Notice Inviting Tender

N. I. T. No. SMP/KDS/LND/12-2023 dated 22.02.2023
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
GENERAL ADMINISTRATION DEPARTMENT
ESTATE DIVISION
6, FAIRLY PLACE, Kolkata-700001
Website: www.smportkolkata.shipping.gov.in
Email address: estate.tender@kolkataporttrust.gov.in

E-Tender under two-part system (Part I: Techno-Commercial Bid and Part II: Price Bid) "**Allotment of a portion of Delta Shed (Northern side) Kantapukur for Plot No. 10-23(D) as detailed in Annexure I in this tender document with First Right of Refusal, on license for five years *on 'as is where is' basis,*** without renewal option, against payment on annual license fee basis through e-tender-cum-e-auction" is invited.

Tender Document and extension or any other notice/ corrigendum/ addendum/ clarifications, if any, are being hoisted in the websites of Syama Prasad Mookerjee Port, Kolkata ((www.smportkolkata.shipping.gov.in), CPP Portal (h ttps://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 are 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/109/KOLKATA/22-23/41184
b.	MODE OF TENDER	e-tender System by Online Part I - Techno- Commercial Bid and Online Part II - Price Bid 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). Hard copies of the documents as specified shall have to be submitted to the tender box kept at the Jetty office of Estate Division, Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata) at 6 Fairlie Place, Kolkata 700001.
c.	NIT available for parties to view	**From 24.02.2023 to 24.03.2023**
d.	Last date for submission of query by e-mail and request for site inspection	**Till 5 P.M. on 06.03.2023**
e.	Pre-bid meeting through Zoom Conference	**At 12:30 P.M. on 10.03.2023** 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 and time of remittance of Tender Fee & Earnest Money Deposit by e-payment mode	**Till 5 P.M. on 23.03.2023**
g.	Last date and time of submission of online Techno-Commercial Bid and price Bid at **www.mstcecommerce.com/auction home/kopt/index.jsp**	**Till 5 P.M. on 24.03.2023**
h.	Last date and time of submission of hard copies of MOA into the specified box kept at the Jetty office of Estate Division, Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata) at 6 Fairlie Place, Kolkata 700001at 6 Fairlie Place, Kolkata 700001	**Till 5 P.M. on 24.03.2023**

Note:

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

Estate Manager (I/C)
Estate Division
General Administration Department
Syama Prasad Mookerjee Port, Kolkata
6, Fairlie Place, Strand Road
Kolkata -700001
Email address: estate.tender@kolkataporttrust.gov.in

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ANNEXURE –I

DETAILS OF PLOT- No.10-23(D)

Plot No.	Name / Location of Plot	Period of License	Area to be Leased Out (Approx. in Sqm.)	Reserve Annual License Fee (in Rs.) (taxes extra)	List of permitted purposes of lease (Bidders to offer purpose from this list)	EMD (in Rs.)
10-23(D)	A portion of Delta Shed (Northern side) Kantapukur FRR-**M/s Eastern Distributors**	05 Years	1049.431	14,31,466/-	Storage and warehousing	1,43,147 /-

NOTE-

(i) All prospective bidders are requested to note that they shall have to deposit EMD as mentioned in the above table & non-refundable Tender FEE of Rs.590/-.

(ii) No relaxation on payment of EMD & Tender Fee is applicable in case of MSME.

(iii) All prospective bidders are requested to refer Clause No.7.2 & 7.3 of Annexure-V as regards to use of purpose.

ANNEXURE –II-A

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

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. **Process of E-tender:**

A) Registration:

(i) The process involves registration of bidders with MSTC e-tender portal. 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.

(ii) Only after registration, the bidder(s) can submit his/their bids electronically. Electronic bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The bidder should possess at least Class II signing type digital certificate (Bids will not be recorded without Digital Signature).

(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.

(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.

SPECIAL NOTE: BOTH PRICE BID AND TECHNO-COMMERCIAL BID ARE TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/auctionhome/kopt/index.jsp

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.

Bidders who are already registered with MSTC for e-tender of SMP, Kolkata for less than one year need not to register afresh. However, for bidders having registration which are more than one year old have to request for re-activation of their old registration by forwarding the registration email along with a copy of PAN card to MSTC.

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) :

1. Name: Shri N.Mallick 2. Estate Division, SMP, Kolkata. 6 Fairlie Palace, Strand Road- 700001 Contact No.033-71012455 E-mail id: estate.tender@kolkataporttrust.gov.in	3. Name: Shri R. Kamath 4. Estate Division, SMP, Kolkata. 6, Fairlie Palace, Strand Road- 700001 Contact No.033-71012249 E-mail id: estate.tender@kolkataporttrust.gov.in

