

**NOTICE INVITING TENDER**  
**KOLKATA PORT TRUST**  
**GENERAL ADMINISTRATION DEPARTMENT**  
**ESTATE DIVISION**  
**NIT No. KoPT/KDS/LND/40-2019 dated 15.10.2019**

Kolkata Port Trust (KoPT) invites E-Tender under two-part system (Part I: Techno-Commercial Bid and Part II: Price Bid) **for engagement of a Valuer for undertaking market valuation & determination of Monthly & Annual Rent of KoPT properties (both land & structures)** The prospective valuers fulfilling the following pre-qualification criteria shall only submit bids:-

(i) Valuers should have experience in similar works and should have completed valuation of property/ properties comprising Land and/ or Building valued at **Rs. 1,200 crores or more** without taxes in a single job, **during last 7 years ending on 31.03.2019**.for any Large Industry/ Financial Institution /Government concern (i.e. all PSUs/ Undertakings, Autonomous bodies under the State or Central Government including Income Tax Department, Indian Railways, Public Sector Banks, Port Trusts and High Courts)

(ii) The tenderer should have at least an average financial turnover of not less than **₹ 4,50,000/- (Rupees four lakh fifty thousand only)** in the last three financial years of 2016-2017, 2017- 2018 & 2018- 2019.

(iii) Either the tenderer himself or any person(s) in the pay-roll / empanelled with the tenderer is a registered member for valuation of Immovable Property with

- (a) the Institution of Valuer, and/ or
- (b) the Indian Institution of Valuer (India), and/or
- (c) Institution of Surveyors, and/or
- (d) any equivalent Institution.

Such individual person(s) shall be associated with the work from start to end, and in their absence, any other person(s) holding (a) equivalent or higher qualification and (b) same / similar membership of Institution may be engaged by the Valuer to carry out the balance work, with the consent of KoPT, prior to their engagement.

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

**SCHEDULE OF TENDER (SOT):**

a.	MODE OF TENDER	<b>E-Tender No: KoPT/Kolkata Dock System/LND/2/19-20/ET/58</b>  e-tender System by Online Part I - Techno-Commercial Bid and Online Part II - Price Bid through <b><u><a href="http://www.mstcecommerce.com/auctionhome/kopt/index.jsp">www.mstcecommerce.com/auctionhome/kopt/index.jsp</a></u></b> of MSTC Ltd. The intending bidders are required to submit their offers electronically as per following schedules through e-tendering portal. No tender shall be accepted by the office of KoPT, if submitted by hard copy, except some specified
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		documents (as mentioned hereunder in this tender document). The said specified documents shall have to be submitted to the specified tender box kept at the Extended office of Estate Manager, <b><u>Kolkata Port Trust (KoPT), at 6 FAIRLEY WAREHOUSE, 1<sup>st</sup> Floor Kolkata-700001</u></b>
b.	Duration of viewing of Tender Document	<b>From 16/10/2019 To 20/11/2019</b>
c.	Duration of submission of query by mail	<b>Till 04/11/2019</b>
d.	Pre-Bid Meeting	<b>At 12 noon on 06/11/2019</b> at the Extended office of Estate Manager, <b><u>Kolkata Port Trust (KoPT), Conference Room at 2<sup>nd</sup> Floor of 15, Strand Road, Kolkata-700001</u></b>
e	i) Estimated Cost Of Work	<b>Rs.15,00,000/- (Rupees fifteen lakh only) approx.</b>
	ii) Earnest Money Deposit	The intending bidders should submit Earnest Money of <b>Rs.30,000 (Rupees thirty thousand only)</b> in the form of Banker's Cheque/Demand Draft/ Pay Order in favour of Kolkata Port Trust.
	iii) Tender Fee	The intending bidders shall submit the tender cost of <b>Rs.590/- (Rupees five hundred and ninety only)</b> including GST@18% only (non-refundable) separately in the form of Banker's Cheque/Demand Draft/ Pay Order in favour of Kolkata Port Trust.
	iv) Transaction Fee	<b>iv) The intending bidders shall remit the Transaction fee of Rs.885/- (Rupees eight hundred and eighty five only) including GST @18% by NEFT/RTGS in favour of MSTC LIMITED (refer to clause. No. 3 of Annexure –I)</b>
f.	Last date and time of remittance of tender fee & Earnest Money Deposit in the form of Banker's Cheque/Demand Draft/ Pay Order in favour of Kolkata Port Trust	<b>Till 5 P.M. on 18/11//2019 at the</b> Extended office of Estate Manager <b><u>Kolkata Port Trust (KoPT), at 6 FAIRLEY WAREHOUSE, 1<sup>st</sup> Floor Kolkata-700001</u></b>
g	Last date and time of submission of online Techno-Commercial Bid and price Bid at <b><u>www.mstcecommerce.com/auctionhome/kopt/index.jsp</u></b>	<b>Till 5 P.M. on 20/11/2019</b>
h	Last date and time of submission of hard copies of the listed papers into the specified box kept in the office of Estate Manager	<b>Till 5 P.M. on 20/11/2019</b>
i	Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.	<b>Bidders should attempt to deposit Transaction Fee 3 days prior to closing of bid submission to avoid rejection of bid on account of failure to confirm receipt by MSTC”.</b>

**Estate Manager (R & D)  
ESTATE DIVISION  
GENERAL ADMINISTRATION  
DEPARTMENT  
KOLKATA PORT TRUST**

**KOLKATA PORT TRUST  
GENERAL ADMINISTRATION DEPARTMENT  
ESTATE DIVISION  
NIT No. KoPT/KDS/LND/40-2019 dated 15.10.2019**

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**KOLKATA PORT TRUST  
GENERAL ADMINISTRATION DEPARTMENT  
ESTATE DIVISION  
NIT No. KoPT/KDS/LND/40-2019 dated 15.10.2019**

**IMPORTANT INSTRUCTIONS TO E-TENDERER**

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

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

1.	<p><b>Process of E-tender:</b></p> <p><b>A) Registration:</b></p> <p>(i) The process involves registration of bidders with MSTC e-tender portal which is free of cost. For this purpose, any willing bidder is required to apply online through the MSTC website <a href="http://www.mstcecommerce.com/eprochome/kopt/index.jsp">www.mstcecommerce.com/eprochome/kopt/index.jsp</a> as per details given in this tender document.</p> <p>(ii) Only after registration, the bidder(s) can submit his/her/their bids electronically. The bidder should possess at least Class II signing type digital certificate (Bids will not be recorded without Digital Signature).</p> <p>(iii) Any willing bidder not yet in possession of at least Class II signing type digital certificate, would be required to obtain the same at their own cost and arrangement prior to participation in the instant tender.</p> <p>(iv) Bidders are to make their own arrangement for bidding from a P.C. connected with Internet. Neither KoPT nor MSTC shall be responsible for making such arrangement.</p> <p><b>SPECIAL NOTE: BOTH PRICE BID AND TECHNO-COMMERCIAL BID ARE TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.com/eprochome/kopt/index.jsp">www.mstcecommerce.com/eprochome/kopt/index.jsp</a></b></p> <p>1) Bidders are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → Port Lease Property → KOPT → Registration → Register as Bidders' Filling in details and creating own user-id and password → Submit.</p> <p><b>(Bidders who are already registered with MSTC for valuation need not register afresh).</b></p> <p>2) Bidders will receive a system generated mail confirming their registration in their e-mail ID which will be provided during filling in the registration form. Bidders are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem. In case of any clarification, bidders are advised to contact KoPT/MSTC (before the scheduled time of the e-tender). Contact person (KoPT):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">                     1. Name: Shri J. Sengupta                      Estate Division, KoPT, 5<sup>th</sup> Floor,                      Annexe Building, 15, Strand Road,                      Kolkata – 700001                      Contact No.03371012455                      E-mail id:                      estate.tender@kolkataporttrust.gov.in                 </td> <td style="width: 50%; padding: 5px;">                     2. Name: Shri S. Dasgupta                      Estate Division, KoPT, 5<sup>th</sup> Floor,                      Annexe Building, 15, Strand Road,                      Kolkata – 700001                      Contact No.03371012429                      E-mail id:                      estate.tender@kolkataporttrust.gov.in                 </td> </tr> </table> <p align="center">Contact persons (MSTC):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">                     1. Shri K Kranthi Kumar                      Email- <a href="mailto:kkkumar@mstcindia.co.in">kkkumar@mstcindia.co.in</a>                      Helpline no- (033)22901004                 </td> <td style="width: 50%; padding: 5px;">                     2. Shri Sabyasachi Mukherjee                      Email- <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a>                      Phone: 033 22812879                 </td> </tr> </table>	1. Name: Shri J. Sengupta Estate Division, KoPT, 5 <sup>th</sup> Floor, Annexe Building, 15, Strand Road, Kolkata – 700001 Contact No.03371012455 E-mail id: estate.tender@kolkataporttrust.gov.in	2. Name: Shri S. Dasgupta Estate Division, KoPT, 5 <sup>th</sup> Floor, Annexe Building, 15, Strand Road, Kolkata – 700001 Contact No.03371012429 E-mail id: estate.tender@kolkataporttrust.gov.in	1. Shri K Kranthi Kumar Email- <a href="mailto:kkkumar@mstcindia.co.in">kkkumar@mstcindia.co.in</a> Helpline no- (033)22901004	2. Shri Sabyasachi Mukherjee Email- <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a> Phone: 033 22812879
1. Name: Shri J. Sengupta Estate Division, KoPT, 5 <sup>th</sup> Floor, Annexe Building, 15, Strand Road, Kolkata – 700001 Contact No.03371012455 E-mail id: estate.tender@kolkataporttrust.gov.in	2. Name: Shri S. Dasgupta Estate Division, KoPT, 5 <sup>th</sup> Floor, Annexe Building, 15, Strand Road, Kolkata – 700001 Contact No.03371012429 E-mail id: estate.tender@kolkataporttrust.gov.in				
1. Shri K Kranthi Kumar Email- <a href="mailto:kkkumar@mstcindia.co.in">kkkumar@mstcindia.co.in</a> Helpline no- (033)22901004	2. Shri Sabyasachi Mukherjee Email- <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a> Phone: 033 22812879				

	<p><b>B) System Requirement:</b></p> <p>i) Windows 7 &amp; above Operating System ii) IE-7 and above Internet browser. iv) Signing type digital signature v) JRE software to be downloaded and installed in the system. To enable ALL active X controls and disable ‘use pop up blocker’ under Tools →Internet Options→ custom level.</p> <p>The system requirements are as follows:</p> <ul style="list-style-type: none"> <li>• Operating System- Windows 7 and above</li> <li>• Web Browser- Preferred IE 7 and above.</li> <li>• Active-X Controls Should be enabled as follows: Tools =&gt;Internet Options =&gt;Security =&gt;Custom Level =&gt; Enable all Active-X Controls =&gt;Disable “Use Pop-up Blocker”</li> <li>• Java (Latest is JRE 8 Update 201 – File name Windows X-86 Offline)</li> </ul> <p>To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p> <ul style="list-style-type: none"> <li>• Tools =&gt; Internet Options =&gt;Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.</li> <li>• Other Settings: Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under “browsing history/ Delete Browsing History” =&gt; Temporary Internet Files =&gt; Activate “Every time I Visit the Webpage”.</li> </ul> <p><b><u>For details, refer to the “Vendor Guide” and a video guide available under “View Video” Link.</u></b></p>
2.	<p><b>(i) Format of Bid:</b></p> <p>(A) Part I Techno-Commercial Bid will be opened electronically on specified date and time as given in the Tender Notice. Bidder(s) cannot witness electronic opening of bid since the same is not a public event.</p> <p>(B) Part II Price Bid: Price Bids of only techno-commercially qualified bidders shall be opened electronically. Bidder(s) cannot witness electronic opening of bid since the same is not a public event.</p> <p>Selection of successful bidder will be communicated to the bidder concerned by KoPT only after completion of Tender Process and approval of competent authority.</p> <p><b>Note :</b></p> <p>(i) Any necessary notice/ addendum/ extension notice/ corrigendum to the tender would also be hoisted in the e-tendering portal of M.S.T.C under the “<b>Notification</b>” Link</p> <p>(ii) E-tender cannot be accessed after the due date and time mentioned in this Tender Notice, unless extended further with due notice in the website.</p> <p>(iii) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
3.	<p><b>Special Note towards Transaction fee:</b></p> <p>The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail. Bidders may also</p>

