k.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date of opening of Part II i.e. Price Bid shall be informed separately	10.04.2017 after 1600 Hrs.

**PROCEDURE OF PAYMENT OF EARNEST MONEY AND BID DOCUMENT FEE OF
TENDERS OF HALDIA DOCK COMPLEX
THROUGH AXIS BANK GATEWAY**

1. The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (*www.mstcecommerce.com* → *e-Procurement* → *Psu / Govt depts* → *Kolkata Port Trust*) under the icon: “ **HDC EMD/Tender Fee Payment**” . Clicking this icon will take the bidders to the Axis bank gateway.

Alternatively, the Bidders can also access the gateway by from Axis bank easypay website site (<https://easypay.axisbank.co.in> → Others → Haldia Dock Complex)

2. The Bidder will be required to mention the **Bidder's ID** (The ID used by the Bidder for logging in the MSTC Website) and **Bid Id** (E-tender Number of the Tender against which the Bidders intend to submit Bid) and then Click ‘**VALIDATE**’.

3. A webpage will populate where the Bidder will be required to select: **Earnest Money** Or **Bid Document Fee**, then indicate his Mobile Number and the CAPTHA displayed in the webpage.

4. Depending on the selection, another webpage will come up.

5. In case of selection of Earnest Money, The bidder will be required to select the option of **With or Without Bank Guarantee**. In case of Bids, where there is no option to pay through BG, the Bidders should select the option ‘**Without**’.

In case of any tender, where there is an option to pay a part of EM through Bank Guarantee and the Bidders wants to avail that option, the bidder should select ‘With’.

6. The Bidder will be required to mention their Bank Account Number, IFSC Code of his Bank, and the Name of the Account, insert the Captha mentioned in the web page and then ‘**SUBMIT**’. In case of Bid Document Fee payment, Bank Account Number would not be required.

An URN Number will be generated. Bidders may keep note of this URN Number for all future reference.

7. Another webpage will come up and the Bidder will have the option to select payment methods from – (i) Internet Banking and (ii) NEFT/RTGS after agreeing with the terms and conditions by clicking the dialogue box appearing in the webpage.

8. In case of selection of Internet Banking, the bidder will be required to select any Bank of their choice and depending on the selection the bidder will then be guided to the webpage of the respective Bank. After validating the payment in the respective bank, the system will return to the Axis Bank Payment gateway.

9. In case of selection of RTGS/NEFT, the webpage will generate a payment advice.

The Bank Account Number, IFSC Code of the Bank, Name of the payee i.e Haldia Dock Complex and the amount to be paid will be indicated in the said payment advice. The Bidders will also get an SMS and Email detailing the same.

The Bidder will be required to mention the same correctly in the Bank challan which is required to be filled up for payment by RTGS/NEFT in the bank from where they intend to make the payment.

The Bidders should note that Bank A/C number of HDC mentioned in the Payment advice will change for each and every transaction and hence for each and every payment the entire process from the beginning will have to be followed for generation of a URN Number.

10. For payment of Bid Document fee, identical process is to be followed.

11. The Bidders will be able to know the status of their payment by using the 'Enquire URN' facility by mentioning the URN Number in the Axis Bank login page. Until such time the payment is credited to HDC's A/C the system will show the status as 'Pending'.

12. The Bidders should note that until such time the status remains 'Pending', the payment is not made to HDC and mere generation of URN Number will not signify payment of EM or Bid Document Fee. Hence, if the status remains 'Pending' after some time of submitting the RTGS/NEFT payment request at their Bank, then the bidder should contact their Bank to enquire about the status of RTGS/NEFT request.

13. In case of any problem relating to use of the payment gateway the bidder should contact the tender inviting authorities whose phone number and email address is mentioned in the e-tender.

Important instructions for E-Tender

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

You are requested to read the terms & conditions under General Information to the Tenderer and General Instruction to the Tenderer and also Evaluation Criteria of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1.	<p>Process of E-tender :</p> <p>A) Registration: The process involves registration of Tenderer with MSTC e-tender portal which is free of cost. Only after registration, the Tenderer(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Tenderer should possess Class III signing type digital certificate. Tenderers are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE TECHNO-COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/kopt</p> <p>1). Tenderer are required to register themselves online with www.mstcecommerce.com→ e-Procurement →Psu / Govt depts→Register as Tenderer Filling up details and creating own user id and password→ Submit.</p> <p>2). Tenderer will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>Tenderers are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem.</p> <p>In case of any clarification, please contact HDC/MSTC, (before the scheduled time of the e-tender).</p> <p>Contact person (Haldia Dock Complex):</p> <table style="width: 100%; border: none;"><tr><td style="width: 50%; vertical-align: top;"><p>1. Mr. A.K. Dutta General Manager (M&S) Haldia Dock Complex Ph. No. 03224 263171 Mb. No. 94340 63171 E-mail: amal.haldock@gmail.com</p></td><td style="width: 50%; vertical-align: top;"><p>2. Mr. C. Chatterjee Sr. Dy. Manager (Admn.) Haldia Dock Complex Ph. No. 03224 265490 Mb. No.94340 83699 E-mail: cchatterjee.hdc@nic.in</p></td></tr></table> <p>Contact person (MSTC Ltd):</p> <table style="width: 100%; border: none;"><tr><td style="width: 50%; vertical-align: top;"><p>1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) Haldia Dock Complex</p></td><td style="width: 50%; vertical-align: top;"><p>2. Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407</p></td></tr></table>	<p>1. Mr. A.K. Dutta General Manager (M&S) Haldia Dock Complex Ph. No. 03224 263171 Mb. No. 94340 63171 E-mail: amal.haldock@gmail.com</p>	<p>2. Mr. C. Chatterjee Sr. Dy. Manager (Admn.) Haldia Dock Complex Ph. No. 03224 265490 Mb. No.94340 83699 E-mail: cchatterjee.hdc@nic.in</p>	<p>1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) Haldia Dock Complex</p>	<p>2. Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407</p>
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<p>1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) Haldia Dock Complex</p>	<p>2. Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407</p>				

	<p>MobileNo:09330102643 Email: smukherjee@mstcindia.co.in Landline:03322901004 Email-arindam@mstcindia.co.in</p> <p>B) System Requirement: i) Windows 98 / XP-SP3 & above/Windows 7 Operating System / Windows 8 ii) IE-7 and above Internet browser. iv) Signing type digital signature v) JRE 7 update 9 and above software to be downloaded and installed in the system. To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level</p>
2.	<p>(A) Part I Techno-Commercial Bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p>
3.	All entries in the tender should be entered in online Techno-commercial Bid and Price Bid without any ambiguity.
4.	<p>Special Note towards Transaction fee: PAYMENT OF Transaction fee BY RTGS in favour of MSTC Limited .The Bank details, format etc for sending Transaction fee by RTGS to MSTC is detailed below</p> <p>Bank Details : Axis Bank ,Shakespeare Sarani Branch</p> <p>Account Details : Axis Bank A/c.No.005010200057840</p> <p>IFSC Code No. : UTIB0000005.</p> <p>"The Tenderers shall enter the transaction fee details by using the "Transaction Fee Entry" Link under "My Menu" in the vendor login. The tenderer have to select the particular tender in which they want to participate against the transaction fee by clicking on the tick box at the right and then Clicking on the "Submit" Button at the bottom of the page. Then the page appears where the tenderers are required to fill up the transaction details, namely the UTR No, Date of Transaction, and the Remitting Bank in the given fields and then click on the "Confirm" Button".</p> <p>NOTE : The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Contact Details :</p> <p>Fax No. : 033- 22831002</p> <p>Email ids: sanjibpoddar@mstcindia.co.in, arindam@mstcindia.co.in, rpradhan@mstcindia.co.in, smukherjee@mstcindia.co.in.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is non-refundable.</p> <p>In case of failure to access the payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	In case of failure to access the payment towards cost of tender document & EMD for any reason, the tenderer, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and HDC will not be responsible for any such lapses on this account.

	Bidder(s) are advised to make remittance of tender fee and EMD through ECS (RTGS/NEFT) well in advance and verify completion of transaction in respect of tender fee and EMD tenderers are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB. Once documents are uploaded in the library, tenderers can attach documents through Attach Document link against the particular tender. For further assistance please follow instructions of Vendor Guide.
6	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by HDC. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of tenderer with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
7	(i) Note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.
	(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprochome/kopt of MSTC Ltd.
8	E-tender cannot be accessed after the due date and time mentioned in NIT.
9	Bidding in e-tender:
a	Bidder(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by HDC. Bank details i.e. name of bank and & address, Current a/c no, IFS Code to be mentioned by the tenderer for refund.
b	The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
c	The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → Psu/Govt depts → Login → My menu → Auction Floor Manager → live event → Selection of the live event → Techno Commercial Bid.
d	The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.
e	After filling the Techno-Commercial Bid, 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 filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid

	<p>NOTE: - (a) A bid can be edited any number of times and documents can be uploaded before the final submission of bid (i.e before clicking on Sign & Encrypt). Once the bid has been submitted by clicking on Final Submission, no further editing of bid or uploading of documents is possible.</p> <p>(b) A bid can be submitted upto the scheduled closing time of the event. 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 in advance.</p> <p>(c) A bid can be withdrawn or deleted prior to the closing time of the event. However in case of withdrawal of bid, no fresh bid can be submitted. On the other hand if a bidder wishes to edit his bid after final submission he may do so by clicking the "Delete Bid" button and re-submit his bid.</p>
a	In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
b	During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
c	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
d	All electronic bids submitted during the e-tender process shall be legally binding on the bidder.
e	It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
f	HDC/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.
g	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 acceptance of terms & conditions for the tender.
h	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.
10	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
13.	HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
14.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/kopt of MSTC Ltd.
15.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
16.	The bid will be evaluated based on the filled-in Techno-commercial Bid and Price Bid.

17.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of motor cab/ maxi cabs/ maxi cabs can also be taken against defaulting bidders.
18.	Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.

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PART – I : TECHNO-COMMERCIAL BID

GENERAL INFORMATION & INSTRUCTIONS TO THE TENDERERS AND OTHER PROVISIONS

A. GENERAL INFORMATION TO THE TENDERERS:

I. GENERAL :

- i) Tenderers shall not alter / change / delete / modify any clause of the tender document downloaded from the website. In case of downloaded tender document, if any change (in words, specification etc.) is detected in the submitted tender document, the same will be summarily rejected outright.
- ii) Mere issue of the tender document will not mean that the tenderer will automatically be considered qualified and their bids would be entertained. Qualification and eligibility will be examined and reviewed at the time of evaluation of bids.
- iii) Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.
- iv) Trustees reserve the right to reject or to accept the tender in whole or in part without assigning any reason whatsoever thereof.
- vii) Tenderers shall submit the Tender as stipulated in the “ Instructions to Tenderers “ of this tender document and as per instructions contained elsewhere in this tender document.
- ix) Any Notice / Addendum / Corrigendum / Modification to the bid document will be notified through KoPT / HDC website(s) and also in the website of MSTC (www.mstcecommerce.com).
- xiii) HDC, KoPT reserves the right to verify all statements, information and documents submitted by the tenderer. Any such verification or lack of such verification by HDC, KoPT to undertake such verification shall not relieve the tenderer of its obligations or liabilities under this tender nor will it affect any rights of HDC, KoPT under this tender.
- xiv) In case it is found during scrutiny and/ or evaluation or at any time before signing of the Agreement or commencement of the contract, that one or more of the eligibility conditions have not been met by the tenderer or the tenderer has made material misrepresentation or has given any materially incorrect or false information, the tenderer shall be disqualified forthwith and in such event HDC, KoPT shall forfeit and appropriate the Earnest Money Deposit, without prejudice to any other right or remedy that may be available to HDC, KoPT.
- xv) In case it is found after issuance of order or signing of the Agreement or commencement of the contract, that one or more of the eligibility conditions have not been met by the tenderer or the tenderer has made material misrepresentation or has given any materially incorrect or false information, the order / agreement / contract, shall be forthwith

terminated and in such event HDC, KoPT shall forfeit and appropriate the Security Deposit, without prejudice to any other right or remedy that may be available to HDC, KoPT.

II. ELIGIBILITY CRITERIA FOR TENDERERS:

(A) TECHNICAL CAPACITY: -

A tenderer may participate as a ‘Sole Firm’ or as ‘Lead Member’ of a consortium of firms. Hence, the term ‘Tenderer’ means either a Sole Firm or Lead Member (of consortium of firms).

The tenderers must possess the following minimum Technical capacity as under:

Minimum Technical capacity for qualification	Minimum number of eligible assignment in India or abroad during the period of last 7 years preceding the date of opening of Techno-Commercial bid.
Must have experience of undertaking eligible assignments in Govt. / Semi-Govt. / PSUs / reputed private organizations.	1 (one) Eligible Assignment for a minimum consultancy fee of Rs.80 lakhs.

Note for Assignments to qualify as an Eligible assignment.

1) The term “Eligible Assignment” means-

- (i) Preparation of Land Use Plan / Master Plan / Town Plan/Urban Development Plan.
- (ii) Preparation of Concept Plan of Multimodal Logistic Park/ SEZ/ Industrial Park / Smart City/Real estate.

2) An eligible assignment even if not been completed in totality shall be considered as eligible assignment, subject to furnishing proof of executed value of the work as per the format given at Appendix-V (B) from the beneficiary to the effect, that the bidder has undertaken part of the assignment and has been paid consulting fee of at least Rs. 80 lakhs (Rupees Eighty lakhs).

(B) FINANCIAL CAPACITY: -

The average Annual Financial Turnover of the tenderer during the last 3 (three) financial years shall be not less than Rs. 30 lakhs (Rupees Thirty Lakhs only).

Note: - In case of a consortium, the combined technical capacity and financial capacity of each members of the consortium taken together should satisfy the eligibility criteria as defined above.

Besides, an individual tenderer (Sole Firm) cannot at the same time be member of any consortium participating in the tender. Further, a member of a particular consortium cannot

be member of any other consortium participating in the tender. The members of the consortium shall be jointly and severally responsible for undertaking the job and they will continue to be a part of the consortium till the final Report is submitted and accepted by KoPT. The payment will be released to the Lead Member in case the successful tenderer is a consortium of firms. The consortium of firms shall appoint the Lead Member and a **Power of Attorney** shall be given in favour of the said Lead Member as per format given at “Annexure- XIV”.

III. PROFESSIONAL EXPERIENCE & EDUCATIONAL QUALIFICATION OF KEY PERSONNEL :-

SL. No.	Key Resource person	Eligibility conditions
1	Team leader	<ul style="list-style-type: none"> ➤ Graduate in Civil Engineering / Architecture/ Town Planning. ➤ Should have minimum 10 years of professional experience in the area of consultancy/ project management. ➤ Should have worked as a team leader in a consultancy assignment or a Project Coordinator in one project management assignment in at least one eligible assignments during a period of last 5 years ending on the date of submission of the bids.
2	Infrastructure Planning Expert	<ul style="list-style-type: none"> ➤ Graduate in Civil Engineering / Architecture / Town Planning. ➤ Should have minimum 5 years of professional experience in infrastructure planning and development. ➤ Should have been associated (in consultancy / project management) in at least One assignment of infrastructure planning in respect of any of the eligible assignments during a period of last 5 years ending on the date of submission of the bids.
3	Marketing Expert	<ul style="list-style-type: none"> ➤ Post Graduate degree in Business Administration from a reputed and recognized university / institution with specialization in Marketing/Business Development/ property Management/ Real Estate Management . ➤ Should have minimum of 5 years of professional experience in Marketing of Real Estate / Industrial parks/ logistics parks/ SEZ etc. ➤ Should have been associated in consultancy/ project management as a marketing expert in respect of any of the eligible assignments during a period of last 5 years ending on the date of submission of the bids.

4	Financial Expert	<ul style="list-style-type: none"> ➤ Chartered Accountancy or MBA (Finance). ➤ Minimum 5 years of professional experience in the relevant field. ➤ Should have been associated as Financial Expert (in consultancy / project management) in at least 1 (one) assignment in respect of any of the eligible assignments during a period of last 5 years ending on the date of submission of the bids.
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IV. PRE-BID MEETING

- (a) A pre-bid meeting will be held at the office of Sr. Dy. Manager (Administration) at Jawahar Tower Complex, Haldia Township on 20.03.2017 at 12.30 hrs. Attending the Pre- Bid Meeting is not mandatory.
- (b) Tenderers requiring any clarification with regard to interpretation or of ambiguities as to the meanings, conditions or instructions contained in the tender document or requiring any details may send their queries/ requisitions to General Manager (M&S) in writing or may send through e-mail to amal.haldock@gmail.com, cchatterjee.hdc@nic.in, before the concerned date mentioned in the Schedule of Tender (SOT) given in this tender document. HDC, KoPT shall discuss all the queries in the pre-bid meeting and furnish replies and other details on its official website(s) and copies thereof will be circulated to all tenderers who have purchased the tender and participated in the pre-bid meeting.
- (c) Clarification regarding technicality of downloading and submission of Bid for e-tendering, queries to be sent to e-mail of MSTC (www.mstcecommerce.com).
- (d) HDC, KoPT reserves the right not to respond to any queries or provide any clarifications, in its sole discretion and nothing in Clause IV (d) or elsewhere in this tender document shall be construed as obliging HDC, KoPT to respond to any query or provide any clarification.
- (e) Tenderers are encouraged to submit their tenders after visiting the issuing office [in this case, the office of Sr.Dy.Manager (Administration)/ concerned departments of HDC, KoPT as per direction of the issuing office and ascertaining for themselves the availability of documents and other data with HDC, KoPT, applicable laws and regulations or any other matter considered relevant by them.
- (f) It shall be deemed that by submitting the tender, the tenderer has
- i) made a complete and careful examination of the tender document
 - ii) received all relevant information that could be provided by HDC, KoPT
 - iii) accepted the risk of inadequacy, error or mistake in the information provided in the tender document or furnished by or on behalf of HDC, KoPT or relating to any of the matters referred to in Clause IV (e) & (f)(i)(ii) above.

- iv) satisfied itself about all matters, things and information, including matters referred to in Clause IV (e) & (f)(i)(ii) above, necessary and required for submitting an informed Bid and performance of all its obligations under the tender
- v) agreed to be bound by the undertakings provided by it under and in terms hereof.

V. INSPECTION OF SITE:

An inspection of the site will be arranged at 1030 Hrs on 20.03.2017 if required, before the Pre-Bid Meeting. Interested tenderers may participate in the site inspection, if they so desire.

