

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



TENDER DOCUMENT

FOR

**ALLOTMENT OF COVERED SPACE / LAND AT DIFFERENT ZONES OF HALDIA DOCK
COMPLEX**

FOR

**COMMERCIAL PURPOSES
THROUGH TENDER-CUM-AUCTION**

TENDER NO. AD/E/T/All Zone/2024/6E

Administration Division

January 2024

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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 Medinipur,
PIN : 721607, West Bengal.
Ph. No. 03224 265490, 264417,

NOTICE INVITING TENDER (NIT)

E-Tender under two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from experienced, bonafide and reliable shopkeepers / traders / contractors / businessmen / Port Users including but not limited to Handling Agents, Clearing and forwarding Agents, Stevedores, Transporters, HDC contractors and other service providers for allotment of covered space/land at different zones of Haldia Dock Complex, as described in Annex-A, on license and 'as is where is' basis for a period of 3 years for the purpose as described in Annex-A through tender-cum-auction with first right of refusal to the ex-licensee (in continued occupation).

Note: The ex-licensee (in continued occupation)s of the offered covered spaces / land included in this tender, if not covered by the above mentioned eligible organizations, are also eligible to apply.

Tender Document and Corrigendum/ addendum/clarifications, if any, will be hosted in the web sites of Syama Prasad Mookerjee Port, Kolkata www.smporkolkata.shipping.gov.in and MSTC (<http://www.mstcecommerce.com/auctionhome/kopt/index.jsp/>) & <https://eprocure.gov.in>. However, Bid Document Corrigendum/ addendum/ clarifications, if any may be downloaded from MSTC website only. Tenderers should visit the websites frequently.

SCHEDULE OF TENDER (SOT):

a.	TENDER NO.	AD/E/T/All Zone/2024/6E
b.	MODE OF TENDER	e-tender System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through http://www.mstcecommerce.com/auctionhome/kopt/index.jsp/ of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Haldia Dock Complex.
c.	E-Tender No. (System Generated)	<u>MSTC/ERO/HALDIA DOCK COMPLEX/15/HALDIA/23-24/42521</u>
d.	Date of NIT available to parties to download	Monday, January 8, 2024
e.	Offline Pre-Bid Meeting date & Time	11-00 hrs. on Thursday, January 25, 2024
	Queries, if any, to be sent by :	Wednesday, January 24, 2024
f.	Site inspection date and time	Thursday, January 25, 2024 (After pre bid meeting)

g .	i)	Earnest Money Deposit	The intending tenderers should submit Earnest Money either for g(i) or g(ii) as detailed at Annex - A against each Plate No. to Haldia Dock Complex along with their offer, otherwise their offer will be summarily rejected. The tenderers 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 are appended hereunder. a) Name of Bank & Branch: Punjab National Bank (erstwhile United Bank of India) Haldia Dock Complex Branch, b) Account No.: 1604050000310, c) IFS Code: PUNB0160420. 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. Tenderers should deposit Earnest Money before filling and submission of bids. Details of Earnest Money remitted should be entered by the participating Tenderers in the space provided in the e-tender as indicated hereunder : a) Name of remitting Tenderers : b) E- Tender No.: c) Amount remitted : d) Remittance Bank Details: e) U.T.R No. : f) Date:
	ii)	Tender/Bid Document Cost	The intending tenderers should submit the tender cost of Rs. 1,770/- (Rupees one thousand seven hundred seventy only) (including GST @18%) (non-refundable) as per the payment mode as mentioned above alongwith their offer otherwise their offer will be summarily rejected. Tenderers should deposit bid document fee before filling and submission of bids. Details of Tender Cost remitted should be entered by the participating Tenderers in the space provided in the e-tender as indicated hereunder : a) Name of remitting Tenderers : b) E- Tender No. : c) Amount remitted : d) Remittance Bank Details:

			e) U.T.R No. : f) Date:
h.	Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at http://www.mstcecommerce.com/auctionhome/kopt/index.jsp/		from 10:00 hrs. on Friday, February 16, 2024.
i.	Last date of submission of EMD & Bid Document fee at HDC.		Upto 13:30 hrs. on Monday, February 26, 2024.
j.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.		14:30 hrs. on Monday, February 26, 2024.
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.		16:00 hrs. on Monday, February 26, 2024.

IMPORTANT INSTRUCTIONS FOR E-TENDER

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

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

1.	Process of E-tender: A) Registration: (i) The process involves registration of tenderers with MSTC e-tender portal which is free of cost. For this purpose, any willing tenderer is required to apply online through the MSTC website www.mstcecommerce.com/auctionhome/kopt/index.jsp as per details given in this tender document. (ii) Only after registration, the tenderer(s) can submit his/their tenders 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 tenderer 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) Tenderers are to make their own arrangement for bidding from a P.C. connected with Internet. Neither SMP, Kolkata nor MSTC shall be responsible for making such arrangement. SPECIAL NOTE: BOTH PRICE BID AND TECHNO-COMMERCIAL BID ARE TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/auctionhome/kopt/index.jsp 1) Tenderers are required to register themselves online with www.mstcecommerce.com/auctionhome/kopt/index.jsp → Registration → Register as Bidders' Filling in details and creating own user-id and password→ Submit. 2) Tenderers 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. Tenderers 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, tenderers are advised to contact HDC/MSTC (before the scheduled time of the e-tender). Contact person (HDC): <table border="1" data-bbox="300 1697 1455 1877"> <tr> <td data-bbox="300 1697 880 1877"> 1. Shri C. Chatterjee Sr. Dy. Manager (Admn.) Haldia Dock Complex Ph. No. 03224 265490 Mb. No. 94340 83699 </td><td data-bbox="885 1697 1455 1877"> 2. Shri S. Maity Administrative Officer (Admn.) Haldia Dock Complex Ph. No. 03224 264417 Mb. No. 8945534404 </td></tr> </table> Contact Number (MSTC Helpdesk (033)22901004):	1. Shri C. Chatterjee Sr. Dy. Manager (Admn.) Haldia Dock Complex Ph. No. 03224 265490 Mb. No. 94340 83699	2. Shri S. Maity Administrative Officer (Admn.) Haldia Dock Complex Ph. No. 03224 264417 Mb. No. 8945534404
1. Shri C. Chatterjee Sr. Dy. Manager (Admn.) Haldia Dock Complex Ph. No. 03224 265490 Mb. No. 94340 83699	2. Shri S. Maity Administrative Officer (Admn.) Haldia Dock Complex Ph. No. 03224 264417 Mb. No. 8945534404		

