

NEW MANGALORE PORT AUTHORITY CIVIL ENGINEERING DEPARTMENT

No: CE/SE(C-II)/EST/MARS/2024-25

Dated 23.09.2024

CORRIGENDUM NO.2

TO THE POTENTIAL BIDDERS

Sub :- "Allallotment of 60,703 Sqm (approx.) ", land area on long term lease in the Marshalling Yard Zone of New Mangalore Port through e-Tender cum e- Auction process"-Reg

This is in continuation to our Notice Inviting Tender No CE(C)/SE (C–II)/EST/MARS-IND/2024-24 dated 16.08.2024 and subsequent Corrigendum No-1 dated 18-09-2024 (date extension), in connection with Tender invited by the Port Authority for allotment of subject land area.

Consequent upon the queries on the Tender document, raised by prospective bidders, please find enclosed herewith the "Clarifications to the Bidders Pre Bid Query on the Tender document (**Annexure-A**)" and corresponding Corrigendum No-3 to the Tender Document.

1. Page No. 6 & 7, Section-I, "Tender Notice", Clause 5F (iii), 5F(v) and 5F (vi) shall be deleted and read as follows

Clause 5(F), of "Tender Notice"

Pertinent information is given in the following table:

iii	Date from which tender document available	After 10:00 hrs from
	on the	19.08.2024 till 15:00 hrs on
	URL:https://eprocure.gov.in/eprocure/app.	05.10.2024 (Saturday).
	website for download	
v	Last date and time for on line Tender	On or before 15.00 HRS on
	submission.	05.10.2024 (Saturday)
vi	opening of	07.10.2024 (Monday) after
	Part - I (i.e. Technical Bid	15.30 Hrs.

 The "Plot Location Drawing" and "Plot Layout Plan", provided at Pg. No 123 and 124 respectively of the Tender document shall be deleted and replaced with the revised Plot Location Drawing (Appendix-A) and revised Plot Layout Plan (Appendix-B); which has been enclosed herewith.

3. Page No. 31, the following Clause 22, under Section – II; stands deleted

Clause 22 :- "Any existing obstruction like pipelines, cables etc. in the leased land and as directed by the appropriate authority."

The same stands replaced as follows:-

Clause 22 :- 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 existing Over Head electrical lines passing through the Plot and the supporting electrical Poles may be shifted by the Successful Bidder/Lessee at his cost with prior approval of the Port Authority and in consultation/approval of MESCOM or KPTCL.

> Two warehouses each measuring 2,754 Sqm; exists on the Tendered Plot. The Tendered Plot shall be allotted to the successful Bidder along with the two Warehouses. In return, the successful Bidder shall remit the written-down value (WDV) of the two Warehouses amounting to Rs 2,80,899/- to Port Authority within 60 days from the date of Letter of Intent.

4. Page No. 88, the following Clause - 7, under Annexure-14 -- "Fall Clause" ; stands deleted

Clause 7 :- Fall Clause :-

"The BIDDER undertakes that it has not performed/is not performing similar project at a price **Higher** than, if the contract has already been concluded."

The same stands replaced as follows:-

Clause 7:- Fall Clause: - BLANK

- 5. Page No. 105, the following Clause of the Annexure-A- "Draft Lease deed", stands deleted
 - Clause 1(i) :- "If the Lessee makes default in payment of the Lease Rents, electricity & water charges, or any other dues, which may be caused to the Lessor by reasons of such default."

The same stands replaced as follows:-

- Clause 1(i) :- "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."
- 6. Page No. 108, the following Clause 2 (L) of the Annexure-A "Draft Lease deed" stands deleted

Clause 2(L) :- "If, need arises, the Lessor may issue instruction in writing to the Lessee and the Lessee shall not be compensated for it."

The same stands replaced as follows:-

- Clause 2(L) :- "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 lessee shall not be compensated for it."
- 7. Page No. 112, the following Clause 10 of the Annexure-A "Draft Lease deed" stands deleted

