

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA
HALDIA DOCK COMPLEX**

TENDER DOCUMENT

FOR

**ALLOTMENT OF TWO (02) PLOTS OF SMP, KOLKATA LAND IN FRONT
OF IOCL REFINERY GATE NO. 1 IN THE COMMERCIAL ZONE OF HALDIA
DOCK COMPLEX ON LEASE FOR 30 YEARS**

FOR

COMMERCIAL PURPOSES THROUGH TENDER-CUM-AUCTION

Tender No : AD/E/1447/T/Land/2 plots/CZ/2023



**ADMINISTRATION DIVISION
September 2023**

DISCLAIMER

The information contained in this Notice Inviting Tender and Tender Document or subsequently provided to bidder(s), whether verbally or in Documentary or any other form by or on behalf of Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port, Kolkata (SMPK) or any of its employees or advisers, is provided to bidder(s) on the terms and conditions set out in this Notice Inviting Tender and Tender Document and such other terms and conditions subject to which such information is provided.

This Notice Inviting Tender and Tender Document is not an agreement and is neither an offer nor invitation by HDC, SMPK to the prospective bidder(s) or any other person. The purpose of this Notice Inviting Tender and Tender Document is to provide interested parties with information that may be useful to them in the formulation of their Bids/Tenders pursuant to this Notice Inviting Tender and Tender Document. This Notice Inviting Tender and Tender Document include statements, which reflect various assumptions and assessments arrived at by HDC, SMPK in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require. This Notice Inviting Tender and Tender Document may not be appropriate for all persons, and it is not possible for HDC, SMPK, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Notice Inviting Tender and Tender Document. The assumptions, assessments, statements and information contained in this Notice Inviting Tender and Tender Document may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct own investigation and analysis and check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Notice Inviting Tender and Tender Document and obtain independent advice from appropriate sources, for which HDC, SMPK shall neither be responsible nor incur any financial cost or expense.

Information provided in this Notice Inviting Tender and Tender Document to the bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HDC, SMPK accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

HDC, SMPK, its employees and advisers make no representation or warranty and shall have no liability to any person including any Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Notice Inviting Tender and Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Notice Inviting Tender and Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Notice Inviting Tender and Tender Document or arising in any way in this Selection Process.

HDC, SMPK also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Tenderer upon the statements contained in this Notice Inviting Tender and Tender Document.

HDC, SMPK may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Notice Inviting Tender and Tender Document. The issue of this Notice Inviting Tender and Tender Document does not imply that HDC, SMPK is bound to select a Tenderer or to appoint the Selected bidder, as the case may be, for the project and HDC, SMPK reserves the right to reject all or any of the Bids/Tenders without assigning any reasons whatsoever.

The Bidder/Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid/Tender including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by HDC, SMPK or any other costs incurred in connection with or relating to its Bid/Tender. All such costs and expenses will remain with the Tenderer and HDC, SMPK shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Tenderer in preparation or submission of the Bid/Tender, regardless of the conduct or outcome of the selection process.

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SYAMA PRASAD MOOKERJEE PORT, KOLKATA HALDIA DOCK COMPLEX

Office of the Administration Division, Jawahar Tower Annexe,
P.O.: - Haldia Township, Dist.: Purba Midnapore, PIN : 721607,
West Bengal.
Ph. No. 03224 265490, FAX :03224-263152

NOTICE INVITING TENDER (NIT)

E-Tender under two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from Reputed Small / Medium / Micro Enterprises, Port Users, Transporters, Contractors, Service providers, reputed organizations, Industrial Houses, Infrastructure Development Company etc. for “Allotment of two (02) plots of SMP, Kolkata land in front of IOCL Refinery Gate No. 1 in the Commercial Zone of Haldia Dock Complex, Haldia on “as is where is” basis, on upfront rent basis for a period of 30 years without any option of automatic renewal for commercial purposes through tender-cum-auction”.

The Tender Document may be seen from MSTC website www.mstcecommerce.com, <https://eprocure.gov.in> and <https://smportkolkata.shipping.gov.in/>. However, Corrigendum / Addendum / clarifications, if any, shall be hosted only on MSTC website www.mstcecommerce.com and <https://smportkolkata.shipping.gov.in/>.

Further, intending bidders shall submit their bid electronically only through MSTC website www.mstcecommerce.com. Tenderers should visit the websites frequently. [Any clarification on technicality of submission of bid for e-tendering, queries may be sent to email of MSTC website www.mstcecommerce.com]

SCHEDULE OF TENDER (SOT):

a.	TENDER NO.	AD/E/1447/T/Land/2 plots/CZ/2023
b.	MODE OF TENDER	e-tender System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com of MSTC Ltd. The intending bidders are required to submit their offer electronically through e- tendering portal. No physical tender shall be accepted by Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata .
c.	E-Tender No. (System Generated)	<u>MSTC/ERO/HALDIA DOCK COMPLEX/7/HALDIA/23-24/25530</u>
d.	Date of NIT available to parties to download	Monday, September 18, 2023
e.	Offline Pre-Bid Meeting date & Time	Wednesday, October 4, 2023 at 11.30 hrs.
	Queries, if any, to be sent by :	Tuesday, October 3, 2023
f.	Site inspection date and time, if required.	Wednesday, October 4, 2023 at 10.30 hrs.

g.	i)	Earnest Money Deposit	The intending bidders should submit Earnest Money as following to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected:		
			Purpose	Plots of land	Submission of Earnest Money.
			Option 1. For Setting up of Office/ Banks/ Workshop/ Repair Shops (other than Automobile)/ Cold Storage	Plot - I (3000 sq. mtrs.)	Rs. 1,35,066/-
				Plot - II (1000 sq. mtrs.)	Rs. 45,022/-
			Option 2. For Setting up of Shops/ Markets/ Nursing Homes/ Medical Clinics/ Hotel & restaurants (without Bar)/ Service Stations/ Repair Shop (Automobile)/ Weighbridge.	Plot - I (3000 sq. mtrs.)	Rs. 1,80,101/-
				Plot - II (1000 sq. mtrs.)	Rs. 60,034/-
			Option 3. For Cinema House/ Hotel & restaurant (with Bar)/ Other commercial purposes except those purposes which are mentioned under Option 1&2 above.	Plot - I (3000 sq. mtrs.)	Rs. 1,83,704/-
				Plot - II (1000 sq. mtrs.)	Rs. 61,235/-
			<p>The bidders are advised to deposit Earnest Money through ECS (RTGS/NEFT) in favour of "SYAMA PRASAD MOOKERJEE PORT, KOLKATA, Haldia Dock Complex" directly into the designated bank account. Details of the bank account is appended hereunder.</p> <p>a) Name of Bank & Branch: Punjab National Bank (erstwhile United Bank of India), Haldia Dock Complex Branch</p> <p>b) Account No.: 1604050000310,</p> <p>c) IFS Code: PUNB0160420.</p> <p>Concerned tenderers must ensure that the remitting bank positively enters their name and System Generated E - Tender no. in the 'Sender to Receiver' column at the time of making payment of earnest money by RTGS/NEFT.</p> <p>Tenderers should deposit Earnest Money before filling and submission of bids.</p> <p>Details of Earnest money remitted should be entered by the participating Tenderers in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting Tenderer :</p> <p>b) E- Tender No. : MSTC/ERO/HALDIA DOCK COMPLEX/7/HALDIA/23-24/25530</p>		

			<p>c) Amount remitted :</p> <p>d) Remittance Bank Details:</p> <p>e) U.T.R No. :</p> <p>f) Date:</p>
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	ii)	Bid Document fee	<p>The intending bidders should submit the Bid Document Fee of Rs. 2,500/- plus GST as applicable (non-refundable) as per the payment mode as mentioned above along with their offer otherwise their offer will be summarily rejected.</p> <p>Tenderers should deposit Bid Document Fee before filling and submission of bids.</p> <p>Details of Bid Document Fee remitted should be entered by the participating Tenderers in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting Tenderer :</p> <p>b) E- Tender No. : <u>MSTC/ERO/HALDIA DOCK COMPLEX/7/HALDIA/23-24/25530</u></p> <p>c) Amount remitted :</p> <p>d) Remittance Bank Details:</p> <p>e) U.T.R No. :</p> <p>f) Date:</p>
h.		Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at http://www.mstcecommerce.com/auctionhome/SMPK/index.jsp/	Monday, October 30, 2023 from 11.00 hrs.
i.		Last date of submission of EMD & Bid Document fee at HDC.	Wednesday, November 8, 2023 upto 13.30 hrs.
j.		Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	Wednesday, November 8, 2023 at 14.30 hrs.
k.		Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date of opening of Part II i.e. Price Bid shall be informed separately	Wednesday, November 8, 2023 after 16.00 hrs.

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

This is an e-tender event of SMPK. 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 which is free of cost. For this purpose, any willing bidder is required to apply online through the MSTC website www.mstcecommerce.com/auctionhome/SMPK/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 SMPK 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/SMPK/index.jsp

1) Bidders are required to register themselves online with www.mstcecommerce.com/auctionhome/SMPK/index.jsp → Registration → Register as Bidders' Filling in details and creating own user-id and password→ Submit.