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

VI. TENDER DOCUMENT COST:

Tender Document has been hosted in the web sites of Kolkata Port Trust, Haldia Dock Complex (www.kolkataporttrust.gov.in) and MSTC (www.mstcecommerce.com). Interested tenderers may download the tender document from the said web sites. For participation in the tender, MSTC website may only be used. The intending bidder should submit the cost of tender documents amounting to **Rs. 2000/- (Rupees Two Thousand only)** (non-refundable) through Axis Bank Gateway as detailed in Annexure-A under **SCHEDULE OF TENDER (SOT)**. Bid submitted without requisite Cost of Tender documents will be liable for rejection.

VII. EARNEST MONEY

- (a) An Earnest Money of **Rs. 2,00,000/- (Rupees Two Lakhs only)** shall have to be submitted through Axis Bank Gateway as detailed in Annexure-A under **SCHEDULE OF TENDER (SOT)**. Bid submitted without requisite Earnest Money will be liable for rejection.
- (b) Unsuccessful tenderers who have submitted bonafide bids will be refunded the amount of Earnest Money (but without any interest thereon) after the award of the contract to the successful tenderer.
- (c) The Earnest Money of the successful tenderer shall be refunded (but without any interest thereon) only after submission of Security Deposit or will be adjusted against the Security Deposit payable .

VIII. FORFEITURE OF EARNEST MONEY:

Earnest Money is liable to forfeiture if

- a) a non-responsive Bid has been submitted
- b) it is found during scrutiny and/ or evaluation or at any time before signing of the Agreement or commencement of the work, that one or more of the eligibility conditions have not been met by the tenderer or the tenderer has made material misrepresentation or has given any materially incorrect or false information or has submitted forged documents
- c) if the tenderer withdraws its Bid during the interval between the specified date and time of submission of the tender or any extension thereof and expiration of the validity period of the tender including extension thereof.
- d) if the tenderer unilaterally modifies its Bid during the interval between the specified date and time of submission of the tender or any extension thereof and expiration of the validity period of the tender including extension thereof.
- e) if the selected tenderer fails to reconfirm its commitments during negotiations as at Clause V under B: "Instructions to Tenderers".
- f) if the selected tenderer fails to communicate to Sr. Dy. Manager (Administration), HDC his letter of acceptance of the award or fails to sign the agreement within such timeframes as specified in this tender document (in case of the latter, if the Security Deposit is not submitted, EMD will be forfeited. If Security Deposit has been submitted, the same will be forfeited) .

IX. BID DUE DATE (DATE OF SUBMISSION AND OPENING):-

- (a) The tender should be submitted to MSTC Ltd. (www.mstcecommerce.com), within the date and time as stipulated in the SCHEDULE OF TENDER (SOT), after which time and date, no offer shall be accepted.
- (b) HDC, KoPT at its sole discretion may extend the Due Date of opening and / or submission uniformly for all tenderers by issuing an Addendum / Extension Notice, if any.

X. MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS:-

- (a) The tenderer may modify / substitute / withdraw its bid after submission, before the stipulated due date and time of submission of bids or any extension thereof through MSTC website only.
- (b) Any alteration / modification in the Bid or additional information or material supplied subsequent to the Due Date and time of submission of tender or any extension thereof, or unless the same is expressly sought for by HDC, KoPT, shall be disregarded.

(c) Except as specifically provided in this tender document or unless expressly and in writing asked for by HDC, KoPT no supplementary material / document submission will be entertained by HDC, KoPT after the stipulated date and time of submission of bids mentioned in this tender document, and evaluation will be carried out only on the basis of materials/ documents received within the stipulated date and time of submission. Unsolicited material, if submitted, will be summarily rejected.

(c) The Earnest Money shall be forfeited if the tenderer withdraws its Bid during the interval between the specified date and time of submission of the tender or any extension thereof and expiration of the validity period of the tender including extension thereof.

XI. OPENING OF BIDS:-

(a) **The Part – I : 'Techno-Commercial Bid'** of the tender shall be opened electronically on the date specified in the SCHEDULE OF TENDER (SOT) or in any Addendum / Extension Notice, if any. Tenders submitted without cost of Tender Document and stipulated Earnest Money Deposit will be summarily rejected.

(b) **The Part – II : 'Price Bid'** of only qualified tenderers will be opened at a later date with due intimation of date & time to such tenderers.

XII. VALIDITY OF TENDER:

(a) The tender shall remain valid for acceptance for a period of 120 days from the date of opening of PART-I (Techno Commercial Bid).

(b) Prior to expiry of the original tender validity period as stated at Clause XII (a) above, on request from HDC, KoPT tenderers may be required to extend the validity period for a specified additional period.

XIII. FRAUD & CORRUPT PRACTICES:

(a) Any attempt to exercise undue influence in the matter of acceptance of Bids is strictly prohibited and any tenderer who resorts to this will render his bid liable to rejection.

(b) HDC, KoPT will reject a proposal for award if it determines that the selected tenderer recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question or the Government has declared the selected tenderer ineligible, either indefinitely or for a stated period of time, to be awarded a Government contract.

XIV. MISCELLANEOUS:

(a) The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Kolkata shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

(b) HDC, KoPT, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (i) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (ii) consult with any tenderer in order to receive clarification or further information;
- (iii) retain any information and/or evidence submitted to HDC, KoPT by, on behalf of and/or in relation to any tenderer; and/or
- (iv) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any tenderer.

(c) It shall be deemed that by submitting the tender, the tenderer agrees and releases HDC, KoPT, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

(d) All documents and other information supplied by HDC, KoPT or submitted by tenderer shall remain or become, as the case may be, the property of HDC, KoPT. HDC, KoPT will not return any submissions made hereunder. Tenderers are required to treat all such documents and information as strictly confidential.

(e) HDC, KoPT reserves the right to make inquiries with any of the clients listed by the tenderers or the proposed key personnel(s) in their previous experience record.

B. INSTRUCTIONS TO TENDERERS: -

I. GENERAL INSTRUCTIONS:-

(a) HDC, KoPT will not be responsible for any cost or expense incurred by the tenderer in connection with the preparation and submission of tender or for any other expenses incurred in connection with such bidding.

(b) The work to be done is described in the Tender Document [as defined in the “**Scope of Work**” at Article-A under “**Terms of Reference (TOR)**”].

II. INTERPRETATION & CLARIFICATION OF DOCUMENTS

(a) The tender documents are drawn up in English and quotations and other documents that are to be filled in by the tenderer shall also be in English. The language to which the documents are to be interpreted shall be English and the interpretation of the accepting authority shall be final and binding on the tenderers.

(b) In case a tenderer submits any document in a language other than English, it would be the responsibility of the tenderer concerned to provide at his cost and expenses and to the satisfaction and as per instructions and conditionalities imposed by HDC, KoPT an accurate translation of the document in English. HDC, KoPT reserves the right to specify instructions and conditionalities at its sole discretion, if such a situation arises. Such instructions and conditionalities imposed by HDC, KoPT shall be final and binding on the tenderer concerned.

(c) For the purposes of this tender, Rs. “X” per US \$ shall be considered where “X” is the applicable currency conversion rate as on the date 7 days prior to the stipulated Date of opening of **PART- I**. In case of any other currency, the same shall first be converted to US \$ as on the date 7 days prior to the stipulated Date of opening of **PART- I** and the amount so derived in US \$ shall be converted into INR at the aforesaid rate (“X”). The conversion rate of currencies shall be the daily representative exchange rates published by the Reserve Bank of India in its website for the relevant date.

(d) All dimensions shall be in metric system.

(e) Addenda, Corrigenda and Circular Letters thus issued (if any) shall form part of the relevant tender documents.

(f) The various documents comprising the full set of tender documents are complementary to one another and are to be taken as parts of a complete tender and mutually explanatory. These are subject to the relevant provisions of the General Conditions of Contract and to the following condition.

(g) If the stipulations in the various tender documents be found to be at variance in any respect one will override others (but only to the extent as these are at variance) in the order of precedence as given in the list below, i.e. any particular item in the list will take precedence over all those placed lower down thereto in the list.

- Letter of Award of Contract.
- Schedule of Prices.
- Terms of Reference
- Instructions to Bidders and other provisions specified in this Tender Document
- General Conditions of Contract.

III. PREPARATION AND SUBMISSION PROCEDURE OF TENDER:-

(a) Submission of Bid:-

PART- I: (TECHNO-COMMERCIAL BID) should submitted the following:-

- (i) Tenderer(s) are required to submit a Power of Attorney as per the format enclosed at **Appendix-I**, authorizing a signatory of the tenderer to commit the tenderer to the terms and conditions of the tender, failing which the offer is liable to be rejected. In addition, a “Statement of Legal capacity” shall also have to be submitted by the tenderer as per the format enclosed at **Appendix-II**
- (ii) Tenderer(s) are required to submit a Covering Letter to their Techno-Commercial Bid as per the format enclosed at **Appendix-III**

- (iii) Tenderer(s) are required to submit Profile of the Tenderer as per the format enclosed at **Appendix-IV**. If the answers to SL. No. 4 (a) to (d) of **Appendix – IV** is “Yes”, the tenderer is not eligible for this particular tender.
- (iv) A statement in tabular form as per **Appendix V (A)** providing information on the eligible assignments undertaken over the past 7 years preceding the date of opening of PART-I vis-à-vis respective order values and type of work. In addition, certificate from Beneficiary/Client for executed works of the eligible assignments as per format **Appendix V (B)**.
- (v) A statement in tabular form as per **Appendix VI** indicating Average Annual Financial Turnover for the last three completed financial years (2015-16, 2014-15, 2013-14) based on audited Annual Accounts supported by a Certificate from a Statutory Auditor / Chartered Accountant.
- (vi) A statement in tabular form as per **Appendix VII** indicating particulars of key personnel committed for the work to be undertaken under this tender, alongwith their educational qualifications, professional experience, number of eligible assignments and other assignments undertaken. A statement as per **Appendix-VIII** of respective eligible assignments undertaken in tabular form for each key personnel will also have to be provided, which is to be signed and dated in blue ink by the respective key personnel and countersigned by the tenderer.

While submitting these statements about assignments executed by Key Personnels, the tenderer shall ensure the following :

- a) Key personnel have been proposed only if they meet the eligibility conditions stipulated in this tender document.
- b) Declaration from the each Key personnel concern mentioned at Appendix-VII as per the format **Appendix-IX**.
- c) CVs as per **Appendix -X** of each and all key personnel proposed have been included
- d) Different key personnel are provided for different positions, i.e to say that a particular key personnel proposed for a particular position is not proposed for another position.
- e) No alternative proposal for any key personnel is being made and only one CV for each position has been furnished.
- f) The CVs have been recently signed and dated in blue ink by the respective key personnel and countersigned by the tenderer.
- g) The CVs shall contain an undertaking from the respective key personnel about his/her availability for the duration of the work as specified in this tender document.

- h) No key personnel should have attained the age of 75 years on the date of opening of **PART-I** of this tender.
- (vii) Certified Copy of valid document of up-to-date payment of Professional Tax of Tenderer and his employees.
- (viii) Certified Copy of PAN & TAN.
- (ix) Details as per **Appendix XI** in respect of proposed approach and methodology.
- (x) Pages related to the “**Schedule of Price**” in **blank condition** signed in blue ink by authorized signatory and bearing seal of the tenderer is to be submitted in token of the same having been read, understood and accepted by the tenderer and a Covering letter for the Financial Bid as per **Appendix - XII**.
- (xi) Certified copy of ‘Provident Fund Registration Certificate’ OR an Affidavit affirmed before a First Class Judicial Magistrate as per the Format given in **Appendix-XVII** (in case the Tenderer is not covered under Provident Fund Act or exempted from it)
- (xii) Certified copy of valid Service Tax Registration No. / Code No.
- (xiii) Certified copy of Trade License, Certificate of Incorporation, Memorandum & Article of Association of the Tenderer whichever applicable .
- (xiv) Copies of the audited Annual Accounts for the last three financial years.
- (xv) Certified copy of ‘Employees State Insurance (ESI) Registration Certificate’ or an Affidavit affirmed before a First Class Judicial Magistrate as per the Format given in **Appendix-XVIII** (in case the Tenderer is not covered under ESI Act or exempted from it).
- (xvi) Other document(s), which is/are required as per this tender and/or the Tenderer desires to submit (duly signed with seal).

Notes :-

In this regard, it is mandatory to mention details in respect of each of the personnel indicated at SL. No. 1 to 4 of Clause-III under Section-A : **Professional experience & educational qualification of key personnel**, under the “Eligibility criteria for tenderers”, but the tenderer can additionally furnish relevant details, declarations & CV of other personnel (using Appendices VII, VIII, IX & X) whom he considers necessary for execution of the work under this tender. However, details of such other personnel apart from those mentioned at SL. No. 1 to 4 of Clause-III under Section-A : **Professional experience & educational qualification of key personnel**, under the “Eligibility criteria for tenderers”, shall not be accounted for in the Evaluation.

If an / any individual key personnel (or other personnel) makes a false averment regarding his/her qualification, experience or any other particulars, he/she shall be liable to be debarred for any future assignment of HDC, KoPT for a period of three years. The bid of the particular tenderer may also be liable to cancellation in such an event.

(b) Number Of Bids To Be Submitted:-

Each tenderer shall submit only 1 (one) Bid in response to this tender. Any entity, which submits or participates in more than one Bid will be disqualified.

(c) Right To Accept Or Reject Bid:-

Notwithstanding anything contained in the Tender Document, HDC, KoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without assigning any reasons, without any liability or any obligation for such acceptance, rejection or annulment.

(d) Amendment of Tender Document:-

(i) At any time prior to the stipulated deadline for submission of the tender, HDC, KoPT may, for any reason, whether at its own initiative or in response to clarifications requested by tenderer(s), modify the Tender Document by the issuance of Amendment(s).

(ii) Any amendments thus issued will be hosted on the website(s) mentioned in this tender document prior to the date specified for submission of the tender. All the tenderers who have downloaded/purchased the Tender Document shall verify if any such amendment / modifications have been issued before submitting their tender and shall take cognizance of and include such amendment(s) in their submission.

(e) Format of Bid:-

(i) Tenderers shall provide all the information as per this Tender Document and strictly in the specified formats. HDC, KoPT would evaluate only those proposals that are received in the specified forms and complete in all respects.

(ii) The signatory of the tenderer holding the Power of Attorney (explained later in this tender document) shall initial each page in blue ink with seal of the tenderer. All / any alteration, omission, additions made in any page shall also be initialed by him.

Notes :-

i) The bids will be based on lump-sum contract with the total lump sum charges/fees (in INR) to be paid by HDC, KoPT for the services / assignment under this tender.

- ii) The total Basic Bid shall include remuneration for all personnel (expatriate and resident, in the field, office, etc.), accommodation, incidentals, overheads, software and IT supports, traveling expenses, printing and binding of reports, cost of drawings, design reports, expenditure related to presentations to be made during the selection process and / or execution of the assignment, sundries and all other expenditure for execution of this services and all taxes, excepting Service Tax, which is to be mentioned separately. If there is any change in Service tax percentage, the actual prevailing rate at the time of payment will prevail.
- iv) The total amount would be the sum total of the Basic Price and Service Tax. The total amount indicated in the Financial Bid shall be without any condition attached or subject to any assumption, and shall be final and binding. No counter conditions/deviations should be included in financial proposal. In case any assumption or condition / deviation is indicated in the Financial Bid, it shall be considered non-responsive and liable for rejection.
- v) The lump sum fees will be paid in stages as mentioned in **Section B** of **TOR**.
- vi) Income Tax, and any other tax as per statutory provisions of Govt. of India and Govt. of West Bengal shall be deducted by HDC, KoPT from the invoice. HDC, KoPT will issue necessary Tax Deduction at Source (TDS) certificate.

IV. EVALUATION PROCESS:-

- (a) The submitted tenders shall be opened on the specified date and time of opening as per procedure detailed at SCHEDULE OF TENDER (SOT).
- (b) Prior to evaluation of Bids, HDC, KoPT will determine whether each of the Bids is responsive to the requirements of this tender document.
- (c) A Bid shall be considered responsive only if :
 - ii) is accompanied by the required covering letter.
 - iv) is accompanied by the required Power of Attorney(s), executed as per applicable laws.
 - v) contains all the pages of the tender document duly signed as stipulated in the tender document
 - vi) contains all the documents, information, certificates etc as requested in the tender document.
 - vii) contains information/details in Formats as specified in this tender document.
 - viii) does not show inconsistencies between the details submitted in the tender and the supporting documents.

- ix) has not proposed any deviation in the tender as compared to the terms & conditions, scope of work etc. as detailed in the tender document together with subsequent modifications(s) / amendment(s) thereof made through issuance of addenda, if any.
 - x) does not have any other inconsistency(ies) in the tender submitted by the tenderer.
- (e) HDC, KoPT reserves the right to reject any tender which is non responsive. The Earnest Money Deposit of a non-responsive Bid/Tender shall be forfeited.
- (f) To assist in the process of evaluation of Tender, HDC, KoPT may, at its sole discretion, ask any tenderer to provide additional documents / details, seek clarifications in writing from any tenderer regarding its tender. The request for providing such additional details / documents and / or clarification and the response shall be in writing through post or by facsimile.
- (g) If a tenderer does not provide clarifications / information / details sought under Clause IV (f) above within the specified time, its tender shall be liable to be rejected, at the sole discretion of HDC, KoPT. In case the tender is not rejected, HDC, KoPT may proceed to evaluate the Tender by construing the particulars requiring clarification to the best of its understanding, and the tenderer shall be barred from subsequently questioning such interpretation of HDC, KoPT.
- (h) HDC, KoPT shall subsequently examine and evaluate the bids in accordance with the Evaluation Methodology detailed at **Clause VIII of Section B** of this tender document
- (i) HDC, KoPT will not entertain any query or clarification from tenderers who fail to qualify at any stage of the tendering process.
- (j) Information relating to the examination, clarification, evaluation, and recommendation for the selection of Tenderers shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising HDC, KoPT in relation to matters arising out of, or concerning the Selection Process. HDC, KoPT will treat all information, submitted as part of the tender in confidence and will require all those who have access to such material to treat the same in confidence. HDC, KoPT may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or HDC, KoPT.

