

## CLARIFICATION / ADDENDUM DATED 07.01.2022

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. SMP/KDS/LND/18-2021 to SMP/KDS/LND/28-2021 dated 16.12.2021.

### **A. Clarification against query from the prospective bidders-**

<b>Sl. No.</b>	<b>Query</b>	<b>Clarification / Addendum</b>
1.	Under which category of purpose “Construction of guest houses, serviced apartments, and hotels” will fall.	Assembly Building May Pl. Refer Clause No.8 of Annexure –V of Tender Document for the respective plot
2.	(a) Whether Construction of office building will fall under the category of “Business building or Mercantile building”  (b) Whether like mall, food park, plaza, will subletting in respect of such office units is allowed & Whether additional fee is required for subletting for office complex.	(a) Under Business building (b) No subletting for office complex is allowed. May Pl. Refer Clause No.8 of Annexure –V of Tender Document for the respective plot
3.	Whether submission of Appendix-III is required if Port dues is not applicable for the bidder	Yes. Only to be mentioned “N.A”
4.	After expiry of lease period, whether FRR is applicable for a further period of 30 years or such other period as the authority may deem fit.	Will be guided by the prevailing Land Policy guideline at the material time.
5.	In case of mortgage of the leasehold interest in the land with the structures constructed by the lessee thereon, will the original lease deed be permitted to be deposited to / inspected by the concerned Bank/ Financial Institution?	If the copy of the original lease deed is required, the same may be provided by SMP. Kolkata.
6.	Whether any additional fee is required to be paid by the lessee in	Change of purpose of existing valid leased land may be permitted in case such change is in conformity with the land use plan and subject to payment of- (i) Higher rates for the new usage as existing in

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	case of change of purpose.	<p>the updated SoR, w.e.f. the date of change of purpose and</p> <p>(ii) Fees equivalent to revised lease rent of 06 months and applicable taxes ( without Municipal Tax)</p>
7.	Will the upward revision of SoR after 05 years be applicable in case of payment of lease rent and S.D on upfront basis?	Revision of SoR after 05 years will not be applicable in case of lease rent and S.D paid on upfront basis.
8.	What are the charges of for way leave permission for installation of pipelines/ conveyors, other service lines etc., if any?	<p>Way leave permission for installation of pipelines/ conveyors, other service lines etc through SMP, Kolkata estates outside the leased lands, is only required.</p> <p>(i) For the purpose way leave Charges, the area occupied by single pipe line shall be calculated based on the diameter and length of the pipeline. In case of multi-layer pipe line stacks, the physical area occupied by the multi-layer pipe line stacks shall be considered</p> <p>(ii) In case of underground pipes, if the users establish that the possession of surface area above ground cross-country pipelines is not physically with them, the area occupied by such pipelines shall be counted 50% of the product of diameter and length, for the purpose of levy of way leave charges.</p> <p>(iii) Rate will be prevailing SoR rate of the respective zone through which the pipeline is proposed to be laid</p> <p>(iv) Minimum diameter of the pipelines/ conveyors, other service lines etc will be considered as 250 mm for calculation of area</p> <p>(v) Payment to be made for 30 years on upfront basis.</p> <p>(vi) In addition to above 15% of cost of the work as proposed by the party concern shall have to be paid as supervision charges.</p> <p>(vii) Road restoration charges, if required, as assessed by the C.E , SMP, Kolkata , shall have to be paid .</p>
9.	what is the basis of calculation of transfer fees and other charges/ fees in case transfer of lease	<p>(a) In case of those lands which were originally given on lease on upfront rental basis the transfer as per extant laws may be allowed subject to the transferee agreeing to pay the following:-</p> <p>(i) An undertaking for payment of the upfront rental as calculated on pro-rata basis for the balance period; and</p> <p>(ii) A fee equal to 50% of pro-rata upfront rental</p>

