

ADDENDUM

Tender NIT Nos. KoPT/KDS/LND/03/2016 to KoPT/KDS/LND/13/2016

1. 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/03/2016 to KoPT/KDS/LND/13/2016.

1.1 Clarifications (Clause Nos. mentioned in the following table are applicable for all the 11 tenders, unless otherwise specified):-

Sl. No.	Page/ Chapter/ Clause Ref.	Issue	Clarifications
1.	'Format of Bid', Annexure II, Clause No. 2	Time of auction vis-a-vis opening of price bid.	<p>Auction is an activity to take place after</p> <p>(a) submission of bids (both Techno-commercial and Price Bids) within the scheduled date & time and then</p> <p>(b) selection of the techno-commercially qualified tenderers by KoPT on the basis of the techno-commercial bids submitted by the bidders.</p> <p>Price bids of the techno-commercially qualified tenderers shall be opened after completion of the auction amongst such selected bidders. Higher of the two, viz. the final bid in auction and that given in the price bid shall be the accepted highest bid for each bidder while ascertaining the successful bidder.</p>
2.	Annexure V, Clause No. 8 and Annexure VI, Clause No. 2	Whether usage of the plot for petrol pump warrants enhancement of annual base rent by 35% according to the to the words 'Mercantile building (retail)'.	Usage of any plot for the purpose of petrol pump shall require enhancement of the indicated annual reserve rent by 35% over the figure indicated in the tender document.
3.	Appendix V	Whether terms mentioned in the Lease Deed Form is to be read in conjunction with the terms mentioned in the main tender	<p>The referred form is merely a ready reference for the bidders. The said form was not drawn on the basis of terms of the instant tenders and hence, there may be mismatch between the two.</p> <p>As far as the instant tenders are concerned, final lease deed shall be executed by the successful bidders on the basis of the terms and conditions of the respective tenders.</p>

Sl. No.	Page/ Chapter/ Clause Ref.	Issue	Clarifications
		document and its other appendices. If so, how to interpret the relevant tender terms in the event of any conflict between the stipulations in the main tender document and such format.	
4.	Appendix VI	Whether it is mandatory for the tenderers having a number of units within their organizations, to declare the outstanding dues on behalf of their entire organization so as to qualify in the instant tenders.	<p>It may be appreciated that if any unit of any organization is not in a position to declare the same, it is more difficult for KoPT to conclude the same on its own.</p> <p>Accordingly, an entity participating in the tender is required to declare outstanding pertaining to and limited to that entity only.</p>
5.	Annexure VI, Clause No. 19	Whether any minimum lock-in period of lease can be guaranteed by KoPT to the lessees so as to protect their investment made until that point of time against the eventuality of taking back the demised plot prematurely by KoPT on the following	<p>The relevant clause of premature re-possession of the plot by KoPT is an unforeseen event for being applied under extreme emergency.</p> <p>It is due to this reason that there is neither any scope nor any need to amend this clause.</p>

Sl. No.	Page/ Chapter/ Clause Ref.	Issue	Clarifications
		specified grounds: construction or carrying out any works or otherwise for the development of the port or national interest using the same.	
6.	Annexure VI, Clause No. 17	What would be the fate of such plots, particularly during handover of the same to the successful tenderer, where encroachment within and / or obstruction to the approach / access to the plots is/ are noticed at present or plantation exists.	<p>It is KoPT's responsibility to handover the plot of land / structure / jetty etc, as the case may be, free from all encumbrances. In case, KoPT is not in a position to make the entire plot free from all such encumbrances, actual payable amount for the successful bidder shall be the prorata amount for the actual area to be handed over to them as would be arrived at on the basis of the accepted rate of the tender-cum-auction for the area as per the tender document.</p> <p>In the event of existence of plantation within the plot, the lessee shall have to address the issue from their end. In this regard, 'No-objection-certificate' shall be issued by KoPT.</p>
7.	Annexure VI, Clause Nos. 13 & 21	What are the existing formalities regarding construction within the plots by the lessees concerned, so far as necessity, expected time required and other important aspects of KMC's and / or KoPT's permissions	<p>KoPT will give 'No-objection-certificate' for construction by the lessees concerned within the demised plot after receipt of plan in order for the proposed construction on the plot concerned by the lessee and formal approval for construction shall have to be taken from K.M.C. by the lessees concerned.</p> <p>Normally, 'No-objection-certificate' is issued by KoPT within one month from the date of receipt of the plan in order as stated above.</p> <p>However, pending receipt of statutory clearances, KoPT will not allow the lessee to commence any construction except boundary wall.</p> <p>KoPT is not in a position to comment on the time required by KMC to accord sanction to the plans as may be submitted by the lessee alongwith KoPT's 'No-objection-certificate'.</p>

