

CLARIFICATION / ADDENDUM DATED 08.06.2022

Interested bidders are requested to take note of the following clarifications / amendments/modifications/addition in respect of the tender documents vide N.I.T. No. SMP/KDS/LND/15-2022 dated 15.03.2022

A. Clarifications against queries from the prospective bidders in respect of NIT No. SMP/KDS/LND/15-2022 dated 15.03.2022

Sl. No.	Query	Clarification / Addendum
1.	Railway Engine service will be provided by whom? and at what expenses ?	Hauling and placement will be done by Port's own locomotive. Charges will be levied as per Sec.16 of Scale of Rates of SMP, Kolkata.
2.	Whether it's a full length siding or not ? pls share length.	This is not a full length siding. The approx. length of the railway line is 310 meters.
3.	Rake Free Time Period: extra hour for materials handling will be after free time period by railway will be at subsidized or not?	The free time period depends on the type of wagons handled and operation being carried out as per extant circular of Indian Railway where free time is specified. The rates will be as per the extant demurrage rules of Indian Railway.
4.	Whether other entity cargo will be allowed or not? (other than own materials)	Yes. The Successful Bidder can handle cargo of other entities as well.
5.	Whether the Rly.Siding is notified or not?	No. The Railway siding will be served by Station-Kidderpore Dock Code 'C' which is under Eastern Railway, Sealdah Div. which is notified.
6.	If a material is brought by us, whether it's our decision to handle it in our siding or the Port will take the decision siding point?	The rake brought to be handled in the siding will have to be released within allotted free time. Subject to the condition that the rake is released within free time allotted, the rake will be handled in the siding decided by successful bidder. However, in case of bunching or inordinate delay Port may decide to handle the rake in other sidings in consultation with the successful bidder.
7.	As per Tender clause, Port will renovate the existing Rly Track one time : whether it will be temporary or full proof work?	Port will do one time renovation of the existing Railway Track from Hide Road Crossing to GCD Yard for safe movement of locomotive and Rakes. The area will be demarcated in a map to be attached with the lease agreement to be entered upon with the successful bidder.
8.	Under which jurisdiction/division of Indian Rly this siding	The Railway siding will be served by Station- Kidderpore Dock Code 'C' which is under Eastern Railway, Sealdah Div.
9.	Maintenance of Track and approach road will be in lessee scope during the contract period: pls confirm how long (stretch) of track and road has to be maintain by the lessee.	Maintenance of Railway track from Hide Road Crossing till entry point of GCD Yard has to be maintained by the successful bidder as per tender clause no 19 (a) under Annexure V of the tender document. Approach Road inside the allotted area will have to be maintained by the successful bidder.
10.	As the existing Rly Track goes	The railway track will also be used by SMP, Kolkata for

Sl. No.	Query	Clarification / Addendum
	upward from the plot, pls confirm whether same track will be used port for other purposes or not (other than siding work).	their own purpose like movement of wagons/locomotives as and when required.
11.	One prospective bidder has stated that their company has worked under M/s. Bharat Kolkata Container Terminal Private Limited, a subsidiary of Port of Singapore Authority (PSA) and has handled rail &/or road bound cargo inside Netaji Subhash Dock. Is the certificate issued by the above company accepted against the eligibility requirement?	Self-certification by the bidder will be sufficient. SMP, Kolkata will verify the contents of the same. Submission of false declaration/ forged document will render the offer invalid with forfeiture of EMD and action as per the extant rules of SMPK may be taken against the said bidder/defaulters.
12.	Since D&E Block will act as container terminal having railway connectivity and the rail bound cargo will move through it, will the successful bidder have liberty to fix rates (loading & unloading) backed by its own market research or the successful bidder has to follow the existing schedule of rates as prescribed by SMP KOLKATA. In case of the latter please share SoR.	The successful bidder shall fix rates for loading, unloading and handling of cargo/containers within the allotted plot. The bidder will be required to pay applicable Port charges like Haulage Charge, Terminal Charge, Consolidated Charge etc. as per SOR. The SOR of SMPK is a public document and is available in its website.
13.	In case the successful tenderer handles more than the Minimum Guaranteed Cargo per annum, payment of handling charges would have to be made at actual.” Suppose in the first two years, Minimum Guaranteed Cargo per annum achieved is 60,000 Tonnes (5,000 Tonnes X 12 months in line with the requirement of the tender document). How much handling charges will the successful bidder have to pay to SMP KOLKATA? Please demonstrate.	Haulage Charge, Terminal Charge, and Consolidated Charge as per extant SOR will be realised on the actual handling.
14.	Whether the assessment of performance against Minimum Guaranteed quantum of Cargo (MGT) will be done after every three years instead of end of every year as mentioned in NIT.	May please refer Clause No.23 of Annexure-VI of Tender Document against NIT No.SMP/KDS/LND/15-2022 dated 15.03.2022 . -
15.	Whether BG against Performance Security Deposit from the	No. May please refer Note No. 5 of Annexure-I of Tender

