



NEW MANGALORE PORT AUTHORITY CIVIL ENGINEERING DEPARTMENT

NIT No: CE(C)/SE(C-II)/EST/V0&V1/33/2024

Dated 20.09.2024

CORRIGENDUM NO-4

Sub: : Allotment of V0 plot of 10,730Sqm, & V1 plot of 8140 Sqm land area on long term lease in the Marshalling Yard Zone at New Mangalore Port; through E-Tender cum E-Auction process - **Extension of bid submission date & clarification to prebid queries- Reg.**

This is in continuation to our Notice Inviting Tender No CE(C)/SE(C-II)/EST/V0&V1/33/2024 dated **25.07.2024** for subject allotment, uploaded in Central; Public Procurement Portal on **25.07.2024**.

The clarifications to Prebid queries raised by prospective bidders on the subject Tender document is enclosed below for your perusal & necessary action.

In this regard, the last date for submission of Bid in the CPP Portal is extended upto 03.10.2024.

Details of the Extension:

- **Original Last date for submission of bid:** **24.08.2024** upto 15.00 hrs
- **Previously extended last date for submission of bid in Corrigendum 2:** 14.09.2024 upto 15.00 hrs.
- **Previously extended last date for submission of bid in Corrigendum 3:** 21.09.2024 upto 15.00 hrs
- **Extended Last date for submission of bid in this Corrigendum :** Two weeks from the date of publication of prebid queries.i.e **03.10.2024** upto **15.00** hrs
- **Bid opening date :** **04.10.2024** after 10.00 hrs

The Corrigendum No 4 can be downloaded from the NMPA website www.newmangaloreport.gov.in, from the link 'Tender' or e-portal **URL:**<https://eprocure.gov.in/eprocure/app> and <https://tenders.gov.in>

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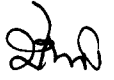
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Pre Bid replies of Tender No CE/SE(C-II)/EST/V0, V1/MYZ/33/2024 dated 14.02.2024.

Clarification for Prebid queries raised by the firms in connection with the e-tender for “allotment of V0 plot of 10,730sqm, & V1 plot of 8140 sqm land area on long term lease in the Marshalling yard zone at New Mangalore Port; through e-tender cum e-auction process”

The Clarification shall constitute a part of the Tender document for all purpose and one (1) set should be uploaded duly signed and stamped on each page, along with the Tender document.

	Reference in Bid Document/RFP	Clarification being sought by the bidder	NMPA's proposed Clarification
i	SECTION -I, Tender Notice 5.F.(iv) Page No 07	Page 7(Item 5 (F) indicates that the prebid meeting will be online while item (vi) on page 10 suggests it will be an offline meeting. Confirm the mode of prebid meeting is an option to attend the meeting online and to provide the meeting details?	As per clause 5 (F) on line pre bid meeting was scheduled on 19.08.2024 @ 15.00 hrs. There is no offline meeting.
ii	General	A) Whether the plots V0 and V1 are outside or inside the CRZ. B) If they are inside the CRZ, what is the CRZ Zone in which each of these plots fall and what is the portion size of each plot falling within CRZ zone	(A) Plots are Outside CRZ Zone. However bidder has to ascertain for suitability & applicability of statutory guidelines for their chosen activity at the subject plot. The bidder shall approach the CRZ authorities for further clarifications.


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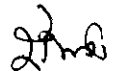

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339

iii	SECTION -I, Scope of Works Clause 3, Page 03	Confirm which existing and upcoming jetty of the Port will be available for the successful bidder to lay pipelines for handling each of the products mentioned in purpose of allotment?	Connectivity of Berth No 5 & 6 is for handling bitumen & Edible oil cargo. Berth No 15 is for handling edible oil cargo & non-hazardous other liquid cargo, however priority for Berth No 15 will be with Captive User. Berth No 9 & 12 are for POL cargo berth. However bidder shall access the feasibility of handling of their cargo at particular berth. Approval will be granted based on Technical certificate by the consent Authority ^{per approval} and feasibility of NMPA.
iv	SECTION -I, clause 5 (a), page 05	For Demonstrating the average networth criteria allow a bidder to submit the financial report of A) FY 2020-21, 2021-22, 2022-23. or B) FY 2021-22,2022-23,2023-24	As per clause 5(a) of section 1, Net Worth for the last 3 years ending 31st March 2023 (Financial Year (i) 2020-2021 (ii) 2021-2022(iii) 2022-2023). Hence Tender conditions prevails.
v	General	Are there any litigations or disputes on the tendered plots	No litigation or dispute on the tendered plots