	Contact person (MSTC): **Helpline no- 07969066600** 1. Shri Sabyasachi Mukherjee E-mail-smukherjee@mstcindia.co.in Direct No.-(033)22812879/ 7278030407 2. Shri K Kranthi Kumar Email-kkkumar@mstcindia.co.in Mobile- 9174009882
	B) System Requirement: i) Windows 7 & above Operating System ii) IE-7 and above Internet browser. iii) Signing type digital signature iv) JRE software to be downloaded and installed in the system. To enable ALL active X controls(**Except Active-X filtering which should be disabled**) and disable "use pop up blocker" under Tools →Internet Options→ custom level.
	The system requirements are as follows: • Operating System- Windows 7 and above • Web Browser- Preferred IE 7 and above. • Active-X Controls Should be enabled as follows: Tools =>Internet Options =>Security =>Custom Level => Enable all Active-X Controls (Except Active-X filtering which should be disabled) =>Disable "Use Pop-up Blocker" • Java (Latest is JRE 8 Update 201 – File name Windows X-86Offline) To disable "Protected Mode" for DSC to appear in the signer box following settings may be applied. • Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode". • Other Settings: Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage". **For details, refer to the "Bidder Guide" and a video guide available under "View Video" Link.**
2.	**(i) Format of Bid:** (A) Part I Techno-Commercial Bid will be opened electronically on specified date and time as given in the Tender Notice. Bidder(s) cannot witness electronic opening of bid since the same is not a public event. (B) Part II Price Bid: Price Bids of only techno-commercially qualified bidders shall be opened electronically **AFTER** the e-auction is complete. Bidder(s) cannot witness electronic opening of bid since the same is not a public event. **(ii) E-Auction (HELD BEFORE OPENING OF PRICE BID):** Notice containing auction schedule (Date &time of e-auction)will be hoisted in MSTC's Web site 5 days prior to auction. The bidders are requested to visit MSTC website regularly for information of Auction schedule. Techno-Commercially qualified bidders will be informed separately by SMP, Kolkata and MSTC through e-mail with at least 5 days' notice. No request for non-receipt of mail regarding auction schedule from either SMP, Kolkata or MSTC will be entertained after two days of hoisting of such auction schedule. **The onus of visiting the MSTC website and obtaining the information of auction schedule is strictly on the bidder**. **While submission of Price bid is a must, participation in e-auction is not mandatory. In case a bidder does not participate in the e-auction, his/her only bid will then be that given in the Price Schedule format**. **Non Participation in e-auction by any techno-commercially qualified bidder will be taken as a voluntary and conscious decision and hence no request from any bidder on the plea of non receipt of information of auction schedule shall be entertained by SMP, Kolkata two days after auction schedule is hoisted in MSTC website.**

	(iii) H1 bidder/Successful Bidder: 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. **Note :** (i) Any necessary notice/ addendum/ extension notice/ corrigendum to the tender would also be hoisted in the e-tendering portal of M.S.T.C under the **"Notification"** Link (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. (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.
3.	**Refund of Tender Fee & EMD:** While Tender fee is non-refundable for all the bidders, EMD will be refunded by SMP, Kolkata to the unsuccessful bidder(s), without interest, against respective PAN. Bank details of remitting bank from where e-payment of EMD has been made is to be furnished (i.e. name of bank and & address, Current a/c No, IFS Code). [Such refund is, however, subject to any clause of Tender attracting forfeiture of EMD].
4.	**Submission of on-line bid:**
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 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. For Stage II** forward Auctions Click on Forward Auction→ Live Auctions →Selection of the live event→ Placing of Bids **Only after the evaluation of Stage I bidding the forward auction shall take place among techno-commercially qualified bidders.
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	**Bidder's alertness / duty:** 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 at the stage of their registration with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate). In case of successful bidder the communication of *'Allotment Letter'* will be through hard copy.
4.5	**Uploading of documents:** 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. Altered/amended format of document, if uploaded, will not be given any cognizance.

4.7	**Price Bid submission: Price shall only be quoted online.** A bid without submission of valid online price bid shall not be considered. No offline price bid shall be accepted. Also any document related to Price bid shall not be uploaded / submitted as hard copy during submission of Techno-Commercial bid and uploading/ submission of such document will lead to cancellation of offer.
5.	**E-auction:** At the stage of e-auction amongst the techno-commercially qualified bidders, the bidders shall only quote the total bid value at an increment or multiple thereof as will be allowed in the auction floor. It is not mandatory to participate in e-auction.

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.
Since replacement of any particular document already uploaded is not allowed by the System, the bidders are **strictly** advised to delete the entire bid and resubmit a fresh bid containing the revised document and refrain from uploading more than one document for a particular purpose otherwise the consequence of this deviation will be borne by the bidder only.

(b) After the closing time of event has passed, no bid will be accepted by the system. Hence, bidders are advised to make final submission of their bids well within time.

(c) In all cases, bidders should use their own ID and Password along with Digital Signature at the time of Submission of their bid.

(d) During the entire e-tender-cum-e-auction process, the bidders will remain completely anonymous to one another and also to everybody else with a view to discourage formation of Cartel. Any such formation will be strictly viewed and the entire Tender may be liable to be cancelled and EMD of the concerned Bidders liable to be forfeited including debarring such bidders from participating in future Tenders of SMP, Kolkata.

(e) The e-tender floor shall remain open from the date, time & duration as mentioned in the tender document, subject to extension of this duration as defined in this tender document.

(f) SMP, Kolkata may defer date of auction for any reason. The changed date will be accordingly intimated to the techno commercially qualified bidders by e-mail from SMP, Kolkata and MSTC and hoisting of the same in STC website. No request from the bidders for change of such date will be entertained by SMP, Kolkata.

(g) All electronic bids submitted during the e-tender process shall be legally binding on the bidder.

(h) 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) The expressions "Kolkata Port Trust and KoPT" appearing anywhere in the tender document, shall be construed to read as "Syama Prasad Mookerjee Port, Kolkata and SMP, Kolkata" respectively. Also the web site www.kolkataporttrust.gov.in appearing anywhere in the tender document, shall be construed to read as "www.smportkolkata.shipping.gov.in".

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ANNEXURE - II B

DOs and DON`Ts FOR BIDDERS PARTICIPATING IN ESTATE TENDERS OF SMP, KOLKATA

 # A detailed list of Important instructions to tenderers is given above as Annexure-II (A). Read the instructions carefully before bid submission

WHAT BIDDERS SHOULD DO:

Get yourself **Registered** with MSTC website **https://www.mstcecommerce.com/auctionhome/kopt/index.jsp** for participating in the Tender Process of Estate Division, SMP, Kolkata.

#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.

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

Do submit your completed bid early. Systems may slow down and crash while trying to upload multiple documents close to bidding deadlines.

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

Check websites of www.smportkolkata.shipping.gov.in , CPP Portal https://eprocure.gov.in/epublish/app 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 related information/ updation, you have to visit SMP, Kolkata website i.e. www.smportkolkata.shipping.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 the 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. No relaxation on payment of EMD & Tender Fee is applicable in case of MSME**

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

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

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

#Please **insert "Purpose of use for the Land/ Structure/ Property"** from the List provided by SMP, Kolkata in the Tender document.