Sl. No.	Query	Clarification / Addendum
	scheduled Indian bank like HDFC, ICICI Bank etc. will be accepted or not.	Document against NIT No.SMP/KDS/LND/15-2022 dated 15.03.2022.
16.	Whether the plot will be allotted on annual rent basis instead of Upfront.	The plot will be allotted on 5 yearly advance payment basis. Please refer to Table B, Sl No 3 below for details.

B. Prospective bidders are also requested to take note of the following modifications in original Tender Document:

Sl No.	References	Existing Conditions	Modified Conditions
1.	Annexure IV Cl (viii)	‘Scanned copy of Documentary evidence (certified by the Port Authority/ Railway Authority) in support of experience of handling a minimum average of 10,000 Tons per month of cargo in the last seven years (ending 31/12/2021) by rail/and road.’	Experience of handling of 20,000 MT in last 5 years. Scanned copy of documentary evidence in support of experience of handling a minimum 20,000 MT cargo in last five years to be furnished. For the purpose of calculation of tonnage for containers handled the tonnage considered would be 15 Tons per load TEU and 2.3 Tons per Empty TEU.
2.	Annexure V Cl 5 (ii) a.	‘...experience in business of Stevedoring & Handling agents/ Clearing & Forwarding agents (any container, bulk, break bulk cargo) /operating Railway siding for cargo operation /handling Rail bound cargo etc....’	In addition to the Existing Conditions, bidders running ICD, CFSs and Private Rake Operators are also eligible to participate in the tender.
3.	Annexure VI Cl 15 (i)	The successful bidder shall make full payment towards upfront plus taxes	The mode of payment will be ‘5 yearly advance payments’ where the lessee will have to pay 2.5% yearly escalation & 5 yearly revised SOR rate. A refund/ exit provisions may be noted in this regard. (a) No refund/ exit option will be entertained within 5 years of allotment. (b) Refund/ exit option may be exercised by the lessee after completion of 5 years of lease and will be applicable for the next two 5 years blocks. (c) Request of premature termination & refund shall have to be made at least three months prior to any lease year during the second (6 th year to 10 th year of contract period) and third (11 th year to 15 th year of contract period) five years block of fifteen year lease for the complete un-utilized year of the respective block for which advance

			<p>payment has been paid.</p> <p>(d) GST already paid by SMP on the amount received as advance will be deducted from Refund amount.</p>
4.	Annexure VI Clause 14 Clause 15 (ii) , Clause 16 (g)	As mentioned in original NIT	The clause stands deleted.
5.	Annexure-VI Clause 16	As mentioned in the original NIT	<p>(i) The word Upfront in the 2nd line stands omitted.</p> <p>(ii) Under 16 a, the clause within brackets “ Upfront + 1st year token rent including taxes + security deposit” stands omitted.</p> <p>(iii) For calculation of requisite payment, please refer Sl. No 3 above of Table B.</p>
6.	Annexure I Note 1	As mentioned in the original NIT	“Schedule of Rates” to be read as “ Schedule of Rent. ”
7.	Annexure VI, Clause 23 (d)	In case the successful bidder fails to achieve the Minimum Guaranteed quantum of Traffic per annum for operating their project on the concerned land, the successful bidder shall have to pay a penalty for short fall in MGT which will be Rs. 90/- per ton for the amount of shortfall in tonnage for first 02 years after gestation period within 15 days from the date of the communication, failing which SMP, Kolkata shall be at liberty to encash the Bank Guarantee to the extent of shortfall MGT . In that event the successful bidder shall have to submit the equivalent amount of Bank Guarantee to the SMP, Kolkata within 15 days from the date of encashment of the same by the SMP, Kolkata. The said procedure will be followed for realization of short fall in MGT for the subsequent years and Penalty for short fall in MGT will be calculated on the basis of prevailing scale of rates	<p>In case the successful bidder fails to achieve the Minimum Guaranteed quantum of Traffic per annum for operating their project on the concerned land, the successful bidder shall have to pay a penalty for short fall in MGT which will be Rs. 90/- per ton for the amount of shortfall in tonnage for first 02 years after gestation period.</p> <p>The amount calculated for the Shortfall Tonnage shall have to be paid by the successful bidder within 15 days of the completion of respective year of lease. In case of failure to make the payment within the stipulated time, the successful bidder will be liable to pay the amount calculated for shortfall of MGT within 90 days including the 15 stipulated days together with the interest @14.25 % for delayed payment.</p> <p>In case of non-payment of the amount for shortfall in MGT even within the said period of 90 days with interest, the cargo handling at the plot both by Rail and Road shall be kept suspended till such time payment with interest of the period of delay is made by the successful bidder.</p> <p>Failure to make payment with interest for delay in payment within another 30 days (i.e 120 days from the date of commencement of the corresponding year of lease), SMP, Kolkata shall be at liberty to encash the Bank Guarantee to the extent of shortfall in MGT along with</p>

