

Kolkata Port Trust
Haldia Dock Complex

Corrigendum -Appendix-II

Date : 15.06.2018

E-Tender No : - MSTC/HO/HALDIA DOCK COMPLEX/3/HALDIA/18-19/6998

Ref. tender no : AD/E/T/Land/10 acres(III)/2018

Subject: Tender for allotment of KoPT land msg. about 40,468.55 sq.mtrs. (or 10 acres) in the Industrial Zone of Haldia Dock Complex at Haldia on lease on "as is where is" basis for setting up of LNG Terminal with storage & distribution facilities through tender-cum-auction.

Corrigendum (Appendix-II)

	Original	Modified
1	<p>Minimum Guaranteed Traffic – H(i) under General Information To The tenderer</p> <p><i>"The above stipulation of handling of Minimum Guaranteed Cargo per annum and recovery of cargo related charge/ shortfall, if any, shall come into effect after completion of 3 (three) years from the date of commencement of lease (i.e. date of handing over possession of the concerned land on observance of the required formalities) and shall remain in force throughout the lease period thereafter. Accordingly, Bank Guarantee referred to above shall have to be submitted before commencement of the 4th year of the lease."</i></p>	<p>Minimum Guaranteed Traffic – H(i) under General Information To The Tenderer</p> <p><i>"The above stipulation of handling of Minimum Guaranteed Cargo per annum and recovery of cargo related charge/ shortfall, if any, shall come into effect after completion of 4 (four) years from the date of commencement of lease (i.e. date of handing over possession of the concerned land on observance of the required formalities) and shall remain in force throughout the lease period thereafter. Accordingly, Bank Guarantee referred to above shall have to be submitted before commencement of the 5th year of the lease."</i></p>
2	<p>Minimum Guaranteed Traffic – H(j) under General Information To The tenderer</p> <p><i>"It is obligatory on the part of the lessee to achieve the MGT every year (from 4th year of lease onwards) during the lease period. In case of transfer of the demised land with due permission of the Trustees, the transferee shall remain responsible for compliance of all terms & conditions of Agreement including the conditions of MGT, for the balance period of the lease."</i></p>	<p>Minimum Guaranteed Traffic – H(j) under General Information To The tenderer</p> <p><i>"It is obligatory on the part of the lessee to achieve the MGT every year (from 5th year of lease onwards) during the lease period. In case of transfer of the demised land with due permission of the Trustees, the transferee shall remain responsible for compliance of all terms & conditions of Agreement including the conditions of MGT, for the balance period of the lease."</i></p>
3	<p>Annexure-V Declaration by the tenderer/bidder</p> <p>1. I/We, _____ (Name of tenderer/bidder) having examined the Tender Document</p>	<p>Annexure-V Declaration by the tenderer/bidder</p> <p>1. /We, _____ (Name of tenderer/bidder) having examined the Tender Document</p>

