निविदा आमंत्रण सूचना

एन.आई.टी. संख्या एस.एम.पी./के.डी.एस./एल.एन.डी./**65-2026** दिनांक **07/05/26**

श्यामा प्रसाद मुखर्जी पोर्ट,कोलकाता

सामान्य प्रशासन विभाग, भू-संपदा प्रभाग

6, फेयरली प्लेस,कोलकाता-700001

वेबसाइट: www.smp.smportkolkata.in

ई-मेल पता: estate.tender@smportkolkata.shipping.gov.in

ई-निविदा प्रणाली दो-भागों में संपादित होती है (भाग I: तकनीकी-वाणिज्यिक बोली और भाग II: मूल्य बोली), "**Land & Structure at Hide Road, FRR – M/s. Gupta Enterprise, being plot No. 65/26 (B)**, 30 साल की लंबी अवधि के पट्टे पर, 'जैसा है जहां है' के आधार पर, नवीनीकरण विकल्प के बिना, वार्षिक किराया / अग्रिम आधार पर भुगतान के सापेक्ष", इच्छुक बोलीदाताओं से ई-निविदा-सह ई-नीलामी के माध्यम से आमंत्रित किया जाता है।

निविदा दस्तावेज और विस्तार या कोई अन्य सूचना / शुद्धिपत्र / परिशिष्ट / स्पष्टीकरण, यदि कोई हो, श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता (www.smp.smportkolkata.in), सीपीपी पोर्टल (https://eprocure.gov.in/epublish/app) और एमएसटीसी (www.mstcecommerce.com) की वेबसाइटों पर डाला जा रहा है। हालाँकि, बोली दस्तावेज़ और विस्तार या कोई अन्य नोटिस/शुद्धिपत्र/अनुपूरक/स्पष्टीकरण, यदि कोई हो, केवल एमएसटीसी वेबसाइट से डाउनलोड किया जा सकता है। बोलीदाताओं को नियमित रूप से वेबसाइट देखने की सलाह दी जाती है। दूसरे शब्दों में, बोली जमा करने के लिए एमएसटीसी वेबसाइट का उपयोग करना होगा, जबकि एसएमपी, कोलकाता वेबसाइट और सीपीपी पोर्टल केवल संभावित बोलीदाताओं को देखने/सूचना देने के उद्देश्य से है।

निविदा अनुसूची (एसओटी):

क	ई-निविदा संख्या (सिस्टम द्वारा जनरेटेड)	**E-Tender No.-MSTC/ERO/KOLKATA PORT TRUST/27/KOLKATA/26-27/5239, Tender Id- 523901**
	निविदा का तरीका	ई-टेंडर सिस्टम ऑनलाइन पार्ट I - टेक्नो-कमर्शियल बिड और ऑनलाइन पार्ट II - प्राइस बिड www.mstcecommerce.com/auctionhome/kopt/index.jsp of MSTC Ltd. के माध्यम से। इच्छुक बोलीदाताओं को ई-टेंडरिंग पोर्टल के माध्यम से निम्नलिखित शेड्यूल के अनुसार इलेक्ट्रॉनिक रूप से अपने प्रस्ताव प्रस्तुत करने होंगे। कुछ निर्दिष्ट दस्तावेजों (जैसा कि इस निविदा दस्तावेज में नीचे उल्लेख किया गया है) को छोड़कर, हार्ड कॉपी द्वारा प्रस्तुत किए जाने पर एसएमपी, कोलकाता के कार्यालय द्वारा कोई भी निविदा स्वीकार नहीं की जाएगी। निर्दिष्ट दस्तावेजों की हार्ड कॉपी एस्टेट डिवीजन, श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता (एसएमपी, कोलकाता) के जेटी कार्यालय में रखे गए टेंडर बॉक्स में 6 फेयरली प्लेस, कोलकाता 700001 में जमा करनी होगी।
ग	एनआईटी पार्टियों के देखने के लिए उपलब्ध है	**From 07.05.2026**
घ	ई-मेल द्वारा प्रश्न प्रस्तुत करने और साइट निरीक्षण के लिए अनुरोध करने की	**18.05.2026**

	अंतिम तिथि	
ङ	ज़ूम कॉन्फ्रेंस के माध्यम से बोली-पूर्व बैठक	**Topic- Pre-bid meeting on land tenders** **time 19.05.2026 at 12:30 pm,** **Join Zoom Meeting** https://us06web.zoom.us/j/87605998132?pwd=Md6yWP81721KchOGVK0umay3OjtLW5.1 Meeting ID: 876 0599 8132 Passcode: KDSLAND
च	ई-भुगतान मोड द्वारा निविदा शुल्क और बयाना राशि जमा करने की अंतिम तिथि और समय	**Till 5 P.M. on 04.06.2026**
छ	ऑनलाइन टेक्नो-कमर्शियल बोली और मूल्य बोली जमा करने की अंतिम तिथि और समय www.mstcecommerce.com/auctionhome/kopt/index.jsp पर	**Till 5 P.M. on 05.06.2026**
ज	एमओए की हार्ड कॉपी को एस्टेट डिवीजन, श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता (एसएमपी, कोलकाता) के जेटी कार्यालय, 6 फेयरली प्लेस, कोलकाता 700001 में रखे निर्दिष्ट बॉक्स में जमा करने की अंतिम तिथि और समय	**Till 5 P.M. on 05.06.2026**

टिप्पणी:

1. परिशिष्ट अपलोड करने की तिथि और समय, यदि कोई हो, प्री-बिड मीटिंग के बाद अधिसूचित किया जाएगा।
2. ऑन-लाइन बोली (टेक्नो-कमर्शियल बोली और मूल्य बोली) खोलना एक सार्वजनिक कार्यक्रम नहीं है और इसलिए, ऐसे कार्यक्रम के लिए बोलीदाताओं की उपस्थिति आवश्यक नहीं है।
3. ई-नीलामी की तारीख और समय की सूचना एसएमपी, कोलकाता/एमएसटीसी द्वारा उचित समय पर केवल तकनीकी-व्यावसायिक रूप से योग्य बोलीदाताओं को ई-मेल द्वारा दी जाएगी।

मुख्य अभियंता
श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
6, फेयरली प्लेस, स्ट्रैंड रोड कोलकाता -**700001**
ईमेल पता:(**estate.tender@smportkolkata.shipping.gov.in**)

Note:- यदि हिंदी और अंग्रेजी संस्करण के बीच किसी भी प्रकार की विसंगति या अस्पष्टता होती है, तो अंग्रेजी संस्करण को ही मान्य माना जाएगा।

Notice Inviting Tender

N. I. T. No. SMP/KDS/LND/65-2026 dated 07/05/26
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
GENERAL ADMINISTRATION DEPARTMENT
ESTATE DIVISION
6, FAIRLY PLACE, Kolkata-700001
Website: www.smp.smportkolkata.in
Email address: estate.tender@smportkolkata.shipping.gov.in

E-Tender under two-part system (Part I: Techno-Commercial Bid and Part II: Price Bid) for "**Allotment of Land & Structure at Hide Road, FRR – M/s. Gupta Enterprise, being plot No. 65/26 (B), on long term lease of 30 years, *on 'as is where is basis',* without renewal option, against payment on annual rent/ upfront basis"**, is invited through e-tender-cum e-auction from **the individuals or Proprietorship Firm or Company or partnership firm or companies forming joint venture/ Consortium** or **HUF or any others meeting Eligibility** Criteria mentioned in the Tender document.

Tender Document and extension or any other notice/ corrigendum/ addendum/ clarifications, if any, are being hoisted in the websites of Syama Prasad Mookerjee Port, Kolkata (www.smp.smportkolkata.in), CPP Portal (https://eprocure.gov.in/epublish/app) and MSTC (www.mstcecommerce.com). However, Bid Document and extension or any other notice/ corrigendum/ addendum/ clarifications, if any, may be downloaded from MSTC website only. Bidders are advised to visit the websites regularly. In other words, the MSTC website shall have to be accessed for the sake of submission of bid, while SMP, Kolkata website & CPP Portal are only for the purpose of viewing/ intimation of the prospective bidders.

SCHEDULE OF TENDER (SOT):

a.	E-Tender No. (System Generated) & Tender-ID	**E-Tender No.-MSTC/ERO/KOLKATA PORT TRUST/27/KOLKATA/26-27/5239, Tender Id- 523901**
b.	MODE OF TENDER	E-tender System by Online Part I - Techno- Commercial Bid and Online Part II - Price Bid through **www.mstcecommerce.com/auctionhome/kopt/i**ndex.jsp of MSTC Ltd. The intending bidders are required to submit their offers electronically as per following schedules through e-tendering portal. No tender shall be accepted by the office of SMP, Kolkata if submitted by hard copy, except some specified documents (as mentioned hereunder in this tender document). Hard copies of the documents as specified shall have to be submitted to the tender box kept at the Jetty office of Estate Division, Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata) at 6 Fairlie Place, Kolkata 700001.
c.	NIT available for parties to view	**From 07.05.2026**
d.	Last date for submission of query by e-mail and request for site inspection	**18.05.2026**
e.	Pre-bid meeting through Zoom Conference	**Topic- Pre-bid meeting on land tenders time 19.05.2026 at 12:30 pm, Join Zoom Meeting** https://us06web.zoom.us/j/87605998132?pwd=Md6yWP81721KchOGVK0umay3OjtLW5.1

		Meeting ID: 876 0599 8132 Passcode: KDSLAND
f.	Last date and time of remittance of Tender Fee & Earnest Money Deposit by e-payment mode	**Till 5 P.M. on 04.06.2026**
g.	Last date and time of submission of online Techno-Commercial Bid and price Bid at www.mstcecommerce.com/auctionho **www.mstcecommerce.com/auctionhome/kopt/index.jsp**	**Till 5 P.M. on 05.06.2026**
h.	Last date and time of submission of hard copies of MOA into the specified box kept at the Jetty office of Estate Division, Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata) at 6 Fairlie Place, Kolkata 700001 (in case the same could not be uploaded during online bid submission.	**Till 5 P.M. on 05.06.2026**

Note:

3. Opening of on-line bid (Techno-commercial Bid & Price Bid) is not a public event and hence, presence of bidders is not required for such event.

4. Date & time of e-auction shall be informed by e-mail from MSTC at appropriate time to only the techno-commercially qualified bidders.

Chief Engineer
Syama Prasad Mookerjee Port, Kolkata
6, Fairlie Place, Strand Road Kolkata -700001
Email address:
(estate.tender@smportkolkata.shipping.gov.in)

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ANNEXURE –I

PLOT DETAILS

Plot No.	**Name / Location of Plot**	**Period of Lease**	**Area to be Leased Out (Approx. in Sqm.)**	**Annual Reserve Rent (in Rs.) (taxes extra)**	**Permitted purpose of lease**	**Valuation of Structure as per valuation Report (in Rs) (taxes extra)**	**Value of Structures to be paid by the Successful Bidder to**	**EMD (in Rs.)**
I	II	III	IV	V	VI	VII	VIII	IX
65/26 (B)	Land & Structure at Hide Road FRR – M/s. Gupta Enterprise Co-ordinates:- N-22.529556 E-88.306455	30 Years Lease	**Land – 1st Belt – 1488.00, 2nd Belt – 1036.82 Total – 2524.82** **Godown – 647.16, Veranda h – 381.55 Total-1028.71**	Rs. 36,41,722/-	Non-Commercial as per **Appendix-IX**	To be provided along with pre-bid clarification addendum	M/s. Gupta Enterprise	i) **Rs. 60,69,537/-** through **HDFC Payment Gateway** **And** **ii)** BG/DD amount to be provided along with Pre-bid clarification/ Addendum/-

NOTE:-

(i) All prospective bidders are requested to note that they shall have to deposit EMD as mentioned in the above table in Column-IX (i) & non-refundable Tender FEE of Rs.590/- through HDFC payment Gateway only and not by any other mode.

(ii) All prospective bidders except the FRR bidder, are requested to note that they also shall have to deposit EMD against structure if any as mentioned in the above table in Column-IX (ii) through Bank Guarantee as per attached format (Appendix-V) or through Demand Draft addressed to "Syama Prasad Mookerjee Port"

(iii) Submission of offer itself shall ipso facto make the bidder eligible to all the purposes mentioned in Column-VI in the above table and accordingly the bidder is not required to mention anything separately.

(iv) Bidders may also opt for Commercial purpose additionally in terms of clause no. 7 of Annexure-V of the Tender Document and the same should be mentioned in the space provided under **"Tech Spec: COMMON TERMS in Sl.No.16 (b) of Commercial Terms For This Event" during online bid submission through MSTC Portal.**

(v) For the List of purposes under Commercial and Non-commercial category, Appendix-IX may be referred to.

अनुलग्नक -II (ए)

भाग - I: तकनीकी-वाणिज्यिक बोली

निविदाकर्ताओं के लिए महत्वपूर्ण निर्देश

यह एसएमएसपी, कोलकाता का ई-टेंडर कार्यक्रम है। ई-टेंडर सेवा प्रदाता एमएसटीसी लिमिटेड, प्लॉट नंबर CF-18/2, स्ट्रीट नंबर 175, एक्शन एरिया- 1सी, न्यू टाउन, कोलकाता -700156 है।

इस निविदा में भाग लेने के इच्छुक निविदाकर्ताओं को संपूर्ण निविदा दस्तावेज का अध्ययन करना आवश्यक है।

ई-टेंडर की प्रक्रिया:

क) पंजीकरण:

(i) इस प्रक्रिया में एमएसटीसी ई-टेंडर पोर्टल पर बोलीदाताओं का पंजीकरण शामिल है। इस उद्देश्य के लिए, किसी भी इच्छुक बोलीदाता को इस निविदा दस्तावेज़ में दिए गए विवरण के अनुसार एमएसटीसी वेबसाइट www.mstcecommerce.com/auctionhome/kopt/index.jsp के माध्यम से ऑनलाइन आवेदन करना होगा।

(ii) पंजीकरण के बाद ही बोलीदाता अपनी बोलियाँ इलेक्ट्रॉनिक रूप से प्रस्तुत कर सकते हैं। तकनीकी-वाणिज्यिक बोली के साथ-साथ इंटरनेट पर मूल्य बोली प्रस्तुत करने के लिए इलेक्ट्रॉनिक बोली लगाई जाएगी। बोलीदाता के पास कम से कम क्लास II हस्ताक्षर प्रकार का डिजिटल प्रमाणपत्र होना चाहिए (बिना डिजिटल हस्ताक्षर के बोलियाँ दर्ज नहीं की जाएँगी)।

(vi) किसी भी इच्छुक बोलीदाता को, जिसके पास अभी तक कम से कम श्रेणी II हस्ताक्षर प्रकार का डिजिटल प्रमाण-पत्र नहीं है, तत्काल निविदा में भाग लेने से पहले उसे अपनी लागत और व्यवस्था पर प्राप्त करना होगा।

(vii) बोलीदाताओं को इंटरनेट से जुड़े पी.सी. से बोली लगाने की अपनी व्यवस्था स्वयं करनी होगी। एस.एम.पी., कोलकाता या एम.एस.टी.सी. ऐसी व्यवस्था करने के लिए जिम्मेदार नहीं होंगे।

विशेष नोट: मूल्य बोली और तकनीकी-वाणिज्यिक बोली दोनों को

www.mstcecommerce.com/auctionhome/kopt/index.jsp पर ऑनलाइन प्रस्तुत किया जाना है।

1) बोलीदाताओं को www.mstcecommerce.com→ पोर्ट लीज प्रॉपर्टी→ KOPT→ पंजीकरण→ बोलीदाताओं के रूप में पंजीकरण के लिए खुद को ऑनलाइन पंजीकृत करना होगा। विवरण भरें और अपना यूजर-आईडी और पासवर्ड बनाएं→ प्रस्तुत करें।

जो बोलीदाता एसएमपी, कोलकाता के ई-टेंडर के लिए एमएसटीसी के साथ एक वर्ष से कम समय से पंजीकृत हैं, उन्हें नए सिरे से पंजीकरण करने की आवश्यकता नहीं है। हालांकि, जिन बोलीदाताओं का पंजीकरण एक वर्ष से अधिक पुराना है, उन्हें एमएसटीसी को पैन कार्ड की एक प्रति के साथ पंजीकरण ईमेल अग्रेषित करके अपने पुराने पंजीकरण को फिर से सक्रिय करने का अनुरोध करना होगा।

2) बोलीदाताओं को उनके ई-मेल आईडी पर उनके पंजीकरण की पुष्टि करने वाला सिस्टम जनरेटेड मेल प्राप्त होगा, जो पंजीकरण फॉर्म भरने के दौरान प्रदान किया जाएगा। बोलीदाताओं से अनुरोध है कि वे पर्याप्त समय रखते हुए बोली जमा करें। किसी भी समस्या से बचने के लिए उन्हें अंतिम क्षण तक इंतजार नहीं करना चाहिए। किसी भी स्पष्टीकरण के मामले में, बोलीदाताओं को एसएमपी, कोलकाता/एमएसटीसी (ई-टेंडर के निर्धारित समय से पहले) से संपर्क करने की सलाह दी जाती है।

संपर्क व्यक्ति (एसएमपी, कोलकाता):

1. नाम: श्री आर. कामथ
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संपर्क व्यक्ति (एमएसटीसी): सहायता के लिए **- 07969066600**

1. 1. श्री सब्यसाची मुखर्जी ई-मेल-smukherjee@mstcindia.co.in डायरेक्ट नंबर-(033)22812879/ 7278030407	2. श्री के. क्रांति कुमार ईमेल-kkkumar@mstcindia.co.in मोबाइल- 9174009882

ख) प्रणाली की आवश्यकता :

i) **विंडोज** 7 **और उससे ऊपर का ऑपरेटिंग सिस्टम** ii) IE-7 **और उससे ऊपर का इंटरनेट ब्राउज़र।** iii) **साइनिंग टाइप डिजिटल सिग्नेचर** iv) JRE **सॉफ्टवेयर जिसे सिस्टम में डाउनलोड करके**