V. NEGOTIATIONS WITH THE SUCCESSFUL TENDERER:-

- (a) The first ranked (selected) tenderer may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Financial Bid, but will be for re- confirming the obligations of the selected tenderer. Issues such as deployment of Key Personnel, understanding of the conditions of the tender, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel (other than the Team Leader) who did not score 70 % marks shall be replaced by the selected tenderer with a better candidate to the satisfaction of HDC, KoPT. In case the selected tenderer fails to reconfirm its commitment, the Earnest Money Deposit of the selected tenderer would be forfeited.

(b) HDC, KoPT will examine the credentials of all other personnel (in addition to key personnel as defined in this tender document) proposed for this tender and those not found suitable shall be replaced by the tenderer to the satisfaction of HDC, KoPT.

VI. AWARD OF WORK

(a) After the process of selection by HDC, KoPT is complete, HDC, KoPT would formally notify the award of contract through a Letter of Award of Contract to the selected tenderer. Sequel to this, the successful tenderer will immediately communicate to Sr. Dy. Manager (Administration), HDC within 7 days from the date of issuance of the letter of award of contract, his letter of acceptance of the award (from which point forward the selected tenderer would be termed as the Consultant) and would be required to enter into a formal Agreement with HDC, KoPT as per **Appendix XIII** within six weeks of issue of "Letter of Award of Contract" by HDC, KoPT. All costs, charges and expenses including the stamp duty and related documentation charges incurred in connection with this Contract as well as preparation and completion of Agreement shall have to be borne by the Consultant. No bills of the Consultant will be passed for payment until the Contract Agreement is executed.

(b) The commencement of work shall be reckoned from the date of receipt by HDC, KoPT of the letter of acceptance of the tenderer to the Letter of Award of Contract.

(c) If the selected tenderer withdraws his bid or fails to communicate to Sr. Dy. Manager (Administration), HDC within 7 days from the date of issuance of the letter of award of contract, his letter of acceptance of the award, or enter into the agreement, his order shall be liable to be cancelled or the contract terminated and his Earnest Money Deposit / Security Deposit accordingly, forfeited.

(d) In case the selected tenderer fails to comply with his obligation to communicate to Sr.Dy.Manager (Administration), HDC within 7 days from the date of issuance of the letter of award of contract, his letter of acceptance of the award, HDC, KoPT may invite the second ranked tenderer for negotiations.

(e) The actions of HDC, KoPT as at Clause VI (c) & (d) above shall be without prejudice to any other right or remedy that may be available to HDC, KoPT.

VII. PROPRIETARY DATA

Subject to the provisions of **Clause IV (j)**, all documents and other information provided by HDC/KoPT or submitted by a tenderer and/or the Consultant to HDC/KoPT shall remain or become the property of HDC/KoPT. Tenderers and / or the Consultant, as the case may be, are to treat all information as strictly confidential. HDC/KoPT will not return any Bid/ Tender or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to HDC/KoPT in relation to the Consultancy shall be the property of HDC/KoPT.

VIII. EVALUATION METHODOLOGY

(a) A committee of HDC, KoPT will evaluate offers and assign scores to the

technical and financial criteria.

(b) Selection of the successful tenderer for this assignment will be based on a technical and financial evaluation, with a weightage of **80:20**.

(c) In the first stage, the Techno-Commercial Bid will be evaluated as per process detailed at **Clause IX of Section B**.

(d) To be Techno-Commercially qualified, the tenderer(s) would have to score a minimum of 70 % of the total points, i.e., minimum 70 points out of a maximum achievable score of 100 points in the techno-commercial bid.

(e) Each Key Personnel proposed by the tenderer(s) must score a minimum of 70% marks except as provided herein. A Tender shall be rejected if the Team Leader scores less than 70% marks or any two of the remaining Key Personnel score less than 70% marks. A/any Key Personnel (other than the Team Leader) who did not score 70% marks shall be replaced by the selected tenderer at the time of negotiations with a better candidate to the satisfaction of HDC, KoPT. Such substituted personnel(s) must score 70% marks or more.

(f) The valid techno-commercial offers would be ranked on percentile basis with the offer securing highest technical marks taken as 100. For example, if the highest technical mark obtained is 90, marks awarded would be 100. Hence a proposal securing 75 marks would be getting $(100 \times 75 / 90 =)$ 83.33 points. This would be called **Final Technical Score (T^F)**.

(g) Financial Bids of the techno-commercially qualified tenderer(s), having no deviations from the stipulated terms & conditions, would only be opened.

(h) The financial bids would also be ranked on percentile basis with the lowest bidder securing 100 points. For example, if the lowest bid is 60 units, points awarded would be 100. If the second lowest bid is for 80 units, points awarded would be $100 \times 60 / 80 = 75$. This would be called **Final Financial Score. (F^F)**

(i) Proposals will finally be ranked according to their combined technical and financial scores as follows :-

$$\text{Final Combined Score (C}^{\text{F}}\text{): (T}^{\text{F}} \times 0.8) + (\text{F}^{\text{F}} \times 0.2)$$

(k) The selected bidder would be the one having the highest combined score (C^F).

IX. EVALUATION CRITERIA AND SCORING OF TECHNO-COMMERCIAL BID.

(a) **Distribution of points in Techno-Commercial Bid (Total points 100) would be as follows**

Section A : Relevant Experience of tenderer (Total points 40)

Section B : Approach & Methodology presented by the tenderer (Total points 20)

Section C : Expertise of key personnel (Total points 40)

- (b) **Only those statements / facts submitted as per provisions given in this tender document would be eligible to be awarded with points.**

SCORING METHODOLOGY

SECTION A: Relevant Experience of tenderer : (Total points 40)

- (i) **Number of eligible assignments undertaken by the bidder over the past 7 (seven) years preceding the date of opening of the Techno-Commercial Bid: (Total points 20)**

This aspect would be ranked on percentile basis with the proposal indicating highest number of eligible assignments getting full points, i.e. 20. For example, if the highest eligible assignments for scoring purposes is 8, points awarded would be 20. Another proposal, indicating say, 7 net eligible assignments would be getting $20 \times 7/8 = 17.5$ points.

- (ii) **Value of eligible assignments executed: (Total points 10)**

In respect of the eligible assignments (all declared eligible assignments) indicated under Section A (i) above , the following points would be awarded: -

a)	Each study costing above Rs. 1.5 crore	:-	1.00 point
b)	Each study costing above Rs.1 crore to Rs.1.5 crore	:-	0.70 point
c)	Each Study costing above Rs. 80 lakhs upto Rs. 1 crore	:-	0.50 point

The total scores of all assignments would be added for each bidder and thereafter on percentile basis the proposal with the highest score would be awarded full points, i.e.10. For example, if the highest score is say 7, points awarded would be 10. Another

proposal, securing a combined score of say 5 would be getting $10 \times 7/20 = 7.14$ points.

- (iii) **Years of operation since established (Total points 10)**

In respect of this aspect, the following points would be awarded: -

- a) More than 15 years :- 10 points
b) Between 12 years to 15 years :- 8 points
c) Between 10 years to 12 years :- 6 points
d) Between 8 years to 10 years :- 4 point

- e) Between 5 years to 8 years :- 2 point

The date of opening of the Techno-Commercial Bid shall be considered as base date for calculation of a year.

SECTION B” : Approach & Methodology (Total points 20)

In respect of this, points would be allotted as average of aggregate points awarded by individual members of the Committee indicated at **VII. (a)** under **Evaluation Methodology** evaluating the bid as per subjective individual assessment.

“SECTION C” :_Area of expertise of key personnel (Total points 40)

(a) Eligible assignments undertaken shall mean completed assignments related to Preparation of Report / DPR pertaining to Land Use Plan / Master Plan / Town Plan/ Multimodal Logistic Park/ SEZ/ Industrial Park , costing not less than **Rs. 50 lakhs** (Rupees Fifty Lakhs only).

(b) The respective total / maximum marks of evaluation in respect of each of the key personnel is provided below: -

- | | |
|--|------------|
| a) Team leader cum Project Coordinator | 15 points |
| b) Infrastructure Planning Expert | 10 points |
| c) Marketing Expert | 7.5 points |
| d) Financial Expert | 7.5 points |

(c) The methodology of scoring in respect of each of the key personnel is provided below :-

- (i) **Number of eligible assignments undertaken by the key personnel concerned: (Total points = 60% of total points for the key personnel concerned as indicated at Section-C (b) above)**

The system given below would be followed for each of the key personnel concerned as at Section-C (b) above.

In respect of this aspect, for each eligible assignment, specified for the key personnel concerned, 3 points would be awarded. The total score on the basis of the eligible assignments would be computed for each bidder and this would then be ranked on percentile basis with the highest score amongst all bidders getting full points.

- (ii) **Years of experience of the key personnel (both eligible and other assignments) : (Total points = 40% of total points for the key personnel concerned as indicated at Section-C (b) above)**

In respect of this aspect, the following points would be awarded :-

For Team leader

- a. More than 20 years :- Total points
- b. Between 15 years to 20 years:- 90% of Total points

For each of the other key personnel apart from the Team leader

- a. More than 10 years :- Total points
- b. Between 5 years to 10 years:- 90% of Total points

The date of opening of the Techno-Commercial Bid shall be considered as base date for calculation of a year.

C. OTHER PROVISIONS:

I. GENERAL CONDITIONS OF CONTRACT

The General Condition of Contract of Kolkata Port Trust approved by its Board of Trustees shall be applicable for this contract. Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions specified in this Tender Document, then unless different intention appears, the provisions specified in this Tender Document, shall be deemed to override the provisions of the General Conditions of Contract only to the extent of such repugnancy or variations in the provisions specified in this Tender Document as are not possible of being reconciled with the provisions of General Conditions of Contract. A copy of General Conditions of Contract of Kolkata Port Trust is annexed at **Appendix-GCC**.

II. SECURITY DEPOSIT

- (a) HDC, KoPT shall retain by way of Security Deposit, @ 5% (five per cent) of the final agreed cost (Agreement Value) to be deposited by the selected tenderer / Consultant in by Banker's Cheque or by Demand Draft of any Nationalised Bank of India or Scheduled Bank as approved by Government of India drawn in favour of Haldia Dock Complex; Kolkata Port Trust and payable at Haldia.
- (b) The selected tenderer / Consultant may, in lieu of II (a) above furnish a Bank Guarantee as per format to be provided by HDC, KoPT on request of the selected tenderer / Consultant in this regard.
- (c) The Security Deposit either as per II (a) or (b) above would have to be deposited within 30 days from commencement of the work as defined at VI (b) under Section-B herein above, failing which the HDC/KoPT will convert the earnest money into security deposit and the balance security deposit will be recovered from the bills.

- (d) The Security Deposit is liable for appropriation / forfeiture, without notice to the selected tenderer / Consultant as per provisions specifically mentioned hereunder at (a) and (b) or as elsewhere mentioned in this tender document
 - (i) In case it is found after issuance of Letter of Award of Contract or signing of the Agreement or commencement of the contract, that one or more of the eligibility conditions have not been met by the selected tenderer / Consultant or the selected tenderer / Consultant has made material misrepresentation or has given any materially incorrect or false information
 - (ii) If the selected tenderer fails to enter into the agreement within the timeframe specified in this tender document
- (e) The Security Deposit so held shall be returned to the selected tenderer / Consultant at the end of 3 (three) months after successful completion of the contract and/or subject to recovery/recoveries, as provided under this tender.

III. LIQUIDATED DAMAGES FOR DELAY

In case of delay in stage-wise completion of assignment as given at B under Terms Of Reference (TOR), Liquidated Damages (LD) not exceeding an amount equal to 0.2% (zero point two per cent) of the total fee payable for each stage per day, subject to a maximum of 10% (ten per cent) of the fee payable for each stage will be imposed and shall be deducted by KoPT from the amount payable to the successful tenderer in respect of each of the stages where delay has occurred.

However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time may be granted, at the sole discretion of HDC, KoPT. Liquidate Damages (LD) would be imposed due to delay in stage-wise completion of Services as provided in the tender document for the subject study.

IV. PAYMENT TO THE SELECTED TENDERER

- (a) Payment will be made in stages as mentioned in the Section C of Article-V
- (b) The Consultant shall be paid as per Clause B under Terms Of Reference (TOR) subject to the following conditions :-
 - i) No payment to the Consultant shall be due for any/all payment stage till the consultant completes to the satisfaction of HDC, KoPT, the work pertaining to that particular and / or preceding payment stage(s).
 - ii) HDC, KoPT shall pay to the Consultant only the undisputed amount.
 - iii) No bills of the Consultant will be passed for payment until the Contract Agreement is executed.
- (c) In respect of IV (b)(i)&(ii) above, HDC, KoPT shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt of duly completed bills from the consultant by HDC, KoPT, subject to provisions as at IV(b) above.

- (d) The final payment of IV(c) above shall be made only after the final report shall have been submitted by the Consultant and approved as satisfactory by HDC, KoPT. In case of no such confirmation of satisfactory completion in writing by HDC, KoPT, the services of the Consultant shall be deemed completed and finally accepted by HDC, KoPT and the final report shall be deemed approved by HDC, KoPT as satisfactory, upon expiry of 90 (ninety) days after receipt of the final report by HDC, KoPT unless HDC, KoPT, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. HDC, KoPT shall make the final payment of IV(c) above within 30 (thirty) days from the receipt of duly completed bills from the consultant and / or from the date of acceptance or deemed acceptance of the final report by HDC, KoPT, whichever is later.
- (e) The payment will be released to the Lead Member in case the successful tenderer is a consortium of firms. The selected tenderer will have to indicate (i) Name of bank (ii) Branch name (iii) Branch code and (iv) Designated account number. In case payment is made directly through bank, the selected tenderer may be required to submit a pre-receipt as per instruction of HDC. All payments shall be made upon receipt of the selected tenderer Invoice 3 (three copies along with other relevant documents and acceptance by HDC; KoPT's authorized representative/ Engineer of the Contract.

V. MODE OF PAYMENT:

Payment will be made directly to the selected tenderer's designated bank account. For this purpose, the selected tenderer will have to indicate (i) Name of bank (ii) Branch name (iii) Branch & IFSC code and (iv) Designated account number. In case payment is made directly through bank, the selected tenderer may be required to submit a pre-receipt as per instruction of HDC.

All payments shall be made upon receipt of the selected tenderer Invoice 3 (three copies along with other relevant documents and acceptance by HDC; KoPT's authorized representative/ Engineer of the Contract.

VI. DUE DATE FOR PAYMENT:

Payment shall be made within the time frame stipulated in Clause IV above of "Other Provisions".

VII. SERVICE TAX:

Service Tax, if leviable, will be paid extra by the Trustees as applicable. The bidder shall not include Service Tax in his rates. In case Service Tax is payable, the Contractor will be required to submit necessary bill / challans / invoice in accordance with Service Tax Rules and the Contractor needs to be registered with the Central Excise for the service to be rendered and copy of the same shall be submitted to HDC. On demand, the successful bidder will have to submit documents regarding payment of Service Tax.

In case the Contractor provides taxable service and charges service Tax, the bill / invoice shall be raised so as to enable H.D.C. to obtain CENVAT credit against the same.

Deduction of Sales / Turnover Tax on works contract, Income Tax shall be made by the Employer from each certificate of payment to the Contractor at the prevalent rates or such other rates as may be specified by the Government from time to time, on the gross amount of the Contractor's bill for payment.

Regarding other Taxes Duties and statutory & other levies the Contractor has to pay and observe all formalities as stipulated on the General Condition of Contract.

However, Service Tax as applicable on the amount of liquidated damage as well as other recovery i.e. damage, penalty, land rent, etc. shall be deducted from contractors' bill at applicable rates and the same will not be reimbursed by HDC, KoPT.

VIII. GOODS & SERVICES TAX (GST):

Any modification (addition /deletion /alteration including implementation of GST) in taxes or duties in future by the GOI after due date of submission of this tender will be addressed separately at the material time. Therefore, the detailed tax break-up considered in the quoted price should also be submitted by the bidders along with their price bid in order to assess the impact of future tax levied subsequently, if any on the contract price. Any offer without the detailed tax break-up, if becomes the lowest price-bid and is accepted by KoPT with or without any negotiation of price, shall not be entitled for reimbursement of any additional amount due to subsequent modification of taxes or duties. But any recovery due on account of any subsequent modification in taxes or duties shall be assessed by HDC without any reference to the contractor and shall be made by HDC from the amount payable under the contract.

TERMS OF REFERENCE (TOR)

A. SCOPE OF WORK:-

The consultant will submit a report suggesting utilization of the vacant and occupied lands of Haldia Dock Complex, Kolkata Port Trust to ensure optimum financial return. The report shall also contain measures to be taken by HDC/ KoPT for ensuring materialization of the suggestions of the consultants.

The report shall be prepared after carrying out the following studies:-

1. Relating to vacant land:

- a) Identification of various alternate uses of different vacant land at HDC after carrying out Demand assessment study. The Demand assessment study will be based on rationale to be recorded in the report.
- b) Evaluation of all the options of alternative uses.
- c) Selection of the best alternate use based on economic viability and highest financial return to Haldia Dock Complex.
- d) Based on (c) above, changes in existing Land Use Plan to the extent required.
- e) To suggest appropriate model of allotment i.e. lease/PPP/JV for each of the alternate uses of the different vacant land.
- e) Identification of consumer/user / target market/target industries etc. who may be prospective users of the different vacant plot of land.

2. The study should also cover the existing occupation and the Non Performing Landed assets to ensure optimum return/utilizations.

3. To suggest methods of generating interest and enhancing the marketability of HDC land and properties.

4. To suggest measures to be taken by HDC, KoPT for the following this will help in prospect of utilization of the vacant as well as occupied land.

- (i) Infrastructure development by HDC, KoPT, if any
- (ii) Services to be offered by HDC, KoPT

- (iii) Revenue Streams to HDC, KoPT
- (iv) Cost Streams to HDC, KoPT

Note -

- (1) The details of land within the acquisition limit of Kolkata Port Trust at Haldia is at **Appendix-XV**.
- (2) The suggestion / recommendations of the successful tenderer shall be consistent with the provisions of the Land Policy Guidelines for Major Ports issued by the Central Govt. The current guidelines are given at **Appendix-XVI**.