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. This email shall be forwarded to the contact persons of MSTC as mentioned below. 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 HDC/MSTC (before the scheduled time of the etender).
Contact person (HDC):

1. Mr. C. Chatterjee Sr.Dy. Manager(Admn) Haldia Dock Complex Ph. No. 03224 265490 Mb. No.94340 83699 E-mail: cchatterjee.hdc@kolkataporttrust.gov.in	2.Mr.P.K.Manna, Asstt. Mnager (Admn) Haldia Dock Complex Ph. No.03224 265561 Mb. No. 94340 62322 E-mail: pmanna.hdc@kolkataporttrust.gov.in	3. Ms. A. Mondal Asstt. Manager(Admn) Haldia Dock Complex Ph. No. 03224 265486 Mb. No. 94340 31231 E-mail: amondal.hdc@kolkataporttrust.gov.in
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Contact person (MSTC): **HELPDESK- 07969066600**

1. Shri Sabyasachi Mukherjee
Contact No.- 07278030407
E-mail- smukherjee@mstcindia.co.in

2. Shri Kranthi Kumar
Contact No. 9174009882
E-mail- kkkumar@mstcindia.co.in

B) System Requirement:

i) Windows 7 and 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 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
=> Disable "Use Pop-up Blocker"
- Java (Latest Version – File name Windows X-86 Offline)

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.	<p>Format of Bid:</p> <p>(A) Part I Techno-Commercial Bid will be opened electronically on specified date and time as given in the Tender Notice. Bidder(s) cannot witness electronic opening of bid since the same is not a public event.</p> <p>(B) Part II Price Bid: All the Techno-Commercially qualified bidders shall have to participate in the e-auction for which date & time will be intimated separately. Once the e-auction amongst the qualified tenderers is over, Price Bids of those bidders shall be opened electronically.</p> <p>All entries in the tender (both Techno-commercial Bid and Price Bid) should be entered online without any ambiguity.</p> <p>The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</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>
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3.	Remittance of Tender Fee & EMD: As per Clause g (i) and g(ii) in Schedule of Tender (above)
4.	Submission of on-line bid: As per Appendix-F
4.1	The bidder(s), who have submitted the above fees, can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com →SMPK →Lease of Property→ Login →Click for Auctions→ 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 accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run, 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 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 HDC 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 HDC. 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	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. Maximum size of single document for uploading is 4 MB. 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 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 per Appendix-F
5.	E-auction: At the stage of e-auction amongst the techno-commercially qualified bidders, the bidders shall only quote the bid value.
6.	Price bid opening:
	All the Techno-Commercially qualified bidders shall have to participate in the e-auction for which date & time will be intimated separately. Thereafter, Price Bid will be opened electronically.
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 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.	
(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) SMPK 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.	

1. GENERAL INFORMATION TO THE TENDERER**Part – I : Techno-Commercial Bid****1.1 Particulars of Land: Plot-I (3000 sq. mtrs.) & Plot-II (1000 sq. mtrs.).**

Location	Purpose of use	Reserved rate of Rent per 100 sqm. Per month (excluding applicable GST)	Plots of land [Plot-I & Plot-II]	Earnest Money	Period of Lease
I	II	III	IV	V	VI
In the Commercial Zone of Haldia Dock Complex, Haldia.	Option 1. For Setting up of Office/ Banks/ Workshop/ Repair Shops (other than Automobile)/ Cold Storage	Rs.3,670.98	Plot - I (3000 sq. mtrs.)	Rs. 1,35,066/-	30 years
			Plot - II (1000 sq. mtrs.)	Rs. 45,022/-	
	Option 2. Setting up of Shops/ Markets/ Nursing Homes/ Medical Clinics/ Hotel & restaurants (without Bar)/ Service Stations / Repair Shop (Automobile) / Weighbridge.	Rs.4,894.98	Plot - I (3000 sq. mtrs.)	Rs. 1,80,101/-	
			Plot - II (1000 sq. mtrs.)	Rs. 60,034/-	
	Option 3. For Cinema House/ Hotel & restaurant (with Bar)/ Other commercial purposes except those purposes which are mentioned under Option 1&2 above.	Rs. 4,992.90	Plot - I (3000 sq. mtrs.)	Rs. 1,83,704/-	
			Plot - II (1000 sq. mtrs.)	Rs. 61,235/-	

Note –

- 1.1.1 Tenderer may apply for more than one plot of land put to tender. Evaluation of tender will be carried out separately against each plot of land.
- 1.1.2 Tenderer shall have to submit the bid giving details of plot(s) applied for and the corresponding purpose of use from g (i) of SOT at item-1(a) of **Appendix-A** [Declaration by the tenderer/bidder].

- 1.1.3 Sketch Plans showing the concerned plot of land (in Red) are collectively given at **Annexure-III**.
- 1.1.4 The lands will be allotted on 'as is where is' basis.
- 1.1.5 No sub-lease / subletting or parting with possession of the leased land will be allowed.
- 1.1.6 The lessee shall have to utilize the lands for the purpose for which it is allotted within a period of **24 months** from the date of commencement of lease (i.e. date of allotment of land).
- 1.1.7 The tenderer is to quote rates over and above the reserved rate mentioned at column (iii) of table under item 1.1 above, in their price bid.
- 1.1.8 The techno commercially qualified tenderers are also required to participate in the e- auction on the scheduled date & time

2 Eligibility Criteria of the Tenderer:

- 2.1 Reputed Small / Medium / Micro Enterprises, Port Users, Transporters, Contractors, Service providers, reputed organizations, Industrial Houses, Infrastructure Development Company etc. are eligible to participate in the tender.
- 2.2 The purchaser of the Tender Document must be the tenderer itself. No Consortium is allowed.
- 2.3 The tenderer shall submit a Power of Attorney as per format given at **Appendix-B**, authorizing the signatory of the tenderer to commit the tender.

3 GENERAL INSTRUCTIONS TO THE TENDERER :

3.1 Preparation and Submission Procedure of Tender :

- a) The tender must be submitted in the name of purchaser of the tender document itself.
- b) **Language:** The tender and all related correspondence and documents shall be written in English Language. Supporting materials, which are not translated in English and duly certified, may not be considered.
- c) **PART –I : Techno-commercial Bid** contain the following:-
 - i. The tender completed in all respects including the documents / certificates as mentioned in **Annexure-V** for meeting the pre-qualification / eligibility criteria shall be properly filled in and duly signed with seal by the tenderer and shall be uploaded through e-tendering process as detailed in **Annexure-I**.
 - ii. Tenderer shall mention the plots(s), he is applying for along with proposed purpose of use under item (1) (a) of **Appendix-A** of tender document.
 - iii. Duly attested copy of Partnership Deed in case the tenderer is a Partnership Firm.
 - iv. Certified copy of the Certificate of Incorporation, Memorandum & Article of Association in case the tenderer is a Company.
 - v. Copies of the Audited Balance Sheet and Profit & Loss Account/Income & Expenditure Account along with audit report for last three financial years.
 - vi. Power of Attorney as per **Appendix-B**.
 - vii. PAN/TAN as applicable.
 - viii. GST registration Certificate/Code.
 - ix. Other documents which the tenderer wants to submit (duly signed & seal).
- d) **Part – II : Price Bid** to be submitted online through e-tendering process as detailed in **Appendix - F**.
 - (i) The tenderer shall have to quote the amount (in figure) which they intend to pay over & above the reserved rate of rent (per 100 sq. mtrs. per month) for the land corresponding to the purpose of its use, given in the format of Price Bid (**Appendix-‘F’**). The amount to be quoted by the tenderer over & above the reserved rate of rent per 100 sq. mts. per month will be added with the reserved rate of rent per 100 sq. mts. per month for the purpose of calculation of total upfront rent payable by the successful bidder for the plot of land concerned. If the tenderer does not quote any amount in the prescribed format of Price Bid, Earnest Money deposited by them shall be liable for forfeiture.
 - (ii) The price bids of the techno commercially qualified tenderers shall be opened after completion of the e-auction process.

- e) Mere submission of Tender Documents will not mean that a particular tender will be automatically considered qualified. Such qualification will be examined at the time of evaluation of bids.
- f) The substitution or withdrawal of offer may be done as per provision mentioned at **Annexure-I** before due date and time for submission of the offer. In such case, only the substituted offer would be considered & the offer earlier submitted would not be considered.
- g) The tenderer must submit an undertaking with their Techno-commercial offer that in case of being successful tenderer they should submit valid Trade Licence before commencement of project.

3.2 **Inspection of site:**

- i. An inspection of the site will be arranged at **10.30 hrs. on Wednesday, October 4, 2023** if required, before the Pre-Bid Meeting. Interested tenderers may participate in the site inspection, if they so desire.
- ii. The tenderer shall be deemed to have inspected the land and the facilities available there, before quoting rate. No cost incurred by the tenderers in preparing their tender or attending inspection of the site will be reimbursed by the Port.

Pre-Bid Meeting:

- (a) A pre-bid meeting will be held at the office of Sr. Dy. Manager (Administration) at Jawahar Tower Complex, Haldia Township on **Wednesday, October 4, 2023 at 11.30 hrs.** Attending the Pre-Bid Meeting is not mandatory.

- (b) The intending tenderers are advised to send their queries vide email to cchatterjee.hdc@kolkataporttrust.gov.in, pmanna.hdc@kolkataporttrust.gov.in, amondal.hdc@kolkataporttrust.gov.in by **Tuesday, October 3, 2023** as per format specified below for discussion during the Pre-Bid Conference –

Sl.	Clause	Reference Query
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- (c) HDC, SMPK intends to furnish response to all queries without identifying the sources, in MSTC website as well as in <https://smportkolkata.shipping.gov.in/> including modifications / amendments, if any, to the terms and conditions of the tender, scope of the project etc., which the intending tenderer is to note for submitting their tender. The amendments / modifications / clarifications shall be hosted in the form of an “Addendum”, which shall become an integral part of the tender document for all purposes and shall be binding on the tenderer.

Clarification regarding technicality of downloading and submission of Bid for e-tendering, queries to be sent to e-mail of MSTC (www.mstcecommerce.com).

3.3 **Tender Document Fee:**

Tender Document has been hosted in the web sites of SYAMA PRASAD MOOKERJEE PORT, KOLKATA <https://smportkolkata.shipping.gov.in/>, <https://eprocure.gov.in> and MSTC (<https://mstcecommerce.com>). Interested tenderers may download the tender document from the said web sites. For participation in the tender MSTC website may only be used. The intending bidder should submit the bid document fee amounting to **Rs. 2,500/-** plus GST as applicable (non-refundable) along with their offer otherwise their offer will be summarily rejected. The procedure for submission of tender cost may be followed as detailed in clause – g (ii) of SCHEDULE OF TENDER.