	इंस्टॉल करना है। सभी एक्टिव X कंट्रोल को सक्षम करने के लिए (एक्टिव-X फ़िल्टरिंग को छोड़कर जिसे अक्षम किया जाना चाहिए) और टूल्स → इंटरनेट विकल्प → कस्टम लेवल के अंतर्गत "पॉप अप ब्लॉकर का उपयोग करें" को अक्षम करें।
	सिस्टम आवश्यकताएँ इस प्रकार हैं: • ऑपरेटिंग सिस्टम- विंडोज 7 और ऊपर Web Browser- Preferred IE 7 and above. • • Active-X नियंत्रण निम्नानुसार सक्षम होना चाहिए: • टूल =>इंटरनेट विकल्प =>सुरक्षा =>कस्टम स्तर =>सभी Active-X नियंत्रण सक्षम करें (Active-X फ़िल्टरिंग को छोड़कर जिसे अक्षम किया जाना चाहिए) • =>"पॉप-अप अवरोधक का उपयोग करें" अक्षम करें • जावा (नवीनतम संस्करण JRE 8 अपडेट 201 है - फ़ाइल का नाम Windows X-86ऑफ़लाइन) DSC को हस्ताक्षरकर्ता बॉक्स में प्रदर्शित करने के लिए "संरक्षित मोड" को अक्षम करने के लिए निम्नलिखित सेटिंग्स लागू की जा सकती हैं. • टूल्स => इंटरनेट विकल्प => सुरक्षा => संरक्षित मोड अक्षम करें यदि सक्षम है - यानी, "संरक्षित मोड सक्षम करें" का उल्लेख करने वाले टिक बॉक्स से टिक हटा दें। • अन्य सेटिंग्स: टूल्स => इंटरनेट विकल्प => सामान्य => "ब्राउज़िंग इतिहास/ब्राउज़िंग इतिहास हटाएं" के अंतर्गत सेटिंग्स पर क्लिक करें => अस्थायी इंटरनेट फ़ाइलें => "हर बार जब मैं वेबपेज पर जाता हूं" सक्रिय करें। विस्तृत जानकारी के लिए, **"बोलीदाता गाइड"** और **"वीडियो देखें"** लिंक के अंतर्गत उपलब्ध वीडियो गाइड देखें.
2.	**(i)** बोली का प्रारूप**:** (ए) भाग I तकनीकी-वाणिज्यिक बोली, निविदा सूचना में दिए गए निर्दिष्ट दिनांक और समय पर इलेक्ट्रॉनिक रूप से खोली जाएगी। बोलीदाता बोली के इलेक्ट्रॉनिक उद्घाटन को नहीं देख सकते क्योंकि यह सार्वजनिक कार्यक्रम नहीं है।. **(ii)** (बी) भाग II मूल्य बोली: केवल तकनीकी-व्यावसायिक रूप से योग्य बोलीदाताओं की मूल्य बोलियाँ ई-नीलामी पूरी होने से पहले इलेक्ट्रॉनिक रूप से खोली जाएँगी। बोलीदाता इलेक्ट्रॉनिक रूप से बोली खोलने के साक्षी नहीं बन सकते क्योंकि यह कोई सार्वजनिक कार्यक्रम नहीं है। **(iii)**ई-नीलामी (तकनीकी-वाणिज्यिक बोली एवं मूल्य बोली खुलने के बाद आयोजित): (iv) नीलामी कार्यक्रम (ई-नीलामी की तिथि और समय) की सूचना नीलामी से कम से कम 3 दिन पहले एमएसटीसी की वेबसाइट पर लगाई जाएगी। बोलीदाताओं से अनुरोध है कि वे नीलामी कार्यक्रम

	की जानकारी के लिए नियमित रूप से एमएसटीसी की वेबसाइट देखें। तकनीकी-व्यावसायिक रूप से योग्य बोलीदाताओं को एमएसटीसी द्वारा कम से कम 3 दिन पहले ई-मेल के माध्यम से अलग से सूचित किया जाएगा। योग्य बोलीदाताओं से मूल्य बोली में प्राप्त उच्चतम बोली को ई-नीलामी के लिए आरक्षित मूल्य के रूप में निर्धारित किया जाएगा। एसएमपी, कोलकाता या एमएसटीसी से नीलामी कार्यक्रम के बारे में मेल प्राप्त न होने के किसी भी अनुरोध पर ऐसी नीलामी अनुसूची के जारी होने के दो दिनों के बाद विचार नहीं किया जाएगा। एमएसटीसी की वेबसाइट पर जाकर नीलामी कार्यक्रम की जानकारी प्राप्त करने का दायित्व पूरी तरह से बोलीदाता का है। **(iv)** जबकि मूल्य बोली जमा करना अनिवार्य है, ई-नीलामी में भाग लेना अनिवार्य नहीं है। यदि कोई बोलीदाता ई-नीलामी में भाग नहीं लेता है, तो उसकी एकमात्र बोली मूल्य अनुसूची प्रारूप में दी गई बोली होगी। किसी भी तकनीकी-व्यावसायिक रूप से योग्य बोलीदाता द्वारा ई-नीलामी में भाग न लेना एक स्वैच्छिक और सचेत निर्णय के रूप में लिया जाएगा और इसलिए नीलामी कार्यक्रम की जानकारी प्राप्त न होने की दलील पर किसी भी बोलीदाता से कोई अनुरोध एमएसटीसी की वेबसाइट पर नीलामी कार्यक्रम जारी होने के दो दिन बाद एसएमपी, कोलकाता द्वारा विचार नहीं किया जाएगा। **(v)** **H1** बोलीदाता/सफल बोलीदाता: सफल बोलीदाता के चयन की सूचना एसएमपी, कोलकाता द्वारा संबंधित बोलीदाता को निविदा प्रक्रिया पूरी होने और सक्षम प्राधिकारी के अनुमोदन के बाद ही दी जाएगी। टिप्पणी : (i) निविदा के लिए कोई भी आवश्यक सूचना/परिशिष्ट/विस्तार सूचना/शुद्धिपत्र भी एमएसटीसी के ई-टेंडरिंग पोर्टल पर "अधिसूचना" लिंक के अंतर्गत प्रदर्शित किया जाएगा। (ii) इस निविदा सूचना में उल्लिखित नियत तिथि और समय के बाद ई-निविदा प्राप्त नहीं की जा सकती, जब तक कि वेबसाइट पर उचित सूचना के साथ इसे आगे न बढ़ाया जाए। (iii) माप की इकाई (यूओएम) ई-निविदा तल में दर्शाई गई है। उद्धृत की जाने वाली दर ई-निविदा तल/निविदा दस्तावेज़ में दर्शाई गई यूओएम के अनुसार भारतीय रुपये में होनी चाहिए।
3.	निविदा शुल्क एवं ईएमडी की वापसी: जबकि सभी बोलीदाताओं के लिए निविदा शुल्क वापस नहीं किया जाएगा, एसएमपी, कोलकाता द्वारा असफल बोलीदाताओं को बिना ब्याज के ईएमडी वापस कर दी जाएगी, संबंधित पैन के विरुद्ध, प्रेषण बैंक का बैंक विवरण जहां से ईएमडी का ई-भुगतान किया गया है, प्रस्तुत किया जाना है (यानी बैंक का नाम और पता, चालू खाता संख्या, आईएफएस कोड)। [ऐसी वापसी, हालांकि, निविदा के किसी भी खंड के अधीन है जो ईएमडी की जब्ती को आकर्षित करती है]।

4.	ऑनलाइन बोली प्रस्तुत करना:
4.1	बोलीदाता, जिन्होंने उपरोक्त शुल्क जमा कर दिया है, वे केवल एमएसटीसी वेबसाइट www.mstcecommerce.com→ पोर्ट लीज प्रॉपर्टी→ केओपीटी→लॉगिन→विवरण देखें→ स्टेज 1 बोली प्रस्तुति→ लाइव नीलामी→लाइव इवेंट का चयन→ टेक्नो कमर्शियल और मूल्य बोलियों में इंटरनेट के माध्यम से अपनी तकनीकी वाणिज्यिक बोली और मूल्य बोली जमा कर सकते हैं। स्टेज II** फॉरवर्ड नीलामी के लिए फॉरवर्ड नीलामी→ लाइव नीलामी→लाइव इवेंट का चयन→ बोलियों का स्थान निर्धारण पर क्लिक करें **स्टेज 1 बोली के मूल्यांकन के बाद ही तकनीकी-वाणिज्यिक रूप से योग्य बोलीदाताओं के बीच फॉरवर्ड नीलामी होगी।
4.2	बोलीदाता को पॉप-अप में जब भी ऐसा करने के लिए कहा जाए, तो अनुमति पर क्लिक करके जावा एन्क्रिप्शन एप्लेट चलाने की अनुमति देनी चाहिए। यह अभ्यास टेक्नो-कमर्शियल बोली पर क्लिक करने के तुरंत बाद किया जाना चाहिए। यदि इस एप्लिकेशन को संकेत दिए जाने पर चलाने की अनुमति नहीं दी जाती है, तो बोलीदाता अपनी बोली को सहेजने/सबमिट करने में सक्षम नहीं होगा और उसे त्रुटि संदेश मिलेंगे।
4.3	निविदा में उल्लिखित सभी अनिवार्य जानकारी जमा करने और सभी अनिवार्य दस्तावेजों को अपलोड करने के बाद, बोलीदाता को अपनी तकनीकी-वाणिज्यिक बोली दर्ज करने के लिए "सहेजें" पर क्लिक करना चाहिए। ऐसा करने के बाद, मूल्य बोली लिंक सक्रिय हो जाता है और उसे भरना होता है और फिर बोलीदाता को अपनी मूल्य बोली दर्ज करने के लिए "सहेजें" पर क्लिक करना चाहिए। एक बार जब तकनीकी-वाणिज्यिक बोली और मूल्य बोली दोनों सहेज ली जाती हैं, तो बोलीदाता अपनी बोली दर्ज करने के लिए "सबमिट" बटन पर क्लिक कर सकता है।
4.4	बोलीदाता की सतर्कता/कर्तव्य: निविदा में भाग लेने के बाद बोलीदाता(ओं) को सभी पत्राचार एसएमपी, कोलकाता द्वारा निविदा को अंतिम रूप दिए जाने तक की प्रक्रिया के दौरान केवल ई-मेल द्वारा भेजे जाएंगे। इसलिए, बोलीदाताओं को यह सुनिश्चित करना आवश्यक है कि एमएसटीसी (यानी सेवा प्रदाता) के साथ उनके पंजीकरण के चरण में प्रदान की गई उनकी ई-मेल आईडी वैध है। बोलीदाताओं से यह भी अनुरोध किया जाता है कि वे अपने डीएससी (डिजिटल हस्ताक्षर प्रमाणपत्र) की वैधता सुनिश्चित करें। सफल बोलीदाता के मामले में 'आवंटन पत्र' का संचार हार्ड कॉपी के माध्यम से किया जाएगा।
4.5	दस्तावेज़ अपलोड करना: बोलीदाताओं को सलाह दी जाती है कि वे दस्तावेज़ लाइब्रेरी में दस्तावेज़ अपलोड करने के लिए बोली फ़्लोर में "दस्तावेज़ संलग्न करें" लिंक का उपयोग करें। कई दस्तावेज़ अपलोड किए जा सकते हैं। आगे की सहायता के लिए, विक्रेता गाइड के निर्देशों का पालन किया जाना चाहिए।

4.6	निविदा दस्तावेज की शर्तों और नियमों में कोई भी बदलाव स्वीकार्य नहीं है। किसी भी बोलीदाता द्वारा ई-टेंडर फ्लोर में बोली प्रस्तुत करने से यह पुष्टि होती है कि वह निविदा के लिए सभी नियमों और शर्तों को स्वतः स्वीकार करता है, जिसमें विस्तार या किसी अन्य नोटिस/शुद्धिपत्र/परिशिष्ट/स्पष्टीकरण, यदि कोई हो, में निहित नियम और शर्तें शामिल हैं। यदि दस्तावेज़ का परिवर्तित/संशोधित प्रारूप अपलोड किया जाता है, तो उस पर कोई संज्ञान नहीं लिया जाएगा।
4.7	मूल्य बोली प्रस्तुत करना: मूल्य केवल ऑनलाइन उद्धृत किया जाएगा। वैध ऑनलाइन मूल्य बोली प्रस्तुत किए बिना बोली पर विचार नहीं किया जाएगा। कोई भी ऑफ़लाइन मूल्य बोली स्वीकार नहीं की जाएगी। इसके अलावा तकनीकी-वाणिज्यिक बोली प्रस्तुत करने के दौरान मूल्य बोली से संबंधित कोई भी दस्तावेज़ हार्ड कॉपी के रूप में अपलोड / प्रस्तुत नहीं किया जाएगा और ऐसे दस्तावेज़ को अपलोड / प्रस्तुत करने से प्रस्ताव रद्द हो जाएगा।
5.	ई-नीलामी: तकनीकी-व्यावसायिक रूप से योग्य बोलीदाताओं के बीच ई-नीलामी के चरण में, बोलीदाता केवल कुल बोली मूल्य को वृद्धि या उसके गुणकों में उद्धृत करेंगे जैसा कि नीलामी मंच में अनुमति दी जाएगी। ई-नीलामी में भाग लेना अनिवार्य नहीं है।

टिप्पणी:

(ए) बोली को अंतिम रूप से प्रस्तुत करने से पहले (अर्थात साइन एंड एनक्रिप्ट पर क्लिक करने से पहले) किसी भी बोली को संपादित किया जा सकता है और दस्तावेजों को अपलोड किया जा सकता है। एक बार अंतिम प्रस्तुति पर क्लिक करके बोली प्रस्तुत कर दी जाती है, तो आगे संपादन की अनुमति नहीं होती है।

हालांकि, बोली को हटाने के बाद बोली को फिर से प्रस्तुत करने की अनुमति है, जिसमें ईएमडी और निविदा शुल्क की कोई अतिरिक्त राशि नहीं है, यह निविदा के समापन समय तक की अनुमति है।
चूंकि सिस्टम द्वारा पहले से अपलोड किए गए किसी विशेष दस्तावेज को बदलने की अनुमति नहीं है, इसलिए बोलीदाताओं को पूरी बोली को हटाने और संशोधित दस्तावेज वाली एक नई बोली फिर से प्रस्तुत करने और किसी विशेष उद्देश्य के लिए एक से अधिक दस्तावेज अपलोड करने से बचने की सख्त सलाह दी जाती है अन्यथा इस विचलन का परिणाम केवल बोलीदाता द्वारा वहन किया जाएगा।

(बी) इवेंट के समापन समय बीत जाने के बाद, सिस्टम द्वारा कोई भी बोली स्वीकार नहीं की जाएगी। इसलिए, बोलीदाताओं को सलाह दी जाती है कि वे अपनी बोलियों को समय से पहले अंतिम रूप से प्रस्तुत करें।

(सी) सभी मामलों में, बोलीदाताओं को अपनी बोली प्रस्तुत करते समय डिजिटल हस्ताक्षर के साथ-साथ अपना स्वयं का आईडी और पासवर्ड का उपयोग करना चाहिए।

(डी) संपूर्ण ई-टेंडर-सह-ई-नीलामी प्रक्रिया के दौरान, बोलीदाता एक-दूसरे के लिए तथा अन्य सभी के लिए पूरी तरह से गुमनाम रहेंगे, ताकि कार्टेल के गठन को हतोत्साहित किया जा सके। इस तरह के किसी भी गठन पर सख्ती से विचार किया जाएगा तथा संपूर्ण निविदा रद्द की जा सकती है तथा संबंधित बोलीदाताओं की ईएमडी जब्त की जा सकती है, जिसमें ऐसे बोलीदाताओं को एसएमपी, कोलकाता की भविष्य की निविदाओं में भाग लेने से रोकना भी शामिल है।
(ई) ई-निविदा तल निविदा दस्तावेज में उल्लिखित दिनांक, समय और अवधि से खुला रहेगा, बशर्ते कि इस निविदा दस्तावेज में परिभाषित अवधि को बढ़ाया जा सके।
(एफ) एसएमपी, कोलकाता किसी भी कारण से नीलामी की तिथि को स्थगित कर सकता है। तदनुसार, बदली हुई तिथि की सूचना तकनीकी रूप से व्यावसायिक रूप से योग्य बोलीदाताओं को एसएमपी, कोलकाता और एमएसटीसी की ओर से ई-मेल द्वारा दी जाएगी तथा एमएसटीसी की वेबसाइट पर भी इसे प्रदर्शित किया जाएगा। बोलीदाताओं की ऐसी तिथि में परिवर्तन के लिए कोई अनुरोध एसएमपी, कोलकाता द्वारा स्वीकार नहीं किया जाएगा।
(जी) ई-निविदा प्रक्रिया के दौरान प्रस्तुत सभी इलेक्ट्रॉनिक बोलियां बोलीदाता पर कानूनी रूप से बाध्यकारी होंगी।
(एच) एसएमपी, कोलकाता बिना कोई कारण बताए, जैसा भी मामला हो, निविदा को पूर्णतः या आंशिक रूप से रद्द या अस्वीकार या स्वीकार या वापस लेने या विस्तारित करने का अधिकार सुरक्षित रखता है।
(आई) निविदा दस्तावेज में कहीं भी दिखाई देने वाले "कोलकाता पोर्ट ट्रस्ट और केओपीटी" शब्दों को क्रमशः "श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता और एसएमपी, कोलकाता" के रूप में समझा जाएगा। साथ ही निविदा दस्तावेज में कहीं भी दिखाई देने वाली वेबसाइट www.smportkolkata.shipping.gov.in को "www.smp.smportkolkata.in" के रूप में समझा जाएगा।

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ANNEXURE –II (A)

Part – I:Techno-Commercial Bid

IMPORTANT INSTRUCTIONS TO E-TENDERERS

This is an e-tender event of SMP, Kolkata. The e-tender service provider is MSTC Ltd., Plot No. CF-18/2, Street No.175, Action Area- 1C, New Town, Kolkata -700156.

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

Process of E-tender:

A) Registration:

(i) The process involves registration of bidders with MSTC e-tender portal. For this purpose, any willing bidder is required to apply online through the MSTC website www.mstcecommerce.com/auctionhome/kopt/index.jsp as per details given in this tender document.

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

(iii) Any willing bidder not yet in possession of at least Class II signing type digital certificate, would be required to obtain the same at their own cost and arrangement prior to participation in the instant tender.

(iv) Bidders are to make their own arrangement for bidding from a P.C. connected with Internet. Neither SMP, Kolkata nor MSTC shall be responsible for making such arrangement.