B) TIME SCHEDULE FOR COMPLETION OF THE ASSIGNMENT: -

Key assignments milestones and timelines :

SL. No.	Type of report	Timeline	Percentage of total fee to be paid
1	Submission of Concept Report	2 weeks from date of commencement	
2	Acceptance of the Concept Report by KoPT	2 Weeks from the date of submission of the Concept Report.	10% (upon acceptance of the Concept Report)
2	Submission of Draft Report	4 weeks from date of acceptance of the Concept Report.	
3	Presentation on the Draft Report	1 week after submission of the Draft Report.	
4	Comments of KoPT on the Draft Report	1 week from the date of presentation	
5	Submission of the Draft Final Report	2 weeks from the date of comments of KoPT	50%
6	Comments of KoPT on the Draft Final Report	1 week from the date of submission of the Draft Final Report	
7	Submission of Final Report	2 weeks from the date of comments of KoPT	40%

Notes :

I. Deliverables by Consultant for 1st stage payment.

Submission of Concept Report mentioning how the consultant is going to carry out the studies for submission of the required report* which must include all work components of the Scope of Work.

(* To submit at least 5 hard copies in original and 2 soft copies on a Compact Disc.)

II. Deliverables by Consultant for 2nd stage payment.

Submission of Draft Final Report[#] which must include all the work components of the Scope of Work, incorporating suitable modifications in accordance with the comments of KoPT on the Draft Report.

([#]To submit at least 5 hard copies signed in original and 2 soft copies on a Compact Disc.)

III. Deliverables by Consultant for Final payment.

Submission of Final Report^{\$} which must include all the work components of the Scope of Work, incorporating suitable modifications in accordance with the comments of KoPT on the Draft Final Report.

(^{\$}To submit at least 10 hard copies signed in original and 2 soft copies on a Compact Disc.)

C) SUBSTITUTION OF KEY PERSONNEL:-

HDC, KoPT will not normally consider any request of the selected tenderer for substitution of Key Personnel as the ranking of selected tenderer is based on the evaluation of Key Personnel and any change therein may upset the ranking.

Substitution will, however, be permitted only if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of HDC, KoPT. Such substitution shall ordinarily be limited to one Key Personnel.

Substitution of the Team Leader will not normally be considered and may lead to disqualification of the selected tenderer and / or termination of the contract.

PART-II: PRICE BID

The Tenderer shall quote all his prices for this tender through online (www.mstcecommerce.com) as per the format given at “**SCHEDULE OF PRICES**”.

SCHEDULE OF PRICES TOTAL LUMP SUM PRICES

(Bidder not to quote here, to be filled up/quoted online only)

SL. No.	DESCRIPTION	AMOUNT (in Rs.)
A	Engagement of Consultant for identification of suitable commercial use of vacant and occupied land of Haldia Dock Complex, Kolkata Port Trust and other provisions specified in Tender No.Ad/E/764/LUP/TENDER/2017 , inclusive of all but excluding Service Tax component only.	LUMP SUM In figures (.....) In words (.....)
B	Service Tax and other taxes etc (applicable as per law)	In figures (.....)
TOTAL LUMP SUM PRICE (Sum of A and B):-		In figures (.....)

For and on behalf of :
Signature:
(Authorised Representative and Signatory)

Name of Person :
Designation :

APPENDIX-GCC

1. DEFINITIONS:

In construing this Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

- 1.1. **“Client” / “Employer** “shall mean Board of Trustees for the Port of Kolkata (Ko.P.T.) a statutory body constituted under the Major Port Trust Act. 1963 under rules there under and statutory modifications thereof and includes its successors and assigns. The client having registered office at 15, Strand Road, Kolkata-700 001.
- 1.2. **“Chairman”** shall mean the Chairman of Board of Trustees for the Port of Kolkata and also includes its Deputy Chairman, in the absence of Chairman.
- 1.3. **“Consultant ”** shall mean the person or persons, firm or company or corporation or Consortium/Joint Venture whose Bid has been accepted by the Client and includes the Consultant ’s Legal Representatives, his successors and permitted assigns.
- 1.4. **“Bid”** shall mean the proposal along with supporting documents, submitted by the Bidder for consideration by the Client.
- 1.5. **“Bidder”** shall mean if context is with reference to the bidding documents/details evaluation to the client and all matters pertaining to the Bid before award of Contract and shall mean Consultant , as defined at Sl.No.1.3 above, if the context refers to post award things and work.
- 1.6. **“Engineer/Engineer-in-Charge”** shall mean Manager, I.&.C.F. (Infrastructure & Civic Facilities), Haldia Dock Complex, Kolkata Port Trust.
- 1.7. **“Engineer’s Representative”** shall mean the person or persons to whom the Engineer/Engineer- in-Charge may delegate his authority in writing.
- 1.8. **“Work”** shall mean all works, activities and services to be rendered by the Consultant in accordance with the Contract.
- 1.9. **“Project”** shall mean the project described in **“Terms of Reference”** in respect of which Client intends to engage Consultant to provide professional services.
- 1.10. **“Contractor”** shall mean any person or persons, Firm or Company deployed by Client under separate contracts to execute/perform the work and/or supply goods in connection with the project.

- 1.11. **“Contract”** shall mean the agreement between Client and the Consultant for execution of the work in accordance with Contract Document.
- 1.12. **“Contract Document”** shall mean all documents such as Letter Inviting Bid, Instruction to Bidders, General Conditions of Contract, Terms of Reference, Time Schedule, Schedule of Prices, Letter of Acceptance of Bid, Agreed Variations to the Bid Document issued by the Client, if any etc., enclosed in the form a statement with reference to various clauses of Bid Document or otherwise incorporated in the Bid Document and other relevant documents as required out of the Bid submitted by the Consultant .
- 1.13. **“Completion Certificate”** shall mean certificate to be issued by the Engineer after completion of the work in accordance with Contract Document, to his satisfaction.
- 1.14. **“Approved”** shall mean approved/accepted in writing including subsequent written confirmation of previous verbal approvals/acceptances by the Engineer and **“Approval”** means approved/accepted in writing including as aforesaid.
- 1.15. **“Letter of Award of Contract”** shall mean an intimation by the Engineer through a letter to the successful Bidder that his Bid has been accepted and he shall proceed to perform his obligations in rendering professional services in accordance with the provisions contained in the said Letter of Award of Contract, and shall include such an intimation by Telefax/E-mail or the like means stating the intention of the Client to award the work to the successful Bidder.
- 1.16. **“Contract Price”** shall mean total price quoted by the successful Bidder in the Schedule pf Price in his Bid with additions and deletions as may have been agreed and incorporated in Letter of Award of Contract, for the entire works covered and in accordance with all terms, conditions, stipulations, specifications, requirements and other contents of Contract as accepted by Client and incorporated in the Contract Document.

2. **DURATION OF ENGAGEMENTS:-**

- 2.1. The appointment of Consultant shall commence from the date of receipt Of “Letter of Award of Contract” from the Client or as specifically mentioned in the Letter of Award of Contract. The consultant shall commence the work within 10 (Ten) days of the receipt of “Letter of Award of Contract” or within such preliminary time as mentioned by the consultant in his offer and as accepted by the Employer.
- 2.2. All covenants and agreements herein contained will be extended to and be binding upon the successor and assigns of the Consultant and of the Client. This agreement will not be sold, assigned or transferred in whole or in part by either party to any other Firm, Persons or Organization without the prior written approval of the other, where the terms and conditions of the Agreement are affected.
- 2.3. If at any time the Client decides to postpone or abandon the project, he may thereupon by a 30 days’ advance notice in writing to the Consultant terminate the Consultant ’s appointment under this Agreement provided that the Client may, when the Project or any part thereof is postponed, in lieu of so terminating the Consultant ’s appointment, require the Consultant in writing to suspend the carrying out of his service under this Agreement for the time being.

- 2.4. If the Client shall not have required the Consultant to resume the Performance of services in respect of any postponed work within a period of 12 months from the date of the Client's requirement in writing to the Consultant to suspend the carrying out of his services, such portion of work shall be considered to have been abandoned and this Agreement shall terminate.
- 2.5. The Consultant shall, upon receipt of any notice of requirement in writing in accordance with clause 2.3 or the termination his appointment in pursuance of clause 2.4, proceed in an orderly manner but with all reasonable speed and economy, to take such steps as are necessary to bring to an end his services under this Agreement.
- 2.6. Any termination of the Appointment of Consultant under this agreement shall not prejudice or affect the accrued rights or claims of either party to this Agreement.

3. **MODIFICATIONS TO AGREEMENT :-**

Should circumstances arise which call for modifications of the agreement these may be made mutual consent given in writing. Proposals in this respect from one party shall be given due consideration by the other party.

4. **TIME SCHEDULE:-**

- 4.1. The duration of the present Consultancy service is as stipulated in this document. Subject to any requirement in the Contract as to completion of any section of The works before completion of the whole, the whole of the works shall be completed within the time stated in the Contract of such extended time as may be allowed under **Clause 4.2** hereof.
- 4.2. Should the amount of extra or additional work of any kind or due to Force Majeure (**vide clause 26.0**) or other special circumstances of any kind whatsoever which may occur, other than through a default of the Consultant , be such as fairly to entitle the Consultant to an extension of time for the completion of the works, the Engineer, on receipt of full and detailed particulars of such work has been commenced or such circumstances have arisen from the Consultant within 4 weeks shall determine the amount of such extension and notify to the Consultant .
- 4.4. The Client may, without prejudice in any other method of recovery, deduct the amount of such damages from any monies in his hands, due or which may become due to the Consultant. The payment or deduction of such damages shall not relieve the Consultant from his obligation to complete the works, or from any other of his obligations and liabilities under the Contract. If before the completion of the whole of the works, any part or section of the works has been certified by the Engineer as completed and occupied or used by the Client, the Liquidated Damages for delay shall, for any period of delay after such certificate and in the absence of alternative provisions in the Contract be reduced in the proportion which the value of the part or section so certified bears to the value of the whole of the works.

5. **OWNERSHIP OF DOCUMENTS:-**

The Client, on making due payment to the Consultant becomes owner of all reports, design, drawings, calculations and other similar documents provided by the Consultant

in accordance with this Bid Document. The Consultant may, with the consent of the Client publish any articles photographs or other illustrations relating to the project.

6. SERVICE OF NOTICE:-

Every notice to be given to the Consultant shall be deemed to have been duly served if the same is mailed by registered post or sent through Telefax/telex /e-mail or sent by hand to the address given in this Bid Document. The Consultant shall send any notice; documents reports etc., to the address of the Client through a courier agency to ensure reliable and faster communication and charges for the same shall be included in his lump sum price. The above

notice, documents etc. shall be deemed to have been served/sent to the client on the date of receipt of the same by the Client.

7. SETTLEMENT OF DISPUTES:-

If a dispute of any kind whatsoever arises between the Employer and the Tenderer in connection with, or arising out of the contract or the execution of the works, the same shall be dealt as per relevant provisions of the General Conditions of Contract and THE ARBITRATION AND CONCILIATION (amendment) ACT, 2015 and any statutory amendment thereof.

Upon any and every such reference the assessment of the costs incidental to the references shall be at the discretion of the Arbitrators or the Umpire as the case may be and both the parties shall equally share such costs of Arbitration. Services under the Agreement shall notwithstanding the existence of any such dispute, question or controversy continue during the arbitration proceeding and no payment, due or payable by the client to the Consultant, shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.

8. CONTROLLING LAWS:-

The rights and obligations of the Client and the Consultant under this Agreement will be governed by the laws of the land of the Client.

9. NON-WAIVER OF DEFAULTS:-

Any failure by the Client or of the Consultant at any time or from time to time to enforce observance and performance of any of Conditions of Contract, will not constitute or be deemed to be waiver of such Conditions of Contract and will not affect or impair such Conditions of Contract in any way, or the right of the Client or the Consultant at any time to avail itself of such remedies as it may have for any breaches or breach of such Conditions of Contract.

10. FINANCIAL RESPONSIBILITY:-

In the performance of the Consultancy work which are the subject matter of the Agreement, the Consultant will have no financial responsibility whatsoever for payment of any costs or expenses to be incurred under this Agreement except for those which are hereinafter designated as “Costs to be Borne by the Consultant” under Clause 17.

11. LANGUAGE :-

English language shall be used in all written communications between the Client and the Consultant with respect to the services to be performed under this Agreement and with respect to all documents produced by the Consultant in connection with the Project.

12. SECRECY :-

The Consultant shall use all the documents drawings and other data and information of proprietary nature received from the Client, solely for the purpose of performing and carrying out the obligations on his part under this Agreement in the performance of the works for the project and shall maintain the utmost secrecy. The Consultant shall bind his employees, who are involved in Engineering of the project by a suitable secrecy Agreement. The documents, drawings and other data and information received from the Client shall not be used by the Consultant for any other purpose.

13. CARE AND DILIGENCE AND PERFORMANCE GUARANTEE:-

13.1. Care And Diligence :-

The Consultant shall exercise all reasonable skill, care and diligence in the discharge of the services agreed to be performed by him.

13.2 Performance Guarantee :-

13.2.1. The Consultant shall carry out the services in conformity with generally accepted norms and sound standards of engineering. The Consultant shall be responsible for the technical soundness of the services rendered in the event of any deficiency in those services; the Consultant shall promptly redo the same at no additional cost to the Client.

13.2.2. The Consultant shall guarantee the performance of the Project as per Design and specifications prepared by him. In the event of the project failing to Achieve the guaranteed performance as laid down in the Agreement due to reasons directly attributed to the Consultant he shall be liable for such failure and the liability shall be limited to payment of cost of rectification subject to a maximum on all accounts upto 10% of the Contract Price offered in his Bid by the Consultant.

13.2.3. Arbitration may be commenced prior to or after completion of the works, provided that the obligations of the Client, the Engineer and the Consultant shall not be altered by reason of the arbitration being conducted during the progress of the works. The Consultant must at all the times fulfil his obligations under the Contract and shall not slow down or stop the progress of work during the period any dispute is under settlement through arbitration. Even if the works to be carried out during such a period involve matters under dispute, the Contractor shall nevertheless proceed with the works as per direction of the Engineer, pending settlement of the dispute. Failure of the Contractor in this respect shall constitute default on his part and render him liable to actions under the provisions of clause 20.0 of General Conditions of Contract.

13.2.4. The venue of Arbitration sittings will be either in Kolkata or Haldia, West Bengal.

14. NORMAL SERVICES:-

The services to be provided by the Consultant shall comprise of:

- a) All services stated in the Terms of Reference of the Agreement, and
- b) Advising the Client as to the need for the Client to be provided with additional services in accordance with this clause.

15. ADDITIONAL SERVICES:-

- 15.1. All services additional to those specified in clause-14, the Consultant shall, if so requested by the Client, provide or take all reasonable steps to arrange for the provisions of such services.
- 15.2. The Consultant shall obtain the prior consent of the Client to the arrangement which he proposes to make on the Client's behalf for the provision of any of the services specified in clause-15.1. The Client shall reimburse to the Consultant cost of such additional services as mutually agreed.
- 15.3. After the approval of General Arrangement and layout and other necessary drawing/ Report by the Client in writing, if the Client gives any additional drafting or any change in the plans

including any change required to be incorporated beyond the scope of services specified in the Terms of Reference which would basically alter the design of the scope of services or necessitate complete redrafting of the drawing, the Consultant shall render such services at a mutually agreed rate.

16. INSURANCE:-

The Consultant shall arrange to pay the cost of personal accident insurance in respect of his employees assigned to the project site for performance of the obligations under the Conditions of Agreement.

17. COST TO BE BORNE BY THE CONSULTANT:-

The Consultant shall bear all costs of rendering the specified scope of work/ Services as given in Terms of Reference except those costs which are specially mentioned as reimbursable by the Client.

18. PATENTS:

No patented or patent pending articles, methods or device shall be used or supplied in connection with the work or incorporated in the work without the prior written approval of the Client, if the terms of purchase involve or require the payment of any license fee or royalty in addition to the purchase price and do not contain patent indemnification in a form satisfactory to the Client.

19. **CLIENT'S REPRESENTATIVE:**

The "Engineer" shall represent the Client for the purpose of this Agreement and the Consultant shall address all correspondences to his address.

20. **INFORMATION TO BE SUPPLIED TO THE CONSULTANT:**

The Client shall supply to the Consultant without charge and within reasonable time all necessary and relevant data and Information in possession of the Client such as area maps, contours, test boring results and other soil data as may be available in-house with the Client, weather data, flood levels, traffic handled for last five years with future projection if any, etc., and shall give such assistance as shall reasonably be required by Consultant in the performance of his services.

- 20.1. The Consultant shall submit all sketches, drawings, design calculations, Reports, basic studies recommendations and all other related matters as provided in this agreement to the Engineer for his decision within a reasonable time period. The Engineer shall also communicate his decisions/comments on all the above matters within reasonable time so as not to delay or disrupt the performance by the Consultant of his services.

21. **PAYMENT FOR SERVICES:**

The Client shall pay the Consultant for services to be rendered under clause-14 of the present agreement the fees as provided in the payment Schedule Of the Schedule of Prices of this Agreement.

22. **DISBURSEMENT:**

The Client shall reimburse the Consultant in respect of all the Consultant's disbursements properly made in connection with the provisions of additional services to be rendered to the Client Pursuant to clause 15.

23. **PAYMENT FOLLOWING TERMINATION OR SUSPENSION:**

- 23.1. Upon termination or suspension by the Client in pursuance of clause 2.3, the Client shall pay to the Consultant the sums specified in (a) and (b) Of this sub-clause (less the amount of payments previously made to the Consultant under the terms of this Agreement).

- a) All amounts due to the Consultant in accordance with Clause-21 and Clause-22 in respect of services rendered upto the date of termination or suspension.
- b) Amounts due to the Consultant under any other clause of the Agreement including reimbursement of liabilities reasonably incurred or commitments reasonably made by the Consultant in Connection with the services stipulated in this Agreement.

The above amount shall be arrived at based on the detailed break-up of Payment schedule for progress payment as per schedule of prices which shall be finalized on mutual consent after award of the Contract.

- 23.2. In any case in which the Client has required the Consultant to suspend the carrying out of the Consultant's Services in pursuance of the power conferred by clause 2.3 and 2.4, the Client may, at any time within the period of 12 months from the date of his requirement in writing to the Consultant's services, require the Consultant in writing resume the performance of such services. In such event the Consultant shall within a month's time of receipt by him of the Client's said requirement in writing, resume the performance of his service in accordance with this Agreement. Upon such a resumption, the amount of any payment made on account of the total sum payable to the Consultant under this Agreement shall rank as a payment made on account of the total sum payable to the Consultant under this Agreement but no compensation / adjustment shall be made of any other sum paid or payable to the Consultant upon suspension.
- 23.3. If the Consultant shall need to perform any additional services in connection with the resumption of his services in accordance with clause 23.2, the Client shall pay the Consultant in respect of the performance of such additional services and any appropriate reimbursement in accordance with clause-22.