3.4 **Earnest Money :**

- a) The Earnest Money and with corresponding purpose of use as mentioned under column (v) of table under Item 1.1 of Annexure-II above against the plot(s) of land for which the tenderer is intend to submit their offer, shall be submitted along with their offer.
- b) The Earnest Money shall be submitted along with their offer otherwise their offer will be summarily rejected. The procedure for submission of tender cost may be followed as detailed in clause – g (ii) of SCHEDULE OF TENDER.
- c) The amount of Earnest Money will be refunded to the unsuccessful tenderers without interest after the selection of successful tenderer. For the successful tenderer, Earnest Money will be refunded after grant of lease on compliance of required formalities.
- d) Mere submission of offer will not mean that the offer will be automatically considered qualified and bid will be entertained.

3.5 **Forfeiture of Earnest Money:**

- i) The Earnest Money shall be forfeited if the tenderer withdraws its offer during the interval between the last date and time of submission of the offer i.e. **1430 hrs. on Wednesday, November 8, 2023** or any extension thereof and expiration of the validity period of the offer including extension thereof. In this connection, clause 3.8 may also be seen.
- ii) The successful tenderer shall have to accept the terms & conditions of the offer of lease and remit requisite Upfront Rent, Security Deposit, Advance Nominal Rent for 1st year, etc 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.
- iii) If the tenderer does not quote any amount or any negative value in the prescribed format of Price-Bid, Earnest Money deposited by them shall be liable for forfeiture.
- iv) Earnest Money of the bidders quoting less than Reserve Rate of rent provided in the Price Part will be forfeited and the bidders will not qualify.

3.6 **Due date and Time for Submission and Opening of offer :**

- (i) The tender should be submitted to Sr. Dy. Manager (Administration), Haldia Dock Complex, Jawahar Tower Complex, P.O. Haldia Township, Dist. Purba Medinipur, Pin. 721607, through MSTC Ltd. (www.mstcecommerce.com), not later than **1430 hrs. on Wednesday, November 8, 2023** after which time and date, no offer shall be accepted.

Port may at its sole discretion extend the Submission/Opening due date(s) by issuing a Corrigendum.

- (ii) **The Part – I** : 'Techno-Commercial Bid' of the tender shall be opened electronically after **1600 hrs. on Wednesday, November 8, 2023**. Bidders or his authorized representative may witness the said electronic opening of Bid.
- (iii) **The Part – II** : '**Price Bid**' will be opened electronically after conducting the e-auction of those tenderers who are only techno-commercially qualified, on a subsequent date, for which date & time will be intimated separately to the concerned tenderers only.

3.7 **Substitution, Withdrawal of Tender:**

The tenderer may substitute or withdraw its offer after submission, before the Due Date and time of submission of offer i.e. **1430 hrs. on Wednesday, November 8, 2023** or any extension thereof **as per provision given at Annexure - I**. No offer shall be substituted or withdrawn by the tenderer after the Due Date and time of submission of offer or any extension thereof.

3.8 **Amendment of Tender Document :**

At any time prior to the due date for submission of tender, HDC / SMPK may, for any reason, whether at its own initiative or in response to queries/clarifications raised by the tenderer(s) during the pre bid meeting or otherwise modify the Tender Document by the issuance of Addendum in official websites of SMPK <https://smportkolkata.shipping.gov.in/> and also in the website of MSTC (www.mstcecommerce.com).

In order to afford prospective tenderer(s) a reasonable time in which to take an Addendum into account, or for any other reason, SMPK may, at its discretion, extend the Due Date of Submission of tender through appropriate notification in the official websites <https://smportkolkata.shipping.gov.in/> and also in the website of MSTC (www.mstcecommerce.com).

3.9 **Validity of Offer:**

The offer shall remain valid for acceptance for a period of 120 days from the date of opening of Techno Commercial Part of the tender.

3.10 **Extension of validity of offer:**

Prior to expiry of the original offer validity period, Port may request tenderers to extend the validity period for a specified additional period.

3.12. **Acceptance to Port's offer of allotment:**

After finalization of the tender through tender-cum-auction, the offer of allotment of land will be made to the concerned successful tenderer. The successful tenderer shall thenceforth be required to again formally accept the terms & conditions of the offer of lease and remit requisite Upfront Rent, Security Deposit, Advance Nominal Rent for 1st year **within a period of 01 (one) months from the date of issuance of offer letter, failing which, the successful tenderer shall be liable to pay interest @ 12% on the amount payable to port i.e. Upfront Rent, Security Deposit, Advance Annual Nominal Rent for 1st year or as mentioned in offer upto the date of payment.** If however, the successful bidder fails to comply with formalities as specified in the offer letter even within the extended period of validity of offer, if any, the offer may be cancelled and the Earnest Money deposited by the tenderer shall stand forfeited.

The possession of the concerned land will be delivered after completion of the required formalities as will be specified in the offer letter.

3.13 Force Majeure :

In the event of the lessee / Board of 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.

3.14 HDC at any stage, however, reserves the right to accept or reject any or all the offers without assigning any reason therefore whatsoever.

4. EVALUATION CRITERIA :

4.1. Tests of Responsiveness:

a) Prior to evaluation of Techno Commercial Bid of the tender, Port 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 submitted within the due date including extension period, if any.
- ii) Is signed, sealed and marked as stipulated in the tender document.
- iii) Is accompanied by the required Power of Attorney(s).
- iv) Contains all the information as requested in the tender document.
- v) Contains information in Formats as specified in this tender document.
- vi) Does not show inconsistencies between the offer and the supporting documents.
- vii) 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 Lease Deed Form.
- viii) A Project Report (PR) to be set up in the land concerned.

b) Clarifications:

- i) To assist in the process of evaluation of Tender, Port may, at its sole discretion, ask any tenderer to provide original documents or any additional documents / details, seek clarifications in writing from any tenderer regarding its tender. The request for providing such additional details / documents and / or clarification and the response shall be in writing.
- ii) Port reserves the right to reject any tender which is non responsive and it shall be solely at the discretion of the port to allow alteration, modification, substitution or withdrawal to make the bid responsive after opening of the Techno Commercial Bid.

c) Confidentiality:

Information required by SMPK from the tenderer(s) for the purpose of examination, evaluation etc. will be kept in confidence by SMPK and 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.

4.2. Evaluation for Techno-Commercial Bid:

The techno commercial bid will be evaluated on the basis of the documents submitted by the tenderer and also on the basis of following details:

- i) **Profile of the Tenderer & Project Related Information** as per **Appendix-C & E.**
- ii) **Financial Capability of the tenderer:**

For techno commercial qualification, the Minimum Net Worth of a tenderer at the end of most recent Financial year shall not be less than the corresponding amounts as stipulated in the table below depending on purpose for which the tenderer applies for :-

Purpose	Plots of land [Plot-I & Plot-II]	The Minimum Net Worth at the end of most recent financial year for techno commercial qualification of the tenderers.
Option 1. For Setting up of Office/ Banks / Workshop / Repair Shops (other than Automobile) / Cold Storage	Plot - I (3000 sq. mtrs.)	Rs. 13,50,663/-
	Plot - II (1000 sq. mtrs.)	Rs. 4,50,221/-
Option 2. For Setting up of Shops/ Markets / Nursing Homes/ Medical Clinics / Hotel & restaurants (without Bar)/ Service Stations / Repair Shop (Automobile) / Weighbridge.	Plot - I (3000 sq. mtrs.)	Rs. 18,01,009/-
	Plot - II (1000 sq. mtrs.)	Rs. 6,00,336/-
Option 3. For Cinema House/ Hotel & restaurant (with Bar) / Other commercial purposes except those purposes which are mentioned under Option 1&2 above.	Plot - I (3000 sq. mtrs.)	Rs. 18,37,038/-
	Plot - II (1000 sq. mtrs.)	Rs. 6,12,346/-

The Tender shall submit the Net Worth at item – 5 at **Appendix-D**.

The particulars to be submitted by tenderer in respect of Net Worth must be supported by a **certificate from a Chartered Accountant / Certified Public Accountant** as per format at **Appendix- D with UDIN**. The port will however, reserve the right to get the same verified and in case some discrepancy is found, the details as will be ascertained by port, shall prevail for evaluation purpose.

The tenderer shall submit Audited Balance Sheet and Profit & Loss Account for the last three (3) financial years with UDIN. If due date (Scheduled opening date of tender) is falling within three months (April to June) of the closing of the latest Financial year , the latest financial year may be ignored and net worth previous financial year may be submitted.

4.3. **Evaluation of Financial Bid:**

1. (i) SMP, Kolkata will call all the techno-commercially qualified tenderers to participate in the auction first, on the schedule date and time.
- (ii) After auction, the Price Bids of the techno-commercially qualified tenderers only will be opened.
- (iii) The tenderer having highest value of the NPV of the total upfront rent for the land concerned for lease of 30 years based on the rate quoted by the tenderer in the price bid of the tender, over and above the reserved price or the rate as received through auction, whichever is higher, duly escalated by 2% per annum and discounting by prevailing longest term G-Sec rate as per latest RBI bulletin prevailing at the time of publication of tender (i.e. @7.15%) will be the H1 tenderer. In addition GST as applicable shall be payable by the successful tenderer.

The techno-commercially qualified tenderer whose aforesaid amount will be the highest, will be the successful tenderer.

- (iv) In case there is only one techno-commercially qualified tenderer, the bid will be evaluated on the basis of the quoted rate in the tender only subject to the same being over and above the reserved rate. In such case, auction will not be conducted.
- (v) In case any techno-Commercial Bidder does not participate in the e-auction, his bid will be evaluated on the basis of his price bid only.

5. **Terms & Conditions of Lease :**

5.1. Period of Lease : 30 (Thirty) years [from the date of taking over possession of the land concerned on compliance with the required formalities] without any option for automatic renewal.

5.2. Purpose of use : As applied for & accepted by HDC, SMPK for the concerned plot of land in terms of provision of the tender.

5.3. Amount payable to the port :

A. Payment to be made by the successful tenderer prior to handing over possession of land :

The successful tenderer for the land shall pay the following amounts on receipt of offer letter from HDC/SMPK on receipt of which HDC/SMPK shall handover possession of the land concerned. The lease will commence from the date of handing over of possession of the land concerned to the successful tenderer.