	<p>remit the transaction fee by Netbanking/CC/DC using the Atom PG.</p> <p><b>Transaction fee is non-refundable.</b></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p>
4.	<b>Submission of on-line bid:</b>
4.1	The bidder(s), who has /have submitted the above fees, can only submit their Techno Commercial Bid and Price Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → E-Procurement→ KOPT →Login →My Menu→ Auc Floor Manager→ Live Events →Selection of the live event→ Techno Commercial and Price Bids.
4.2	The bidder should allow to run Java Encryption Applet by clicking on allow whenever the Pop-UP asks to do so. This exercise has to be done immediately after clicking on the Techno-Commercial bid. If this application is not allowed to run as and when prompted, the bidder will not be able to save/submit their bid and will get the error messages.
4.3	After submission of all mandatory information and uploading of all mandatory documents as mentioned in the Tender, the bidder should click ‘save’ for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled in and then the bidder should click on “save” to record their price bid. Once both the Techno-Commercial bid & Price bid are saved, the bidder can click on the “Submit” button to register their bid.
4.4	<b>Bidder’s alertness / duty:</b>
4.4.1	All correspondence to the bidder(s) after participation in the tender shall be sent by e-mail <b>only</b> during the process till finalization of tender by KoPT. Hence, the bidders are required to ensure that their e-mail ID provided is valid and updated at the stage of their registration with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate). In case of successful bidder the communication of ‘ <i>Allotment Letter</i> ’ will be through hard copy.
4.5	<b>Uploading of documents:</b> Bidders are advised to use ‘Attach Docs’ link in the bidding floor to upload documents in document library. Multiple documents can be uploaded. For further assistance, instructions of Vendor Guide are to be followed.
4.6	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his/her automatic acceptance of all the terms & conditions for the tender including those contained in the extension or any other notice/ corrigendum/ addendum/ clarifications, if any.
	<b>NOTE:</b>
	<p>(a) A bid can be edited and documents can be uploaded any number of times before the final submission of bid (i.e. before clicking on Sign &amp; Encrypt). Once the bid is submitted by clicking on Final Submission, further editing is not allowed.</p> <p>However, deletion of the bid, followed by resubmission of the bid, with no additional amount of EMD and tender fee, is allowed upto the closing time of the tender.</p> <p>Since replacement of any particular document already uploaded is not allowed by the System, the bidders are <b>strictly</b> advised to delete the entire bid and resubmit a fresh bid containing the revised document and refrain from uploading more than one document for a particular purpose otherwise the consequence of this deviation will be borne by the bidder only.</p>
	<p>(b) After the closing time of event has passed, no bid will be accepted by the system. Hence, bidders are advised to make final submission of their bids well within time.</p>

(c) In all cases, bidders should use their own ID and Password along with Digital Signature at the time of submission of their bid.
(d) During the entire e-tender- process, the bidders will remain completely anonymous to one another and also to everybody else with a view to discourage formation of Cartel. Any such formation will be strictly viewed and the entire Tender may be liable to be cancelled and EMD of the concerned Bidders liable to be forfeited including debarring such bidders from participating in future Tenders of Estate Division of KoPT.
(e) The e-tender floor shall remain open from the date, time & duration as will be announced and intimated by e-mail from MSTC/ KoPT, subject to extension of this duration as defined in this tender document.
(f) All electronic bids submitted during the e-tender process shall be legally binding on the bidder.
(g) KoPT reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, as the case may be, without assigning any reason thereof.

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## ANNEXURE-II

**KOLKATA PORT TRUST  
GENERAL ADMINISTRATION DEPARTMENT  
ESTATE DIVISION  
NIT No. KoPT/KDS/LND/40-2019 dated 15.10.2019**

**GENERAL INSTRUCTIONS TO THE BIDDERS**

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

Sl. No.	On-line submission of the following
(i)	Copies of the documents in support of experience/performance certificate/credential of works as per APPENDIX-II
(ii)	Copy of GST registration certificate
(iii)	Self attested papers to indicate the status of the firm, name and designation of the proprietors/ partners/ directors/ share holders etc. with profit sharing ratio and / or share holding pattern certified by concerned authorities or Chartered Accountant/ Company Secretary.
(iv)	Scanned copy of IT PAN Card and TAN (if available)
(v)	copies of audited Balance Sheet, Profit & Loss Account and Audit report for the last three financial years i.e. for 2016-2017, 2017- 2018 & 2018- 2019, to establish that an average financial turnover is not less than ₹ 4,50,000/- ( <b>Rupees four lakh fifty thousand only</b> ). The audit report should bear the office stamp and signature of the auditor(s) concerned .
(vi)	Scanned copy of IT return of the financial year 2018-19
(vii)	Copy of <b>Appendix - I, &amp; Appendix - III</b> duly filled in as enclosed in of this Tender Document
(viii)	Scanned copy of cancelled cheque.
(ix)	A work-plan with time dimension, in case the work is awarded to the tenderer
(x)	Self attested copy of proof of membership issued by any of the Institutions , in favour of either the tenderer or any person in the pay-roll / empanelled with the tenderer for valuation of Immovable Property as stated in Notice Inviting Tender in page-1
	<b>Off-line submission of the following</b>
(xi)	Remittance of Earnest Money Deposit (EMD) in the form of Banker's Cheque/Demand Draft/ Pay Order in favour of Kolkata Port Trust.
(xii)	Remittance of Tender Fee as in the form of Banker's Cheque/Demand Draft/ Pay Order in favour of Kolkata Port Trust
(xiii)	Self certified copy of partnership deed or Memorandum of Association & Article of Association, as applicable, for the bidder concerned.
	Clicking on "I agree" button to confirm having read and understood and agreed to all terms and conditions of the tender document, addendum, corrigendum, extension notice or any other communication



**Part – I: Techno-Commercial Bid**

**KOLKATA PORT TRUST  
GENERAL ADMINISTRATION DEPARTMENT  
ESTATE DIVISION  
NIT No. KoPT/KDS/LND/40-2019 dated 15.10.2019**

**DETAIL NOTICE INVITING TENDER**

**Name of Work:**

Engagement of a Valuer for undertaking market valuation & determination of Monthly & Annual Rent of KoPT [both at Kolkata Dock System (KDS) & Haldia Dock Complex (HDC)] properties (both land & structures).

E-tenders in two-bid system are invited for **engagement of a Valuer** for the subject work on fulfilling the pre- qualification criteria as mentioned at Page-1 of this document. The tenderer shall offer lump-sum fee for valuation of the properties situated both at Kolkata Dock System (KDS) & Haldia Dock Complex (HDC) as per Price Bid format of this tender document through online mode.

2. **Tender Fee:** Intending Tenderers shall deposit a sum of Rs.590/- (Rupees five hundred and ninety only) including GST@18% only as Tender Fee (NON- REFUNDABLE) in the form of Banker's Cheque/Demand Draft/ Pay Order drawn in favour of Kolkata Port Trust and issued by any scheduled Indian Bank.

3. **EMD:** Intending Tenderers shall deposit a sum of Rs. 30,000 (**Rupees thirty thousand only**) as Earnest Money(EMD) in the form of Banker's Cheque/Demand Draft/ Pay Order issued by any scheduled Indian Bank drawn in favour of Kolkata Port Trust without which no tender shall be accepted. The Banker's cheque/ Demand Draft/ Pay Order should be submitted in a sealed envelope as instructed in this tender document. Only those tenders submitted alongwith requisite amount of tender fee and Earnest Money in the manner stipulated in this tender shall be opened.

4. **Refund of EMD:** The amount of Earnest Money will be refunded or released to the unsuccessful tenderer(s) without interest after selection of the successful tenderer subject to the conditions of forfeiture of Earnest Money (EMD) as mentioned under Clause of **"Forfeiture of Earnest Money" below**. Earnest Money remitted by the successful tenderer shall be converted to Security Deposit.

5. **Interruption of activities"** In the event of any unforeseen circumstances such as holidays, bandhs, strikes, transport dislocation etc. on the scheduled day of pre-bid meeting / submission of offers / opening of techno-commercial part or price part of the tender, such activity shall take place at the same venue and at the same time of the next working day of KoPT.

6. **Acceptance of offer:** KoPT is at liberty not to accept the lowest or any other offer/ tender and reserves the right to accept any tender either in part or as a whole and to reject any tender without assigning any reason whatsoever.

7. **Downloading of tender document:** Tender Document has been hosted in the websites [www.mstcecommerce.com/auctionhome/kopt/index.jsp](http://www.mstcecommerce.com/auctionhome/kopt/index.jsp) &

[www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in). Interested bidders may download the tender document from these websites.

8. **Rejection of offer:** If the tenders are not submitted according to the instruction detailed in this tender document, those shall be liable for rejection.

9. **Forfeiture of Earnest Money:**

Any of the following will be sufficient ground for forfeiture of EMD:-

- (i) In case the tenderer withdraws the offer before expiry of the validity period.
- (ii) In case of non-acceptance of the offer letter for engagement for the work.
- (iii) In case of deviation from any of the terms & conditions of the tender till finalization of tender.
- (iv) In case of furnishing any false / misleading /tampered information in the tender offer as well as before finalization of tender.

10. **Validity:** The offer shall be kept valid for a period of 120 days from the date of opening of the techno-commercial part of the tender. The above validity period is, however, subject to extension, if agreed to by the bidder in response to any request made by KoPT.

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

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

12. **Offer Preparation Cost:** The bidder shall be responsible for all the costs associated with the preparation of its offer and its participation in the tender. KoPT will not be responsible in any manner for such costs, regardless of the conduct or outcome of the tender process.

13. **Tests of Responsiveness:**

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

- (i) is received in the manner as described in this tender document;
- (ii) is accompanied by requisite Tender fee and requisite EMD, as stipulated.;
- (iii) is accompanied by all the forms and formats dully filled in/ executed, as the case may be;
- (iv) contains all the information as requested in the tender document;
- (v) does not show inconsistencies between the offer and the supporting documents;
- (vi)

14. **Clarifications:**

To assist in the process of evaluation of Tender, KoPT may, at its sole discretion, ask any bidder to provide additional documents / details or KoPT may seek clarifications in writing from any bidder regarding its offer. The request for providing such additional details / documents and / or clarification and the response shall be in writing through e-mail as provided above.

**15. Confidentiality:**

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

**16. Conflict of Interest:-** In the event of Conflict of Interest arising in any manner as narrated below, the concerned tender / offer may be rejected without any reference to the tenderer:-

(i) The conflict of interest would be deemed to have arisen if any participating tenderer has any professional or commercial relationship with any other tenderer participating in the instant tender. However, this would not be applicable for independent Valuer any tenderer intends to engage.

(ii) The conflict of interest would also be deemed to have arisen if any participating tenderer happens to be an existing licensee / lessee/ sitting occupant / unauthorised occupant of any KoPT land / property.

(iii) The conflict of interest would also be deemed to have arisen if the selected tenderer becomes a licensee / lessee/ sitting occupant / unauthorised occupant of any of the KoPT land / property till its final report is accepted by KoPT.

(iv) Failure in fulfillment of the above three clauses pertaining to the Conflict of Interest, if revealed, would render the offer of such tenderer liable for rejection or selection of any Valuer null and void, as the case may be, without any reference and compensation to the tenderer / Valuer.

**Estate Manager (R & D)**  
**ESTATE DIVISION**  
**GENERAL ADMINISTRATION DEPARTMENT**  
**KOLKATA PORT TRUST**

.....

## ANNEXURE-IV

### Part – I: Techno-Commercial Bid

**KOLKATA PORT TRUST  
GENERAL ADMINISTRATION DEPARTMENT  
ESTATE DIVISION  
NIT No. KoPT/KDS/LND/40-2019 dated 15.10.2019  
INSTRUCTION TO TENDERERS**

1. The tenderer is to work out his rates on Lump-sum fee basis.
2. **Taxes and duties-** The prices quoted shall include all allied expenses and taxes excluding GST, which shall be paid extra.
3. **Escalation** - No escalation of the quoted/agreed rate will be entertained during the period of empanelment and thus, the rate should be quoted with due consideration of the same.
4. **Terms of Payment** - The payable amount shall be remitted in Indian Rupee only through Bank ECS for which the Valuer shall have to furnish relevant bank particulars to KoPT. Each stage payment, as stated below, shall normally be made within a period of 30 days from the date of receipt of the relevant bill in order.
  - 4.1 Payment of 50% of the total fee alongwith GST as applicable thereon, shall be released after acceptance of the draft Report by LACs of both KDS and HDC.
  - 4.2 Payment of next 35% of the total fee alongwith GST as applicable thereon, shall be released after acceptance of the report by KoPT Board.
  - 4.3 The balance 15% payment alongwith GST as applicable thereon, shall be released after the notification of revised Rate of Rent by TAMP.

NOTE:

- (a) Income tax, any other tax as per Statutory Provisions of Govt. of India and Govt. of West Bengal shall be deducted by KoPT from each Bill. A certificate in this regard shall be furnished by KoPT.
- (b) GST has to be indicated in the bill separately with GST Registration No. and other particulars. The percentage of GST, as applicable, will be paid extra to the Valuer on the payable amount.
- (c) A self attested copy of PAN Card/ TAN Registration Certificate of the Valuer shall have to be attached alongwith each bill.

5. **Evaluation Criteria** –

- 5.1 The evaluation shall be on the **lowest offer** basis out of the offers submitted by the techno-commercially qualified tenderers. The Price Offer Part (Cover –II) of techno-commercially qualified tenderers only shall be opened online.
- 5.2. KoPT is, however, not bound to accept the lowest offer or any offer/tender and reserves the right to accept any tender and to reject any tender without assigning any reason whatsoever.
6. **Tie in rates** - If two or more Tenderers offer the same lowest rate, such Tenderers would be asked to quote a rebate on their respective quoted rate within two working days from the date of opening of the Price Bids in order to enable KoPT to ascertain the lowest Tenderer

and the Tenderer offering the higher /highest rebate will be considered as the 'Successful Tenderer'.

7. **Security Deposit:-** The amount of Security Deposit shall be ₹ 1,50,000.00 (Rupees one lakh fifty thousand only). Out of the total SD amount, ₹ 30,000/- (Rupees thirty thousand only) will be adjusted by converting EMD to SD. Balance amount, viz. ₹ 1,20,000/- (Rupees one lakh and twenty thousand only) shall be deposited by the successful tenderer within 30 days from the date of receipt of the work order through Demand Draft/Banker's Cheque to be drawn on Kolkata branch of any scheduled bank in favour of 'Kolkata Port Trust' payable at Kolkata.

