

Notice 2
CLARIFICATIONS –CUM- EXTENSION NOTICE DATED 31.08.2018

Interested bidders are requested to take note of the following clarifications / amendments/modifications/addition in respect of the tender documents vide N.I.T. Nos. KoPT/KDS/LND/07-2018 to KoPT/KDS/LND/41-2018.

A. In respect of queries mentioned below which are applicable for tenders for 34 plots (tender for plot No. A 34 being withdrawn) ,:-

Sl. No.	Issue	Clarifications
1.	Whether the purpose mentioned as "Parking" will only allow the lessee to use the plot for parking of truck & lorries only for self use or also for use of the same belonging to any third party.	Parking will allow self use and also for use of the same belonging to any third party without conferring any right of possession to a third party user.
2.	For "Storage building" or "Warehousing" purpose, the tender terms (Page-17, SL. No. 3 in Annex. V) state that "warehouse can be used purely on temporary basis by the lessee for storage of goods of the 3 rd party". In the light of the above, following queries have been received:- (i) Can a body proposing to operate under the aegis of Calcutta Tea Traders Association use it for storing Tea under the Tea Auction system which is governed by Tea Board of India? (ii) What exactly is meant by "purely on temporary basis"?	Permitted as long as it is used as a warehouse without sub-lease.
3.	Are "Warehouse" and "Storage building" as mentioned in the tender one and the same or different?	Yes.
4.	In the tender, there are definitions of different types of building like "Mercantile" building, "Assembly" building etc. (i) To which category of building does "Mall" belong? (ii) Whether involvement of different agencies in the "Mall" shall be construed as subletting (in such case, no "Mall" can be operated in the port land)? (iii) Similarly, how use of port land for "Marriage"/ "Community"/ "Conference" hall, "Food park / plaza" shall be treated by KoPT?	(i) Assembly & Mercantile Building (ii) Mall can be operated in Port Land. Detailed Terms & Conditions of operating a Mall given as Appendix VIII attached herewith at page-7 of this Notice. (iii) Assembly Building.
5.	Can plot No. A6 at Gravel Siding, erstwhile occupied by Nepal Carriers be used for the purpose of "Automobile car Service and Stock yard"/ "Petrol Pump"?	At Plot no A6 "Automobile car Service and Stock yard" are allowed. Petrol Pump is not allowed.

Sl. No.	Issue	Clarifications
6.1	A prospective bidder wants to construct Car Showroom (for car dealership business/-) -cum- car service center (car workshop for repairing of cars) at plot No. A19. (i) Which category of building shall the same belong to out of the list given in appendix IV of the tender document for the above mentioned purpose? (ii) Whether such purpose shall attract 35% extra above the ARR? (iii) Can the above be used for personal car?	(i) In plot no A19 Car Showroom -cum-car service center is allowed. The category is Mercantile & storage. (ii) Yes. (iii) The question does not make sense.
6.2	How much fees shall KoPT charge in case of the leased plot is mortgaged to the bank for taking loan?	0.167 X Annual Rent at SoR + GST as applicable.
6.3	Is a lessee required to pay Municipal tax every year separately in case of payment of rent on upfront basis?	Yes (As a percentage on the rent payable every year).
7.	Can the plot be used for manufacturing unit for which either clearance from pollution control board is not needed or the lessee is confident of obtaining clearance from pollution control board?	It is allowed for tender plot Nos. A2, A24 & A27 for purposes as listed in Schedule II & Schedule III attached herewith at page-8 & 10 respectively.
8.	Under what category of purpose Commercial/ community kitchen will fall ?	Assembly Building.
9.	Can EMD be deposited in the form of B.G?	No.
10.	Whether B.G can be furnished as Security Deposit for the entire lease period?	No.
11.	Is J.V. / SPV allowed to participate in the tender? If yes, whether in that case, the networth of individual partner/ director will be considered?	No.
12.	What is the current Municipal Tax percentage?	20.25% in case of KMC; 20.125% for Howrah Municipal Corporation (HMC).
13.	Who will be responsible for maintenance of motorable road and drainage in & around the leased land?	KoPT will do the needful if the road is owned by KoPT, subject to getting support from all other authorities concerned including KMC/ HMC, as the case may be. If not owned by KoPT, the municipality concerned may be approached for this purpose by the lessee.
14.	(i) Will the land be handed over in free from encroachment condition even where there is encroachment?	(i) Yes. The actual area is jointly measured by KoPT and the successful bidder before handover of the plot to the lessee and in the event of any variation of the measured area from that indicated in the tender, rent is proportionately revised.