	<table border="1" data-bbox="300 123 1469 336"> <tr> <td data-bbox="300 123 884 336"> 1. Shri Sabyasachi Mukherjee Manager (ERO) Contact No.- 07278030407 E-mail- smukherjee@mstcindia.co.in </td><td data-bbox="884 123 1469 336"> 2. Shri K. Kranthi Kumar Assistant Manager (ERO) Contact No. 9174009882 E-mail- kkkumar@mstcindia.co.in </td></tr> </table> B) System Requirement: i) Windows XP-SP3 & above/Windows 7 Operating System/Windows 8 ii) IE-7 and above Internet browser. iv) Signing type digital signature v) JRE software to be downloaded and installed in the system. To enable ALL active X controls and disable 'use pop up blocker' under Tools →Internet Options→ custom level. The system requirements are as follows: - Operating System- Windows XP Service Pack III and above - Web Browser- Preferred IE 7 and above. - Active-X Controls Should be enabled as follows: Tools =>Internet Options =>Security =>Custom Level => Enable all Active-X Controls =>Disable "Use Pop-up Blocker" - Java (Latest is JRE 8 Update 101 – 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". <u>For details, refer to the "Bidder Guide" and a video guide available under "View Video" Link.</u>	1. Shri Sabyasachi Mukherjee Manager (ERO) Contact No.- 07278030407 E-mail- smukherjee@mstcindia.co.in	2. Shri K. Kranthi Kumar Assistant Manager (ERO) Contact No. 9174009882 E-mail- kkkumar@mstcindia.co.in
1. Shri Sabyasachi Mukherjee Manager (ERO) Contact No.- 07278030407 E-mail- smukherjee@mstcindia.co.in	2. Shri K. Kranthi Kumar Assistant Manager (ERO) Contact No. 9174009882 E-mail- kkkumar@mstcindia.co.in		
2.	Format of Bid: (A) Part I Techno-Commercial Bid will be opened electronically on specified date and time as given in the Tender Notice. Tenderer(s) cannot witness electronic opening of bid since the same is not a public event. (B) Part II Price Bid: All the Techno-Commercially qualified tenderers 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 tenderers shall be opened electronically. Thereafter, the highest rate amongst all the rates received through the e-auction and the Price Bids shall be accepted as a H1 bid for the tender for the concerned plot /covered space. All entries in the tender (both Techno-commercial Bid and Price Bid) should be entered online without any ambiguity.		

	The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid. Note : (i) Any necessary notice / addendum / extension notice/ corrigendum to the tender would also be hoisted in the e-tendering portal of M.S.T.C under the "Notification" Link (ii) E-tender cannot be accessed after the due date and time mentioned in this Tender Notice, unless extended further with due notice in the website. (iii) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
3.	Remittance of Tender Fee & EMD: As per clause g(i) and g(ii) of Schedule of Tender.
4.	Submission of on-line bid:
4.1	The tenderers(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→KOPT →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 Tenderers 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 tenderers will not be able to save/submit their bid and will get the error messages.
4.3	After filling in the Common Terms tenderers should click 'save' for recording their Commercial bid. Then the link for Techno-Commercial Bid would be activated and the tenderer 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 tenderers should click on "save" to record their price bid. Once both the Techno-Commercial bid & Price bid are saved, the tenderer 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 tenderers 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 tenderers 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 tenderers.
4.4.2	All correspondence to the tenderer(s) after participation in the tender shall be sent by e-mail only during the process till finalization of tender by HDC. Hence, the tenderers 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). Tenderers are also requested to ensure validity of their DSC (Digital Signature Certificate).
4.5	Uploading of documents: Tenderers 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 tenderer 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 – III
5.	E-auction: At the stage of e-auction amongst the techno-commercially qualified tenderers, the tenderers shall only quote the total bid value.
6.	Price bid opening:
	All the Techno-Commercially qualified tenderers shall have to participate in the e-auction for which date & time will be intimated separately. Thereafter, Price Bid will be opened electronically. It is then that the higher bid out of the highest Price Bid and highest Auction bid shall be accepted as the H1 bid for the tender in respect of Covered space/land concerned.
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, tenderers are advised to make final submission of their bids well within time.	
(c) In all cases, tenderers 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 tenderers 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 tenderer.	
(g) HDC/SMP, Kolkata reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, as the case may be, without assigning any reason thereof.	

I. GENERAL INFORMATION TO THE TENDERER :

- (A) (a) All instructions are applicable to tender for each individual Plate No. (Covered space/ land) as mentioned in **Annex -A**. The details of each of the plates proposed for allotment are specifically shown in Annex -A. Each of the covered space/land as shown in Annex -A will be allotted on licence basis for a period of **3 (Three) years** through Tender-cum-Auction, with first right of refusal to the ex-Licensee.

Note : -

- i) Tenderer may apply for more than one plots/Plate nos. of land or covered space put to tender. Evaluation of tender will be carried out separately against each plot of land/covered space.
- ii) Tenderer shall have to submit the bid giving details of plots/Plate nos. of land/covered space applied for and the corresponding purpose of use at item-1(a) of **Appendix-II** [Declaration by the tenderer/bidder].

In case the tenderer / bidder fails to submit the aforesaid details in **Appendix-II**, his tender will be rejected outright.

- iii) (a) The Licensee shall have to utilize the covered space/land against a plots/Plate No. for the purpose as mentioned at **Annex -A** and that declared by tenderer at item-1(a) of Appendix-II. The Licensee shall have to utilize the covered space/land within one month from the date of commencement of licence (i.e. date of handing over possession of covered space/land).
- (b) Regarding Reserved Rate of Rent per 100 sq. mtr. per month for land / per sq. mtr. per month for covered space mentioned at **Annex-A** [at column-(VIII) for covered space & column-(VII) for land], following may be noted :
- (i) The tenderers are to quote rates over and above the reserved rate mentioned at **Annex-A** [at column-(VIII) for covered space & column-(VII) for land], in their Price Bid as at **Appendix- III**.
- (ii) The techno commercially qualified tenderers are also required to participate in the e- auction on the scheduled date & time.
- (iii) In case any of the techno commercially qualified bidders do not participate in the e-auction, their quoted rate in the price bid will be considered for the purpose of evaluation.
- iv) Sketch Plan showing the concerned covered space/land against a Plate No. is at **Annex-B**.
- v) The covered space/land against a Plate No. will be allotted on 'as is where is' basis. Only use and occupation of the concerned covered space /land will be allowed.

(B) Eligibility Criteria of the Tenderer :

- (i) For shop / workshop / repair shop / eating house related purpose - Experienced, bonafide and reliable shopkeepers / traders / contractors/ businessman etc. having satisfactory financial standing. For workshop / repair shop and eating houses, prior experience will have to be demonstrated in the related field.

- (ii) **For office/survey/sampling related purposes** – Port users including but not limited to handling agents, clearing and forwarding agents, stevedores, transporters, SMPK contractors, test houses (having experience in cargo sampling), surveyors.

(C). Inspection of site:

An inspection of the site will be arranged **on Thursday, January 25, 2024 (after pre-bid meeting)** after the Pre-Bid Meeting. Interested tenderers may participate in the site inspection if they so desire.

The tenderer shall be deemed to have inspected the covered space/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.

(D) Pre-Bid Meeting:

A pre-bid meeting will be held at the office of Sr. Dy. Manager (Administration) at Jawahar Tower Complex, Haldia Township **on Thursday, January 25, 2024 at 11-00 hrs.** Attending the Pre- Bid Meeting is not mandatory.

Clarification regarding technicality of downloading and submission of Bid for e-tendering, queries etc. may be sent to e-mail of MSTC (<http://www.mstcecommerce.com/auctionhome/kopt/index.jsp/>).