7.1 The Security Deposit shall be refunded/ released without interest after acceptance of the final report of the valuer complete in all respects with modification, if any, by TAMP.

7.2 Notwithstanding anything mentioned above, the successful tenderer may alternatively submit a Bank Guarantee of equivalent balance amount of Security Deposit (i.e. ₹ 1,20,000/-) in the form of Bank Guarantee within 30 days from the date of receipt of the work order on any Kolkata Branch of any Scheduled Bank as per format to be provided by KoPT (having suitable validity period with a claim period of three months thereafter).

8. **Pre-bid meeting-** A pre-bid meeting shall be held at Conference Room located at 2<sup>nd</sup> Floor of KoPT Head Office located at 15 Strand Road, Kolkata-700001 at 12-00 hrs. on 06.11.2019. In this connection, the interested tenderers may send advance queries to the e-mail id: estate.tender@kolkataporttrust.gov.in. KoPT will be at liberty to amend tender document and issue addendum, if needed, pursuant to such pre-bid meeting or otherwise.

Any addendum/corrigendum, if issued, shall be hoisted in both KoPT & MSTC websites and the same shall be part and parcel of this tender document.

**Estate Manager (R & D)**  
**ESTATE DIVISION**  
**GENERAL ADMINISTRATION DEPARTMENT**  
**KOLKATA PORT TRUST**

.....

## ANNEXURE-V

### Part – I: Techno-Commercial Bid

**KOLKATA PORT TRUST  
GENERAL ADMINISTRATION DEPARTMENT  
ESTATE DIVISION  
NIT No. KoPT/KDS/LND/40-2019 dated 15.10.2019**

#### SCOPE OF WORK

The under-mentioned Scope of Work is guided by the Policy Guidelines for Land Management by Major Ports, 2015 with clarifications (As reproduced at Appendix-VI of this tender document).

#### **A.1**

- (i) To collect relevant data/document from all required sources including offices of the Sub-Registrar concerned;
- (ii) To analyse the collected data/document and
- (iii) To fix market value for each zone of KDS and HDC as detailed in Annexure-I and II, on sampling basis, by a standard norm applicable for valuation. The market value should be fixed following the principles laid down in Land Policy Guidelines.

**A.2** To submit report containing market valuation of KoPT properties (land components and structures for each zone of KDS and HDC as detailed in Appendixes-IV and V) based on A.1 above, by giving due cognizance to the factors which may be contributing towards wide variation of market rates amongst adjacent plots within the same zone and against that backdrop, also to record reasoning for retention of the boundary of the existing zones or to recommend otherwise for redefining any zone(s).

**A.3** To indicate the Annual Rent with reason based on the market valuation as a percentage of annual yield (at least 6% or more), as may be recommended by the Valuer as well as the rate of annual escalation on the Annual Rent with reason (at least 2.5% or more for KDS & at least 2.0% or more for HDC), as may be recommended by the Valuer alongwith the final report.

**A4.** Valuer will also help KoPT to prepare the Tariff Proposal to be submitted before TAMP.

**B.** To submit 6 hard copies plus one soft copy separately to HDC & KDS (in the format of Microsoft Word) of any draft for any part of or the entire area covered within the scope of work and also to submit 6 hard copies plus one soft copy (in the PDF format) of the final report (**with separate chapter on valuation for KDS & HDC**), after incorporating necessary amendments as per suggestions/ request of KoPT. The Final report thus prepared should be submitted separately to HDC & KDS in the manner stated above.

**C.** To present the draft and final reports before (i) the Land Allotment Committees (LACs) of KoPT (separate LACs for KDS & HDC) and /or any other committee(s), if constituted by KoPT to assist the Land Allotment Committees, (ii) KoPT Board (iii) TAMP (Tariff Authority of Major Ports) and any other committee(s), as may be necessary (even after submission of the final report), and to furnish all clarifications/ particulars to the queries of KoPT and TAMP, as may be necessary, including remarks on the comments of various stakeholders who may be consulted by TAMP.

#### **Note:**

I. In connection with the above work, the Valuer shall interact with the officers concerned of KDS and/ or HDC, as and when necessary.

II. Separate teams may be deployed by the Valuer to carry out the work pertaining to KDS & HDC simultaneously.

III. Draft report may be submitted in phases, separately for KDS & HDC, so as to enable KoPT to start simultaneous examination of the same without waiting for the complete draft, thereby enabling KoPT to optimize the time of examination of the draft report.

IV. The fee to be quoted by the tenderer shall be inclusive of all charges including transportation charges for their visits to different places of Kolkata Port Trust including Haldia Dock Complex and other outstation properties of KoPT. No travelling expenses for this purpose will be separately paid by KoPT. However, if the successful tenderer is required to present their final report at Mumbai, the travelling expenses (at the rate as applicable for economy class of any domestic airlines in India) and lodging expenses (either in the Guest House of Mumbai Port Trust or any 3 star hotel) for required number of days, and required No. of visits, for two persons of the Valuer will be reimbursed by KoPT alongwith the final stage payment or borne by KoPT.

V. KoPT will try to provide suitable accommodation on Free of cost basis to the visiting officials of the successful tenderer at Haldia, Saugor etc., within its limit, for the purpose of carrying out the study, subject to availability of such accommodation. The successful tenderer will bear the charges for food and other arrangements during their stay at any Guest House of KoPT.

VI. All the draft reports as well as the final report shall be signed by the authorized person(s) of the valuer and atleast one of such persons shall be one from the list to be indicated by the tenderer as per format at Appendix – III of this tender document or any person in his replacement as per terms of the tender as to suitability of replacement of the nominated person.

**Estate Manager (R & D)**  
**ESTATE DIVISION**  
**GENERAL ADMINISTRATION DEPARTMENT**  
**KOLKATA PORT TRUST**

## ANNEXURE-VI

### Part – I: Techno-Commercial Bid

**KOLKATA PORT TRUST  
GENERAL ADMINISTRATION DEPARTMENT  
ESTATE DIVISION  
NIT No. KoPT/KDS/LND/40-2019 dated 15.10.2019**

### SPECIAL CONDITIONS OF CONTRACT

**Tender for engagement of a Valuer for undertaking market valuation & determination of monthly and Annual rent of KoPT properties (both land & structures)**

1. **Sequence of activities vis-à-vis Time of Completion**

<i>No.</i>	<i>Stages of Activity</i>	<i>Time of completion</i>
I.	The Valuer shall prepare the 1 <sup>st</sup> draft report for market valuation for the entire area including land and structures within the scope of work containing <b>A1, A2 &amp; A3</b> of the Scope of Work as mentioned above and shall submit the same in phases for examination by the officials of KoPT.	To be submitted by the Valuer in phases <b>within 4 months</b> from the date of receipt of work order.
II.	KoPT shall examine the 1 <sup>st</sup> Draft report in consultation with the successful tenderer and intimate to them the modifications / amendments needed in the 1 <sup>st</sup> draft report. The successful tenderer will thereafter incorporate the modifications / amendments and submit the 2 <sup>nd</sup> draft report to KoPT.	Tentatively, this would require KoPT to complete the exercise <b>within 30 days</b> from the date of receipt of the last phase of the 1 <sup>st</sup> draft report for KDS/ HDC.
III.	The 2 <sup>nd</sup> draft report to be submitted by the successful tenderer shall be examined by the designated committees of KoPT both for Haldia and Kolkata. The successful tenderer, will be required to interact with such designated committees at Haldia and Kolkata and if required will make presentations on the 2 <sup>nd</sup> draft report.	The Valuer shall submit the 2 <sup>nd</sup> draft report in phases <b>within 15 days</b> from the date of receipt of the last communication for modification / addendum / amendment etc of the 1 <sup>st</sup> draft report, from KoPT.
IV.	The successful tenderer, will be required to amend/modify the 2 <sup>nd</sup> draft report pursuant to the interactions made with the designated committee and submit the draft report. The draft report will be placed by the designated committee for approval of the KoPT Board.  The successful tenderer will make presentation before the Board of Trustees.	In case of requirement of further amendment of the report, the Valuer shall submit the same <b>within 15 days</b> from the date of receipt of communication in this regard.
V.	Once the entire report covering market valuation of all the properties including land and structures is accepted by the Board, the report shall be forwarded to the Tariff Authority for Major Ports (TAMP) for acceptance. Otherwise, if required by KoPT Board, the Valuer shall further amend and resubmit the draft report accordingly. The Valuer shall furnish replies to the queries raised by TAMP as well as remarks on the comments of the lessees / licencees, who may be consulted in the process of rate fixing by TAMP and if required, will make a	In case of requirement of further amendment of the report, the Valuer shall submit the same <b>within 15 days</b> from the date of receipt of communication in this regard.



	presentation there.	
VI.	If directed by TAMP, the Valuer shall further amend and resubmit the draft report accordingly.	In case of requirement of further amendment of the report, the Valuer shall submit the same <b>within 15 days</b> from the date of receipt of communication in this regard.

2. **Delay:** - In case the Valuer apprehends any delay likely to be caused at any stage due to conditions or circumstances beyond his control, the same must forthwith be informed in writing to the Estate Manager, KoPT for his consideration and decision regarding condonation of delay.

3. **LD Clause:-** In the event of delay attributable to the Valuer in completing the work, liquidated damage (LD) will be deducted as compensation @ ½ % per week or part thereof on the total order value, subject to a maximum of 10% of the total order value [in other words, total LD will not be more than 10% of the total order value]. If LD is to be deducted, the same will be deducted from the final bill after determining the net delay, if any. The net delay shall be the cumulative delay of all the stages after offsetting the gain in the No. of days for early completion, if any, at any stage. An example for calculation of net delay is appended below for the sake of clarity of this stipulation.

(a) Against stipulated time of completion of 3 months for stage I of activity, let the actual period required to complete the Stage I be 3 months 15 days.

Therefore delay in Stage I= 3 months 15 days — 3 months =15 days (Delay is '+ 15 days') .....(A)

(b) Against stipulated time of completion of 15 days for stage III of activity, let the actual period required to complete the Stage III is 10 days.

Therefore days saved in Stage III= 15 days — 10 days = 5 days (Delay is '-5 days') .....(B)

(c) Against stipulated time of completion of 15 days for stage IV of activity, let the actual period required to complete the Stage IV is 15 days.

Therefore days saved in Stage IV= 15 days — 15 days = 0 days (Delay is '0' day') .....(C)

(d) Against stipulated time of completion of 15 days for stage V of activity, let the actual period required to complete the Stage V is 10 days.

Therefore days saved in Stage V= 15 days — 10 days = 5 days (Delay is '-5 days') .....(D)

(e) Against stipulated time of completion of 15 days for stage VI of activity, let the actual period required to complete the Stage VI is 10 days.

Therefore days saved in Stage VI= 15 days — 10 days = 5 days (Delay is '-5 days') .....(E)

Therefore **net delay as determined by adding A to E above =**

$$= (+15) + (-5) + (0) + (-5) + (-5) = 0$$

**Hence, the net delay is nil.**

4. **Contract Agreement:-** The successful tenderer, at their cost and expense, shall be required to enter into and execute a Contract Agreement with KoPT as per format enclosed with this tender document on a non-judicial stamp paper of atleast ₹ 60/- (Rupees Sixty only) within 30 days after receipt of work order without which no payment shall be released.

5. **Port Area Obligation:** The Dock area is a custom bounded area and as such the valuer shall comply with all regulations of the port and custom authorities and those as may be imposed from time to time.

6. **Dock Permit:** - For works in Dock area, Dock permit as required for men, materials, vehicles etc. are to be procured free of cost by the valuer as per recommendation of the KoPT officials, indicating the specific number of free permits to be issued. However, for creation of individual ID in permit system, a charge as applicable will be levied per person (one time)

even for companies/ Individuals who have been granted permission to obtain free permits by KoPT.

**7. Sub-contract:-** The valuer shall carry out the entire work themselves and shall not sub-contract the work or part thereof to any other Valuer at all.

**8. Disputes:-** In the event of any disagreement/dispute between the officials of KoPT and the Valuer, decision of the Chairman, KoPT shall be final and binding on both the parties.

**9. Termination: -** Without being liable for any compensation to the Valuer, KoPT, may, in its absolute discretion, terminate the contract with a notice period of one month (including seven days to send reply to the show-cause notice) due to occurrence of any of the following and KoPT's decision in this respect shall be final and conclusive:

- i. The Valuer has abandoned the assignment.
- ii. In KoPT's opinion, either the performance of the Valuer is not satisfactory or the work is not getting completed within the agreed period on account of Valuer's lapses.
- iii. The Valuer has failed to commence the work or has, without any lawful excuse under these conditions, kept the work suspended despite receiving KoPT's written notice to proceed with the work.
- iv. The Valuer has failed to depute representative or has failed to continue to do so for smooth progress of the work.
- v. The Valuer is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
- vi. Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the Valuer to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to secure the work order or to the execution of the contract.
- vii. The Valuer is adjudged insolvent or enters into compromise with his creditors or goes into liquidation either compulsorily or voluntarily.
- viii. The Valuer has acted in such a manner that there is reason to infer that a conflict of interest has arisen.
- ix. Violation of clause of confidentiality as per Appendix-I of this tender document.
- x. Breach of any other term(s) as per Appendix-I of this tender document.