WHAT BIDDERS 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 **document.**

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

Don't **Enter false data/forged documents specially regarding Networth or indicate any purpose of use for the Land/ Structure/ Property beyond the list of permitted purposes.** Such act may lead to forfeiture of EMD/Security Deposit.

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

#Don't tamper with e- tender document Form provided by SMP, Kolkata. For example, a tampered Networth Document will lead to forfeiture of EMD.

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ANNEXURE – III

Guidelines for registration & remittance of Tender Fee and EMD

Contents:

A. Prior Registration with MSTC for e-bidding:

B. Payment through The "Smarthub" Page

C. 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 & TAN ,if applicable of the bidder (ii) GST No. if applicable 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 as applicable. Else to mention NA (Not Applicable).
h) Bank Details: As per format to be filled in during registration.

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/authorized representative.

4. Now the bidder in possession of unique registration number provided by MSTC and also otherwise in possession of * digital signature for signing, is eligible to make necessary payment for tender fee and EMD by **online** mode **ONLY** as detailed hereunder separately. The bidders are required to remit the tender fee and EMD separately for easy identification of the respective amounts deposited by each bidder.

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

B. PAYMENT

1. Payment Gateway:

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

2. Payment through the "Smarthub" page:

The Bidder shall fill in the following details in the "Smarthub"

a) Bidder's Name;

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

3. Selection from Drop-Down Menu

a) The bidder is required to select through a drop-down menu, the following options, one by one, in any order :-
i) Tender Fee;
ii) EMD.

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

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

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

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 bidderonthecorrectnessofthedetailsalreadyenteredbyhimintheabove2(a),2(b)and2(c)under B (2).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-banknet-banking;
b) Debit card/ CreditCard;
c) NEFT/ RTGS

5. Details of various payment options

(I) 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.

(II) 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.

(III) If the client selects NEFT/ RTGS option

Once "**MAKE PAYMENT"** is clicked by the bidder, the HDFC Bank "Smarthub" page shall generate a **pre-filled** challan having all the details required corresponding to the bidder, theplot concerned and Tender fee / EMD namely,
(i) Name of the Beneficiary, i.e. SMP, Kolkata
(ii) Account No. of the Beneficiary**;**

(iii) Bank and Branch of Beneficiary;
(iv) IFSC Code of Branch of Beneficiary's bank;
(v) Amount;

(a) The bidder shall remit the requisite amount by RTGS/ NEFT in their respective bank **within scheduled date and time** as mentioned in this tender document. The bidder will take a printout of this challan to his bank, fill up his bank's NEFT/ RTGS request form by filling up the above mentioned details [points (i)-(v)] and initiate the payment from his bank. Remittance of Tender fee or EMD or both beyond the scheduled date and time as mentioned in this tender document shall render the offer liable for outright rejection. No communication in this regard shall be entertained by KoPT.

(b) After making payment by this mode, the bidder would login to the e-Tendering portal of MSTC and shall submit bid on-line by filing in required information, including payment particulars. Also, the bidder shall indicate correctly the relevant details pertaining to the remittance of the payment and mode thereof in the specified field of the on-line bid form.

D. Refund of EMD:

(i) The refund of EMD to the unsuccessful bidder shall be made after finalization of the tender subject to the conditions of forfeiture of Earnest Money(EMD) as mentioned under Clause of "**Forfeiture of Earnest Money" in Annexure-V.**

(ii) The successful bidder may convert the EMD into SD and pay the balance SD. In case of payment of license fee by upfront, the EMD shall be refunded immediately after the payable amount of upfront including amount of SD for upfront is received by SMP, Kolkata with / without adjustment of required amount of SD from EMD, as may be decided

(iii) Refund of EMD to any bidder for any plot shall be made only by NEFT/ RTGS to their respective accounts as per particulars already furnished by them during registration with MSTC.

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ANNEXURE - IV

Part – I: **Techno-Commercial Bid**

GENERAL INSTRUCTIONS TO THE BIDDERS

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 of the following
(iii)	Scanned copy of duly filled in APPENDIX - II (Estate Port Dues as on the date of this N.I.T.) is to be uploaded.SMP, Kolkata's decision as per SMP, Kolkata's record will, however, prevail so far as an outstanding due of any bidder is concerned.
(iv)	Scanned copy of "Net worth" as per Format APPENDIX - III, certified by a Chartered Accountant has to be uploaded. The Chartered Accountant has to clearly mention his/her name with signature, stamp and Unique Document Identification Number (UDIN).The "Net-worth" of the bidder has to be based on Audited Annual Accounts for the financial year 2021-22 as per definition given below.
(v)	Scanned copy of PAN Card and TAN if applicable(To Be uploaded)
(vi)	Scanned copy of IT return of the Financial year 2021-22 (To Be uploaded).
(vii)	Scanned copy of Cancelled cheque (To be uploaded).
(viii)	Scanned copy of Appendix-I duly signed (To be uploaded).
(ix)	Scanned copy of EMD & TF transaction receipt
(x)	Self certified copy of partnership deed(for Partnership firm/ LLP) or Memorandum of Association &Article of Association(for Company) or HUF deed (for HUF) and/ or any other document relevant as applicable, for the bidder concerned **either in soft copy during online submission of bid or in hard copy** into the specified box kept at the office of Estate Division.
(xi)	Bidder's Undertaking regarding use of plot as "**Parking"/ "Storage & Warehousing" as per Clause No.7.2& 7.3 of Annexure-V** duly signed, if proposed purposes of the bidder are "Parking"/ "Storage & Warehousing"
	Submission of bid
(x)	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. In effect, Clicking on "I Agree" button will ipso-facto render any attempted alteration to the formats as decided by SMP, Kolkata authorities in the Tender Document as null and void.