- (i) **Upfront Rent :** To be computed at the time of issuance of offer letter by calculating the NPV of sum total of annual lease rentals for the period of lease of 30 years based on the highest accepted quoted amount towards land rent, escalating the same every year by 2% per annum or the scheduled rent then in force, whichever is higher and discounting by G Sec rate . In addition, GST etc. as applicable shall be payable by the successful tenderer.
- (ii) **Security Deposit :** Security Deposit equivalent to 2 years rentals @ Re.1/- per sq. mtr. per year plus Applicable tax @18% for the land concerned, prior to handing over possession of concerned land and balance amount for the reasons of item 5.3(a) would be recoverable. The Security Deposit is refundable without interest after completion of lease period subject to adjustment of dues /damages .
- (iii) **Nominal Annual Rent for the 1st year :** Nominal rent @ Re.1/- per sq. mtr. per year and GST etc. as applicable. The nominal annual rent for the first year of the lease shall be paid prior to handing over possession of the land concerned. For subsequent years, the nominal rent bill will be raised in advance.

Note - Upfront Rent and nominal rent actually payable will be charged on the area of land actually allotted after joint demarcation. The amount of Upfront Rent, Annual Rent and Security Deposit may vary depending on the actual area of land allotted and the successful tenderer shall be liable to make additional payment in this respect, if required.

- (iv) **Lease Deed :** Lease Deed Preparation Cost : **Rs 5700/-** plus GST as applicable.

B. Payment to be made during the currency of the lease after handing over possession of the land:

- a) Advance Nominal rent from the 2nd year of the lease @Re.1/- per sq. mtr. per year and GST etc. as applicable, during the entire period of the lease. Each year shall be reckoned from the date of commencement of lease i.e date of handing over possession of the land concerned on observance of required formalities.

- b) The advance nominal rent payable, whether demanded or not shall be paid by the successful tenderer within 15 days from the date of beginning of each year. The other dues, as applicable, shall be paid by successful tenderer within 15 days from the date of payment notice. Each year shall be reckoned from the date of commencement of lease i.e. date of handing over possession of the land concerned on observance of the required formalities.
- c) In case of default in payment of advance nominal Rent and other dues within one month from the due date of payment specified above, interest @ 12% per annum shall be charged on the outstanding dues from the due date of payment.

5.4. Municipal Tax etc.: The lessee shall have to pay municipal taxes etc. as applicable. The lessee shall also be required to pay and discharge all present and future rates, GST, cesses, duties, charges, assessments, outgoings and rent in respect of policy of insurance against any risk whatsoever which are now or may at any time hereafter be assessed, charged or imposed upon or payable to the Board or any Government, Municipal and Public Authority in respect of the demised land and/or building or structures erected by the lessee thereon or owners or occupiers in respect thereof.

5.5. Utilization of land : The lessee shall have to create the facilities on the demised land and /or to put into use or utilize the same for the stipulated purpose within 24 months from the date of commencement of lease i.e. allotment of land. In case lessee fails to do so the lease shall be liable for termination.

5.6. Termination of Lease : The lease will also contain a clause reserving to the lessor the right to terminate the lease 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 Board 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 lease is cancelled for not complying with the conditions of lease, no compensation shall be payable by the Port.

5.7. Compensation : After the expiry / termination / determination of lease and despite receiving the notice thereof, or forfeiture of lease on account of change of user, assignment etc. if the lessee continues to occupy it unauthorized, the lessee shall be liable to pay compensation for wrongful use and occupation of the same at three (3) times the annual lease rent based on latest SoR, till vacant possession is obtained by the lessor.

In case of land allotted on upfront basis, the equivalent annual rent would be calculated on pro-rata basis.

The lessee shall be responsible for obtaining all required licenses / certificates / registrations / approval / sanction / clearances for setting up of the facilities / project on the land as per offer of allotment, failing which the lessee may be liable for termination. The lessor shall not in any way be liable for the default of the lessee on this account.

5.8. Statutory Clearances : The Lessee shall be responsible for obtaining no objection certificate / licence / registration / approval / sanction / clearance from the appropriate authority as may be required under Environmental (Protection) Act, 1986 & other statutory provision / rules and the lessor shall not in any way be liable for the default of the lessee on this account.

5.9. The lessee shall have to take necessary environmental protection measures for which required provision would have to be made by the lessee. The lessee shall comply with all statutory regulations regarding environment and other issues in connection with the purpose for which the land is demised.

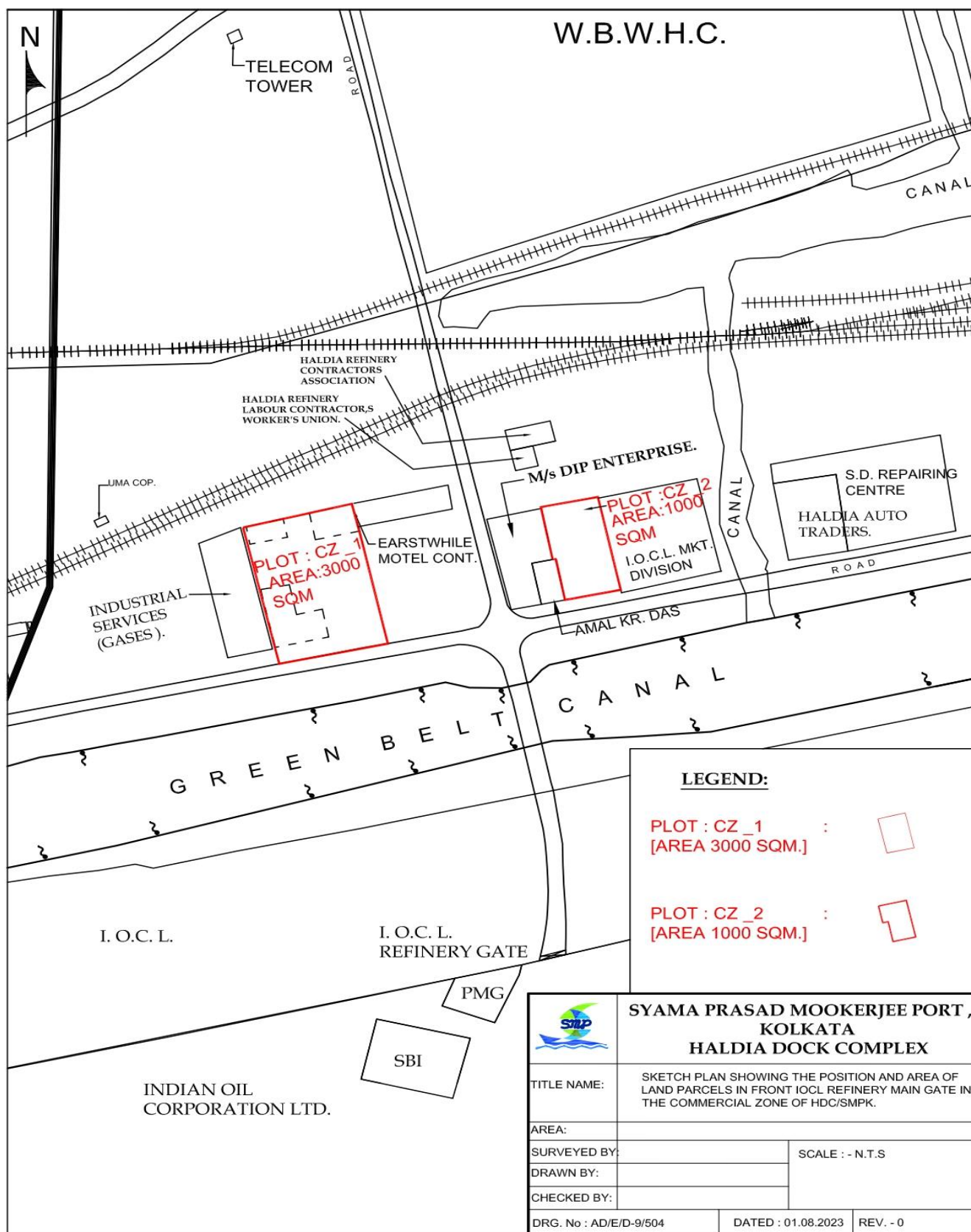
5.10. Registration of Lease Deed :-

The lessee will be required to execute & register a Lease Deed in respect of the concerned land at his own cost.

Lease Deed shall comprise those terms detailed in the Tender Document as well as other standard terms & conditions of lease. Besides, any other conditions, which may be imposed by the Competent Authority before commencement of the lease shall become applicable. A Lease Deed Form is at Annexure-IV.

- (i) **Preparation cost of Lease Deed** -The lessee shall be required to pay **Rs. 5700/-** plus applicable GST towards cost of lease form and plans.
- (ii) **Custody of Lease Deed** : The Lease Deed after registration shall remain in the custody of the lessor (Port).

The cost of preparing, stamping, executing and registering the Lease Deed shall be borne by the lessee and also the cost of a counterpart of a copy, if required by the lessee.