(E) Tender Document Cost:

Tender Document has been hosted in the web sites of Syama Prasad Mookerjee Port, Kolkata, www.smporkolkata.shipping.gov.in and MSTC (<http://www.mstcecommerce.com/auctionhome/kopt/index.jsp/>). Interested tenderers may download the tender document from the said websites. For participation in the tender MSTC website may only be used. The intending tenderers should submit the tender cost amounting to **Rs. 1770/-** (including GST @18%) (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.

(F) Earnest Money:

- a) The Earnest Money is mentioned in **Annex – A** against each Plate No. The tenderers intending to bid against any plate number shall be required to submit the said amount of Earnest Money along with their offer otherwise their offer will be summarily rejected. The procedure for submission of Earnest Money may be followed as detailed in Clause – g (i) of Schedule of Tender.
- b) The amount of Earnest Money will be refunded to the unsuccessful tenderers without interest. In the case of successful tenderers, Earnest Money will be refunded after selection of successful tenderer.
- c) Mere submission of offer will not mean that the offer will be automatically considered qualified and bid will be entertained.

(G) 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. **13:30 hrs. on Monday, February 26, 2024** including any extension thereof and expiration of the validity period of the offer including extension thereof. In this connection, item (N) may also be seen.

- ii) Earnest Money of tenderers quoting less than Reserve Rate of licence fee provided in the Price Part will be forfeited and the tenderers will not qualify.
- iii) The Earnest Money of the techno commercially qualified tenderers shall be forfeited if they do not participate in 'e-auction' provided they are not the lone tenderer.
- iv) The successful tenderer shall have to accept the terms & conditions of the offer of licence and remit requisite Advance Annual licence fees for 1st year, Security Deposit, etc within a period as will be specified in the offer letter/extension thereof, failing which the offer shall stand cancelled and the Earnest Money deposited by the tenderer shall stand forfeited.

(H) Financial Involvements:

1. The successful tenderer shall be required to pay license fees at the Rate of Licence Fees quoted & accepted by SMP, Kolkata through tender- cum- auction and applicable Security Deposit along with GST etc. as applicable.
2. The successful tenderer shall have the option for allotment on payment of license fees either on one time upfront basis or annual advance license fees basis. This option shall have to be confirmed by the tenderer under item-2 of **Appendix-II** of this tender document.
3. In case the tenderer opts for allotment on payment on one time upfront basis, the following payments will be required to be made by the successful tenderers prior to taking over the covered space/land:
 - a) Upfront licence fees for the entire period of licence of 3 years to be calculated based on the Rate of Licence Fees accepted by SMP, Kolkata through tender-cum- auction with annual escalation of 2% and discount factor (longest of G-sec rate as per RBI Bulletin prevailing as on the date offer for allotment) along with GST etc.
 - b) Security Deposit [one month licence fee plus Applicable tax @ 18% for the covered space/land concerned.
 - c) Advance Annual Nominal Licence Fees @Re. 1/- per sq. mtr. per annum.
4. In case the tenderer opts for allotment on payment on annual advance license fees basis, the following payments will be required to be made by the successful tenderers:
 - i. Annual Licence Fees at the rate of Licence Fees accepted by SMP, Kolkata through tender- cum- auction with GST etc. as applicable every year in advance, during the entire period of the Licence. Each year shall be reckoned from the date of commencement of Licence i.e date of handing over the covered space/land concerned on observance of required formalities.
 - ii. The successful tenderer shall deposit the amount equivalent to 12 months Licence Fees for the covered space/land concerned towards **advance Licence Fees** with GST etc. as applicable, for 1st year, prior to grant of covered space/land.
 - iii. For subsequent years, the claim of licence fee bills will be made in advance. The advance licence fees 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.

- iv. The rate of licence fees will get escalated every 26th October by 2% of the licence fees payable in the preceding year or the scheduled licence fee then in force, whichever is higher. During the tenure of the licence, if the scheduled rate of licence fees becomes higher than the rate of licence fees at which licence fees is being paid by the licensee, the scheduled rate of licence fees will be applicable straightaway from the date the scheduled licence fees becomes applicable. Thereafter, the licence fees will be escalated as per the provisions of the SoR prevailing at the relevant point of time.
 - v. The successful tenderer shall keep **Security Deposit** equivalent to 50% of the offered annual license fees plus Applicable tax @ 18% for the covered space/land concerned prior to grant of covered space/land concerned.
5. In case of default in payment of advance licence fees / advance annual nominal license fees and other dues within one month from the due date of payment specified above, interest @ 12% per annum plus taxes (if applicable) shall be charged on the outstanding dues from the due date of payment.
 6. The Security Deposit is refundable without interest after completion of licence period subject to adjustment of dues /damages.
 7. One Time Upfront licence fee / Annual licence fees actually payable will be charged on the area of covered space/land actually allotted after joint demarcation. The amount of Annual licence fees and Security Deposit may vary depending on the actual area of covered space/land allotted and the successful tenderer shall be liable to make additional payment in this respect, if required.
 8. The successful tenderer will also have to communicate acceptance to the terms and conditions of the licence prior to taking over possession of the covered space/land.

(I) Vacation of premises for failure to exercise the First Right of Refusal :

In case of failure to exercise the “First Right of Refusal” or inability to match the highest bid in tender-cum-auction, the Ex-licensee (in continued occupation) will be bound to vacate the premises free from all encumbrances on 7 days’ notice, failing which, SMP, Kolkata /HDC may take any necessary action as deemed fit and the ex-licensee (in continued occupation) shall not have any claim from SMP, Kolkata /HDC in the matter whatsoever.

(J) 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** (<http://www.mstcecommerce.com/auctionhome/kopt/index.jsp/>) not later than **14:30 hrs. on Monday, February 26, 2024** 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.

- (iii) The Part – I: 'Techno-Commercial Bid' of the tender shall be opened electronically at **16:00 hrs. on Monday, February 26, 2024** Tenderers or their 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 only those tenderers who techno-commercially qualify on a subsequent date, for which date & time will be intimated separately to the concerned tenderer only.

(K) 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. **14:30 hrs. on Monday, February 26, 2024** or any extension thereof **as per provision given at SOT**. No offer shall be substituted or withdrawn by the tenderer after the due date and time of submission of offer or any extension thereof.

(L) Amendment of Tender Document:

At any time prior to the due date for submission of tender, HDC/ SMP, Kolkata 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 website of SMP, Kolkata (www.smpportkolkata.shipping.gov.in) and also in the website of MSTC (<http://www.mstcecommerce.com/auctionhome/kopt/index.jsp/>).

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

(M) Validity of Offer:

The offer shall remain valid for acceptance for a period of 6 (Six) months from the date of opening of Techno Commercial Part of the tender.

(N) Extension of validity of offer:

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

(O) Acceptance to Port's offer of allotment:

After finalization of the tender through tender-cum-auction, the offer of allotment of covered space/land will be made to the concerned successful tenderer/s. The successful tenderer/s shall thenceforth be required to again formally accept the terms & conditions of the offer of licence and also remit requisite advance Annual Licence Fees, Security Deposit etc, within a period of 01 (one) month 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 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/extension thereof, if any, the offer may be cancelled and the Earnest Money deposited by the tenderer shall stand forfeited. The covered space/land will be handed over after completion of the required formalities as will be specified in the offer letter.