24. **PAYMENT OF INSTALMENT:**

All sums due from the Client to the Consultant be paid in accordance with "**Payment Schedule**".

25. **REMEDIES AND POWERS:**

If any or all firms or company or corporation forming consortium/joint venture to act as a Consultant shall become bankrupt, or have a receiving order made against him or shall present his petition in bankrupting or shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or if the Consultant assigns the contract, without the consent in writing of the Client first obtained or if in the opinion of the Engineer the Consultant:-

- a) has abandoned the Contract or,
- b) without reasonable cause has failed to commence works or has suspended the progress of work for twenty-eight days after receiving from the Engineer written notice to proceed or,
- c) despite previous warnings by the Engineer flagrantly neglecting to carryout his obligation under the Contract or,
- d) has in defiance of the Engineer's instructions to the contrary, sub-let any part of the Contract –

Then the Client may, after giving fourteen days' notice in writing to the Consultant, terminate the appointment of the Consultant without thereby voiding the Contract or releasing the Consultant from any of his obligation or liabilities under the Contract or affecting the rights and powers conferred on the Client or the Engineer by the Contract and may himself complete the work or may employ any other Consultant to complete the works.

The Engineer shall, as soon as practicable after any such termination by the Client, fix and determine ex-parte or by or after reference to the parties or after such investigation or

enquiries as he may think fit to make or institute and shall certify what amount, if any, has at the time or such termination been reasonably earned by or would reasonably accrue to the Consultant in respect of work then actually done by him under the Contract.

If the Client shall terminate the appointment of Consultant under this clause, he shall not be liable to pay to the Consultant any money on account of the Contract until the cost of completion balance work, damages for delay in completion and all expenses incurred by the Client have been ascertained and the amount thereby certified by the Engineer. The Consultant shall then be entitled to receive only such sum or sums, if any, as the Engineer may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the Consultant on due completion by him, then the Consultant shall, upon demand, pay to the Client the amount of such excess and it shall be deemed a debt due by the Consultant to the Client and shall be recoverable accordingly.

26. **FORCE MAJEURE:**

Neither the Client nor the Consultant shall be considered in default in Performance of the obligations under this Agreement if such performance is prevented or delayed by events such as but no limited to, war, hostilities, evolution, riots, civil commotion, strikes, lock-outs, conflagrations, epidemics, accident, fire wind, flood, drought, earthquake or because of any law, order, proclamation, regulation or ordinance of any act of God, or for any other cause beyond the reasonable control of the party affected provided notice in writing of any such cause with necessary evidence that the obligation under the Agreement is thereby affected or prevented or delayed is given within 14 (Fourteen) days from the happening of the event and in case it is not possible to serve the notice within the said fourteen days period, then within the shortest possible period without delay. As soon as the cause of Force Majeure has been removed, the party, whose ability to perform its obligation has been affected, shall notify the other of such occasion and of the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

**FORMAT FOR POWER OF ATTORNEY
FOR SIGNING OF TENDER**

Dated: _____

POWER OF ATTORNEY

To whomsoever it may concern

Know all men by these presents, We, (name of Firm/lead member and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr/Ms..... son / daughter/ wife and presently residing atwho is presently employed with / retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Tender for Tender Name {.....} bearing Tender No. **Ad/E/764/LUP/TENDER/2017** of HDC, KoPT (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said tender and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

.....
(Signature, name , designation and address)

Witness :

- 1.
2. Notarized

Accepted
.....
.... (Signature, name, designation and address of the Attorney)

Note:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a Non-Judicial stamp paper of Rs. 50 [fifty] and duly notarized by a notary public.

Wherever required, the tenderer should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the tenderer

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by tenderers from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.

STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letter head of the Applicant)

Ref.

Date:

To,

.....

.....

.....

Dear Sir,

Sub: Tender name [.....] bearing Tender No. Ad/E/764/LUP/TENDER/2017.

I/We hereby confirm that, the tenderer, satisfy the terms and conditions laid down in the NIT and tender document of the subject tender.

I/We have agreed that (insert individual's name) will act as our Authorised Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of

.....

* Please strike out whichever is not applicable

Covering Letter to Techno-Commercial Bid
(To be forwarded on the letter head of the Applicant)

Dated :

**To,
Sr. Dy. Manager (Administration) ,
Haldia Dock Complex, Kolkata Port Trust,
Jawahar Tower Complex,
P.O. Haldia Township,
Dist. Purba Medinipore,
Pin-721607; West Bengal**

Dear Sir,

1. We, _____(Name of tenderer) having examined the Tender Document and understood its contents, hereby submit our **Tender for (Tender Name & No.)** _____, containing all required documents as specified in the tender document and as per instructions contained in the said tender document.
2. All information provided in the tender including those in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
3. We shall make available to Haldia Dock Complex, Kolkata Port Trust (hereinafter referred to as HDC, KoPT) any additional information it may find necessary or require to supplement or authenticate the Tender
4. We acknowledge the right of HDC, KoPT to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We also certify / declare the following
 - a. We have not been debarred / delisted by any Govt. / Semi-Govt. / PSUs. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind
 - b. We have also not been expelled from any project or contract nor have had any contract terminated for breach in the last 5 years ending on the date of opening of the techno commercial part of the tender.
 - c. We satisfy the legal requirements and meet all the eligibility criteria laid down in the Tender Document.
 - d. We are not associated with any other firm bidding for the same work.

e. We have downloaded the tender document from the website(s) as indicated in the Tender Notice and we have not altered / changed / deleted / modified any clause of the tender document so downloaded. We understand that in case any change (in words, specification etc.) is detected in the submitted tender document, the same will be summarily rejected outright by HDC, KoPT and we agree to the same.

6. We further certify / declare that :

- a) We have examined in detail and have understood the terms and conditions stipulated in the Tender Document issued by HDC, KoPT and in any subsequent communication sent by HDC, KoPT. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the Tender Document or in any of the subsequent communications from HDC, KoPT.
- b) 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.

7. We understand that HDC, 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.

8. _____(Name of Tenderer) hereby undertakes that we will abide by the decision of HDC, KoPT in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by HDC, KoPT in this regard.

9. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the Tender Document, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

Thanking
you,

Yours faithfully,

Signature of Power of Attorney Holder.....

Name:

Designation:

.....

Date :

Seal

PROFILE OF THE TENDERER

Tender No Ad/E/764/LUP/TENDER/2017

1. (a) Name of the Firm (s) :
- (b) Legal status (eg. Incorporated Pvt. Company, unincorporated business, partnership, etc.):
- (c) Country of incorporation:
- (d) Registered address:
- (e) Address of the corporate headquarters and its branch office(s), if any in India:
- (f) Date of incorporation and commencement of business:
- (g) Years of operation since commencement:
- (h) Staff strength (technical and other specialty personnel only):

Note: for consortium, profile of the each members firm shall be furnished separately.

2. Brief description of the Company including details of its main lines of business and principal place of business.
3. Details of (i) authorized signatory of the tenderer and (ii) Power of Attorney Holder of the Tenderer for this particular tender
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) E-Mail Address :
 - (g) Fax Number :
4. In the last five years preceding the date of opening of **Cover-II** (Techno-Commercial Bid) of this tender has the tenderer (mark yes/no)
 - a) been penalized by any organization for poor quality of work or breach of contract
 - b) ever failed to complete any work awarded to it by any public authority / entity
 - c) been blacklisted by any government department / PSU
 - d) suffered bankruptcy / insolvency

Signature of Power of Attorney Holder

..... **Name:**
.....**Designation:**
..... **Date :**
..... **Seal**

Format for providing information of Eligible Assignments undertaken over the past 7 years
Preceding the date of opening of PART-I.

Tender No.: Ad/E/764/LUP/TENDER/2017

Sl. No.	Name of Eligible Assignment undertaken	Name and Address of Client	Telephone No. and Fax No. of Client's representative	Short Description of services provided by tenderer to client	Type of project	Order value of the assignment (in Rs lakh)	Commencement date of the assignment by the tenderer (mm/dd/yyyy)	Completion date of the assignment by the tenderer (mm/dd/yyyy)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Signature of Power of Attorney Holder

..... **Name:**

.....

Designation:

.....

Date :

(Seal)

The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

Certificate from the Statutory Auditor^{\$}

This is to certify that the information contained in **Column 7** above is correct.

(Signature, name and designation of the authorised signatory)

Name and seal of the audit firm

Date :

^{\$} In case the tenderer does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the tenderer.

Format for proof of executed value of the Eligible Assignments executed by the Tenderer from its Beneficiary to the effect.

This is to certify that M/s.(name of the tenderer) have been awarded contract No.....dated.....for the purpose undertaking(short Description of services provided by tenderer to client) .

The firm has successfully completedportion of the total assignment and have been paid a sum of Rs.....(in words.....) for the same.....

The overall work done by M/s.(name of the tenderer) has been satisfactory.

Name of the client: M/s.....

Name of the Authorized person:.....

Authorized Signature & Stamp:

Phone/Fax/ E-mail of Client:.....

Financial Capacity of the Tenderer

SL. No.	Financial Year	Annual Financial Turnover (Rs. In lakhs)
1	2015-16	
2	2014-15	
3	2013-14	

Signature of Power of Attorney Holder
..... **Name:**
.....
Designation:
.....
Date :(**Seal**)

Certificate from the Statutory Auditor

This is to certify that (name of the tenderer) amounts indicated under the column “**Annual Financial Turnover**” is correct.

(Signature, name and designation of the authorized signatory)

Date : _____

(Name and Seal of the audit firm)

Note:

In case the applicant does not have a statutory auditor, it shall provide the certificate from the Chartered accountants that ordinarily audits the annual accounts of the Applicant.

Particulars of Key Personnel

Sl. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience as per Article-III of Section-A	Present Employment		No. of Eligible Assignments undertake during last 5 years ending on the date of submission of the bids as per Article-III of Section-A	No. of other Assignments
					Name of Firm	Employed Since		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	Team Leader cum Project coordinator							
2	Infrastructure Planning Expert							
3	Marketing Expert							
4	Financial Expert							
5	Others (please specify)							

Signature of Power of Attorney Holder

..... Name:

.....

Designation:

.....

Date :

.....

..... Seal

Format for providing information of Eligible Assignments executed by key personnel in respect of Eligible assignments .

Note: Use separate forms for each key personnel

Name of Key personnel:.....

Function/ Role for this particular work

Sl. No.	Name of Eligible Assignment Undertaken Conforming to Article-III (C)	Name and Address of Client	Telephone No. and Fax No. of Client's representative	Short Description of services provided by key personnel to client	Type of project	Order value of the assignment (in Rs lakh)	Commencement date of the assignment by the tenderer (mm/dd/yyyy)	Completion date of the assignment by the tenderer mm/dd/yyyy)

Signature of Power of Attorney Holder

Name:

Designation:

Date : seal

Declaration from the each Key Personnel concerned

I declare that the information are given at Appendix-VII and Appendix-VIII in respect of (Name of the key personnel) are true and correct to the best of my knowledge and belief.	
Date :	(Signature and name designation of key personnel concerned)

Note: This certificate should be given by all the Key Personnel separately.

Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:

(Starting with present position, list in reverse order every employment held.)

7. List of eligible assignments on which the Personnel has worked

<u>Name of project</u>	<u>Description of responsibilities</u>
------------------------	--

8. List of other assignments on which the Personnel has worked

<u>Name of project</u>	<u>Description of responsibilities</u>
------------------------	--

Certification:

1. I am willing to work on the Project pertaining to (.....) [Tender name] and I will be available for entire duration of the Project assignment as required.

2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

(Signature and name of the key personnel)

Date and Place.....

(Signature and name of the authorised signatory of the tenderer)

Notes :-

- f* Use separate form for each key personnel.
 - f* Eligible assignments listed under Sl. 7 should be of the same order as in Appendix - VIII
 - f* To be recently signed and dated in blue ink by the respective key personnel and countersigned by the tenderer. Photocopy or unsigned and/or non-countersigned CVs shall be rejected.
-

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two A4 pages).

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than three A4 pages).

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Applicant should specify the work sequencing, personnel wise man-days proposed, locations of important activities, different alternatives and selection of optimum one covering broadly all aspects of the Scope of Work and provide a quality assurance plan for carrying out the Consultancy Services.

Signature of Power of Attorney

Holder..... Name:

.....

Designation: Date :

..... **Seal and Stamp**

Note: Marks will be deducted for writing lengthy and out of context responses.

COVERING LETTER TO FINANCIAL BID

(To be forwarded on the letter head of the Applicant)

(Date and Reference)

**To,
Sr. Dy. Manager (Administration)
Haldia Dock Complex, Kolkata Port Trust,
Jawahar Tower Complex,
P.O. Haldia Township,
Dist. Purba Medinipore,
Pin-721607; West Bengal**

Dear Sir,

We, _____ (**Name of tenderer**) having examined the Tender Document and understood its contents, hereby submit our **Financial Bid for** _____ (**Tender Name & No.**), as per instructions contained in the said tender document.

I/We agree that this offer shall remain valid for a period of 120 days from the date of opening of Cover II (Techno Commercial Bid) or such further period as may be mutually agreed upon.

Yours faithfully,

Signature of Power of Attorney

Holder..... Name:

.....

Designation:

Date :

.....

Seal

PROFORMA OF FORM OF AGREEMENT

CONTRACT AGREEMENT FOR THE WORK OF..... Made thisday of..... Two thousand and.....Between..... Hereafter called the “Consultant ” (which terms shall unless excluded by or repugnant to the context include its successors and permitted assign) of the one part and hereinafter called the “Client” (which terms shall unless excluded by or repugnant to the context include its successors and permitted assign) of the other part.

WHERE
AS :-

- (a) Client being desirous of getting executed the Work mentioned, enumerated or referred to in the Tender Document including Notice Inviting Tender, Instruction to Tenderers, General Conditions of Contract, Terms of Reference, Schedule of Prices, Time Schedule, and other Documents, has invited tenders.
- (b) Consultant has inspected Site and surroundings of Work specified in the Tender Document and satisfied himself by careful examination before submitting his Tender as to the nature and magnitude of Work and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Tender Document or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays, hindrances or interference to or with the execution and completion of Work, to be carried out under Contract, and has examined and considered all other matters, condition and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the completion of work and which might have influenced him in making his Bid.
- (c) The Notice inviting Tender, Instruction to Tenderers, General Conditions of Contract, Terms of Reference, Schedule of Prices, Time Schedule, Letter of Award of Contract , Letter of Acceptance of Contract and any other documents and enclosures, copies of which are hereto annexed are included in the expression “Contract” wherever herein used :

And Whereas

Client accepted the Bid of Consultant for the provision and the performance of Work at the Contract Price as indicated in Contract upon the terms and subject to the Conditions of Contract.

Now This Contract Agreement Witnesseth And it is hereby agreed and declared as follows :

1. In consideration of the payment to be made to Consultant for Work to be executed by him, Consultant hereby covenants with Client that Consultant shall and will duly provide, and complete work and shall do and perform all other acts and things in Contract, mentioned or described or which are to be implied therefrom or may be reasonably necessary for completion of Work and at the times and in the manner and subject to ,the terms and conditions or stipulations mentioned in Contract.

2. In consideration of the due provision, execution and completion of Work by the Consultant in accordance with the terms of the Contract, the Client does hereby agree with Consultant that Client will pay to Consultant the respective amounts for the work actually done by him and approved by Client as per Payment Terms accepted in Contract and payable to Consultant under provision of Contract; such payment to be made at such time and such manner as provided for in the Contract.

3. In consideration of the due provision, execution and completion of work, Consultant does hereby agree to pay such sums as may be due to Client for the services rendered by Client to Consultant as set forth in Contract and such other sums as may become payable to Client towards loss, damage to the Client; such payments to be made at such time and in such manner as is provided in Contract.

IN WITNESS WHEREOF the Parties have executed these presents on the day and the year first
above written.

**Signed and Delivered
 For and on behalf of
 Client.**
 DATE _____

 PLACE _____

**Signed and Delivered
 for and on behalf of
 Consultant.**
 DATE _____

 PLACE _____

In presence of two Witnesses.

Witness 1:.....

Witness 2:.....

Power of Attorney for Lead Member of Consortium

Whereas the (“the Authority”) has invited tender applications from interested parties for theProject (the “Project”).

Whereas,,,and(collectively the “Consortium”) being members of the Consortium are interested in the proposed assignment in accordance with the terms and conditions of the tender documents and other connected documents in respect of the proposed assignments, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the the proposed assignment and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,having our registered office at, M/s.having our registered office at, Ms.having our registered office at, and having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s.having its registered office at, being one of the Members of the Consortium, as the Lead Member of the Consortium .We hereby irrevocably authorise the Lead Member to conduct all the activities as may be necessary on behalf of the Consortium. In the event the Consortium is awarded the assignment, during the execution of the assignment and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required to the submission of tender for the proposed assignment , including but not limited to signing and submission of all tender documents and other documents and writings, accept the Letter of Award and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the financial proposal of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and / or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the proposed assignment and / or upon award thereof till the Letter of award is issued .

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Lead Member pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Lead Member in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us / Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF2.....

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

Witnesses :

1.

2.

.....

Details of KoPT land at Haldia**(area in Acres)**

Total area of HDC land		Area of land used by KoPT		Area allotted to Industries / Port Users'		Area earmarked for allotment to Industries / Port Users' etc.
Zone	Total area	Area in port's own use (including common user's facilities like roads etc.	Area earmarked for future use of Port	Allotment on lease	Allotment on licence	
Dock Interior Zone	921	632	20	43.19	175	50.81
Proposed Dock Interior Zone	669	32	609	0.00	0.093	27.91
Dock Zone	743	200	150	133.93	3.15	255.92
Residential Zone	1197	447	350	254.04	10.38	135.58
Industrial Zone	2766	789	175	1689.90	26.19	85.91
Commercial Zone	71	0	0	9.17	3.43	58.40
Total	6367	2100	1304	2130.23	218.24	614.53

APPENDIX – XVI

The suggestion / recommendations of the successful tenderer shall be consistent with the provisions of the Land Policy Guidelines for Major Ports issued by the Central Govt.