NOTE:

Bidders are advised to note that allotment letter to successful bidder will be issued only on verification of documents. In case of submission of fake documents, the allotment will be cancelled and EMD forfeited and any further steps may be taken in accordance with law.

ANNEXURE V

GENERAL INFORMATION TO THE BIDDERS

1. Plot Details: As per Annexure –I of this tender document. The relevant sketch is attached with this tender document.

2. Allotment:-

The plot of land/ structure / property will be allotted in a single parcel and on 'as is where is' basis. Under no circumstances, any of such land/ structure / property will be subdivided into parts to accommodate more than one licensee.

3. Warehousing:-

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

4. When Rail Served:-

If any plot not presently rail served, becomes rail served in future, the payable annual rent /upfront for the balance period of license shall be enhanced by 15 % on the payable annual rent at that point of time or pro-rata amount of upfront, as the case may be.

5. Belting and abutting more than one Road

(i) Wherever belting is applicable, 1st belt is the area within 50 metres from the road and 2nd belt is the area beyond 50 metres from the road.

(ii) If a plot abuts more than one road, 15% extra on reserve price or annual rent will be charged. In case the rates of rent applicable corresponding to such roads are different, then higher of the rates will be taken while computing the rent for the plot.

6. Proposed purpose of lease -

The lessee shall have to utilize the land/ structure property for any or any combination of purposes conforming to the list of permissible purposes mentioned in the table under Annexure – I. Accordingly, bidders to enter proposed "Purpose(s)" in the text field in the space provided during online bid submission from the list of purposes mentioned in the tender for the concerned plot / structure. During online bid submission Prospective bidders may note the followings -

(a) If any bidder does not propose any purpose in the respective field during online bid submission, their offer shall be considered subject to **submission of purpose as per NIT latter on after obtaining communication from SMP, Kolkata**

(b) If any bidder proposes "Purpose" beyond what is provided in the list, their offer will be considered as a valid offer subject to the followings-

(i) If quoted purposes are non-commercial and allowed purposes are Commercial, then a declaration shall have to be given by the prospective bidders that if successful, no request for revision of rate to non-commercial rate (i.e. without35% premium), though their proposed purpose is non- commercial. The

said declaration shall have to be submitted **before auction after obtaining communication from SMP, Kolkata**

(ii) If quoted purposes are commercial and allowed purposes are non-commercial, then a declaration shall have to be given by the prospective bidders before auction to make payment with the accepted highest amount plus 35% extra, if successful, **after obtaining communication from SMP, Kolkata**; otherwise the offer will not be considered as valid offer.

(c) Also if any bidder proposes any combination of purposes in which one or more are beyond the allowable purposes and others are as per allowable purposes, the purposes which are beyond the allowable purposes will not be considered and the submitted offer will be processed with the proposed purposes which are as per allowable purpose. The bidder shall have to accept the said consideration before auction **after obtaining communication from SMP, Kolkata**; otherwise their offer will not be considered as a valid offer.

7. Definitions of different purposes:-

7.1 " Storage building" that is to say any building or part thereof used principally for the storage or sheltering of goods, wares or merchandise as in warehouses. Such building shall include cold storage, freight depots, transit sheds,store houses, public garages, hangars, silos and barns;

7.2 Specific Note for Parking *:*

If the plot is used as "PARKING" required for warehousing activities" it is to be considered as non- commercial and 35% will not be charged on ARR; otherwise Parking will be considered as commercial use as per new SOR. An undertaking regarding use of parking shall have to be submitted by the ROFR bidder along with Techno-commercial bid if they proposed "Parking" as one of the purpose. Decision will be taken after discovery of highest bidder regarding loading of 35% on highest bid received.

7. 3 Specific Note for Storage & Warehousing*:*

"**Storage & Warehousing**" may be considered as non- commercial and 35% will not be charged on ARR if the ROFR bidder is running their business as cold storage, freight depots, transit sheds, store houses, public garages, hangars, silos and barns on the said plot as per definition of "Storage Building" as defined in Land Use Plan of SMP, Kolkata ;

Storage & Warehousing" may be considered as commercial and 35% will be charged on ARR if the ROFR bidder intends to use the plot **principally as shops, stores or markets for display or sale of merchandise on retail/wholesale basis, or for office and storage of service facilities incidental thereto, and shall include establishments, wholly or partly engaged in retail/ wholesale trade, manufacturer's wholesale outlets including related storage facilities, warehouses as per definition of Mercantile building(retail/ wholesale)** as defined in Land Use Plan of SMP, Kolkata

An undertaking regarding use of Storage & Warehousing shall have to be submitted by the ROFR bidder along with Techno-commercial bid if they proposed "Storage & Warehousing" as one of the purpose and decision will be taken after discovery of highest bidder regarding loading of 35% on highest bid received.

8. Eligibility Criteria of the Bidder:-

(i) Remittance of Earnest Money Deposit (EMD) & Tender fee (TF) as indicated in this tender

(ii) Net worth of bidder at the end of the most recent financial year, certified by a Chartered Accountant, should be more than 12 months reserve license fee (excluding taxes).

(iii) Non-pendency of mutually admitted Port Estate dues (for all plates of the prospective tenderer in

KDS) on the date of NIT (applicable for existing licensee of other plot and/ or renewal of license of the tendered plot). In other words, if any dues claimed by SMP, Kolkata are stayed by Higher Courts/ Cabinet Secretariat prior to publication of NIT in newspaper, such dues need not be paid to become eligible to participate in tender- cum –e-auction.

In case there are any unpaid mutually admitted dues, the prospective tenderer may be allowed to participate in tender, only if he/she agrees to pay on Advance payment option on becoming successful bidder.

SPECIAL NOTE:

(a) If the ARR of the licensed plot as indicated in Annexure I is **less than or equal to Rs. 6.00 lakhs**, no Networth criterion will be applicable. Bidders for such plots are not required to submit Networth Certificate.

