

CLARIFICATION / ADDENDUM DATED 12.05.2023

Interested bidders are requested to take note of the following clarifications/ amendments/ modifications/ addition in respect of the tender documents against N.I.T. Nos. **SMP/KDS/LND/15-2023** to **SMP/KDS/LND/42-2023** dated **31.03.2023**

A. Clarification against query from the prospective bidders:

Sl. No.	Query from Prospective bidder	Proposed Clarification
1.	Whether SMP Kolkata allows the successful bidder to demolish the existing structure after receiving the valuation cost etc and to sell the debris out of demolition of existing structure	Yes
2.	Whether SMP Kolkata allows the successful bidder to construct a new structure/ repair of existing structure on the allotted plot	SMP Authority will only issue NOC for new construction if the premise is allotted as land and if allotted as structure, only repair is allowed. It is the responsibility of the lessee to obtain permission from the Municipal authority for new construction / renovation of existing structure at their own cost and initiative. May pl. refer Clause No.8 of Annexure-VI of the respective Tender Document
3.	In case, the successful bidder intends to construct a weigh bridge for commercial purpose along with the existing godown remaining intact or construction of a new godown along with a weigh bridge thereat, shall such purpose be allowed by SMP, Kolkata? In such a case, shall there be any change in annual rent for the entire land or a portion (where a weigh bridge is constructed) of the land?	May pl. refer the clause of Change of purpose vide Clause No.2 of Annexure-VI of the respective NIT.
4.	Does the plot no.13/23A, will attract 35% extra on on the updated SoR/ARR	ARR for the plot No. 13/23A was fixed according to the allowable purposes as mentioned in Annexure-I of the said tender and no further enhancement will be made on account of 35% extra for permitted commercial use as specified in tender.
5.	What will be the procedure, if Copy of TAN Registration original Certificate is	Please refer ClauseNo.9 (viii) (b) (i) of Annexure-V of the tender document of the

Sl. No.	Query from Prospective bidder	Proposed Clarification
	misplaced or lost, –	respective NIT.
6.	Whether liability for payment in respect of any previous dues on account of rent, electricity, Govt. dues, corporation dues etc will lie on the successful bidder in any vacant plot.	No
7.	Whether peaceful possession of land will be handed over	Yes
8.	Can full amount of EMD be paid in BG form/Fixed Deposit form?	Pl. refer Annexure-I of the respective plot in this regard.
9.	If at the entrance or inside the plot, any trees are present then the permission to remove the same shall be given by you or other department (kindly mention)?	Permission to remove any trees from the allotted plot is the responsibility of lessee with due permission from the concerned authority like Environment, Forest.
10.	If the entrance to the plot consists of common spaces and if the nearby occupiers are causing hindrances like deliberate parking in front of the entrance or construction of public washroom. Then who will deal with such issues?	As per NIT, land is put to tender on “as-is-where-basis” and all such cases will be dealt with as per extant Land policy guide line.
11.	Whether free access shall be assured by SMP, Kolkata	SMP, Kolkata will allot the plot with free access. It is the responsibility of the lessee to maintain the said access from any encroachment etc after allotment.
12.	Whether arrangements for Sanitation/electricity facilities shall be done by SMP, KOLKATA If not, then will you give us NOC or authorise us to get the same arranged.	SMP Authority will only issue NOC, if required, for electricity, water supply, etc. It is the responsibility of the lessee to obtain permission from the competent authority like Municipal Corporation, CESC, WBSEB as the case may be for those purposes at their own cost and initiative.
13.	Whether access of the plot No.19/23A Land is from Remount Road or Dhobighat Mazdoor Lane beside Kantapukur Morgue	Access of the Plot No.19/23A is through a road connected with Remount road and the same falls under SoR zone 12(a).[refer sketch plan attached with the tender document of plot No.19/23A]
14.	Condition of Dhobitala Mazdoor Lane Road is very bad and become pathetic in rainy period -necessary work require before start of rain	Action will be taken as per requirement
15.	Whether subletting is allowed	No sub-lease/ subletting or parting with

Sl. No.	Query from Prospective bidder	Proposed Clarification
		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. May pl. refer Clause No.6 Of Annexure-VI and Clause No.8.9 & 8.10 of Annexure-V of respective NIT.