II. GENERAL INSTRUCTIONS TO THE TENDERER :

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** duly superscribed the Tender No. **AD/E/T/All Zone/2024/6E** shall contain the following:-

1) **For shop / workshop /repair shop/ eating house related purpose.**

- i) Tender Document, corrigendum and addendum (if any) duly signed & sealed.
- ii) Copy of valid Income Tax Clearance Certificate
- iii) Copy of valid Trade Licence.
- iv) Copy of Bank Statement showing transaction details of 12 month period preceding the date ending on 31.12.2023.
- v) PAN / TAN as applicable.
- vi) Documents showing that the tenderer has experience in operating workshops /repair shop/ eating houses (this is applicable only in case the tender is submitted for workshop /repair shop/ eating houses).
- vii) Declaration as per **Appendix-II**.
- viii) GST Certificate / Code if applicable.
- ix) Other documents which the tenderer wants to submit.

Note - The ex-licensee (in continued occupation)s of different Plate Nos. are only required to submit PAN/TAN (as applicable) and GST Certificate / Code (if applicable).

2) **For office/survey/ sampling related purpose:-**

- i) Tender Document, corrigendum and addendum (if any) duly signed & sealed.
- ii) Profile / Experience of the Tenderer as per **Appendix-I**, duly filled in, signed and sealed.
- iii) Certificate showing that the tenderer is a Port user / Contractor / other service provider engaged by SMP, Kolkata duly supported by an appropriate certificate issued by the concerned Division of HDC.
- iv) Duly attested copy of Partnership Deed and Power of Attorney in case the tenderer is a Partnership Firm.
- v) Certified copy of the Certificate of Incorporation, Memorandum & Article of Association in case the tenderer is a Company.
- vi) Copies of Audited Balance Sheet and Profit & Loss Account / Income & Expenditure Account along with audit report for last three financial years.
- vii) PAN/ TAN, as applicable.
- viii) Declaration as per **Appendix-II**.
- ix) GST Certificate / Code
- x) Other documents, which the tenderer wants to submit

Note - The ex-licensee (in continued occupation)s of different Plate Nos. are only required to submit PAN/TAN (as applicable) and GST Certificate / Code.

- d) The tender completed in all respect including properly filled in and duly signed with seal the documents as mentioned in - **Annex -A** for meeting the pre-qualification criteria by the tenderer and uploaded through e-tendering process as detailed in **Annexure-I**.
- e) **Part – II: Price Bid:** The tenderers shall have to quote in the Price bid at **Appendix- III** in figures, the maximum **Rate of Licence Fees (per sq. mtr. per month for covered space and per 100 sq. mtrs. per month for land)** tenderers can offer for covered space/land against Plate No. for which the tenderers intend to submit their offer, over and above the Reserve Rate of licence fees as given at **Annex – A**. The offer of a tenderer who quotes an amount equal to zero or a negative value shall be rejected outright with forfeiture of Earnest Money.
- f) **Part – II: Price Bid** duly superscribed with the Tender No. **AD/E/T/All Zone/2024/6E** and Tender Subject should contain at **Appendix-III** of the tender document duly filled in & signed. It should be noted that the 'Price Bid' shall contain only the rate of Licence Fees and no conditions whatsoever. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection. 'Price Bid' to be submitted on line through e-tendering process as detailed at **IMPORTANT INSTRUCTIONS FOR E-TENDER at page no.6-9.**

- g) Mere submission of Tender Document will not mean that a particular tender will be automatically considered qualified. Such qualification will be examined at the time of evaluation of bids.
- h) The substitution or withdrawal of offer may be done as per provision mentioned at Important Instructions for E-Tender [page 6-9] 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.

III. EVALUATION CRITERIA:

(A) **Test 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) Contains all the information and documents as requested in the tender document.
 - iv) Contains information in Formats as specified in this tender document.
 - v) Does not show inconsistencies between the offer and the supporting documents.
 - vi) Proposes no change in the offer as compared to the terms & conditions of the allotment as detailed in this tender document.
 - vii) Accompanied by declaration as per **Appendix-II**.

b) **Clarifications:**

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.

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 SMP, Kolkata from the tenderer(s) for the purpose of examination, evaluation etc. will be kept in confidence by SMP, Kolkata 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.

(B) **Evaluation of Techno –Commercial Bid:**

The techno commercial bid will be evaluated on the basis of the documents submitted by the tenderer in compliance with Clause II of (c) of “General Instructions to the Tenderer”.

(C) Evaluation of Price Bid:

- (i) SMP, Kolkata will call all the techno-commercially qualified tenderers to participate in the auction first on the scheduled date and time.
- (ii) After auction, the Price Bids of techno-commercially qualified tenderers only will be opened.
- (iii) The tenderer quoting highest amount either (a) highest bid in auction or (b) the highest Price bid in tender, will be the H1 tenderer for respective Plate Nos. as given at **Annex-A**.
- (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 of licence fee (per sq. mtr. per month for covered space and per 100 sq. mtrs. per month for land). In such cases, no auction will be conducted.
- (v) The techno commercially qualified tenderer whose offer will be the highest as per point (iii) above, will be the successful tenderer for respective Plate Nos. as given at **Annex-A**.
- (vi) The Ex- Licensee (in continued occupation) of the plate concerned may avail the 'First Right of Refusal' if there are no breaches on their part and if they do not become H1 bidder subsequent to auction, SMP, Kolkata would ask them to inform within **7 days** from the date of such communication whether they would match the rate of licence fee quoted by the H1 bidder and if they match the same, they would become the successful bidder. In case, the Ex- Licensee (in continued occupation) fails to reply within the stipulated period or communicates his inability to match the licence fee quoted by the H1 bidder, he will have to hand over the covered space /land being tendered out to SMP, Kolkata, within 7 days from the date of expiry of the aforesaid time frame or from the date of communication of the ex- Licensee (in continued occupation) refusing to match the rate of licence fee quoted by the H1 bidder, whichever is earlier.
- (vii) In case of Ex- Licensee becomes the successful bidder, licence of the concerned covered space/ land will be granted in favour of successful bidder on observance of the required formalities.
- (viii) The Ex-licensee (in continued occupation) for concerned Plates shall have to compulsorily participate in the bidding. In case the ex- licensee does not participate in the bidding or submits non- acceptable bids including bids not being over & above the reserve price as per provisions of the tender, their occupation will be liable for termination.

IV. Terms and Conditions of License :

The terms and conditions of issue of license and salient conditions of allotment of the covered spaces/land as enumerated below are to be read in conjunction with the **GENERAL INFORMATION & INSTRUCTIONS TO THE TENDERERS** and other terms and conditions as may be imposed by the competent authority while granting the license.