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

1) Bidders are required to register themselves online with www.mstcecommerce.com→ Port Lease Property→ KOPT →Registration →Register as Bidders' Filling in details and creating own user-id and password→ Submit.

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

2) Bidders will receive a system generated mail confirming their registration in their e-mail ID which will be provided during filling in the registration form. Bidders are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem. In case of any clarification, bidders are advised to contact SMP, Kolkata/MSTC (before the scheduled time of the e-tender).

Contact person (SMP, Kolkata) :

1. Name: Shri R. Kamath
Estate Division, SMP, Kolkata. 6, Fairlie Palace, Strand Road- 700001
Contact No. 033-71012455
E-mail id: estate.tender@smportkolkata.shipping.gov.in &
kamath.rajkumar@smportkolkata.shipping.gov.in

Contact person (MSTC): **Helpline no- 07969066600**

		3. Shri Sabyasachi Mukherjee E-mail-smukherjee@mstcindia.co.in Direct No.-(033)22812879/ 7278030407	4. Shri K Kranthi Kumar Email-kkkumar@mstcindia.co.in Mobile- 9174009882

B) System Requirement:

i) Windows 7 & above Operating System ii) IE-7 and above Internet browser. iii) Signing type digital signature iv) JRE software to be downloaded and installed in the system. To enable ALL active X controls(**Except Active-X filtering which should be disabled**) and disable "use pop up blocker" under Tools →Internet Options→ custom level.

The system requirements are as follows:

- Operating System- Windows 7 and above
- Web Browser- Preferred IE 7 and above.
- Active-X Controls Should be enabled as follows:
  Tools =>Internet Options =>Security =>Custom Level => Enable all Active-X Controls (Except Active-X filtering which should be disabled)
  =>Disable "Use Pop-up Blocker"
- Java (Latest is JRE 8 Update 201 – File name Windows X-86Offline)

To disable "Protected Mode" for DSC to appear in the signer box following settings may be applied.

- Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".
- Other Settings:
  Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".

For details, refer to the "Bidder Guide" and a video guide available under "View Video" Link.

2. **(i) Format of Bid:**

(A) Part I Techno-Commercial Bid, will be opened electronically after scheduled closing date and time of submission of the tender. Bidder(s) cannot witness electronic opening of bid since the same is not a public event.

(B) Part II Price Bid: Price Bids of only techno-commercially qualified bidders shall be opened electronically **BEFORE** the e-auction. Bidder(s) cannot witness electronic opening of bid since the same is not a public event.

(vi) E-Auction (held after opening of techno-commercial bid & price bid):

Notice containing auction schedule (Date & time of e-auction) will be hoisted in MSTC's Website at least 3 days prior to auction. The bidders are requested to visit MSTC website regularly for information of Auction schedule. Techno-Commercially qualified bidders will be informed separately by MSTC through e-mail with at least 3 days' notice. The highest bid received in the Price bid from the qualified bidders would be set as the floor price for e-auction.

No request for non-receipt of mail regarding auction schedule from SMP, Kolkata or MSTC will be entertained after two days of hoisting of such auction schedule. **The onus of visiting the MSTC website and obtaining the information of auction schedule is strictly on the bidder**.

While submission of Price bid is a must, participation in e-auction is not mandatory. In case a bidder does not participate in the e-auction, his/her only bid will then be that given in the Price bid. Non-Participation in e-auction by any techno-commercially qualified bidder will be taken as a voluntary and conscious decision and hence no request from any bidder on the plea of non-receipt of information of auction schedule shall be entertained by SMP, Kolkata two days after auction schedule is hoisted in MSTC website.

(vii) H1 bidder/Successful Bidder:

Selection of successful bidder will be communicated to the bidder concerned by SMP, Kolkata only after completion of Tender Process and approval of SMPK's competent authority.

Note :

(iv) Any necessary notice/ addendum/ extension notice/ corrigendum to the tender would also be hoisted in the e-tendering portal of MSTC under the **"Notification"** Link

(v) 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. (vi) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
3.	**Refund of Tender Fee & EMD:** While Tender fee is non-refundable for all the bidders, EMD will be refunded by SMP, Kolkata to the unsuccessful bidder(s), without interest, against respective PAN, Bank details of remitting bank from where e-payment of EMD has been made is to be furnished (i.e. name of bank and & address, Current a/c No, IFS Code). [Such refund is, however, subject to any clause of Tender attracting forfeiture of EMD].
4.	**Submission of on-line bid:**
4.1	The bidder(s), who has /have submitted the above fees, can only submit their Techno Commercial Bid and Price Bid through internet in MSTC website www.mstcecommerce.com→ Port Lease Property→ KOPT →Login →View Details→ Stage I Bid Submission→ Live Auctions →Selection of the live event→ Techno Commercial and Price Bids. For Stage II** forward Auctions Click on Forward Auction→ Live Auctions →Selection of the live event→ Placing of Bids **Only after the evaluation of Stage I bidding the forward auction shall take place among techno-commercially qualified bidders.
4.2	The bidder should allow to run Java Encryption Applet by clicking on allow whenever the Pop-UP asks to do so. This exercise has to be done immediately after clicking on the Techno-Commercial bid. If this application is not allowed to run as and when prompted, the bidder will not be able to Save/submit their bid and will get the error messages.
4.3	After submission of all mandatory information and uploading of all mandatory documents as mentioned in the Tender, the bidder should click "save" for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled in and then the bidder should click on "save" to record their price bid. Once both the Techno-Commercial bid & Price bid are saved, the bidder can click on the "Submit" button to register their bid.
4.4	**Bidder's alertness / duty:** All correspondence to the bidder(s) after participation in the tender shall be sent by e-mail **only** during the process till finalization of tender by SMP, Kolkata. Hence, the bidders are required to ensure that their e-mail ID provided is valid at the stage of their registration with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate). In case of successful bidder the communication of *'Allotment Letter'* will be through hard copy.
4.5	**Uploading of documents:** Bidders are advised to use "Attach Docs" link in the bidding floor to upload documents in document library. Multiple documents can be uploaded. For further assistance, instructions of Vendor Guide are to be followed.
4.6	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his/her automatic acceptance of all the terms & conditions for the tender including those contained in the extension or any other notice/ corrigendum/ addendum/ clarifications, if any. Altered/amended format of document, if uploaded, will not be given any cognizance.
4.7	**Price Bid submission: Price shall only be quoted online.** No offline price bid shall be accepted. Also any document related to Price bid shall not be uploaded / submitted as hard copy during submission of Techno-Commercial bid and uploading/ submission of such document will lead to cancellation of offer.
5.	**E-auction:** At the stage of e-auction amongst the techno-commercially qualified bidders, the bidders shall only quote the total bid value at an increment or multiple thereof as will be allowed in the auction floor. It is not mandatory to participate in e-auction.

NOTE:
(a) A bid can be edited and documents can be uploaded any number of times before the final submission of bid (i.e. before clicking on Sign & Encrypt). Once the bid is submitted by clicking on Final Submission, further editing is not allowed. However, deletion of the bid, followed by resubmission of the bid, with no additional amount of EMD and tender fee, is allowed upto the closing time of the tender. Since replacement of any particular document already uploaded is not allowed by the System, the bidders are **strictly** advised to delete the entire bid and resubmit a fresh bid containing the revised document and refrain from uploading more than one document for a particular purpose otherwise the consequence of this deviation will be borne by the bidder only.
(b) After the closing time of event has passed, no bid will be accepted by the system. Hence, bidders are advised to make final submission of their bids well within time.
(c) In all cases, bidders should use their own ID and Password along with Digital Signature at the time of Submission of their bid.
(d) During the entire e-tender-cum-e-auction process, the bidders will remain completely anonymous to one another and also to everybody else with a view to discourage formation of Cartel. Any such formation will be strictly viewed and the entire Tender may be liable to be cancelled and EMD of the concerned Bidders liable to be forfeited including debarring such bidders from participating in future Tenders of SMP, Kolkata.
(e) The e-tender floor shall remain open from the date, time & duration as mentioned in the tender document, subject to extension of this duration as defined in this tender document.
(f) SMP, Kolkata may defer date of auction for any reason. The changed date will be accordingly intimated to the techno commercially qualified bidders by e-mail from MSTC and hoisting of the same in MSTC website. No request from the bidders for change of such date will be entertained by SMP, Kolkata.
(g) All electronic bids submitted during the e-tender process shall be legally binding on the bidder.
(h) SMP, Kolkata reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, as the case may be, without assigning any reason thereof.
(i) The expressions "Kolkata Port Trust and KoPT" appearing anywhere in the tender document, shall be construed to read as **"**Syama Prasad Mookerjee Port, Kolkata and SMP, Kolkata" respectively. Also the web site www.smportkolkata.shipping.gov.in appearing anywhere in the tender document, shall be construed to read as "www.smp.smportkolkata.in".

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अनुलग्नक - II बी

एसएमपी, कोलकाता के एस्टेट टेंडर में भाग लेने वाले बोलीदाताओं के लिए क्या करें और क्या न करें

बोलीदाताओं को क्या करना चाहिए?:

एस्टेट डिवीजन, एसएमपी, कोलकाता की निविदा प्रक्रिया में भाग लेने के लिए एमएसटीसी वेबसाइट https://www.mstcecommerce.com/auctionhome/kopt/index.jsp पर अपना पंजीकरण कराएं।
सुनिश्चित करें कि आप निविदा अवसर पर प्रतिक्रिया देने के लिए खुद को पर्याप्त समय दें: सफल बोली लगाने के लिए सक्रिय योजना बनाना महत्वपूर्ण है।

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता द्वारा उपलब्ध कराए गए बोली दस्तावेजों को पढ़ें और उनसे परिचित हों। यह महत्वपूर्ण है कि आप आवश्यकताओं और बोली मानदंडों को पूरी तरह से समझें ताकि आप पूर्ण अनुपालित वाली बोली प्रस्तुत कर सकें।.
श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता बोली-पूर्व प्रतिक्रियाओं पर जोर देता है और बोली-पूर्व बैठकें और प्रस्तुतियाँ या ब्रीफिंग कार्यक्रम हो सकते हैं। आपसे ऐसी बैठकों में भाग लेने की अपेक्षा की जाती है.

अपनी पूरी बोली पहले ही जमा कर दें। बोली की समय-सीमा के करीब कई दस्तावेज़ अपलोड करने की कोशिश करते समय सिस्टम धीमा हो सकता है और क्रैश हो सकता है।

बोली दस्तावेज में उल्लिखित सभी शर्तों और आवश्यकताओं का पालन करें: बोली प्रस्तुत करने से पहले अनुपालन के लिए अनिवार्य आवश्यकताओं (दस्तावेज, सूचना और प्रतिक्रिया) को ध्यान से पढा जाना चाहिए।

निविदा दस्तावेज (नोटिस/परिशिष्ट/शुद्धिपत्र/स्पष्टीकरण) के लिए नियमित रूप से www.smp.smportkolkata.in, **https://eprocure.gov.in/epublish/app, https://www.mstcecommerce. com/auctionhome/kopt/index.jsp** वेबसाइट देखें।

बोली प्रस्तुत करने के लिए आपको एमएसटीसी की वेबसाइट www.mstcecommerce.com पर जाना होगा।.

 # निविदा से संबंधित जानकारी/अद्यतन देखने के लिए, आपको एसएमपी, कोलकाता की वेबसाइट अर्थात www.smp.smportkolkata.inपर जाना होगा।

आपको अपना प्रस्ताव केवल इलेक्ट्रॉनिक रूप में प्रस्तुत करना है। एसएमपी**,** कोलकाता कार्यालय द्वारा कोई भी निविदा हार्ड कॉपी में स्वीकार नहीं की जाएगी।**.**

सुनिश्चित करें कि आप विशेष निविदा(ओं) के संबंध में महत्वपूर्ण तिथियों को नोट कर लें। वे इस प्रकार हैं:

* बोलीदाताओं के लिए **NIT** की तिथि उपलब्ध है।
* **बोली-पूर्व बैठक की तिथि**
* एचडीएफसी पेमेंट गेटवे के माध्यम से ई-भुगतान मोड द्वारा निविदा शुल्क और ईएमडी (बयाना राशि जमा) के प्रेषण की अंतिम तिथि और समय। एमएसएमई के मामले में ईएमडी और निविदा शुल्क के भुगतान पर कोई छूट लागू नहीं है।
* ऑनलाइन टेक्नो-कमर्शियल और मूल्य बोली जमा करने की अंतिम तिथि और समय

https://www.mstcecommerce.com/auctionhome/kopt/index.jsp

बोली लगाने से पहले प्लॉट/संरचना का निरीक्षण अवश्य करें।

कृपया ध्यान दें कि प्लॉट/संरचना का निरीक्षण करना इच्छुक बोलीदाता की जिम्मेदारी है। एसएमपी, कोलकाता प्लॉट के निरीक्षण के दौरान सहायता प्रदान करने का प्रयास करेगा।

कृपया निविदा दस्तावेज़ में एसएमपी, कोलकाता द्वारा प्रदान की गई सूची से "भूमि / संरचना / संपत्ति के उपयोग का उद्देश्य" डालें।

<u>बोलीदाताओं को क्या नहीं करना चाहिए</u>

 # श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता द्वारा आयोजित प्री-बिड मीटिंग्स को न चूकें।

 # बोली दस्तावेज़ को खोलने या पढ़ने में देरी न करें।

 # अवैध दस्तावेज/प्रमाणपत्र जमा न करें।

नेटवर्थ के बारे में विशेष रूप से गलत डेटा/जाली दस्तावेज दर्ज न करें या अनुमत उद्देश्यों की सूची से परे भूमि/संरचना/संपत्ति के लिए किसी भी उद्देश्य का संकेत न दें। ऐसा करने पर ईएमडी/सिक्योरिटी डिपॉजिट जब्त हो सकता है।

अपनी पूरी बोली जमा करने का काम अंतिम क्षण तक न छोड़ें।

एसएमपी, कोलकाता द्वारा उपलब्ध कराए गए ई-टेंडर दस्तावेज फॉर्म के साथ छेड़छाड़ न करें। उदाहरण के लिए, छेड़छाड़ किए गए नेटवर्थ दस्तावेज के कारण ईएमडी जब्त हो जाएगी।

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ANNEXURE - II B

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

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

WHAT BIDDERS SHOULD DO:

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

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

Read and become familiar with the bid documents provided by Syama Prasad Mookerjee Port, Kolkata. It is crucial that you **fully understand the requirements and bidding** criteria so that you can submit a fully compliant bid.
Syama Prasad Mookerjee Port, Kolkata insists on pre-bid responses and there may be **pre-bid meetings** and presentations or briefing events. You are expected to participate in such meetings.

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

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

Check websites of www.smp.smportkolkata.in , https://eprocure.gov.in/epublish/app , https**://www.mstcecommerce.com/auctionhome/kopt/index.jsp** regularly for Tender document (Notice/addendum/corrigendum/clarification)

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

 # For viewing of Tender related information/ updation, you have to visit SMP, Kolkata website i.e. www.smp.smportkolkata.in

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

 # Ensure that you note the crucial Dates in connection with the particular Tender(s). They are as follows:

***Date of NIT available to bidders to view**
***Date of Pre-Bid Meeting**
***Last Date and Time of remittance of Tender Fee& EMD (Earnest Money Deposit) by e-payment mode through HDFC Payment Gateway. No relaxation on payment of EMD & Tender Fee is applicable in case of MSME**

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

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

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

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

WHAT BIDDERS SHOULD NOT DO

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

Don't **Delay** opening or reading the bid **document.**

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

Don't **Enter false or ambiguous data/statement/forged documents which** may lead to forfeiture of EMD/Security Deposit at any stage, whenever detected.

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

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

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अनुलग्नक - - III

निविदा शुल्क और ईएमडी के पंजीकरण और प्रेषण के लिए दिशानिर्देश

अंतर्वस्तु:

A. एमएसटीसी अग्र-बिडिंग के साथ पूर्व पंजीकरण:

B. "Qfix" पेज के माध्यम से भुगतान

C. **ईएमडी की वापसी**:

A. ई-बोली के लिए एमएसटीसी के साथ पूर्व पंजीकरण:

1. ई-भुगतान और बोली प्रस्तुत करने से पहले, बोलीदाता को इस निविदा दस्तावेज में निर्धारित प्रक्रिया के अनुसार एमएसटीसी के साथ पंजीकृत होना होगा, यदि वह पहले से पंजीकृत नहीं है।

2. एमएसटीसी के साथ पंजीकरण के दौरान, बोलीदाता को संबंधित क्षेत्रों में निम्नलिखित अनिवार्य जानकारी प्रस्तुत करनी होगी।

a) बोलीदाता का नाम

b) बोलीदाता का पैन और टैन, यदि लागू हो (ii) बोलीदाता का जीएसटी नंबर, यदि लागू हो

c) बोलीदाता का पता

d) बोलीदाता की ई-मेल आईडी

e) बोलीदाता का मोबाइल नं.

f) बोलीदाता की स्थिति (व्यक्ति, स्वामी, साझेदारी फर्म, कंपनी, एलएलपी/एचयूएफ/सोसायटी/अन्य (यदि अन्य हैं तो निर्दिष्ट करें)।

g) बोलीदाता के अधिकृत प्रतिनिधि का नाम और संपर्क विवरण (मोबाइल नंबर / लैंडलाइन नंबर / फैक्स नंबर / ई-मेल आईडी) जैसा लागू हो। अन्यथा (लागू नहीं) उल्लेख करें।

h) बैंक विवरण: पंजीकरण के दौरान भरे जाने वाले प्रारूप के अनुसार।

3. बोलीदाता द्वारा ऐसे पंजीकरण के लिए औपचारिकताएं पूरी करने पर, एमएसटीसी की प्रणाली बोलीदाता को एक विशेष पंजीकरण संख्या प्रदान करेगी। इसे डिफ़ॉल्ट रूप से बोलीदाता/अधिकृत प्रतिनिधि के उपरोक्त ई-मेल पर प्रेषित किया जाएगा।

4. अब एमएसटीसी द्वारा प्रदान की गई विशेष अद्वितीय पंजीकरण संख्या और हस्ताक्षर करने के लिए डिजिटल हस्ताक्षर रखने वाले बोलीदाता, निविदा शुल्क और ईएमडी के लिए आवश्यक भुगतान केवल ऑनलाइन मोड द्वारा करने के लिए पात्र हैं, जैसा कि नीचे अलग से विस्तृत है। बोलीदाताओं को प्रत्येक

बोलीदाता द्वारा जमा की गई संबंधित राशि की आसान पहचान के लिए निविदा शुल्क और ईएमडी को अलग से जमा करना आवश्यक है।

* जिनके पास अभी तक डिजिटल हस्ताक्षर नहीं हैं, उन्हें इस निविदा में भाग लेने के लिए स्वयं डिजिटल हस्ताक्षर प्राप्त करना आवश्यक है।

B.भुगतान

1. भुगतान गेटवे :

बोलीदाता को पोर्ट लीज प्रॉपर्टी केओपीटी की साइट तक पहुंचने के लिए एमएसटीसी पोर्टल पर लॉग इन करना होगा। बदले में, एक ई-भुगतान लिंक बोलीदाता को निविदा में भागीदारी के लिए पोर्टल तक पहुंचने के दौरान किसी विशेष निविदा के लिए ईएमडी और निविदा शुल्क जमा करने में सक्षम करेगा। तदनुसार, बोलीदाता एचडीएफसी बैंक भुगतान माइक्रो साइट (Qfix) का उपयोग करेगा। एचडीएफसी की उक्त माइक्रोसाइट के लिए लिंक एमएससीटीसी पोर्टल में उपलब्ध है।

2. "Qfix" पेज के माध्यम से भुगतान :

बोलीदाता को "Qfix" में निम्नलिखित विवरण भरना होगा

a) बोलीदाता का नाम;

b) विशिष्ट बोलीदाता आईडी (बोलीदाता द्वारा पंजीकरण के समय एमएसटीसी द्वारा प्रदान की गई);

c) निविदा के उस विशेष भूखंड के लिए अद्वितीय ई-निविदा संख्या जिसमें बोलीदाता भाग लेना चाहता है।

3. ड्रॉप-डाउन मेनू से चयन

a) बोलीदाता को ड्रॉप-डाउन मेनू के माध्यम से निम्नलिखित विकल्पों को एक-एक करके, किसी भी क्रम में चुनना होगा:-

i) निविदा शुल्क;

ii) ईएमडी.