			<p>interest. In that event the successful bidder shall have to submit the equivalent amount of Bank Guarantee to SMP, Kolkata within 15 days from the date of encashment of the same by the SMP, Kolkata.</p> <p>The said procedure will be followed for realization of short fall in MGT for the subsequent period at the escalated rate by Rs.10/- per ton for every two years.</p>
8.	Annexure I Note 6	<p>The Performance Security Deposit shall be held by SMP Kolkata as security for the performance of the lessee's obligation under the lease. The Security Money shall be refunded by SMP Kolkata after successful completion of the lease subject to recovery of damage and / or loss incurred, if any, due to default on the part of the lessee.</p>	<p>The Performance Security Deposit shall be held by SMP Kolkata as security for the performance of the lessee's obligation under the lease. The Security Money shall be refunded by SMP Kolkata after successful completion of the lease subject to recovery of Shortfall amount against MGT, damage and / or loss incurred, if any, due to default on the part of the lessee.</p>
9.	Annexure V Point no 4, 1 st line 1 st para	<p>The lessee shall have to utilize the land/ structure property for purpose of "Development of Railway Siding for wagon loading/unloading operation and traffic operation for road bound cargo" strictly as mentioned in Annexure-I</p>	<p>The lessee shall have to utilize the land/ structure property for purpose of "Development, Maintenance & Upkeep of Railway Siding for wagon loading/unloading operation and traffic operation for road bound cargo" strictly as mentioned in Annexure-I.</p>
10.	Annexure V Item 5(ii) a	<p>The intending bidder may be an individual/ firm/company/LLP/HUF who have experience in business of Stevedoring & Handling agents/ Clearing & Forwarding agents (any container, bulk, break bulk cargo) /operating Railway siding for cargo operation /handling Rail bound cargo etc. The bidder will have to furnish documentary evidence certified by the Port Authority/Railway Authority in support of experience of handling a minimum average of 10000 Tons of Cargo per month by rail/and road in last seven years ending 31.12.2021.</p>	<p>The intending bidder may be an individual/firm/company/LLP/HUF who have experience in business of Stevedoring and Handling Agents/Clearing and Forwarding Agents (any container, Bulk, Break Bulk Cargo) / Operating railway Siding for cargo operation/ handling rail bound cargo etc. The bidder will have to furnish documentary evidence certified by the Port Authority/ Railway Authority in support of experience of handling a minimum of 20,000 MT of cargo by rail/and road in last five years ending 31.12.2021.</p>