1. Allotment of the covered space/land, as specified in Annex - A will be made in favour of successful tenderer on licence for a period of 3 years on "as is where is" basis for the purpose as specified in Annex - A. Only use and occupation of the licensed covered space / land will be permitted.
2. The licence is terminable on 7 days' notice on either side. No claim for any compensation whatsoever for such revocation of the licence will be entertained. The licensee shall not be entitled to exercise such option prior to expiry of 12 months from the date of taking

over the covered space/land concerned on observance of the required formalities from SMP, Kolkata. However, if the licensee exercises such option prior to expiry of 12 months, his Security Deposit will be forfeited and no refund of amount paid will be entertained.

3. The licensee shall have to pay Licence Fees as accepted by the SMP, Kolkata through tender-cum-auction route plus GST etc. as applicable in respect of the concerned covered space/ land.

In case of allotment on payment of annual licence fees, the rate of licence fee will be escalated every year from the date as would be notified in revised scheduled of licence fee and buildings of SMPK at Haldia, by 2% of the licence fee payable in the preceding year or the scheduled licence fee then in force, whichever is higher. During the tenure of the licence, if the scheduled rate of licence fee becomes higher than the licence fee being paid by the licensee, the scheduled rate of licence fee will be applicable straightaway from the date the scheduled licence fee becomes applicable. Thereafter the licence fee will be escalated as per the provisions of the SoR prevailing at the relevant point of time.

4. The licensee shall have to pay Annual Nominal License Fees / Annual License Fees and GST, taxes etc. as applicable every year in advance, during the entire period of the License. Each year shall be reckoned from the date of commencement of License i.e. date of handing over the covered space / land concerned on observance of required formalities.
5. The licensee shall deposit the amount equivalent to one time Upfront licence fee for the entire licence period/ amount equivalent to 12 months Licence Fees for the covered space/land concerned towards advance Licence Fees with GST etc. as applicable, for 1st year, prior to grant of covered space /land.
6. For subsequent years, nominal licence fee (in case of allotment on one time upfront licence fee) / licence fees (in case of allotment on Annual licence fee) bill will be raised in advance. The advance licence fees payable, whether demanded or not shall be paid by the licensee within 15 days from the date of beginning of each year. The other dues, as applicable, shall be paid by the licensee within 15 days from the date of payment notice.
7. In case of default in payment of advance nominal licence fee / advance annual licence fees 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.
8. (i) In case of allotment on payment of annual licence fees, the licensee shall have to pay non-interest bearing Security Deposit equivalent to 50% of the offered annual license fee plus Applicable tax @ 18% for the covered space/land concerned, prior to grant of covered space/land. The Security Deposit is refundable after completion of the licence period (without any interest) subject to adjustment of dues/damages, if any.

(ii) In case of allotment on payment of upfront licence fees, the licensee shall have to pay non-interest bearing Security Deposit equivalent to one month licence fee plus Applicable tax @ 18% for the covered space/land concerned, prior to grant of covered space/land. The Security Deposit is refundable after completion of the licence period (without any interest) subject to adjustment of dues/damages, if any.
9. The licence fee will be charged, from the date of handing over of the concerned plot of covered space/land on compliance of the required formalities, on actual area to be found on demarcation. The amount of non-interest bearing Security Deposit will also be determined on the actual area as found on demarcation and the licensee will be required to supplement the same by a further sum towards non-interest bearing Security Deposit, if required.
10. In addition to licence fee, the licensee shall be required to pay Municipal Taxes, if required.

11. Electricity and water to the covered space/land concerned shall have to be arranged by the licensee at their own cost and arrangement from the respective competent authorities. However, they shall have to obtain way leave permission, in advance, on payment of requisite charges from SMP, Kolkata for laying electric lines, pipelines for supply of water, etc. to be laid on SMP, Kolkata land for the above purpose.
12. However, if electricity and water is supplied from the SMP, Kolkata source, the licensee shall have to pay Electricity charges and Water charges at actuals plus 19.25% on the actual amount as overheads for the current consumed and supply of water and other charges on this account as may be assessed by SMP, Kolkata.
13. The licensee will be required to pay and discharge all present and future rates, GST, Cesses, taxes, duties, charges, assessments, outgoings and premium in respect of policy of insurance against any risk whatsoever which are now or at any time hereafter be assessed, charged or imposed upon or payable in respect of the licensed covered space/land and/or building or structure erected by licensee on land concerned except the owners' share of municipal taxes in respect of the land.
14. The licensee shall ensure that no other person or party occupies or encroaches upon any portion of the allotted covered space/land. The licensee shall keep the covered space/land in good sanitary order and condition to the satisfaction of all concerned authorities. The licensee shall also demarcate the property under licence and at his cost permanently display the following information in respect of the property :-

 Owner: Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex
 Plate No.:
 Area under Licence:
 Name of Licensee:
 Period of Licence: From.....to.....

15. Once the covered space/land is handed over, its security, fire-fighting and other civic facilities/arrangement as required, unless otherwise specified, shall have to be made by the licensee at their own cost and to the satisfaction of all concerned authorities. In case of any damage to Board's property or neighboring property due to acts of omission/commission of the licensee, the licensee shall have to bear all costs and consequences thereof.
16. The licensee shall follow all safety norms as specified by the competent authority/authorities. They shall have to obtain all statutory clearances as may be required under the law, including environmental clearance, if necessary, at their own cost and arrangement. The licensee will also take all anti-pollution and environment friendly measures in consultation with West Bengal Pollution Control Board and other statutory organizations. The licensee shall be solely responsible for any pollution and environmental degradation arising out of their activities.
17. The licensee shall allow entry of authorized SMP, Kolkata personnel for inspection during the period of license, as and when required.
18. After the expiry/termination/determination of licence and despite receiving the notice thereof, or forfeiture of licence on account of change of user, assignment etc. if the licensee continues to occupy it unauthorisedly, the licensee shall be liable to pay compensation for wrongful use and occupation of the same at three (3) times the annual licence fee based on latest SoR, till vacant possession is obtained by SMP, Kolkata /HDC.
19. The licensee shall have to utilize the covered space/land concerned for the purpose for which it has been allotted, otherwise the license shall be liable for termination.
20. The licensee shall not transfer, assign, sublet or share use of the allotted covered space/land or any part thereof with anybody or with any organization.

21. SMP, Kolkata /HDC may consider renewal of licence/grant of fresh licence for a further term after expiry of the concerned licence, through tender-cum-auction with first right of refusal to the ex-licensee if the concerned plot of covered space/land is not required by the SMP, Kolkata /HDC for its own use, provided the said licensee does not have any breach of terms and conditions of licence and applies for renewal of licence for a further term at least 6 (six) months prior to expiry of the concerned licence.
22. The covered space/land will be allotted on "as is where is" basis. The licensee shall have to carry out repair of the covered space as may be necessary at their own cost after taking the concerned covered space with the approval of SMP, Kolkata /HDC. The licensee shall have to maintain the covered space at their own cost to the satisfaction of SMP, Kolkata /HDC. However, before undertaking any repair to the covered space, prior permission from SMP, Kolkata /HDC will be essential. No addition/alternation, further construction will be allowed at any stage.
23. No structure of permanent nature shall be allowed to be constructed on the licensed premises.

No pucca roofed structure will also be allowed to be constructed on the concerned plot of land. However, the licensee may be permitted to construct temporary structure conforming to the purpose of use on the land concerned at their own cost and arrangement with prior written permission from the SMP, Kolkata /HDC and for which the licensee will be required to submit necessary plans in quadruplicate. The licensee will not undertake any construction without permission from SMP, Kolkata /HDC.