[नोट: बोलीदाता को भुगतान पूरा करने के लिए निविदा शुल्क और ईएमडी दोनों को अलग-अलग, एक-एक करके जमा करना होगा।]

b) यदि बोलीदाता निविदा शुल्क का चयन करता है, तो राशि फ़ील्ड स्वचालित रूप से 18% जीएसटी सहित 590 रुपये के रूप में भर जाएगी।

c) यदि बोलीदाता ईएमडी का चयन करता है, तो राशि फ़ील्ड स्वचालित रूप से निविदाकर्ता द्वारा प्रस्तुत अद्वितीय ई-

निविदा संख्या के अनुरूप संबंधित ईएमडी राशि से भर जाएगी।

B. किसी भी मामले में (चाहे टेंडर फीस या ईएमडी जमा करने के लिए), बोलीदाता को 'NEXT' बटन पर क्लिक करना होगा। फिर एक पॉप-अप सत्यापन पृष्ठ आएगा, जो बोलीदाता से बी (2) के तहत 2(ए), 2(बी) और 2(सी) में पहले से दर्ज किए गए विवरणों की सत्यता की पुष्टि करने के लिए कहेगा। यदि बोलीदाता को कोई त्रुटि मिलती है, तो उसे आवश्यक सुधार करने के लिए पिछले पृष्ठ पर वापस जाने के लिए 'बैक' बटन का विकल्प चुनना होगा। यदि बोलीदाता को विवरण सही लगता है, तो वह 'I CONFIRM' बटन पर क्लिक करेगा। फिर बोलीदाता को अगले पृष्ठ पर निर्देशित किया जाएगा।

4. <u>भुगतान का तरीका</u>

बोलीदाता के पास भुगतान करने के लिए निम्नलिखित विकल्प होंगे। वह एचडीएफसी बैंक "Qfix" पेज विकल्पों से संबंधित विकल्प का चयन करेगा।

a) मल्टी-बैंक नेट-बैंकिंग;
b) डेबिट कार्ड/क्रेडिट कार्ड;
c) एनईएफटी/आरटीजीएस

5. <u>विभिन्न भुगतान विकल्पों का विवरण</u>

(I) <u>यदि ग्राहक मल्टी बैंक नेट बैंकिंग विकल्प का चयन करता है</u>

यदि यह विकल्प चुना जाता है, तो स्क्रीन पर बैंकों की सूची प्रदर्शित होगी। नेट-बैंकिंग गेटवे बोलीदाता को बोलीदाता द्वारा चुने गए बैंक में पुनः निर्देशित करेगा। इस मोड के माध्यम से भुगतान किए जाने के बाद, बैंक एक संदेश के माध्यम से सफल भुगतान की पुष्टि करेगा जो एचडीएफसी बैंक "Qfix" पृष्ठ पर प्रदर्शित होगा। अन्यथा, विफलता के मामले में, एचडीएफसी बैंक "Qfix" पृष्ठ बोलीदाता को एक और भुगतान प्रयास करने की अनुमति देगा।

(II) <u>यदि ग्राहक डेबिट कार्ड/क्रेडिट कार्ड विकल्प का चयन करता है</u>

यदि यह विकल्प चुना जाता है और इस माध्यम से भुगतान किया जाता है, तो बैंक एक संदेश के माध्यम से सफल भुगतान की पुष्टि करेगा, जो एचडीएफसी बैंक "Qfix" पेज पर प्रदर्शित होगा।

अन्यथा, विफलता की स्थिति में, एचडीएफसी बैंक "Qfix" पेज बोलीदाता को एक और भुगतान प्रयास करने की अनुमति देगा।

(III) <u>यदि ग्राहक NEFT/RTGS विकल्प चुनता है</u>

बोलीदाता द्वारा "भुगतान करें" पर क्लिक करने के बाद, एचडीएफसी बैंक "Qfix" पृष्ठ एक पूर्व-भरा हुआ चालान तैयार करेगा जिसमें बोलीदाता, संबंधित भूखंड और निविदा शुल्क / ईएमडी से संबंधित सभी आवश्यक विवरण होंगे, जैसे,

(i) लाभार्थी का नाम, अर्थात एसएमपी, कोलकाता

(ii) लाभार्थी का खाता संख्या;

(iii) लाभार्थी का बैंक और शाखा;

(iv) लाभार्थी के बैंक की शाखा का IFSC कोड;

(v) राशि;

(a) बोलीदाता को इस निविदा दस्तावेज में उल्लिखित निर्धारित तिथि और समय के भीतर अपने संबंधित बैंक में आरटीजीएस/एनईएफटी द्वारा अपेक्षित राशि भेजनी होगी। बोलीदाता अपने बैंक को इस चालान का प्रिंटआउट लेगा, अपने बैंक के एनईएफटी/आरटीजीएस अनुरोध फॉर्म को भरकर उपर्युक्त विवरण [बिंदु (i)-(v)] भरेगा और अपने बैंक से भुगतान शुरू करेगा। इस निविदा दस्तावेज में उल्लिखित निर्धारित तिथि और समय के बाद निविदा शुल्क या ईएमडी या दोनों का भुगतान करने पर प्रस्ताव को पूरी तरह से अस्वीकार कर दिया जाएगा। इस संबंध में केओपीटी द्वारा कोई भी संचार स्वीकार नहीं किया जाएगा।

(b) इस तरीके से भुगतान करने के बाद, बोलीदाता एमएसटीसी के ई-टेंडरिंग पोर्टल पर लॉग इन करेगा और भुगतान विवरण सहित आवश्यक जानकारी दर्ज करके बोली ऑनलाइन प्रस्तुत करेगा। साथ ही, बोलीदाता को ऑनलाइन बोली फॉर्म के निर्दिष्ट क्षेत्र में भुगतान के प्रेषण और उसके तरीके से संबंधित प्रासंगिक विवरण सही ढंग से इंगित करना होगा।

C. <u>ईएमडी की वापसी:</u>

(i) असफल बोलीदाता को ईएमडी की वापसी निविदा के अंतिम रूप देने के बाद की जाएगी, जो कि अनुलग्नक-V में "बयाना राशि की जब्ती" खंड के तहत उल्लिखित बयाना राशि (ईएमडी) की जब्ती की शर्तों के अधीन होगी।

(ii) सफल बोलीदाता ईएमडी को एसडी में परिवर्तित कर सकता है और शेष एसडी का भुगतान कर सकता है। अग्रिम भुगतान के मामले में, अग्रिम भुगतान की देय राशि सहित एसडी की राशि एसएमपी, कोलकाता द्वारा प्राप्त होने के तुरंत बाद ईएमडी वापस कर दी जाएगी, जिसमें ईएमडी से एसडी की आवश्यक राशि का समायोजन/बिना समायोजन किया जा सकता है, जैसा कि तय किया जा सकता है।

(iii) किसी भी प्लॉट के लिए किसी भी बोलीदाता को ईएमडी की वापसी केवल एनईएफटी/आरटीजीएस द्वारा उनके संबंधित खातों में की जाएगी, जैसा कि एमएसटीसी के साथ पंजीकरण के दौरान उनके द्वारा पहले ही प्रस्तुत किया गया विवरण है।

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ANNEXURE – III

Guidelines for registration & remittance of Tender Fee and EMD

Contents:

D. **Prior Registration with MSTC for e-bidding:**

E. **Payment through The** "**Qfix**" Page

F. **Refund of EMD:**

B. PRIOR REGISTRATION WITH MSTC FOR E-BIDDING:

1. Before e-payment and bid submission, the bidder shall have to get registered with MSTC **as per procedure as laid down in this tender document**, if not already registered.

2. During registration with MSTC, the following MANDATORY information shall have to be furnished by the bidder in the respective fields.
   i) Name of the bidder
   j) (i) PAN & TAN ,if applicable of the bidder (ii) GST No., if applicable of the bidder
   k) Address of the bidder
   l) e-mail id of the bidder
   m) Mobile No. of the bidder
   n) Status of the bidder (either of individual, proprietor, partnership firm, company, LLP/ HUF/ Society/ Others (to specify if others).
   o) Name & Contact details (Mobile No. /Landline No. /Fax No. /e-mail id) of the authorised representative of the bidder as applicable. Else to mention NA (Not Applicable).
   p) Bank Details: As per format to be filled in during registration.

3. On completion of formalities for such registration by the bidder, the system of MSTC shall assign a unique registration number to the bidder. The same shall by default be transmitted to the aforesaid e-mail of the bidder/authorized representative.

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

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

C. PAYMENT

1. Payment Gateway:

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

2. Payment through the "Qfix" page:

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

d) Bidder's Name;

e) Unique Bidder ID (provided by MSTC at the time of registration by the bidder);

f) Unique e-tender number for the particular plot of the tender in which the bidder intends to participate.

3. Selection from Drop-Down Menu

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

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

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

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

B. In either case (whether for remitting tender Fee or EMD), the bidder shall click on 'NEXT' button. Then a pop-up verification page will come up, which will ask for confirmation from the bidder on the correctness of the details already entered by him in the above 2(a), 2(b) and2(c) under B (2).If the bidder finds an error, he/she shall opt for 'BACK' button to get back to the previous page for making necessary corrections. If the bidder finds the details to be correct, he /she will click on 'I CONFIRM' button. The bidder will then be directed to the next page.

4. Mode of Payment

The bidder will have the following options for making payment. He / She will select the relevant option from HDFC Bank "Qfix" page Options.

c) Multi-banknet-banking;

d) Debit card/ CreditCard;

e) NEFT/ RTGS

5. Details of various payment options

(I) If the client selects Multibank Net Banking option

If this option is selected, the screen would display the list of Banks. The Net-banking gateway would re-direct the Bidder to the bank selected by the bidder. After payment is made through this mode, the Bank would confirm successful payment via a message which will be displayed on HDFC Bank "Qfix" page.
Otherwise, in case of failure, HDFC Bank "Qfix" page would allow the Bidder to process another payment attempt.

(II) If the client selects Debit card/ Credit card option

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

Otherwise, in case of failure, HDFC Bank "Qfix" page would allow the Bidder to process another payment attempt.

(III) If the client selects NEFT/ RTGS option

Once "**MAKE PAYMENT"** is clicked by the bidder, the HDFC Bank "Qfix" page shall generate a **pre-filled** challan having all the details required corresponding to the bidder, the plot concerned and Tender fee / EMD namely,

(i) Name of the Beneficiary, i.e. SMP, Kolkata
(ii) Account No. of the Beneficiary**;**
(iii) Bank and Branch of Beneficiary;
(iv) IFSC Code of Branch of Beneficiary's bank;
(v) Amount;

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

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

C. Refund of EMD:

(i) The refund of EMD shall be made to the techno-commercially qualified but unsuccessful bidder(s) after discovery of the highest bidder upon conclusion of the e-auction by the SMPK committee assigned to evaluate the bids, and to the techno-commercially disqualified bidder(s) after the price bid opening, subject to the conditions of forfeiture of Earnest Money (EMD) as mentioned under the clause of "Forfeiture of Earnest Money" in Annexure-V.

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

(iii) Refund of EMD to any bidder for any plot shall be made only by NEFT/ RTGS to their respective accounts as per Bank details furnished through cancelled cheque as attached during submission of online bid by them

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ANNEXURE - IV

Part – I: Techno-Commercial Bid

GENERAL INSTRUCTIONS TO THE BIDDERS

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

Sl. No.	Compliance in respect of
(i)	Remittance of Earnest Money Deposit (EMD) as indicated in this tender
(ii)	Remittance of Tender Fee as indicated in this tender
	On-line submission of the following
(iii)	Scanned copy of duly filled in APPENDIX - II (Estate Port Dues as on the date of this N.I.T.) is to be uploaded. SMP, Kolkata's decision as per SMP, Kolkata's record will, however, prevail so far as an outstanding due of any bidder is concerned.
(iv)	Scanned copy of "Net worth" as per Format APPENDIX - III, certified by Chartered Accountant being statutory auditor / auditor of the bidder has to be uploaded. The aforesaid Chartered Accountant has to clearly mention his/her name with signature, stamp and Unique Document Identification Number (UDIN). The "Net-worth" of the bidder has to be based on Audited Annual Accounts for the financial year 2024-25 and shall also be duly signed by the bidder.
(v)	Scanned copy of PAN Card and TAN if applicable.
(vi)	Scanned copy of IT return of the Financial year 2024-25 along with ITR acknowledgement.
(vii)	Scanned copy of Cancelled cheque.
(viii)	Scanned copy of Appendix-I duly signed on both the pages.
(ix)	Scanned copy of EMD & Tender Fee transaction receipt.
(x)	Scanned copy of BG OR Demand Draft for **EMD for structures, if any, as mentioned in Annexure-I under Column-IX (ii) as per format given under Appendix-V**
(xi)	Scanned copy of Joint Bidding Agreement (JBA) for Bidders forming JV or Consortium for the Project as per format at Appendix-VI
(xii)	Power of attorney (regarding authorisation of lead member) as per Appendix-VII in case of consortium/joint venture
(xiii)	Power of Attorney as per Appendix-VIII authorizing the signatory of the tenderer if any .
(xiv)	Board Resolution for authorized signatory in favour of the person to sign the tender document **on behalf of the company** as per Clause No.9(viii)(b)(ix)&(x) of Annexure-V of tender document.
Offline Submission into the specified box kept at the Jetty office of Estate Division, Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata) at 6 Fairlie Place, Kolkata 700001	
(xiv)	Self-certified copy of partnership deed(for Partnership firm/ LLP) or Memorandum of Association &Article of Association(for Company) or HUF deed (for HUF) and/ or any other document relevant as applicable, for the bidder concerned **either in soft copy during online submission of bid or in hard copy** into the specified box kept at the office of Estate Division.
(xv)	Original BG **in the format given under Appendix-V/** Demand Draft for **EMD for structure, if any, as either mentioned in Annexure-I under Column-IX (ii) or in Pre-bid clarification/Addendum/Notices . Non-submission will lead to disqualification.**
	Submission of bid
	Clicking on "**I Agree**" button to confirm having read and understood and agreed to all terms and conditions of the tender document, addendum, corrigendum, extension notice or any other communication including the sketch. In effect, Clicking on "I Agree" button will ipso-facto render any attempted alteration to the formats as decided by SMP, Kolkata authorities in the Tender Document as null and void.

NOTE:

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

ANNEXURE-V

Part-I:Techno-Commercial Bid

GENERAL INFORMATION TO THE BIDDERS

1. Plot details:-

As per Annexure –I of this tender document. The relevant sketch is attached at the end of this tender document.

2. Allotment:-

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

3. Warehousing:-

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

4. When Rail Served:-

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

5. Belting and abutting more than one Road

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

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

6. Valuation fee:-

Fees paid by SMP, Kolkata to the valuers for the valuation of structure within the land to be leased, if any, shall also have to be paid by the successful bidder within 30 days from the date of the communication in this regard, through A/c Payee Cheque/Pay Order to "Kolkata Port Trust". The exact amount shall be intimated to the successful bidder. However, the same is guided by the following slab plus other associated charges, if any:-

Slabs	**Percent on part of full amount of valuation of structure as falling within respective slabs**
(a) On the first Rs. 5 lakhs of the asset as valued	0.11201%
(b) On the next Rs. 10 lakhs of the asset as valued	0.04483%
(c) On the next Rs. 40 lakhs of the asset as valued	0.02241%
(d) On the balance amount of the asset as valued	0.01117%

Note: (i) The minimum amount of fee payable to the valuer is Rs.2,000/- for valuation of each structure.

(ii) The above shall prevail, unless there is any revision in the fees payable to the empanelled valuers for valuation of structures.

7. Proposed purpose of lease -

The successful bidder shall have to utilize the property (land and/or structure) for any or any

combination of purposes conforming to the list of permissible purposes mentioned in the table under Annexure – I. Submission of offer itself shall ipso facto make the bidder eligible to all the purposes mentioned in the tender and accordingly the bidder is not required to mention anything separately. However, for any deviation from the list, specific remarks should be mentioned by the bidder in the space provided [**in the "Tech Spec: COMMON TERMS under Sl.No.16 (b) of Commercial Terms" during online bid submission through MSTC Portal]** for this purpose. Guidelines in this respect are provided below:-

(a) If any bidder proposes additional purpose beyond the allowed purpose category provided in the tender, their offer will be considered as a valid offer subject to the followings-

(i) If quoted purposes are non-commercial and allowed purpose category is Commercial, then a declaration shall have to be given by the prospective bidders that if successful, no request for downward revision of rate to non-commercial rate shall be entertained (i.e. for waiving off 35% component). The said declaration shall have to be submitted before auction after obtaining communication from SMP, Kolkata

(ii) If quoted purposes are commercial and allowed purpose category is non-commercial, then a declaration shall have to be given by the prospective bidders before e-auction to make payment with the accepted highest amount plus 35% extra, if successful, after obtaining communication from SMP, Kolkata; otherwise the additional quoted purposes will not be considered and the tender shall be processed considering only the allowed purpose category.