9.1 Upon receipt of the letter of termination of work, the Valuer shall hand over all the materials, as may have been received by him from KoPT in connection with the instant work within 7 days of receipt of such letter.

9.2 In all such cases of Termination of work, KoPT shall have the power to complete the Work through any other agency at the Valuer's risk and expense and the Valuer shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Valuer, had he duly completed the whole of the work in accordance with the contract.

9.3 Upon termination of contract, the Valuer shall be entitled to receive payment of only 90 % of the value of the work actually done and subject to recoveries as per contract, provided the work done so far is upto the satisfaction of KoPT.

9.4 KoPT shall have the power to retain all moneys due to the Valuer until the work is completed by other agency and the Valuer's Liabilities to the Trustees are ascertained in all respects.

9.5 In such event of termination of the contract, the Security deposit shall be forfeited and in case SD has not been furnished, the EMD shall be forfeited.

10. **Guideline:-** Notwithstanding anything contained otherwise, the work shall be guided by Policy Guidelines for Land Management by Major Ports, 2015 (as given at Annexure III of this tender document) and all amendments thereof.

11. **Sufficiency of the drawings:** The drawings and all data/ information, as furnished by KoPT, or inspected and / or collected by the valuer for the purpose of the work should be properly assessed, interpolated or utilized at his own responsibility and KoPT does not guarantee sufficiency or adequacy of the data/ information so supplied to him or collected or understood by the valuer.

12. **Confidentiality and Non Disclosure:** The valuer shall maintain confidentiality of the work being undertaken and shall not disclose information to any person other than the person who has been engaged the valuer. The valuer shall also ensure that the employees of his organization also follow the policy of confidentiality and non-disclosure.

**Estate Manager (R & D)**  
**ESTATE DIVISION**  
**GENERAL ADMINISTRATION DEPARTMENT**  
**KOLKATA PORT TRUST**

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**KOLKATA PORT TRUST  
GENERAL ADMINISTRATION DEPARTMENT  
ESTATE DIVISION  
NIT No. KoPT/KDS/LND/40-2019 dated 15.10.2019**

**Part –II: PRICE BID  
(TO BE SUBMITTED ONLINE)**

Engagement of a Valuer for undertaking market valuation & determination of Monthly & Annual Rent of KoPT properties (both land & structures)

Lump-sum fee [excluding taxes] for undertaking market valuation & determination of monthly and Annual Rent of KoPT properties (both land & structures) under Kolkata Dock System (KDS) & Haldia Dock Complex (HDC) as per Scope of Work and terms of the tender	<b><i>NOT TO BE QUOTED HERE</i></b>
	Rs.....
	[Rupees.....
	..... only ]

**NOTE**

- a. The evaluation of Price Offer will be done on lowest rate basis.
- b. The prices quoted shall be including all allied expenses and taxes excluding GST which will be paid extra.
- c. If two or more Tenderers offer the same lowest rate, such Tenderers would be asked to quote a rebate on their respective quoted rate within two working days from the date of opening of the Price Bids in order to enable KoPT to ascertain the lowest Tenderer and the Tenderer offering the higher /highest rebate will be considered as the ‘Successful Tenderer’.

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

**NIT No. KoPT/KDS/LND/40-2019 dated 15.10.2019**

**FORMAT OF UNDERTAKING DULY FILLED IN TO BE Uploaded BY THE TENDERER**

I (signatory of this undertaking), .....son/daughter of  
..... aged about .....years, by faith ....., by occupation  
....., residing at .....do

hereby solemnly affirm and state as follows:

- I / We am/are a citizen/citizens of India;
- I / We have not been found guilty of misconduct in professional capacity;
- I / We am/ are not an undischarged insolvent;
- My/ Our PAN Card number/Service Tax number as applicable are ..... and ..... respectively;
- I / We have read and understood the terms and conditions contained in the tender No. **KoPT/KDS/LND/40-2019 dated 15.10.2019**
- I / We agree to all the terms and conditions contained in the tender No. **KoPT/KDS/LND/40-2019 dated 15.10,2019** ;
- I / We undertake to keep you informed of any event or happening which would make me/ us ineligible as a Valuer/;
- I/ We have not been delisted / debarred/ blacklisted by any Govt. Ministry/ Department/ PSU/ Autonomous Body/ Local Authority in connection with our business with them in any manner whatsoever, during last 5 years;
- I/ we undertake that in event of being appointed as the Valuer, all information to be received by us during the course of assignment would be kept as confidential. We, including any of our employees, directors, agents or any other person associated with us in any manner, shall not disclose, publish or reveal or cause to be disclosed, published or otherwise revealed any of the Confidential Information, unless otherwise so required by any competent authority like the court of law;
- I/ we further undertake that in event of being appointed as the Valuer, the draft report, all correspondence between us and KoPT in this regard as well as the final report to be submitted by me/ us, would be kept confidential and would not be shared with any other party whatsoever either in whole or in part for any purpose. Neither I/ we, nor any of my /our employees, directors, agents or any other person associated with us in any manner, shall disclose, publish or reveal or cause to be disclosed, published or otherwise reveal any of the material and maintain everything as strictly Confidential unless otherwise so required by any competent authority like the court of law;
- Any breach of this confidentiality clause would lead to termination of the assignment and our debarment as Valuer with KoPT for a period of 3 years;
- In case it is found during the evaluation or at any time before award of the assignment or after its execution and during the period of subsistence or after the period thereof, that one or more of the terms and conditions of the instant tender 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 if not yet appointed as the Valuer, and if the Selected Tenderer has already been appointed as the Valuer , as the case may be, the same shall, notwithstanding anything to the contrary contained in this tender, be liable to be terminated, by a communication in writing by KoPT to the Selected Tenderer without KoPT being liable in any manner whatsoever to the Selected Tenderer. This action will be without prejudice to any other right or remedy that may be available to KoPT under the provisions of this tender, or otherwise. However, before terminating the assignment, a show cause notice stating why its appointment should not be terminated would be issued giving it an opportunity to explain its position;
- I / We have not concealed or suppressed any material information, facts and records and
- I / We have made a complete and full disclosure.

[In the above undertaking, 'I' stands for the individual or the proprietor or authorised signatory of the tenderer and 'We' stands for tenderers having other legal status].

Dated: .....  
Signature.....  
Name.....  
Address.....

SEAL OF THE TENDERER:

**FORMAT OF CREDENTIAL DULY FILLED IN TO BE Uploaded BY THE TENDERER**

**Name of the organization with address  
and other contact details**

**TO WHOM IT MAY CONCERN**

**Letter No. ....**

**date.....**

This is to certify that M/s or Individual (as the case may be).....(NAME).....having address .....(ADDRESS).....was assigned by us on .....(DATE)..... for valuation of a structure at..... (PLACE / LOCATION).....

From the valuation report submitted by the said valuer on .....(DATE)....., it transpires that Rs.....[Rupees .....(in words also).....only] was indicated as the gross value without taxes of the said structure as per the said valuation report.

The above-mention valuation report has since been accepted by us.

Signature of the authorized person  
On behalf of the organization with stamp date  
And contact No. and e-mail id

**NOTE-**  
**Credentials furnished in other forms shall also be accepted provided the documents together contain all the information as per the format. However, decision of KoPT as to acceptance of the credentials shall be final and binding and no request in this regard shall be entertained.**

**KOLKATA PORT TRUST**  
**GENERAL ADMINISTRATION DEPARTMENT**  
**ESTATE DIVISION**  
 N.I.T. No. KoPT/KDS/LND/40-2019 dated 15.10.2019

The Tenderer shall submit below the details of individual valuer(s) proposed to be deployed for the instant work, in case of award of job to them

Sl. No.	Name of personnel proposed to be deployed by the tenderer to undertake the instant work, if he is awarded the job	Position held	Qualification	Membership No. & name of the institution of Valuer conferring such membership	Period of service with the organization

Use as many rows as necessary

Dated, the .....

(Signature of the Tenderer with stamp)

**SCHEDULE OF RENT FOR LAND, WAREHOUSES AND  
BUILDINGS OF KOLKATA PORT TRUST AT KOLKATA  
DOCK SYSTEM**

**I. For Lands:**

<b>Sl. No.</b>	<b>Location &amp; Description of Land</b>	<b>Recommended Rate (1st belt) (per 100 sq.m per month)</b>	<b>Recommended Rate (2nd belt) (per 100 sq.m per month)</b>
1	Circular Garden Reach Road from Satya Doctor Road to Bascule Bridge.	4859	3887
2	Circular Garden Reach Road from Bascule Bridge to Gate No. 5; N.S.D.	4859	3887
3	Circular Garden Reach Road from Gate No. 5; N.S.D. upto Gate No. 9, N.S.D. (new diversion portion) including lands on the new roads off the road.	4859	3887
4a	Garden Reach Road from Hastings Bridge to Tidal Basin	4165	NA
4b	Watgunge	4326	NA
5a	Garden Reach Road from Tidal Basin to Gate No. 3, N.S.D.	4165	3332
5b	Brace Bridge Road and BISN Jetty adjacent area	4165	NA
6	Satya Doctor Road and Gopal Doctor Road	4,135	3308
7a	Hide Road and Hide Road Extension (up to crossing of towards JJP Road) both sides and Mint Place and Roads at JJP	3,893	3115
7b	Hide Road Extn. after Crossing of JJP Road	5421	4337
8	Nimak Mahal Road and Dumayne Avenue	4407	3526
9	Goragacha Road, Incinerator Road, Transport Depot Road and the adjoining Roads except specified otherwise.	4962	3969
10	Sonapur Road.	4657	3726
11	Oil Installation Road and other roads in Paharpur area.	4126	3301
12a	Remount Road (between Diamond Harbour Road & Bhuikailash Road).	5421	4337
12b	Remount Road (between Bhuikailash Road & Coal Dock Road) and Coal Dock Road and EJC	5421	4337
13	Dock West Road	3893	3115
14	Dock Eastern Boundary Road including adjacent Roads except otherwise specified	4135	
15a	Diamond Harbour Road (Western side) from Majherhat Bridge to Seamen's House).	6277	5022



15b	Boat Canal & Diamond Harbour Road (Eastern side).	7088	
16	Taratala Road from Diamond Harbour Road to Budge Budge Road and Mint Place	5706	4565
17	Taratala Road from Budge Budge Road to Circular Garden Reach Road	5706	4565
18	Hari Mohan Ghosh Road.	3,105	
19a	Ramnagar	2,999	
19b	Suriman & Alifnagar Road.	2,585	
20	Sonai Road	3701	
21	Land within custom bound areas of KPD, NSD, G.R. Jetty for purposes other than cargo storage	4838	
22	Land within custom bound areas for cargo storage	6388	
23a	Land inside Kantapukur, Hoboken Depot, N.T Shed & R.I.M. Dock Yard.	4135	
23b	Land at Brooklyn Depot	4126	
24	Daighat	4326	
25	Chetla Road	5421	
26	Chetla Station Back Land	2175	
27	Chetla Station Yard plots	2175	
28a	Sonai	4126	
28b	Durgapur siding	5135	
28c	Coal Berth	4407	
28d	Gravel Siding	4407	
28e	Hide Shed Dump, Hoboken Road and Old Garagacha Road	3893	
28f	Dhobiatalao Container Park	5489	
<b>KOLKATA</b>			
29	Cossipore area from Gun Foundry Road to Chitpore Lift Bridge and Turner Road	6081	4865
<b>From Chitpore Lift Bridge TO Ahiritola Street</b>			
30a	From Chitpore Lift Bridge to Schalch Street (Koomartooly)	14571	
30b	From to Schalch Street (Koomartooly) to Ahiritola Street	12953	
<b>From Ahiritola Street TO Nimtollah Burning Ghat Road</b>			
31a	Strand Bank Road from Ahiritola Street to Nimtolla Burning Ghat Road	13478	
31b	Nimtollah Burning Ghat Road (North side)	13478	
31c	Strand Road from Ahiritola Street to Nimtollah Burning Ghat Road including Maharshi Debendra Road	15046	12037
<b>From Nimtolla Burning Ghat Road TO Jorabagan Cross Road</b>			
32a	Strand Road from Nimtollah Burning Ghat Road to Jorabagan Cross Road.	15046	12037
32b	Jorabagan Cross Road (North side), Cross Road Nos. 13 & 16.	12851	
32c	Strand Bank Road from Nimtollah Burning Ghat Road to Jorabagan Cross Road.	13478	
32d	Cross Road Nos. 13/1, 14, 15 & 17.	11911	
32e	Nimtollah Burning Ghat Road (South side).	12851	