B. Amendment

(i) Prospective bidders may kindly note the following changes

Sl.No.	Existing Clause	Amended Clause
	<p>FOR NIT No. SMP/KDS/LND/21-2023, dated 31.03.2023 and e-tender No. MSTC/ERO/KOLKATA PORTTRUST/7/KOLKATA/23-24/652 <u>(i) IN PARA-1 OF PAGE NO.1</u> <u>Tender Document mentioned as</u></p> <p>E-Tender under two-part system (Part I: Techno-Commercial Bid and Part II: Price Bid) for “Allotment of Vacant Land at Remount Road, beside Katapukur Morgue (earlier allotted to Indian Railways Corporation), being plot No. 19/ 23A, 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 willing bidders.</p> <p><u>(ii) IN Colunn-II OF Annexure-I of Tender Document mentioned as</u> Vacant Land at Remount Road, beside Katapukur Morgue (earlier allotted to Indian Railways Corporation) Latitude-22.52453E Longitude-88.31883N</p>	<p>FOR NIT No. SMP/KDS/LND/21-2023, dated 31.03.2023 and e-tender No. MSTC/ERO/KOLKATA PORTTRUST/7/KOLKATA/23-24/652 <u>(i) IN PARA-1 OF PAGE NO.1</u> <u>Tender Document will be as follows-</u></p> <p>E-Tender under two-part system (Part I: Techno-Commercial Bid and Part II: Price Bid) for “Allotment of Vacant Land at Remount Road, beside Katapukur Morgue (earlier allotted to Indian Roadways Corporation), being plot No. 19/ 23A, 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 willing bidders.</p> <p><u>(ii) IN Colunn-II OF Annexure-I of Tender Document will be as follows-</u> Vacant Land at Remount Road, beside Katapukur Morgue (earlier allotted to Indian Roadways Corporation) Latitude-22.52453E</p>

		Longitude-88.31883N
2	For NIT No. SMP/KDS/LND/40-2023, dated 31.03.2023 against e-tender No. MSTC/ERO/KOLKATAPORT TRUST/26/KOLKATA/23-24/671 In Annexure-I Column V-ARR-Rs. 13,63,993/- Column IX- (i) – EMD- Rs.22,73,322/- through HDFC Payment Gateway	For NIT No. SMP/KDS/LND/40-2023, dated 31.03.2023 against e-tender No. MSTC/ERO/KOLKATAPORT TRUST/26/KOLKATA/23-24/671 In Annexure-I Column V-ARR-Rs. 13,58,348/- Column IX-(i) EMD- Rs.22,63,913/- through HDFC Payment Gateway

(ii) **Prospective bidders may kindly note that Tender for plot No.27/23A in respect of NIT No. SMP/KDS/LND/29-2023 dated 31.03.2023 against e-tender No. MSTC/ERO/KOLKATA PORTTRUST /15/KOLKATA/23-24/660 is hereby withdrawn due to some unavoidable circumstances.**

C. TENDER ID FOR 27 NOS. TENDERS:-

Plot No.	NIT No. SMP/KDS/LND/ dated 31.03.2023	E-TENDER No.	Tender ID
13/23 A	15-2023	MSTC/ERO/KOLKATAPORTTRUST/1/KOLKATA/23-24/646	64601
14/23A	16-2023	MSTC/ERO/KOLKATAPORTTRUST/2/KOLKATA/23-24/647	64701
15/23A	17-2023	MSTC/ERO/KOLKATAPORTTRUST/3/KOLKATA/23-24/648	64801
16/23A	18-2023	MSTC/ERO/KOLKATAPORTTRUST/4/KOLKATA/23-24/649	64901
17/23A	19-2023	MSTC/ERO/KOLKATAPORTTRUST/5/KOLKATA/23-24/650	65001
18/23A	20-2023	MSTC/ERO/KOLKATAPORTTRUST/6/KOLKATA/23-24/651	65101
19/23A	21-2023	MSTC/ERO/KOLKATAPORTTRUST/7/KOLKATA/23-24/652	65201
20/23A	22-2023	MSTC/ERO/KOLKATAPORTTRUST/8/KOLKATA/23-24/653	65301