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		are concerned. In this regard, what data (particularly how many approval given by KMC in last 5 years) can KoPT share with the prospective tenderers.	Neither any database is available with KoPT regarding actual number of sanction given by KMC nor can any such data be the basis for future assessment owing to several unknown factors.
8.	NIT	Whether a willing tenderer is required to submit bids for all the 92 plots together or it can be submitted for a selected one or any number of them as may be decided by the bidders.	Offer may be submitted for a selected one or any number of plots out of 92 plots / structures / jetty, as may be decided by the bidders.
9.	Annexure VI, Clause No. 6	Whether sub-lease and/or sub-letting is allowed for warehousing, as allowed in licence tenders.	If the purpose of a lease for any plot is warehousing, the lessee may store goods/ materials of third party. However, sub-lease and / or subletting is/are prohibited.
10.	Annexure V, Clause No.5	Clarification as to what is belting.	As stated in the relevant clause, first belt means area within 50 metres from the road, and 2 nd belt means area beyond 50 metres from the road. Here, 'road' in each case refers to the particular road, on the basis of which the annual reserve rent for any plot has been determined and incorporated in the tender document.
11.	Plot No. A52	Whether the said plot can be used for CFS purpose against the stipulated	KoPT has no objection if the said plot is utilized as CFS, subject to receipt of clearances by the lessee from the statutory authorities. It has already been mentioned in the tender document that the said plot can be utilized as Container Yard.

Sl. No.	Page/ Chapter/ Clause Ref.	Issue	Clarifications
		purpose including use for Container Yard.	
12.	Annexure V, Clause No. 6 and Annexure VI, Clause No. 17 (e)	Whether valuation done by any bidder for the existing structure, boundary wall etc (meant to be sold to the successful bidder) shall be accepted by KoPT, in supersession of those mentioned in the tender document.	No.
13.	Annexure V, Clause No. 7	Whether the gestation period of 24 months can be extended upto 36 months.	No. However, KoPT may consider extension of gestation period if the lessee can establish beyond doubt that delay was not attributable to them and such delay was beyond their control. In that event also, the tenure of lease period would not be extended at all.
14.	Annexure VI, Clause No. 2	Which purposes shall attract 35% extra, with particular mention as to warehousing as one such purpose. Whether canteen for the employees of the lessee is allowed irrespective of the purposes listed in the tender document.	The relevant clause may be referred to. Warehousing alone will not attract 35% extra, as already covered in the said clause. As far as canteen for the employees is concerned, this is permitted, if and only if such canteen serves the existing employees of the lessee, at any point of time.

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15.	Annexure VI, Clause No. 4	Whether construction of boundary wall is mandatory- can fencing be done.	Fencing is also allowed.
16.	Annexure I, Plot Details for plot Nos. B1 to B20	Whether in the event of selection of the existing occupant, the purpose of their existing use can be continued even where the listed purposes do not include the same.	Yes.
17.	Annexure I, Plot Details for plot Nos. B1 to B20	Whether the EMD amount can be revisited and reduced.	No.
18.	Annexure VI, Clause No. 13	Whether KoPT would offer assistance to the lessee in obtaining statutory clearances and compensate the lessee in case of non-receipt of statutory clearances.	<p>KoPT will issue no-objection-certificate to the lessee for the proposed plan of construction (if necessary, with modification), felling of trees etc. No other assistance shall, however, be rendered by KoPT.</p> <p>Since it is the responsibility of the lessee to obtain statutory clearances, KoPT will not compensate the lessee in any manner in the event of their failure in obtaining such clearances, wherever required.</p>
19.	Annexure VI, Clause No. 17 (e)	Whether in case of payment of cost of structures etc by the new lessee to the ex-lessee through KoPT, if so decided, any	KoPT has no reason to retain any part out of the amount to be paid by one party to another. However, cost of valuation to be paid to the valuer concerned engaged by KoPT, will be reimbursed by the new lessee to KoPT.

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		amount shall be retained by KoPT from the paid amount.	
20.	Annexure IV, Clause No. 9	Net worth	In case the net worth of any bidder as defined in the tender document is less than the required amount to qualify, the bidder shall have to furnish an additional undertaking towards agreeing to pay the lease rent on upfront basis as per formula enumerated in the tender.
21.		Systems inconvenience to read '&'	In case any bidder has any name containing the sign '&', the same may be entered as 'and' so that the systems of MSTC can read the name of the bidder conveniently.

