

CLARIFICATION / ADDENDUM DATED 04.07.2024

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/05-2024** dated **27.02.2024**.

A. Clarification against query from the prospective bidders:

I. Query Related To PLOT NO. 05/24(A)-

Sl. No.	BIDDERS QUERY	Remark of Estate Division
1.	Whether SPV can be allowed for bidding and the net worth of the lead partner can be used for qualification.	For NIT No. SMP/KDS/LND/05-2024 SPV would be allowed subject to following conditions:- 1. The certificate of Net Worth should be issued by the Statutory Auditor of the consortium members only. 2. SPV formed should be under Companies Act, 2013 and not in any form.

B. Addendum in respect to NIT No. SMP/KDS/LND/05-2024:-

Prospective bidders may kindly note the following terms and conditions regarding JV/SPV:-

I. Tender submitted by a Consortium shall comply with the following additional requirements:

- a) Consortium of not more than three members provided the lead member (as nominated by the Consortium Members) should have the one of the principal business in either Real Estate development and shall have an equity share holding of at least 26% of the paid up & subscribed equity of the Joint Venture Company/SPV.
- b) Have an Establishment in India for at least 3 years i.e prior to date of NIT.
- c) International company may participate forming JV with an Indian company subject to that the lead member has to be an Indian company with a minimum share of 51%.
- d) One of the members of the Consortium shall be authorized as being In Charge (Lead Member), and this authorization shall be evidenced by submitting a Power of Attorney duly signed by authorized signatories of the other consortium members as per Appendix-VII.
- e) The tender shall contain the information required for each member of the Consortium including a description of the roles and responsibilities of individual members and the same shall have to be submitted online in a separate sheet duly signed by the tenderer.

f) The tender shall be signed by the duly authorized signatory of the lead member and shall be legally binding on all the members of the Consortium. A Power of Attorney shall be submitted as per Appendix-VIII authorizing the signatory of the tenderer to commit the tender.

g) Members of the Consortium shall enter into a Joint Bidding of Agreement (JBA) as per Appendix-IX for the purpose of participating in the instant tender. The JBA shall also clearly outline the proposed roles and responsibilities of each member at each stage. JBA shall also convey the intent to form a Special Purpose Vehicle (SPV) for execution of the project with shareholding/ ownership equity commitment(s) in accordance with the tender conditions which shall enter into the lease agreement with the Port in respect of the concerned land as also to implement and operate the project thereon.

The JBA shall clearly contain a statement that all members of the Consortium shall be liable and responsible jointly and severally towards execution of the proposed project on the demised land and complying with all the provisions of the lease. A copy of the JBA shall be submitted with the tender.

h) A member of a particular Consortium shall not submit any tender individually nor shall be a member of any other Consortium participating in the instant tender. In case it is found otherwise, the offer submitted by the Consortium as well as that submitted individually is liable to be rejected.

i) An unsuccessful Consortium or Joint Venture Company or any of the members of the said Consortium shall not be a member of the successful Consortium or Joint Venture Company etc. at any time after the closing date of submission of offer.

II. Change in Consortium composition:-

a) Change in the composition of a Consortium may be permitted by Port only where:

(i) The modified Consortium would continue to meet the eligibility criteria for the tenderers

(ii) The proposed changes will not bring down the number of tenders below a critical minimum level considered necessary by Port to preserve the spirit of competitive bidding.

b) Approval for change in the composition of a Consortium shall be at the sole discretion of Port and must be approved by Port in writing.

c) The modified Consortium would be required to submit a revised JBA.

d) No change in composition of consortium shall be allowed after bid submission date (with any extension thereof) and up to execution of lease of lease deed by the Joint Venture Company/SPV.

III. The formula for calculation of Net Worth –

- (i) In case Consortium, the net worth would be taken as arithmetic sum of the respective Net worth of individual members.