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		<p>payable up to the time of transfer.</p> <p>(b) In case of those lands which were originally given on lease on annual rental basis</p> <p>(i) An undertaking for payment of the annual lease rental for the balance period; and</p> <p>(ii) A fee equivalent to 50% of the total lease rent payable by the original lessee up to the time of transfer.</p>
10.	Will the existing structure have to be kept unaltered by the lessee, during the entire tenure of lease?	No.
11.	What is the basis and formula for calculating the NPV?	May pl. refer clause No. 10 of Annexure – VI of Tender Document for the respective plot.
12.	What is the basis of calculation of upfront payment in case of tender invited on annual rent basis?	In this context may pl. refer Clause No.14 of Annexure – VI of Tender Document for the respective plot
13.	In the event, the escalated rent is less than the prevalent SoR , does the lessee have to pay the annual rent as per the prevalent SoR + the annual escalation @2.5% for the previous year.	May pl. refer Clause No. 16 of Annexure – VI of Tender Document for the respective plot.
14.	<p>Will the prevalent SoR have any impact on the upfront rent already paid in full and on the yearly token rent that is already subject to an escalation @2.5%.</p> <p>If yes, how will the same be calculated and when shall it become payable by the lessee.</p>	May pl. refer Clause No. 16 of Annexure – VI of Tender Document for the respective plot
15.	If the highest offered rate of the bidder is greater than revised SoR rate, the bidder will have to pay the bid amount or the rate as per revised SoR.	May Pl. Refer Clause No.9 of Annexure –VII of Tender Document for the respective plot
16.	Will the lessee be permitted to offer for sale the newly	No. only in case of Termination of Lease in the National Interest or in the interest of the public, The Trustees may,

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	constructed structures by the lessee to lessor. If yes, what will be the procedure for determination of cost.	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 be payable by the Port.  May pl. refer clause No.18 of Annexure – VI of Tender Document for the respective plot
17.	When EMD can be deposited	After pre-bid meeting, tender will be activated and then only EMD& Tender Fee can be deposited
18.	Is it possible to pay 3 years rent at a time? If yes, any discount is applicable and whether SD is required to pay	No
19.	To whom to submit the plan for new structure	SMP, Kolkata for NOC only.
20.	Whether plot will be cleaned before handover	Tenders are invited on “as is where is” basis and it is the responsibility of the successful bidder to clean the allotted plot after handover.
21.	Whether permission for removal existing structure is required or not	No.
22.	Whether any previous outstanding liabilities, if, any, shall be borne by the new lessee.	No
23.	Whether the new lessee needs to be obtain the prior approval from KMC for new construction	For new construction NOC to be issued by SMP, Kolkata on submission of drawing and other relevant document. After obtaining NOC from SMP, Kolkata, prior approval from KMC shall required to be obtained by the prospective lessee at their own cost & initiative.
24.	Is there any prohibition of construction of building in 1 <sup>st</sup> & 2 <sup>nd</sup> belt	No
25.	Is there any additional 35% premium above the reserve price as quoted in the tender applicable for Mall/food park/ plaza or	No

Sl. No.	Query	Clarification / Addendum
	Mercantile purpose?	

### **B. Amendment-**

Clause No. 16(a) (ii) & 16(b) (ii) of Annexure – VI are hereby withdrawn from the all 11 Nos.tenders against NIT Nos. SMP/KDS/LND/18-2021 to SMP/KDS/LND/28-2021 dated 16.12.2021 and rest all other terms & conditions and Clauses as per original tender documents will remain the same.

### **C. TENDER ID FOR 11 Nos. Tender-**

PLOT NO.	E-TENDER No.	Tender ID	EMD (in Rs.)	Tender fee (in Rs.)
A1	MSTC/ERO/KOLKATA PORT TRUST/28/KOLKATA/21-22/24313	2431301	660431	590
A2	MSTC/ERO/KOLKATA PORT TRUST/29/KOLKATA/21-22/24314	2431401	614117	590
A3	MSTC/ERO/KOLKATA PORT TRUST/30/KOLKATA/21-22/24315	2431501	240544	590
A4	MSTC/ERO/KOLKATA PORT TRUST/31/KOLKATA/21-22/24316	2431601	178914	590
A5	MSTC/ERO/KOLKATA PORT TRUST/32/KOLKATA/21-22/24317	2431701	1182210	590
A6	MSTC/ERO/KOLKATA PORT TRUST/33/KOLKATA/21-22/24318	2431801	84394	590
A7	MSTC/ERO/KOLKATA PORT TRUST/34/KOLKATA/21-22/24319	2431901	4784	590
A8	MSTC/ERO/KOLKATA PORT TRUST/35/KOLKATA/21-22/24320	2432001	10564	590
A9	MSTC/ERO/KOLKATA PORT TRUST/36/KOLKATA/21-22/24321	2432101	7032	590
B1	MSTC/ERO/KOLKATA PORT TRUST/37/KOLKATA/21-22/24322	2432201	339608	590
B2	MSTC/ERO/KOLKATA PORT TRUST/38/KOLKATA/21-22/24323	2432301	21739	590

**Accordingly, prospective bidders are now requested to remit Tender Fee & EMD till 5PM of 20.01.2022 and submit bid till 5PM of 21.01.2022.**

The above clarifications / amendments/modifications/addition will be the part of the original NIT of the respective tenders against NIT Nos. SMP/KDS/LND/18-2021 to SMP/KDS/LND/28-2021 dated 16.12.2021.

Estate Manager (I/C)