(b) If the ARR of the licensed plot as indicated in Annexure -I is **more than Rs. 6.00 lakhs**, Networth of the bidder should be **more** than 12 months' reserve license fee (excluding taxes).

In the event of failure of any bidder to fulfill this condition, the techno-commercial offer of the bidder concerned will be considered provided the bidder agrees to pay the sum total of license fees for five years in advance. The bidder shall have to confirm to this effect, before holding of e-auction; otherwise the bidder shall be techno-commercially disqualified for the said offer without forfeiture of EMD.

Non-compliance of the said confirmation in the event of receipt of allotment letter, shall render the said allotment liable for cancellation with forfeiture of EMD.

(c) The formula for calculation of Net worth will be as follows:-

[{proprietor's capital (for proprietorship firms)/partners' capital (for partnership firms)/paid up capital (for companies) + free reserve} –intangible assets]

(d) List of qualifying Documents

Absence of any of the following documents lead to cancellation of offer and no communication shall be made with the bidder as regards to non-submission of the same.

(i) Remittance of Earnest Money Deposit (EMD) & Tender fee (TF) online through HDFC Payment Gateway as described in Annexure-III on or before schedule date & time.

(ii) Uploading of Net worth Certificate as per format Appendix-III as attached, during submission of online Technical bid.

However, clarifications may be obtained on submitted documents, if required. No bidder without advice/ request of SMP, Kolkata can unilaterally submit any clarification on the matter as mentioned above.

(e) List of supporting documents

Following supporting documents are required to be submitted during online submission of tender. During the process of scrutiny of bids, clarifications including relevant documents, if required, may be obtained from the bidders through e-mail by the officials of SMP, Kolkata. No bidder without advice/ request of SMP, Kolkata can unilaterally submit anything-

(i) Copy of TAN Registration original certificate, if applicable. In case of misplaced or lost of the said document, the bidder shall have to submit a declaration during submission of online Technical bid as regards to submission of the same before allotment, if successful.
(ii) Copy of PAN Card
(iii) Copy of Income Tax Return (ITR) for the recent financial year
(iv) Self certified Statement of Estate Dues position as per format Appendix-II as attached
(v) Copy of Cancelled Cheque
(vi) Scan copy of Appendix-I
(vii) Self certified copy of partnership deed(for Partnership firm/ LLP) or Memorandum of Association &Article of Association(for Company) or HUF deed (for HUF) and/ or any other document relevant as applicable, for the bidder concerned
(viii) Bidder's Undertaking regarding use of plot as "Parking"/ "Storage & Warehousing" as per Clause No.7.2& 7.3 of Annexure-V duly signed, if proposed purposes of the bidder are "Parking"/ "Storage & Warehousing"

9. Deemed inspection:

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

10. Query pertaining to bid:

(i) Bidders may send advance queries to the Contact Officers by e-mail at estate.tender@kolkataporttrust.gov.in within the time schedule mentioned above. ***However, no separate reply to the queries shall be made.***

(ii) Prospective bidders are advised to visit the website (i.e. www.mstcecommerce.com/auctionhome/kopt/index.jsp, https://eprocure.gov.in/epublish/app & www.smportkolkata.shipping.gov.in) upto the date (or revised date, if any) of submission of tender.

11. Tender Downloading:.

(i) For reading and not for bidding:-

Tender Document has been hoisted in the website www.kolkataporttrust.gov.in. and CPP Portal (https://eprocure.gov.in/epublish/app)
Interested bidders may download the tender document from any of these websites.

(ii) For participation in the tender:-

MSTC website www.mstcecommerce.com/auctionhome/kopt/index.jsp **shall have to be accessed only after registration as stated above. The intending bidder shall, thereafter, remit the tender fee amounting to Rs. 590/- (non-refundable) and Earnest Money in the manner stated above before submission of offer.**

12. Forfeiture of Earnest Money:

Any of the following will be sufficient ground for forfeiture of EMD.
(a) In case the bidder withdraws the offer before expiry of the validity period as per Tender terms

as at (13) below.

(b) In case of non-acceptance of the allotment letter.
(c) In case of non-acceptance of the terms & conditions of the NIT
(d) In case of non-compliance of the terms & conditions of the offer of license
(e) In case of deviation from any of the terms & conditions of the offer of license till submission of Security Deposit along with adjustment of EMD with other dues or refund.
(f) In case of non-remittance of all payment due before handover of the plot within the specified period.
(g) In case of furnishing any false / misleading /tampered information in the tender offer as well as before finalization of tender.
(h) In case of non submission of Price or non participation in re-bidding (submission of fresh price/ e-auction or both) in case of tie, if so decided by SMP, Kolkata. The bidder may refer to Evaluation Criteria in this regard.

13. Validity:

The offer shall be kept valid for a period of 180 days from the date of closing 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**.

14. 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.

15. 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**.

16. Right of acceptance:

Kolkata Port Trust reserves the right to accept or reject any or all tenders without assigning any reason thereof.

17. 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.

18. Tests of Responsiveness:

Prior to evaluation of Techno Commercial Part of the tender, **SMP, Kolkata** will determine whether each offer is responsive to the requirements of the tender document. A tender shall be considered respons.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 or in the Standard License Deed Form.

19. 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.

20. Confidentiality:

Information required by **SMP, Kolkata** from the bidder (s) for the purpose of examination, evaluation etc. will be kept in confidence 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 relicense.

21. Acceptance to Port's offer of allotment:

After finalization of the tender through e-tender-cum-e-auction, the offer of allotment of land will be made to the successful tenderer. The successful tenderer shall be required to formally accept the terms & conditions of the offer of license and remit requisite amount as per **Terms of payment of license fee as mentioned under** within a period as will be specified in the offer letter, failing which the offer shall stand cancelled and the Earnest Money deposited by the tenderer shall stand forfeited. The possession of the plot of land concerned will be handed over after completion of the required formalities including payment as will be specified in the offer letter.

