

## CLARIFICATION / ADDENDUM DATED 15.04.2024

Interested bidders are requested to take note of the following clarifications/ amendments/ modifications/ addition in respect of the tender documents against following N.I.T. Nos.

- (i) **SMP/KDS/LND/02-2024 to SMP/KDS/LND/03-2024 dated 20.02.2024,**
- (ii) SMP/KDS/LND/04-2024 dated 27.02.2024**
- (iii) SMP/KDS/LND/06-2024 to SMP/KDS/LND/37-2024 dated 27.02.2024**
- (iv) SMP/KDS/LND/38-2024 to SMP/KDS/LND/53-2024 dated 06.03.2024**

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

<b>Sl. No.</b>	<b>Bidder's query</b>	<b>Clarification</b>
1.	Whether Warehouse & storage services, can be used instead of Electric Vehicle Charging station for the plot No. 49/24(A)	May pl. refer Annexure-I of the respective NIT for purpose.
2.	<b>Whether Automobile Servicing, Multi-Level Car Parking (MLCP) for More Vehicles, Rest Rooms and Resting-Areas, Shed for Solar Panels on the Roof, Meeting cum training halls, Cafeteria or waiting lounge”</b> can be allowed along with allowed purpose “EV Charging Station.” for plot No.49/24(A) & 53/24(A)	Only for 53/24(A), Multi-Level Car Parking to accommodate more Vehicles, Shed for Solar Panels on the Roof and Cafeteria cum lounge <b>may be permitted along with Electric Vehicle Charging station.</b>  For 49/24(A), may pl. refer Annexure-I of the respective NIT for purpose.
3.	Whether office building purpose instead of Electric Vehicle Charging station can be permitted for Plot no.53/24(A)	No.
2.	Whether Automobile retail business, transport office, and other retail Shop Business activities can be allowed instead of Cafeteria, Restaurant, and Eating house. for	No

<b>Sl. No.</b>	<b>Bidder's query</b>	<b>Clarification</b>
	the plot No.29/24(A) are “	
3.	Approach road leading to the new land lease tender against Plot No.19/24(A) in Shalimar, specifically designated for the establishment of an 'Iconic Riverfront Cafeteria' is in a very bad shape with numerous potholes and damages rendering it hazardous for vehicular and pedestrian traffic. Request your immediate attention to this matter to initiate the necessary repairs to restore the approach road to a safe and functional condition.	Necessary action will be taken by SMP Kolkata to repair the road if existing condition requires repair.
4.	Whether existing encroachment, if any inside the tendered out plot will be cleared by SMPK before hand over the plot	Yes
5.	Whether 35% extra for Non – Industrial Uses is applicable for Public Charitable Trust, registered u/s 12A and holds certificate u/s 80G of the Income Tax Act, 1961	Yes
6.	Whether the lessee wants to inter change the company from LMN Pvt. Ltd. to another company, OPQ Ltd., can it be done(Its not a name change, its another company)? If yes, what will be the process?	May pl. refer Clause No.6 of Annexure-VI of the respective Tender Document
7.	What would be consequences if the construction couldn't be completed within a 2 year? Whether it can be extended? Will there be any appeal mechanism against estate manager? what will be the process if there has been any unfortunate delays in being able to finish construction/development of the land?	The matter will be dealt with as per provision of the then Land policy Guide Line
8.	At the end of the period of 30 years the lessee shall be required to demolish all constructed structures	As per existing Land policy Guide line For existing leases, at the time of expiry/termination of

Sl. No.	Bidder's query	Clarification
	<p>on the lease land or pay for demolition to the port trust. All structures at the end of 30 years shall become absolute property of port trust.</p>	<p>lease, the lessee shall remove all structures at his own cost under the following conditions:</p> <p>(a) Within three (3) months of expiry/termination, if Port decides not to re-auction that land;</p> <p>or,</p> <p>(b) Three months after tender-cum-auction, if the existing lessee was not successful.</p> <p>However, it requires mention that in future such issues will be dealt as per the then existing Land Policy Guidelines.</p>
9.	<p><b>Repossession for Port/national interest use:</b> (refer to tender invite part I, cl.17 &amp; draft Agreement recital on determination of lease for port purposes and cl.26) – the trust can take back the leased land with a 6 month notice period in the event that the trustees decide that the land is required for port use or for national interest. It is unclear as to whether there will be compensation for repossession(it is at the discretion of the trustees if they want to purchase the constructed building if any), what will be the mechanism, who will determine compensation (for loss of business and construction etc), will there be an appeal mechanism to reconsider decision of repossession or compensation</p>	<p>May pl. refer Clause No.17 of Annexure-VI of the respective Tender Document</p>
10.	<p><b>Approval of building plans:</b> (refer to cl.3 of draft agreement) – You will have to obtain prior written approval for every structure you build/alter on the plot so all building plans will essentially have to be approved by the Trust. It is not clear if there is a timeline within which the trust will have to provide this approval (so problematic if read with previous concern)</p>	<p>SMP, Kolkata will provide only NOC within 30 days after submission of application along with drawings. It is the responsibility of lessee to obtain approval from the respective statutory authority as per their own initiative and cost.</p>