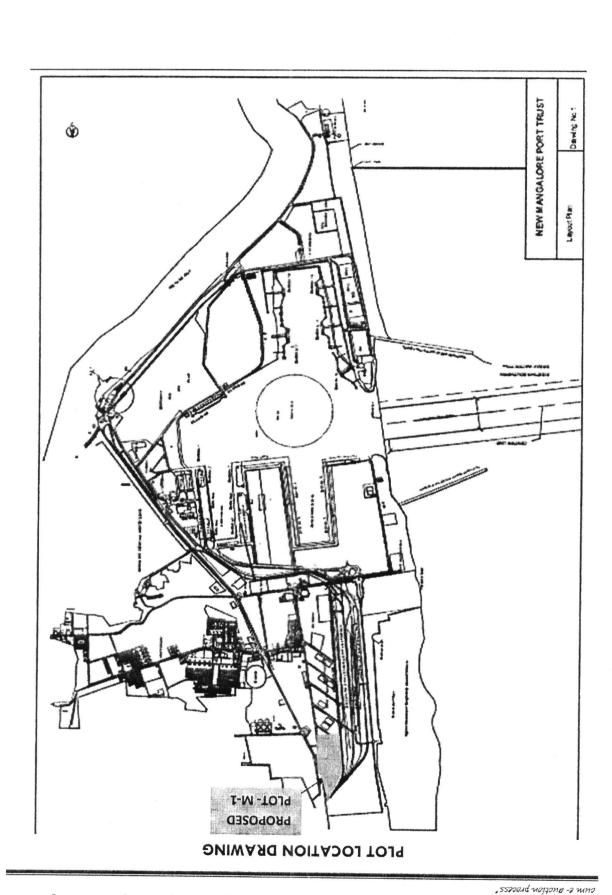
Clause 10 :- "The Lessee has to construct at his cost any new road required forshall allow other users as & when required to utilise the roads."

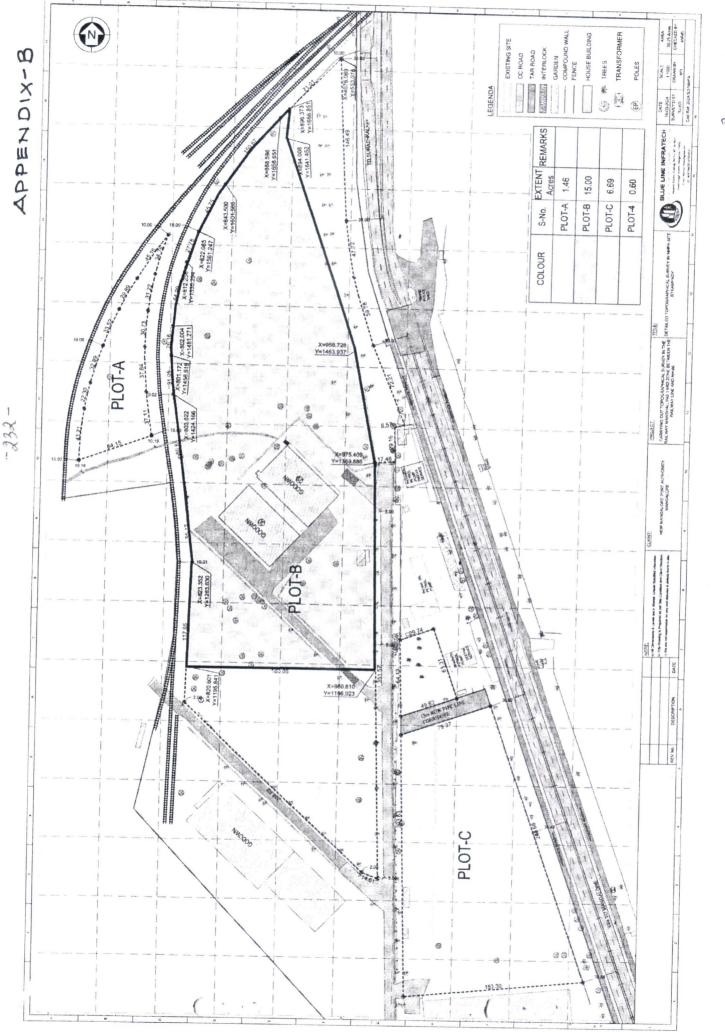
The same stands amended and replaced as follows:-

Clause 10 :- "The Lessee is responsible for developing any new roads required for seamless operation of their facility within their plot area"

HIEF ENGINEER (CIVIL)

APPENDIX-A





- Page 16 0/ 16

ANNEXURE-A

CLARIFICATIONS TO THE BIDDERS PRE BID QUERY ON THE TENDER DOCUMENT

Name of the Tender	E- Tender for "Allotment of 60,703 Sqm (approx) land area on long term lease in the Marshalling
	Yard Zone of New Mangalore Port through e-tender cum e- auction process
Tender No	CE/SE(C-II)/EST/MARS/2024-25
NIT No and date	CE(C)/SE(C-II)/EST/MARS-IND/2024-24 dated 16.08.2024
Bid submission Date	25.09.2024
Bid Opening Date	26.09.2024

