

Notice Inviting Tender

N. I. T. No. SMP /KDS/LND/06-2020 dated 27.07.2020
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
GENERAL ADMINISTRATION DEPARTMENT
ESTATE DIVISION
15, Strand Road,
Kolkata – 700 001
Website: kolkataporttrust.gov.in

E-Tender in Single part system for “Construction of monopoles for display of street hoardings (20 ft X 10 ft) for Hoarding No.H3 at Crossing of Sandhya Bazar & Foreshore Road [Left side] as detailed in Annexure II with the Right To Display of Advertisements for 05 years” without renewal option, against payment of annual rent from willing Advertisers is invited.

Tender Document and extension or any other notice/ corrigendum/ addendum/ clarifications, if any, are being hoisted in the websites of Syama Prasad Mookerjee Port , Kolkata (www.kolkataporttrust.gov.in), CPP Portal (<https://eprocure.gov.in/epublish/app>) and MSTC (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 SMP,Kolkata website & CPP Portal is only for the purpose of viewing/ intimation of the prospective bidders.

SCHEDULE OF TENDER (SOT):

a.	E-Tender No. (System Generated)	MSTC/ERO/KOLKATA PORT TRUST/9/KOLKATA/20-21/7445
b.	MODE OF TENDER	e-tender System in Single Part Tender through www.mstcecommerce.com/auctionhome/KoPT/index.jsp of MSTC Ltd. The intending bidders are required to submit their offers electronically as per following schedules through e-tendering portal. No tender shall be accepted by the office of SMP, Kolkata, if submitted by hard copy, except some specified documents (as mentioned hereunder in this tender document). The said specified documents shall have to be submitted to the tender box kept at the Jetty office of Estate Division, Syama Prasad Mookerjee Port , Kolkata at 6 Fairlie Place, Kolkata 700001.
c.	NIT available for parties to view	28.07.2020 to 26.08.2020
d.	Last date for submission of query by email and request for site inspection	05.08.2020

e.	Pre-bid meeting through Zoom Conference	07.08.20 Bidders intending to participate in Pre-Bid Zoom Meeting are requested to send their queries and mobile number to the e-mail id estate.tender@kolkataporttrust.gov.in so that the link to the Zoom meeting could be sent to the said mobile number and reply to the query can be given in the Zoom meeting.
f.	Last Date of submission of EMD & tender fee	Upto 17-00 hrs on 24.08.20, unless rescheduled after pre-bid meeting
g.	Last date of online submission of e-Tender at www.mstcecommerce.com/auction/home/KoPT/index.jsp	Till 1700 hrs on 26.08.20, unless rescheduled after pre-bid meeting
h.	Date of closing of submission of hard copies of the listed papers to the Estate Manager	Upto 17-00 hrs. on 26.08.20, unless rescheduled after pre-bid meeting, at the Jetty office of Estate Division, Syama Prasad Mookerjee Port , Kolkata at 6 Fairlie Place, Kolkata 700001.
i.	Date & time of Price Bid opening	To commence after 26.08.20, unless rescheduled after pre-bid meeting
j.	Tender fee & Earnest Money Deposit	The intending bidders shall remit both tender fee and Earnest Money on-line only as per details given hereunder before submission of offer. The bidders are advised to deposit both tender fee and Earnest Money to Syama Prasad Mookerjee Port , Kolkata along with their offer; otherwise their offer will be summarily rejected. In other words, Tenderers shall deposit Earnest Money & Tender Fee before filling in and submission of bids.
k.	i) Tender Fee	Rs. 590/- (Rupees five hundred and ninety only) including GST for each site separately.
	ii) Earnest Money Deposit	<u>As mentioned at Annexure II</u>

**Estate Manager (R&D)
ESTATE DIVISION
GENERAL ADMINISTRATION DEPARTMENT
SYAMA PRASAD MOOKERJEE PORT , Kolkata
15, Strand Road, Kolkata - 700 001**

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Annexure – I

DISCLAIMER

NIT No. SMP /KDS/LND/06-2020 dated 27.07.2020

This Tender Document contains brief information about Construction and right to display of advertisement on Monopole Street Hoarding /Roof Top Hoarding at different locations on the Estates of **Syama Prasad Mookerjee Port , Kolkata**. The purpose of this tender document is to provide applicants with information to assist the formulation of their bid application (the 'application').

Whilst the information in this tender document has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither **Syama Prasad Mookerjee Port , Kolkata**, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the tender document, or for any errors, omissions or misstatements, negligence or otherwise, relating to the proposed project, or makes any representation or warranty, expressed or implied, with respect to the information contained in this tender document or on which this tender document is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this tender document or subsequently provided to interested tenderers, in writing by or on behalf of **Syama Prasad Mookerjee Port , Kolkata** is subject to terms and conditions set out in this tender document.

Each tenderer should apply its own due diligence to check the accuracy, reliability and completeness of the information in this tender document and obtain independent advice from appropriate sources. Submission of bid shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.