1.2 Amendment / modifications (the Clause Nos. mentioned in the following table applicable for all the 11 tenders, unless otherwise specified):-

Sl. No.	Page / Chapter /Cl. No.	Existing	Modified / amended as under
1.	Annexure V, Clause No. 15(ii) and Annexure VI, Clause No. 17(ii) of N.I.T. Nos. KoPT/KDS/LND /03-2016 to KoPT/KDS/LND /13-2016	<p>15 (ii) The successful bidder shall have to accept the terms & conditions of the offer of licence and remit requisite Annual licence fee for 1st year, Security Deposit, post dated cheques for payable amounts in the subsequent years etc. within a period as specified in this tender document, failing which the offer shall stand cancelled and the Earnest Money deposited by the bidder shall stand forfeited.</p> <p>and</p> <p>17 (a) (ii) Advance annual rent (after being escalated @2.5 % per annum) plus applicable taxes [Service Tax and occupier's share of Municipal Tax on land only 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 supposed to be raised every year, duplicate bill(s) will have to be compulsorily collected by the lessee at their arrangement from the Bills Recoverable (BR) Section, Finance Department of Kolkata Port Trust 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).</p>	The successful tenderer shall be required to formally accept the terms & conditions of the offer of lease and remit requisite Annual rent for 1st year / entire Upfront including Security Deposit, Advance Annual Token Rent, if applicable, cost of valuation, if any and 04 nos. of post dated cheques for payable amounts (for payment in annual fee mode) within a period as will be specified in the offer letter, failing which the offer shall stand cancelled and the Earnest Money deposited by the tenderer shall stand forfeited.
2.	Annexure VI, Clause No. 1(i)	<p>1. Lease:-</p> <p>(i) Lease Period: 30</p>	<p>1. Lease:-</p> <p>(i) Lease Period: 15 years</p>

	of N.I.T. Nos. KoPT/KDS/LND /13-2016	years without any option for renewal.	without any option for renewal.
3.	Annexure I, Plot No. A-56 Details of Plot A51 to A60 of N. I. T. No. KoPT/KDS/LND /11-2016.	Plot Area- 7358.00 Sq.m (1st belt - 4941.19, 2nd belt - 2416.81) Reserve Annual Rent (excluding tax) (in Rs.) 44,72,148/- [Sketch Plan No. 8663-2-D-I]	Plot Area- 6560.00 Sq.m (1st belt – 4,287.00 Sq.m, 2nd belt - 2,273.00 Sq.m) Reserve Annual Rent (excluding tax) (in Rs.) 39,71,739/- [Sketch Plan No. 8663-3-D-I] Fresh Sketch Plan attached.
4.	Appendix IX Plot Nos. A54, A56, A60, A64, A68, B12 Sketch plans of the plot of land concerned of N.I.T Nos. KoPT/KDS/LND /11-2016 , KoPT/KDS/LND /12-2016, & KoPT/KDS/LND /05-2016.	As attached with the original tender document	Fresh sketch plans for the plot Nos. A54, A56, A60, A64, A68, B12 are attached. The earlier sketch plans of the above mentioned plots, as attached with N.I.T Nos. KoPT/KDS/LND/11-2016, KoPT/KDS/LND/12-2016, & KoPT/KDS/LND/05-2016, may be treated as withdrawn.
5.	Annexure VI, Clause No. 10	If a lessee wants to surrender a plot of land within the scope of the instant tender, he may apply in writing to KoPT after giving due notice of 3 months. On expiry of the due notice period, KoPT will take back the plot of land. If a lessee wants to surrender the plot within one year from the date of handing over, lessee fee for the first year shall be retained by KoPT while SD as well as post dated cheques shall be refunded by KoPT after adjustment of all dues upto the date of surrender and on completion of handover and all allied formalities. In case of handover of the plot beyond completion of one year, post dated cheque(s) upto that completed year	Leased land may be surrendered to KoPT 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, KoPT 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, he will have to pay lease rent for 2 years. The lessee will get back upfront paid for the unutilised portion of the lease as per the following formula, in case the lease is granted on upfront basis:- The difference of <ul style="list-style-type: none"> • NPV of original lease period and • NPV of the enjoyed years of