The Successful bidder, who refuse to accept the offer of allotment within 30 days from the date of receipt of the offer letter and does not make requisite payments, shall be banned for next 2 years from participating in SMPK tenders in addition to the existing condition of forfeiture of their EMD

SPECIAL NOTE:

ALLOTMENT LETTER TO SUCCESSFUL BIDDER WILL BE ISSUED ONLY ON VERIFICATION OF DOCUMENTS. IN CASE OF SUBMISSION OF FAKE DOCUMENTS, THE ALLOTMENT WILL BE CANCELLED AND EMD FORFEITED.

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ANNEXURE- VI

Part – I: Techno-Commercial Bid

CONDITIONS OF LICENSE

1. Licence:-

(i) License Period: **05 Years from** the date of hand over of the properties without any option for renewal.

(ii) License Agreement: The licensee will be required to execute a License Agreement on non- judicial Stamp Paper of Rupees fifty in respect of the demised land at his/her own cost, after making all requisite payment related to the proposed License of land within a period of 90 days from the date of handover of the land/ structure.

2. Change of Purpose:-

The licensee shall follow the purpose of license strictly as mentioned in the offer. Request, if any, for the change of purpose for any of the plots from what is offered, at any stage after handover of the plot will not be entertained in any circumstances.

3. Security Deposit:-

(i) Licensees would pay S.D. equivalent to 50% of the offered annual license fee plus 18% administrative deposit for land /structure/quarters
In case, licensee chooses to pay the total licence fee for the license period of 05 years in advance, only one month's license fee plus 18% administrative deposit is to be deposited as SD.

(ii) The successful bidder shall remit Security Deposit through A/c Payee Cheque/pay order drawn in favour of 'Syama Prasad Mookerjee Port, Kolkata' or by Online mode as may be decided by **SMP, Kolkata** before taking over possession of land.

(iii) The successful bidder may convert the EMD into SD and pay the balance SD.

(iv) The SD shall be refunded without interest after handing over vacant, unencumbered, peaceful possession of land to **SMP, Kolkata**, subject to deduction of outstanding dues, if any.

4. Boundary Wall (In case of allotment of land)

The licensee may construct boundary wall around the demised land (as would be demarcated by Estate Division) at his own cost and no payment for such boundary wall will be made to the party after expiry of License period.

5. Way leave:-

For installation of permanent pipelines/conveyors, other service lines etc. through SMP**, Kolkata** estates outside the license lands, way leave permission from Estate Manager(R&D), **SMP, Kolkata** will have to be separately obtained against remission of necessary charges for the same.

6. Subletting /Transfer:

No subletting or Transfer of the licensed land will be allowed.

7. Disputes*:-*

In the event of any disagreement/dispute between **SMP, Kolkata** and the lessee, disputes shall be resolved by means of the following:-

(i) The Public Premises (Eviction of Un-authorised occupants) Act, 1971 including any amendment thereof will be applicable in case disputes are not settled by arbitration.

(ii) Besides what has been stated above, in case any dispute remains unresolved, the same shall be under the jurisdiction of appropriate courts in Kolkata **only** including Kolkata High Court.

8. Permission for construction:-

No permanent installation/construction within licensed land/ Structure shall be allowed. If the Licensee desires to make some light modification/addition to use the plot gainfully, the same can be done subject to approval of **SMP, Kolkata**.

9. Indemnity:-

The licensee shall, at his/her 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 licensee 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.

10. Termination of license:-

SMP, Kolkata reserves the right to terminate the **licence without refund of any amount on account of rent** and cancel the Agreement (in case there is any agreement), if there is any breach of terms and conditions of **license** and/or the Agreement, by giving 3 months' notice (in case of manufacturing unit, the said notice period will be 6 months).

11. Essential services:-

The bidder should bear the cost of infrastructure required for the power connectivity/ water supply to their premises. After handing over possession of land and on being requested, **SMP, Kolkata** will issue necessary NOC for the same.

12. Statutory Clearances for all plots:-

The licensee must obtain all statutory clearances, as may be required as per law, from the concerned Ministries/Departments/ Authorities before commencement of operation and follow all safety norms as may be prescribed by the competent authorities.

13. Terms of payment of license fee:-

(a) For plots to be allotted on Annual rent basis:

(i) The successful bidder shall make full payment towards 1st yearly license fee in advance including taxes and duties [GST and occupier's share of Municipal Tax on land only and any other tax(es), if in vogue at the material time] as well as security deposit (SD) by way of A/c Payee Cheque/Pay Order drawn and **four post dated A/c Payee cheques** in favour of 'Syama Prasad Mookerjee Port, Kolkata' **(or fill in ECS Mandate Form of the Bank for yearly advance payment for 2nd to 5th year) as will be advised by SMP, Kolkata** within 30 days from the date of the offer letter for allotment.

(b) For plots, if allotted on Advance payment option:

The successful bidder shall make also full payment towards license fee for five years aggregating the quoted yearly license fee in one go plus taxes [GST and any other tax(es), if in vogue at the material time], security deposit (SD), within 30 days from the date of the offer letter for allotment, through A/c Payee Cheque/Pay Order/Bank Draft drawn in favour of 'Syama Prasad Mookerjee Port, Kolkata' or by Online mode if decided by **SMP,Kolkata**.

(c) At the time of handing over possession of land, actual measurement will be taken and the licensee will be duty bound to pay license fee on the basis of the actual measurement on pro-rata basis.