Sketch plan of the concerned 2 plots of the land

LEASE DEED FORMAT

This INDENTURE dated this..... day of.....Two Thousand
andand made

**Date of
execution.**

BETWEEN

**BOARD FOR THE PORT OF SYAMA PRASAD MOOKERJEE PORT,
KOLKATA** a body corporate constituted under the Major Port Trust Act,
1963 (No. 38 of 1963) (hereinafter called the “**BOARD**” or “**LESSOR**”
which expression shall where the context so admits include their
successors-in-office and assigns) of the **ONE PART**

AND

----- (hereinafter called the “**LESSEE**” which expression
where not repugnant to the context shall be deemed to include their
successors and permitted assigns) of the **OTHER PART**

WITNESSETH that in consideration of the rents and covenants on the part of the Lessee hereinafter reserved and contained the Board hereby demise unto the Lessee for the **purpose of** -----

-----at Haldia

ALL THAT pieces of land altogether measuring about ----- sq. mtrs. (or ----- acres) described in the Schedule -----

-- hereto and more particularly delineated on **Plan No.** -----

----- **dated** -----, hereto annexed and thereon shown in green border TOGETHER WITH all ways, passages, drains, water-courses, rights, easements and appurtenances to the said land belonging or therewith usually held and enjoyed (hereinafter called the demised land) TO HOLD the demised land unto the Lessee as from the -----

--- **day of** -----, **Two Thousand and** ----- **for the term of**

----- **years** thence next ensuing YIELDING AND PAYING therefore unto the Board during the said term the **yearly Advance Annual Lease Rent (in case of advance annual rent) / Yearly Advance Nominal Rent (in case of upfront) of Rs.** ----- **being calculated @ Rs.** ----- **(IN WORD) per 100 sq.mtr. per month plus GST as applicable for the sq.mtrs. (or ... acres) of land, subject to the right of the Board to revise the rent every year by ----- % of the rent payable in the preceding year or the scheduled rent then in force whichever is higher.** OR

Yearly Advance Annual Nominal rent of Rs.----- **(IN WORD) being calculated @ Re.1 /- (Rupee one only) per sq. mtr. per year for the demised land.** The lessee shall pay **Advanced Annual Lease Rent / Annual Nominal rent** per year in advance. Each year shall be reckoned from the date of commencement of lease. The said **Advance Annual lease rent / nominal rent** whether demanded or not shall be paid by the lessee at the Board' Finance Office at Jawahar Tower, Haldia on or before the 15th day from the beginning of each year succeeding that for which such **annual rent / nominal rent** is due. The lessee shall have to pay any other dues, as applicable, within 15 days from the date of payment notice. PROVIDED ALWAYS and it is hereby agreed that if the Board shall at any time during the said term consider that the demised land or any part thereof is required for the purpose of the construction or carrying out of any works or otherwise for the developments of the Port or by the Government in the National interest or in the interest of the Public using the same and resorting thereto and shall be desirous on any of these grounds of determining this present lease and of such their desire shall give at least six months' prior notice in writing to the Lessee then and in such case immediately on the expiration of said notice this present lease and everything herein contained shall stand determined on payment of compensation in accordance with the formulation as may be approved by the Central Government, but, without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition herein contained and subject to the provision hereinafter contained as to the building or structure, if any, on the demised land at the time of such determination and the Lessee shall have no claim against the Board for such earlier

Purpose of lease

Period and date of lease.

Rent payable.

Revision of rate of rent

Determination for port purpose.

determination of this lease as aforesaid and the Lessee shall hand over peaceful & vacant possession of the land with all accretions thereto without raising any objection whatsoever. If the lease is cancelled for not complying with the conditions of lease, no compensation shall be payable by the Board.

Advance Annual Rent

OR

AND it is agreed, declared and confirmed by the parties hereto that the Lessee has paid to the Board the sum of **Rs. -----** towards one time Upfront Rent plus GST as admissible in respect of altogether land **msg. about -----sq. mtrs.**, details of which have been mentioned in the preceding.

**Upfront
Rent**

AND it is agreed, declared and confirmed by the parties hereto that the Lessee has paid to the Board the sum of **Rs. ----- /-** including GST @ -----% towards transfer of the demised land from ----- to ----- (presently -----) in respect of land **msg. about ----- sq.mtrs. (or ----- acres)**, details of which have been mentioned in the preceding.

**Transfer
fees**

AND THE LESSEE hereby covenant with the Board in manner following that is to say :-

(1) THAT the Lessee will during the continuance of the term hereby granted pay the said **Advance Annual Lease Rent \ Advance Annual nominal rent** hereinbefore reserved and made payable at the time and in the manner at and in which the same are hereinbefore reserved and made payable in time without any deduction.

**Mode of
payment of
rent.**

(2) THAT the Lessee shall have to pay Municipal taxes etc. as applicable. The Lessee will also, from time to time and at all times during the said term pay and discharge all present and future rates, GST, cesses, tolls, duties, charges, assessments, outgoings and premium in respect of policy of insurance against any risk whatsoever which are now or may at any time hereafter be assessed, charged or imposed upon or payable to the Board or any Government, Municipal and Public Authority in respect of the demised land and/or building or structure thereon erected by the Lessee or the owners or occupiers in respect thereof.

**Payment of
taxes / GST
duties etc.**

(3) THAT if the Lessee is in arrears of rent at the prescribed rate and / or for other dues arrears payable by the Lessee for the land in lease during the lease term, action, if any, for the situation arising therefrom

may be dealt with under the provisions of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.

(3A) THAT the Lessor shall also be at liberty to deduct any of its dues from any sum due or to become due to the Lessee under any other agreement with Lessor.

Recovery of arrears of rent etc.

(4) THAT the Lessee will not at any time during the said term without the consent and/or permission in writing of the Board received before hand, erect or cause to be erected any building or structure or any permanent structure or tanks or plant or machinery or pipeline, etc on the demised land or make any alteration or addition whatsoever in or to any building or structure which may hereafter be erected on the demised land with such consent and or permission.

Erection of structures etc.

All plans for development of leased property shall be got approved from Lessor. The lessee shall submit to the lessor all plans and allied drawings together with site plan in quadruplicate of any building or structure or any permanent structure or tanks or plant or machinery or pipeline, etc well in advance for examination. The lessor shall examine all plans for development of leased property and obtain clarification and no construction shall be allowed to be taken in hand until the plans are approved by the lessor and sanctioned by the concerned Statutory Authority. The type of development should conform to the purpose of the lease and the lessor reserves the right to refuse approval of any plan without assigning any reason thereof.

Provided all such plans and developments of the leased property should be in conformity with the purpose and object of the lease.

The Lessee will have to develop the leased property at their own cost and arrangement and also maintain the same upto the period of lease. The Lessee shall construct a drainage system around the land. If any damage is caused to the property of the Board or the property of the other organization during execution of the development works or maintenance of the same, the Lessee shall be liable to make good the damages at their own cost and arrangement to the satisfaction of the Board or satisfaction of the other organization.

4 (a) THAT in the event the lessee makes any construction on the demised Land without any prior approval of the Board, necessary steps may be taken by the lessor in accordance with the provision of Public Premises (Eviction of Unauthorized Occupants) Act, 1971.

Unauthorized Construction.

(5) THAT the Lessee will not at any time during the said term, without such consent and / or permission as above, open earth or dig any quarries for clay, gravel or sand in, upon or under the demised land PROVIDED THAT the Lessee shall be at liberty to dig pits and make

Excavations

other excavations for foundation for permanent buildings or structures, tanks etc. for ----- at Haldia subject to the consent and permission obtained as above.

(6) THAT the Lessee shall faithfully observe and follow all laws, Rules, Regulations, Notifications whatsoever governing the use of the demised land and for ----- at Haldia / tanks / plants / machinery or structures, if any, erected or built thereon.

**Observation
of Laws,
Rules etc.**

(7) THAT the Lessee shall not use the demised land or any part thereof or any building or structure that has been / may be erected thereon or any portion thereof, for any purposes other than that for which the demised land is let out to the Lessee, save and except with the previous consent of the Board obtained, in writing. The lessee shall have to develop the area for -----at Haldia and create the allied facilities on the demised land and / or to put into use or utilize the same for the stipulated purpose within a period of 24 months from the date of commencement of lease. In case the lessee fails to do so the lease shall be liable for termination.

**Utilization
of the land**

(8) THAT the Lessee will not be permitted to transfer / assign the demised land or the building or structures, if any, erected thereon or any part thereof, with anybody or with any organization without the prior consent in writing of the Board. In case permission is granted, it may be on such terms & conditions as contained in the prevailing Land Policy Guidelines issued by the Central Government, as the Board may think fit. If the permission is refused, the Board should not be called upon to assign any reasons for such refusal.

**Transfer,
Sublet,
Assignment
of lease**

Sub-lease / subletting or parting with possession of the demised land or the building or structures, if any, erected thereon or any part thereof, with anybody or with any organization will not be permitted.

8. (a) The Trustee may consider surrender of lease for the whole or part of the demised land by the lessee as per the provisions of the Policy Guidelines for Land Management by the Major Ports issued by the Central Govt. prevailing at the relevant point of time.

**Surrender
of Lease**

(9) THAT the Lessee will not offer the demised land or any portion thereof as Security, either in Court or anywhere, without the prior consent, in writing, of the Board. In case permission is considered, it may be

Mortgage

considered on such terms & conditions as contained in the prevailing Land Policy Guidelines issued by the Central Government.

(10) THAT the Lessee shall not effect or cause or allow to be effected any change in the formation, constitution or composition of their business, or the name of the business without the prior permission in writing, of the Board.

**Change of
formation /
composition /
name of
business**

Provided further that the change in the formation, constitution or composition shall not affect or change the very nature and character of the lessee as it was at the time of entering/formation of the contract.

Provided however and it is hereby stipulated that request for change in the formation, constitution or composition of their business shall only be entertained by the Board subject to compliance of all legal formalities by the lessee.

(11) THAT it shall be lawful for the Board, their agents and staff at any reasonable time, to enter upon the demised land with a view to inspect and examine the condition of the same, and the manner of construction of any building, or structure or erection, for the time being under construction, or already constructed or for the purpose of constructing, laying, altering, repairing or maintaining any water-courses, drains, pipes or electric wires in connection with any adjoining property of the Board, filling up excavations made and otherwise making good any damage done to the demised land or to property of the Lessees by reason of such repairing, laying, altering etc. by the Board as aforesaid, but the Board will not be liable to pay any compensation to the Lessee for any damage and or loss or inconvenience that the Lessee may suffer in this connection.

**Access of
the Board'
staff to the
demised
land.**

(12) THAT the Lessee shall not do, or suffer to be done in or upon the demised land, or any part thereof, or in the building or structure that may be erected thereon, any act or thing which shall be or become a nuisance, damage, annoyance, inconvenience or danger to the demised land or to the owners or occupiers of any adjoining or neighbouring land or premises.