The response to this Tender Document should be full and complete in all respects. Incomplete or partial bids shall be rejected. Intimation of discrepancies in the Tender Document, if any, should be given to the office of the **Syama Prasad Mookerjee Port , Kolkata** immediately by the tenderers. If Kolkata Port Trust receives no written communication, it shall be deemed that the tenderers are satisfied that the Tender Document is complete in all respects.

This Tender Document is not an agreement and is not an offer or invitation by Kolkata Port Trust to any other party. The terms on which the project are to be developed and the right of the successful tenderer shall be as set out in separate agreements contained herein.

Syama Prasad Mookerjee Port , Kolkata reserves the right to accept or reject any or all applications or make any change in the tender document at any time without giving any reason thereof and the decision of Kolkata Port Trust shall be final and binding on the tenderer. **Syama Prasad Mookerjee Port , Kolkata** will not entertain any claim for expenses in relation to the preparation of Tender Document submissions.

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Annexure –II

Details of Hoarding No.H3

NIT No. SMP /KDS/LND/06-2020 dated 27.07.2020

Hoarding No.	Description of work	Type	Facing	No. of Hoarding	EMD (in Rs.)
H3	Construction of monopoles for display of street hoardings (20 ft X 10 ft) at Crossing of Sandhya Bazar & Foreshore Road [Left side][In replacement of the existing one]	SD/S F	Facing Burn Standard	1	25000-

Abbreviations: S.D = Single Deck; D.D = Double Deck; S.F = Single Face; D.F = Double Face

Annexure –III

IMPORTANT INSTRUCTIONS TO E-TENDERERS

NIT No. SMP /KDS/LND/06-2020 dated 27.07.2020

This is an e-tender event of SMP, Kolkata. 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>Process of E-tender:</p> <p>A) Registration:</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 www.mstcecommerce.com/auctionhome/KoPT/index.jsp as per details given in this tender document.</p> <p>(ii) Only after registration, the bidder(s) can submit his/their bids electronically. Electronic bidding for submission of Bid over the internet will be done. The bidder should possess at least Class II signing type digital certificate (Bids will not be recorded without Digital Signature).</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 SMP, Kolkata nor MSTC shall be responsible for making such arrangement.</p> <p>SPECIAL NOTE: BOTH PRICE BID AND TECHNO-COMMERCIAL BID ARE TO BE SUBMITTED ON-LINE AT</p> <p>www.mstcecommerce.com/auctionhome/KoPT/index.jsp</p> <p>1) Bidders are required to register themselves online with www.mstcecommerce.com→ Port Lease Property→ KOPT →Registration →Register as Bidders’ Filling in details and creating own user-id and password→ Submit.</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 SMP, Kolkata /MSTC (before the scheduled time of the e-tender). Contact person (SMP, Kolkata):</p> <table border="1"><tr><td>1. Shri P.Ghosh Majumder, Estate Division, SMP, Kolkata, 6 Fairlie Warehouse, Strand Road, Kol- 700001 Contact No.033-71012455 E-mail id: estate.tender@kolkataporttrust.gov.in</td><td>2. Shri S. Dasgupta Estate Division, SMP, Kolkata, 6 Fairlie Warehouse, Strand Road- Kol- 700001 Contact No.033-71012455 E-mail id: estate.tender@kolkataporttrust.gov.in</td></tr></table> <p>Contact person (MSTC):</p>	1. Shri P.Ghosh Majumder, Estate Division, SMP, Kolkata, 6 Fairlie Warehouse, Strand Road, Kol- 700001 Contact No.033-71012455 E-mail id: estate.tender@kolkataporttrust.gov.in	2. Shri S. Dasgupta Estate Division, SMP, Kolkata, 6 Fairlie Warehouse, Strand Road- Kol- 700001 Contact No.033-71012455 E-mail id: estate.tender@kolkataporttrust.gov.in
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	1.Shri Sabyasachi Mukherjee Manager Contact No.- 07278030407 (033)22901004 E-mail- smukherjee@mstcindia.co.in	2.Shri K Kranthi Kumar Assistant Manager Contact No. 09174009882 (033)22901004 E-mail- kkkumar@mstcindia.co.in	
	<p>B) System Requirement:</p> <p>i) Windows 7 & above Operating System ii) IE-7 and above Internet browser. iv) Signing type digital signature v) JRE software to be downloaded and installed in the system. To enable ALL active X controls and disable ‘use pop up blocker’ under Tools →Internet Options→ custom level.</p> <p>The system requirements are as follows:</p> <ul style="list-style-type: none"> • Operating System- Windows 7 and above • Web Browser- Preferred IE 7 and above. • Active-X Controls Should be enabled as follows: Tools =>Internet Options =>Security =>Custom Level => Enable all Active-X Controls =>Disable “Use Pop-up Blocker” • Java (Latest is JRE 8 Update 241 – File name Windows X-86 Offline) <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"> • Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”. • Other Settings: Tools => Internet Options => General => Click On Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”. <p><u>For details, refer to the “Bidder Guide” and a video guide available under “View Video” Link.</u></p>		
2.	<p>Format of Bid:</p> <p>(i) This tender is a single part tender and price bids of all participating bidders subject to deposit of EMD &Tender Fee shall be opened after schedule date & time of submission of bid. Bidder(s) cannot witness electronic opening of bid since the same is not a public event.</p> <p>(ii) The highest rate received through Price Bid will be accepted as the H1(successful) bid and the bidder offering such H1 bid will be treated as the successful bidder (H1 bidder) for the site concerned, provided such a rate is acceptable to SMP, Kolkata</p> <p>Selection of successful bidder will be communicated to the bidder concerned by SMP, Kolkata only after completion of Tender Process and approval of competent authority.</p> <p>Note :</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 “Notification” 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>		
b	Remittance of Tender Fee & EMD:		