The licensee shall be required to remove the structure etc. that may be erected by them on the aforesaid land, at their own cost and arrangement and put the land into its original condition before vacating the land or revocation of the licence in terms of Clause (2) above.

24. Dock permit shall be issued if so required on chargeable basis for men, vehicles, tools, tackles etc as per procedures and rates as applicable from time to time, required in connection with purpose of licence of covered space /land in the Dock Interior Zone.
25. Without prejudice to other appropriate action being taken, charges will be recovered for encroachment of SMP, Kolkata's covered space as per prevailing Schedule of Rent of SMP, Kolkata's Land and Buildings at Haldia.
26. Other terms and conditions of SMP, Kolkata's Land Policy Guidelines and Schedule of Rent of SMP, Kolkata's Land and Buildings at Haldia shall also be applicable.

Note: SMP, Kolkata /HDC at any stage, however, reserves the right to accept or reject any or all the offers without assigning any reason therefore whatsoever.

**Details of covered space/land for allotment, Earnest Money payable,
Reserve Rate of license fee, Plate no. etc.**

Land in Dock Interior Zone of Haldia Dock Complex

Sl. No.	Plate No	Location	Ex-Licensee	Area (Sq. Mtrs.)	Purpose of use	Reserve Price (per 100 sq. mtrs. per month)	EMD (Rs.)
I	II	III	IV	V	VI	VII	VIII
7	L/DIZ/7	Near Finger Jetty	Rahul Exports	10.00	Shop related	3978.51	2387/-

Land at Chiranjibpur Camp in Dock Zone of Haldia Dock Complex

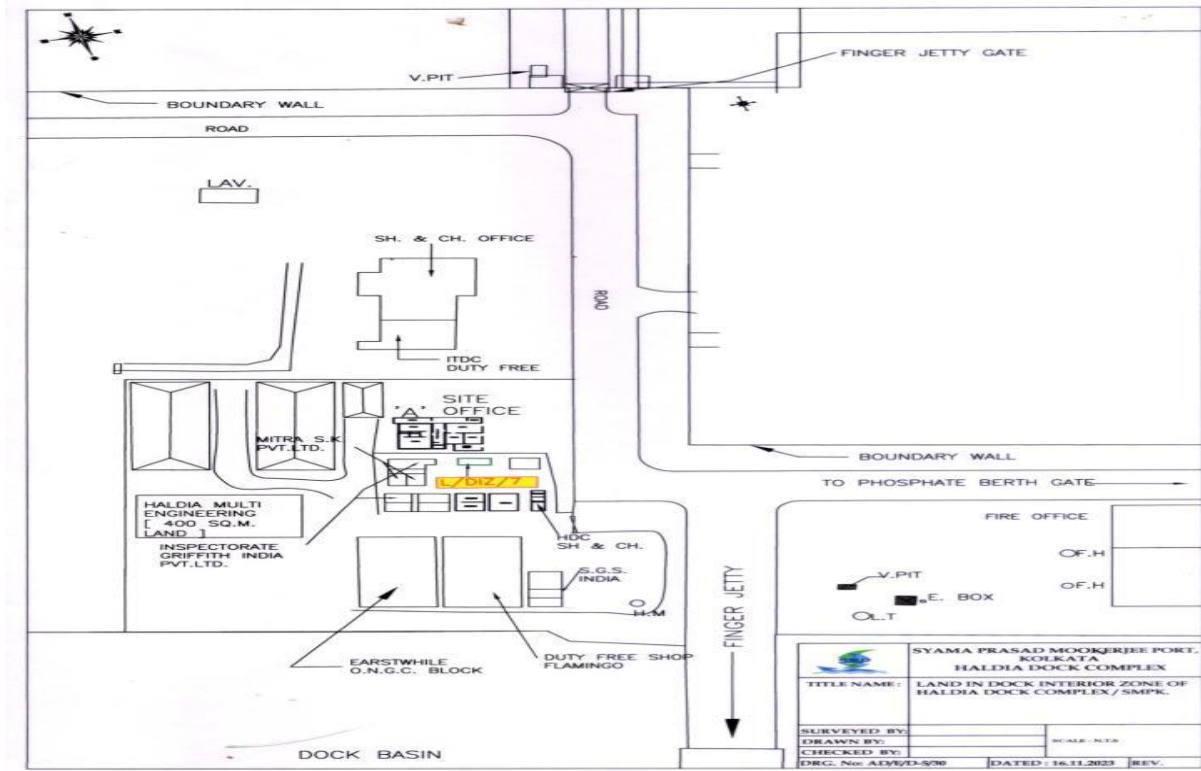
Sl. No.	Plate No	Location	Ex- Licensee	Area (Sq. Mtrs.)	Purpose of use	Reserve Price (per 100 sq. mtrs. per month)	EMD (Rs.)
I	II	III	IV	V	VI	VII	VIII
8	L/DZ/8	Chiranjibpur Camp, Block - P	A. M. Enterprises	2.25	Office related	3273.75	442
9	L/DZ/9	Chiranjibpur Camp, Block – S	A. M. Enterprises	7.62	Office related	3273.75	1497
10	L/DZ/10	Chiranjibpur Camp, Block –R	A. M. Enterprises	2.25	Office related	3273.75	442
11	L/DZ/11	Chiranjibpur Camp, Block – S	A. M. Enterprises	2.25	Office related	3273.75	442
12	L/DZ/12	Chiranjibpur Camp, Block - T	Anirban Transport Service	2.25	Office related	3273.75	442
13	L/DZ/13	Chiranjibpur Camp, Block - T	Anirban Transport Service	3.00	Office related	3273.75	589
14	L/DZ/14	Chiranjibpur Camp, Block - I	Boxco Logistics India Pvt. Ltd.	37.00	Office related	3273.75	7268
15	L/DZ/15	Chiranjibpur Camp, Erstwhile EDP Block	Ripley & Co. Stevedoring & Handling Pvt. Ltd.	118.22	Office related	3273.75	23221
16	L/DZ/16	Chiranjibpur Camp, Block - E	RV Logistics (CHA)	2.25	Office related	3273.75	442
17	L/DZ/17	Chiranjibpur Camp, Block - U	Cross Ocean Enterprises Private Limited	4.00	Office related	3273.75	786
18	L/DZ/18	Chiranjibpur Camp, Block - U	GAC Shipping (India) Pvt. Ltd.	4.50	Office related	3273.75	884
19	L/DZ/19	Chiranjibpur Camp, Block - L	Interocean Shipping (Inia) Pvt. Ltd.	3.00	Office related	3273.75	589
20	L/DZ/20	Chiranjibpur Camp, Block - M	Marine Container Services (India) Pvt. Ltd.	3.25	Office related	3273.75	638