<b>From Jorabagan Cross Road to Adya Sradhya Ghat Road.</b>			
33a	Strand Road from Jorabagan Cross Road to P.C. Tagore Ghat Road.	15046	12037
33b	Strand Road from P.C. Tagore Ghat Road to Adya Sradhya Ghat Road.	15046	12037
33c	Strand Bank Road from Jorabagan Cross Road to P.C. Tagore Ghat Road.	13478	
33d	Strand Bank Road from P.C. Tagore Ghat Road to Adya Sradhya Ghat Road.	13478	
33e	Adya Sradhya Ghat Road (North side).	12851	
33f	P.C. Tagore Ghat Road.	12851	
33g	Cross Road No. 8.	11911	
33h	Cross Road Nos. 9, 10 & 11.	11911	
33i	Jorabagan Cross Road (South side), Cross Road Nos. 12	12851	
33j	Pathuria Ghat Cross Road	13478	
<b>From Adya Sradhya Ghat Road TO Jagannath Ghat Road</b>			
34a	Strand Road from Adya Sradhya Ghat Road to Jagannath Ghat Road	14470	11576
34b	Strand Bank Road from Adya Sradhya Ghat Road to Jagannath Ghat Road	13478	
34c	New C.I.T Road (Cross Road No. 5)	12851	10281
34d	Adya Sradhya Ghat Road (South side) Jagannath Ghat Road (North side)	12851	10281
34e	Cross Road No. 6 & 7	11911	
<b>Jagannath Ghat Road to Howtah Bridge</b>			
35a	Strand Road from Jagannath Ghat Road to Mint Garden	15046	12037
35b	Strand Bank Road from Jagannath Ghat Road to Howrah Bridge	15046	
35c	Jagannath Ghat Road ( South side )	12694	10155
<b>From Howrah Bridge. Mullick Ghat &amp; Adjoining Area TO Calcutta Jetty No. 9</b>			
36a	Strand Bank Road from Howrah Bridge to Mullick Ghat	14765	
36b	Strand Road near Mullick Ghat Pumping Station	15046	12037
36c	Old Howrah Bridge Approach Road adjacent to the same	15064	12051
37	Land at Chandpal Ghat, Outram Ghat and Babu Ghat including Land at Strand Road from Howrah Bridge Approaches to Chandpal Ghat (Western Side) including strips of land between Strand Road and River	14633	
38(i)	Land at Tuckta Ghat including riverside Land upto Tolly's Nullah from Tuktaghat	5168	
38(ii)	Land from Chandpal Ghat to Tukta Ghat )	9901	
<b>Land at Howrah</b>			
39	Chandmari Ghat, Howrah Station	13999	
40	Nityadhan Mukherjee Road (Telkal Ghat).	3101	

41	Strand Road, Howrah.	4135	
42a	Upper Foreshore Road.	3619	
42b	Mullick Ghat Road.	3101	
42c	Cross Road No.1	3101	
43	Cross Road Nos. 2, 3 & 4.	3101	
<b>Grand Foreshore Road River Side</b>			
44a	Portion on the north of Banstalla Ghat Road.	3101	
44b	Portion on the south of Banstalla Ghat Road.	3101	
45	Chintamoni Dey Bathing Ghat Road.	2585	
<b>Banstalla Ghat Road</b>			
46a	North side.	2585	
46b	South side.	2585	
<b>Foreshore Road</b>			
47a	From Bonbehari Bose Road to Banstalla Ghat Road	2585	2068
47b	From Banstalla Ghat Road to Jagat Banerjee Gaht Road.	3428	2742
48	Jagat Banerjee Ghat Road , Shibpore Ferry Ghat Road and NO 1 Riverside Road	7403	
<b>Shalimar Yard</b>			
49a	Foreshore Road East Side	4135	3308
49b	Foreshore Road West Side	2678	2142
50	Duke Road	2678	
<b>Foreshore Road (Timber Pond)</b>			
51a	High Land	1100	
51b	Low Land	808	
52a	Bandhaghat	4743	
52b	Golabarighat	4743	
52c	Near Howrah Bridge Pier (Howrah Side) area	13999	
53	Budge Budge	1043	
54	Roychak	1177	
55	Hooghly Point	536	
56	Falta	421	
57	Balagarh	245	
58	Jellingham	21	
59	Gangrachar	21	
60	Diamond Harbour	814	
61	Khejuri	54	
62	Shimurali	518	
63	Durgapur	322	
64	South Khalichar	21	
65	Baharampur	1333	
66	Nischintapur	342	
67	Pyradanga	13	
68	Saugor	116	
69	Fresergunj	203	
70	Moyapur	500	
71	Swarupgunj	1047	
72	Nabadwip	45	

**II. RENTALS FOR THE STRUCTURES OF KOPT AT KOLKATA DOCK SYSTEM**

(Rs./100Sq.M/ Month)

	Location & Description of Structure	Rentals
1	<b>ARMENIAN GHAT WAREHOUSE</b>	
	i Ground Floor Godowns	25983
	ii First Floor Godowns	18189
2	Calcutta Jetty Shed No. 1	23501
3	<b>CANNING WAREHOUSE</b>	
	i Ground Floor Godowns	25983
	ii First Floor Godowns	18189
	iii Second Floor Godowns	11684
4	<b>CLIVE WAREHOUSE</b>	
	i Ground Floor Godowns	23501
	ii First Floor Godowns	16450
	iii Second Floor Godowns	11684
5	<b>FAIRLIE WAREHOUSE</b>	
	i Ground Floor Godowns	23501
	ii First Floor Godowns	16450
	iii Second Floor Godowns	11684
6	<b>CANNING WAREHOUSE (ANNEXE)</b>	
	i Ground Floor Godowns	25983
	ii First Floor Godowns	18189
8	<b>Import Warehouse (8 compartments)</b>	23501
9	Import Warehouse South.	23501
10	Calcutta Jetty Shed No. 4	23501
11	Calcutta Jetty Shed No. 5. (Northernmost Bay).	23501
12	<b>P-221/2, STRAND BANK ROAD</b>	
	i Ground Floor (Shops).	30868
	ii Ground Floor (Godowns).	23501
	iii Ground Floor Annexe	12926
	iv Second Floor	19586
	v Top Floor.	19586
13	<b>"A" SHED JAGANNATH GHAT</b>	
	i Ground Floor	14072
	ii First Floor	9850
	iii Office space on the Top Floor	7036
	iv Miscellaneous structure attached to the Warehouse such as Darwans Quarters Cook Houses etc.	8443
14	R.D.F. Godowns at Jagannath Ghat Road.	20579
15	Jagannath Ghat Godowns	21829
16	<b>PATHURIAGHAT WAREHOUSE</b>	
	i Ground Floor Godowns (Compartment Nos. 1 to 5)	18346
	ii First Floor Godowns (Compartment Nos. 6 to 10)	9608
	iii Ground Floor Pucca Godowns Nos. 12 to 17/2 (C.I.Roof).	18346
17	Nimtallah Station Shed.	18920
18	<b>SAHEB BAZAR GODOWNS</b>	
	i Nos. 3, 3A, 4 & 4A	15766
	ii Godown No. 5	14823
19	Ruthala Station Road	13983
20	<b>BAGHBAZAR WAREHOUSE</b>	
	i Ground Floor Godown No. 1	13419
	ii First Floor Godown No. 2 & 4, access by two wooden ramps	9393

	<b>Location &amp; Description of Structure</b>	<b>Rentals</b>
21	Cossipore Receiving Shed	9912
22	4 shop rooms with verandah at Armenian Ghat	18049
23	Shed at Outram Ghat	19319
24	<b>OTHER STRUCTURES</b>	
	i Building with pucca roof	4228*
	ii Building with R.T. and Asbestos roof	3223*
	iii Building with C.I. roof	2629*
	<b>DOCK</b>	
25	<b>HIDE ROAD GODOWNS</b>	
	i Godowns, enclosed verandah & miscellaneous closed floor space	10338
	ii Open sided verandah space	5169
26 i	Hoboken sheds (including naval transit sheds)	8955
26 ii	Brooklyn T.N. Shed	7762
26 iii	Brooklyn T.G. Shed	8150
27	Jinjinrapole Sheds	9186
28	<b>Structures/ Rooms In any Zone (not covered within mentioned within zones)</b>	
	i Building with Pucca Roof	5035*
	ii Building with R.T. and Asbestos roof	4028*
	iii Building with C.I. roof	3287*
29	Kantapukur Sheds	8955
30	<b>TEA WAREHOUSES</b>	
	i Hide Road Warehouse	7960
	ii Sale Tea Warehouse	9023
	First Floor Rate 70% of Ground Floor Rate	6316
	2nd floor and above	4512
	iii Sale Tea Warehouse (Annexe)	7932
	iv <b>Lybian Depot Warehouse</b>	
	a Ground Floor	11615
	b 1st Floor	8130
	c 2nd Floor upwards	6960
	v <b>T.T. Sheds</b>	<b>6960</b>
	1st Floor	4449
	vi <b>T.T. Sheds Extension</b>	<b>6960</b>
31	<b>Import Warehouse "A" N.S.D.</b>	
	Ground Floor	6407
	1st Floor	4997
	2n Floor upwards	3661
	<b>HOWRAH</b>	
32	<b>SHED AT 14 FORESHORE ROAD, RAMKRISTOPUR</b>	
	i Ground Floor Space	6667
	ii First Floor Space	4667
33	Station Shed (North) Ramkristopur	7033
34	Station Shed (South) Ramkristopur	7033
35	New Goods Shed Ramkristopur	7033
36	Structures at 109, Foreshore Road, Ramkristopur	7124
37	Nissen Sheds at 108, Foreshore Road, Ramkristopur	6967
38	Small office Building at Timber Pond	3142
	<b>BUDGE BUDGE</b>	
39	Budge Budge Godown / Sheds	4370
	<b>OTHER STRUCTURE</b>	
40i	Building with pucca roof	4228*
	ii Building with R.T. and Asbestos roof	3223*
	iii Building with C.I. roof	2629*
41	Gangway and Pontoon of KoPT	1,28000 (pm L.S)**
42	Gangway and Pontoon of Party	9000-per month(L.S)#

NOTE:-

\* Land Cost of respective zones to be added for final rate.

\*\*including foreshore occupation charge where Approach and/or back land belongs to KopT only

# including foreshore occupation charge subject to minimum of Rs 27000/- where Approach and/or back land belongs to KopT only

**SCHEDULE OF RENT FOR LAND AND BUILDINGS OF KOLKATA PORT TRUST AT HALDIA DOCK COMPLEX**

(i). **For Lands:**

SI No.	Description Land	Rate of Rent/ Licence fee per 100 sq.m. per month. (in `.)
(a)	Residential Zone	1604.00
(b)	Industrial Zone	1080.00
(c)	(i) Dock Interior Zone (inside Custom bonded area) [bare Land]	2628.00 *
	(ii) Dock Interior Zone (inside Custom bonded area) [hard Stand]	4086.00 *
(d)	Proposed Dock Interior Zone	2044.00
(e)	(i) Dock Zone [bare land ]	1459.00
	(ii) Dock Zone [hard Stand]	2917.00
(f)	(i) Commercial Zone for Offices, Banks, Workshops, Repair Shops (excluding Automobiles), cold storages etc.	2918.00
	(ii) Commercial Zone for Shops, Markets, Nursing Homes, Medical Clinics, Hotels & Restaurants (without Bar), Service Stations, Repair Shops (Automobile) Weighbridge etc.	3891.00
	(iii) Commercial Zone for Cinema House, Hotel & Restaurant (with Bar) etc.	3969.00
(g)	Kukrahati	474.00
(h)	Panskura	1206.00

**\* These rates are not applicable in case of allotment on ship-to-ship basis for storage of import/export goods inside Dock Interior Zone.**

NOTE : (1) If land is taken in a zone other than commercial zone for the purposes as mentioned in (f) - (i), (ii), (iii) above, 50% of the difference in rent between that applicable for the respective zone and commercial zone depending upon the usage, shall be charged extra over the land rent for the respective zone as per approved Rent Schedule.

***(The changes as proposed by KOPT vide its letter dated 28 October 2016, as brought out earlier have been incorporated in the above note.)***

(2) In the event of utilisation of land for mixed purpose i.e. office- cum-residential, the rent chargeable shall be simple average of applicable rents for the specific usage.