S. No.	Reference in Bid Document/RFP	Clarification being sought by the Prospective Bidder	NMPA's clarification
1	Query raised by S	ri Rohan Singh, M/s Aegis Vopak Terminals Limited v	ide email dated 02.09.2024
i.	Page 123 and 124	Layout of Plot M1 Kindly note the plot shown in both the drawings are different i.e. in the rough sketch and the Topographical map. Please advise the co- ordinates details of the land	 "Please refer to Corrigendum No-1". The Plot Location Drawing and Plot Layout Plan provided at Pg. No 123 and 124 respectively of the Tender document shall be replaced with the revised Plot Location Drawing (Appendix-A) and revised Plot Layout Plan (Appendix-B).
ii. Drug B.Lagwankar Engineer(Civil)		Land Availability The product we plan to handle, i.e. POL/Chemical/LPG as per the tender, via rakes will require distances/spacing to be met as per Authories Shri Pradeep Kumar Kar ffic Manager FA & CAO i/c	The Plot Lay out Plan provided at Pg. No 124 of the Tender document has been revised considering the maximum possible extent of land area that could Sd/- Shri Jijo Thomas FA & CAO stat

Andrew .

(5

~

S. No.	Reference in Bid Document/RFP	Clarification being sought by the Prospective Bidder	NMPA's clarification
		PESO norms. For this, realignment of land would be required, i.e. addition/removal of part of the plot to meet statutory norms (~0.65 acres realignment, to be reconfirmed after receiving plot co- ordinates). Please advise on the way forward for this.	as Appendix-B of Corrigendum No-1.
III.		Access of Rail line 1 and 2 to plot M1 The land allotted by NMPA is to be used for setting up a rail loading gantry. However, the existing rail line i.e. Line 1 & 2 will have to be extended to the said plot for receipt and dispatch of rakes. We request Port to arrange for this connection.	RoW permission as per PGLM-2015 & Port Authority's Board approved terms and conditions to connect the allotted Plot with the existing Railway lines will be granted to the successful bidder, based on his request, approvals of the Competent Authority and feasibility of NMPA on common user basis. The Successful Bidder has to arrange for connection to existing rail line i.e.1&2 at their own cost.
iv.	f t Shri Sa	As per our understanding, Railways have advised	The railway line No.1 is fully electrified whereas line No.2 partially electrified as per the requirement for cargo loading and unloading operation.

S. No.	Reference in Bid Document/RFP	Clarification being sought by the Prospective Bidder	NMPA's clarification	
٧.	Clause 5 (A),	Financial Criteria	Tender Condition prevails.	
	Page 5	a) For demonstrating the average net worth		
		criteria, please allow a bidder to submit the		
		financial report of		
		financial year 2020-2021, 2021-2022, 2022-2023		
		OR		
		b) financial year 2021-22, 2022-23 and		
		2023-24		
vi.	Clause 6 (e),	Determination of volume for MGT		
	Page 8	If the successful bidder already has an existing		
		tank farm of POL/Chemical/LPG at NMPA and it		
		decides to install only a rail siding for these		
		products on the tendered plot M1 (60,703 sqm),		
		then we propose to determine the MGT as follows:	Tender Condition prevails.	
		a) MGT will calculated by adding the volumes		
		handled by the bidder at its existing tank		
		storage which are connected to tendered		
		plot M1 (60,703 sqm)?		
		OR		
		b) The cargo dispatched from the facility		
		developed on the tendered plot M1	1	
and .		And mep	sd/- En	
agwankar	Shr	ri Satish Kumar Shri Pradeep Kumar Kar		-Page

·**

Document/RFP	Clarification being sought by the Prospective Bidder	NMPA's clarification
	(60,703 sqm) will be considered for MGT calculation.	
vii. Clause 22, 26 Page 31	Condition of the Plot The land should be handed over to the successful bidder free of any structures, pipelines, cables, etc. As a lessee, it will be our responsibility to dismantle the structure at the end of the lease. Hence, prior to taking over, the existing structure shall be cleared by previous lessee or the lessor. Therefore, we propose amending the provision of item 22 as below. Please confirm your 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 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.	 Please refer to Corrigendum No-1 The Tender Conditions under Section – II, Clause 22; shall be deleted and replaced as follows :- "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 existing Over Head electrical lines passing through the Plot and the supporting electrical Poles may be shifted by the Successful Bidder/Lessee at his cost with prior approval of the Port Authority and in consultation/approval of MESCOM

1.00

.