<p>(No. AD/E/T/Land/10 acres(III)/2018) and fully understood its content including the General Information & Instructions to Tenderers and evaluation criteria, hereby submit the Tender for allotment of KoPT land msg. about acres (... sq.mtrs.) in the Industrial Zone of Haldia Dock Complex, Haldia on "as is where is" basis for the purpose of through tender-cum-auction.</p> <ol style="list-style-type: none"> 2. I/We accept all the terms & conditions of the Tender Document [AD/E/T/Land/10 acres(III)/2018] 3. I/We have deposited requisite Earnest Money and Tender Document Cost for the said tender as per procedure mentioned in Schedule of Tender. 4. I/We submitted copies of the required documents as mentioned at Annexure –IV of the Tender Document. 5. " I/We have quoted the rate of Upfront Premium in Price Bid (Annexure-III) not below the Base rate of rent as per column v of item (A) under GENERAL INFORMATION TO THE TENDERER. Further I/We shall maintain MGT for 2,00,000 MT of LNG per annum from 4th year onwards from the date of commencement of lease till the end of lease period. " 6. I/We any of the consortium members have not been debarred by the Central / any State Government or Quasi-Government Agency or PSU in India. 7. I / We declare that:- <ol style="list-style-type: none"> a) I / We have examined and have no reservations to the Tender Document issued by KoPT thereon. b) I / We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender. 8. I / We understand that KoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at anytime without any liability or any obligation for such acceptance, rejection or annulment without 	<p>(No. AD/E/T/Land/10 acres(III)/2018) and fully understood its content including the General Information & Instructions to Tenderers and evaluation criteria, hereby submit the Tender for allotment of KoPT land msg. about acres (... sq.mtrs.) in the Industrial Zone of Haldia Dock Complex, Haldia on "as is where is" basis for the purpose of through tender-cum-auction.</p> <ol style="list-style-type: none"> 2. I/We accept all the terms & conditions of the Tender Document [AD/E/T/Land/10 acres(III)/2018] 3. I/We have deposited requisite Earnest Money and Tender Document Cost for the said tender as per procedure mentioned in Schedule of Tender. 4. I/We submitted copies of the required documents as mentioned at Annexure –IV of the Tender Document. 5. " I/We have quoted the rate of Upfront Premium in Price Bid (Annexure-III) not below the Base rate of rent as per column v of item (A) under GENERAL INFORMATION TO THE TENDERER. Further I/We shall maintain MGT for 2,00,000 MT of LNG per annum from 5th year onwards from the date of commencement of lease till the end of lease period. " 6. I/We any of the consortium members have not been debarred by the Central / any State Government or Quasi-Government Agency or PSU in India. 7. I / We declare that:- <ol style="list-style-type: none"> a. I / We have examined and have no reservations to the Tender Document issued by KoPT thereon. b. I / We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender. 8. I / We understand that KoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at anytime without any liability or any obligation for such acceptance,
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<p>assigning any reason thereof.</p> <p>9. I / We hereby undertakes that we will abide by the decision of KoPT in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by KoPT in this regard.</p> <p>..... Signature of the bidder with office seal</p> <p>Date :</p> <p>Witness :-</p> <table border="1" data-bbox="269 569 786 800"> <thead> <tr> <th>Sl. N o.</th> <th>Name</th> <th>Address</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Sl. N o.	Name	Address	Signature	1.				2.				<p>rejection or annulment without assigning any reason thereof.</p> <p>9. I / We hereby undertakes that we will abide by the decision of KoPT in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by KoPT in this regard.</p> <p>..... Signature of the bidder with office seal</p> <p>Date :</p> <p>Witness :-</p> <table border="1" data-bbox="870 636 1386 867"> <thead> <tr> <th>Sl. N o.</th> <th>Name</th> <th>Address</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Sl. N o.	Name	Address	Signature	1.				2.			
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<p>4 Clause Q - Acceptance to Port's offer of allotment : under General Information To The Tenderer</p> <p><i>After finalization of the tender-cum-auction, the offer of allotment of land will be made to the concerned successful tenderer. The successful tenderer shall thenceforth be required to again formally accept the terms & conditions of the offer of lease and remit requisite Upfront Premium, Security Deposit, Advance Nominal Rent for 1st year etc. within a period of 2 (two) months from the date of issuance of offer letter irrespective of whether all the statutory clearances have been obtained or not, failing which the successful tenderer shall be liable to pay interest @ 12% on the amount of Upfront Premium upto the date of payment. If however, the successful bidder fails to comply with formalities as specified in the offer letter even within the extended period of validity of offer, if any, the offer may be cancelled and the Earnest Money deposited by the tenderer shall stand forfeited.</i></p>	<p>Clause Q - Acceptance to Port's offer of allotment : under General Information To The Tenderer</p> <p>After finalization of the tender-cum-auction, the offer of allotment of land will be made to the concerned successful tenderer. The successful tenderer shall thenceforth be required to again formally accept the terms & conditions of the offer of lease and remit requisite Upfront Premium, Security Deposit, Advance Nominal Rent for 1st year etc. within a period of 3 (three) months from the date of issuance of offer letter irrespective of whether all the statutory clearances have been obtained or not, failing which the successful tenderer shall be liable to pay interest @ 12% on the amount of Upfront Premium upto the date of payment. If however, the successful bidder fails to comply with formalities as specified in the offer letter even within the extended period of validity of offer, if any, the offer may be cancelled and the Earnest Money deposited by the tenderer shall stand forfeited.</p>																								
<p>5 Annex-I</p> <p>Certificate from Statutory Auditor/Company Secretary regarding Associate</p> <p><i>Based on the authenticated record of the Company, this is to certify that more than</i></p>	<p>Annex-I</p> <p>Certificate from Statutory Auditor/Company Secretary regarding Associate</p> <p>Based on the authenticated record of the Company, this is to certify that more than</p>																								

<p>50% (fifty percent) of the subscribed and paid up voting equity of (Name of the Associate) is held, directly or indirectly,..... (Name of Applicant/Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of B under Financial Capability (Page-10).</p> <p>A brief described of the said equity held, directly or indirectly is given below:</p> <p>{Described the share-holding of the Applicant/Consortium Member in the Associate}</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm: (Signature, Name and Designation of the authorized signatory)</p> <p>Date:</p> <ul style="list-style-type: none"> • It may be noted that in the absence of any detail in the above certificate, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Technical Capacity. • In the event that the Applicant/Consortium Member exercises control over an Associate by operation of law, this certificate may be suitable modified and copies of the relevant law may be enclosed and referred to. • In this case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of "control" is not broken. 	<p>50% (fifty percent) of the subscribed and paid up voting equity of (Name of the Associate/Consortium Member/Applicant) is held, directly or indirectly,..... (Name of the Associate/Consortium Member/Applicant). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of B under Financial Capability (Page-10).</p> <p>A brief described of the said equity held, directly or indirectly is given below:</p> <p>{Described the share-holding of the Applicant/Consortium Member in the Associate}</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm: (Signature, Name and Designation of the authorized signatory)</p> <p>Date:</p> <ul style="list-style-type: none"> • It may be noted that in the absence of any detail in the above certificate, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Technical Capacity. • In the event that the Applicant/Consortium Member exercises control over an Associate by operation of law, this certificate may be suitable modified and copies of the relevant law may be enclosed and referred to. • In this case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of "control" is not broken.
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Bidders are requested to submit the scan copy of the 'Corrigendum' duly signed under official seal along with their Techno-commercial offer as an acknowledgement and acceptance.