(b) In case of **exclusively special purpose plots** (as will be mentioned in Annexure I of the tender document), no additional purpose shall be allowed.

8. Definitions of different purposes:-

8.1 **"Institutional building":** That is to say any building or part thereof ordinarily providing sleeping accommodation for occupants and used principally for the purposes of medical or other treatment or care of persons suffering from physical or mental illness, disease or infirmity, care of infants, convalescents or aged persons and for penal or correctional detention in which the liberty of the inmates is restricted, such building shall include hospitals, clinics, dispensaries, sanatoria, custodial institutions and penal institutions like jails, prisons, mental hospitals and reformatories.

8.2 **"Assembly building":** That is to say any building or part thereof where groups of people congregate or gather for amusement or recreation or for social, patriotic, civil, travel, sports and similar other purposes as the principal use excluding and except club, religious and political purpose. Such building shall include theatres, motion picture houses, drive- in-theatres, city halls, town halls, auditoria, exhibition halls, museums, skating rinks, gymnasiums, restaurants, eating houses, bars, hotels, boarding houses, dance halls, gymkhanas, passenger station and terminals of air, surface and other public transportation services, recreation piers and stadiums.

8.3 "Business building": That is to say any building or part thereof used principally for transaction of business for keeping of accounts and records or for similar purposes. Such building shall include offices, banks, professional establishments, court houses if the principal function of such offices, banks, professional establishments or court houses is transaction of public business or keeping of books and records. Such building shall also include buildings or premises solely or principally used as an office or for office purpose.

8.4 "Mercantile building (retail)": That is to say any building or part thereof used principally as shops, stores or markets for display or retail sale of merchandise or for office and storage of service

facilities incidental hereto;

8.5 "Mercantile building (wholesale)": That is to say any building or part thereof used principally as shops, stores or markets for display or sale of merchandise on wholesale basis, or for office and storage of service facilities incidental thereto, and shall include establishments, wholly or partly engaged in wholesale trade, manufacturer's wholesale outlets including related storage facilities, warehouses and establishments engaged in truck transport (including truck transport booking agencies).

8.6 "Educational Building": Educational building" means any building used for school, college, library or day-care purposes as principal use involving assembly for instruction, education or recreation incidental to education.

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

8.8 "Parking" includes self-use and also for use by any third party without any right of possession.

8.9 "Riverfront Plots": Wherever any plot falls by the riverfront, the procedure in vogue for grant of permission for construction under Section 46 of Major Port Trusts Act 1963 and Section 26 of Major Port Authorities Act, 2021 also would be applicable. The salient points of the said Section inter alia include the following:-

(i) No changing of bank line would be allowed and no encroachment into the river will be allowed in the name of bank protection work.

(ii) For conservancy purposes, a paved clear corridor fit for vehicular movement of 11 mtrs. (3 lane width) from high water mark at Spring Tide should be maintained by the lessee for the sake of inspection whenever required

8.10 "Mall/FoodPark/Plaza":

(a) Mall/Food Park/Plaza may be allowed where the listed purposes in the tender include both Assembly and Mercantile Buildings.

(b) For the purpose of Mall/Food Park/Plaza, the successful bidder shall be required to pay the rent by **one time upfront** before handover of the plot as per formula defined in the tender document.

(c) The lessee shall be solely responsible for obtaining permission/ sanction of all concerned as required for setting up of a Mall/Food Park/Plaza and running the same for the entire lease period. In the event of failure of the lessee in obtaining necessary approval of any authority concerned, and surrender of the plot, refund of all payments deposited by the bidder to SMP, Kolkata will be guided as per Tender Conditions.

(d) SMP, Kolkata will have exclusive relation with the successful bidder to be allotted any plot for Mall/Food Park/Plaza and no entity enjoying the sublet part of the property by the lessee shall be entertained by SMP, Kolkata on any dispute whatsoever. In other words, the lessee shall be allowed to sublet exclusively for the sake of **Mall/ Food park/Plaza/Multimodal Logistic Park etc** without parting with the right of possession and at the risk and responsibility of the lessee who will have overall control over the premises. As such, only the lessee may have the FRR right depending on terms and conditions after expiry / termination of lease and no party who would be enjoying a sublet portion of the Mall shall have such right at all. In such cases no subletting fee shall be levied.

(e) After expiry of lease of 30 years, fresh lease or otherwise shall be determined by the relevant

guidelines and law of the land as shall be in vogue at the material time.

8.11 "Setting up of a Commercial Office Complex":

Setting up of a commercial office complex in a particular plot may be allowed where the listed purposes in the tender include Assembly, Business and Mercantile Buildings and the said land shall be used by the original lessee for own Corporate use and excess vacant space of the said office complex to be let out on lease to other corporate entities who will use the complex for setting up of Business Centre, Business Chambers, Conference Rooms, Office Infrastructure, Cafeteria, Restaurant, Gymnasium, Guest House, hotel accommodation, recreation facilities, pharmacies, diagnostic clinics, retail outlets etc. In other words, the original lessee will be a business integrator where various other stake holders/investors/retailers/service providers will operate under the business integrator (original lessee) as sub-lessees However, following conditions shall have to be maintained in respect of setting up of a Commercial office complex -

(i) For the purpose of setting up of a Commercial Office complex , the successful bidder shall be required to pay the rent by **one time upfront** before handover of the plot

(ii) The lessee shall be solely responsible for obtaining permission/ sanction of all concerned as required for setting up of a Commercial Office complex and running the same for the entire lease period. In the event of failure of the lessee in obtaining necessary approval of any authority concerned, and surrender of the plot, refund of all payments deposited by the bidder to SMP, Kolkata will be guided as per Tender Conditions.

(iii) SMP, Kolkata will have exclusive relation with the successful bidder to be allotted any plot for setting up of a Commercial Office complex and no entity enjoying the sublet part of the property by the lessee shall be entertained by SMP, Kolkata on any dispute whatsoever. In other words, the lessee shall be allowed to sublet exclusively for the sake of setting up of a Commercial Office complex without parting with the right of possession and at the risk and responsibility of the lessee who will have overall control over the premises. As such, only the lessee may have the FRR right depending on terms and conditions after expiry / termination of lease and no party who would be enjoying a sublet portion of the Commercial Office complex shall have such right at all. In such cases no subletting fee shall be levied.

(iv) After expiry of lease of 30 years, fresh lease or otherwise shall be determined by the relevant guidelines and law of the land as shall be in vogue at the material time.

(v) FRR will be extended to the party as per prevailing land policy on expiry of the lease.

8.12 Specific Exclusion:

(a) Residential Building:

(b) Religious establishment

(c) Political establishment

8.12 Applicability of 35% extra for Non- Industrial Uses, if any-

35% extra will be charged on base rate on the updated SoR/ARR for lease/ license for the following all general non-industrial uses –

(a) Retail Business, Mercantile
(b) Commercial Centers
(c) Banks, Financial services and Stock exchanges
(d) Business and Professional Offices
(e) Private institutional offices, semi-government offices

(f) Shops, Showroom, Community Centre and Shopping Malls
(g) Hotels, Resort, Motel
(h) Restaurant, Pub
(i) Hostels, Boarding Houses, Guest Houses
(j) Cinema Halls, Theaters, Banquet Halls, Auditoriums
(k) Marriage Halls, Community Halls
(l) Petrol Pump, Service Station, Repairing Centre
(m) Private Hospital& Clinic, Nursing Home, Diagnostic Center
(n) Sport Complex, Swimming Pool
(o) Conventional Centre
(p) Libraries, Gymnasium, Yoga Centre
(q) Weigh Bridges for commercial use
(r) Museums
(s) Entertainment, Recreational uses
(t) Commercial Parking (parking required for warehousing activity not attract 35%)
(u) Commercial warehouses other than area in and around Docks.
(v) Educational building

9. Eligibility Criteria of the Bidder:-

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

(ii) All other tender conditions are to be fulfilled.

(iii) Net worth of the bidder should be **more** than **Annual Reserve Rent** (excluding taxes).

(iv) Non-pendency of mutually admitted Port Estate dues (for all plates of the prospective bidder in KDS) on the date the NIT (applicable for existing lessee/ licensee of other plot and/ or for renewal of lease of the tendered plot). In other words, if any dues claimed by SMP, Kolkata are stayed by Higher Courts/ Cabinet Secretariat prior to publication of NIT in the newspaper, such dues need not be paid to become eligible to participate in tender- cum–e-auction.

(v) In case there are any unpaid mutually admitted dues by the aforesaid definition, the prospective tenderer may be allowed to participate in the tender, only on the condition to pay rent for the entire lease period before allotment of the plot on upfront basis on becoming successful bidder.

(vi) **SPECIAL NOTE**:

If Net worth is equal to or lesser than Annual Reserve Rent (excluding taxes) or zero for the new bidder, the bidder will have to furnish a BG equivalent to that 5 years' annual lease rent (excluding taxes) with a validity of 5 years only. The bidder shall have to confirm to this effect, before holding of e-auction; otherwise the bidder shall be techno-commercially disqualified for the said offer without forfeiture of EMD. Non-compliance of the said confirmation in the event of receipt of allotment letter shall render the said allotment liable for cancellation with forfeiture of EMD.
However, BG should not be required for FRR bidders / existing tenants having clean payment history in their past, who has Net worth equal to or lesser than one year's annual reserve rent(excluding taxes).

(vii) The formula for calculation of Net Worth -
[{proprietor's capital (for proprietorship firms)/ partners' capital (for partnership firms)/paid up capital (for companies) + free reserve} –intangible assets]

In case of Consortium, the net worth would be taken as arithmetic sum of the respective Net worth

of individual members. The certificate of Net Worth should be issued by the Statutory Auditor of the consortium members only. And the SPV formed should be under Companies Act, 2013 and not in any form.

(viii) **Documents to be submitted:**

(a) List of qualifying Documents

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

(ii) BG **in the format given under Appendix-V OR** Demand Draft for **EMD for structure as mentioned in Annexure-I under Column-IX (ii)**

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

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

(b) List of supporting documents

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

(i) Copy of original TAN allotment letter, if applicable. In case the same is misplaced or lost, the bidder shall have to submit a declaration during submission of online Technical bid as regards submission of the same before allotment, if successful.
(ii) Copy of PAN Card
(iii) Copy of Income Tax Return (ITR) acknowledgement for the recent financial year
(iv) Self-certified Statement of Estate Dues position as per format Appendix-II as attached
(v) Copy of Cancelled Cheque
(vi) Scan copy of Appendix-I
(vii) Self-certified copy of partnership deed(for Partnership firm/ LLP) or Memorandum of Association &Article of Association(for Company) or HUF deed (for HUF) and/ or any other document relevant as applicable, for the bidder concerned

(viii) JBA Agreement, in case of bid submitted by Consortium as per format given in Appendix-VI, and Power of attorney (regarding authorization of lead member & authorizing the signatory of the tenderer) as per Appendix-VII & VIII

(ix) In case of Company, Board Resolution for authorized signatory in favour of the person to sign the tender documents **on behalf of the company** shall be submitted as detailed below-
  (a) In case the paid-up capital of the company participating in the tender is up to Rs.10 Cr, the Board Resolution should be certified by the Director(s) for the purpose of the aforesaid authorization. Also, Power of Attorney as per Appendix-VIII authorizing the signatory of the tenderer should be signed by the Director(s).
  (b) In case the paid-up capital of the company participating in the tender is more than

Rs.10 Cr, the Board Resolution should be certified by the Company Secretary of the company for the purpose of the aforesaid authorization. Also, Power of Attorney as per Appendix-VIII authorizing the signatory of the tenderer should be signed by the Director(s).

(x) In case of Partnership firm/ LLP/ proprietorship firm/ any other type of entity, except company, Power of Attorney authorizing the signatory of the tenderer if any, shall be submitted as per Appendix-VIII

10. Deemed inspection: Irrespective of participation in the site- inspection, the bidders shall be deemed to have inspected the plot before submission of offer and to have considered all relevant aspects necessary for submission of offer.

11. Query pertaining to bid:

(i) Bidders may send advance queries to the e-mail (estate.tender@smportkolkata.shipping.gov.in) within the time schedule mentioned above. SMP, Kolkata will be at liberty to amend the tender document and issue addendum, if needed, pursuant to receipt of such queries or otherwise. ***However, no separate reply to the queries shall be made to the respective querists.***

(ii) The same, if issued, shall ipso facto become part and parcel of the tender document and shall be hoisted in the websites in the form of addendum.

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

(iv) Hence, prospective bidders are advised to visit the website (i.e. www.smportkolkata.shipping.gov.in, **www.mstcecommerce.com/auctionhome/kopt/index.jsp** & https://eprocure.gov.in/epublish/app) accordingly till the date of submission of tender.

12. Participation in Tender:

(i) Tender Downloading:- Tender Document (for reading and not for bidding) has been hoisted in the website www.smportkolkata.shipping.gov.in & https://eprocure.gov.in/epublish/app. Interested bidders may download the tender document from the website.

(ii) MSTC website www.mstcecommerce.com/auctionhome/kopt/index.jsp shall have to be accessed only after registration as stated above.

(iii) Tender Fee: - The intending bidder shall, thereafter, remit the tender fee amounting to Rs. **590/-** (non-refundable) and Earnest Money in the manner stated above before submission of offer.

13.Earnest Money:

(i) The Earnest Money shall be remitted in the manner stated above before submission of offer.

(ii) The amount of Earnest Money will be refunded to the unsuccessful bidders without interest after selection of the successful bidder, subject to the conditions of forfeiture of Earnest Money (EMD), as mentioned hereunder.

(iii) Mere submission of offer will not mean that the offer will be automatically considered qualified and bid will be entertained.

14. Conditionalities for forfeiture of Earnest Money: Any of the following will be sufficient

ground for forfeiture of EMD.

(i) In case the bidder withdraws the offer before expiry of the validity period as per Tender terms as at (14) below.

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

(iii) In case of non-compliance of the terms & conditions of the offer of lease.

(iv) In case of deviation from any of the terms & conditions of the offer of lease till submission of Security Deposit.

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

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

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

(viii) In case of non-submission of Price or non-participation in re-bidding (submission of fresh price/ e-auction or both) in case of tie, if so decided by SMP, Kolkata. The bidder may refer to Evaluation Criteria in this regard.

(ix) In case of formation of Cartel or influencing bidders to abstain from participation in the Tender, if so concluded by SMPK.

15. Validity:

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

16. On-line bidding problem:-

Neither **SMP, Kolkata** nor MSTC shall be responsible for any problem at the bidder's end like failure of electricity, disruption of internet connection, any trouble with bidder's PC etc, which may cause inconvenience or prevent the bidder from bidding in the e-tender-cum-e-auction.

In case of any problem / interruption in service at server end, however, MSTC shall do the needful. Besides, decision of MSTC shall be final and binding on all bidders in the event of any dispute as to interruption of connectivity in connection with the tender. Needless to say, the aforesaid decision of MSTC shall be based on proof thereto.

17. Interruption of activities:

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

18. Right of acceptance:

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

19. Offer Preparation Cost:

The bidder shall be responsible for all the costs associated with the preparation of its offer and its participation in the tender. SMP, Kolkata will not be responsible in any manner for such costs, regardless of the conduct or outcome of the tender process.

20. Tests of Responsiveness:

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

(i) Is received electronically by the appropriate portal.
(ii) Is accompanied by requisite Tender fee and requisite EMD, as stipulated.
(iii) Is accompanied by all the forms and formats dully filled in/ executed, as the case may be.
(iv) Contains all the information as requested in the tender document.
(v) Does not show inconsistencies between the offer and the supporting documents.
(vi) Proposes no change in the offer as compared to the terms & conditions of the allotment, as detailed in this tender document.

21. Confidentiality:

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

22. Terms and Conditions regarding JV/SPV:-

(i) The certificate of Net Worth should be issued by the Statutory Auditor of the consortium members only. And the SPV formed should be under Companies Act, 2013 and not in any form.

(ii) Tender submitted by a Consortium shall comply with the following additional requirements:

a) Consortium of not more than three members provided the lead member (as nominated by the Consortium Members) shall have an equity share holding of at least 26% of the paid up & subscribed equity of the Joint Venture Company/SPV.
b) The lead member shall have an Establishment in India for at least 3 years i.e prior to date of NIT.
c) International company may participate forming JV with an Indian company, subject to the condition that the lead member has to be an Indian company with a minimum share of 51%.
d) One of the members of the Consortium shall be authorized as being In Charge (Lead Member), and this authorization shall be evidenced by submitting a Power of Attorney duly signed by authorized signatories of the other consortium members as per Appendix-VII.
e) The tender shall contain the information required for each member of the Consortium including a description of the roles and responsibilities of individual members and the same shall have to be submitted online in a separate sheet duly signed by the tenderer.
f) The tender shall be signed by the duly authorized signatory of the lead member and shall be legally binding on all the members of the Consortium. A Power of Attorney shall be submitted as per Appendix-VIII authorizing the signatory of the tenderer to commit the tender.
g) Members of the Consortium shall enter into a Joint Bidding of Agreement (JBA) as per Appendix-VI for the purpose of participating in the instant tender. The JBA shall also clearly outline the proposed roles and responsibilities of each member at each stage. JBA shall also convey the intent to form a Special Purpose Vehicle (SPV) preferably within 30 days from the date of offer letter for execution of the project with shareholding/ ownership equity commitment(s) in accordance with the tender conditions which shall enter into the lease agreement with the Port in respect of the concerned land as also to implement and operate the project thereon.
The JBA shall clearly contain a statement that all members of the Consortium shall be liable and responsible jointly and severally towards execution of the proposed project on the demised land and complying with all the provisions of the lease. A copy of the JBA shall be submitted with the tender.
h) A member of a particular Consortium shall not submit any tender individually nor shall be a member

of any other Consortium/partnership firm/LLP etc. participating in the instant tender. In case it is found otherwise, the offer submitted by the Consortium as well as that submitted individually is liable to be rejected.

i) An unsuccessful Consortium or Joint Venture Company or any of the members of the said Consortium shall not be a member of the successful Consortium or Joint Venture Company etc. at any time in future in respect of the contract for allotment arising out of this tender.