Amendment:-

Prospective bidders may kindly note the following Amendments-

Sl.No.	Existing Clause	Amended Clause
1.	<u>Annexure-I</u> Column IV- 1 st belt- 3260.00 2 nd belt- 3726.00 Total- 7252	<u>Annexure-I</u> Column IV- 1 st belt- 3526.00 2 nd belt- 3726.00 Total- 7252
	<u>Annexure-IIA</u> 2(i)(B): Part II Price Bid: Price Bids of only techno-commercially qualified bidders shall be opened electronically AFTER the e-auction is complete. Bidder(s) cannot witness electronic opening of bid since the same is not a public event.	<u>Annexure-IIA</u> 2(i)(B): Price Bids of only techno-commercially qualified bidders shall be opened electronically BEFORE the e-auction. Bidder(s) cannot witness electronic opening of bid since the same is not a public event.
2	<u>Annexure-IIA</u> 2.(ii) E-Auction (held before opening of techno-commercial bid & price bid): Notice containing auction schedule (Date & time of e-auction) will be hoisted in MSTC's Website 5 days prior to auction. The bidders are requested to visit MSTC website regularly for information of Auction schedule. Techno-Commercially qualified bidders will be informed separately by SMP, Kolkata and MSTC through e-mail with at least 5 days' notice.	<u>Annexure-IIA</u> E-Auction (held after opening of techno-commercial bid & price bid): Notice containing auction schedule (Date & time of e-auction) will be hoisted in MSTC's Website atleast 3 days prior to auction. The bidders are requested to visit MSTC website regularly for information of Auction schedule. Techno-Commercially qualified bidders will be informed separately by MSTC through e-mail with at least 3 days' notice. The highest bid received in the Price bid from the qualified bidders would be set as the reserve price for e-auction.
3	<u>Annexure-VII</u> 5. After the closing date of bid submission, e-auction shall take place. Auction floor price will be the reserve rent as stated in NIT.	<u>Annexure-VII</u> After the opening of Price bid, e-auction shall take place. Auction floor price will be the highest bid received from the techno-commercially qualified bidders in the price bid.

4	<u>Annexure-VII</u> 7. Price bids of the techno-commercially qualified bidders shall be opened AFTER the e-auction is over.	<u>Annexure-VII</u> Price bids of the techno-commercially qualified bidders shall be opened BEFORE the e- auction.
5	<u>Annexure-VII</u> 8. The bidder having given the highest final bid (after considering price given in the Price Schedule and that, obtained through e-auction) amongst all the bidders, shall be accepted as the successful (H1) bidder.	<u>Annexure-VII</u> The bidder having given the highest final bid (among price-bid & e-auction) amongst all the bidders, shall be accepted as the successful (H1) bidder.
6	<u>Annexure-VII</u> 9. In case of Tie in rates in the tender, rebidding (submission of fresh price bid/re-auction or both as may be decided by SMP, Kolkata) will be invited from those bidders who have offered tied (and highest) Price Bid/Auction Bid with the tied Bid as the Floor Rate. Notice period for such auction shall not be less than three days. Participation in rebidding process is mandatory for the bidders concerned.	<u>Annexure-VII</u> In case of Tie in rates in the tender, re-auction will be invited from those bidders who have offered tied (and highest) Price Bid/Auction Bid with the tied Bid as the Floor Rate. Notice period for such auction shall not be less than three days. Participation in rebidding process is mandatory for the bidders concerned.

C. TENDER ID FOR the above 01 NO. TENDER-

Tender ID will be 5089901.

- D.** In respect of above tender as mentioned, tendering floor of MSTC will be activated for submission of EMD/Tender Fee and online bid on & from **05.07.2024**.
- E.** Accordingly, prospective bidders are requested to **remit Tender Fee & EMD till 5 PM by 15.07.2024 and to submit bid till 5 PM by 16.07.2024.**
- 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 tender against NIT No. SMP/KDS/LND/05-2024 dated **27.02.2024**

Sd/-
Chief Engineer (I/C)

Appendix - VI

FORMAT OF JOINT BIDDING AGREEMENT

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or more duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country]

Know all men by these presents that we,----- - and -----
----- (persons and companies name) (herein after collectively referred to "the consortium / Joint venture") for execution of Bid.

Whereas the board of Trustees of SMP, Kolkata (hereinafter referred to as "the Syama Prasad Mookerjee Port, Kolkata") has invited Bids from the interested parties for ----- (hereinafter referred to as "the contract").

Whereas the members of the consortium / joint venture are interested in bidding of the work of -----
----- in accordance with the terms and conditions of the Bid.