	<p>Bidder(s) are advised to remit payment towards tender fee and EMD in the manner stated hereafter and verify completion of transaction in respect of remittance of the same. In case of failure to do so for any reason, the bidder will not be eligible to submit bid and SMP, Kolkata will not be responsible on this account.</p> <p>Details of remittance of payment of EMD and Tender Fee are given hereafter separately.</p>
4.	Submission of on-line bid:
4.1	The bidder(s), who has /have submitted the above fees, can only submit their Bid through internet in MSTC website www.mstcecommerce.com → Port Lease Property→ KOPT →Login →View Details→ Stage I Bid Submission→ Live Auctions →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 filling in the Common Terms bidder should click 'save' for recording their Commercial bid. Then the link for Techno-Commercial Bid would be activated and the bidder should click on 'save' for recording their Techno-Commercial bid subsequently. Once the same is done, the Price Bid link becomes active and the same has to be filled in and then bidder should click on "save" to record their price bid. Once both the Techno-Commercial bid & Price bid are saved, the bidder can click on the "Submit" button to register their bid.
4.4	Bidder's alertness / duty:
4.4.1	There is no provision to take out the list of prospective bidders downloading the tender document from the website mentioned in NIT. Hence, it is not possible for SMP, Kolkata to intimate each of them individually at every intermediate stage. As such, all prospective bidders are requested to see the website once again before the due date of tender opening to ensure that they have not missed any extension or any other notice/ corrigendum/ addendum/ clarifications, if any, uploaded against the said tender, after downloading the tender document. The responsibility of downloading the subsequent item, if any, will be the sole responsibility of the prospective bidders.
4.4.2	All correspondence to the bidder(s) after participation in the tender shall be sent by e-mail only during the process till finalization of tender by SMP, Kolkata. Hence, the bidders are required to ensure that their e-mail ID provided is valid and updated at the stage of their registration with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
4.5	<p>Uploading of documents:</p> <p>Bidders are advised to use 'Attach Docs' link in the bidding floor to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for uploading is 4 MB.</p> <p>For further assistance, instructions of Vendor Guide are to be followed.</p>
4.6	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his automatic acceptance of all the terms & conditions for the tender including those contained in the extension or any other notice/ corrigendum/ addendum/ clarifications, if any.
4.7	Price Bid submission: As detailed in Evaluation Criteria and Price bid formats of this tender document.

NOTE:
(a) A bid can be edited and documents can be uploaded any number of times before the final submission of bid (i.e. before clicking on Sign & Encrypt). Once the bid is submitted by clicking on Final Submission, further editing is not allowed. However, deletion of the bid, followed by resubmission of the bid, with no additional amount of EMD and tender fee, is allowed upto the closing time of the tender.
(b) After the closing time of event has passed, no bid will be accepted by the system. Hence, bidders are advised to make final submission of their bids well within time.
(c) In all cases, bidders should use their own ID and Password alongwith 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.
(e) The e-tender floor shall remain open from the pre-announced date & time and for such duration as mentioned above.
(f) All electronic bids submitted during the e-tender process shall be legally binding on the bidder.
(g) SMP, Kolkata 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.
(i) Micro & Small Enterprises (MSEs) registered under Single Point Registration Scheme of NSIC shall be only exempted from payment of Tender fee and EMD. Such benefit shall be extended provided the bidder can furnish the relevant registration No. for the intended purpose that is verifiable from the website www.nsicspronline.com of National Small Industries Corporation (NSIC), which is certified by Government of India Enterprise under the Ministry of Micro, Small and Medium Enterprises (MSME).p
(j) The bidder should not have any dispute with Kolkata and Howrah Municipality and any Govt. agencies. No application from black listed agencies anywhere in India will be entertained.
(k) Joint venture / Consortium is not allowed to participate in the tender.
(l) The expression “ Kolkata Port Trust/ KoPT” appearing anywhere in the tender document, shall be construed to read as “Syama Prasad Mookerjee Port , Kolkata/ SMP, Kolkata ”

ANNEXURE – IV

DOs and DONTs FOR TENDERERS PARTICIPATING IN TENDERS

NIT No. SMP /KDS/LND/06-2020 dated 27.07.2020

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

WHAT TENDERERS SHOULD DO:

Get yourself Registered with MSTC website

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

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

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

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

Do not submit your completed bid early. E-Sourcing systems may slow down and crash when trying to upload multiple documents close to bidding deadlines.