The revised Land Policy Guideline for major port is separately uploaded in the MSTC website for your reference and existing Land Policy Guideline for Major Port is also available at KoPT website.

APPENDIX – XVII

[Format for Affidavit (in case the Tenderer is not covered under P.F. Act or exempted from it)]

On ₹10/- (Rupees Ten) Non Judicial Stamp Paper _____

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT _____

Affidavit

I _____ son of _____ aged about _____ years,
by faith _____ by occupation _____, residing
at _____, do hereby solemnly affirm and declare as follows:

1. THAT I am the Proprietor/Partner/Director _____ having office
at _____ and carrying on business on the same name and style.

(In case the above Deponent is an enlisted Contractor at Kolkata Port Trust, the same should be mentioned
in the affidavit).

2. THAT my aforesaid Firm is exempted from Provident Fund Act and the said Firm has no valid
Provident Fund Registration.

3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the clause
no. _____ of the Tender vide Tender no.
_____ issued by the Kolkata Port Trust in respect of the work (the work
is to be mentioned).

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

Deponent

Identified by:

APPENDIX-XVIII

[Format for Affidavit (in case the Tenderer is not covered under ESI Act or exempted from it)]

On ₹10/- (Rupees Ten) Non-judicial Stamp Paper _____

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT _____

Affidavit

I _____ son of _____ aged about _____ years,
by faith _____ by occupation _____ residing
at _____, do hereby solemnly affirm and declare as follows:

1. THAT I am the Proprietor/Partner/Director _____ having office
at _____ and carrying on business on the same name and style.

(In case the above Deponent is an enlisted Contractor at Kolkata Port Trust, the same should be mentioned
in the affidavit).

2. THAT my aforesaid Firm is exempted from Employees' State Insurance (E.S.I.) Act and the said
Firm has no valid E.S.I. Registration.

3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the clause
no. ___ of the Tender vide Tender no. _____
_____ issued by the Kolkata Port Trust in respect of the work (the work
is to be mentioned).

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

Deponent

Identified by :

**Policy Guidelines for Land Management by Major Ports, 2014 –
Clarifications and amendments - regarding**

1. **BACKGROUND**

Land is one of the important resources with the Port Trusts to promote their business and accommodate the increasing traffic at the ports. As per the provisions contained in Sub-Section (1) of Section 34 of the Major Port Trusts Act, 1963, Ports are empowered to lease out land for a period up to 30 years and in case the period of lease is for more than 30 years, prior approval of the Central Government is necessary. The relevant portion of this Sub-Section is reproduced below:-

“Provided further that no contract for the acquisition or sale of immovable property or for the lease of any such property for a term exceeding thirty years and no other contract whereof the value or amount exceeds such value of amount as the Central Government may from time to time fix in this behalf, shall be made unless it has been previously approved by the Central Government.”

2. To regulate allotment of land, the Ministry of Shipping has been issuing guidelines from time to time. In the competitive environment that the ports operate, continuous review of these guidelines is imperative.
3. Accordingly a Draft Policy for land management by Major Ports 2012 was prepared by the Ministry and circulated to various stakeholders for comments and was also put up on the website of the Ministry inviting comments and suggestions. Simultaneously, Inter-Ministerial consultations were also done. Based on the inputs received, the “Policy Guidelines for land management by Major Ports, 2014” was finalised. The said guidelines have been approved by the Union Cabinet on 2/01/2014.

These guidelines were issued to all Major Ports for implementation. However, Indian Ports Association, an apex body of Major Ports, have

highlighted certain difficulties and suggested some changes and there were also suggestions from different stakeholders to improve the Land Policy Guidelines.

Thereafter, Ministry, vide Order dated 8th August, 2014 constituted a two member committee comprising of DG(Shipping) and Sri R.C.Sinha, Advisor to examine the suggestions and furnish a report. Based on the report, the revised guidelines have been framed, The Revised Land Policy guidelines, issued under Section 111 of MPT Act, 1963 are as follows:

4. **Objectives-** The main objectives of the Policy are:-
 - a) To ensure that land resources are put to optimum use as per the approved Land Use Plan with focus on retaining /attracting port traffic;
 - b) To ensure that optimum value is realized by licensing / leasing Port land through a transparent tender-cum-auction methodology.
 - c) The policy prescribes the procedure for revision of rates to enable maximum resource generation for the Ports and the methodology for regular updating of the rates in line with the market value
 - d) The policy also recognizes the need for special dispensation for cases relating to educational and security purposes.

5. **Scope:** The policy is applicable for all Major Ports except for the land relating to the Township areas of Kandla, Mumbai and Kolkata Ports for which separate policy will be formulated. Kamarajar Port Limited may follow the principles of this Land Policy but will not be covered by TAMP jurisdiction . These guidelines supersede all previous guidelines issued on the subject.

6. **Empowered Committee Mechanism:** There shall be an empowered Committee comprising of AS&FA (Shipping), Joint Secretary (Ports), Joint Secretary of the Department of Economic Affairs, and the concerned Adviser of the Planning Commission, for discharge of such functions as are allotted to it under this policy.

7 These policy guidelines for land allotment would be applicable to all new *PPP* projects also. For such projects, approval of the project by the competent authority will be taken as approval for the licence of the land component of the project.

8. **Land Use Plan:**

The Land Policy Guidelines are applicable for all purposes provided under MPT Act 1963. Every Major Port shall have a Land use plan covering all the land owned and/or managed by the Port. Such plans shall be approved by the Board and a copy would be forwarded to the Government. Any proposal for revision of land use plan shall be finalized by the Board only after considering the objections and suggestions received from the various stakeholders. Land use plan of major ports shall be reviewed by the Board at least once in every five years.

9. **Land Allotment Policy:**

Ports are empowered to lease/licensing out land based on the approved land use plan/Zoning of the port and within the framework of MPT Act 1963

9.1 The expression “Lease” shall have the meaning assigned to it as in Section 105 of the Transfer of Property Act, 1882 . Accordingly, lease is defined as transfer of a right to enjoy immovable property, made for a certain time, expressly provided for, in consideration of a price paid or promised, or of money to be rendered periodically or on specified occasions to the transferor by the transferee, who accepts the transfer on such terms.

9.2 The expression “licence” shall have the same meaning assigned to it as in Section 52 of the Indian Easements Act, 1882. Accordingly, licence is defined as a right granted to another person by the grantor, to do or continue to do upon the immovable property of the grantor, something which would, in the absence of such right, be unlawful, and such right does not amount to an easement or an interest in the property.

9The word “Port” and “Board” wherever used in the policy directives connote “Port Administration” and ‘Board of Trustees/ Directors’ respectively.

9.4 **Licence of Land:**

Port will formulate the guidelines for License of land within and outside customs bonded Area in accordance with the land use plan of the port and the spirit of the Land Policy Guidelines and get them approved at the Board level. The Ministry of Shipping should be kept informed of the guidelines

10. **Custom Bond Area:**

10.1. **Fresh allotment of land:**

(a) The land inside custom bond area, which is required on an immediate basis, shall be given on licence basis only and no lease may be permitted. Wherever feasible, such licence shall be issued only by inviting competitive tenders. The guidelines laying down the detailed procedure in this regard shall be framed and approved by the Board of the Port. The licence may be granted upto a maximum period of 11 months and shall be at the bid value discovered through the tender-cum-auction, wherever feasible and would be approved by the Board. In cases, where the tender- cum-auction is not possible, land can be allocated on licence basis at the latest SoR which would be the value notified under para-13 (c). However, allotment of land by not resorting to tender-cum- auction methodology should be exercised as an exception.

(b) The Port may also allot land inside the Custom bond area for activities vital to Port operations or for those which clearly aid Port activities and sea trade, such as, setting up of duty free shop, communication centres, parking facilities, passenger facilities like shopping centres, cyber cafes, health clubs etc. and security related activities. The tenure of license for such land will be decided by the respective Port Trust Boards and such tenure shall not exceed 5 years. All such proposals should, however, have the necessary statutory and/or administrative approvals. Land is to be allotted through tender-cum-auction

methodology through a competitive bidding process over the reserve price of such plots which shall be the updated SoR notified by TAMP. Land can also be allotted on nomination basis to CPSUs/SPSUs for activities that are vital to Port operations or which clearly aid port activities at the latest SoR which would be the value notified under para-13 (c).

10.2. **Renewal of existing land leases:**

Even though it would be ideal that land inside custom bond area is allotted on licence basis only, it is observed that some major Ports have allotted land on long term lease basis inside the custom bond area before the land policy guidelines issued in the year 2004 came into force and original lessees have created permanent structures on the land. The procedure outlined in Para 11.3 will also be adopted for renewal of lease of such lands inside the custom bond area.

11. Outside Custom Bond Area:

11.1 Licence of land:

Normally, land outside custom bond area shall be given on lease basis only. However, in specific cases, for reasons to be recorded in writing, land can be given on licence basis only for Port related activities. Licence of land outside custom bond area will also be governed by the same methodology and conditions as are applicable in case of land inside custom bond area, as spelt out in Para 10 above.

11.2. Fresh Leases:

- (a) Land should be leased only in accordance with the land use plan.
- (b) Land can be leased up to a maximum cumulative period of 30 years by the Port with the approval of the Board. Renewal of leases beyond thirty years and for a maximum cumulative period of 99 years should be recommended by the Port

Trust Board after satisfying itself that the same is required to be renewed and that the Port does not require the said land for its own use. Renewals will be granted through the Empowered Committee mechanism subject to the approval of the Government and renewals will be limited to a maximum cumulative period of 99 years.

- (c) In certain cases the lessee may require land for capital intensive investment like tank-farms, refineries etc. The Port, may at its option decide to fix the tenure of lease for a period which is more than 30 years. Such proposals are to be submitted with the recommendations of the Board to the Empowered Committee and Ministry for its approval. The Port in its land-use plan should identify land which can be allotted on long-term lease basis, i.e. for a tenure of 30 years and beyond.
- (d) Land shall be leased through tender -cum -auction methodology through a competitive bidding process over the reserve price of such plots which shall be the updated SoR notified by TAMP. At the tender -cum -auction stage, depending upon its financial requirement, the Port may decide to invite bids either on- (i) Upfront basis, where the bidding parameter is the one-time upfront payment offered by the bidder for the lease period and a nominal lease rent of Rs. One per square metre to be collected every year for the currency of lease period, or; (ii) Premium basis, quoted by the bidder over and above the Reserve Price in terms of the annual lease rent, calculated as per the provisions of para-13(b). While leasing out land on upfront basis, the Board shall fix the Reserve Price which would be the NPV of the sum total of annual lease rentals calculated as per Para 13(b), escalated annually at the rate approved by the Board as indicated in para 13(c). The discount factor would be the longest term G-sec rate as per the latest RBI Bulletin. In both cases, the Port shall keep equivalent of two years rentals as security deposit.

- (e) A Land Allotment Committee shall be constituted by the Port Trust Board consisting of Deputy Chairman of the Port, and Heads of Departments of Finance, Estate and Traffic. The Land Allotment Committee will finalise the Reserve Price as per the methodology explained above and in Para 13(b).
- (f) In respect of PPP projects, the annual lease rent based on latest SoR with the approved rate of annual escalation would be indicated to the bidders at the bidding stage itself. With respect to land allotted for captive facilities, the lease rentals for the land allotted shall be recovered from the user as per the annual lease rental based on latest SoR notified as per Para-13(c), with the approved rate of annual escalation. The lease rental, as well as the rate of annual escalation would be approved by the Port Trust Board.
- (g) For establishment of common utilities by local bodies like sewage plant, Government Schools and colleges and hospitals, etc, land can be allotted by the Port Trusts on nomination basis provided allotment is in the interest of the Port Trusts. The land allotted to such entities to be used exclusively for the purpose for which it has been allotted and under no circumstances, the usage can be changed. In case the leased land is not used for the purpose it is granted, the lease to be terminated and the land so allotted to be resumed by the Port. No transfer/sub-letting of such lease will be permitted. Concession upto 75% on the annual lease rent arrived at on the basis of updated SoR may be granted to government schools and colleges. Concession in lease rent can be provided by the Port Trust Board as provided under para 11.2 (h) for establishment of common utilities by local bodies like sewage plant, hospitals, etc provided they are in accordance with approved master plan of the city and the land is not required for the Port's own use.
- (h) Land can also be allotted on nomination basis to Government Departments, Statutory Local Bodies, Statutory Authorities/Autonomous Organisations under State/ Central Ministries, Central Public Sector Undertakings (CPSUs), State Public Sector Undertakings (SPSUs) and security agencies like State Police,

CISF, Coast Guard and Navy, subject to the availability of land and on the basis of updated SoR. In cases where any CPSU/SPSU/Statutory Authority enters into Joint Ventures (JV) with private party/parties and the said CPSU/SPSU/Statutory Authority is the lead promoter and has the largest share-holding in the said JV, Port Trust Board may decide to allot land to them also on nomination basis with the approval of the Port Trust Board after incorporating appropriate safeguards. Concession may be granted to security agencies and Government Departments only upto 50% of the annual lease rent. However, in respect of land to be allotted to government departments which are essential to the functioning of the Port like customs, electricity department, health department and for core security functions, concession upto 75% of the annual lease rental can be considered by the port. But such concession can be given for only small extent of land required for core operational purposes imperative for Port functioning and not otherwise. The issue of granting concession and the quantum may be decided on a case to case basis by the Port Trust Board, after recording the reasons in writing.

- (i) When entering into a joint venture for improving Port connectivity or Port development with any public authority, land required for such projects, valued at the latest SoR may constitute the equity of the Port in such joint ventures.
- (j) The Port Trusts should not entertain any proposal for allotment of land to religious institutions or for religious purposes or to political institutions.

11.3. **Renewal of Existing/Earlier Leases:**

- (a) In cases of renewal of existing/earlier leases with or without renewal option, the Port should verify if the land is required for its own use. If it is so required, the Port shall take possession of the land on expiry of lease.
- (b) If the land is not required by the Port for its own use, the Port should then check whether the land use is consistent with the land use plan and whether the lessees are not in default. Thereafter, if it is so, the following procedure will be adopted for renewal of lease of land outside the custom bond area.

- (c) During the process of renewal of existing/earlier leases, the Port is required to differentiate between those lease-agreements that provide for renewal and those that do not provide for such renewal at the end of the lease-period. In cases of renewal of existing leases, without renewal option at the end of the lease-term, the land will be put to tender-cum-auction with the first right of refusal to be extended to the existing lessee. The existing lessee should be allowed to match the H-1 bid. If any structure has been constructed by the earlier lessee on the leased land, it would be valued by a third party valuer to be agreed upon by the Port Trust and the earlier lessee and the successful bidder has to remit the value of the structures which would be passed on to the previous lessee. The bidding and auction would be only on the reserve price of the land. With a view to dissuade non-serious bids, EMD for a valid bid should be fixed at 10% of the latest SoR of the land being put on tender. If the only bidder is the existing lessee, the annual lease rental would be determined on the basis of the latest SoR notified as per Para 13(c) or the price quoted by the existing lessee in the tender-cum-auction, whichever is higher. The provision of first right will also apply to expired lease (possession has been taken by the Port) also in addition to existing leases.
- (d) In respect of lease agreements with renewal option, the lease can be renewed by the Port Trust Board by treating it as a fresh lease at the latest SoR notified as per para 13(c).
- (e) No renewal clause is to be provided in the lease-agreements entered into after coming into effect of these guidelines.
- (f) Any renewal of lease to the original party over and above the existing period is to be approved by the Board, provided that the cumulative lease period does not exceed 30 years.

- (g) Any extension beyond 30 years and for a maximum period of 99 years has to be recommended by the Port Trust Board and the same will be examined and scrutinized by the Empowered Committee which would satisfy itself regarding the justification for such extension and competitiveness of the rate at which such extension is to be granted. Thereafter, approval will be granted by the Government.

- (h) After the expiry/termination 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 unauthorizedly, the lessee shall be liable to pay compensation for wrongful use and occupation at three (3) times the annual lease rent based on the latest SoR, till vacant possession is obtained by the Port. In cases of land allotted on upfront basis, the equivalent annual lease rent would be calculated on pro-rata basis.

- (i) For existing leases, at the time of expiry/termination of lease, the lessee shall remove all structures at his own cost under the following conditions:
 - (a) Within three (3) months of expiry/termination, if Port decides not to re-auction that land; or,
 - (b) Three months after tender-cum-auction, if the existing lessee was not successful.

Beyond this period, the lessee shall be liable to pay compensation for wrongful use and occupation at three (3) times the annual lease rent, till vacant possession is obtained. In cases of land allotted on upfront basis, the equivalent annual lease rent would be calculated on pro-rata basis. If the Port so decides, for reasons to be recorded and approved by the Port Trust Board, it may also take over the structures after third party valuation of the assets with the concurrence of the lease holder. In case removal of structures is to be carried out by the Port, it would be at the cost of the lessee.

- (j) The process of renewal of existing leases should be initiated by the respective Ports well in advance, before the term of lease expires. The automatic renewal of existing leases should be preferably done within three months of receipt of such application for renewal. Liability to pay compensation for wrongful use by the lessee will not arise, if the delay in renewing such leases is wholly attributable to the Port.
- (k) In respect of old leases, where the terms of lease stipulate automatic renewal at pre-determined rates, such cases are to be reviewed by the Board on a case to case basis from the point of view of the reasonability of such terms of renewal, including the rates. In such cases, the endeavour should be to migrate to lease rentals based on latest market value.

12. **General- Applicable to existing and new leases:**

- (A) The lessee may be allowed to transfer the lease as per extant laws after obtaining prior approval of the Board of Trustees provided the transferee takes over all the liabilities of the original lessee/ allottee. Such transfer shall be for the remaining duration of the lease and in accordance with the Land Use Plan of the Port. Before allowing such transfer, the Port shall recover:-

(i). In case of leases granted on upfront basis

In case of those lands which were originally given on lease on upfront- rental basis, the transfer as per extant laws may be allowed subject to the transferee agreeing to pay the following:-

- (a) An undertaking for payment of the upfront rental as calculated on pro-rata basis for the balance period; and
- (b) A fee equal to 50% of the pro-rata upfront rental payable upto the time of transfer.

(ii). In case of leases granted on annual lease rent basis

In case of leases granted on annual lease rent basis transfer may be allowed subject to:-

- (a) An undertaking for payment of the annual lease rental for the balance period, and
- (b) A fee equivalent to 50% of the total lease rent payable by the original lessee upto the time of transfer.