Plot No.	NIT No. SMP/KDS/LND/ dated 31.03.2023	E-TENDER No.	Tender ID
21/23A	23-2023	MSTC/ERO/KOLKATAPORTTRUST/9/KOLKATA/23-24/654	65401
22/23A	24-2023	MSTC/ERO/KOLKATAPORTTRUST/10/KOLKATA/23-24/655	65501
23/23A	25-2023	MSTC/ERO/KOLKATAPORTTRUST/11/KOLKATA/23-24/656	65601
24/23A	26-2023	MSTC/ERO/KOLKATAPORTTRUST/12/KOLKATA/23-24/657	65701
25/23A	27-2023	MSTC/ERO/KOLKATAPORTTRUST/13/KOLKATA/23-24/658	65801
26/23A	28-2023	MSTC/ERO/KOLKATAPORTTRUST/14/KOLKATA/23-24/659,	65901
28/23A	30-2023	MSTC/ERO/KOLKATA PORTTRUST/16/KOLKATA/23-24/661	66101
29/23A	31-2023	MSTC/ERO/KOLKATA PORTTRUST/17/KOLKATA/23-24/662	66201
30/23A	32-2023	MSTC/ERO/KOLKATAPORT TRUST/18/KOLKATA/23-24/663	66301
31/23C	33-2023	MSTC/ERO/KOLKATA PORTTRUST/19/KOLKATA/23-24/664,	66401
32/23C	34-2023	MSTC/ERO/KOLKATA PORTTRUST/20/KOLKATA/23-24/665,	66501
33/23C	35-2023	MSTC/ERO/KOLKATA PORTTRUST/21/KOLKATA/23-24/666	66601
34/23C	36-2023	MSTC/ERO/KOLKATAPORT TRUST/22/KOLKATA/23-24/667	66701
35/23C	37-2023	MSTC/ERO/KOLKATA PORTTRUST/23/KOLKATA/23-24/668,	66801

Plot No.	NIT No. SMP/KDS/LND/ dated 31.03.2023	E-TENDER No.	Tender ID
36/23C	38-2023	MSTC/ERO/KOLKATA PORTTRUST/24/KOLKATA/23-24/669	66901
37/23C	39-2023	MSTC/ERO/KOLKATA PORTTRUST/25/KOLKATA/23-24/670	67001
38/23A	40-2023	MSTC/ERO/KOLKATAPORT TRUST/26/KOLKATA/23-24/671,	67101
39/23A	41-2023	MSTC/ERO/KOLKATA PORTTRUST/27/KOLKATA/23-24/672	67201
40/23A	42-2023	MSTC/ERO/KOLKATA PORTTRUST/28/KOLKATA/23-24/673	67301

- D.** Interested bidders are requested to note that format of Bank Guarantee (BG) as Annexure- V is attached herewith and are requested to submit duly filled in BG as per attached format for EMD as mentioned in Annexure-I of the respective NIT.
- E.** Interested bidders are requested to note that the Bank Guarantee Repository System(BGRS) for BG offered by ICICI Bank is to be introduced along with under noted clause-
“While issuing Bank Guarantee issuing applicant must mention receiver’s 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.”
- F.** In respect of above tenders as mentioned, tendering floor of MSTC will be activated for submission of EMD/Tender Fee and online bid on & from **16.05.2023**
- G.** Accordingly, prospective bidders are requested to **remit Tender Fee & EMD till 5 PM by 30.05.2023 and to submit bid till 5 PM by 31.05.2023**
- H.** All other terms & conditions of original NITs will remain same.
- I.** The above clarifications/ amendments/ modifications/ addition will be the part of the original NIT of the respective tenders against NIT Nos. SMP/KDS/LND/15-2023 to SMP/KDS/LND/42-2023 dated 31.03.2023 and extension notice dated 11/05/2023.

Sd/-
Estate Manager (I/C)

Annexure - V

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

To
The Board of Port Authority,
Kolkata.

BANK GUARANTEE

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 of20.....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”.