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

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

For Bid submission you have to visit MSTC website i.e. www.mstcecommerce.com

For viewing of Tender information you have to visit SMP, Kolkata website i.e. www.kolkataporttrust.gov.in

You are to submit your offer electronically only. No tender shall be accepted by the SMP, Kolkata office in hard copies.

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

They are as follows:

*Date of NIT available to bidders to view

*Date of Pre-Bid Meeting

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

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

#Ensure that you Inspect the site before Bidding.

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

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WHAT TENDERERS SHOULD NOT DO

Don't Miss Pre-Bid meetings arranged for by Syama Prasad Mookerjee Port Kolkata.

Don't Delay opening or reading the bid documentation

Don't Submit invalid documents/certificates.

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

#Don't tamper with e- tender document Form provided by SMP, Kolkata .

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Guidelines for registration & remittance of tender fee and EMD

NIT No SMP /KDS/LND/06-2020 dated 27.07.2020

Contents:

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

A. PRIOR REGISTRATION WITH MSTC FOR E-BIDDING:

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

B. PAYMENT

1. Payment Gateway:

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

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

2. Payment through the “Smarthub” page:

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

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

3. Selection from Drop-Down Menu

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

- i) Tender Fee;
- ii) EMD.

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

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

c) If the bidder selects EMD, then amount field gets automatically populated with the respective EMD amount corresponding to the unique e-tender number submitted by the tenderer.d) In either case (whether for remitting tender Fee or EMD), the bidder shall click on ‘NEXT’ button. Then a pop-up verification page will come up, which will ask for confirmation from the bidder on the correctness of the details already entered by him in the above 2a, 2b and 2c under B. If the bidder finds an error, he/she shall opt for ‘BACK’ button to get back to the previous page for making necessary corrections. If the bidder finds the details to be correct, he /she will click on ‘I CONFIRM’ button. The bidder will then be directed to the next page.

4. Mode of Payment

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

Options:

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

5. Details of various payment options

5.1 If the client selects Multibank Net Banking option

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

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

5.2 If the client selects Debit card/ Credit card option

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

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

C. Refund of EMD:

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

ANNEXURE-VI

GENERAL INSTRUCTIONS TO THE TENDERERS

NIT No. SMP /KDS/LND/06-2020 dated 27.07.2020

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

Sl. No.	Compliance in respect of
(i)	Remittance of Earnest Money Deposit (EMD) as indicated in this tender
(ii)	Remittance of Tender Fee as indicated in this tender
On-line submission/ uploading of the scanned copies of the following	
(i)	IT PAN Card and TAN, if applicable.
(ii)	IT return of the recent financial year. <u>DEFINITION OF RECENT FINANCIAL YEAR:</u> When the NIT date is between April and September of a calendar year, the most recent financial year will mean the financial year ending March of the previous calendar year. When the NIT date is between October of a calendar year and March of the next year, the most recent financial year will mean the financial year in which October to December fall. Example: If date of NIT is in April 2019, the IT Return for 2017-18 is to be submitted and if the date of NIT is in November 2019, the IT Return for 2018-19 is to be submitted.
(iii)	Certificate of Goods and Services Tax (GST) registration, if applicable.
(iv)	Duly signed cancelled cheque.
Off-line submission of	
(v)	Self certified copy of partnership deed or Memorandum of Association & Article of Association, as applicable, for the bidder concerned.
Submission of bid	
Clicking on “ I agree” button to confirm having read and understood and agreed to all terms and conditions of the tender document, addendum, corrigendum, extension notice or any other communication including the sketch	

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ANNEXURE –VII

GENERAL INFORMATION TO THE TENDERERS

NIT No. SMP /KDS/LND/06-2020 dated 27.07.2020

1. Hoarding details:-

As per **Annexure –II** of this tender document.

2. Award:-

Award letter will be issued individually for each site on 'as is where is' basis.

3. Eligibility Criteria of the Bidder:-

3.1 The intending bidders shall remit both tender fee and Earnest Money on-line only as per details given above before submission of offer; otherwise their offer will be summarily rejected.

The entity remitting the tender fee & EMD and submitting the bid must be the same entity.

In case different entities remit the money and submit the bid, the latter shall upload a declaration to that effect as stated hereunder:

“I do hereby authorize (name and address of the remitting entity)..... to remit tender fee and/ or EMD on my/ our behalf.”

3.2 The bidder should not have any dispute with Kolkata and Howrah Municipality and any Govt. agencies. No application from black listed agencies anywhere in India will be entertained.

3.3 Joint venture / Consortium is not allowed to participate in the tender.

4. Inspection of sites:-

Tenderers are advised to send their request for inspection before pre-bid meeting at the mail id estate.tender@kolkataporttrust.gov.in. and indicate their contact details, sites to be inspected etc in the mail.