(iii) Change in Consortium composition:-

a) Change in the composition of a Consortium may be permitted by Port only where:

(i) The modified Consortium would continue to meet the eligibility criteria of the tender

(ii) The proposed changes will not bring down the number of members below a critical minimum level considered necessary by Port to preserve the spirit of competitive bidding.

b) Approval for change in the composition of a Consortium shall be at the sole discretion of the Port and must be approved by the Port in writing.

c) The modified Consortium would be required to submit a revised JBA within one month of such changes.

d) No change in composition of consortium shall be allowed after bid submission date (with any extension thereof) and up to execution of lease of lease deed by the Joint Venture Company/SPV.

22. Acceptance of Port's Allotment Letter:

After finalization of the tender through e-tender-cum-e-auction, the allotment letter will be made to the successful bidder by hard copy. The successful bidder shall be required to formally accept the terms & conditions of the allotment of lease and remit requisite Advance Annual rent or Upfront with Advance Nominal Rent for 1styear, if applicable, Security Deposit, cost of valuation, if any, etc within the period as will be specified in the allotment letter, failing which the allotment shall stand cancelled and the Earnest Money deposited by the bidder shall stand forfeited. The possession of the plot of land/ structure/ property concerned will be handed over after completion of the required formalities including payment as will be specified in the allotment.

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

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ANNEXURE – VI

Part-I:Techno-Commercial Bid

CONDITIONS OF LEASE

1. Lease:-

(i) Lease Period: 30 years without any option for renewal from the date of handover of property.

(ii) Lease Deed: **The lessee will be required to execute & register a Lease Deed in respect of the demised land at his/her own cost, after making all requisite payment related to the proposed lease of land preferably within a period of 04 (four) months from the date of handing over of possession of the land. Execution of Lease Deed may be treated as an essential commitment of the successful bidder and the same shall be accordingly considered during fulfillment of any obligation of the port authority towards the successful bidder in response to any of their request.**

(iii) Preparation cost of Lease Deed -The lessee shall be required to pay Rs 3,400/- plus G.S.T as applicable to SMP, Kolkata towards the cost of lease form and plans.

(iv) Registration of Lease Deed:

a) The Lease Deed, after registration, shall remain in the custody of the lessor (i.e. SMP, Kolkata).

b) The cost of preparing, stamping, executing and registering the Lease Deed as well as the cost of a counterpart or a copy thereof, if required by the lessee, shall be borne by the lessee.

c) In case of upfront payment, stamp duty is charged @ 6% or 7% of the aggregate of upfront premium and average payable annual token rent, depending on whether the aggregate is upto Rs. 1 Crore or more and in case of annual payment mode stamp duty is charged @ 6% or 7% of the average of 30 years annual rent duly escalated @5% per year. For further understanding, the relevant website (www.wbregistartion.gov.in) may be consulted.

(v) On expiry of the aforesaid lease period of 30 (thirty) years, if the same plot is included in tender-cum-auction for further allotment for the purpose **of lease**, the existing lessee may get 'First Right of Refusal' for the same purpose in such tender-cum- auction, provided, he/she does not have any breach of the terms and conditions of lease and applies for FRR right in advance subject to the condition that the then Land Policy Guidelines of Govt. of India would not prohibit such arrangement. The option of 'First Right of Refusal' will be extended only to existing lessee

2. Request for Change of Purpose:-

The lessee shall follow the purpose of lease strictly as mentioned in the Allotment Letter. Request, if any, for the change of purpose from what is allotted for, at any stage after handover of the plot, shall be considered by SMPK at its discretion at the material time, depending on the merit of the case, in terms of the then Land Policy Guidelines. Change of purpose of existing valid leased land may be permitted in case such change is in conformity with the land use plan & Zoning Plan/Master Plan and subject to payment of -

(i) Higher rates of rent for the new usage as per extant updated SoR, w.e.f. the date of issuance of permission letter or commencement of changed purpose, whichever is earlier (In case the existing rate is higher than the proposed rate of New Purpose the existing rate will continue with the annual escalation as per lease agreement)

(ii) Fees equivalent to revised lease rent of 06 months and applicable taxes (without Municipal Tax).

3. Security Deposit:-

(i) In case of payment on Annual rent basis, SMPK shall keep SD equivalent to **two years' rent plus 18% administrative deposit.** However, in case of payment on upfront basis, the amount of

Security Deposit shall be: **2 x Re. 1/- per Sq.m. for the entire allotted area plus 18% administrative deposit**. The successful bidder may convert the EMD into Security Deposit.

(ii) The successful bidder shall remit Security Deposit through Bank Draft/ pay order/ A/C payee cheque drawn in favour of "Syama Prasad Mookerjee Port, Kolkata" or by online mode as may be decided by SMP, Kolkata, before taking over possession of land/ structure/ property.

(iii) In case of upward revision and fixation of rent, after every 5 years, the Security Deposit will be required to be supplemented by a further amount to make it equivalent to 2 years' rent plus applicable taxes and duties etc., at that point of time.

(iv) If the amount of Security deposit is **equal to or more than Rupees One Crore**, the same may be deposited through Bank Guarantee (BG) with a validity of 05 years. During revision of SoR and fixation of rent after every 5 years, fresh BG will have to be submitted for the revised amount of Security deposit with a validity of 05 years.

(v) The said security deposit will have to be maintained during the subsistence of proposed lease.

(vi) The Security Deposit, however, will be refunded without any interest, as and when the plot of land under consideration is delivered back to SMPK in peaceful, unencumbered and vacant condition, after adjusting against the dues of Trustees, if any, on any count.

4. Boundary Wall:-

The lessee shall have to construct boundary wall around the demised land (as would be demarcated by Estate Division) at their own cost. The portion of such boundary wall bordering ISPS Zone, if any, will have to be constructed by the lessee, as per specifications to be given by SMP, Kolkata, and to the satisfaction of Chief Engineer, SMP, Kolkata.

The responsibility of keeping allotted plot free from encroachment lies with the lessee during the entire lease period and any encroachment during this period is attributable to the lessee.

5. Way leave:-

For installation of permanent pipelines/conveyors, other service lines etc. through SMP, Kolkata estates outside the leased lands, way leave permission from Estate Manager, SMP, Kolkata will have to be separately obtained against remittance of necessary charges for the same.

6. Sub-lease:

(i) No sub-lease/ subletting or parting with possession of the leased land will be allowed (with exception in case the business model is based on subletting. Instructions under MALL/ FOOD PARK/ PLAZA and Setting up of a Commercial Office Complex may be referred to.)

7. Disputes:-

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

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

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

8(a). Permission for construction:-

No installation/construction within the leased land shall be allowed without prior written permission (including terms, conditions & payment) of Estate Manager, SMP, Kolkata.

If the lessee applies for obtaining No-Objection-Certificate (NOC) from SMP Kolkata, towards new construction or addition/alteration of any existing structure on the leased land, SMP Kolkata, shall normally accord the NOC within one month from the date of receipt of such application complete in all respects.

The lessee will submit necessary plans for any construction to the office of Estate Manager, SMP, Kolkata, which they propose to erect. No construction will be allowed until and unless the plans are approved by SMPK in writing. Reasonable delay by the port to clear the proposal for construction will not entitle the lessee to go ahead with proposed construction. Structures considered to be in conformity with the purpose of the lease will be allowed to be erected on the said land, provided there is no objection of SMP, Kolkata and sanction/NOC from Municipal Authority and other Government Agencies as are required for construction/erection of such structures are obtained by the lease in writing before taking up construction in hand. SMP, Kolkata reserves the right to refuse according such approval for valid reasons.

8(b). **Procedure for grant of permission for construction u/s 26(1) of MPA Act for River Front Plots**

Under Section **26(1) of MPA** Act, prior permission of SMPK Board is required for making, erecting or fixing within the port limits or Port approaches any wharf, dock, quay, stage, jetty, pier, erection or mooring or undertaking any reclamation of foreshore within the said limits. The port limit is that part of River Hooghly and shores thereof as are within 45.7 mtrs of High Water Mark at Spring Tide and extends from Jangipur in the North to Sandheads in the South. Considering the large number of private and public properties in the entire stretch, the following procedures and guidelines have been drawn up for grant of permission u/s **26(1) of MPA** Act :-

(a) The Board may permit construction of public utilities, parks, gardens, beautification, bathing ghats, jetties and other activities which essentially require a waterfront. Apart from these, any permanent construction as per Municipality approved plan may also be permitted subject to the following:

i. The developer/authorized agency would undertake bank protection works based on detailed study report / recommendation of any of the three reputed institutes in West Bengal, Viz. Jadavpur University, IIEST (BESU) or IIT, Kharagpur. Presence of SMPK's Surveyor would be essential during inspection for drawing up the recommendation / study report. Concurrence of SMPK to the methodology recommended by the Institutes would be necessary. The bank protection work should be executed by the party and certified by the concerned Institute. The periodical maintenance of bank protection would have to be carried out by the developer / land owner / authorized agency as per plan to be given by the above institutes.

ii. The project proponent will carry out an Environment Impact Assessment (EIA) and Environment Management Plan (EMP) study for any negative impact on the river ecosystem in terms of the NGT order dated 13.09.2017.

iii. No changing of bank line will be allowed and no encroachment into the river will be

allowed in the name of bank protection.

iv. For conservancy purposes, a paved clear corridor fit for vehicular movement of 11 mtrs. (3-lane width) from High Water Mark at Spring Tide should be maintained by the developer/ land owner/ authorized agency and provide access to the said corridor. Depending upon erosion potential of a particular stretch of river bank, the 11 mtrs. clear corridor may also be increased.

v. Restriction on construction of deep tube well within port limits would apply, depending on location.

vi. In case of any unprecedented hydro-morphological changes in the river, SMPK shall not be responsible in any manner for any consequential effect on the construction and stability of the structures falling within the port limits.

vii. The above conditions would be applicable in respect of all future constructions, irrespective of existence of already sanctioned plans from concerned Municipality.

(b) SMPK may invoke Section **26(1) of MPA** Act for removal of any construction done without prior permission of the Board.

(c) In cases of permission granted to developers for authorized construction, foreshore occupation charge for 30 years will be recovered as one time upfront value from the developer.

(d) While applying for permission u/s **26(1) of MPA** Act, a processing fee of ₹22,000/- per application plus 18% GST will be payable. Apart from the processing fee, other applicable dues / charges like foreshore occupation charge, fee for beautification, inspection charges, etc. would be payable.

(e) An Inspection fee of ₹2.20 lakh + 18% GST will be payable prior to inspection by SMPK team, irrespective of grant of permission to the party. Subsequent inspection fees, if required, will also be payable @ 50% of initial inspection fee i.e. ₹1.10 lakh plus 18% GST, prior to each subsequent inspection.

(f) Both Processing Fee and Inspection Fee would be reviewed after every 2 years.

(g) Attempts will be made to process applications accompanied by requisite map, plan, drawing in the prescribed format within three weeks of getting relevant documents. For time bound processing of applications, the same should be submitted as per pro-forma attached.

9. Indemnity:-

The lessee shall, at their own expense, pay compensation for any injury, loss or reinstate and make good to the satisfaction of SMP, Kolkata for loss or damage accrued to any property or rights of SMP, Kolkata whatsoever, including SMP, Kolkata's agents/servants/employees, or any third party arising out of or in any way in connection with the execution or purported execution of the Agreement and further, the lessee shall indemnify SMP, Kolkata against all claims enforceable against SMP, Kolkata (or agents/servants/employees of SMP, Kolkata) or which would be so enforceable against SMP, Kolkata as applicable, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

10. Surrender:-

Leased land may be surrendered to SMP, Kolkata any time after 2 years from commencement of lease. For any surrender of lease, at least 6 (six) months' notice will be required. For the sake of clarity, if notice for surrender is issued after 1 ½ years of commencement of lease, SMP, Kolkata will take back the land immediately after expiry of 2 years from the date of handing over land. If any lessee wants to surrender within first 2 years of commencement of lease, they will have to pay lease rent for 2 years.

The lessee will get back upfront paid amount for the unutilized portion of the lease as per the following formula, in case the lease is granted on upfront basis:-

The difference of

- NPV of original lease period and
- NPV of the enjoyed years of lease,

at the same base rate of rent and same G Sec rate, as considered for calculation of NPV for the original lease period, at the time of NIT.

Note: In case of communication to SMP, Kolkata to this effect during continuation of any particular year, SMP, Kolkata shall retain payment for the whole year in case of payment on Annual rent basis.

11. Termination of lease:-

SMP, Kolkata reserves the right to terminate the lease and cancel the Agreement, if there is any breach of terms and conditions of lease and/or the Agreement, by giving 3 months‟ notice (in case of manufacturing unit, the said notice period will be 6 months).

12. Essential services:-

The bidder should bear the cost of infrastructure required for the power connectivity/ water supply to their premises. After handing over possession of land and on being requested, SMP, Kolkata will issue necessary 'No Objection Certificate' (NOC) for the same.

13. Statutory Clearances:-

The lessee must obtain all statutory clearances, as may be required as per law and statutes including fire and environmental clearances at your own cost and arrangement. from the concerned Ministries/ Departments/ Authorities before commencement of operation and follow all safety norms as may be prescribed by the competent authorities.

The lessee will also take all anti-pollution and environment friendly measures in consultation with West Bengal Pollution Control Board and other statutory organizations. You will be solely responsible any pollution and environmental degradation arising out of your activities. You shall also take safety clearance from the Chief Controller of Explosives as per standard norms, if required.

14. G. Sec rate:-

Besides the compulsion for payment of lease rent on upfront basis in certain cases as per eligibility criteria of the tender, the successful bidder shall also have the option for payment of lease rent on upfront basis as per the following formula:-

Tenure of lease	G. Sec rate as on 05.05.2026 (shall remain valid till the lease is in vogue)	Corresponding multiplying factor (M.F.)	Formula to calculate upfront
30 years	**To be provided along with pre-bid clarification addendum**	**To be provided along with pre-bid clarification addendum**	**(Finally accepted annual rent) × (M.F)**

15. Terms of payment of lease rent:-

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

(i) The successful bidder shall make full payment towards 1st year's advance annual rent plus taxes and duties [GST, Municipal Tax and Tax on Structure, if any and the manner in which it is payable and any other tax (es), if in vogue at the material time] as well as security deposit (SD), within 30 days from the date of the issue of letter for allotment.

(ii) Advance annual rent [after being escalated @ 5(five) % per annum] plus applicable taxes [GST and Municipal Tax on land and Tax on Structure, if any and the manner in which it is payable and any other tax (es), if in vogue at the material time], shall be paid in advance by the lessee at the beginning of each year from 2nd year of lease onwards. If the rent bills are not received by the lessee within the 10th day of the month in which the rent bill is required to be raised every year, duplicate bill(s) will have to be compulsorily collected by the lessee at their arrangement from the Estate Division/Finance Department of Syama Prasad Mookerjee Port, Kolkata 15, Strand Road, Kolkata – 700 001 for the purpose of payment within the due date which shall usually be 15th day of the same month of that year (in case the 15th day is a holiday of the Trustees, the next working day shall be the maximum allowable period for such payment).

(iii)**Rent Revision:**

(a) In case of the successful bidder, paying rent annually in advance, there shall be an annual escalation @ 5(five) % per annum on the amount of the preceding year. The first such escalation shall be imposed to calculate the annual rent for the second year of lease @ 5(five) % on the annual rent offered by the successful bidder in the e-tender-cum e-auction and accepted by SMP, Kolkata.

The escalated annual rent thus arrived at shall be reviewed and compared after every five years since commencement of lease with the then applicable rate of annual rent as per Schedule of Rent then in vogue.

In case during such review, the escalated annual rent is less than that as per SoR, the latter, with annual escalation, shall be applicable.

The aforesaid revision shall be without regard to the amendment of conditionality of the revised SoR after every five years.

In case, any revision including annual escalation rate is approved by Board of Port Authority, the revision shall be given cognizance to for the sake of the aforesaid revision, whenever such revised rate shall be available with SMP, Kolkata, and then shall be given effect to, if so required on comparison.

(b) For plots to be allotted on upfront basis:

(i) The successful bidder shall make full payment towards upfront plus taxes [GST Municipal

Tax and Tax on Structure, if any and any other tax(es), if in vogue at the material time], security deposit (SD) as well as yearly token rent for the first year @ Re.1/- per sq.m plus applicable taxes, within 30 days from the date of the offer letter for allotment.

(ii) Yearly token rent @ Rs.1.05 per sq. mtr. (taking into account escalation @ 5(five) % per annum) plus applicable taxes, shall be paid in advance by the lessee, at the beginning of 2nd year of lease and thereafter in the subsequent years by loading @ 5(five) % per year on the rent of the preceding year. If the rent bills are not received by the lessee within the 10th day of the month in which the rent bill is required to be raised every year, duplicate bill(s) will have to be compulsorily collected by the lessee at their arrangement from the Estate Division/ Finance Department of Syama Prasad Mookerjee Port, Kolkata at 15, Strand Road, Kolkata – 700 001 for the purpose of payment within the due date which shall usually be 15th day of the same month of that year (in case the 15th day is a holiday of the Trustees, the next working day shall be the maximum allowable period for such payment). Municipal Tax is to be paid every year along with token yearly rent.

(iii) Municipal tax shall be calculated and recovered annually on the corresponding figure of annual rent, unless otherwise decided to fulfill municipal requirement.