21	L/DZ/21	Chiranjibpur Camp, Erstwhile P&T-	New Efficient Transport Service	0.81	Office related	3273.75	159
22	L/DZ/22	Chiranjibpur Camp, Block - S	PIL (India) Private Limited	2.25	Office related	3273.75	442
23	L/DZ/23	Chiranjibpur Camp, Block - R	ISS Shipping India Pvt. Ltd.	2.50	Office related	3273.75	491
24	L/DZ/24	Chiranjibpur Camp, Block - V	Five Star Logistics Pvt. Ltd.	15.00	Office related	3273.75	2946
25	L/DZ/25	Chiranjibpur Camp, Block -S	A.M. Enterprises	8.10	Office related	3273.75	1591
26	L/DZ/26	Chiranjibpur Camp, Block -K	Tradecon Shipping & Logistics Pvt. Ltd.	5.00	Office related	3273.75	982

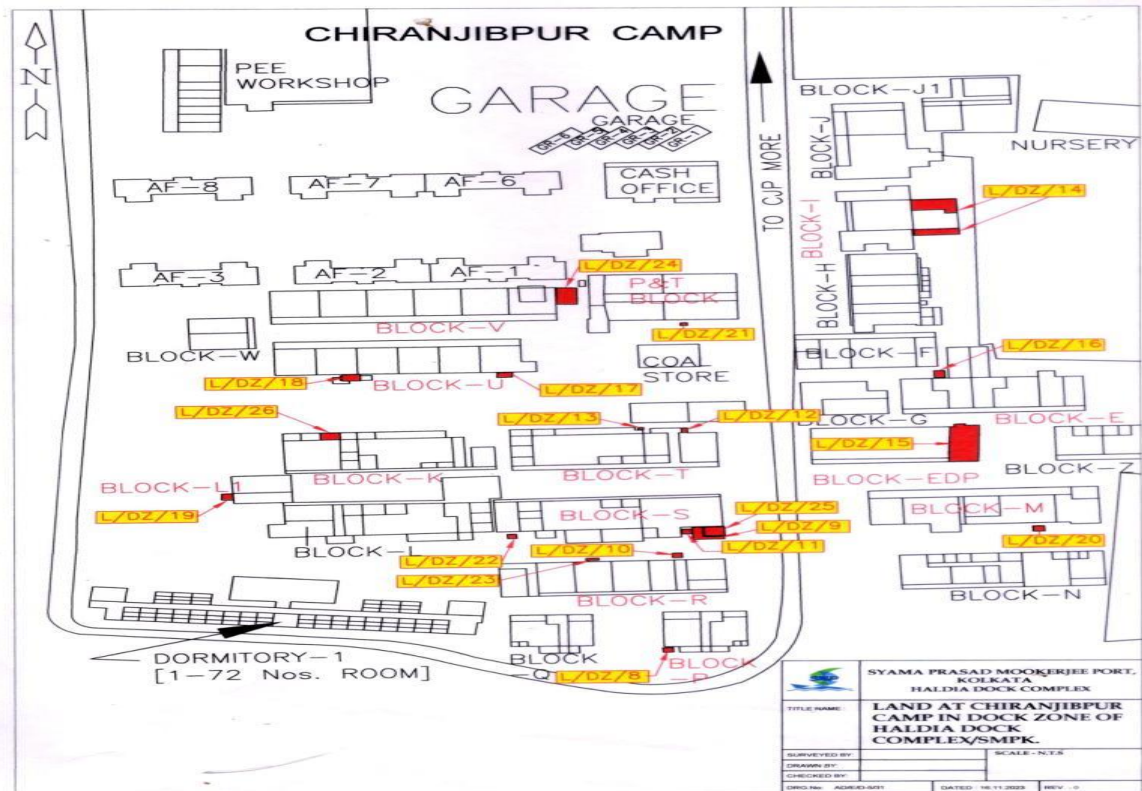
Land in Residential Zone of Haldia Dock Complex

Sl. No.	Plate No	Location	Ex-Licensee	Area (Sq. Mtrs.)	Purpose of use	Reserve Price (per 100 sq. mtrs. per month)	Earnest Money (Rs.)
I	II	III	IV	V	VI	VII	VIII
27	L/RZ/27	Cluster-11	Haldia Car Singer	10.00	Shop related	4524.90	2715
28	L/RZ/28	Cluster-9	Sashi Caterer	15.00	Shop related	4524.90	4072
29	L/RZ/29	Cluster-4	Pan Stall	10.00	Shop related	4524.90	2715

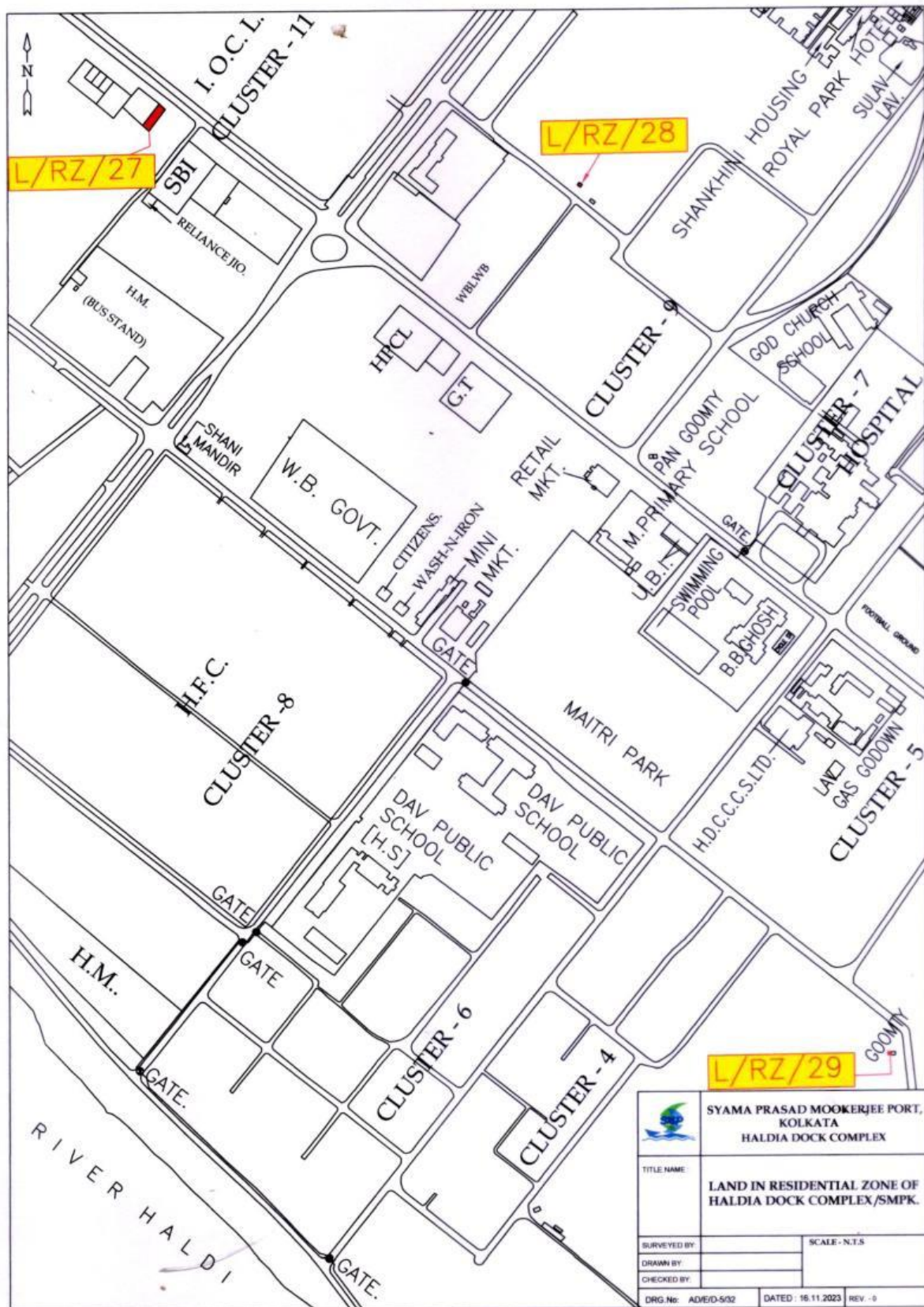
Sketch-12- Land near Finger Jetty.