S. No.	Reference in Bid Document/RFP	Clarification being sought by the Prospective Bidder	NMPA's clarification
			Two warehouses each measuring 2,754 Sqm; exists on the Tendered
			Plot. The Tendered Plot shall be allotted to the successful Bidder along with the two Warehouses. In return the successful Bidder shall remit the written-down value (WDV) of the two Warehouses amounting to R 2,80,899/- to Port Authority within 60 days from the date of Letter o
			Intent.
viii.	Section III Clause	Execution Plan	
	6 (c), Page 54	As the timelines for statutory permissions are not	
		within bidder's control, we request NMPA to	
		replace Clause 6 (c) by either of the two	
		suggestions. This is to take into consideration the	
		timelines of statutory authorities which is beyond	
		NMPA and Bidder's control,	Tender Condition prevails.
		a) The successful bidder shall be permitted to	
		commission the project within 2 years from	
		the date of receiving permissions from	
		statutory authorities.	
tonti		Annel Imme	sd/-
agwankar	Shi	ri Satish Kumar Shri Pradeep Kumar Kar affic Manager FA &CAO i/c	Shri Jijo Thomas -Page

~

~ e.

~

	ence in Bid ment/RFP	Clarification being sought by the Prospective Bidder	NMPA's clarification
ix.		OR b) The successful bidder shall be permitted to commission the project within 3 years from the date of Handing over of Land by NMPA.	
Annexure (Pre-Cont Integrity Page 88,	e 14 Iract Pact), re Item 7 o	Fall Clause 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 ease rent for existing tank farms according to the and Policy Guidelines for Major Ports 2014 LPGM 2014). Importantly, PGLM 2014 does not equire major ports to consider the lease rent of ther major ports when setting the reserve price for ew tenders or revising the lease rent of existing ank farms.	The Clause 7- "Fall Clause" of Annexure 1 (Pre-Contract Integrity Pact)," stand deleted and shall be read as "BLANK".
wankar	of at lec	owever, the above-mentioned clause 7 of the re-Contract Integrity Pact compels a bidder to fer a premium to match higher lease rents paid other major ports and to voluntarily increase the ase rent payable to NMPA, if the bidder secures new land parcel at a higher lease rent at any	

S. No.	Reference in Bid Document/RFP	Clarification being sought by the Prospective Bidder	NMPA's clarification
		other major port during the NMPA's lease period of 30 years. 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.	
х.	Annexure A (Draft Lease Deed), Page 105, Clause 1 (i)	Any delay in payment 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 Clause 1 (i) of the draft Lease Deed sha be amended as follows :- If the Lessee makes default in payment of th Lease Rents, electricity & water charges, c
		the delay. We propose amending the provision of Clause 1 (i) by adding the portions marked in bold and underlined. Please confirm your acceptance.	any other dues to the Lessor and/or interest as provided hereinbefore, the Lessor sha serve a notice to the Lessee to make the du
		"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 30 days of the notice, failing which the Lessor	payments within 21 days of the notice failing which the Lessor shall be entitled t revoke this Deed and cancel the Leas forthwith. The Lessee shall thereupon, forfe all his/its rights there under and shall remai liable for any sum then due by the Lesse

Shri S.B.Lagwankar Chief Engineer(Civil)

-

. .

-

10

Row Shri Satish Kumar Traffic Manager

Shri Pradeep Kumar Kar FA &CAO i/c

Sd/-Shri Jijo Thomas FA &CAO stat.

-Page 7 of 16

S. No. Reference in Bic Document/RFP	Bidder	NMPA's clarification
xi.	shall be entitled to revoke this Deed and cancel the Lease forthwith."	e and also for any loss, which may be cause to the Lessor by reasons of such default.
Annexure A (Draft Lease Deed), Page 105, Clause 1 (i)	Any delay in payment 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. 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. "The Lessee shall thereupon, forfeit all his/its rights there under and shall remain liable for any sum then due by the Lessee."	"The Tender Condition as amended at SI Na (x) above/ Corrigendum No 1, prevails."
Annexure A (Draft Lease	Use of said plot of other user for laying of pipeline/OHE etc. during the lease period	• Please refer Corrigendum No -1. The Clause 2(1) of the draft I
nkar Shai G	Truc tish Kumar	The Clause 2(1) of the draft Lease Deed shall be amended as follows :- S&l-