(d) If the offer letter is not accepted in time and requisite payment [(Upfront +1st year's token rent including taxes) or (1st year's rent including taxes) + Security Deposit] is not made within the stipulated date, SMP, Kolkata will have the right to cancel the offer and forfeit the Earnest Money. **Also, the Successful bidder, who refuse to accept the offer of allotment within 30 days from the date of receipt of the offer letter and does not make requisite payments, shall be banned for next 2 years from participating in SMPK tenders in addition to the existing condition of forfeiture of their EMD**

If the successful bidder submits any request for extension of stipulated time **for** requisite payment prior to scheduled date of payment as per offer letter, SMP, Kolkata may consider their request subject to payment of rent including other payment as per offer letter with interest @07% p.a for the first 2 months from due date and 10% per annum for the next 01 month for the delayed payment (i.e. after the stipulated date up to the date of payment (maximum period allowed for payment with interest may be **90 days** from the date of offer letter)

If requisite payment is not made in extended time also, then SMP, Kolkata will have the right to cancel the offer and forfeit the Earnest Money and **to Ban for next 2 years from participating in SMPK tenders in addition to the existing condition of forfeiture of their EMD.**

(e) Interest:

Delay in making payment of licence fee, Municipal tax etc. (except what has been stated at para (d) above, shall attract interest thereon as per rate of interest in vogue (presently as per prevailing Schedule of Rates simple Interest @7% per annum for the first 2 months from due date, 10% per annum for the next 3 months from due date and 14% per annum from 6th months onwards from due date) on the outstanding rent/ Licence fee and compensation/ occupational charges and other demands (as to be indicated in bill/invoice/demand notice) will be recovered, if the rent, compensation/ occupational charge is not paid within the due date.

(f) The currency of payment shall be INR.

(g) The tax components will be as in vogue from time to time. Municipal Tax shall also be extra as applicable.

(h) Possession of land and structure will be handed over to the successful bidder only after encashment of the cheque / draft for the entire payable amount.

14. Advance payment option:-

The successful bidder, while communicating his/her acceptance of the allotment letter of **SMP, Kolkata**, will have to indicate his/her desire to pay total license fee for 05 years in advance in one go.

15. Force Majeure:-

In the event of the licensee/ 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 contact, which was kept suspended due to such events of Force Majeure. Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event of Force Majeure.

16. Termination of License in the National Interest or in the interest of the public:

The license will also contain a clause reserving to the licensor the right to terminate the license on six months' notice if the demised land or any part thereof is required for the purpose of construction or carrying out of any works or otherwise for the development of the Port or by the Government in the National Interest or in the interest of the public using the same. The Trustees may, if they so decide, purchase the buildings (excluding plant & machinery) erected on the

demised land with their approval on payment of compensation to be assessed in the manner as approved by the Central Government. If the license is cancelled for not complying with the conditions of license, no compensation shall be payable by the Port.

17. Compensation:-

After the expiry / termination/determination of license and despite receiving the notice thereof, or forfeiture of license on account of change of user, assignment etc. if the licensee continues to occupy it un-authorisedly, the licensee shall be liable to pay compensation for wrongful use and occupation of the same at three (3) times the annual license fee last paid or three(3) times of SoR whichever is higher , if not otherwise decided by **SMP, Kolkata**, till vacant possession is obtained by the licensor. This is to be governed by the extant Land Policy Guide line / SoR.

18. Land Policy Guidelines:-

Notwithstanding anything contained in the tender document, 'Policy Guidelines for Land Management by Major Ports, 2014'including all subsequent amendments, or revision thereof, if any, shall prevail in case of any dispute as to interpretation of any terms of this tender.

19. Fire safety and security measures:

If the Licensee is allotted **SMP, Kolkata**'s land / structure / godown / premises for storing materials, which are combustible in nature and may cause huge fire hazards should arrange for having proper fire safety measures and statutory permissions. They are to note that in all Plates / Structures / Godowns / Premises, security and fire safety measures shall be the responsibility of the licensee. In case of any damage to the Trustees' property or neighboring property for not maintaining the required fire safety and security measures, the licensee will be responsible and will have to bear all costs and consequences thereof. They will be required to comply with all the necessary fire safety and security measures, as well as, obtaining related clearances and permissions from statutory authorities concerned commensurate to their nature of business.

20. Display Notice Board:

The licensee would display tenancy details (indicating old Plate Code, Area in Sq. Mtrs., Owner of land as **SMP,Kolkata**, name of tenant, type of tenancy and duration of license) on boards of size $2^{/}$ x $3^{/}$ in at least two prominent places in the demised premises.

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ANNEXURE –VII

Part – I: Techno-Commercial Bid

EVALUATION CRITERIA

1. While quoting, the 'Reserve Rent' for that plot in Rupees shall be displayed automatically by the systems on-screen in the Price Schedule format.

2. Then the bidder shall only fill in the premium amount (lump sum) over the "Reserve Rent". In other words, the bidder shall indicate and offer the extra amount over the Reserve Rent (tax component payable extra). **It is impressed upon the bidder that bid without a positive amount of premium in the manner stated herein is an incomplete bid.**
3. Immediately, the system shall display the final quoted total monthly license fee (i.e. Reserve Rent plus quoted premium) (without indicating tax component 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. After the closing date of bid submission, e-auction shall take place. Auction floor price will be the reserve rent

6. In case a bidder does not participate in the e-auction, his/her only bid will be that given in the Price Schedule format**.**
7. Price bids of the techno-commercially qualified bidders shall be opened **AFTER** the e- auction is over.

8. The bidder having given the highest final bid (after considering price given in the Price Schedule and that, obtained through e-auction) amongst all the bidders, shall be accepted as the successful (H1) bidder.

9. In case of Tie in rates in the tender, rebidding (submission of fresh price bid/re-auction or both as may be decided by SMP, Kolkata) will be invited from those bidders who have offered tied (and highest) Price Bid/Auction Bid with the tied Bid as the Floor Rate. Notice period for such auction shall not be less than three days. Participation in rebidding process is mandatory for the bidders concerned.

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

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

12. The scheduled closing time of e-auction shall be automatically extended, in case a techno- commercially qualified bidder submits a bid within eight minutes of scheduled closing time of e- auction. For example, if the scheduled closing time is at 17.00 hrs and a bid is submitted at 16.54hrs, the e-auction will not close at 17.00 hrs but would be extended till 17.02hrs. In case, a further bid is received at 17.01 hrs, closing

time for e-auction shall be extended till 17.09 hrs. This extension will go on till no bid is received for eight whole minutes.