Sketch-13- Land Chiranjibpur Camp area



Sketch-14- Land at Haldia Township



DOCUMENTS TO BE UPLOADED

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

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

- a) Pages – 1 to 29 of the tender document duly signed & sealed as token of acceptance.
- b) Profile / Experience of the Tenderer as per Annex – B duly filled in & signed and sealed.
- c) Required certificates & documents as indicated below (duly signed and sealed)
- c.1) **For shop / workshop / repair shop / eating house related purpose.**
 - i) Copy of valid Income Tax Clearance Certificate
 - ii) Copy of valid Trade Licence.
 - iii) Tender Document, corrigendum and addendum (if any) duly signed & sealed.
 - iv) Copy of Bank Statement showing transaction details of 12 month period preceding the date ending on **31.12.2023**.
 - v) PAN / TAN as applicable.
 - vi) Documents showing that the tenderer has experience in operating workshops /repair shop / eating houses (this is applicable only in case the tender is submitted for workshop/repair shop/eating houses).
 - vii) Declaration as per Annexure-V.
 - viii) GST Certificate / Code if applicable.
 - ix) Other documents if any, of which the tenderer wants to submit.

Note - The ex-licensee (in continued occupation)s of different Plate Nos. are only required to submit PAN/TAN (as applicable) and GST Certificate / Code (if applicable).

- c.2) **For office /survey/ sampling related purpose.**
 - i) Tender Document, corrigendum and addendum (if any) duly signed & sealed.
 - ii) Profile / Experience of the Tenderer as per Annex-B, duly filled in, signed and sealed.
 - iii) Certificate showing that the tenderer is a Port user / Contractor / other service provider engaged by SMP, Kolkata duly supported by an appropriate certificate issued by the concerned Division of HDC.
 - iv) Duly attested copy of Partnership Deed and Power of Attorney in case the tenderer is a Partnership Firm.
 - v) Certified copy of the Certificate of Incorporation, Memorandum & Article of Association and Power of Attorney in case the tenderer is a Company.
 - vi) Copies of Audited Balance Sheet and Profit & Loss Account / Income & Expenditure Account along with audit report for last three financial years.
 - vii) PAN/ TAN, as applicable.
 - viii) Declaration as per **Annexure -II**.
 - ix) GST Certificate / Code
 - x) Other documents if any, of which the tenderer wants to submit.

Note - The ex-licensee (in continued occupation)s of different Plate Nos. are only required to submit PAN/TAN (as applicable) and GST Certificate / Code.

PROFILE OF THE TENDERER

(Required for tenderers participating for office /survey/sampling related purposes).

(To be filled up on line)

1.	(a) Name of the tenderer [Refer to item 1 (B) of <u>General Information to the Tenderer before filling up</u>]	:	
	(b)(i) Address for communication. (ii) Address of local/branch office, if any.	:	
	(c) Reference of communication modes. (i) Telephone (ii) Fax (iii) Email	:	
	(d) Date of Incorporation and commencement of business of tenderer (e) PAN Number details: (f) VAT Registration details: (g) Current IT Return: (h) Professional Tax Challan (i) GST registration code: (j) Certificate as a Port User/Port contractor	:	
2.	Brief description of the Tenderer	:	
3.	Details of the existing business of the tenderer including years of operation	:	

Date : _____

(Signature)

Place : _____

(Designation & Seal of Office)

Enclosures : _____Nos.

DECLARATION BY THE TENDERER/BIDDER

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

1. I/We, _____ (Name of tenderer/bidder) having examined the Tender Document (No.**AD/E/T/All Zone/2024/6E**) 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 /covered space in the different Zones 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 / Plate	Purpose of use applied for

2. (a) In case of I/We become a successful tenderer, I/We be allotted the concerned covered space(s)/land(s) on One time upfront licence basis .

OR

- (b) In case of I/We become a successful tenderer, I/We be allotted the concerned covered space(s)/land(s) on Advance Annual licence basis.

[Tenderers are to strike out /delete the option which is not opted for by them at the time of uploading this Annexure]

3. I/We accept all the terms & conditions of the Tender Document (AD/E/T/All Zone/2024/6E).
4. I/We have deposited requisite Earnest Money and Tender Document Cost for the said tender as per procedure mentioned in Schedule of Tender.
5. I/We submitted copies of the required documents as mentioned at Annexure –IV of the Tender Document.
6. I/We have quoted the rate of licence fee in Price Bid (Annexure-III) not below the Base rate of licence fee as given at Annex A under the **GENERAL INFORMATION TO THE TENDERER**.
7. I/We have not been debarred by the Central / any State Government or Quasi-Government Agency or PSU in India.

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8. I / We declare that:-

- a. I / We have examined and have no reservations to the Tender Document issued by SMP, Kolkata thereon.
- b. 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.
9. I / We understand that SMP, Kolkata reserves the right to accept or reject any tender and to annual 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.
10. I / We hereby undertakes that we will abide by the decision of SMP, Kolkata in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by SMP, Kolkata in this regard.

.....
Signature of the bidder with office seal

Date :

Witness :-

Sl. No.	Name	Address	Signature
1.			
2.			

PART –II: PRICE BID FORMAT

(Tenderer not to quote here. To be filled up/quoted online only)

1. Rate of licence fee quoted by the Tenderer

Plate No.	Additional Rate of licence fee quoted per sq. mtr. per month over and above the Reserve Rate of licence fee for covered space (in Rs.)	Additional Rate of licence fee quoted per 100 sq. mtrs. per month over and above the Reserve Rate of licence fee for land. (in Rs.)

This is a SAMPLE for quoting Price Bid. Tenderers are advised not to quote here.

The Price Bid is to be quoted ONLINE ONLY.

(Signature & office seal of the Tenderer)

Witness

Name :

Address :

Signature:

Note :

1. The tenderer shall have to quote the amount (in figure) which they intend to pay in addition to the reserve rate of License Fees in respect of the respective Plate Nos. as mentioned under Annex-A.
2. Price Bid' shall contain rates of licence fee only and no conditions whatsoever. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection.
3. The offer of a tenderer who quotes an amount equal to zero or a negative value shall be rejected outright with forfeiture of Earnest Money.