5. Deemed inspection:-

Irrespective of participation in the site-inspection, the tenderers shall be deemed to have inspected the respective site(s) before submission of offer and to have considered all relevant aspects necessary for submission of offer.

6. Query pertaining to bid:

(i) Tenderers may send advance queries to the aforesaid e-mail within the time before pre-bid meeting. SMP, Kolkata will be at liberty to amend the tender document and issue addendum, if needed, pursuant to receipt of such queries or otherwise. *However, no separate reply to the queries shall be made to the respective querists.*

(ii) The addendum, if issued, shall ipso facto become part and parcel of the tender document and

shall be hoisted in the website.

(iii) Besides, any other addendum, if issued, shall also be hoisted in the website and the same shall likewise become part and parcel of the tender document.

(iv) Hence, prospective Tenderers are advised to visit the website (i.e. www.mstcecommerce.com/auctionhome/KoPT/index.jsp, **CPP Portal** (<https://eprocure.gov.in/epublish/app>) & www.kolkataporttrust.gov.in) accordingly upto the date (or revised date, if any) of submission of tender.

7. **Tender Downloading:**

(i) **For reading and not for bidding:-**

Tender Document has been hosted in the websites www.mstcecommerce.com/auctionhome/KoPT/index.jsp, **CPP Portal** (<https://eprocure.gov.in/epublish/app>) & www.kolkataporttrust.gov.in. Interested bidders may download the tender document from these websites.

(ii) **For participation in the tender:-**

MSTC website shall have to be accessed only after registration as stated above. The intending bidder shall, thereafter, remit the tender fee and EMD individually for each site before submission of offer.

8. **Earnest Money:** As stated above at Annexure II.

9. **Forfeiture of Earnest Money:**

Any of the following will be sufficient ground for forfeiture of EMD.

(i) In case the bidder withdraws the offer before expiry of the validity period.

(ii) In case of non-acceptance of the allotment letter.

(iii) In case of non-acceptance of the terms & conditions of the allotment letter.

(iv) In case of deviation from any of the terms & conditions of the offer of lease till submission of Security Deposit along with adjustment of EMD with other dues or refund.

(v) In case of non-remittance of all payment due before handover of the plot within the specified period.

(vi) In case of furnishing any false / misleading / tampered information in the tender offer.

(vii) In case of furnishing any false / misleading / tampered information before finalization of tender.

(viii) In case of non submission of Price or non participation in re-bidding if necessary.

(ix) In case of formation of Cartel or influencing bidders to abstain from participation in the Tender.

10. **Validity:**

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

11. **Submission of off-line documents:**

As stated above in Annexure VI.

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

SMP, Kolkata 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.

13. Interruption of activities:

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

14. Right of acceptance: Syama Prasad Mookerjee Port Kolkata, reserves the right to accept or reject any or all tenders without assigning any reason thereof.

15. 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. SMP, Kolkata will not be responsible in any manner for such costs, regardless of the conduct or outcome of the tender process.

16. Tests of Responsiveness:

Prior to evaluation of the tender, SMP, Kolkata 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 by the due date (including extended period, if any).
- (ii) is accompanied by requisite Tender fee and requisite EMD, as stipulated.
- (iii) is accompanied by all the forms and formats dully filled in/ executed, as the case may be.
- (iv) contains all the information as requested in the tender document.
- (v) does not show inconsistencies between the offer and the supporting documents.
- (vi) proposes no change in the offer as compared to the terms & conditions of the allotment, as detailed in this tender document.

17. Clarifications:

To assist in the process of evaluation of Tender, SMP, Kolkata may, at its sole discretion, ask any bidder to provide additional documents / details or SMP, Kolkata 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.

18. Confidentiality:

Information required by SMP, Kolkata from the bidder (s) for the purpose of examination, evaluation etc. will be kept confidential by SMP, Kolkata and SMP, Kolkata 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.

19. Acceptance to Port's offer of award:

After finalization of the tender through e-tender, the offer of award will be made to the successful tenderer. The successful tenderer shall be required to formally accept the terms & conditions of the award letter and remit requisite amount as per **Terms of payment** within a period as will be specified in the said award letter, failing which the offer of award shall stand cancelled and the Earnest Money deposited by the tenderer shall stand forfeited.

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ANNEXURE –VIII

CONDITIONS DURING CONTRCAT PERIOD NIT No. SMP /KDS/LND/06-2020 dated 27.07.2020

1. **Duration:-**

05 years from the date of handover of the hoarding points.

2. **Agreement & Registration:**

To be executed at the expense of the agency as per format to be provided after prebid meeting.

3. **Title of the Land:**

The right of Monopole Street Hoarding along with land underneath and rooftop hoarding along with the rooftop will remain in the hands of the Syama Prasad Mookerjee Port, Kolkata and is not transferable under any circumstances.