(ii). **For Buildings:**

SI No.	Zone, Location and other description	Rate of Rent/Licence fee per sq.m. per month. (in `.)
(a)	<b><u>Pucca roofed structure.</u></b>	
	(i) Residential Zone	81
	(ii) Industrial Zone	77
	(iii) Dock Interior Zone	93

	(iv)	Dock Zone	93
	(v)	Commercial Zone	103
<b>(b)</b>	<b>AC/CI roofed structure</b>		
	(i)	Residential Zone	63
	(ii)	Industrial Zone	62
	(iii)	Dock Interior Zone	73
	(iv)	Dock Zone	71
	(v)	Commercial Zone	85
	(vi)	Kukrahati	62
<b>(c)</b>	Tower Building		140
<b>(d)</b>	<b>Quarters/Dormitories</b>		
	(i)	Dormitories (pucca roofed)	76
	(ii)	"A" type quarters	92
	(iii)	Modified "A" type quarters	91
	(iv)	"B" type quarters	91
	(v)	Modified "B" type quarters	91
	(vi)	"C" type quarters	111
	(vii)	"D" type quarters	150
	(vii)	Officers' Hostel	93
	(ix)	Jawahar Tower	140
<b>(e)</b>	Market for Perishable goods		60
<b>(f)</b>	Retail Market		76
<b>(g)</b>	Shopping Centres at Durgachak		61
<b>(h)</b>	Shopping Centres at Chiranjibpur		61
<b>(i)</b>	Township Market opposite to Makhan Babur Bazar		44
<b>(j)</b>	Township Marketing Centre (near Helipad Ground)		62
<b>(k)</b>	Goonties		76

(iii). **Others:**

Sl No.	Description	Rate in ` . per day or part thereof
<b>1.</b>	<b>Permission fee :</b>	
<b>(a)</b>	<b>(i)</b> For holding function on land for area occupied upto 40 sq.m.	1000
	<b>(ii)</b> If the above occupation continues beyond 3 days.	1500
<b>(b)</b>	<b>(i)</b> For holding function on land for area occupied above 40 sq.m.	1500
	<b>(ii)</b> If the above occupation continues beyond 3 days.	2000
<b>2.</b>	The rate of rent /licence fee for water bodies/water areas.  However, existing occupations will be guided by their respective lease deed/ licence agreement.	50% of the corresponding rate of rent for the abutting land area
<b>3.</b>	Rate of licence fee for erection of hoarding on KoPT land	Rate in ` . per calendar year or part thereof
<b>(a)</b>	For hoarding upto a maximum size of 10 sq.mts.	3000
<b>(b)</b>	For hoarding of size above 10 sq. mts.	5000
<b>4.</b>	<b>Way-leave Permission :</b>	
<b>(i)</b>	A way-leave permission fee will be charged for essential utility service lines like telephone lines, water supply lines, sewerage lines, low voltage domestic electric lines running on single pole, etc.	` . 2000 per calendar year or part thereof

(ii)	<p>For laying pipelines carrying Crude Oil, POL Products and other Liquid Cargo over or under the ground, way-leave licence fee will be charged as follows:</p> <p>For the purpose of way leave charges, the area occupied by single pipelines shall be calculated based on the diameter and length of those pipelines. In case of multi-layer pipeline stacks, the physical area occupied by the multilayer pipeline stacks shall be considered and the respective users should be billed for pro-rata area on the basis of the diameter and length of their pipelines passing through that area. With respect to the area shared with road, rails, jetties, etc., the respective users shall be billed pro-</p>	---
	<p>rata for 50% of the concerned area assuming that they do not have exclusive possession of land and what they have is only 'Right of Way'. As far as underground pipes 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 counted 50% of the product of diameter and length, for the purpose of levy of way leave charges.</p> <p>For allowing overhead conveyors and high voltage transmission lines and towers, way-leave permission fee will be charged on the basis of the scheduled rent for the area coming in the alignment of the structure.</p> <p>Permission fee for construction/installation of microwave tower, pole (excluding electric/telephone line), antenna etc, on land/ building will be charged</p>	<p>---</p> <p>@ ` .30,000/- per 100 sqm per month, subject to minimum payment of ` . 15,000/- per location per month or part thereof.</p>
5.	Licence fee for Durgachak Mini Market for plots measuring about 13.936 Sq.M each	` . 700.00 per month per plot
6.	Recovery of Hawker charges i) For bare chatal	` . 2/- per day irrespective of area
	ii) For hardstand chatal	` . 2/- per day per sq. mtr.
7.	<b>For licensing of open / covered space inside Dock Interior Zone for storage of import / export goods, the licence fee will be charged at the following rates per 100 Sq.M. per Month.</b>	
(a)	<b><u>Open space :</u></b>	
(i)	Bare land	4225.00
(ii)	Hardstand land	6570.00
(b)	<b><u>Covered space :</u></b>	
(i)	Pucca roofed	13917.00
(ii)	AC/CI roofed	10437.00



8.	(i)	<p><b>Processing Fee:</b>  Processing fee (excluding applicable taxes) for scrutiny of proposals of new construction and addition/alteration of existing approved structures (except way leave related cases) on leasehold premises only.  However, the following structures will be exempted from payment of the said Processing fee:-</p> <ul style="list-style-type: none"> <li>(a) Septic Tank</li> <li>(b) Water reservoir</li> <li>(c) Cycle Stand</li> <li>(d) Pump room</li> <li>(e) Generator room</li> <li>(f) Bus stand</li> <li>(g) School</li> </ul>	@ ` .5000/- per proposal
9.		<b>Lease Deed form and preparation cost</b>	` . 5000/- per lease
10.		<p><b>Re-survey Fee :</b>  (i) Resurvey fee for the first acre or part thereof to be recovered from the lessee requiring re-demarcation of the plot after handing over possession of the land</p>	` . 5000/-
		<p>concerned.  (ii) Resurvey fee for land area beyond one acre to be recovered from the lessee requiring re-demarcation of the plot after handing over possession of the land concerned</p>	` . 1000/- per acre or part thereof over and above 1 acre

Received on 7.5.19.

DC 111  
DC 112  
Sec. EM  
No. PD-13017/2/2014-PD.IV  
Government of India  
Ministry of Shipping  
(Ports Wing)

K  
906  
10/5/19

Dated 29<sup>th</sup> April, 2019

DEM  
DEM ps. nkh  
on 13/5/19 at  
1600 hrs, bring  
Dem along with you.  
Q  
19/5/19

To, The Chairmen of All Major Port Trusts & CMD, Kamarajar Port Ltd.

CLARIFICATION CIRCULAR (LAND MANAGEMENT) No. 1 OF 2019-20

Subject: **Compilation of Policy Guidelines for Land Management 2015- Clarifications issued therein - reg.**

Sir(s),

I am directed to refer to the above subject and to say that the Policy Guidelines for Land Management 2014 had been issued to all Major Ports for implementation. Later, some of the provisions of the Land Policy Guidelines, 2014 were further clarified to ease the implementation of the Policy Guidelines by the Major Ports vide letter No. PD-13017/2/2014-PD. IV dated 17<sup>th</sup> July, 2015 (hereinafter termed as Policy Guidelines for Land Management 2015 (PGLM, 2015)).

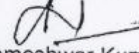
2. Many Major Ports had, however, raised various difficulties in implementing some of the provisions of PGLM, 2015 and requested for further clarifications on the same. Accordingly, Indian Port Association (IPA), an apex body of Major Ports was asked to deliberate on all such issues and submit a report. Based on the report submitted by IPA, the clarifications required to be issued were examined and again discussed with Chairmen of all Major Ports. To accommodate the various difficulties arising with regard to implementation of the guidelines so as to meet the practical exigencies & requirements in public interest, clarifications on these issues had been finalized and issued by the Ministry under the provisions of Para 15(vii) & (viii) of PGLM, 2015, on 14<sup>th</sup> May 2018 & 9<sup>th</sup> March, 2019 and on 16<sup>th</sup> October, 2018 with regard to classification/ categorization of Port Land as per National Industrial Classification (NIC), 2008 (F.No. PD-25021/11/2015-VoCPT dated 16<sup>th</sup> October, 2018).

3. The various clarifications thus issued from time to time have been compiled by incorporating these clarifications below the relevant paras of PGLM, 2015 for ease of reference and clarity. Clarification Circular prescribing guidelines for establishing a Floating Storage Re-gasification Unit (FSRU) for LNG cargo in different ports issued vide F. No. PD-13/18/2018-PPP Cell dated 7<sup>th</sup> March, 2019 is at Annexure-I. Policy Guidelines for Land Management 2015 thus incorporating these clarifications are issued with immediate effect for implementation under Section 111 of MPT Act, 1963.

4. Henceforth any clarification regarding Land Policy will be issued only in the form of 'CLARIFICATION CIRCULAR (LAND MANAGEMENT) No. ... of 2019-20'. All the clarifications issued during a Financial Year will be valid till the end of Financial Year i.e.

the Clarification Circular will have a sunset clause. All Clarification Circulars issued in a Financial Year that need to be retained will be consolidated into one Circular to be issued on 1st April of the succeeding year.

Yours faithfully,



(Rameshwar Kumar)

Under Secretary to the Govt. of India  
Tel. No. 23311659

Enclosure: As above.

Copy to:

i. The Managing Director, Indian Port Association, New Delhi

Copy also to:

- i. PS to Hon'ble Minister of Shipping / Hon'ble MOS(S, Finance)/ Hon'ble MOS(S,RT&H,C&F)
- ii. PS to Secretary(S)/PPS to AS&FA
- iii. PPS/PS/PA to AS(S)/JS(P)/JS(S)/JS(SM)/Sr. Adviser(Eco.)/
- iv. All the Directors in Ports Wing/ CO(PB)
- v. NIC- for uploading the same on the website of the Ministry of Shipping

Policy Guidelines for Land Management by Major Ports, 2015  
(updated with clarifications issued upto 31.03.2019)

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, had 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:

follow  
an

4. Objectives- The main objectives of the Policy are: -
- i). To ensure that land resources are put to optimum use as per the approved Land Use Plan with focus on retaining /attracting port traffic;
  - ii). To ensure that optimum value is realized by licensing / leasing Port land through a transparent tender-cum-auction methodology.
  - iii). 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
  - iv). 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.

**Issue 5.1:**

*PGLM 2015 provides in Para 5 that this policy guideline is applicable for all land in major ports except for the land relating to the township areas of Kandla, Mumbai and Kolkata ports. For these townships a separate policy is required to be formulated. Leases in these townships have been given mainly for residential and commercial purposes and some of these leases have either expired or are going to expire. Whether provisions of PGLM 2015 can be extended to these townships till formulation and application of a separate policy?*

**Clarification 5.1:**

Townships are broadly defined as well delineated residential developments with supporting infrastructure. Thus, the bulk of the development in such townships is of residential units with other infrastructure supporting the residential development. In Mumbai and Kolkata, such residential areas developed on port land over long periods of time essentially because of the port activities. Similarly, at Kandla, both Gandhidam and Kandla townships developed due to the development of the Deendayal Port (then Kandla Port). PGLM 2015 clearly mentions that these policy guidelines are not applicable to township areas of Kandla, Mumbai and Kolkata ports. However, since there is already a large tract of existing township, the spirit of the extant Policy Guidelines is that no new residential/real-estate development should take place in these places without a separate policy for residential/real-estate development in place. Considering this broad aspect, the

following is decided for the township areas of only Mumbai Port, Deendayal Port (Kandla) and Kolkata Port, excluding Haldia Dock Complex:

- i). No new residential/real-estate development including individual residential unit should be taken up under PGLM 2015 except:
    - (a) the township project at Gandhidham, Deendayal Port which was appraised by the PIB and approved by the Minister of Shipping and Minister of Finance and is an integral part of the Smart Industrial Port City, Kandla.
    - (b) allotment or development of land for residential purposes to Government Ministries/ Departments/ their subordinate, attached offices/ organizations. The allotment would be strictly subject to the condition that the development will be for their own use and cannot be sold, leases or let-out to any other person/ body in any manner whatsoever.
  - ii). ~~Even for old residential areas no new norms like increased FAR, etc., should be considered and taken up for development.~~
  - iii). However, renewal of leases within existing development can be taken up following Para 11.3 of PGLM 2015 on policy of renewal of existing/earlier leases.
  - iv). Land can be allotted by the way of fresh lease as per Para 11.2 (d) only for industrial, commercial purposes, etc., i.e. through tender-cum-auction methodology through a competitive bidding process over reserve price of such plots which shall be determined as per Para 13.
  - v). For establishment of common utilities only by local self-government bodies, methodology as indicated in Para 11.2 (g) may be adopted.
  - vi). Land can also be allotted by the way of fresh lease to entities as mentioned in Para 11.2(h) on nomination basis on market value as determined under Para 13 i.e. **without any concessions**. This should be subject to the condition that the development will be for their own use and cannot be sold, leased or let-out to any other person/ body in any manner whatsoever.
  - vii). All the above developments can be taken up provided these are in accordance with an approved Master Plan and the land is not required for the port's own use.
- 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:**

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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.

9.3 The 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.

**Issue 9.4.1:**

*There are cases where land is required to be allotted on immediate requirement of Port user for Cargo storage. How to allot such land on license basis?*

**Clarification 9.4.1:**

As per para 9.4 of PGLM, 2015, Port may 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).



**Issue 10.1 (c):**

*Whether land within custom bond area can be allotted for PPP Projects for more than 5 years? If yes, what will be the methodology?*

**Clarification 10.1 (c):**

The Model Concession Agreement for PPP projects approved in 2018 provides for a concession period of 30 years. There could also be concession agreements entered by the port for periods less than 30 years but more than 5 years. Para 10.1 (b) provides for licence of land allotted inside custom bond areas for activities vital to port operations, or those which clearly aid port activities and security related activities for a maximum tenure of 5 years. However, if it is assessed that the requirement of land for PPP projects in custom bond areas is for more than 5 years, then land can be made part of the bidding process and provided for the period of Concession Agreement. ~~If this land was not part of the bidding process on which the concession got determined then the land can also be~~ provided as per specific provisions for allotment of land contained in the Concession Agreement. When there are no specific provisions for such allotment in the Concession Agreement, then land can be provided after proper assessment at 1.2 times of the latest SOR (as per the Model Concession Agreement for PPP projects, 2018) which would be the value notified under Para 13 (c) of PGLM 2015, on the recommendation of the Board and with the approval of the Ministry of Shipping through the Empowered Committee route.

**Issue 10.1(d):**

*Whether land within custom bond area can be allotted to PSUs/Government bodies for more than 5 years? If yes, what will be the methodology?*

**Clarification 10.1 (d):**

Para 10.1 (b) provides that land inside custom bond areas for activities vital to port operations, or those which clearly aid port activities and security related activities can be allotted on nomination basis to CPSUs/SPSUs at the latest SOR which would be the value notified under Para 13 (c) of PGLM 2015. However, if it is established that the requirement of the land is for tenure of more than 5 years, then in exceptional circumstances, land can be allotted on licence/ lease basis for more than 5 years on nomination basis to PSUs/Government Bodies 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.