B. Subletting :The existing lease holder may be allowed to sublet/partially sublet the leased premises to another party for the same purpose for which it was originally allotted. Also, such subletting shall be in accordance with the Land Use Plan and before allowing this, the Port shall recover 50 % of the rent charged by the lessee from the sub-lessee for the entire period of sub-lease irrespective of the fact whether land was originally allotted on upfront basis or annual rental basis. It is clarified that the original lessee would continue to remain responsible for payment of lease rent and for adherence to the terms and conditions of lease. However, in respect of leases which shall be entered into after the coming into effect of these guidelines, in cases where, the lessee is not able to utilize the entire land leased to him, the portion of the lease premises not required by him should be surrendered and no subletting shall be permitted. Port Trust shall refund proportionate lease rental when allotted on upfront premium basis. It is further clarified that leased premises also includes structures built on lease land for the purpose of recovering of subletting fee. Exemption from collecting subletting fee may be given in case of FTZ/SEZ wherein the business model is based on subletting only.

C. All proposals for transfer / subletting should be evaluated by the Land Allotment Committee and thereafter approved by the Board of Trustees.

D. NOC can be granted for mortgage of leasehold land, along with the permissible structures erected by the lessee thereon in favour of reputed financial institutions/ scheduled banks, subject to the Port retaining the first charge on them. The Board of Trustees may permit the mortgage on collection of a nominal fee

commensurate with the size and lease value of the land to be fixed by the Trust Board. All proposals for grant of NOC for mortgage may be duly recommended by the Land Allotment Committee and approved by the Chairman of the Port.

- E. Each lease agreement should specifically provide for termination of lease, if the leased land is not utilized for the purpose for which it is allotted, within two years of the allotment, or such shorter period as may be fixed at the time of approval of the lease. However, this period of two years can be extended by the Board maximum upto one more year from the date of physical possession of land in respect of security/ government agencies only. Similarly, each lease agreement should specifically provide for surrender of lease, subject to prior notice by the lessee at least 6 (six) months in advance and refund of proportionate upfront premium if the land was leased on upfront basis. Even in existing leases, in cases of premature surrender of lease, proportionate upfront premium to be refunded by the Port if the land was leased on upfront basis.
- F. After the expiry/termination of lease or forfeiture of lease on account of change of user assignment, etc., if the lessee continues to occupy it unauthorized, the lessee shall be liable to pay compensation for wrongful use and occupation at three times the annual lease rent, irrespective of the fact whether land was originally allotted on up front basis or annual rent basis, till vacant possession is obtained. In cases of upfront bidding, the annual lease rent would be determined on pro-rata basis
- G. If a lessee breaches/ violates any provision of Lease Agreement, the Port Trust Board would reserve the right to impose appropriate penalty on the lessee or cancel the lease depending upon the nature/ magnitude of breach/ violation. Such penalty may be imposed after giving a reasonable opportunity to the lessee to present his case.
- H. The Port would have the option to prescribe Minimum Guaranteed Traffic/ Minimum Guaranteed Revenue as conditions for fresh leases, if deemed fit.

- I. Licence fee for water area would be 50% of licence fee of abutting land.
- J. The Port Trust Board shall have the right to resume possession of the leased land in public interest before expiry of lease period. In such cases, subject to availability of land, the lessee may at the discretion of the Port Trust Board be given an option to relocate activities in another suitable location to be offered by the Port, as per the land use plan or refund of proportionate upfront premium if the land was leased on upfront basis.
- K. The Port Trust Board shall fix objective eligibility criteria for qualification of bidders, such as net-worth, tax certifications and non-pendency of mutually admitted Port dues.
- L. In respect of land situated adjoining to Defence Installations as defined in Works of Defence Act, 1903, prior concurrence of the Local Defence Authority will be required.
- M. Transfer of lease should not be permitted where land has initially been allotted on nomination basis or at concessional rates of lease rent.
- N. In respect of a case where the transferor extracts premium on the transfer of the lease, 50% of such premium is to be paid to the Port Trust.

13. **Market Value of land and SoR:**

(a) Land Allotment Committee may normally take into account the highest of the factors mentioned herein below to determine the latest market value of Port land. In case the land allotment committee is not choosing the highest factor, the reasons for the same have to be recorded in writing.

- i. State Government's ready reckoner of land values in the area, if available for similar classification/ activities.

- ii. Highest rate of actual relevant transactions registered in last three years in the Port's vicinity (the vicinity of the Port is to be decided by the respective Port Trust Boards), with an appropriate annual escalation rate to be approved by the Port Trust Board.
 - iii. Highest accepted tender-cum-auction rate of Port land for similar transactions, updated on the basis of the annual escalation rate approved by the Port Trust Board.
 - iv. Rate arrived at by an approved valuer appointed for the purpose by the Port.
 - v. Any other relevant factor as may be identified by the Port.
- (b) The Land Allotment Committee shall, while recommending the latest Market Value for any land would normally take into account the highest of the factors mentioned in Para 13 (a) above. Reserve Price in terms of the annual lease rent would be latest SoR determined in accordance with Para 13(a) and 13 (c) and would in no case be less than 6% of the latest market value recommended by the Port Trust.
- (c) The Port Trust would make a proposal as outlined in para 13(a) to TAMP for fixing the latest SoR of the land. The TAMP would notify the latest SoR of the land after following due process of consultation with stake holders within 45 days of receipt of the proposal. The Port Trust Board will fix a rate of annual escalation which would not be less than 2%. SoR would be refixed once in every 5 years by TAMP.
- (d) **Reserve Price for Auction:**

The reserve be the latest SoR with due escalation for all leases within and outside the Custom Bonded Area.

14. **Right of Way permission:**

The Right of Way permission for laying pipelines/conveyors etc., from jetties to the tank farms within & outside port area shall be given with approval of the Board. It shall neither be a lease nor a license. As far as possible, the pipeline

should be permitted only underground. There shall not be any allotment of land to a party for giving Right of Way permission. As far as possible, these shall be laid on common user basis and if the same pipeline is required by any other party, it shall be spared, on such terms as agreed between the parties and the Port Trust Board. The parties shall have to abide by the conditions specified by the Port. An indicative list of guidelines/conditions for Right of way permission is at Annexure to this document. The Policy for giving the Right of way permission and the terms and conditions shall be formulated by the respective Port Trust Boards.

15. **Transparency and Accountability Provisions:**

- (i) All proposals for transfer of leases, change of purpose/use, mortgage of land, Right of Way permission etc shall be recommended by the Land Allotment Committee and approved by the Port Trust Board.
- (ii) The allotments through tender-cum-auction shall only be done through e-tendering.
- (iii) All financial transactions related to land shall be made with authorized banks on e-payment basis.
- (iv) Details of latest market value assessed by Ports should be displayed on their websites. All matters relating to land bank belonging to a Port, including location and availability should be placed on their website.
- (v) Any proposal for fresh lease/ licence or renewal of existing lease/licence should be placed in the public domain and reasonable time provided for inviting comments / suggestions of the public.
- (vi) Any proposal for revision of the land use plan shall be published in the website of the Port Trust inviting objections and suggestions and shall be

finalised by the Board after considering the objections and suggestions received.

- (vii) In case of any ambiguity or doubt arising in regard to any provision, the Ministry of Shipping would have the powers to interpret and clarify the same within the overall framework and spirit of these guidelines.

- (viii) In case of any difficulty arising in implementing these guidelines, the Ministry of Shipping would have the powers to relax the provisions in these Guidelines, in public interest, within the overall framework and spirit of the guidelines.

Broad Terms and Conditions for issuance of Right of way Permission for laying Pipelines/conveyors etc.

1. The parties shall be allowed to lay pipelines/conveyors etc., on right of way basis and on purely temporary basis.
2. Only permission shall be given. There shall not be any allotment of land to the party nor is to be construed to be a lease or licence.
3. Facility compensation or right of way charges shall be paid by all parties. For the purpose of Right of way leave charges, the area occupied by pipelines shall be calculated based on the diameter and length of those pipelines. In case of multi-layer stacks, the physical area occupied by the multilayer pipeline/conveyor stacks shall be considered and the respective users shall be billed accordingly. As far as underground pipelines are concerned, if the users establish that the possession of surface area above the underground cross-country pipelines is not physically with them, the area occupied by such pipelines shall be considered as 50% of the diameter and length, for the purpose of levy of Right of Way charges.
4. As far as possible, the pipelines may be laid on common-user basis. If any other party wants to use the pipelines, they may be given permission on such terms as agreed to between the Parties and the Port Trust Board.
5. One time Supervision charges as a percentage of the cost of laying of pipelines/conveyors etc. in the port limits shall be paid by all the parties to the Port Trust. The charges would be applicable even if the supervision is done by a third party.
6. Each Port Trust Board would formulate and approve their own policy for one time supervision charges, MGT and additional compensation charges if any for granting way leave permission.
7. The Port Trust shall ensure that the wharfage and all other charges due to be paid by the party, shall be paid to the Port Trust for the cargo handled through the pipelines.
8. All statutory permissions including that of explosives and fire-safety etc., shall be obtained by the parties concerned from the respective authorities.
9. Port Trust shall reserve the right to direct the parties to remove the pipelines modify or re-route the pipelines in the exigencies or interest of the Port and the Party shall carry out the same at their own cost.
10. The party shall indemnify the Port Trust against all kinds of damages, loss to Port property, personnel etc., caused due to laying, maintenance and operation of pipelines.

11. The party shall follow all the relevant rules of the Port Trust and other statutory authorities such as the Chief Controller of Explosives, Nagpur and also provisions of other relevant statues etc.
12. The party shall take adequate safety measures and arrange for patrolling of their pipelines round the clock at their own cost.
13. The Port Trust shall not be held responsible for any loss, damages, pilferage etc., of the products from pipelines.
14. Other usual operating conditions as laid down by the Port Trust would apply.

POLICY GUIDELINES FOR LAND MANAGEMENT BY MAJOR PORTS, 2014

1. BACKGROUND

Land is one of the important resources with the Port Trusts to promote their business and accommodate the increasing traffic at the ports. As per the provisions contained in Sub-Section (1) of Section 34 of the Major Port Trusts Act, 1963, Ports are empowered to lease out land for a period up to 30 years and in case the period of lease is for more than 30 years, prior approval of the Central Government is necessary. The relevant portion of this Sub-Section is reproduced below:-

“Provided further that no contract for the acquisition or sale of immovable property or for the lease of any such property for a term exceeding thirty years and no other contract whereof the value or amount exceeds such value or amount as the Central Government may from time to time fix in this behalf, shall be made unless it has been previously approved by the Central Government.”

2. To regulate allotment of land, the Ministry of Shipping has been issuing guidelines from time to time. In the competitive environment that the ports operate, continuous review of these guidelines is imperative.

3. During the year 2003, a Committee on Port Land Policy was set up under Chairman, JNPT to examine among other things, the legal provisions, instructions issued periodically and to recommend a draft Land Policy which was simple, clear, unambiguous and easy to implement. The Committee submitted its report which was examined by the Ministry and the land policy guidelines were issued in the year 2004.
4. The salient features of Land Policy, 2004 were as under:-
 - (a) Land inside custom bond area was to be given on Licence basis for 11 months at Schedule of Rates. No sale or lease of land was permitted.
 - (b) Land outside custom bond area was to be given on lease (or) licence by inviting tenders.
 - (c) Land was to be leased only on upfront basis (or) annual lease basis. In case of annual lease, port was required to keep 5 years rent (or) 25% of total lease rent for duration of lease as security whichever is lower.
 - (d) Method of working out Schedule of Rates, market value of land, reserve price etc., were provided.
5. Thereafter, during the year 2009, Ministry of Shipping constituted a Committee under the Chairmanship of Additional Secretary & Financial Adviser with Chairmen of a few major ports, Managing Director, IPA and Joint Secretary (Ports) as Members, and the above Committee was given the following mandate:-
 - (a) to re-look at the policies which are directly having a bearing on the functioning of Major Ports; and

- (b) to recommend various steps for increasing efficiency of the ports and encourage private enterprise in functioning of major ports with a view to provide efficient and economic end to end solutions to the ultimate customers.
6. The Committee Report was examined and deliberated upon in the Ministry after which a 'draft Land Policy' was prepared. This draft Land Policy was put up on the web-site of the Ministry inviting comments and suggestions. After examining the suggestions, the Ministry issued the Land Policy 2010.
7. The salient features of Land Policy 2010 are as under:-
- Policy applicable to Major Port Trusts and Ennore Port except to land relating to Gandhidham Township of Kandla Port Trust.
 - Allotment of land inside custom bound area on (a) licence basis for 11 months (b) medium term lease basis upto 10 years for certain port related structures like conveyors, silos, pipelines etc.
 - Land outside custom bound area through competitive bidding process with reserve price as 6% of market value of plot.
 - Provisions for administrative reforms like computerisation of land management system and e-payment included.
 - Terms & conditions of way leave permission included.
 - Licence Fee for water area as 50% of licence fee of abutting land.

- In case of annual lease rent proposals, security deposit was reduced as one year lease rent.
 - A new clause was introduced for considering the leases beyond 30 years and for a maximum period of 99 years, to be finalised by an Empowered Committee comprising Secretary (Shipping), AS&FA (Shipping), JS, Ministry of Finance and concerned Adviser of Planning Commission.
8. Later a Draft Policy for land management by Major Ports 2012 was prepared by the Ministry and circulated to various stakeholders for comments and was also put up on the website of the Ministry inviting comments and suggestions. Simultaneously, Inter-Ministerial consultations were also done. Based on the inputs received, the “Policy Guidelines for land management by Major Ports, 2014” was finalised. The said guidelines have been approved by the Union Cabinet on 2/01/2014.
9. **Objectives** - The main objectives of the Policy are:-
- a) To ensure that land resources are put to optimum use as per the approved Land Use Plan with focus on retaining /attracting port traffic;
 - b) To ensure that optimum value is realized by licensing / leasing Port land through a transparent tender-cum-auction methodology.
 - c) The policy prescribes the procedure for revision of rates to enable maximum resource generation for the Ports and the methodology for regular updating of the rates in line with the market value

- d) The policy also recognizes the need for special dispensation for cases relating to educational and security purposes.
10. **Scope:** The policy is applicable for all Major Port Trusts and Ennore Port Limited except for the land relating to the Township areas of Kandla, Mumbai and Kolkata Ports for which separate policy will be formulated.
11. **Empowered Committee Mechanism:** There shall be an empowered Committee comprising of AS&FA (Shipping), Joint Secretary (Ports), Joint Secretary of the Department of Economic Affairs, and the concerned Adviser of the Planning Commission, for discharge of such functions as are allotted to it under this policy.
12. These policy guidelines for land allotment would be applicable to all new *PPP* projects also. For such projects, approval of the project by the competent authority will be taken as approval for the licence of the land component of the project.
13. **Land Use Plan:**
- Every Major Port shall have a Land use plan covering all the land owned and/or managed by the Port. Such plans shall be approved by the Board and a copy would be forwarded to the Government. Any proposal for revision of land use plan shall be finalized by the Board only after considering the objections and suggestions received from the various stakeholders. Land use plan of major ports shall be reviewed by the Board at least once in every five years.

14. Land Allotment Policy:

Land can be allotted either on licence or lease basis as per the approved Land use Plan/Zoning.

- 14.1 The expression “Lease” shall have the meaning assigned to it as in Section 105 of the Transfer of Property Act, 1882 . Accordingly, lease is defined as transfer of a right to enjoy immovable property, made for a certain time, expressly provided for, in consideration of a price paid or promised, or of money to be rendered periodically or on specified occasions to the transferor by the transferee, who accepts the transfer on such terms.
- 14.2 The expression “licence” shall have the same meaning assigned to it as in Section 52 of the Indian Easements Act, 1882. Accordingly, licence is defined as a right granted to another person by the grantor, to do or continue to do upon the immovable property of the grantor, something which would, in the absence of such right, be unlawful, and such right does not amount to an easement or an interest in the property.
- 14.3 The word “Port” and “Board” wherever used in the policy directives connote “Port Administration” and ‘Board of Trustees/ Directors’ respectively.

15. Custom bond area:

15.1. Fresh allotment of land:

- a) The land inside custom bond area, which is required on an immediate basis, shall be given on licence basis only and no lease may be permitted. Wherever feasible, such licence shall be issued only by inviting competitive tenders. The guidelines laying down the detailed procedure in this regard shall be framed and approved by the Board of the Port. The licence may be granted upto a maximum period of 11 months and shall be at the bid value discovered through the tender-cum-auction, wherever feasible and would be approved by the Board. In cases, where the tender-cum-auction is not possible, land can be allocated on licence basis at the latest market value which would be the value notified under para-18 (c). However, allotment of land by not resorting to tender-cum-auction methodology should be exercised as an exception.

- b) The Port may also allot land inside the Custom bond area for activities vital to Port operations or for those which clearly aid Port activities and sea trade, such as, setting up of duty free shop, communication centres, parking facilities, passenger facilities like shopping centres, cyber cafes, health clubs etc. and security related activities. The tenure of license for such land will be decided by the respective Port Trust Boards and such tenure shall not exceed 5 years. All

such proposals should, however, have the necessary statutory and/or administrative approvals. Land is to be allotted through tender-cum-auction methodology through a competitive bidding process over the reserve price of such plots which shall be worked out by the Land Allotment Committee of the Port and approved by the Port Trust Board. Land can also be allotted on nomination basis to CPSUs/SPSUs for activities that are vital to Port operations or which clearly aid port activities at the latest market value which would be the value notified under para-18 (c).

15.2. Renewal of existing land leases:

Even though it would be ideal that land inside custom bond area is allotted on licence basis only, it is observed that some major Ports have allotted land on long term lease basis inside the custom bond area before the land policy guidelines issued in the year 2004 came into force and original lessees have created permanent structures on the land. The procedure outlined in Para 16.3 will also be adopted for renewal of lease of such lands inside the custom bond area.

16. Outside Custom bond area:

16.1 Licence of land:

Normally, land outside custom bond area shall be given on lease basis only. However, in specific cases, for reasons to be recorded in writing, land can be given on licence basis only for Port related activities. Licence of land outside custom

bond area will also be governed by the same methodology and conditions as are applicable in case of land inside custom bond area, as spelt out in Para 15 above.