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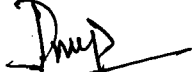

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vi	SECTION -II, instruction to bidders clause 22, Page 32	Proposed to amend the provision by adding and deleting the portions marked in bold and underlined. Requested to confirm Port acceptance. Any existing obstruction like pipelines, cables etc. in the leased land which are likely to cause hindrance to the structure / construction shall be re-laid / dismantled /re-routed by lessee at his own cost with the prior Approval and as directed by the appropriate authority. The cost of re-laying/ dismantling/re-routing shall be borne by the lessor	Tender Condition prevails.
vii	SECTION -II, instruction to bidders, clause 35, Page 34	The submission of a security deposit exceeding 1 crore is permitted via bank guarantee. If a bidder is successful for both Plots V0 and V1, can the security deposit amounts for both plots be combined to meet the eligibility requirement for submission through a bank guarantee? Please confirm.	If the successful bidder is same for both plots and the total amount of Security Deposit exceeds 1.00 Cr, then SD may be submitted in the form of Bank Guarantee.



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viii	Annexure 14 (Pre-Contract Integrity Pact), Page 94, Clause 7 (Fall Clause)	<p>All major ports determine the reserve price for tenders related to the allocation of vacant lands for the installation of tank farms storing liquid products (POL, edible oil, bitumen, chemicals, etc.) or gases (LNG, LPG, etc.) and they also revise the lease rent for existing tank farms according to the Land Policy Guidelines for Major Ports 2014 (LPGM 2014). Importantly, LPGM 2014 does not require major ports to consider the lease rent of other major ports when setting the reserve price for new tenders or revising the lease rent of existing tank farms.</p> <p>However, the above-mentioned clause 7 of the Pre-Contract Integrity Pact compels a bidder to offer a premium to match higher lease rents paid at other major ports and to voluntarily increase the lease rent payable to NMPA, if the bidder secures a new land parcel at a higher lease rent at any other major port during the NMPA's lease period of 30 years.</p> <p>This clause is impractical, irrational, and contrary to the fundamental principles and provisions of the Land Policy Guidelines for Major Ports 2014. Additionally, this clause is not found in the Integrity Pacts of other major ports. We therefore propose to delete this clause.</p>	This clause is deleted.
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ix	Annexure A (Draft Lease Deed), Page 111, Clause 1 (h) and 1 (i)	Seems to be an error in the numbering of clause 1 (h) and 1 (i), which have been repeated. Please correct the same.	Clause 1(h) & 1(i) at page 111 may be read as 1(g)(a) & 1(g) (b).
x	Annexure A (Draft Lease Deed), Page 111, Clause 1 (i)	<p>The provision appears excessively stringent as it grants the lessor the right to revoke the lease deed without giving the lessee an opportunity to remedy the delay. We propose amending the provision of Clause 1 (i) by adding the portions marked in bold and underlined. Please confirm your acceptance.</p> <p>"If the Lessee makes default in payment of the Lease Rents, electricity & water charges, or any other dues to the Lessor and/or interest as provided hereinbefore, the Lessor shall <u>serve a notice to the Lessee to make the due payments within 30 days of the notice, failing which the Lessor shall be entitled to revoke this Deed and cancel the Lease forthwith.</u></p>	<p>Clause 1(i) of the Annexure A(draft lease deed) in the Tender document revised as follows.</p> <p>If the Lessee makes default in payment of the Lease Rents, electricity & water charges, or any other dues to the Lessor and/or interest as provided hereinbefore, the Lessor shall serve a notice to the lessee to make the due payments within 21 days of the notice, failing which the lessor shall be entitled to revoke this Deed and cancel the Lease forthwith. The Lessee shall thereupon, forfeit all his/its rights there under and shall remain liable for any sum then due by the Lessee and also for any loss, which may be caused to the Lessor by reasons of such default.</p>


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

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xi	Annexure A (Draft Lease Deed), Page 111, Clause 1 (i)	<p>Clause 1(h) already makes the lessee liable to pay interest to the lessor for non-payment of annual rent, security deposit, and other dues within the stipulated time.</p> <p>Furthermore, Clause 1(i) makes the lessee liable for any loss caused to the lessor due to such default. This also amounts to compensation of consequential losses by the lessee, which is not a standard industry practice. Therefore, we propose amending the provision of Clause 1(i) by deleting the portions marked in bold and underlined. Please confirm your acceptance.</p> <p>"The Lessee shall thereupon, forfeit all his/its rights there under and shall remain liable for any sum then due by the Lessee and also for any loss, which may be caused to the Lessor by reasons of such default."</p>	<p>Not acceptable. The Tender Condition amended as at Sl No (X) above. Corrigendum No 4 Prevails.</p>
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334