11.	Annexure V Item 18, 3 rd line at page 22.	After finalization of the tender through e-tender-cum-e-auction, the allotment letter will be made to the successful bidder by hard copy. The successful bidder shall be required to formally accept the terms & conditions of the allotment of lease and remit requisite upfront amount with advance nominal rent for 1 st year, if applicable Security Deposit, cost of valuation, if any, etc within the period as will be specified in the allotment letter, failing which the allotment shall stand cancelled and the Earnest Money deposited by the bidder shall stand forfeited.	After finalization of the tender through e-tender-cum-e-auction, the allotment letter will be made to the successful bidder by hard copy. The successful bidder shall be required to formally accept the terms & conditions of the allotment of lease and remit requisite 5 yearly advance amount as per calculation , Security Deposit, cost of valuation, if any, etc within the period as will be specified in the allotment letter, failing which the allotment shall stand cancelled and the Earnest Money deposited by the bidder shall stand forfeited.
12	Annexure VI Clause 10 “Surrender”	Leased land may be surrendered to SMP, Kolkata any time after 2 years from commencement of lease. For any surrender of lease, at least 6 (six) months’ notice will be required. For the sake of clarity, if notice for surrender is issued after 1 ½ years of commencement of lease, SMP, Kolkata will take back the land immediately after expiry of 2 years from the date of handing over land. If any lessee wants to surrender within first 2 years of commencement of lease, he/she will have to pay lease rent for 2 years. The lessee will get back upfront paid amount for the unutilized portion of the lease as per the following formula, in case the lease is granted on upfront basis:- The difference of <ul style="list-style-type: none"> • NPV of original lease period and • NPV of the enjoyed years of lease, at the same base rate of rent and same G Sec rate, as considered for calculation of NPV for the original lease period, at the time of allotment. 	<p>(a) No refund/ exit option will be entertained within 5 years of allotment.</p> <p>(b) Refund/ exit option may be exercised by the tenant after completion of 5 years of tenancy and will be applicable for the next two 5 years blocks.</p> <p>(c) Request of premature termination & refund shall have to be made at least three months prior to any lease year during the second and third five years block of fifteen year lease for the complete un-utilized year of the respective block for which advance payment has been paid.</p> <p>(d) GST already paid by SMP on the amount received as advance will be deducted from Refund amount.</p>
13.	Annexure V Clause 19 (c)	Current waiver on Rail bound cargo will be continued for another two years (i.e 3 years from the date of handing of the plot). Gradually the waiver will be brought down to zero.	30% concession in local haulage, terminal charges for all types of rakes, i.e. EXIM bulk/ break bulk/ container and domestic bulk/ break bulk/ container, handled in D & E Block without any further additional discount on railway charges. 3 years after handing over of plot this concession will be reduced to 20% for

			fourth year, 10% for fifth year and no discount thereafter.
14	Annexure I Note Cl. 7 & Annexure VI Clause 23 (f)	As mentioned in original NIT.	The Bank Guarantee (BG) shall remain valid for a period of at least one year (with a further claim period of 3 months thereafter), to be renewed every year one month before expiry of validity period, till completion of the entire lease period. In the event of failure of extension of Bank Guarantee (BG), one month before the expiry of validity period, the existing BG will be encashed by SMP authorities. The Bank Guarantee for the 15 th year of the contract has to be extended for 2 years instead of 1 year as for the other years of the contract. That is the BG for 15 th year has to remain valid till end of 16 years for the contract period of 15 years.

C. Amendment-

1. Reference to the NIT No.SMP/KDS/LND/15-2022 dated 15.03.2022, in **3rd line of page No.1** Plot No. to be read as **A10** instead of **A1** as mentioned.
2. In view of annual escalation @ 2.5% of SoR, w.e.f. 07.04.2022 the reserve rent of the tender has been revised and the revised reserve rent & corresponding EMD are mentioned in the following table under **D**.

D. TENDER ID for the Tender-

PLOT NO.	E-TENDER No.	NIT No.	Tender ID	Revised Annual Reserve Rent	Revised EMD (in Rs.)	Tender fee (in Rs.)	Revised Required Networth (in Rs.)
A10	MSTC/ERO/KOL KATA PORT TRUST/ 15/KOLKATA/22- 23/61	SMP/KDS/LN D/15-2022 Dated 15.03.2022	6101	1,05,45,239/-	10,54,524/-	590	1,05,45,240/-

3. Accordingly, prospective bidders are allowed to remit Tender Fee & EMD **till 5 PM on 22/06/2022** and to submit bid **till 5 PM on 23/06/2022**.
4. The above clarifications / amendments/modifications/addition will be the part of the original NIT of the respective tenders against NIT No SMP/KDS/LND/15-2022 Dated 15.03.2022 .

Estate Manager (I/C)