16.2. Fresh Leases:

- (a) Land should be leased only in accordance with the land use plan.
- (b) Land can be leased up to a maximum cumulative period of 30 years by the Port with the approval of the Board. Renewal of leases beyond thirty years and for a maximum cumulative period of 99 years should be recommended by the Port Trust Board after satisfying itself that the same is required to be renewed and that the Port does not require the said land for its own use. Renewals will be granted through the Empowered Committee mechanism subject to the approval of the Government and renewals will be limited to a maximum cumulative period of 99 years.
- (c) In certain cases the lessee may require land for capital intensive investment like tank-farms, refineries etc. The Port, may at its option decide to fix the tenure of lease for a period which is more than 30 years. Such proposals are to be submitted with the recommendations of the Board to the Empowered Committee for its approval. The Port in its land-use plan should identify land which can be allotted on long-term lease basis, i.e. for a tenure of 30 years and beyond.

- (d) Land shall be leased through tender -cum -auction methodology through a competitive bidding process over the reserve price of such plots which shall be worked out by the Land Allotment Committee of the Port and approved by the Port Trust Board and by TAMP. At the tender -cum -auction stage, depending upon its financial requirement, the Port may decide to invite bids either on- (i) Upfront basis, where the bidding parameter is the one-time upfront payment offered by the bidder for the lease period and a nominal lease rent of Rs. One per square metre to be collected every year for the currency of lease period, or; (ii) Premium basis, quoted by the bidder over and above the Reserve Price in terms of the annual lease rent, calculated as per the provisions of para-18(b). While leasing out land on upfront basis, the Board shall fix the Reserve Price which would be the NPV of the sum total of annual lease rentals calculated as per Para 18(b), escalated annually at the rate approved by the Board as indicated in para 18(c). The discount factor would be the longest term G-sec rate as per the latest RBI Bulletin. In both cases, the Port shall keep equivalent of two years rentals as security deposit.
- (e) A Land Allotment Committee shall be constituted by the Port Trust Board consisting of Deputy Chairman of the Port, and Heads of Departments of Finance, Estate and Traffic. The Land Allotment Committee will finalise the Reserve Price as per the methodology explained above and in Para 18(b).

- (f) In respect of PPP projects, the annual lease rent based on updated/latest market value with the approved rate of annual escalation would be indicated to the bidders at the bidding stage itself. With respect to land allotted for captive facilities, the lease rentals for the land allotted shall be recovered from the user as per the annual lease rental based on market value notified as per Para-18(c), with the approved rate of annual escalation. The lease rental, as well as the rate of annual escalation would be approved by the Port Trust Board.
- (g) For Government schools and colleges, land can be allotted by the Port Trusts on nomination basis provided allotment is in the interest of the Port Trusts. The land allotted to such entities to be used exclusively for the purpose for which it has been allotted and under no circumstances, the usage can be changed. In case the leased land is not used for the purpose it is granted, the lease to be terminated and the land so allotted to be resumed by the Port. No transfer/sub-letting of such lease will be permitted. Concession upto 75% on the annual lease rent arrived at on the basis of updated/latest market value may be granted to government schools and colleges.
- (h) Land can also be allotted on nomination basis to Government Departments, Statutory Local Bodies, Statutory Authorities/Autonomous Organisations under State/ Central Ministries, Central Public Sector Undertakings (CPSUs), State Public Sector Undertakings (SPSUs) and security agencies like State Police, CISF, Coast Guard and Navy, subject to the

availability of land and on the basis of updated/latest market value notified in accordance with Para 18(c). In cases where any CPSU/SPSU/Statutory Authority enters into Joint Ventures (JV) with private party/parties and the said CPSU/SPSU/Statutory Authority is the lead promoter and has the largest share-holding in the said JV, Port Trust Board may decide to allot land to them also on nomination basis with the approval of the Port Trust Board after incorporating appropriate safeguards. Concession may be granted to security agencies and Government Departments only upto 50% of the annual lease rent. However, in respect of land to be allotted to government departments which are essential to the functioning of the Port like customs, electricity department, health department and for core security functions, concession upto 75% of the annual lease rental can be considered by the port. But such concession can be given for only small extent of land required for core operational purposes imperative for Port functioning and not otherwise. The issue of granting concession and the quantum may be decided on a case to case basis by the Port Trust Board, after recording the reasons in writing.

- (i) When entering into a joint venture for improving Port connectivity or Port development with any public authority, land required for such projects, valued at its updated/latest market value may constitute the equity of the Port in such joint ventures.

- (j) The Port Trusts should not entertain any proposal for allotment of land to religious institutions or for religious purposes or to political institutions.

16.3. Renewal of Existing Leases:

- (a) In cases of renewal of existing leases with or without renewal option, the Port should verify if the land is required for its own use. If it is so required, the Port shall take possession of the land on expiry of lease.
- (b) If the land is not required by the Port for its own use, the Port should then check whether the land use is consistent with the land use plan and whether the lessees are not in default. Thereafter, if it is so, the following procedure will be adopted for renewal of lease of land outside the custom bond area.
- (c) During the process of renewal of existing leases, the Port is required to differentiate between those lease-agreements that stipulate automatic renewal and those that do not provide for such automatic renewal at the end of the lease-period. In cases of renewal of existing leases, without automatic renewal option at the end of the lease-term, the land will be put to tender-cum-auction with the first right of refusal to be extended to the existing lessee. The existing lessee should be allowed to match the H-1 bid. If any structures has been constructed by the earlier lessee on the leased land, it would be valued by a third party valuer to be agreed upon by the Port Trust and the earlier lessee and the successful bidder

has to remit the value of the structures which would be passed on to the previous lessee. The bidding and auction would be only on the reserve price of the land. With a view to dissuade non-serious bids, EMD for a valid bid should be fixed at 10% of the updated/latest market value of the land being put on tender. If the only bidder is the existing lessee, the annual lease rental would be determined on the basis of the updated/latest market value notified as per Para 18(c) or the price quoted by the existing lessee in the tender-cum-auction, whichever is higher.

- (d) In respect of lease agreements with automatic renewal option, the lease can be renewed by the Port Trust Board by treating it as a fresh lease at the updated/latest market value, notified as per Para 18(c).
- (e) No renewal clause is to be provided in the lease-agreements entered into after coming into effect of these guidelines.
- (f) Any renewal of lease to the original party over and above the existing period is to be approved by the Board, provided that the cumulative lease period does not exceed 30 years.
- (g) Any extension beyond 30 years and for a maximum period of 99 years has to be recommended by the Port Trust Board and the same will be examined and scrutinized by the Empowered Committee which would satisfy itself regarding the justification for such extension and competitiveness of the rate at which such

extension is to be granted. Thereafter, approval will be granted by the Government.

- (h) After the expiry/termination 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 unauthorizedly, the lessee shall be liable to pay compensation for wrongful use and occupation at three (3) times the annual lease rent based on updated/latest market value, till vacant possession is obtained by the Port. In cases of land allotted on upfront basis, the equivalent annual lease rent would be calculated on pro-rata basis.
- (i) For existing leases, at the time of expiry/termination of lease, the lessee shall remove all structures at his own cost under the following conditions:-
 - (a) Within three (3) months of expiry/termination, if Port decides not to re-auction that land; or,
 - (b) Three months after tender-cum-auction, if the existing lessee was not successful.

Beyond this period, the lessee shall be liable to pay compensation for wrongful use and occupation at three (3) times the annual lease rent, till vacant possession is obtained. In cases of land allotted on upfront basis, the equivalent annual lease rent would be calculated on pro-rata basis. If the Port so decides, for reasons to be recorded and approved by the Port Trust Board, it may also take over the structures after third party

valuation of the assets with the concurrence of the lease holder. In case removal of structures is to be carried out by the Port, it would be at the cost of the lessee.

- (j) The process of renewal of existing leases should be initiated by the respective Ports well in advance, before the term of lease expires. The automatic renewal of existing leases should be preferably done within three months of receipt of such application for renewal. Liability to pay compensation for wrongful use by the lessee will not arise, if the delay in renewing such leases is wholly attributable to the Port.
- (k) In respect of old leases, where the terms of lease stipulate automatic renewal at pre-determined rates, such cases are to be reviewed by the Board on a case to case basis from the point of view of the reasonability of such terms of renewal, including the rates. In such cases, the endeavour should be to migrate to lease rentals based on latest market value.

17. General - Applicable to existing and new leases:

- (A) The lessee may be allowed to transfer the lease as per extant laws after obtaining prior approval of the Board of Trustees provided the transferee takes over all the liabilities of the original lessee/ allottee. Such transfer shall be for the remaining duration of the lease and in accordance with the Land Use Plan of the Port. Before allowing such transfer, the Port shall recover:-

(i) In case of leases granted on upfront basis

In case of those lands which were originally given on lease on upfront- rental basis, the transfer as per extant laws may be allowed subject to the transferee agreeing to pay the following:-

- (a) An undertaking for payment of the upfront rental as calculated on pro-rata basis for the balance period; and
- (b) A fee equal to 50% of the pro-rata upfront rental payable upto the time of transfer.

(ii) In case of leases granted on annual lease rent basis

In case of leases granted on annual lease rent basis transfer may be allowed subject to:-

- (a) An undertaking for payment of the annual lease rental for the balance period, and
- (b) A fee equivalent to 50% of the total lease rent payable by the original lessee upto the time of transfer.

- B. The lessee may be allowed to sublet/partially sublet the leased premises to another party for the same purpose for which it was originally allotted. Also, such subletting shall be in accordance with the Land Use

Plan and before allowing this, the Port shall recover 50 % of the rent charged by the lessee from the sub-lessee for the entire period of sub-lease irrespective of the fact whether land was originally allotted on upfront basis or annual rental basis. It is clarified that the original lessee would continue to remain responsible for payment of lease rent and for adherence to the terms and conditions of lease. However, in respect of leases which shall be entered into after the coming into effect of these guidelines, in cases where, the lessee is not able to utilize the entire land leased to him, the portion of the lease premises not required by him should be surrendered and no subletting shall be permitted.

- C. All proposals for transfer / subletting should be evaluated by the Land Allotment Committee and thereafter approved by the Board of Trustees.
- D. NOC can be granted for mortgage of leasehold land, along with the permissible structures erected by the lessee thereon in favour of reputed financial institutions/ scheduled banks, subject to the Port retaining the first charge on them. The Board of Trustees may permit the mortgage on collection of a nominal fee commensurate with the size and lease value of the land to be fixed by the Trust Board. All proposals for grant of NOC for mortgage may be duly recommended by the Land Allotment Committee and approved by the Chairman of the Port.

- E. Each lease agreement should specifically provide for termination of lease, if the leased land is not utilized for the purpose for which it is allotted, within two years of the allotment, or such shorter period as may be fixed at the time of approval of the lease.

However, this period of two years can be extended by the Board maximum upto one more year from the date of physical possession of land in respect of security/ government agencies only. Similarly, each lease agreement should specifically provide for surrender of lease, subject to prior notice by the lessee at least 6 (six) months in advance.

- F. After the expiry/termination of lease or forfeiture of lease on account of change of user assignment, etc., if the lessee continues to occupy it unauthorized, the lessee shall be liable to pay compensation for wrongful use and occupation at three times the annual lease rent, irrespective of the fact whether land was originally allotted on up front basis or annual rent basis, till vacant possession is obtained. In cases of upfront bidding, the annual lease rent would be determined on pro-rata basis
- G. If a lessee breaches/ violates any provision of Lease Agreement, the Port Trust Board would reserve the right to impose appropriate penalty on the lessee or cancel the lease depending upon the nature/ magnitude of breach / violation. Such penalty may be imposed after giving a reasonable opportunity to the lessee to present his case.

- H. The Port would have the option to prescribe Minimum Guaranteed Traffic/ Minimum Guaranteed Revenue as conditions for fresh leases, if deemed fit.
- I. Licence fee for water area would be 50% of licence fee of abutting land.
- J. The Port Trust Board shall have the right to resume possession of the leased land in public interest before expiry of lease period. In such cases, subject to availability of land, the lessee may at the discretion of the Port Trust Board be given an option to relocate activities in another suitable location to be offered by the Port, as per the land use plan.
- K. The Port Trust Board shall fix objective eligibility criteria for qualification of bidders, such as net-worth, tax certifications and non-pendency of mutually admitted Port dues.
- L. In respect of land situated adjoining to Defence Installations as defined in Works of Defence Act, 1903, prior concurrence of the Local Defence Authority will be required.
- M. Transfer of lease should not be permitted where land has initially been allotted on nomination basis or at concessional rates of lease rent.
- N. In respect of a case where the transferor extracts premium on the transfer of the lease, 50% of such premium is to be paid to the Port Trust.

18. Market Value of land / Reserve Price:

- (a) Land Allotment Committee may normally take into account the highest of the factors mentioned herein below to determine the latest market value of Port land. In case the land allotment committee is not choosing the highest factor, the reasons for the same have to be recorded in writing.
 - (i) State Government's ready reckoner of land values in the area, if available for similar classification/ activities.
 - (ii) Highest rate of actual relevant transactions registered in last three years in the Port's vicinity (the vicinity of the Port is to be decided by the respective Port Trust Boards), with an appropriate annual escalation rate to be approved by the Port Trust Board.
 - (iii) Highest accepted tender-*cum-auction rate* of Port land for similar transactions, updated on the basis of the annual escalation rate approved by the Port Trust Board.
 - (iv) Rate arrived at by an approved valuer appointed for the purpose by the Port.
 - (v) Any other relevant factor as may be identified by the Port.
- (b) The Land Allotment Committee shall, while recommending the latest Market Value for any land would normally take into account the highest of the

factors mentioned in Para 18 (a) above. Reserve Price in terms of the annual lease rent would be considered as a percentage of the latest market value determined in accordance with Para 18(a) above, and would in no case be less than 6% of the latest market value, to be fixed by the Port Trust Board.

- (c) The Port Trust would make a proposal as outlined in para 18(a) to TAMP for fixing the market value of the land. The TAMP would notify the market value of the land after following due process of consultation with stake holders within 45 days of receipt of the proposal. The Port Trust Board will fix a rate of annual escalation which would not be less than 2%.

19. Right of Way permission:

The Right of Way permission for laying pipelines/conveyors etc., from jetties to the tank farms within & outside port area shall be given with approval of the Board. It shall neither be a lease nor a license. As far as possible, the pipeline should be permitted only underground. There shall not be any allotment of land to a party for giving Right of Way permission. As far as possible, these shall be laid on common user basis and if the same pipeline is required by any other party, it shall be spared, on such terms as agreed between the parties and the Port Trust Board. The parties shall have to abide by the conditions specified by the Port. An indicative list of guidelines/ conditions for Right of way permission is at Annexure to this document. The Policy for giving the Right of way permission and the terms and conditions shall be formulated by the respective Port Trust Boards.

20. Transparency and Accountability Provisions:

- (i) All proposals for transfer of leases, change of purpose/ use, mortgage of land, Right of Way permission etc shall be recommended by the Land Allotment Committee and approved by the Port Trust Board.
- (ii) The allotments through tender-cum-auction shall preferably and progressively be done through e-tendering.
- (iii) All financial transactions related to land shall be made with authorized banks on e-payment basis.
- (iv) Details of updated/latest market value assessed by Ports should be displayed on their websites. All matters relating to land bank belonging to a Port, including location and availability should be placed on their website.
- (v) Any proposal for fresh lease/ licence or renewal of existing lease/licence should be placed in the public domain and reasonable time provided for inviting comments / suggestions of the public.
- (vi) Any proposal for revision of the land use plan shall be published in the website of the Port Trust inviting objections and suggestions and shall be finalised by the Board after considering the objections and suggestions received.

- (vii) In case of any ambiguity or doubt arising in regard to any provision, the Ministry of Shipping would have the powers to interpret and clarify the same within the overall framework and spirit of these guidelines.
- (viii) In case of any difficulty arising in implementing these guidelines, the Ministry of Shipping would have the powers to relax the provisions in these Guidelines, in public interest, within the overall framework and spirit of the guidelines.

**BROAD TERMS AND CONDITIONS FOR
ISSUANCE OF RIGHT OF WAY PERMISSION
FOR LAYING PIPELINES/CONVEYORS ETC.**

1. The parties shall be allowed to lay pipelines/conveyors etc., on right of way basis and on purely temporary basis.
2. Only permission shall be given. There shall not be any allotment of land to the party nor is to be construed to be a lease or licence.
3. Facility compensation or right of way charges shall be paid by all parties. For the purpose of Right of way leave charges, the area occupied by pipelines shall be calculated based on the diameter and length of those pipelines. In case of multi-layer stacks, the physical area occupied by the multilayer pipeline/conveyor stacks shall be considered and the respective users shall be billed accordingly. As far as underground pipelines are concerned, if the users establish that the possession of surface area above the underground cross-country pipelines is not physically with them, the area occupied by such pipelines shall be considered as 50% of the diameter and length, for the purpose of levy of Right of Way charges.
4. As far as possible, the pipelines may be laid on common-user basis. If any other party wants to use the pipelines, they may be given permission on such terms as agreed to between the Parties and the Port Trust Board.

5. One time Supervision charges as a percentage of the cost of laying of pipelines/conveyors etc. in the port limits shall be paid by all the parties to the Port Trust. The charges would be applicable even if the supervision is done by a third party.
6. Each Port Trust Board would formulate and approve their own policy for one time supervision charges, MGT and additional compensation charges if any for granting way leave permission.
7. The Port Trust shall ensure that the wharfage and all other charges due to be paid by the party, shall be paid to the Port Trust for the cargo handled through the pipelines.
8. All statutory permissions including that of explosives and fire-safety etc., shall be obtained by the parties concerned from the respective authorities.
9. Port Trust shall reserve the right to direct the parties to remove the pipelines modify or re-route the pipelines in the exigencies or interest of the Port and the Party shall carry out the same at their own cost.
10. The party shall indemnify the Port Trust against all kinds of damages, loss to Port property, personnel etc., caused due to laying, maintenance and operation of pipelines.
11. The party shall follow all the relevant rules of the Port Trust and other statutory authorities such as the Chief Controller of Explosives, Nagpur and also provisions of other relevant statues etc.

12. The party shall take adequate safety measures and arrange for patrolling of their pipelines round the clock at their own cost.
13. The Port Trust shall not be held responsible for any loss, damages, pilferage etc., of the products from pipelines.
14. Other usual operating conditions as laid down by the Port Trust would apply.