**Causing
inconvenie
nce to
neighbours
.**

(13) THAT the Lessee shall, at all times during the said term, be bound to execute to the satisfaction of the Board and/or their staff all such work and observe and perform all such rules and conditions which shall appear to the Board and/or to their staff, or to the sanitary authorities of the district in which the demised land is situated to be necessary or desirable in order to keep the demised land in good sanitary order and condition.

**Maintenanc
e of
sanitary
condition.**

(14) THAT the Lessee shall also make their own arrangements at their own responsibility for safety and security (including fire fighting arrangements to the satisfaction of the West Bengal Fire Service at their own cost and arrangement) of the demised land and/or any building or

**Safety &
Security**

structure erected thereon by it on the condition aforesaid as per fire safety standard as laid by Govt.

(15) THAT the Lessee shall arrange the electricity, water supply, etc. to the demised land by itself at its costs and expenses, and in doing so for laying electric / waterline(s), outside the leasehold land, the Lessee shall have to obtain consent and / or permission, in writing, from the Lessor in advance.

**Electricity,
water
supply etc.**

(15a) The lessee shall also have to obtain way-leave permission from the Lessor for laying electric lines, waterlines, etc. on Lessor's land outside the demised land at their own cost and arrangement under applicable terms and conditions and on payment of necessary way leave charges as per prevailing Land Policy Guidelines and Schedule of Rent for Land & Building of SMP, Kolkata at Haldia.

**Way-leave
permission.**

(16) THAT the Lessee will, at the expiration, or sooner determination of the said term, quietly and peacefully deliver and yield up vacant possession of the demised land as a whole unto the Board with all buildings or structures or erections, if any, erected thereon by them but not removed due to any reason for failure, prior to making over such possession to the Board.

**Yielding up
the
demised
land at the
expiry or
determinati
on of the
term.**

(17) THAT if with the expiration / determination of the lease, the Lessee fails and/or refuses to make over the possession as above, they shall be dealt with under the provisions of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.

(17)(a) THAT after the expiration / termination / determination of the lease and despite receiving the notice thereof, or forfeiture of lease on account of change of user, assignment etc. if the Lessee fails and/or refuses to make over the possession as above and continues to occupy it unauthorisedly, the lessee shall be liable to pay compensation for wrongful use and occupation of the same **at three (3) times** the annual lease rent based on updated/latest SoR, till vacant possession is obtained by the Board.

In case of land allotted on one time upfront basis, the equivalent annual rent would be calculated on pro-rata basis. (**FOR UPFRONT RENT**)

(18) AND PROVIDED ALSO and it is hereby expressly agreed that the Lessee shall construct culverts over all water-pipes/pipelines etc which may pass through the demised land, and over which buildings or structures may be erected in such manner and shall allow to the Board, their staff and agents, free access at all times to the said water-pipes for maintenance & repair.

**Construction
of culverts
over water
pipes etc.**

(19) THAT, without prejudice to the Board' other rights reserved under these presents, it is hereby expressly agreed and declared that in case of default in payment of **Yearly Nominal Rent** and other dues for the demised land within one month from the due date of payment, interest at the rate of -----% **per annum** will be levied on the outstanding dues from the due date of payment.

**Interest on
outstanding
dues**

(20) THAT the statutory powers hereafter conferred upon the Board, shall automatically apply to the demised land and provisions in that respect shall be deemed to have been incorporated in these presents and the Lessee shall be deemed to have constructive notice thereof.

**Statutory
powers**

(21) THAT any notice required to be given to the Lessee hereunder, may be served on the Lessee by sending the same through the post, addressed to them at the address above mentioned, and shall be deemed to have been duly served on them on the day next subsequent to the day on which it was posted, notwithstanding any provision in any law for the time being to the contrary.

**Service of
notice**

(22) THAT no portion of the demised land or building or structures, if any, shall be utilized as a place for any kind of worship or prayer or meeting whatsoever, or converted into any kind of shrine, tomb, temple or mosque, however small or insignificant may be.

**Utilization
of the
demised
land as
shrine**

(23) THAT the Lease Deed after registration shall remain in the custody of the Board. The costs of preparing, stamping and registering the lease and incidental expenses of whatever nature, shall be borne by the Lessee, including the cost of a copy of the Lease Deed , if required by the Lessee.

**Custody of
the Lease
Deed**

(24) THAT the Lessee shall during the entire term of the demise, properly maintain the boundaries of the demised land by boundary walls, masonry pillars or fencing to be built and erected at their own cost and arrangement and shall have to see that no other person or party may encroach upon any portion of the demised land and shall have to execute or cause to be executed any work necessary or desirable in order to keep the demised land in good sanitary order and condition to the satisfaction of all authorities concerned.

**Maintenanc
e of
boundaries**

PROVIDED ALWAYS that, in the event of the Lessee failing to do so, the Board shall, without prejudice to their other rights under these presents at their absolute discretion, be at liberty to carry out the work as aforesaid in such manner as they shall in their absolute discretion think fit and proper, and to recover from the Lessee the amount spent by them for the purpose.

(25) THAT the Lessee shall not exhibit or allow to be exhibited any advertisement or placards or hoarding or other mode of representation on above or within or outside the demised land and/or the building or structure standing thereon or any part thereof, without the prior written permission of the Board, except name boards and signboards of any nature relating to the business of the Lessee itself subject to the Lessee complying with the Municipal, Police or any other Laws, Rules or Regulations for the same for the time being in force.

**Exhibition
of
advertisem
ent etc.**

(26) THAT the Lessee shall utilize the Plot of land described in Schedule- “ ... ” hereto for the purpose -----and utilize the plot of land described in Schedule - “ ... ” hereto for on the leased land at Haldia .

(27) THAT the Lessee shall be responsible for obtaining no objection certificate / licence / registration / approval / sanction / clearance from the appropriate authority as may be required under Environmental (Protection) Act,1986 & other statutory provision / rules and the lessor shall not in any way be liable for the default of the lessee on this account.

**Statutory
Clearances**

The lessee shall have to take necessary environmental protection measures for which required provision would have to be made by the lessee. The lessee shall comply with all statutory regulations regarding environment and other issues in connection with -----
(purpose) at Haldia thereof.

THAT the Lessee shall obtain environmental clearance certificate relation to their project from the concerned Ministry/ Competent Authority and a certified copy thereof should be submitted to the Lessor. The Lessee shall be responsible to take adequate environmental protection measures.

(28) THAT the Lessee shall have to observe, perform & comply with all stipulations and requisitions which may from time to time be made by Government or the lessor or any other authority statutory or otherwise in respect of the demised land and/or the structure / machineries / plants thereon or any portion thereof respectively.

The Lessee shall have to follow all safety norms as specified by the competent authorities.

(29) THAT the Lessee shall obtain at their arrangement, permission from the competent authority for the proposed purpose of utilization of the land and comply with all necessary rules, as may be required in this regard.

(30) THAT the Lessee shall on or before the execution of these presents, deposit with the Board through **Demand Draft / Cheque** a sum equivalent to **two years' lease rent in respect of Sq.mtrs. of land @ Re. ----- per sq.mtrs. per year plus Applicable tax (-----%) as security** for the due payment of the rent hereby reserved, and due observance and performance of the covenants and conditions on the part of the Lessee herein contained. It shall be lawful for the Board to appropriate and apply the said sum or any part thereof as the Board may at their discretion decide towards the payment of rents or any moneys, loss, costs or damages due to or suffered by the Board in respect of or arising out of these presents. Should the Board desire not to exercise the said power of appropriation, then, after the Board receive back vacant and peaceful possession of the demised land at the termination or determination of these presents, the Board shall pay over such money to the Lessee or to their legal representatives which shall be a valid discharge as against the Board. Should the Board exercise the said power of appropriation so as, in part, to exhaust such money, then upon the Board receiving back vacant and Peaceful possession of the demised land at the termination or determination of these presents, any balance not appropriated shall be paid by the Board to the Lessee or to their legal representatives which shall be a valid discharge as aforesaid. The Board shall not be bound to make any such appropriation, and failure to do so at any particular time shall not be deemed to be a waiver. The Board shall be entitled, without prejudice to the said power of appropriation, to exercise any other rights or remedies which the Board may in law or under these presents have before making any such appropriation, and may subsequently, after the exercise of any such rights, effect such appropriation.

**Security
Deposit**

AND PROVIDED again that for the purpose of this Clause, rent shall mean to include, besides the yearly rent payable at any point of time during the validity of the lease, such municipal rates, cesses and taxes etc. as are leviable at that point of time, notwithstanding anything contained in any other laws for the time being.

(31) The lessee shall have to ensure MGT of MT **cargo** per annum to be handled through HDC from th year from the commencement of lease i.e. after completion of(in words) year from the date of commencement of lease (i.e. date of handing over possession of the concerned land on observance of the required formalities). The MGT Commitment shall remain inforce throughout the lease period for the proposed project of the lessee on the land concerned.

**Minimum
Guaranteed
Traffic**

Lessee shall ensure MGT of MT cargo in theth year from commencement of lease (from the date of handing over possession of the

concerned land). Accordingly, the lessee shall have to submit Bank Guarantee (BG) equivalent to on board cum cargo handling charges as applicable calculated at the prevailing scale of rates of HDC for concerned commodities to SMP, Kolkata. For subsequent period of lease, the lessee shall have to submit Bank Guarantee (BG) equivalent to on board cum cargo handling charges as applicable for the MGT quantum of cargo. The Bank Guarantee (BG) shall be submitted as per the designated proforma of SMP, Kolkata.

In case the lessee handles more than the Minimum Guaranteed Cargo per annum, payment of on-board cum cargo handling charges as applicable would have to be made on actuals.

In case the lessee fails to achieve the Minimum Guaranteed quantum of Traffic per annum for operating their project at the concerned land, the lessee shall have to pay compensation equivalent to the shortfall in MGT multiplied by on board cum cargo handling charges as applicable as per prevailing scale of rates of SMP, Kolkata for concerned commodities, within 15 days from the date of communication, failing which HDC/SMP, Kolkata shall be at liberty to encash the BG to the extent of shortfall of annual on-board cum cargo handling charges only. In that event, the lessee shall have to submit the equivalent amount of BG to the HDC/SMP, Kolkata within one month from the date of encashment of the same by HDC/SMP, Kolkata.