		<p>shall also be payable in addition by the licensee. Example: In case of handover on 13th month of the licence period, the full yearly licence fee for the 2nd year shall also be payable. the lessee will get back upfront paid for the unutilised portion of the lease as per the following formula:- The difference of</p> <ul style="list-style-type: none"> • NPV of original lease period and • NPV of the enjoyed years of lease, <p>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 allotment. Note: In case of communication to KoPT to this effect during continuation of any particular year, KoPT shall retain payment for the whole year.</p>	<p>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 allotment.</p> <p>Note: In case of communication to KoPT to this effect during continuation of any particular year, KoPT shall retain payment for the whole year.</p>
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1.3 Addition: The following additional condition is to be read as part and parcel of the main tender document (applicable for all the 11 tenders):-

It is always before expiry of lease period or premature termination of the same that the lessee is entitled to the take away the structures/ boundary wall built by them during the period of lease. However, after expiry of the lease, any such property left by the lessee shall vest with KoPT.

2. This document is part and parcel of the original tender documents.

3. All other terms and conditions of the original tenders including the extension notice hoisted in the website remain unaltered. Accordingly, the following dates are stated below once again for the ready reference of the bidders:

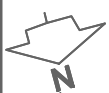
Last date of submission of EMD & tender fee	Upto 16-00 hrs. on 09.12.2016
Date of closing of online e-tender for 'submission of Techno-Commercial Bid & Price Bid'	Upto 16-00 hrs. on 14.12.2016
Date of closing of submission of hard copies of the listed papers to the Estate Manager	At 16-00 hrs. on 14.12.2016

Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	To commence after 16-00 hrs. on 14.12.2016
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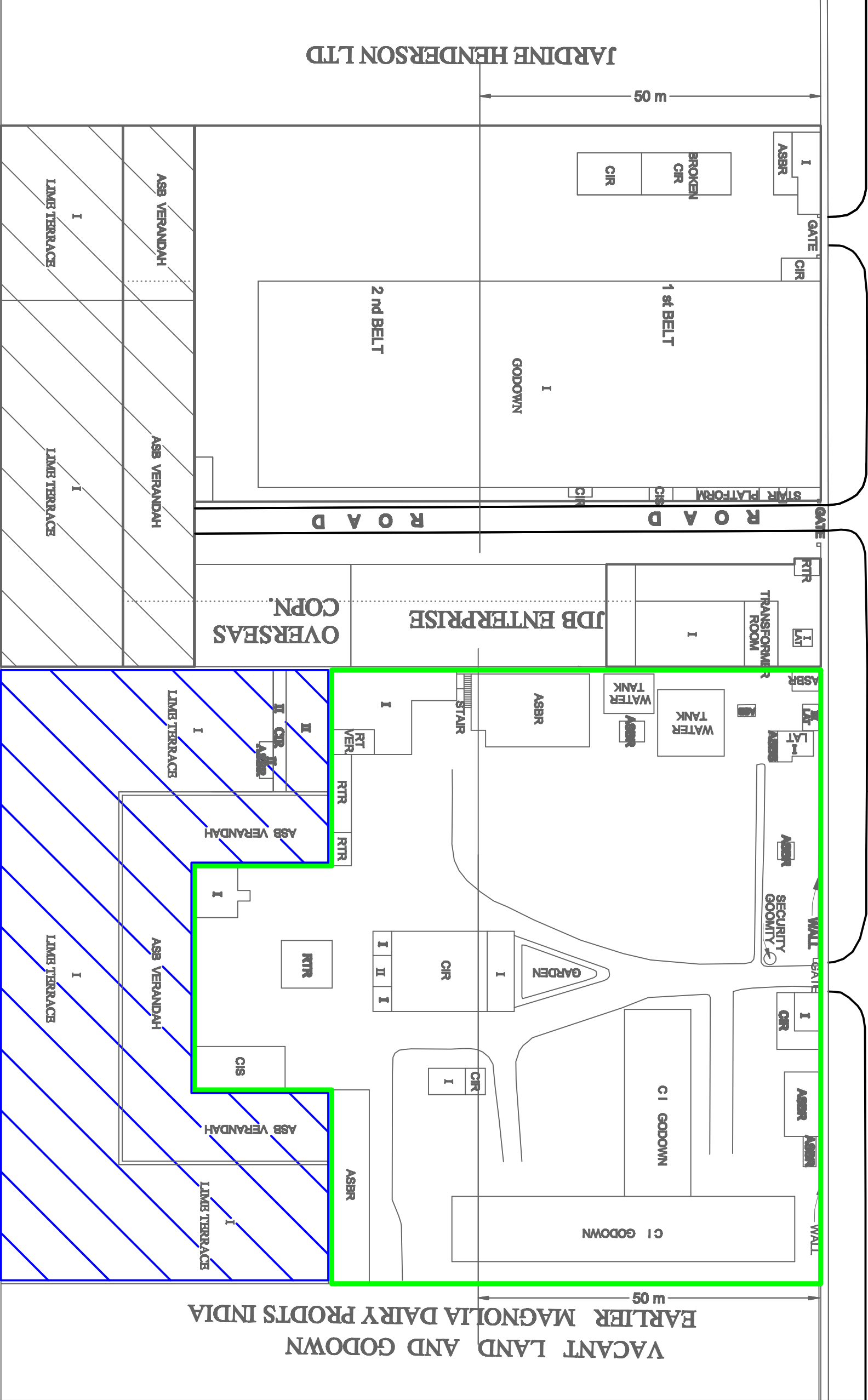
4. The revised sketch plans for plot Nos.A54, A56, A60, A64, A68, B12 are attached below.