13. The plot of land/structure/ property will be allotted through this tender, subject to exercise of the option of 'FIRST RIGHT OF REFUSAL', in case the bidder enjoying such right does not become the highest bidder in the composite method of evaluation by e-auction and price bid

14. Accordingly, on completion of e-tender-cum-e-auction, the bidder enjoying the **'FIRST RIGHT OF REFUSAL**' would be asked to inform within 7 days from the date of such communication as to whether they would outbid the annual rent offered by the highest bidder through the composite method of e-auction and Price Bid In case, the bidder enjoying the **'FIRST RIGHT OF REFUSAL'** agrees to this effect, they shall have to indicate an annual rent more than the highest bid In that event, the bidder enjoying the **'FIRST RIGHT OF REFUSAL'** shall become the successful bidder.

15. In case, the bidder enjoying the **'FIRST RIGHT OF REFUSAL'** fails to reply within the stipulated period or communicates their inability to outbid the annual rent/upfront quoted by the H1 bidder in the e-tender-cum-e-auction, they will have to hand over possession of the land (alongwith structure, if any) being tendered out, to SMP, Kolkata, within 3 months from the date of expiry of the aforesaid time frame or from the date of communication of the said bidder regarding their inability or refusal to outbid the annual rent/upfront quoted by the H1 bidder, whichever is earlier.

16. In case the bidder enjoying the **'FIRST RIGHT OF REFUSAL'** happens to be the successful bidder through the e-tender-cum-e-auction, the question of exercising the **'FIRST RIGHT OF REFUSAL'** will not arise.

17. As per the extant Land Policy Guidelines of the Ministry, SMP, Kolkata, is bound to obtain approval of the Ministry before allotment of land where cumulative lease period (i.e. existing/expired lease period + proposed lease period) is more than 30 years. Accordingly, for allotment of land in favour of any bidder enjoying the **'FIRST RIGHT OF REFUSAL'**, proposal would be forwarded to the Ministry after finalization of the tender, if that bidder enjoying the **'FIRST RIGHT OF REFUSAL'** becomes the successful bidder. In that event, such bidder enjoying the **'FIRST RIGHT OF REFUSAL'**, would automatically be bound to extend the validity period of the offer, if required, and also accept any addition / alteration of the terms of the tender, if so made by the Ministry and communicated to SMP, Kolkata, in its approval.

18. Accordingly, participation of the bidder enjoying the **'FIRST RIGHT OF REFUSAL'** in this tender is a must to exercise First Right of Refusal.

.....

APPENDIX - I

DECLARATION BY THE BIDDER

((To be read and agreed to and upload the same duly signed while submitting on-line bid)

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

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

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

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

capacity; I/We am not an undischarged insolvent;

I/We have not been convicted of an offence;

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

and I/We have made a complete and full disclosure.

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

I/We having examined the Tender Document and having fully understood its content including the General Information & instructions to 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-cum-e- auction 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 quoted the rate of annual rent above the reserve annual rent 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.

Signature of the bidder with office Seal

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 license, 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.

I/We hereby undertake that we will abide by the clauses mentioned under "5&6" of Annexure-VII; otherwise 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

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

Signature of the bidder with office Seal

……

APPENDIX – II

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

(To be downloaded, filled in, signed with seal, scanned and uploaded)

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

The above statement is true to the knowledge and belief of the undersigned and subject to acceptance by SMP, Kolkata.

We hereby agree that in case there are mutually admitted dues, we are allowed to participate in tender, only on the condition that we shall pay the total Annual rent for the entire period on upfront basis on becoming successful bidder and before allotment of the plot, failing which our EMD may be forfeited in full.

Dated: …….

Signature…….

Name……...

Address……
……

Signature of the bidder with office Seal

APPENDIX – III

CA FIRM LETTER HEAD

Networth Certificate

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

To
The Estate Manager (R&D)
Syama Prasad Mookerjee Port, Kolkata

This is to certify that the Net worth of M/s.....(PAN .....) as on 31st March, 2022 is Rupees.....only.

We further certify that:

The computation of Net worth has been computed as per Eligibility Criteria of the bidder vide clause No. 8 of Annexure V of tender bearing **N. I. T. No. SMP/KDS/LND/12-2023 dated 22.02.2023** for allotment of land/ structure / property under Kolkata Port Trust. The aforesaid net worth has been verified from the Balance sheet of the Financial Year **2021-22.** Thus, the undersigned/ under signee Chartered Accountant is confirming the correctness of the value indicated on this letter.

Possession of TAN for M/s…….. is applicable/ not applicable for the bidder(Score out whichever is not applicable).

Place:
Date:

For (Name of the Chartered Accounting Firm)

UDIN

Name of the Partner / Proprietor — Signature of Bidder

Membership Number Rubber Stamp — Rubber Stamp

APPENDIX –IV

Part – II: Price Bid

(Only to be quoted on-line while submitting Price bid)

Allotment of plots of land/structure/ property, as detailed in the enclosed tables, on long term license of 05 years ***on 'as is where is' basis,*** without renewal option, against payment of annual rent or upfront, to willing tenderers through e-tender-cum-e-auction

Plot No. [Will be put by the bidder]	**Plot Description [Will be shown by the systems automatically]**	**Total Area in sq. m. [Will be shown by the systems automatically]**	**Reserve rent in Rs. (Taxes extra) [Will be shown by the systems automatically]**	**Premium in Rs. (excluding tax) (To be quoted by the bidder)** **[Here, premium is the additional / extra amount over the Reserve Rent offered to be paid by the bidder]**	**Final quoted value in Rs. (Taxes extra) [Will be shown by the systems automatically]**

NOTE:-

This format is only indicative and shall not be uploaded. Uploading of this format with price along with Techno- commercial bid will lead to cancellation of offer

Sketch of Plot