4. **Scope of Work :**

4.1 The Civil Engineering Department of SMP, Kolkata will have the right to advise the agencies during erection of structures for street and rooftop hoardings and thereafter at any point of time during the contract period for the sake of ensuring safety of structure. The Mechanical & Electrical Engineering Department shall similarly have the right to advise in respect of electrification at the sites. This shall, however, not absolve the agencies of their primary responsibilities in this regard as to safety aspects.

4.2 The agency will obtain the right to display advertisement on Monopole Street Hoarding /Rooftop Hoarding after the fulfillment of all clauses laid down in this tender document.

4.3 The agency will arrange to get electricity connection from the CESC Ltd. towards illumination of hoarding and pay all charges in this regard. They have to check the electrical fittings including proper earthing on regular basis.

4.4 The agency will obtain all necessary permission from KMC/ HMC and any other authority as may be required in this regard at their own cost.

4.5 The agency will abide by the Advertisement Policy of KMC/HMC amended from time to time and any such administrative order, circular, notification, G.O. etc. which will come into effect from time to time.

4.6 Deviation of advertisement area without prior permission of the SMP, Kolkata will lead to cancellation of the contract with forfeiture of Security Deposit.

4.7 In the event of the area falling within the 'No Advertisement Zone' (in future), the Hoarding has

to be removed forthwith.

4.8 Regular maintenance of Hoarding is mandatory.

4.9 SMP, Kolkata shall not be responsible for damage or theft of the frames, structures, flexes, electrical fittings or any other material fixed at the site by the advertiser or for any temporary obstruction caused to the advertisement including pasting of posters etc by any person/political party. It shall be primary responsibility of the agency to safeguard and protect sites handed over to them by SMP, Kolkata.

4.10 The structure will be either 'T' shaped or 'Flagged' shape depending on the location.

4.11 In case of double deck monopole street hoarding, the upper portion shall be utilized for commercial display and lower portion reserved for display of SMP, Kolkata / Govt. message.

4.12 The successful bidders will undertake the assignment with experienced contractor/LBS/Structural Engineer etc. to be associated with the agency.

5. Display of Advertisement:

5.1 The advertisement area per Hoarding shall not exceed the limit as indicated in the list at **Annexure II** .However; the agencies are at liberty to reorient the hoarding face in a manner different from that indicated in the list of this tender document.

5.2 The specific parameters with respect to height and minimum ground clearance of the display should in no way cause inconvenience to the public.

5.3 On each hoarding, the name of the allotted agency alongwith hoarding number, period of allotment and allotment date, type of hoarding / display, SMP, Kolkata premises No. & address, size with dimension, contract No. of the agency etc. are to be clearly mentioned. The same should be displayed at the right hand bottom corner of each hoarding in a conspicuous manner. In case any site is found without an information board, it shall be treated as an unauthorized site and penal action including removal of the site shall be taken.

5.4 The supporting structure shall have a non reflective finish to prevent glare. The device structure shall be well maintained at all times. It shall be painted in colors that are consistent with the surrounding area.

5.5 The advertiser shall ensure that the advertisement displayed is not indecent/ obscene or otherwise offensive to good taste or against public sentiments or in contravention to the rules and regulations of SMP, Kolkata, as amended from time to time. The decision of SMP, Kolkata shall be final and binding on the agency.

5.7 When there is no such commercial display available to the hoardings, the hoardings should be covered up with white flex to maintain the aesthetic value of the city

6. Maintenance of site:

The advertisement structure shall be structurally sound and maintained in good and properly secured condition. The advertisement shall, at all times, be erected, fixed and retained in all respects conforming to acceptable standards and to the satisfaction of **SMP, Kolkata**. The agency is required to keep the site clean & good-looking and may make means of beautification/environmental friendly provisions at the advertisement displayed/erected site area/surface or at other area within **SMP, Kolkata** limit.

7. Security Deposit (SD):-

- (i) The successful bidder would pay S.D. equivalent to 50% of the annual fee before allotment of the site.
- (ii) The SD shall be refunded without interest after handing over vacant, unencumbered, peaceful possession of site to SMP, Kolkata subject to deduction of outstanding dues, if any on expiry or determination of the contract period.

8. Transfer:

No parting with right to display of hoardings will be allowed.

9. Disputes:-

The jurisdiction of appropriate courts in Kolkata **only** including Kolkata High Court.

10. Indemnity:-

The agency shall, at its own expenses, pay compensation for any injury, loss or reinstate and make good to the satisfaction of SMP, Kolkata for loss or damage accrued to any property or rights of SMP, Kolkata whatever, including SMP, Kolkata's agents/servants/employees, or any third party arising out of or in any way in connection with the execution or purported execution of the

Agreement and further, the agency shall indemnify SMP, Kolkata against all claims enforceable against SMP, Kolkata (or agents/servants/employees of SMP, Kolkata) or which would be so enforceable against SMP, Kolkata as applicable, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

11. Surrender:-

If any agency desires to surrender any hoarding point, the same can be done any time after Six months from commencement of contract. For any surrender of any hoarding, at least 01 (one) month's notice will be required; but no alternative point will be allowed. SMP, Kolkata will go in for a re-allotment of the said hoarding location as per the decision of the authority. In that event, the surrendering agency is at liberty to take away its structures before fresh allotment of the site. The SD shall be refunded without interest after handing over vacant, unencumbered, peaceful possession of hoarding space to SMP, Kolkata subject to deduction of outstanding dues, if any.