This Joint bidding agreement is executed to undertake the work and role and responsibility of the firms are -----
(role and responsibilities of each firm for administrative arrangement for management and execution of contract are given in the format below) and ----- (name of the person) of (name of the firm) and ----- (name of the person) and -----
----- (name of the firm) are the authorized representative of respective firms

The above mentioned parties of the [FIRST, SECOND AND THIRD] PART are collectively referred to as the "Parties" and each is individually referred to as a "Party".

NOW IT IS HEREBY AGREED as follows:

- 1) The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the selection process for the tender.
- 2) Role of and Responsibility of each member of JV/Consortium:

Particulars	Lead Member	Member 1	Member 2
Name of Firm			
Role and Responsibilities			
% share of work			

- 3) As whereas it is necessary under the tender Bid conditions for the member of the consortium / joint venture to appoint and authorize one of them as Lead firm to do all acts, deeds and things in connection with the aforesaid bid.

- 4) We hereby nominate and authorize ----- as our Lead Member/constituted attorney in our name and on our behalf of do or execute all or any of the acts or things in connection with the execution of the Bid No: _ _ _ and thereafter to do all facts, deeds and things on our behalf and thereafter till the satisfactory completion of work.

- 5) The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.
- 6) The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services ("Contract") with the Authority and for performing all obligations as the Consultant in terms of the Contract for the Consultancy.
- 7) The Parties hereby undertake that they intent to form a Joint Venture Company with shareholding/ ownership equity commitment(s) in accordance with the tender conditions which shall enter into the lease agreement with the Port in respect of the concerned land as also to implement and operate the project thereon

8) Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFQ cum RFP and the Contract, for the performance of the Contract.

9) Member in-charge: Without prejudice to the joint and severe liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge and the Authority shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:

- a. any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Member in Charge;
- b. consolidated invoices for the services in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Member in Charge and the Authority shall have the right to release payments solely to the Member in Charge and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
- c. any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.

And we hereby agree that all acts, deeds and things done by our said lead Member/attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and conform all and whatsoever that my said attorney shall do or cause to be done for us by virtue of the power hereby given.

Miscellaneous

a) This Joint Bidding Agreement shall be governed by laws of India.

b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

In witness hereof we have signed this deed on this the ----- day of -----

1. For lead Member	2. For consortium member	3. For consortium member
SIGNEDSEALED& DELEVERED By the with named----- -----through its duly constituted attorneys ----- in the presence of	SIGNEDSEALED& DELEVERED By the with named----- -----through its duly constituted attorneys ----- in the presence of	SIGNEDSEALED& DELEVERED By the with named----- -----through its duly constituted attorneys ----- in the presence of In the witness of 1. Name and address Signature 2. Name and address Signature

FORMAT FOR POWER OF ATTORNEY (REGARDING AUTHORISATION OF LEAD MEMBER)

(To be submitted on a Non judicial Stamp Paper of Rs. 100 or more)

Know all men by these present that We, _____, _____,
_____ and _____ (hereinafter collectively referred to
as "the Consortium") hereby appoint and authorize _____ as our attorney.

Whereas SMP, Kolkata (hereinafter referred to as "Port") has invited tender for allotment of land vide NIT No. SMP/KDS/LND/05-2024 dated 27.02.2024 for **Allotment of Vacant Land at the junction of Remount Road and Kantapukur Road, being plot No. 05/24(A).**

Whereas the members of the Consortium are interested to participate in the said tender in accordance with the terms & conditions of the NIT No.

And whereas it is necessary under tender conditions for the members of the Consortium to appoint and authorize one of them being in Charge (Lead Member) to do all acts, deeds and things in connection with the aforesaid tender.

We hereby nominate and authorize _____ as our constituted attorney in our name and on our behalf to do or execute all or any of the acts or things in connection with submitting the tender to Port, to follow up with Port and thereafter to do all acts, deeds and things on our behalf until culmination of the process of bidding and thereafter till the Lease Deed is entered into with the successful bidder.

In Witness hereof we have signed this deed on this the _____ day of.....

1. For and on behalf of _____ (with seal)
2. For and on behalf of _____ (with seal)
3. For and on behalf of _____ (with seal)