<b>Sl. No.</b>	<b>Bidder's query</b>	<b>Clarification</b>
11.	The company name has changed from ABC Pvt. Ltd. to XYZ Pvt. Ltd. On April 23, can we apply in the name of XYZ Pvt. Ltd. and The net worth certificate would be in the name of ABC Pvt. Ltd., March 2023 where will apply in the name of XYZ Pvt Ltd	May be allowed subject to submission of supporting legal documents regarding change of Name of the company with due approval as per the provisions of the Companies Act 2013.
12.	Can the land be offered for a mortgage to get the loan? If yes what be the process?	SMPK will grant NOC for mortgaging of lease hold interest only in favour of reputed financial institutions / scheduled banks subject to SMPK retaining the first charge on them and recovery of fee as will be decided by the Board and other terms and conditions as per provisions of Land Policy Guidelines prevailing from time to time and directives of the Central Government in the matter as applicable.  Processing charges for issuance of NOC will be 1% of total land cost for the lease period or 1% of loan amount, whichever is higher.
13.	Whether Surrender of the plot will be at Market value or WDV for land and Constructed building?	May pl. refer Clause No.10 of Annexure-VI of the respective Tender Document
14.	In case of FRR plot, it is mandatory to pay EMD by FRR bidder	Yes
15.	Whether Bank Guarantee is allowed for submission of EMD	May pl. refer Column No. (IX) of Annexure-I of the respective Tender Document.
16.	Whether we can give Security Deposit through Bank Guarantee. Kindly clarify the same	May pl. refer Clause No.3 of Annexure-VI of the respective Tender Document
17.	As FRR bidder, want to know if we submit a bid & some other party submits a higher bid, is it compulsory for us to match the Highest Bidder. Kindly clarify the same	May pl. refer Clause No.13,14 & 15 of Annexure-VII of the respective Tender Document invited with FRR Rights
18.	If the process of retendering after expiring of 30 years lease is instantly overlapping, then we are safe along with our investments. What happens to the interim period, in case of delays from your side?	As per the existing Land Policy guidelines, the following procedure is followed at present in case of ROFR plots:-  “When the lease has expired and has no renewal clause,

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		<p>then the existing lessee to be eligible for taking part in the bid with Right of First refusal (ROFR) should clear all dues including the value of the lease rental determined as per the Schedule of Rent (SOR) rates prevailing from time to time since the period of expiry of the lease and date of Tender-Cum-Auction. When the delay in calling for tender is attributable to the port authorities no penalty/Interest should be charged from the lessee i.e. It should be based on single rate at the prevailing SOR from time to time. The reserve price for the tender would anyhow be the latest SOR. In the tender cum auction process the lease period should be reckoned Prospectively. If the existing lessee becomes the successful bidder in the tender-Cum-Auction, Then the intervening period should be regularized by the board.”</p> <p>However, it requires mention that in future such issues will be dealt as per the then existing Land Policy Guidelines.</p>

## **B. Amendment / Addendum**

### **1. Prospective bidders may kindly note the following Amendments-**

Sl.No.	Existing Clause	Amended Clause
1.	For NIT No.SMP/KDS/LND/10-2024 Annexure-I- Column-VIII Value of Structures to be paid by the Successful Bidder to Dhulichand Oil Pvt.Ltd, Earlier lessee	For NIT No.SMP/KDS/LND/10-2024 Annexure-I- Column-VIII Value of Structures to be paid by the Successful Bidder to the earlier Licensee, <b>M/s Dulichand Oils Pvt.Ltd</b>
2.	For NIT No.SMP/KDS/LND/06-2024 dated 27.02.2024,  NIT No.SMP/KDS/LND/30-2024 dated 27.02.2024,  NIT No.SMP/KDS/LND/31-2024 dated 27.02.2024,  NIT No.SMP/KDS/LND/32-2024 dated 27.02.2024 &	For NIT No.SMP/KDS/LND/06-2024 dated 27.02.2024,  NIT No.SMP/KDS/LND/30-2024 dated 27.02.2024,  NIT No.SMP/KDS/LND/31-2024 dated 27.02.2024,  NIT No.SMP/KDS/LND/32-2024 dated 27.02.2024 &