#### **Issue 10.2 (i):**

*There may be cases where land has been allotted on licence basis in custom bond area, the licence has been renewed periodically and the licencees have built permanent structures on the licenced land. Whether in such cases, the land can be allotted on lease basis as per Para 10.2 of PGLM 2015.*

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#### **Clarification 10.2 (i):**

No, only in cases where licence was granted prior to 2004 in the custom bond area and the licensee has built permanent structures can lease be granted following the principle as laid out in per Para 11.3. All such proposals would have to be recommended by the Port Trust Board and approved by the Ministry of Shipping through the Empowered Committee route.

### **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

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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.

**Issue 11.2 (c) (i):**

*PGLM 2015 provides in Para 11.2 (c) that lease of land for more than 30 years for capital intensive investment like tank farms, refineries etc., can be given. Whether the longer period of lease may also be extended to Free Trade Warehousing Zone/SEZ, multi-modal logistics park, mega food park, etc.*

**Clarification 11.2 (c) (i):**

The period of lease for capital intensive investments like tank farms, refineries, industrial units, Free Trade Warehousing Zone/SEZ, Multimodal logistic park, Mega food parks, etc. should be for more than 30 years as the business model for these activities is based on life longer than 30 years. The port may fix the tenure of lease for a period which is more than 30 years and the lease rental should be either upfront premium or premium payable in maximum 10 yearly instalments and interest at the rate of G-Sec prevalent at the time of grant of lease should also be levied during the period of instalment. All such proposals where the period of lease is more than the period within the powers of the Board, will have to be recommended by the Port Trust Board and approved by the Ministry of Shipping following the Empowered Committee route.

(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.

**Issue 11.2 (d) (i):**

*What would be the G-Sec rate to be adopted as discounting factor for computation of Upfront premium if there is a time lag between invitation of tender and actual allotment.*

**Clarification 11.2 (d)(i):**

G-Sec rate has to be the rate applicable at the time of invitation of tender as the bidder should have a clear idea of his liability.

(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.

**Issue 11.2 (g) (i):**

*Whether land can be allotted for establishment of common utilities in the custom bond area? If yes, what will be the methodology and the rate applicable?*

**Clarification 11.2 (g) (i):**

As far as possible common utilities in the custom bond area should be provided by the port either by itself or through outsourcing. Only in exceptional circumstances when it is not possible for the port to provide these utilities should land be allotted for such common utilities only to local bodies/ Government agencies. In such cases, this should be done following the provision of common utilities outside the custom bond areas in Para 11.2 (g) read with Para 11.2 (h) of PGLM 2015.

**Issue 11.2 (g)(ii):**

*Whether land can be allotted outside custom bond area by a fresh lease for Social and Educational purposes as per approved land use plan? If yes, what would be the methodology?*

**Clarification 11.2 (g) (ii):**

Para 11.2 (g) and (h) provide for establishment of schools, colleges, hospitals, etc., by local/government bodies on nomination basis at the updated SOR rate and concession thereto. In case such social and education utilities have to be established by other than local/government bodies land can also be allotted on tender-cum-auction basis. While fixing up market value of the land as per Para 13 the Land Allotment Committee should consider the rates for land for similar purposes. If the ready reckoner for land for similar purposes is not available then the rates of the adjacent local authorities for similar purposes could also be considered while fixing the market value.

**Issue 11.2 (g) (iii):**

*There are cases, where land was allotted on lease to charitable organizations/religious places/ social institution/ educational institutions/registered and recognized trade unions of Port employees, outside the custom bond area without following competitive bid methodology on nomination basis and also at concessional or nominal rates and the leases have expired. What is the methodology to be adopted for grant of fresh lease and what are the rates which shall apply?*

**Clarification 11.2 (g) (iii):**

Keeping in with the spirit of provision in Para 11.2 (g), renewal of leases for the following purposes only may be considered provided it is in accordance with the approved Master Plan/Land Use Plan and the land is not required for the port's own use:

- (i) Renewal of existing leases of Educational institutions, health and family welfare institutions, registered and recognized trade unions for port employees can be done on a nomination basis. Where these institutions are being run on commercial lines, then the annual lease rent should be charged on the basis of updated SOR for similar usage. In cases the organizations are being run without any commercial consideration, then concession in lease rent may be considered by the Port Trust Board up to 75%. All such proposals would have to be recommended by the Port Trust Board and approved by the Ministry of Shipping through the Empowered Committee route.

**Issue 11.2 (g) (iv):**

*There are cases, where land outside custom bond area was given to Government Schools and Colleges and Government aided schools and colleges on a nomination basis, at concessional rate and the lease has expired. What is the methodology to be adopted for grant of fresh leases and what are the rates which shall apply?*

**Clarification 11.2 (g) (iv):**

The policy guidelines as at Para 11.2(g) for renewal of lease for Government schools and colleges should be followed mutatis mutandis. For Government aided schools and colleges, renewal may be done on annual lease rent basis arrived as per the latest and updated SOR for similar usage. For Government Schools and Colleges Port authorities may finalise cases which fall within their powers and in all other cases, however, they should be recommended by the Port Trust Board and approved by the Ministry of Shipping through the Empowered Committee route.

- (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.

**Issue 11.2 (j) (i):**

*There are cases, where land outside custom bond area was given to Public sector entities/Government bodies on nomination basis and the lease have expired. What is the methodology to be adopted for grant of fresh lease and what are the rates which shall apply?*

**Clarification 11.2 (j) (i):**

Keeping in with the spirit of grant of fresh leases to such organizations as per Para 11.2 (h), the renewal of lease in such cases could also be done on nomination basis. The concessions to be granted should also be as per Para 11.2 (h).

**Issue 11.2 (j) (ii):**

*PGLM 2015 provides in Para 11.2 (h) that 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. Whether the agencies to whom land is allotted on nomination basis can be given lease of land for a period upto 99 years by Port Trust Board and if so, the lease rental is to be calculated on annual premium basis or upfront premium basis.*

Clarification 11.2 (j) (ii):

In all cases where the land is being allotted on a nomination basis to institutions mentioned in Para 11.2 (h) the lease period should be fixed as 60 years and the lease rental should be either upfront premium or premium payable in maximum 10 yearly instalments and interest at the rate of G-Sec prevalent at the time of grant of lease should also be levied during the period of instalment. All such proposals will have to be recommended by the Port Trust Board and approved by the Ministry of Shipping following the Empowered Committee route.

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.

Issue 11.3 (c) (i):

*There are cases where land was allotted on lease for setting up of industrial, service sector and commercial units. The units are still functioning as going concern and lease did not provide for renewal. It has been decided to grant fresh lease as per*



*Clarification 7. How is the period between the expiry of earlier lease and grant of fresh lease is to be treated? Also, if the lease has expired before 02.01.2014 i.e. prior to coming into effect of PGLM 2014, how is the period between the expiry of the earlier lease and grant of fresh lease is to be treated?*

**Clarification 11.3 (c) (i):**

When the lease has expired and has no renewal clause, then the existing lessee to be eligible for taking part in the bid with ROFR should clear all dues including the value of the lease rental determined as per the SOR rates prevailing from time to time since the period of expiry of the lease and date of tender-cum-auction. When the delay in calling for tender is attributable to the Port authorities no penalty/interest should be charged from the lessee i.e. it should be based on single rate at the prevailing SOR from time to time. The reserve price for the tender would anyhow be the latest SOR as per Para 13. In the tender cum auction process the lease period should be reckoned prospectively. If the ~~existing lessee becomes the successful bidder in the tender cum auction, then the~~ intervening period should be regularised by the Board. In all such cases, even if the lease had expired before 2014, i.e. prior to coming into effect of PGLM 2014, the guidelines prescribed for renewal of existing/earlier leases as per Para 11.3 would apply.

**Issue 11.3 (c) (ii):**

*There are cases, where land was allotted on lease for setting up of industrial, service sector or commercial units. The units are still functioning as going concern and lease deed did not provide for renewal. What is the methodology to be adopted for grant of fresh lease, and what are the rates which shall apply? Should procedure for valuation of a structure be on a 'replacement' basis which is defined in Indian Accounting Standards (Ind AS 113)?*

**Clarification 11.3 (c) (ii):**

The methodology and the rates which shall apply for such cases is provided in detail in para 11.3 (c). As a measure of amplification the following points may also be incorporated:

- a) Value of the structures shall be made by a Valuer who is mutually acceptable to both Port Trusts and the existing lessee. The valuer has to be selected by the parties amongst the panel of 3 valuers to be proposed by Port authority within a fixed time period. Here the mutual acceptance is of the Valuer and the value of the structure.
- b) While the guidelines provide for EMD for a valid bid to be fixed at 10% of the latest SOR of the land being put on tender, there is no provision for EMD for the value of

structures. An EMD for 10% of the value of the structures in the form of bank guarantee may also be taken from all bidders except the original lessee.

- c) The valuation of the structure should be done on a 'replacement' basis following principles as defined in Indian Accounting Standard (Ind AS 113).

**Issue 11.3 (c)(iii):**

*There are cases where successful bidder has been finalized following the E-Tender cum E-Auction. However, any judicial orders/laws which come into effect after the bid due date and which prevent the successful bidder from optimal utilisation or development and any other factor which is not attributable to the bidder. How to deal with such cases with regard to rentals recoverable?*

**Clarification 11.3 (c)(iii):**

- ~~i). If the licensee/Port authority could not get the statutory clearances in the prescribed time and due to this the lessee is not able to proceed optimally or as per the agreement in the project, then to the extent of such delays no due should be recovered by the Port unless there is an express provision in the agreement after approval of the same by the Port Trust Board.~~
- ii). If the successful bidder is prevented from optimal utilisation and development of the project as per the agreement, due to changes which are akin to change in law or akin to force majeure event then the Port at its sole discretion can consider waiver of dues during such period after approval of the same by the Port Trust Board.
- 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.

**Issue 11.3 (f)(i):**

*There are cases where the original lease has expired or will expire and the lease provides for renewal clause. Whether the earlier period of lease would be counted/ taken*

*into account for determining whether the renewal/grant of new lease is within the powers of Board of Trustees or is to be referred to Ministry of Shipping?*

**Clarification 11.3 (f) (i):**

In such cases the renewal can be treated as fresh lease. As such whether the case will fall within the powers of the Board of Trustees or is to be referred to Ministry of Shipping would be determined by the period of renewal without taking into account the period of the earlier/past lease.

**Issue 11.3 (f) (ii):**

*There are cases where the original lease has expired or will expire and the lease does not provide for renewal clause. The land is put up for fresh grant of lease as per procedure laid in PGLM 2015. Whether the earlier period of lease would be counted/~~taken into account for determining whether the renewal/grant of new lease is within the~~ powers of Board of Trustees or is to be referred to Ministry of Shipping?*

**Clarification 11.3 (f) (ii):**

In all such cases every grant of lease without renewal option after the expiry of the original lease period must be treated as a fresh lease provided it has been put up for fresh tender-cum-auction for grant of fresh lease. Thus, whether this will fall within the powers of the Board or Ministry of Shipping would depend upon the period of fresh lease without considering the period of past lease.

**Issue 11.3 (f) (iii):**

*There are cases where port lands have been encroached by slum dwellers. Can rehabilitation/relocation/redevelopment of such slums be undertaken?*

**Clarification 11.3 (f) (iii):**

For the purpose of freeing up encroachments leading to optimum utilization of land, the ports may consider the applicability of any Central Government approved Policy/ Scheme for slum rehabilitation/ redevelopment/relocation. For this purpose, Port may formulate proposal keeping the said Central Government Policy/ Scheme into consideration and submit it to MoS for obtaining the approval of the concerned Central Government Ministry. For example, if the proposal falls under Prime Minister Aavas Yojna (PMAY), the concerned port will submit the proposal formulated based on the guidelines of PMAY to Ministry of Shipping for obtaining the approval of Ministry of Urban Development.

- 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 unauthorisedly, 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.

**Issue 12 (B) (i):**

*Whether in cases where a lease has been granted post coming into effect of PGLM 2014, subletting / leasing of such lease can be permitted/allowed?*

**Clarification 12 (B) (i):**

No subletting/sub-leasing is allowed for leases given after 2014 as per PGLM 2015. However, subletting/sub-leasing shall be permitted in case the land has been allotted to entities such as FTZ/SEZ, Multimodal Logistic parks, Mega food parks, Free trade warehousing zones, etc., where the business model is based on subletting. In such cases no subletting fee shall be levied. The issue of whether the business model is based on the subletting or no may be decided by the respective Boards of ports.

(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.

**Issue 12 (E) (i):**

*Whether extension of the construction period beyond the period stipulated in the para 12E of the PGLM, 2015 can be granted.*

**Clarification 12 (E) (i):**

- a) When the statutory clearances are required to be obtained by the port, the construction period by the lessee can be counted only from the time such clearances are obtained unless there is an express provision to the contrary in the agreement.
- b) The stage wise construction could be prescribed and construction period can be counted for utilization of land stage wise.
- c) Port may decide the additional lease premiums to be collected from the lessees for the delays in construction beyond the period of construction as stated in the agreement.

(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.

**Issue 12 (F) (i):**

*Whether compensation @ 3xSoR should be charged when a party is declared an unauthorised occupant.*

**Clarification 12 (F) (i):**

If the delay in issuing of fresh tender, after the issue of clarification on PGLM 2015 on 14.05.2018, is on the part of the Port then the lessee cannot be considered an unauthorised occupant and may not be charged compensation @ 3xSoR. All such cases should be duly processed by the Ports within two years from date of issue of clarification on PGLM 2015 which is 14.05.2018.

(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.