(c) The current schedule of rent, 2022 was valid up to 06-04-2026. The same has been extended for a further period of six months and nineteen days, i.e., from 07-04-2026 to 25-10-2026, or until a new Schedule of Rent is notified, whichever is earlier. Accordingly, the following provisions shall be binding on all the bidders:

1. In case, new SoR is notified after discovery of Hl bidder through e-auction-cum-e-tender (irrespective of issuance of offer letter and / or receipt of payment of consideration amount), finalized and concluded rate discovered in e-tender-cum-e-auction will continue to be charged, even if the rate in new SoR happens to be higher than the rate discovered in the e-tender-cum-e-auction, subject to the following conditions:-
   (i) If the mode of payment is upfront, there would be no change in the upfront amount already calculated on the basis of finalized and concluded rate discovered in e-tender-cum-e-auction.
   (ii) If the mode of payment is annual, on expiry of the first year of lease, the annual rent would be brought upto the level of the then updated SoR. Rent revision clause, if any, would become applicable thereafter.
2. In case, new SoR is notified before discovery of Hl bidder through e-auction-cum-e-tender, SMPK, at its discretion, may discharge the e-auction-e-tender or issue corrigendum indicating the increased reserve price, if the rate in new SoR happens to be higher than the reserve price already fixed.

(d) Actual payable amount:

At the time of handing over possession of land, actual measurement will be taken and the lessee will be duty bound to pay annual rent / upfront (as the case may be) on the basis of the actual measurement on pro-rata basis. **No objection or reservation regarding land area, status etc. will be entertained after certificate of possession is signed by the lessee**.

(e) Non-acceptation of offer letter within due date:

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

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

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

(f) Interest:

Simple Interest @7% per annum for the first 2 months from due date, 10% per annum for the next 3 months from due date and 14% per annum from 6th months onwards from due date on the outstanding rent/ License fee and compensation/ occupational charges and other demands (as to be indicated in bill/invoice/demand notice) will be recovered, if the rent, compensation/ occupational charge is not paid within the due date.

(g) Valuation **of Existing Structure:**

The valuation of existing boundary wall and existing structure, if any, along with applicable taxes, shall also have to be paid by the successful bidder to SMP, Kolkata (for SMP, Kolkata structure) or to the ex- lessee (for ex-lessee structure) with an intimation to SMP, Kolkata, within 30 days from the date of the communication in this regard, as indicated in the Tender Document or otherwise as may be required and as will, accordingly, be decided and communicated by SMP, Kolkata.

(h) Entire Municipal Tax on structure to be erected on the proposed leased land with SMP, Kolkata's approval, if any, will also have to be paid by the lessee to SMPK.

(i) The currency of payment shall be INR.

(j) The tax components will be as shall be in vogue from time to time. Presently, the tax components are as mentioned below:-

Payment of	G.S.T
Upfront	@ 18% on the aggregate of payable upfront amount, occupier's share of Municipal Tax and Tax on Structure, if any or as may be reviewed by Govt. of India

Token annual rent (where upfront is paid)	18 % on token annual rent or as may be reviewed by Govt. of India
Annual rent	@ 18% on the aggregate of quoted / accepted rent ,occupier's share of Municipal Tax on land &Tax on Structure, if any or as may be reviewed by Govt. of India

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

(l) The successful bidder shall pay the cost of existing railway lines (defunct or operational) on the proposed plot, if any, as evaluated by SMP, Kolkata, to SMP, Kolkata, within 30 days from the date of the communication in this regard, through A/c Payee Cheque/Pay Order drawn in favour of "Syama Prasad Mookerjee Port, Kolkata" or through online mode, if so required by SMP, Kolkata.

(m) Non**- payment of rent & Taxes:**

If the lessee fails to pay the yearly rent or any part of such rent shall at any time be in arrear and remains unpaid for 21 days after the same shall have become due (whether demanded or not) or if you shall at any time commit a breach or fail or neglect to perform or observe any of the covenants, conditions or agreements if you being an individual or individuals shall become insolvent or commit an act of insolvency or to be adjudicated insolvent or enter into a composition or arrangement with his or their creditors or if you being a company or corporate body shall go 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 or effect, then and in any of such cases it shall be lawful for the trustees or any person duly authorized by them to enter into and upon the demise land or any part thereof in the name of the whole to re-enter by providing you three months' notice and the same to have again repossessed as if these presents had not been made but without prejudice to any right of action or remedy of the Trustees in respect of any antecedent breach or non- performance or non-observance of any of the covenants and conditions by the prospective lessee/s. In case of determination of lease for any reason whatsoever, the structures standing on the plot of land will vest to SMP, Kolkata without payment of any compensation whatsoever.

16. Force Majeure:-

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

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

The lease will also reserve 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 Trustees may, if they so decide, purchase the buildings (excluding plant & machinery) erected on the demised land 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 however, be payable by the Port.

18. 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 un-authorisedly, the lessee shall be liable to pay compensation for wrongful use and occupation of the same at three (3) times the annual lease rent last paid or three (3) times of SoR, whichever is higher if not otherwise decided by SMP, Kolkata, till vacant possession is obtained by the lessor.

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

19. Construction / addition /alteration:-

If the successful bidder applies for obtaining No-Objection-Certificate (NOC) from SMP, Kolkata towards new construction or addition/alteration of any existing structure on the leased land, SMP, Kolkata shall normally accord the NOC within one month from the date of receipt of such application complete in all respects.

20. Underground structure / service line:-

In case any underground structure / service line (used/ unused / defunct) so far not known, emerges within the demised land at a subsequent date after handing over of the said demised land by SMP, Kolkata, and poses unforeseen problem for the lessee, SMP, Kolkata will consider the same, if requested by the lessee, within the ambit of the tender terms and the law of the land, to alleviate the distress faced by the lessee to the extent possible.

21. Fire safety and security measures:

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

22. Display Notice Board:

The leasee would display tenancy details (indicating old Plate Code, Area in Sq. Mtrs., Owner of

land as SMP, Kolkata, name of tenant, type of tenancy and duration of license) on boards of size 2' x 3' in at least two prominent places in the demised premises.

23. Land Policy Guidelines:-

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

25. Bank Protection& Illumination of River Side Area for River Front Plot:-

Necessary bank protection work & illumination of river side area shall have to be undertaken by the successful bidder complying the tender Clause No.8 of Annexure-VI before start of projects at their own cost only after approval of Bank protection & illumination plan/proposal by SMPK. A compliance report shall also be submitted by the lessee to SMPK within 6 months from the taking over of the possession of the land.

26**. Mobilization Time:**

The lessee shall have to commence utilizing the allotted plot of land within a period of 24 months from the date of commencement of lease (i.e. date of allotment of land) for any of the permissible purposes offered by the bidder in the instant tender.

In case of failure to commence utilization of the premises within stipulated period, the lease will be liable to be terminated. The lessee shall not utilize the premises for any unlawful, anti-national or criminal activities which is considered a serious breach of contract for which SMP, Kolkata will terminate the lease forthwith. You will not allow the premises or part thereof to be utilized for any religious or political purpose. The lessee will not cause any nuisance, inconvenience, damage or danger to the demised land or to the owners and occupiers of adjoining/ neighbouring land/ premises.

27. **Encroachment:**

The lessee will not encroach or allow or suffer any encroachment to be made upon the road, pathway or any portion of adjoining land/premises. Encroachment cannot be regularized but attract damages at the prescribed rate till the encroachment subsists.

28. **Mortgage:**

The lessee will not offer the demised land or any portion thereof as security either in any court of law or to any financial institution or anywhere else. However, SMPK may grant NOC for mortgaging of lease hold interest only in favour of reputed financial institutions / scheduled banks subject to SMPK retaining the first charge on them and recovery of fee as will be decided by the Board and other terms and conditions as per provisions of Land Policy Guidelines prevailing from time to time and directives of the Central Government in the matter as applicable. Processing charges for issuance of NOC will be 1% of total land cost for the lease period or 1% of loan amount, whichever is higher.

29. Transfer of Lease:-

The lessee may be allowed to transfer the lease as per extant laws after obtaining prior approval of the SMPK Board provided transferee takes over all the liabilities of the original / allottee. Such transfer shall be for the remaining duration of the lease and in accordance with the Land Use Plan of the Port. Before allowing such transfer, the SMPK shall recover –

(i) **In case of leases granted on upfront basis:**

In case of those lands which were originally given on lease on upfront rental basis, the transfer as

per the extant laws may be allowed subject to the transferee agreeing to pay the following:-
(a) An undertaking for payment of the upfront rental as calculated on pro-rata basis for the balance period; and
(b) A fee equal to 50% of the pro-rata upfront rental payable up to the time of transfer.

(ii) **In case of lease granted on annual lease rent basis:**

In case of leases granted on annual lease rent basis transfer may be allowed subject to
(a) An undertaking for payment of the annual lease rental for the balance period;
and
(b) A fee equivalent to 50% of the total lease rent payable by the original lessee upto the time of transfer
(iii) In respect of cases where the transferors extract premium on the transfer of the lease, 50% of such premium is to be paid to SMPK.
If the transferee wants to change the purposes of the transferred lease, the transferee have to pay all charges for change of purposes along with higher rates applicable for new purposes.

ANNEXURE –VII

Part – I: Techno-Commercial Bid
EVALUATION CRITERIA

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

2. Then the bidder shall only fill in the premium amount (lump sum) over the "Reserve Rent".

3. Immediately, the system shall display the final quoted total rent (i.e. Reserve Rent plus quoted premium) (without indicating tax component thereon).

4. No hard copy of filled in format of the Price Schedule shall be entertained in case of submission thereof to the office of SMP, Kolkata and / or MSTC which may lead to cancellation of offer.

5. Price bids of the techno-commercially qualified bidders shall be opened **BEFORE** the e- auction.

6. After the opening of Price bid, e-auction shall take place. Auction floor price will be the highest offer received from the techno-commercially qualified bidders in the price bid

7. In case a bidder does not participate in the e-auction, their only bid will be that given in the Price Schedule format**.**

8. The bidder having given the highest final bid (among price-bid & e-auction) amongst all the bidders, shall be accepted as the successful (H1) bidder.

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

10. All taxes, as may be applicable from time to time, shall be payable extra above the final bid amount, if accepted by SMP, Kolkata as the highest received bid. At present, GST, Municipal tax and any other applicable tax are payable extra as detailed in this tender document.

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

12. The scheduled closing time of e-auction shall be automatically extended, in case a techno-commercially qualified bidder submits a bid within eight minutes of scheduled closing time of e-auction. For example, if the scheduled closing time is at 17.00 hrs and a bid is submitted at 16.54hrs, the e-auction will not close at 17.00 hrs but would be extended till 17.02hrs. In case, a further bid is received at 17.01 hrs, closing time for e-auction shall be extended till 17.09 hrs. This extension will go on till no bid is received for eight whole minutes.

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

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

enjoying the 'FIRST RIGHT OF REFUSAL' shall become the successful bidder.

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

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

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

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

…….

APPENDIX - I

DECLARATION BY THE BIDDER

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

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

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

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

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

I/We am not an undercharged insolvent;

I/We have not been convicted of an offence;

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

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

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

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

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

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

I/We have quoted the rate of annual rent above the reserve annual rent mentioned in the Tender Document.

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

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

Signature of the bidder with office Seal

I/we understand that SMP, Kolkata reserves the right to accept or reject any tender and to annul the tendering

process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

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

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

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

Signature of the bidder with office Seal

APPENDIX – II

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

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

Type of occupation	Plate No.	Name of lessee/ licencee	Outstanding dues as onthe date of NIT (in Rs.)	Remarks
Lease				
Licence				
Foreshore occupation				

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

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

Signature of Bidder

Rubber Stamp

.....

Appendix-III

CA FIRM/STATUTORY AUDITOR LETTER HEAD

Networth Certificate

(Download, print, fill in completely, scan and then upload the same)

To
The Estate Manager (I/C)

Syama Prasad Mookerjee Port
Kolkata

This is to certify that the Networth of M/s..... (PAN.....) as on 31st March, 2025 is Rupees .....only, as per the break up furnished below.
We further certify that:

The computation of Networth has been computed as per Eligibility Criteria of the bidder vide clause No. 9 of Annexure V of tender bearing **N. I. T. No. SMP /KDS/LND/65-2026 dated 07/05/26** for allotment of land/ structure / property under Syama Prasad Mookerjee Port, Kolkata. The aforesaid net worth has been verified from the Balance sheet of the Financial Year 2024-25. Thus, the undersigned/ under signee Chartered Accountant is confirming the correctness of the value indicated on this letter.
Possession of TAN for M/s…….. is applicable/ not applicable for the bidder (Score out whichever is not applicable).

Break up of calculation of Net worth-

(i)	[{Proprietor's Capital (for proprietorship firms)/ Partners' Capital (for partnership firms)/Paid Up Capital (for companies)-	Rs.
(ii)	Free Reserve	Rs.
(iii)	Intangible Assets	Rs.

Net worth = (i) + (ii) – (iii) = Rs.

Place:
Date:

Signature of Statutory Auditor

Name of the Partner/ Proprietor

Signature of Bidder

Membership Number

Rubber-stamp

Rubber-stamp

UDIN :

APPENDIX – IV

SYAMA PRASAD MOOKERJEE PORT,
KOLKATA

GENERAL ADMINISTRATIONDEPARTMENT
ESTATE DIVISION
15, Strand Road,
Kolkata – 700 001
Website: www.smportkolkata.shipping.gov.in

Part – II: Price Bid

PRICE SCHEDULE

(Price to be quoted online while submitting price bid only)

Allotment of plot of land/ structure / property against

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

NOTE:-

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

Appendix - V

Draft Proforma of Bank Guarantee in lieu of cash Earnest Money Deposit (EMD) for Structure, to be issued by any Scheduled Bank of India encashable at Kolkata, on Non-Judicial Stamp Paper worth Rs. 50/-.

To
The Board of Port Authority,
Syama Prasad Mookerjee Port, Kolkata,
15, Strand Road,
Kolkata-700001

NO……DATE……

Name of issuing Bank..……...
Name of Branch……...
Address …….

In consideration of the Board of Port Authority, Kolkata, a body corporate - duly constituted under the Major port Authority Act, 2021, having agreed to exempt Shri /Messrs……a proprietary/ Partnership/ Limited/ Registered Company, having its Registered Office at .....
..... (hereinafter referred to as "The Bidder") from cash payment of EMD for structure under the terms and conditions of a tender for…… …… …… … …… (write the NIT No. with Plot No.) for the due fulfillment by the Bidder of all the terms and conditions contained in the said NIT, on submission of a bank Guarantee for Rs…… …… …… … (Rupees ……).

We,…….Branch,Kolkata/ Haldia, do on the advise of the Bidder, hereby undertake to indemnify and keep indemnified the Port Authority to the extent of the said sum of Rs …… (Rupees ....)

We, ……Branch, Kolkata/ Haldia, further agree that if a written demand is made by the Port Authority through any of its officials for honoring the Bank Guarantee constituted by these presents, We,……. Branch, Kolkata/ Haldia shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Port Authority within a week from the date of such demand by an A/c. Payee Banker's Cheque drawn in favour of "Syama Prasad Mookerjee Port, Kolkata", without any demur. Even if there be any dispute between the bidder and the Port Authority, this would be no ground for us,……. (Name of Bank), ……. Branch, Kolkata/ Haldia to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We, ……Branch, Kolkata/ Haldia, decline or fail or neglect to honour the Bank Guaranteed in the manner aforesaid shall constitute sufficient reason for the Port Authority to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the bidder.

2. We,.....Branch, Kolkata ..... /Haldia, further agree that a mere demand by the Port Authority at any time and in the manner aforesaid, is sufficient for us,……..…… Branch, Kolkata …….. / Haldia, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the bidder and no protest by the bidder, made either directly or indirectly or through Court , can be valid ground for us, …… Branch, Kolkata/ Haldia, to decline or fail or neglect to make payment to the Port Authority in, the manner and within the time aforesaid.

3. We, ……. Branch, Kolkata/ Haldia, further agree that the Bank

Guaranteed herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said tender by the bidder and that is shall continue to be enforceable till all the dues of the Port Authority under and/or by virtue of the terms and conditions of the said tender have been fully paid and its claim satisfied and/or discharged in full and/or till the Port Authority certify that the terms and conditions of the said tender have been fully and properly observed/fulfilled by the bidder and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid up to and inclusive of……day of ……..20……and subject all so that the provision that the Port Authority shall have no right to demand payment against this guarantee after the expiry of 6(six) calendar months from the expiry of the aforesaid validity period up to ……. Or any extension thereof made by us, ……..Branch, Kolkata/ Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required / determined by the Port Authority, only on a written request by the Port Authority to the tenderer for such extension of validity of this Bank Guarantee.

4. We,……Branch, Kolkata/ Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Port Authority shall have the fullest liberty to vary from time to time any of the terms and conditions of the said tender or to extend the time for full performance of the said tender including fulfilling all obligations under the said tender by the bidder or to Port Authority against the bidder and to forebear or enforce any of terms and conditions relating to the said tender and We, ...Branch, Kolkata/ Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the bidder or for any fore-bearance, act or commission on the part of the Port Authority or any indulgence by the Trustees to the bidder or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us, Branch, Kolkata/ Haldia.

5. We……Branch, Kolkata/ Haldia, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Port Authority in writing.

SIGNATURE……
NAME……
DESIGNATION……

(Duly constituted attorney for and on behalf of)

BANK……
BRANCH……
Kolkata/ Haldia.
(OFFICIAL SEAL OF THE BANK

Note:-

Interested bidders are requested to note that Bank Guarantee repository system (BGRS) for BG offered by ICICI bank is to be introduced along with undernoted clause:-

"While issuing Bank Guarantee issuing applicant must mention receivers details as ICICI Bank, IFSC-ICIC0006952, Branch Kolkata Gillander House in BG text at which SFMS IFIN760 messages to be sent by issuing bank to establish the authenticity of given BG".

Appendix - VI

FORMAT OF JOINT BIDDING AGREEMENT

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or more duly signed on eachpage. Foreign entities submitting Bid are required to follow the applicable law in their country]

Know all men by these presents that we,..... - and .....
---------- (persons and companies name) (herein after collectively referred to "the consortium / Joint venture") for execution of Bid.

Whereas the board of Trustees of SMP, Kolkata (hereinafter referred to as "the Syama Prasad Mookerjee Port, Kolkata") has invited Bids from the interested parties for ---------- (hereinafter referred to as "the contract").

Whereas the members of the consortium / joint venture are interested in bidding of the work of ---------- ----------
---------- in accordance with the terms and conditions of the Bid.

This Joint bidding agreement is executed to undertake the work and role and responsibility of the firms are ---------- ----------
(Role and responsibilities of each firm for administrative arrangement for management and execution of contract are given inthe format below) and ---------- (name of the person) of (name of the firm) and ---------- (name of the person) and ----
-------- (name of the firm) are the authorized representative of respective firms

The above mentioned parties of the [FIRST, SECOND AND THIRD] PART are collectively referred to as the "Parties" andeach is individually referred to as a "Party".