Sl. No.	Issue	Clarifications
	<p>(ii) What about encroachment after handover of possession? In other words, will KoPT render support to remove encroachment, if any, in future during the lease period?</p> <p>(iii) Whether KoPT will remove the encroachment in plots in and around Paharpur/ dhabitala?</p>	<p>(ii) The responsibility of keeping any plot free from encroachment lies with the lessee during the entire lease period and any encroachment during this period is attributable to the lessee.</p> <p>(iii) KoPT will look into this issue.</p>
15.	What is the validity period of Registration with MSTC?	One year, and then required to be revalidated.
16.	How FRR condition shall be interpreted / given effect to after expiry of 30 years' lease?	As will be guided by relevant provisions at the material time like Land Policy Guidelines of the Ministry.
17.	<p>GST is not mandatory for all categories of business. Also, there are business entities ready to pay GST even by sacrificing "Input Credit". They are not GST registered. Yet, possession of GST registration No. is required for registration with MSTC and as one of the eligibility criteria in tender.</p> <p>Is GST No. compulsory in case a bidder is ready to pay GST, even by sacrificing input credit?</p>	Possession of GST No. ceases to be mandatory. Irrespective of GST registration, a tenant needs to pay the GST component included in the bill raised by KoPT. It is for the tenant to claim input credit, if eligible.
18.	Whether Debit card/ Credit card of other persons can be used for payment of Tender Fee and EMD.	It is entirely the onus of the bidder concerned to remit tender Fee and EMD to act in accordance with the tender provision.
19.	Can individual person participate in the tender having requisite network?	The plots are commercial use and it is expected that the bidder will carry out some form of commercial activities in the leased plot. Even if an individual participates in tender, his/her participation should be supported by applicable documents as mentioned in Annexure –IV.
20.	Whether IT Return alone is sufficient or audited balance sheet/CA certificate is also a must for a new business for an individual?	If the business is less than one year from the date of instant NIT, then IT return along with other documents as mentioned in Annexure IV except Balance Sheet and Net worth certificate should be furnished. In this connection, the successful bidder will pay 3 (three) years Gross Annual Rent in the form of BG like in the case of Company as already prescribed under Annexure IV item (xi) (c). The word "Gross" may be incorporated before the word of Annual Rent in Annexure IV in sl. No. (xi) (c).

Sl. No.	Issue	Clarifications
21.	How is networth calculated for a proprietorship firm? Whether proprietor's capital invested in the firm or proprietor's individual networth shown in the balance sheet shall be considered to determine value of the same?	If a proprietorship firm participates in tender, the proprietor's capital in the firm + free reserves – intangible assets may be considered to determine networth of the firm.
22.	Whether value of fixed assets like land of a bidder shall be considered by KoPT while computing networth?	The formula of calculation of networth has been indicated in Annexure IV in Sl. No. (xi)
23.	Whether it is required to pay the cost of structures, when a lessee does not require such structures?	Irrespective of requirement or not, the lessee shall have to pay the cost of structures.
24.	In some plots in Ramkrishtopore Howrah, the approach road condition is very bad and difficult to access. The road belongs to KoPT and not HMC. Will KoPT repair the said road or not?	KoPT will extend support towards repair of the road to the extent it is necessary.
25.	How will KoPT ascertain the H1 / successful bidder in case of tie between highest rate of auction and highest Price Bid?	In case of tie in rates in the tender, auction will be held amongst those bidders who have offered tied (and highest) amount in Price Bid/Auction. For this purpose the tied Bid figure shall be the floor price for auction. Notice period for such auction shall not be less than three days
26.	Industrial and Educational buildings are shown to be under exclusion category in the present tender document. Does this mean that no plot shall be allotted for such use?	Educational buildings are excluded for all plots in this Tender. However, Industrial buildings are allowed at plot Nos. A2, A24 & A27 as per list in Schedule II & III (attached herewith at page-8 & 10 respectively).
27.	The Valuation table shown at Annex. V of the tender document does not display all the columns. The same may be given afresh.	Appended below as "Table 1" at page-5 of this notice.
28.	What type of document / format is required to be submitted by a HUF, just as a company is required to furnish MOA?	Documents required to be submitted by HUF is as follows: <ul style="list-style-type: none"> • HUF deed, if available. • PAN of Karta/ HUF.
29.	Whether repair / construction is allowed during the entire period of lease, if lessee's structure is damaged.	Yes. This is subject to receipt of the following by the lessee:- (i) NOC from KoPT and (ii) Permission from Corporation /Municipality as may be required.
30.	Whether jetty portion can be considered as part of the plot for TT SHED	The said plot bearing plot No.A 34 is hereby withdrawn. (see page-6 of this notice).

Sl. No.	Issue	Clarifications
31.	Is lease deed form (Appendix-II) to be submitted on line	No. The bidders are required to go through the attached format and put tick mark in the box as token of confirmation of having read the same and agreed to execute an agreement accordingly in the event of acquiring a plot on lease.
32.1	What will be the response to first time bidders while filling in Appendix-III online to indicate port dues?	Such bidders shall indicate "nil" dues in the format.
33.	Whether auction will be held for Single Bid also?	Single bid tender in the first occasion is liable to be discharged. However, auction shall be held in the event of receipt of single bid in the retender.
34.	Area of plot No. A13 vide NIT No KoPT/KDS/LND/19-2018	Correct area of marshy land is 3864.00 sq. m. instead of 3846.00 sq m as mentioned in Tender Document.