	<p>NIT No.SMP/KDS/LND/33-2024 dated 27.02.2024</p> <p><b>Sl. No.17 of Annexure-VII-</b></p> <p>As per the extant Land Policy Guidelines of the Ministry, SMP, Kolkata, is bound to obtain approval of the Ministry before allotment of land where cumulative lease period (i.e. existing/expired lease period + proposed lease period) is more than 30 years. Accordingly, for allotment of land in favour of any bidder enjoying the ‘<b>FIRST RIGHT OF REFUSAL</b>’, proposal would be forwarded to the Ministry after finalization of the tender, if that bidder enjoying the ‘<b>FIRST RIGHT OF REFUSAL</b>’ becomes the successful bidder. In that event, such bidder enjoying the ‘<b>FIRST RIGHT OF REFUSAL</b>’, would automatically be bound to extend the validity period of the offer, if required, and also accept any addition / alteration of the terms of the tender, if so made by the Ministry and communicated to SMP, Kolkata, in its approval.</p>	<p>NIT No.SMP/KDS/LND/33-2024 dated 27.02.2024</p> <p>Sl. No.17 of Annexure-VII- <b>Deleted</b></p>
3.	<p>For NIT No.SMP/KDS/LND/42-2024 dated 06.03.2024, Annexure-I, Column-I <b>Plot No.-41/24(A)</b></p>	<p>For NIT No.SMP/KDS/LND/42-2024 dated 06.03.2024, Annexure-I, Column-I To be Read as <b>Plot No.-42/24(A)</b></p>
4.	<p>For NIT No.SMP/KDS/LND/38-2024 dated 06.03.2024</p> <p>(i) Annexure-I, Column-VII To be furnished during uploading of pre-bid clarification</p> <p>(ii) Annexure-I, Column-IX(ii) DD or BG Amount be furnished during uploading of pre-bid clarification</p>	<p>For NIT No.SMP/KDS/LND/38-2024 dated 06.03.2024</p> <p>(i) Annexure-I, Column-VII To be read as Value of structure is Rs.45,500/-</p> <p>(ii) Annexure-I, Column-IX(ii) To be read as Rs. 4,550/- as DD/BG With a Validity of 06 months from date of NIT/ extensions if any</p>
5.	<p>For NIT No.SMP/KDS/LND/53-2024 dated 06.03.2024</p> <p>(i) Annexure-I, Column-VII To be furnished during uploading of pre-bid clarification</p> <p>(ii) Annexure-I, Column-IX(ii)</p>	<p>For NIT No.SMP/KDS/LND/53-2024 dated 06.03.2024</p> <p>(i) Annexure-I, Column-VII To be read as Value of structure is Rs.14,83,000/-</p> <p>(ii) Annexure-I, Column-IX(ii) To be read as Rs.1,48,300/-</p>

	DD or BG Amount be furnished during uploading of pre-bid clarification	as DD/BG With a Validity of 06 months from date of NIT/ extensions if any
6.	For NIT No.SMP/KDS/LND/53-2024 dated 06.03.2024 Annexure-I, Column-VI- Electric Vehicle Charging station	For NIT No.SMP/KDS/LND/53-2024 dated 06.03.2024 Annexure-I, Column-VI- Electric Vehicle Charging station along with allied purposes such as Multi-Level Car Parking to accommodate more Vehicles, Shed for Solar Panels on the Roof and Cafeteria cum lounge

- C. Interested bidders are requested to take note that **Schedule II&III of KMDA LUDCP in respect of allowed purpose as Light Industries is attached below of this notice.**
- D. **For plot No.19/24A against NIT No. SMP/KDS/LND/19-2024** having purpose as “Iconic Riverfront Cafeteria”, the lessee would have to submit a concept plan for “Iconic Riverfront Cafeteria” and shall get an NOC from the Civil Engineering Department, SMPK.
- E. TENDER ID FOR 53 NOS. TENDERS-**  
Tender ID of all the tenders against NIT No. SMP/KDS/LND/02-2024 to SMP/KDS/LND/54-2024 will be as follows-
- Last five digit of e-tender No. of the respective tenders followed by 01. E-tender no. is available at page-1 of each tender document.**
- Example-  
If e-tender No. is MSTC/ERO/KOLKATA PORT TRUST/146/ KOLKATA/ 23-24/50253, then, Tender ID will be 5025301.
- 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 **16.04.2024**
- G. Accordingly, prospective bidders are requested to **remit Tender Fee & EMD till 5 PM by 25.04.2024 and to submit bid till 5 PM by 26.04.2024**
- 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. as mentioned above.

**Chief Engineer (I/C)**

# Schedule II&III of KMDA LUDCP in respect of allowed purpose as Light Industries-

SCHEDULE-II  
(See para 8.1, 8.2, 8.3)

## **'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. Confectionery and Condiments.
5. Grinding and processing of Wheat, Rice, Spices and similar edibles (using up to 10 h.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, Sweetmeat and similar products.

### **Textile and Hosiery**

1. Embroidery and Hand Knitting.
2. Knitted 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 Animal drawn 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 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.

**'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. F.R.P. 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. P.V.C. wire (domestic type)
4. All types of electric bulbs.
5. Electric stove and Heater (up to 3 K.W.).
6. Moulded plug with chord.
7. Fan.

**Miscellaneous**

1. Mosaic Tiles.
2. Ceramic, glass ware and similar products.
3. R.C.C. Jalli, ventilator, grill, grating, rainwater pipe and similar items.
4. Stationery items like ball point pen, fountain pen, pen nibs, pen holders, pencils, pencil 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 Stationery instruments and equipment.
12. Cufflinks, tie pins, buttons, buckles, hair pin, hair clip, hair band of all types and similar products.
13. Metal castings.