NOW IT IS HEREBY AGREED as follows:

1) The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating inthe selection process for the tender.

2) Role of and Responsibility of each member of JV/Consortium:

Particulars	Lead Member	Member 1	Member 2
Name of Firm			
Role and Responsibilities			
% share of work			

3) As whereas it is necessary under the tender Bid conditions for the member of the consortium / joint venture to appointand authorize one of them as Lead firm to do all acts, deeds and things in connection with the aforesaid bid.

4) We hereby nominate and authorize ---------- as our Lead Member/constituted attorney in our name and on our behalf of do or execute all or any of the acts or things in connection with the execution of the Bid No:…. ----------
and thereafter to do all facts, deeds and things on our behalf and thereafter till the satisfactory completion of work.

5) The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ orthrough any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.

6) The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services ("Contract") with the Authority and for performing allobligations as the Consultant in terms of the Contract for the Consultancy.

7) The Parties hereby undertake that they intent to form a Joint Venture Company/ SPV preferably within 30 days from the date of offer letter with shareholding/ ownership equity commitment(s) in accordance with the tender conditions which shall enter into the lease agreement with the Port in respect ofthe concerned land as also to implement and operate the project thereon

8) Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFQ cum RFP and the Contract, for the performance of the Contract.

9) Member in-charge: Without prejudice to the joint and severe liability of all the Parties, each Party agrees that it shall exerciseall rights and remedies under the Contract through the Member in Charge and the Authority shall be entitled to deal with suchMember in Charge as the representative of all Members. Each Party agrees and acknowledges that:

a. any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Member in Charge;
b. consolidated invoices for the services in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Member in Charge and the Authority shall have the right to release payments solely to the Member in Charge and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
c. any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, informationor documents shall be deemed to have been delivered to all the Parties.

And we hereby agree that all acts, deeds and things done by our said lead Member/attorney shall be construed as acts, deedsand things done by us and we undertake to ratify and conform all and whatsoever that my said attorney shall do or cause to bedone for us by virtue of the power hereby given.

Miscellaneous

a) This Joint Bidding Agreement shall be governed by laws of India.

b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior writtenconsent of the Authority.

In witness hereof we have signed this deed on this the ---------- day of ----------

1. For lead Member	**2. For consortium member**	**3. For consortium member**
SIGNEDSEALED& DELEVERED By the with named---------- .....through its duly constituted attorneys ---------- in the presence of	SIGNEDSEALED& DELEVERED By the with named---------- .....through its duly constituted attorneys ---------- in the presence of	SIGNEDSEALED& DELEVERED By the with named---------- .....through its duly constituted attorneys ---------- in the presence of In the witness of 1. Name and address Signature 2. Name and address Signature

Appendix - VII

FORMAT FOR POWER OF ATTORNEY (REGARDING AUTHORISATION OF LEAD MEMBER (IN CASE OF CONSORTIUM / JOINT VENTURE)

(To be submitted on a Non judicial Stamp Paper of Rs. 100 or more)

Know all men by these present that We,_____,_____, _____and_____(hereinafter collectively referred to as "the Consortium") hereby appoint and authorize_____as our attorney.

Whereas SMP, Kolkata (hereinafter referred to as "Port") has invited tender for allotment of land vide NIT No _____ dated _____ for _____**, being plot No. _____.**

Whereas the members of the Consortium are interested to participate in the saidtender in accordance with the terms & conditions of the NIT No. ……

And whereas it is necessary under tender conditions for the members of theConsortium to appoint and authorize one of them being in Charge (Lead Member) to do all acts, deeds andthings in connection with the aforesaid tender.

We hereby nominate and authorize_____as ourconstituted attorney in our name and on our behalf to do or execute all or any of the acts or things in connection with submitting the tender to Port, to follow up with Port and thereafter to do all acts, deeds and things on our behalf until culmination of the process of bidding and thereafter till the Lease Deed is entered into with the successful bidder.

In Witness hereof we have signed this deed on this the_____day of……..

1. For and on behalf of_____(with seal)

2. For and on behalf of_____(with seal)

3. For and on behalf of_____(with seal)

Appendix – VIII

FORMAT FOR POWER OF ATTORNEY
(REGARDING AUTHORISING SIGNATORY OF THE TENDERER)
[To be submitted on a Non judicial Stamp Paper of Rs. 50 or more]
POWER OF ATTORNEY
(To whomsoever it may concern)

Mr./Mrs. _____(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, SMP, Kolkata or any governmental authority in connection with SMP, Kolkata's NIT No. …… and is hereby further authorized to sign and file relevant documents in respect of the above.

(Attested signature of Mr._____)

Dated :

For _____(Name of the Tenderer) with seal

For _____(Name of the Tenderer) with seal

Appendix – IX

A. List of Purposes-

1. Non-Commercial :-

Storage Building, container yard, Light and Small Industry as per Schedule II & III of KMDA LUDCP, extension of existing industrial building

2. Commercial :-

Mercantile Building, Business Building, Assembly Building (Club, political, and religious purpose are not permitted), Institutional Building, Educational Building

B. Specific Exclusion:

(i) Residential Building:

(ii) Religious establishment

(iii) Political establishment

SCHEDULE II & III of KMDA`s LUDCP

SCHEDULE-II
(*See* para 8.1, 8.2, 8.3)

'A' CATEGORY INDUSTRIES

Food and Allied Products

1. Ice-cream, Kulpi and similar products.
2. Pickles, Chutney, Jam, Jelly, Squash, Sauce, Vinegar and similar products.
3. Bakery products (using electric oven).
4. Confectionery and Condiments.
5. Grinding and processing of Wheat, Rice, Spices and similar edibles (using up to 10 h.p. motor).
6. Fruit and Vegetable processing and preservation.
7. Aerated water.
8. Vadi, Papad and similar products.
9. Food products of all types including Fast Food, Snacks, Sweetmeat and similar products.

Textile and Hosiery

1. Embroidery and Hand Knitting.
2. Knitted Garments.
3. Block and Screen Printing.
4. Batik Printing.
5. Tailoring and Readymade Garments of all types.
6. Hosiery products.
7. Tag, Thread, Tape and similar products.
8. Bedding and Mosquito net.

Chemical and Allied Products

1. Agarbati, Candle Stick and similar products.
2. Wet-cell Battery.

Mechanical Engineering and Allied

1. Cycle, Cycle-Rickshaw, Hand and Animal drawn carriages, assembly and repair.
2. Two Wheeler and other Automobile repair and servicing.
3. Repair and servicing of Domestic Appliances.
4. Black and Tinny Smithy.

Leather Products

1. Shoe repairing—Cobbler
2. Fancy leather and other novelty items using leather.

Rubber Products

1. Tyre Retreading and repairing.

Paper Products

1. Paper conversion products.

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Electrical and Electronic Items

1. Repair, assembly and servicing of all types of electrical and electronic apparatus, appliances, equipment, components used for domestic purposes.
2. Computer Software Services.

Miscellaneous

1. Nameplate, Banner and Sign-boards.
2. Handicrafts.
3. Photo binding and Book binding.
4. Ornaments and Jewellery.
5. Photography Studio and Laboratory.
6. Xeroxing, Ammonia printing and Cyclostyling.
7. Musical instrument assembly and repair.
8. Laundry, Dry-cleaning and Dyeing.
9. Pan-masala and Bidi.
10. Furniture of all types except synthetic moulding.
11. Barbar Shop and Beauty Parlour.
12. Carpentry.
13. Toys and Dolls.
14. Pottery and Clay modelling.
15. Assembly and repair of Spectacle and Optical glass.
16. Printing press.
17. Assembly and repair of Watches and Clocks of all types.
18. Assembly and repair of Umbrella.
19. Repair of Type-writer.
20. Sports goods.
21. Rubber Stamp and Seal of all kinds.
22. Repair and assembly of domestic type sewing, knitting and similar machines.
23. Cutlery and Kitchen utensils.
24. Repair and servicing of Gas appliances such as cooking ranges and similar items.
25. Repair and assembly of locks of all kinds.

SCHEDULE-III
(*See* para 8.1 and 8.2)

'B' CATEGORY INDUSTRIES

Food and Allied Products

1. All edible oil except solvent extraction.
2. Dal and Rice Mill.
3. Bakery products.
4. Ice Making.
5. Dairy products.
6. Cattle and Poultry feed.

Textile and Hosiery

1. Wick of all types.
2. Braided elastic tape.
3. Cotton belting.
4. Belt lacing.
5. Sanitary napkin.
6. Surgical and Gauge bandage.
7. Handloom and Powerloom.

Chemical and Allied Products

1. Distilled water.
2. Perfumes and Cosmetics of all types.
3. Sealing wax.
4. Camphor tablets.
5. Ayurvedic hair oil (mixing process only).
6. Tooth powder (mixing process only).
7. Dry-cell battery.
8. Phenyl.
9. Washing powder and Soap.
10. Writing ink.

Mechanical Engineering and Allied

1. Light fabrication and sheet metal ball press job.
2. Machining units (including spares, component manufacturing only using up to 10 h.p. motor).
3. Heat treatment job.
4. Steel trunk.
5. Assembly units (using up to 5 h.p. motor).
6. Pressure stove and Wick stove.
7. Metal and Material Testing Laboratory.
8. F.R.P. products.
9. Spectacle frame.

Leather Products

1. Leather shoes, gloves, bags, chappals, purse and similar products.

Rubber Products

1. Rubber moulded and extruded products excluding reclamation of rubber and production of tyres, rubber solution containing mineral naptha.

Plastic Products

1. Extruded, Injection moulded, Blow moulded and Thermo-welded Plastic products (Using 230 V. power).
2. Thermo-welded Plastic products.

Paper Products

1. Carbon paper, other coated papers and laminated paper products.

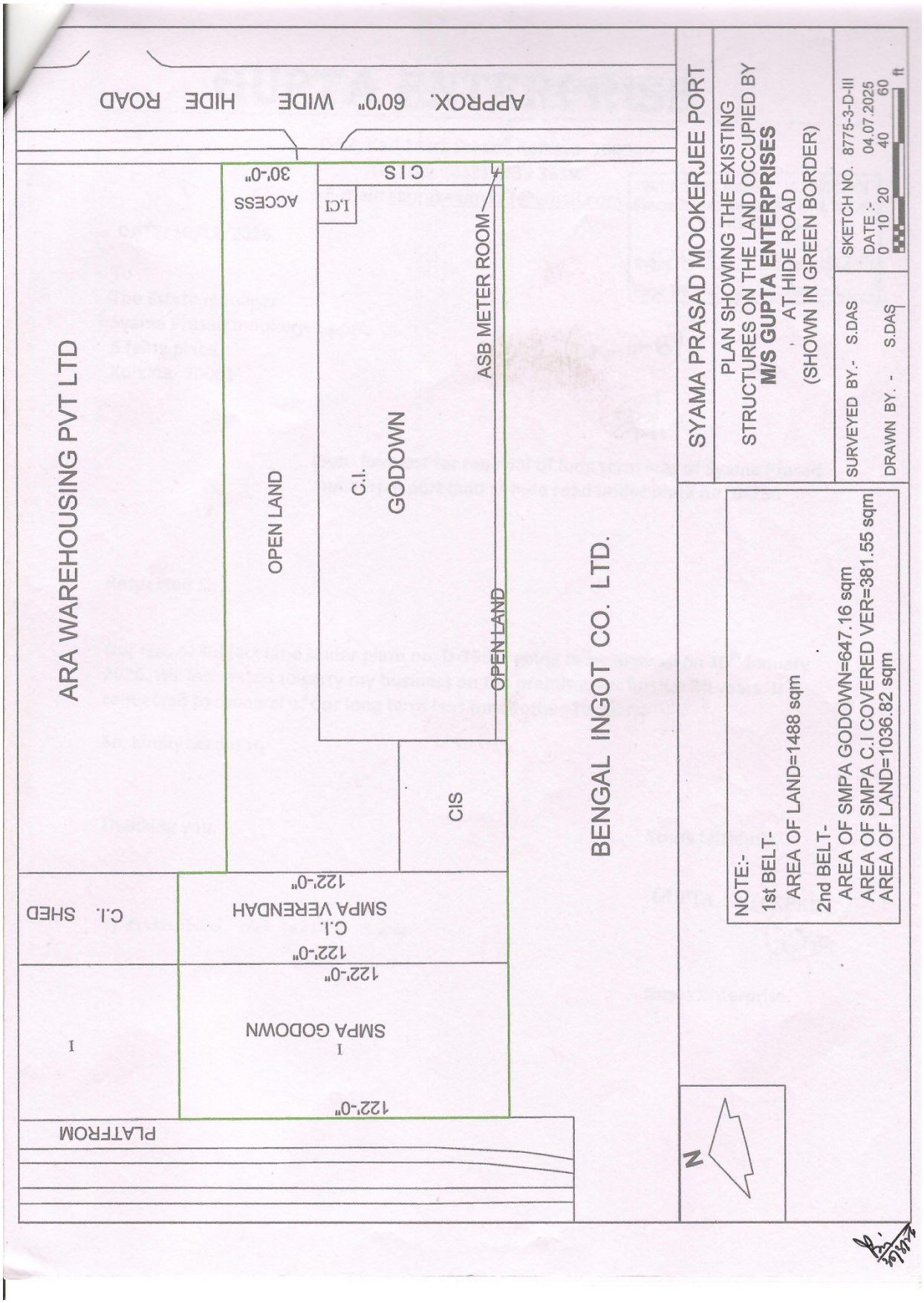
Electrical and Electronic Items

1. Repair and Servicing units of Industrial items.
2. Choke and fittings.
3. P.V.C. wire (domestic type)
4. All types of electric bulbs.
5. Electric stove and Heater (up to 3 K.W.).
6. Moulded plug with chord.
7. Fan.

Miscellaneous

1. Mosaic Tiles.
2. Ceramic, glass ware and similar products.
3. R.C.C. Jalli, ventilator, grill, grating, rainwater pipe and similar items.
4. Stationery items like ball point pen, fountain pen, pen nibs, pen holders, pencils, pencil sharpeners, paper pin and similar products.
5. Wire brush, painting brush and hair brush.
6. Brushes of natural bristles.
7. Electroplating and Galvanizing.
8. Adhesive paste.
9. Coir making and Carpet weaving.
10. Artificial plants.
11. Scientific and Stationery instruments and equipment.
12. Cufflinks, tie pins, buttons, buckles, hair pin, hair clip, hair band of all types and similar products.
13. Metal castings.

Sketch of Plot



The addendum/addenda should also be read along with the following checklist					
Sl. No.	**Payment/ Document particulars**	**Mode of Payment or submission**	**Points to check**	**Requirement as per Tender**	**Submission by bidder**
1	**EMD**	HDFC e-payment link only https://www.mstcecommerce.com/auctionhome/kopt/index.jsp	Upload Transaction receipt	☑	☐
		Only Bank Gurantee/Demand Draft (Both online submission and offline hardcopy submission)	Applicable (as per Appendix-I or clarification/ addendum of tender document)	☑	☐
			Not pplicable (as per Appendix-I or clarification/ addendum of tender document)	☒	☐
2	**Tender Fee**	HDFC e-payment link only https://www.mstcecommerce.com/auctionhome/kopt/index.jsp	Upload Transaction receipt	☑	☐
3	**Networth Certificate**	Online only	Format same as per Tender Document (Appendix-III)	☑	☐
			Correct NIT No.	☑	☐
			Correct Financial Year	☑	☐
			Possession of TAN duly mentioned in the certificate	☑	☐
			UDIN properly mentioned in the certificate	☑	☐
			Networth amount same as networth certificate mentioned in UDIN certificate	☑	☐
			Signature of Statutory Auditor	☑	☐
			If Chartered accountant is the auditor, submit a declaration in separate letter head	☑	☐
			Signature of bidder	☑	☐
4	**Copy of original TAN Allotment letter**	Online only	If applicable	☑	☐
			If Not pplicable	☒	☐
			If lost/misplaced (Submit declaration during online bid submission that the copy of original TAN allotment letter will be submitted before alotment, if successful)	☑	☐
5	**Copy of PAN Card of the bidder**	Online only	Ensure bidder's pan card is submitted	☑	☐
6	**ITR acknowledgement**	Online only	Financial year shall be same as sought in Annexure-IV of the Tender Document	☑	☐
7	**APPENDIX - II (Estate Port Dues as on the date of this N.I.T.)**	Online only	Correct NIT No.	☑	☐
			Duly filled	☑	☐
			Signature of bidder	☑	☐
8	**Cancelled Cheque**	Online only	Is in the name of the bidder	☑	☐
9	**Appndix-I**	Online only	Correct NIT No.	☑	☐
			Signature of the bidder in both the pages	☑	☐
10	**Partnership Deed/MoA & AoA**	Online/Offline	Signature of bidder on all pages	☑	☐

Sl. No.	Payment/ Document particulars	Mode of Payment or submission	Points to check	Requirement as per Tender	Submission by bidder
11	**Board Resolution for authorized signatory in favour of the person to sign the tender document on behalf of the company**	Online only	In case the paid-up capital of the company participating in the tender is up to Rs.10 Cr, the Board Resolution should be certified by the Director(s) for the purpose of the aforesaid authorization.	☑	☐
			In case the paid-up capital of the company participating in the tender is more than Rs.10 Cr, the Board Resolution should be certified by the Company Secretary of the company for the purpose of the aforesaid authorization.	☑	☐
12	**Power of Attorney authorizing the signatory of the tenderer if any**	Online only	Format same as per Tender Document (Appendix-VIII)	☑	☐
			Signed by all the partners/directors of the firm/company	☑	☐
13	**Joint Bidding Agreement (JBA) for Bidders forming JV or Consortium for the Project**	Online only	Format same as per Tender Document (Appendix-VI)	☑	☐
			Signature of all the members of consortium on all pages of JBA	☑	☐
14	**Power of attorney (regarding authorisation of lead member) in case of consortium/joint venture**	Online only	Format same as per Tender Document (Appendix-VII)	☑	☐

Note:- i) This checklist is for guidance only. Ticking or marking items does not confirm actual submission. Only documents submitted in the designated mode alongwith the bid will be considered during scrutiny for techno commercial qualification.
Ii) In case of Consortium, each member shall submit the above documents seperately.