Table 1

Slabs	Percent
(a) On the first ₹5,00,000 of the asset as valued	0.154
(b) On the next ₹ 10 lakhs of the asset as valued	0.0616
(c) On the next ₹ 40 lakhs of the asset as valued	0.0308
(d) On the balance amount of the asset as valued	0.0154

B. In respect of other issues, the following amendments may be noted by the bidders for all 34 tenders, unless stated otherwise:-

Sl. No.	As already mentioned in the NIT	Amended as
1	Area of plot No. A13 vide NIT No. KoPT/KDS/LND/19-2018	Correct area of marshy land is 3864.00 sq. m. instead of 3846.00 sq m as mentioned in Tender Document.
2	Clause No. 7 in Annexure V at Page 18 of the tender document	The word "Appendix VII" at 5 th word at 4 th line of 1 st para to be deleted and replaced by "Appendix IV".
3	Clause No. 8 in Annexure V at Page 19 of the tender document	The word "Appendix VII" at 12 th word at 1 st line of the last para to be deleted and replaced by "Appendix VI".
4	Clause No. 2 (iii) in Annexure VI at Page 24 of the tender document	The word "Appendix V" at 10 th word of the only line of the last para to be deleted and replaced by "Appendix IV".

C. In respect of above 34 tenders, due dates have been further extended as per following schedule-

Sl. No	Events	Due dates as already mentioned in the NIT	Due dates as per Extension notice 1 dt.16.08.2018	Further Extended Dates
1	Last date and time of remittance of tender fee & Earnest Money Deposit by e-payment mode	Till 5 P.M. on 16/08/2018	31.08.2018	Till 5 P. M. on 12.09.2018;
2	Last date and time of submission of online Techno-Commercial Bid and price Bid at www.mstcecommerce.com/auctionhome/kopt/index.jsp	Till 5 P.M. on 17/08/2018	01.09.2018	Till 5 P. M. on 13.09.2018;
3	Last date and time of submission of hard copies of the listed papers into the specified box kept in the office of Estate Manager	Till 5 P.M. on 17/08/2018	01.09.2018	Till 5P.M. on 13.09.2018;

Plot No. A-34 against NIT No. KoPT/KDS/LND/41-2018 & E-Tender No. MSTC/ERO/KOLKATA PORT TRUST/56/ KOLKATA/18-19/ 12515 stands withdrawn. Hence, bidders are invited to submit offers for all the other 34 plots.

All other terms & conditions and Clauses as per original tender documents in respect of NIT Nos. KoPT/KDS/LND/07-2018 to KoPT/KDS/LND/40-2018 will remain same.

Estate Manager

APPENDIX VIII

TERMS & CONDITIONS FOR USE OF PLOT AS "MALL/FOOD PARK/PLAZA" BY TENDERER

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

(ii) 35% shall be loaded on the ARR if for any plot, there is even a single offer with Mall/Food Park/Plaza and in such case, the floor price for auction shall be 35% plus ARR.

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

(iv) 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 tenderer to KoPT will be guided as per Tender Conditions.

(v) KoPT 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 KoPT on any dispute whatsoever. In other words, the lessee shall be allowed to sublet exclusively for the sake of Mall / **Food park/Plaza 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.

(vi) 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.

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SCHEDULE-II

(APPLICABLE FOR PLOT NOS. A2, A24 & A27 ONLY)

'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. Confectionary and condiments.
5. Grinding and processing of wheat, Rice, Spices and similar edibles (using up to 10h.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, Sweatmeat and similar products.

Textile and Hosiery

1. Embroidery and Hand knitting.
2. Knitting 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 Animaldrawn 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.

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. Barber 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 the 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.

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SCHEDULE-III
(APPLICABLE FOR PLOT NOS. A2, A24 & A27 ONLY)

'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. FRP 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 naphtha.

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. PVC weir (domestic type).
4. All types of Electric bulbs.
5. Electric stove and Heater (up to 3 KW).
6. Moulded plug with chord.
7. Fan.

Miscellaneous

1. Mosaic Tiles.
2. Ceramic, glass ware and similar products.
3. RC.C. jail, ventilator, grill, grating, rain water pipe and similar items.
4. Stationary items like ball point pen, fountain pen, pen nibs, pen holders pencils, 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 Stationary Instruments and equipment.
12. Cufflinks, Tie pins, Buttons, Buck less, Hair pin, Hair clip, Hair Band of all types and similar products.
13. Metal castings.

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I have read and accepted the terms and conditions stated above in this notice
(NOTICE 2).
(Click Check Box to proceed further)