Estate Manager
ESTATE DIVISION
GENERAL ADMINISTRATION
DEPARTMENT
KOLKATA PORT TRUST
15, Strand Road, Kolkata - 700 001
Tele- Fax No. 91-33-2210-7634
email address : sk.dhar@kopt.in

SKETCH NO.-	9632-1-D-II
SCALE-	1"=40'-0"
DATE-	11.03.2016



H I D E R O A D



PLAT FORM

PLAT FORM

THE BOARD OF TRUSTEES
OF THE PORT OF KOLKATA
VACANT LAND AND STRUCTURES
AT HIDE ROAD

AREA OF LAND = 7120 sqm.
(SHOWN IN GREEN BORDER)

KoPT's OWNED STRUCTURE-

AREA OF GODOWN = 2775 sqm.

AREA OF CI VERANDAH = 944 sqm.

(SHOWN IN BLUE HATCH)

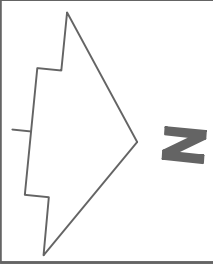
FOR TENDER PURPOSE
PLOT NO. A64

NOTE:-

1 st BELT AREA= 4524 sqm.

2 nd BELT AREA= 2596 sqm.

SURVEYED BY-I, BEJ
DRAWN BY-S.PARUA
SKETCH NO.- 9038-1-D-1
SCALE- 1"=40'-0"
DATE- 10.06.2016



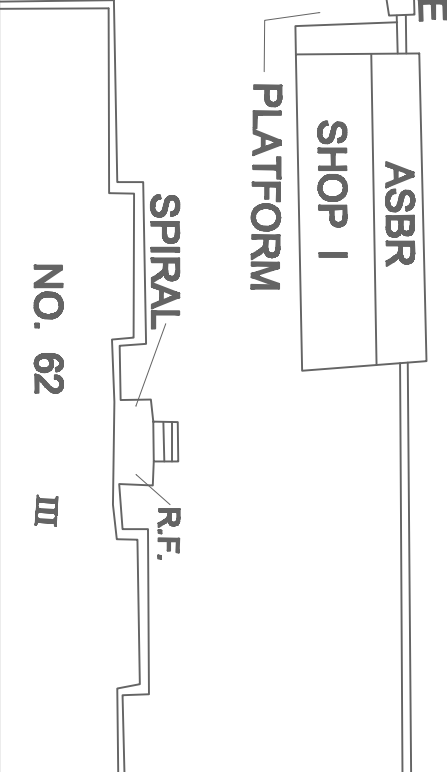
FOR TENDER PURPOSE ONLY
PLOT NO. A68

1ST BELT=1725 sqm.
2ND BELT=NIL.

CIRCULAR GARDEN REACH ROAD

NOTE:-

THE AREA WITHIN GREEN BORDER
IS FULL OF JUNGLE AND STAGED
WATER. THUS ACTUAL FIELD
MEASUREMENT COULD NOT BEING
CARRIED OUT.



THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA			
PLAN SHOWING THE EXISTING STRUCTURE ON THE LAND EARLIER KO P T WELFARE OFFICE AT C.G.R. ROAD AREA =1725 sqm.(APPROX.) SHOWN IN GREEN BORDER			
SURVEYED BY- I.BEJ	SKETCH NO. 9717-1-D-1		
DRAWN BY- S.PARUA	SCALE :- 1" = 40'-0"		
	DATE :- 08.06.2016		