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xii	Annexure A (Draft Lease Deed), Page 114, Clause 2 (k)	<p>This clause imposes an additional cost burden on the lessee to support the business activities of another port user, which is inequitable to the lessees of Plots V0 and V1. Therefore, we suggest amending the provision of Clause 2(k) by incorporating the additions and deletions marked in bold and underlined. Please confirm your acceptance.</p> <p>“If, need arises, the Lessor may issue instruction in writing to the Lessee to permit routing of any utility services such as underground or overhead electric lines, telegraphic lines, Pipelines etc of other user through the land allotted to the lessee the. The Lessee shall permit the same and the Lessee shall not be compensated for it. at the risks and the costs of the user for whose benefit such routing of utility services is carried out.”</p>	<p>Clause 2(k) of the Annexure A (draft lease deed) in the Tender document revised as follows.</p> <p>If, need arises, the Lessor may issue instruction in writing to the Lessee to permit routing of any utility services such as underground or overhead electric lines, telegraphic lines, Pipelines etc. of other users by prior consent of the lessee through the land allotted to the lessee and the Lessee shall permit the same and the Lessee shall not be compensated for it.</p>
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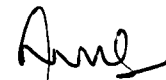
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xiii	Annexure A (Draft Lease Deed), Page 116, Clause 6 (a)	<p>We suggest amending the provision of Clause 6(a) by incorporating the additions and deletions marked in bold and underlined. Please confirm your acceptance.</p> <p>"The Lessor shall be entitled to allow any public utility services such as electric posts, or cables, water supply, sewer lines, drains, sanitary lines or telegraph post or cables, to be taken through the said Leased Premises at the risks and the costs of the public utility services provider carrying out such work. and the Lessee shall not be entitled to any compensation in respect of the same, including compensation, if any, The Lessee shall not be liable to pay annual rent and security deposit relating to for the space occupied by such public utility services. Provided that, while allowing such public utility services to be taken through the said Leased Premises, only the minimum possible hindrance shall be caused to other structures in the said Leased Premises.</p>	Tender Condition Prevails.
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xiv	Annexure A (Draft Lease Deed), Page 118, Clause 8	<p>It is mentioned that "The Port structures, roads, railways lines, etc. may require additions/alternations at a later date as a part of the future development of the Port and the Lessee shall shift/realign the storage facility/ pipelines as may be necessary in this regard and as directed by the Lessor at its own cost and no claim whatsoever for any expenditure incurred in this regard will be entertained by the Lessor. The cost of construction of the road which is required to realign due to the proposed Port expansion as mentioned above shall be duly reimbursed by the lessee to the Lessor".</p> <p>Given that the additional costs for the Lessee arise from the Port's requirements, it is reasonable that such costs should be reimbursed by the Port to the Lessee. The Lessee should not incur any expenses in this regard. Please confirm this understanding.</p>	<p>As per clause 8, Page 118 - No claim will be entertained by the lessor.</p> <p>Tender condition prevails</p>
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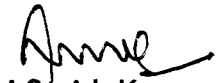
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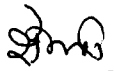



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xv	Annexure A (Draft Lease Deed), Page 118, Clause 10	<p>It is mentioned that "The Lessee has to construct at his cost any new road required for smooth operation of their facility or as required by NMP for providing alternative road to avoid traffic congestion due to the said facility. The Lessee shall allow other users as & when required to utilize the roads."</p> <p>Since the access roads are NMPA's property and are made available on a common-user basis to all port users, the cost of developing these roads should be borne by the Lessor. The Lessee should not incur any expenses in this regard. Please confirm this understanding.</p>	<p>Clause 10 of the Annexure A (draft lease deed) in the Tender document revised as follows.</p> <p>"The Lessee is responsible for developing any new roads required for seamless operation of their facility within their plot area"</p>
xvi	General	<p>We require sufficient time to absorb the replies of pre-bid queries by NMPA and prepare for the tender submission. Therefore, we kindly request an extension of the online tender submission deadline from the current due date of August 24, 2024, to allow at least 21 days after NMPA's replies.</p>	<p>Two weeks will be provided from the date of publication of prebid clarification to the queries.</p>
xvii	General	<p>To extend the bid submission date upto 01.10.2024</p>	<p>Two weeks will be provided from the date of publication of prebid clarification to the queries.</p>


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