*Issue 12 (I) (i):*

*How will Floating Storage Re-gasification Unit (FSRU) for Liquefied Natural Gas (LNG) be set up at various Major Ports and operated?*

**Clarification 12 (I) (i):**

Detailed Guidelines for Establishing a Floating Storage Re-gasification Unit (FSRU) at Major Ports is at Annexure-I

(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.

**Issue 13 (c)(i):**

*It has been brought to the notice of the Ministry that the present classification of the port lands and the fixation of SoR thereof is not uniform within and across the major ports leading to complications and disputes. This impacts the realization of revenue for the ports. How does the Port Land need to be classified/ categorized?*

**Clarification 13(c)(i):**

For the lease, classification/ categorization of Port Land needs to be done as per National Industrial Classification (NIC), 2008.

**(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.

**Issue 14 (i):**

*Whether Right of way permission may be given for providing public utility services like water supply lines, drainage/sewage lines, rain water management channels, electric supply lines, telephone lines, telegraph lines, railway lines, roads (including last mile connectivity for the services), etc., by private, local bodies, public sector, government entities and what are the rates which shall apply? Is it necessary that the Right of Way permission is only from the Jetties?*

**Clarification 14 (i):**

The Right of Way permission for laying pipelines/conveyers, etc., from jetties to tank farms within and outside port area is provided in Para 14. This is only an indicative list. The Right of Way permission shall be extended for other similar purposes such as telegraph cables, OFC lines, telephone towers, electric cables, telegraph lines, etc. Such ROW permission can also be given for roads, railways where no licence/ lease of land is involved infrastructure is built and maintained by the funds of the permission holder and these facilities can also be used by the port, if needed, without levy of any charge. The charges to be levied for this Right of Way permission would be as per the Annexure 2 of PGLM 2015 detailing "Terms and conditions for issue of Right of Way permission for laying pipelines/conveyers, etc." However, where there is a specific Central Act/Statute which govern such Right of Way permission, the provisions under the said Central Act/Statute shall override these guidelines. A case in point is the specific permission for Right of Way under the Indian Telegraph Act, 1885 and the Indian Telegraph Right of Way Rules, 2016.

No, it is not necessary that RoW permission is limited only from the Jetties and can be anywhere within the Port land as per the requirement.

**Issue 14 (ii):**

*Whether way leave permission can be given for pipelines for tank farms located outside the Port Area? If so, what will be the methodology?*

**Clarification 14 (ii):**

The main function of the Port is to receive Cargo and thereafter to evacuate it. Storage of cargo can only be a very limited function of the Port. The evacuation of this cargo is by many means, like – Road, Rail, Coastal Shipping, Pipelines, Conveyers etc. Thus the cargo anyhow moves outside the Port. Movement of liquid by pipelines outside the Port can thus be taken as a normal activity of the Port and in no way should be restricted, otherwise there is danger of this cargo moving to some other nearby competing Port. Para 14 of PGLM, 2015 categorically provides for Right of way permission for laying pipelines/conveyers etc. from jetties to the tank farms within and outside Port area with broad terms & conditions. It also stipulates that each Port Trust Board may formulate and approve its own policy of granting way-leave permission. While formulating its own policy, Port Trust Board shall take all relevant factors into consideration such as extent of land available with Port, its tariff, land parcel available outside Port area, potential of additional Cargo throughput, chances of diversion of cargo, cost benefit analysis, etc. In addition, the following should be factored by Port Trust Board:

- i). Extent of land available with the Port.
- ii). While fixing the way leave charges, existing market conditions needs to be taken into account, so as to have a competitive environment for doing business. It may also be noted that by allowing way leave permission outside port area will help in avoiding the monopoly situations by existing tank farms owners inside port area.
- iii). Ports will be entitled to revise its charges, as per the extant Guidelines and to facilitate competitiveness with tank farm owners inside and outside Port Area to whom way leave permission is given.
- iv). Stimulates the growth of the Port, keeping in view the growth of trade in future.

**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.

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File NO. PD13/18/2018-PPFCeII  
Government of India  
Ministry of Shipping  
(Ports Wing)

1, Parliament Street  
Transport Bhawan  
Dated: 7<sup>th</sup> March, 2019

CLARIFICATION CIRCULAR (LAND MANAGEMENT) No.1 OF 2019

**Subject: Guidelines for Establishing a Floating Storage Re-gasification Unit (FSRU) at Major Ports.**

The demand for Liquefied Natural Gas (LNG) in the country has been increasing and it is the stated policy of the Government of India to double the share of LNG in the energy mix of the economy in the near future. LNG imports are substantial since domestic supply of LNG is not being able to meet the demand, for which supporting infrastructure requires to be developed. Floating Storage Regasification Units (FSRU) within port limits offer a low cost, fast track and flexible option even compared with traditional onshore terminals.

2. Some entities have shown interest to set up FSRU units in port limits. However, presently there are no specific guidelines on how FSRU units will be permitted to be set up and operate and therefore Indian Ports Association (IPA) was tasked to examine the issue and give its report. IPA submitted its report in September 2018.

3. After examining the report it has now been decided to bring uniformity in setting up and operation of Floating Storage Regasification Units (FSRU) for LNG cargo in different Ports, and that fundamentally it entails giving license of water area and is covered under Para 12.1 of Policy Guidelines For Land Management 2014(PGLM). The PGLM will be applicable for all matters concerning the license for FSRU.

4. Accordingly, the following Guidelines for Establishing Floating Storage Regasification Units (FSRU) at Major Ports may be followed:

**4.1 Licence of Water area**

- (i) FSRUs can be set up by any entity within the Port limits. The entire investment of the gasification units as well as storage units including the pipelines shall be made by the entity setting up the FSRU unit.
- (ii) In case of project initiated by the Port, they will prepare Pre-Feasibility Report to ascertain project capacity, cost of project, land waterfront requirement etc. Also, any

entity desirous of setting up FSRU shall submit Pre-Feasibility Report. Such Pre-feasibility Report shall be examined by port, either in house or by engaging consultant, to ascertain project capacity, cost of project, land/waterfront requirement etc. and its financials. If found feasible in either case, then the Port shall proceed further for setting up the Project.

(iii) Port shall, thereafter, carry out transparent competitive bidding process as per Para 11.2(d) and 13 of PGLM. The project model will be Land License Model and the project entity shall be owner of the project assets and entitled to take away the same wherever feasible free of cost on expiry of lease period.

(iv) Water Area, Land area and any other facility/ permission such as ROW for pipelines shall be provided by the Port at applicable charges. License fee for Water Area at rate equal to 50% of License fee of abutting land (with escalation) is to be paid by the operator to Port for the water area occupied FSRU unit and shall be the reserve price for the bids to be invited.

(v) FSRU projects are to be taken up on license basis up to 30 years under the provisions of PGLM and the Board of Trustees shall be the competent authority for approval of the project as per MPT Act. For license above 30 years approval of the Ministry of Shipping through the Empowered Committee will be required as per Para 11.2(e) of PGLM.

#### 4.2 Guidelines for bidding process

(i) Port may adopt "Single Stage e-Tendering" system of bidding. The rationale is that number of bidders will be limited and better financial quote will be made by bidder as competitors will not be known while bidding under this system.

(ii) The Bid documents will also include Draft License Agreement.

(iii) As stated, bidder shall pay water area charges to the port. The water area charges as per land policy shall be the minimum payable by the operator and shall be "Reserve Price" of the bid. Bidders will be invited to quote premium (%) over Reserve Price and bidder quoting highest premium shall be selected for award of the project. The total license rental for the license period (Total License Rental) will be payable on upfront basis.

(iv) The bidder will be required to furnish Solvency Certificate not older than 3 months issued by any Nationalized/ Scheduled Bank for an amount equal to Total License Rental payable by the bidder.

(v) Bidder will be required to provide Bid Security equal to Rs. 2 crore.



(vi) Since FSRU project typically costs around Rs.500 crore(excluding vessel cost), bidder shall provide Performance Security in the form of Bank Guarantee of 10% of the Project cost subject to a maximum of Rs.50 crore to ensure timely commissioning of the project which shall be forfeited if project is not completed in 2 years or any extended period, not exceeding 6 months, as approved by the Port. The port may also prescribe stage wise completion of the project and fix penalty for non-adherence to the schedule. Performance Security shall be refunded after successful commissioning of the project.

(vii) Bidder shall also provide a Bank Guarantee equal to 10% of Total Upfront premium throughout the license period towards meeting security and other operational requirements, prescribed in the Bid Document.

(viii) No MGT will be prescribed until 5 years after COD. MGT equal to 30% of Project capacity will be prescribed thereafter. On default for a continuous period of 3 years, license agreement may be liable to termination. However, licensee may be given an option to continue by paying wharfage for the shortfall in achievement of MGT.

#### **4.3 General conditions for the Project**

(i) The project entity shall obtain all applicable permits, licenses/ clearances etc. required for construction and operation of the project from time to time giving priority to safety. However, port shall provide assistance to the entity for the purpose of obtaining statutory clearances including tie-in connectivity for evacuating regasified LNG into the National Natural Gas Grid. The final responsibility of obtaining the permission shall lie with the entity.

(ii) The scope of project operation shall be discharge of LNG, its regasification, storage for the required period and supply/transportation through pipeline / smaller vessels/ Bunkering Vessels/ trucks to the importer. The operator shall be permitted to handle own LNG as well i.e. it can buy LNG, handle the same at the project and sell at market determined price.

(iii) Normal port charges like Port Dues, pilotage, wharfage and berth hire, where applicable, as being done in case of SPMs/SBMs will be paid to the Port as per prevalent SOR. If LNG is transported through barges, vessel related charges pertaining to barges shall be payable to Port.

(iv) In view of hazardous nature of the cargo, the entity would obtain adequate third party/ Public Liability Insurance as per law/ good industry practice.

(v) The projects shall comply with "The Petroleum and Natural Gas Regulatory Board (Technical Standards and Specifications including Safety Standards for Liquefied Natural Gas Facilities) Regulations, 2018". Performance Standards and any additional safety

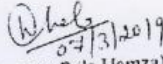
standards, wherever required, will be prescribed with penalty provisions for shortfall in achievement.

(vi) Regulations are to be notified for minimum distance to be maintained from LNG operating ship to turning circle channel and basin and the safety aspects with regard to the existing jetty/berth to be considered for LNG operation.

(vii) On expiry of lease period, the Licensee shall remove at its own cost all Project Assets within 90 (ninety) days from expiry of the Lease Period from the Project Site/Port's Assets except for those which Port may be interested in taking over at a mutually agreed price and hand over peaceful possession of the Project Site and Port's Assets free of encumbrance at its own cost in the same condition as was at the time of handing over to them by the Port.

(viii) Projects taken up as per this policy will not require separate Central Government Approval as per Section 42(3) of MPPT Act 1963.

5. This issues with the approval of Hon'ble Minister of Shipping.

  
(Kanchan Bala Hamza)  
Under Secretary to the Govt. of India  
Tele: 23722252  
Email: kb.hamza@nic.in

To.

- i. Chairmen/CMD, All Major Port Trust
- ii. MD, IPA

Copy to:

- i. The Director, Tariff Authority for Major Port, Mazgaon, Mumbai.
- ii. The Chairman, IWAI, Noida, U.P.

Copy also to:

- i. Hon'ble Minister (S,RT&H)/Hon'ble MOS(S,Finance)/Hon'ble MOS(S,RT&H, C&F)
- ii. PS to Secretary(S)
- iii. PS to Addl. Secretary
- iv. PPS/PS/PA to JS(P)/JS(S)/JS(SM)/Sr. Advisor (E)
- v. Dir (AC)/Dir (AKS)/Dir(SS) CO(PB)
- vi. NIC-for uploading on the website of Ministry of Shipping.

**FORM OF AGREEMENT**

N.I.T. No. KoPT/KDS/LND/40-2019 dated 15.10.2019

**THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA**

THIS AGREEMENT made this .....day of ..... between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trusts Act, 1963 (hereinafter called “Trustees” which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and ..... (hereinafter called “the **Valuer**”, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part.

WHEREAS the Trustees are desirous that valuation of KoPT properties shall be undertaken by the ..... the ..... Valuer ..... viz. .... and have accepted a Tender / Offer by the Valuer for the execution of such work NOW THIS AGREEMENT WITNESSETH as follows :

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the tender.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
  - a. Notice Inviting Tender & Detail Notice Inviting Tender
  - b. Important Instructions To E-Tendere
  - c. General Instructions To The Bidders
  - d. Instruction To Tenderers
  - e. Scope of Work;
  - f. Special Conditions Of Contract
  - g. Filled in Appendices I, II & III;
  - h. Form of Contract Agreement;
  - i. Price Bid format;
  - j. Appendices IV,V& VI;
  - k. Addendum / corrigendum, if any;
  - l. All correspondence by which, the contract is added, amended, varied or modified in any way by mutual consent.

3. In consideration of the payments to be made by the Trustees to the Valuer as per terms of the tender /offer, the Valuer hereby covenants with the Trustees to undertake the work in conformity in all respects with the provisions of the contract.

4. The Trustees hereby covenant to pay to the Valuer, in consideration of such Work, the Contract Prices at the times and in the manner prescribed by the Contract.

IN WITNESS whereof of the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

The Seal of.....

Was hereunto affixed in the presence of:

Name-----

Address-----

..... **or** .....

**SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED**  
by the said

.....

In the presence of:

Name-----

Address: -----

.....  
The Common Seal of the Trustees was hereunto affixed in the presence of:

Name.....

Address: .....