11.1 For surrender within first year of commencement of contract: the payment already deposited for the first year shall be retained.

11.2 For surrender beyond first year of commencement of contract: the payment for the entire year in which the date of surrender falls, shall be retained.

12. Termination of Contract:-

In the event of any breach of terms by the advertiser, SMP, Kolkata reserves the right to terminate the **contract**, by giving 3 months' notice with forfeiture of yearly advance and security money.

13. Essential services:-

The agency should bear the cost of infrastructure required for any service line to the hoarding point. After handing over possession of hoarding point and on being requested, SMP, Kolkata will issue necessary NOC for the said service line.

14. Statutory Clearances for all plots:-

The agency must obtain all statutory clearances, as may be required under the law, from the Municipality/ Ministries/Departments/ Authorities concerned before commencement of use of the site and follow all safety norms as prescribed by the competent authorities.

15. Terms of payment:-

(i) The currency of payment shall be INR.

(ii) The successful bidder shall make full payment towards 1st year's advance fee including GST as well as Security Money (SD) within 30 days from the date of the receipt of award letter through A/c Payee Cheque/Pay Order drawn in favour of 'Kolkata Port Trust'/ payment gateway as may be advised by SMP, Kolkata.

(iii) For next four years also, the payment has to be made in advance within 10th day of the

commencement of the respective year. The commencement of the 1st year shall be the date of handing over the advertisement location for the intended purpose. The plea of non-receipt of bill shall not be entertained. If the payment is not paid within the due date, simple interest @14.25 % per annum will be recovered.

(iv) If the award letter is not accepted and requisite fee including taxes for the 1st year and / Security Deposit is/are not made within the stipulated period of 30 days, SMP, Kolkata will have the right to

(a) either charge interest @14.25% p.a for the delayed payment i.e. after the stipulate date upto the actual date of payment.(maximum period allowed for payment with interest may be 90 days from the date of offer letter).

or

(b) cancel the allotment and forfeit the Earnest Money.

The selected tenderer will be required to deposit requisite amount of interest for the desired period of extension, along with his application for extension of time.

(v) Hoarding point will be made over to the successful tenderer only after encashment of the cheque / draft or online payment, as the case may be, for the entire payable amount for the first year including SD.

(vi) In addition, it will be the sole responsibility of the agency to remit amount payable to the Municipality.

(vii) If it is found during handing over space for hoarding (street / rooftop) that the proposed site cannot be utilized for the intended purpose for any reason acceptable to SMP, Kolkata alternative space shall be provided. If the same cannot be resolved, the payable amount of the agency for the said site shall be refunded without interest after deduction of GST amount.

16. Force Majeure:-

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

17. Termination of contract in the National Interest or in the interest of the public:

SMP, Kolkata reserves to the right to terminate the contract on six months' notice if the allotted hoarding space is required for the purpose of construction or carrying out of any works or otherwise for the development of the Port or by the Government in the National Interest or in the interest of the

public using the same. The agency shall be at liberty to take away the structure. In that case, SD and prorata yearly advance (less GST paid thereon) shall be refunded.

18. Compensation:-

If the agency continues to occupy it unauthorisedly even after expiry of five years / termination/determination and despite receiving the notice thereof, the said agency shall be liable to pay compensation for wrongful use at three (3) times the annual fee, till vacant possession is obtained by SMP, Kolkata.

19. Underground structure / service line:-

In case any unknown underground structure / service line (used/ unused / defunct) emerges within the site after handing over of the said hoarding point by SMP, Kolkata and poses unforeseen problem for the agency, SMP, Kolkata will consider the same, if requested by the agency, within the ambit of the tender terms and the law of the land, to alleviate the distress to the extent possible.

20. Precaution:

(i) The agency shall take all precaution to avoid any accident during display of Advertisement on Hoarding. The advertiser shall always be responsible for any injury or damage caused to or suffered by any person or property arising out of or relating to the display of the advertisement and the consequential claim or claims shall be borne by the advertiser who will also indemnify and safeguard **SMP, Kolkata** in respect of any such claim or claims. The advertiser shall display the advertisement at the selected sites in a proper manner taking all precautions against electrocution/ collapse or breaking down of structures. **SMP, Kolkata** shall not be responsible for any negligence, injury or casualty resulting from the installation, upkeep or removal of the advertisement including structure.

(ii) In case of narrow footpath, the board size should be adjusted as per available space of the footpath without encroaching public thoroughfare. However, the area of display will not be increased.

(iii) The agency should not be allowed to use substandard materials to ensure the safety of the citizens with utmost care.

