

### REPLY TO QUERIES (ANNEX-I)

Allotment of various plots of KoPT land at Haldia Township, Haldia on "as is where is" basis, on upfront rent basis for the different purposes through tender-cum-auction.

**TENDER NO. :** AD/E/T/Land/1402/ITUAL/3/2019 :: **E-Tender No. :** MSTC/ERO/HALDIA DOCK COMPLEX/15/HALDIA/19-20/20472

Sl. No.	Queries	Reply of HDC, KoPT
1.	For Plot No: 2A, Option-3 states (PAGE NO.-6): other commercial purposes (as a successful tenderer/bidder whether they can use the Plot as per their any type of requirements?)	Bidder has to specify the purpose of use of the plot concerned for which he is applying at Appendix-A (page no-42) of the tender document, in their techno-commercial bid. Tenderer shall have to quote rates over and above the corresponding rate of upfront rent depending of purpose of use applied for as indicated under item 1.1 of the tender document. The successful bidder shall have to utilize the land concerned as per their declaration in techno-commercial bid.
2.	Require Sub-lease right or lease hold interest on super built-up area to be built on the plot for the mentioned period.	No sub-lease /subletting or parting with possession of the leased land will be allowed [reference Clause 1.2 (iv)].
3.	Require mortgage right to mortgage the land to Financial Institutions for creation of fund to build leasehold interest.	Haldia Dock Complex / Kolkata Port Trust (HDCV/KoPT) may grant NOC for mortgaging of leasehold interest only in favour of reputed financial institutions / scheduled banks subject to HDC/ KoPT retaining the first charge on them and recovery of fees as will be decided by the competent authority of HDC/ KoPT.
4.	How EMD will be adjusted with final payment?	EMD will not be adjusted and will be refunded. For details Clause no. 3.6 (c) of the tender document may be referred to.
5.	Whether provision of installments can be introduced for Final payment.	Please refer to the Clause no. 3.12 of the tender document.
6.	15% administrative charge as Security Deposit on which amount.	Administrative Deposit @15% shall be on the Security Deposit amount [equivalent to 2 years rentals @ Re.1/- per sq. mtr. per year for the land concerned].
7	There is an Electrical Post in front of plot 2A, which have to be shifted or provide under ground cable for clearance of the front.	Existing overhead electric line / pole will not infringe the plot 2A and hence not require any shifting / making it underground.

8.	Clarification of termination of lease clause.	Query is not clear. However, regarding termination of lease, Clause no. 5.6 of the tender document and provisions of draft Lease Deed Form (Annexure-IV) of tender document may be referred to.
9.	Require clearance to set up WBSEDCL connection from nearest pole of WBSEDCL.	For taking power from WBSEDCL source successful bidder will have to approach WBSEDCL. For laying electric cable through HDC/ KoPT land, successful bidder will be granted way-leave permission on request at their cost and arrangement on payment of required way-leave charges as per prevailing SoR and acceptance to the standard terms and conditions of way-leave.
10.	Page no. 34 clause-8 of the tender document, there is a provision of rendering sub-lease right to the successful bidder with prior permission from the Authority. Hence, we can presume that the authority will render sub-lease right to the successful bidder following their terms and conditions.	<p>Clause-8 of the Lease Deed Form of the tender document as at page-33 inter-alia stipulates that no sub-lease or subletting or parting with possession of the leased land will be allowed. Hence the presumption that the authority will render sub-lease right to the successful bidder following their terms and conditions is not correct.</p> <p>Further, the said Clause-8 of the Lease Deed Form of the tender document as at page-33 stands amended and the revised clause may be seen as given in the Corrigendum issued against this tender.</p>

### Corrigendum (Annex-II)

<b>Clause no. (8)- " Transfer of lease" of draft lease deed of the Tender Document</b>	<b>As Amended</b>
<p>THAT the Lessee will not transfer / assign the demised land or the building or structures, if any, erected thereon or any part thereof, with anybody or with any organization without the prior consent of the Trustees. In case permission is granted it may be on such terms &amp; conditions as contained in the prevailing Land Policy Guideline issued by the Central Government and the Trustees may think fit. If permission is refused the Trustees should not be called upon to assign any reasons for such refusal.</p> <p>No sub-lease / subletting or parting with possession of the leased land will be allowed.</p>	<p>THAT the Lessee will not transfer / assign the demised land or any part thereof, with anybody or with any organization without the prior consent of the Trustees. In case permission is granted it may be on such terms &amp; conditions as contained in the prevailing Land Policy Guideline issued by the Central Government and the Trustees may think fit. If permission is refused the Trustees should not be called upon to assign any reasons for such refusal.</p> <p>Transfer / assignment of building or structure erected on the demised land or any part thereof with anybody or with any organization is not permitted.</p> <p>No sub-lease / subletting or parting with possession of the leased land will be allowed.</p>