The BG shall remain valid for a period of at least one year (with a further claim period of 3 months thereafter), to be renewed every year one month before expiry of validity period, till completion of the entire lease period.

Also, in the event of revision of Scale of Rates, the validity period of the BG in any year, requiring revision of the BG amount, the lessee shall have to furnish the supplementary BG for the additional amount for the balance period.

In case of transfer of the demised land with due permission of the Board, the transferee shall remain responsible for compliance of all terms & conditions of Agreement including the conditions of MGT, for the balance period of the lease.

HDC will not commit any fixed jetty for handling of cargo towards fulfillment of MGT cargo.

(32) AND will during the said term pay in connection with any siding of which the Board may allow, the Lessee to use, all haulage / placement charges , terminal charges and other charges as admissible as per prevailing rates as approved and as will be revised from time to time by Railway Board for

**Payment of
Siding
Charges**

HDC/SMP including GST, any other rates / charges levied by the scale of rates as applicable at HDC / Railway Board from time to time.

AND shall for any such siding execute a Siding Working Agreement separately as may be required by the Board Sr. Dy. Manager (Rlys.) for delivery of wagons at their siding and also maintain the revolving account deposits as demanded by the Board Sr. Dy. Manager (Rlys.) for working under the Siding Working Agreement System and shall also observe and comply with all rules, regulations and conditions made from time to time for the proper working of the siding, proper care of the wagons and such other matters as per Indian Railway laid down normal.

In case this lease agreement is terminated for any reason whatsoever, the Siding Operation at the siding shall automatically stand terminated.

The Haldia Dock Complex, SMP, Kolkata will not be responsible for loss / damages if any arising from operation of siding on the Leased land.

(33) THAT the Lessee shall be required to provide green belt of considerable width in and around the demised land.

(34) THAT the Lessee shall have to observe all required statutory formalities regarding setting up of their project as may be necessary and will take clearance, as may be necessary from the appropriate authorities on account of the proximity of the location of the waterfront.

(35) THAT the Lessee shall not on any account encroach or allow or suffer any encroachment to be made upon the road or any portion of the land surrounding the land hereby demised, or upon any other land whatsoever. In the event of the Lessee committing a breach of any of the terms contained in this Clause, they shall in addition to other rights conferred on the Board under these presents, be liable to pay to the Board damages at such rate and for such period as the General Manager (M&S), Haldia Dock Complex, of the Board shall in his absolute discretion deem fit and proper. For the purpose of this clause the said General Manager (M&S) is to be deemed an arbitrator appointed by the parties; PROVIDED ALWAYS that in the event of any breach of the covenants contained in this Clause on the part of the Lessee to be observed the Lessee shall, in addition, hold the Board harmless and indemnified against any loss, damage, claim or action whatsoever that the Board may be put to or the Board may in anywise incur in any way relating thereto or arising therefrom.

Indemnity

(36) THAT the Lessee shall obtain prior approval of the Central Ground Water Board and also of the Board' said General Manager for sinking any tube well within the demised land. The approval, so obtained from the Central Ground Water Board, should be submitted to the office of the Board' said General Manager for record.

**Sinking of
tube well**

(37) THAT the lease shall not have any option for further automatic renewal of this lease. No compensation shall be payable by the Board in the event of refusal to renew the lease.

No option for automatic renewal.

(38) The Lessee shall have to ensure proper parking of cars/ trucks/ lorries/, etc. within the demised land so as not to cause any inconvenience to movement of vehicles on the main road.

Parking Area

(39) The lessee shall be solely responsible for immediate reporting to Lessor, Police and Inspectorate of Dock Safety of any serious or fatal accident on the premises leased, if necessary.

Reporting of accident etc.

(40) That the lessee shall not commit any breach and /or violate any provision of Lease Agreement/ Deed. In case the lessee commits any breach and /or violates any provision of Lease Agreement/ Deed, the Board' would reserve the right to impose appropriate penalty on the lessee or cancel the lease with due notice to the lessee.

Penalty

(41) That the prevailing Land Policy Guidelines for Major Ports issued by Ministry of Shipping, Government of India on Land Management and as amended from time to time shall be applicable in respect of the demised land.

Applicability of Land Policy Guidelines

AND the Board hereby covenant with the Lessee in manner following :-

(1) THAT they will at all times during the said term, pay the owners' share of Municipal taxes payable in respect of the demised land, but not any taxes in respect of the buildings or structures, tanks, etc. that may hereafter be erected thereon by the Lessee. The Lessor shall not take any responsibility in the matter.

Payment of owners' share of taxes.

(2) AND that the Lessee paying the rent hereby reserved, and performing and observing each and all the several covenants, conditions and agreements herein contained and on their part to be performed and observed, shall and may peaceably and quietly hold the demised land during the term hereby granted, without any lawful interruption or disturbance from or by the Board.

Peaceful holding of the land by the Lessee.

(3) PROVIDED ALWAYS and these presents stated upon the express condition that, if the said annual rent hereinbefore reserved or

Resumption of the

any part thereof shall at any time be in arrear and unpaid for twenty-one days after the same shall have become due (whether demanded or not), or if the Lessee commits at any time a breach of or fails or neglects to perform or observe any of the covenants, conditions or agreements herein contained including the condition laid down in this Clause, and on their part to be paid, performed and observed, or if the Lessee, being an individual or individuals becomes / become insolvent or commits an act of insolvency or be adjudicated insolvent or enter into a composition or arrangement with his or their creditors, or if the Lessee, being a Company or corporate body goes into liquidation or be wound up, whether compulsorily or voluntarily (except for the purpose of amalgamation or reconstruction) or suffer any execution proceedings to be levied or a Receiver to be appointed in respect of any of their property and effects, then, and in any of such cases it shall be lawful for the Board or any person duly authorized by them, without notice at any time thereafter into and upon the demised land or any part thereof, in the name of the whole, to re-enter and the same to have again been re-possessioned and enjoyed, as if these presents had not been made, but without prejudice to any right or action or remedy of the Board in respect of any antecedent breach or non-performance or non-observance of any of the covenants and conditions by the Lessee herein contained.

**demised
land in
default of
rent and for
other legal
disabilities.**

PROVIDED further and these presents stated are also upon the express condition that, in the event of the demised land, not being developed by the Lessee and/or put into use or utilized for the purpose for which the land is demised, **within 24 months from the date of obtaining possession**, the Board shall be at liberty immediately thereafter to resume the demised land, after giving one month's notice, in writing, to the Lessee. In the event of any dispute or difference of opinion as to whether the demised land has been developed and/or put into use or utilized for the purpose for which the land is demised, the decision of the Board' General Manager(M&S), Haldia Dock Complex shall be final and conclusive and that for unauthorized occupation it would be dealt with the provision of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971. Provided however that the Lessee shall remain liable for payment of all rents, taxes, GST charges, compensation etc. for the period until possession of the demised land is delivered to the Board by the Lessee.

(4) And it is also hereby agreed and declared that the lessee may at any time prior to the expiration of the said term of **30 years/ upto** or previous determination under the proviso for determination first hereinbefore contained remove at their own cost all buildings or structures or tanks and fixtures, if any, erected or set up by or belonging to the Lessee on the demised land and all buildings, structures or tanks & fixtures not so removed shall at the expiration or previous determination of the said term of **30 years / upto** as the case may be, shall become the absolute property of the Board, without payment to the Lessee of any compensation therefor, whatsoever PROVIDED THAT on any such removal, the surface of the demised land shall be restored and leveled

**Transfer of
the ownership
of the
Lessees'
structures
etc. to the
Board at the
expiration of
the term or
prior**

by the Lessee at their own costs, as it was at the time of this lease and to the satisfaction of the Board.

determination

(5) PROVIDED ALSO and it is hereby also agreed and declared that, notwithstanding anything hereinbefore contained, this lease shall be determined by the Board by at least six months' notice in writing under the power in that behalf hereinbefore reserved, the Lessee shall be entitled at any time after such notice and before such determination to give notice in writing to the Board requiring them to purchase all buildings or structures and fixtures/erections erected by the Lessee with the consent and/or permission of the Board in writing, as provided in Clause-4 hereof and at the time of such six months' notice from the Board, standing and being on the demised land and in case such notice is given, the Board may, if they so decide purchase such buildings, or structures and fixtures / erections accordingly (but without any plant or machinery therein or else-where upon the demised land whether attached thereto or not) and in the event of the Board deciding to purchase the buildings, structures and fixtures/erections as aforesaid, the price to be paid therefor shall be assessed by the Board's General Manager (M&S), Haldia Dock Complex. based on the prevailing Land Policy Guideline which shall be accepted by the lessee".

Compensation

PROVIDED however, and it is expressly agreed by and between the parties that in the event of the Board' deciding to purchase as aforesaid, if any dispute or difference arises between them as to the amount of the said price to be paid to the Lessee as aforesaid or as to the matter of ascertainment or calculation of the same, such dispute or difference shall be referred to the Arbitration of two independent persons, one to be appointed by each party, with power to the Arbitrators to nominate a third Arbitrator as Presiding Arbitrator, before proceeding with such reference and this agreement shall be deemed to be a submission within the meaning of the **Arbitration and Conciliation (Amendment) Act, 2015** or any statutory modification thereof and the said arbitration proceedings shall be governed by the provisions contained in the said Act, or any statutory modification thereof, and the decision of such Arbitrators and/or Presiding Arbitrator, as the case may be, shall be final and binding on both the parties.

**Dispute
Resolution
by
Amicable
Settlement**

(6) PROVIDED further if any dispute of difference or claims of any other kind arises between the Lessor and the Lessee in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, or the rights, duties or liabilities or any Party under this Agreement, whether before or after the termination of this Agreement, then the Parties shall meet together promptly, at the request

of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

AND the Parties may, in appropriate cases agree to refer the matter to an Expert appointed by them with mutual consent. The Parties agree to abide by the decision / opinion of the Expert. The cost of obtaining the service of the Expert shall be shared equally.

