

## CLARIFICATION / ADDENDUM DATED 16.04.2024

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/55-2024** to **SMP/KDS/LND/58-2024** dated 14.03.2024.

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

#### **I. Query Related To PLOT NO. 55/24(A)-**

<b>Sl. No.</b>	<b>BIDDERS QUERY</b>	<b>Remark of Estate Division</b>
1.	Please confirm the charges of equivalent water space.	There are no charges for water space since water area is not included in this tender.
2.	Feasibility may not be possible in 30 years. Would request for an additional 30 + 30 years	Period of lease as 30 years is fixed as per provision of LPG.
3.	In case of expiry of lease period - how will the investments on site be valued and how will we be reimbursed for the same	As per existing Land policy Guide line  For existing leases, at the time of expiry/termination of lease, the lessee shall remove all structures at his own cost under the following conditions: (a) Within three (3) months of expiry/termination, if Port decides not to re-auction that land; or, (b) Three months after tender-cum-auction, if the existing lessee was not successful.  However, it requires mention that in future such issues will be dealt as per the then existing Land Policy Guidelines.
4.	In case of upfront lease rental payment there should be no security deposit charged	The said query may be complied with the Clause No.3 of Annexure-VI of Tender Document of the respective NIT.
5.	The clause states that if the Security Deposit is more than Rs 1 cr the same can be deposited via BG, please allow the same to be deposited via FD as well.	The provision of submission of SD is fixed as per Land Policy Guide Line 2015.
6.	There should be no Processing charges for mortgage	The provision of processing of Mortgage of <b>leasehold land interest</b> is fixed as per SoR 2022 approved by Board of Port Authority.

Sl. No.	BIDDERS QUERY	Remark of Estate Division
7.	what is the percentage / amount of GST, Municipal tax and tax on structure	May pl. refer Clause No.15(b)(i) of Annexure-VI of the tender document of the respective NIT
8.	What is the valuation of the existing boundary wall and existing structure	Not applicable for the said tender
9.	Minimum fee seems very high in respect to feasibility, as such would request reduction in the same.	ARR was fixed as per Current SoR and there is no scope to change the same.

## II. Query Related To PLOT NO. 56/24(A), 57/24(A) & 58/24(A)-

Sl. No.	Bidder's Query	Clarification
1.	<p>. As you may be aware that in the ongoing Gati shakti Terminal under India Railways where the EMD amount is greater than Rs. 1 Crore, there is provision for submission of EMD through non-fund-based payments like Bank Guarantee, Letter of Credit etc. Since the EMD amount in case of aforesaid tender insignificantly large, there is financial bearing on the bidders on account of interest cost of EMD submitted via fund-based payment.</p> <p><b>Hence, we sincerely request you to allow non-fund-based payment option for submission of EMD in the tender. This has been the prevalent practice in all other GCT tenders we have participated in various other Railways and DFCCIL etc.</b></p>	<p>In case of EMD, Rs.50 Lakhs Through HDFC Online Payment Gateway <b>for the three plots[ 56/24(A), 57/24(A) &amp; 58/24(A)]</b> and balance as BG ( format enclosed herewith) of Validity up to 06 months from the date of closing of online bid submission.</p> <p>BG amount for three plots as under-</p> <ul style="list-style-type: none"> <li>(i) For 56/24(A)- Rs.24,35,72,812/-</li> <li>(ii) For 57/24(A)- Rs.4,05,98,547/-</li> <li>(iii) For 58/24(A)- Rs.5,71,08,970/-</li> </ul>
2.	Do you charge anything extra for the structure coming in the plots of all three locations. Also request to provide the details of the structures coming in these three plots	No.

<b>Sl. No.</b>	<b>Bidder's Query</b>	<b>Clarification</b>
3.	Among all three locations which plots can be sub-leased?	If the business model is based on subletting, then sub-lease/ subletting or parting with possession of the leased land will be allowed with NOC from SMP, Kolkata.  May pl. refer Clause No. 6(A) OF Annexure-VI of the respective Tender Document.
4.	Is there any Minimum Traffic Guarantee by the authority?	<b>No.</b>
5.	Can a company bid for all three Locations	<b>Yes</b>
6.	Request you to provide the copy of Land Policy Guideline to be referred for this tender	May be seen from the website as per following link  <a href="https://shipmin.gov.in/sites/default/files/29-22625638.pdf">https://shipmin.gov.in/sites/default/files/29-22625638.pdf</a>
7.	What documents needs to be submitted in hard copy to the department and the last date for submission of hard copies?	Please refer Sl. No.(x) of Annexure-IV of the respective Tender Document. Last date for submission of hard copies will be the same as that of bid submission
8.	What is the concept of E-auction in the tender? How it impacts the tender evaluation process and requests you to also clarify the start & schedule Closing time for e-auction.	Please refer Sl. No.5 to 9, 11 &12 of Annexure-VII of the respective Tender Document.

## **B. Amendment:-**

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

<b>Sl.No.</b>	<b>Existing Clause</b>	<b>Amended Clause</b>
1.	For NIT No.SMP/KDS/LND/56-2024 Annexure-I- EMD Rs. 24,85,72,812/- Through HDFC Payment Gateway.	For NIT No.SMP/KDS/LND/56-2024 Annexure-I- EMD Rs. 50,00,000/- Through HDFC Payment Gateway. Rs. 24,35,72,812/- as BG with validity of 06 months from the date of online bid submission.

2.	For NIT No.SMP/KDS/LND/57-2024 Annexure-I- EMD Rs. 4,55,98,547/- Through HDFC Payment Gateway.	For NIT No.SMP/KDS/LND/57-2024 Annexure-I- EMD Rs.50,00,000/- Through HDFC Payment Gateway. Rs. 4,05,98,547/- as BG with validity of 06 months from the date of online bid submission.
3.	For NIT No.SMP/KDS/LND/57-2024 Annexure-I- EMD Rs. 6,21,08,970/- Through HDFC Payment Gateway.	For NIT No.SMP/KDS/LND/57-2024 Annexure-I- EMD Rs.50,00,000/- Through HDFC Payment Gateway. Rs. 5,71,08,970/- as BG with validity of 06 months from the date of online bid submission.

**C. TENDER ID FOR 04 NOS. TENDERS-**

Tender ID of all the tenders against NIT No. SMP/KDS/LND/55-2024 to SMP/KDS/LND/58-2024 for will be as follows:-

**Last five digit of e-tender No. of the respective tenders followed by 01.**

**Example-**

**If e-tender No. is MSTC/ERO/KOLKATA PORT TRUST/206/ KOLKATA/ 23-24/54320, then, Tender ID will be 5432001.**

- D.** 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 **17.04.2024**.
- E.** 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.**
- F.** All other terms & conditions of original NITs will remain same.
- G.** The above clarifications/ amendments/ modifications/ addition will be the part of the original NIT of the respective tenders against NIT Nos. SMP/KDS/LND/55-2024 to SMP/KDS/LND/58-2023

Sd/-  
**Chief Engineer (I/C)**

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

**To  
The Board of Port Authority,  
Syama Prasad Mookerjee Port, Kolkata,  
15, Strand Road,  
Kolkata-700001**

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 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 advice 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 of .....20.....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”.***