21. Penal Measure:

The Bidder, if found involved in any kind of malpractices/violation of site including default in payment of fees, charges on advertisement or in case of violation of any terms and conditions mentioned herein or for violation of any provisions of the **SMP, Kolkata** ACT/ regulations/ provisions, shall be liable for cancellation of the contract and the agency and its Directors/ partners/ associates/ agents etc. will be blacklisted in participating in any advertisement related issues of **SMP, Kolkata**. The decision of **SMP, Kolkata** shall be final and binding to all. In case of any of the aforesaid violations, EMD/ Security Deposit shall be forfeited.

ANNEXURE –IX

EVALUATION CRITERIA

NIT No. SMP /KDS/LND/ 06-2020 dated 27.07.2020

1. While quoting for any particular plot of this tender, the Token rent shall be displayed as Re 1/- on-screen in the Price Schedule format. The bidder shall enter “0” (zero) to proceed further.
2. Then the bidder shall only fill in the premium amount (lump sum) over Re 1/-. In other words, the bidder shall indicate and offer the extra amount over Re 1/- (tax component payable extra). It is impressed upon the bidder that bid without premium in the manner stated herein is an incomplete bid.
3. Immediately, the system shall display the final quoted annual rent (i.e. Re 1/- plus quoted premium) with taxes extra thereon.
4. No hard copy of filled in format of the Price Schedule shall be entertained in case of submission thereof to the office of SMP, Kolkata and / or MSTC.
5. Price bids of all the participating bidders shall be opened after closing date of bid submission.
6. The highest rate received through Price Bid will be accepted as the H1(successful) bid and the bidder offering such H1 bid will be treated as the successful bidder (H1 bidder) for the site concerned, provided such a rate is acceptable to SMP, Kolkata.
7. All taxes, as may be applicable from time to time, shall be payable extra above the final bid amount, if accepted by SMP, Kolkata as the highest received bid. At present, GST and tax payable to Municipality are payable extra as detailed in this tender document.
8. In case of Tie in rates in the tender, rebidding will be done amongst those bidders who have offered tied (and highest) Price Bid with the tied Bid as the floor Rate. Notice period for such rebidding shall not be less than three days.

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DECLARATION BY THE BIDDER

(To be read and agreed to while submitting on-line bid)

N. I. T. No. SMP /KDS/LND/06-2020 dated 27.07.2020

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

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

I/We have not been removed/ dismissed from service/employment earlier; I/We have not been found guilty of misconduct in professional capacity; I/We am not an undischarged insolvent;

I/We have not been convicted of an offence;

I/We have not concealed or suppressed any material information, facts and records and I/We have made a complete and full disclosure.

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

I /we have not any dispute with Kolkata Municipal Corporation, Howrah Municipal Corporation and any Govt. agencies.

I/We having examined the Tender Document and having fully understood its content including the General Information & instructions to bidders and evaluation criteria, hereby submit our offer for allotment of SMP, Kolkata land/ structure / property as per this instant tender on “as is where is” basis through tender for the purpose as indicated in the appropriate format of this tender document.

I/We accept all the terms & conditions of the Tender Document.

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

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

I/We have examined and have no reservations to the Tender Document issued by SMP, Kolkata thereon.

I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.

I/we understand that SMP, Kolkata reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

I/We hereby undertake that we will abide by the decision of SMP, Kolkata in the matter of examination, evaluation and selection of successful bidder and shall refrain from challenging or questioning any decision taken by SMP, Kolkata in this regard.

I/We hereby undertake that in the event of furnishing any incorrect / false statement / scanned copy of any tampered document till commencement of the lease, the responsibility shall entirely lie with us and SMP, Kolkata shall have every authority to outright reject our bid with forfeiture of full amount of EMD without any opportunity of communication from our end and initiate further action, if deemed necessary by SMP, Kolkata.

In the above undertaking, 'I' stands for the individual or the proprietor and 'We' stands for bidders with other legal entity.

APPENDIX – II

AGREEMNT FORMAT

TO BE UPLOADED AFTER PRE-BID MEETING

Appendix – III

Price Bid FORMAT

Tender NIT No. SMP /KDS/LND/06-2020 dated 27.07.2020

Hoarding No. <i>[To be entered online by the bidder]</i>	Tenderer to enter '0' [As will be guided by the system on-line]	Token Rate [Re 1/-] Shall be fed into the system **	Tenderer to insert Premium in Rs. [As will be guided by the system on-line]	Final quoted amount in price bid in Rs. [taxes extra] [III + IV]
I	II	III	IV	V

**The Tenderer need not fill anything against this column. A token rate of Re 1/- is already fed into the system. The bidder is only required to fill in the amount of premium in INR above Re 1/- in column IV.

The final quoted amount in price bid shall be Re 1/- more than the amount of premium entered and will be displayed by the system automatically in column V.

Submission of sending hardcopy or price or indication of price otherwise will render such an offer liable for cancellation.

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