**Assistance
of Expert**

Failing amicable settlement and / or settlement with the assistance of Expert, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the **Arbitration and Conciliation Amendment Act, 2015** or any statutory modification thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each Party and the third to be appointed by the two arbitrators appointed by the Parties. A Party requiring arbitration shall appoint an Arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its Arbitrator within 60 days. If the other Party fails to appoint its Arbitrator, the Party appointing Arbitrator shall take steps in accordance with **Arbitration and Conciliation Amendment Act, 2015** or any statutory modification thereof.

Arbitrators

AND the place of arbitration shall be in Kolkata, West Bengal, India.

**Place of
Arbitration**

AND the request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be language to be used in the hearings.

**English
language**

AND the procedure to be followed within the arbitration, including appointment of arbitrator / arbitral tribunal, the rules of evidence which are to apply shall be in accordance with the **Arbitration and Conciliation Amendment Act, 2015** or any statutory modification thereof.

AND the fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by party.

**Fees and
Expenses**

AND pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published the parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

**Performanc
e during
Arbitration**

IN WITNESS WHEREOF the Board have hereunto caused their Common Seal to be affixed and the Lessee have executed this lease the day month and year first above written.

GIVEN under the Common Seal of the **BOARD OF BOARD FOR THE PORT OF SYAMA PRASAD MOOKERJEE PORT, KOLKATA** and duly signed _____ in _____ the _____ presence of _____

at _____

Signed sealed and delivered for and on behalf of the above named by their _____

Shri _____

in _____ the _____ presence of _____

at _____

(**Lessor**)

(**Lessee**)

ANNEXURE – V

DOCUMENTS TO BE UPLOADED

(Documents to be filled up, signed with seal, scanned, uploaded and attached)

Following documents for meeting the pre-qualification criteria should be uploaded by the Bidder along with offer otherwise their offer may be rejected :

- i)** Declaration by the Tenderer/Bidder : **Appendix - A** of tender document
 - ii)** Power of Attorney: **Appendix - B** of tender document
 - iii)** Profile of the tenderer: **Appendix – C**
 - iv)** Certificate regarding Net Worth: **Appendix- D**
 - v)** Details of the proposed Project to be established by the tenderer : **Appendix - E**
 - vi)** **Required certificates & documents as indicated below [duly signed].**
 - (a)** GST registration certificate.
 - (b)** PAN of the tenderer.
 - (c)** Partnership Deed or Certificate of Incorporation in case the tenderer is a Company.
 - (d)** Audited Balance Sheet and Profit & Loss Account for the last three financial years with Audit Report with UDIN.
- The tenderer shall submit Audited Balance Sheet and Profit & Loss Account for the last three (3) financial years. If due date (Scheduled opening date of tender) is falling within three months (April to June) of the closing of the latest Financial year , the latest financial year may be ignored and net worth previous to the latest financial year may be submitted.
- (e)** Net worth of tenderer at the end of the most recent financial year based on Audited Annual Accounts as per **Appendix-D** supported by a **Chartered Accountant/ Certified Public Accountant** with UDIN.
 - (f)** Current IT Return.
 - (g)** Valid Professional Tax Challan.
 - (h)** Other documents, which the tenderer wants to submit (duly signed).
 - (i)** An undertaking with the Techno-commercial offer that in case of being successful tenderer, they should submit valid Trade Licence before commencement of project.
 - (j)** Tender Document , corrigendum and addendum (if any) duly signed and sealed.

Note : Every financial document / certificates must be with UDIN.

Part – I: Techno –Commercial Bid**DECLARATION BY THE TENDERER/BIDDER****(To be filled up, signed with seal, scanned, uploaded and attached)**

1. I/We, _____ (Name of tenderer/bidder) having examined the Tender Document (No. AD/E/1447/T/Land/2 plots/CZ/2023) and fully understood its content including the General Information & Instructions to Tenderers and evaluation criteria, hereby submit the tender for allotment of plot of SMPK land in the Commercial Zone of HDC on “as is where is” basis through tender-cum-auction.

1. (a) I/We , _____ are applying for allotment of the following plot of land for the stated purpose as mentioned below :

Plot	Purpose of use applied for

2. I/We accept all the terms & conditions of the Tender Document [AD/E/1447/T/Land/2 plots/CZ/2023]

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

4. I/We submitted copies of the required documents as mentioned at **Annexure – V** of the Tender Document.

5. I/We have not quoted amount of additional rate of Rent as zero or negative value in Price Bid (**Appendix-F**).

6. I/We have not been debarred by the Central / any State Government or Quasi-Government Agency or PSU in India.

7. I / We declare that:-

- I / We have examined and have no reservations to the Tender Document issued by SMPK 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.

8. I / We understand that SMPK reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at anytime without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
9. I / We hereby undertake that we will abide by the decision of SMPK in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by SMPK in this regard.

.....
Signature of the bidder

with office seal Date :

Witness :-

Sl. No.	Name	Address	Signature
1.			
2.			

Appendix-B

Part – I : Techno-Commercial Bid

[To be submitted on a Non judicial Stamp Paper of Rs. 50 or more)

**FORMAT FOR POWER OF ATTORNEY
(REGARDING AUTHORISING SIGNATORY OF THE TENDERER)**

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

Dated :

POWER OF ATTORNEY

To whomsoever it may concern

Mr. _____(Name of the Person(s), domiciled at
_____(Address), acting as _____
(Designation and name of the firm), and whose signature is attested below, is hereby
authorized on behalf of _____(Name of the tenderer) to
provide information and respond to enquiries etc. as may be required by the Haldia Dock
Complex, SYAMA PRASAD MOOKERJEE PORT, KOLKATA or any governmental
authority in connection with Haldia Dock Complex, SYAMA PRASAD MOOKERJEE
PORT, KOLKATA 's Tender No. AD/E/1447/T/Land/2 plots/CZ/2023 and is hereby further
authorized to sign and file relevant documents in respect of the above.

(Attested signature of Mr. _____) (Name and
Signature of the tenderer Seal of the office Tender No. AD/E/1447/T/Land/2 plots/CZ/2023

Part – I : Techno-Commercial Bid**PROFILE OF THE TENDERER****(To be filled up, signed with seal, scanned, uploaded and attached)**

1.	(a) Name of the tenderer	:	
	b(i) Address for communication. b(ii) Address of local/branch office, if any.	:	
	(c) Reference nos./ids of communication modes. (I) Telephone (ii) Fax (iii) Email	:	
	(d) Date of Incorporation and commencement of business of tenderer. (e) PAN Number details (f) GST Registration details	:	

	(g) Current IT Return (h) Professional Tax Challan		
2.	Brief description of the Tenderer.	:	
3.	Details of the existing business of the tenderer.		
4.	Net worth of tenderer at the end of the most recent financial year as per Appendix- D based on Audited Annual Accounts supported by a Chartered Accountant / Certified Public Accountant Ref.4.2(ii)] [Note 1]: Net Worth of bidders should not be less than the amount as mentioned at Clause 4.2 (ii) of this tender. [Note 2] Net Worth = [{Proprietor's Capital (For proprietorship firms) / Partner's Capital (For Partnership firm)/ Paid up Capital (For Companies) + Free reserve} – intangible assets].	:	

Date : _____

(Signature)

Place : _____

(Designation & Seal of Office)

Enclosures : _____Nos.

FORMAT FOR DEMONSTRATING NET WORTH
(at the end of the most recent financial year)

[Reference Clause no: 4.2 (ii)]

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

This is to certify that Net Worth of M/s..... , Address..... , for the most recent financial year (i.e.) is Rs. calculated as per the formula given below:

Net Worth = [{Proprietor's Capital (For proprietorship firms) / Partner's Capital (For Partnership firm)/ Paid up Capital (For Companies) + Free reserve} – intangible assets].

Signature of Authorized Signatory.....

Name:

Designation:

Date:

Seal

CERTIFIED BY

Name of Certified Public Accountant / Chartered Accountant Firm.....

Registration No. & other details

Name of the Signatory

.....

Signature

..... Date

.....

Part – I : Techno-Commercial Bid**DETAILS OF THE PROJECT PROPOSED TO BE
ESTABLISHED BY THE TENDERER****(To be filled up, signed with seal, scanned, uploaded and attached)**

1.	Project details in brief [Project Report to be submitted]	:	
2.	Project Cost	:	Rs. crores
3.	Source of financing the proposed project (Documentary evidences to be enclosed).		
4.	Schedule of implementation of proposed project .		
5.	Measures to be adopted for complying with environmental regulations		

Note : In case the tenderer is applying for more than one plot, the tender shall give the above details for each plot project for which he is applying separately using the appendix.

Date : _____

Place : _____

Office) Enclosures : _____Nos.

(Signature)

(Designation & Seal of

PART –II: PRICE BID**(Bidder not to quote here, to be filled up/quoted online only)****1. Rate of Rent quoted by the Tenderer :**

Plot	Rate of Rent per 100 sq.mtrs. per month quoted over and above the Reserved Rate of Rent per 100 sq.mtrs. per month as mentioned at the column III of the table of (Clause 1.1 of the tender) [corresponding to the purpose of use of the land concerned for which he is applying] excluding GST (in Rs. Per 100 sq. mtrs. per month)
i	ii
3000 sq. mtrs.	<div style="border: 1px solid green; padding: 10px; text-align: center;"> <p>This is a SAMPLE for quoting Price Bid. Tenderers are advised not to quote here.</p> <p>The Price Bid is to be quoted <u>ONLINE ONLY</u>.</p> </div>
1000 sq. mtrs.	

Note :

- 1) The tenderer shall have to quote the amount (in figure) which they intend to pay over and above the reserved rate of rent as given in column (III) of table under clause 1.1 of the tender document in respect of the plot of land depending on purpose.
- 2) The quoted rate shall exclude GST value.
- 3) **'Price Bid'** shall contain rates of Rent per 100 sq. mtrs. per month only and no conditions whatsoever. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection.
- 4) Earnest Money of the bidders will be forfeited and the bidders will not qualify if the tenderer does not quote any amount / zero / any negative value in the prescribed format of price bid.