~

S. No.	Reference in Bid Document/RFP	Clarification being sought by the Prospective Bidder	NMPA's clarification
	Deed), Page	This clause imposes an additional cost burden on	If, need arises, the Lessor may issue
	108, Clause 2 (I)	the lessee to support the business activities of	instruction in writing to the Lessee to permi
		another port user, which is inequitable to the lessees	routing of any utility services such a
		of Plot M1. Therefore, we suggest amending the	underground or overhead electric lines
		provision of Clause 2(1) by incorporating the below.	telegraphic lines, Pipelines etc of other user
		Please confirm your acceptance.	by prior consent of the lessee through the
		"If, need arises, the Lessor may issue instruction in	land allotted to the lessee and the Lessee
		writing to the Lessee to permit routing of any utility	shall permit the same and lessee shall not be
		services such as underground or overhead electric	compensated for it.
		lines, telegraphic lines, Pipelines etc of other user	
		through the land allotted to the lessee the. The	
		Lessee shall permit the same subject to the said	
		construction does not affect the Lessee's operations	
		and this shall be at the risks and the costs of the	
		user for whose benefit such routing of utility	
		services is carried out."	
		services is carried out.	
xiii.		Use of said plot to allow public utility services	
	Annexure A	during the lease period	
	(Draft Lease	We suggest amending the provision of Clause 6(a)	
	Deed), Page	by incorporating the additions and deletions	
	110, Clause 6	marked in bold and underlined. Please confirm	
	(a)	your acceptance.	
the		Anno the product have	Sd /- Shri Jijo Thomas -Page
agwankar ineer(Civil	Sh -	ri Satish Kumar Shri Pradeep Kumar Kar affic Manager FA &CAO i/c	FA &CAO stat

~

S. N	No. Reference in Bic Document/RFP	Bidder	NMPA's clarification
xiv.		"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. The Lessee shall not be liable to pay annual rent and security deposit 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."	pre runs.
	Annexure A (Draft Lease Deed), Page 112, Clause 8 s m b	additions/alternations at a later date as a part of the future development of the Port and the Lessee hall 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 thatsoever for any expenditure incurred in the	Tender condition prevails.
wankar eer(Civil)	Shri Sat	Ander Manager Shri Pradeep Kumar Kar FA &CAO i/c	Sd/- Shri Jijo Thomas/FA & cApistat

S. No.	Reference in Bid Document/RFP	Clarification being sought by the Prospective Bidder	NMPA's clarification		
		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". 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.			
XV.	Annexure A (Draft Lease Deed), Page 112, Clause 10	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." 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	Clause 10 of the Annexure A (draft leas deed) in the tender document revised of follows; "The Lessee is responsible for developin any new roads required for seamled operation of their facility within their pla area".		

Shri S.B.Lagwankar Chief Engineer(Civil)

~

Shri Satish Kumar Traffic Manager

Shri Pradeep Kumar Kar FA &CAO i/c

Sd |-Shri Jijo Thomas FA &CAO stat.

-Page 11 of 16

S. No.	Reference in Bid Document/RFP	Clarification being sought by the Prospective Bidder	NMPA's clarification
xvi.		not incur any expenses in this regard. Please confirm this understanding.	9
xvi.	Others	Legal Are there any litigations or disputes on the tendered plots?	No litigation or dispute on the tendere Plot.
11.		CRZ Area Could you please confirm if the tendered plot M1 (60,703 sqm) is located within or outside the CRZ? If it is within the CRZ, could you provide details on the specific CRZ zones it encompasses and the corresponding area of the plot within each CRZ category?	The Bidders shall ascertain the suitability and applicability of statutory guideline for the chosen activity at the subject Plot The Bidder shall approach the CR2 authorities, for further clarifications.
. с	ti y p	he said Plot M1 to our existing plots. We request ou to kindly confirm NMPA shall be able to	RoW permission will be considered as per PGLM-2015 and Port Authority's Board approved terms and conditions, based on the request of successful bidder, approvals of the Competent Authority and feasibility of NMPA.

Shri S.B.Lagwankar Chief Engineer(Civil)

Shri Satish Kumar Traffic Manager

luce Shri Pradeep Kumar Kar FA &CAO i/c

Sd1-Shri Jijo Thomas / FASLAO Stat

-Page 12 of 16

S. No.	Reference in Bid Document/RFP	Clarification being sought by the Prospective Bidder		NMPA's cla	rification
kix.	Others	RoW for Jetty connectivity If the successful bidder intends to set up tank farms for storing and handling LPG, POL, chemicals, edible oil etc, the bidder will require at least 2-3 pipelines connecting the tank farm on the tendered plot to the port's jetty. Could you please confirm which existing and upcoming jetties at the port will be available for the successful bidder to lay pipelines for handling each of the aforementioned products?	by the will I Bidde convertende since tende since tend	ne Successful Bidd be made availab er for handling re ey the same thro ered plot :- Type of Cargo LPG, POL & Chemicals Edible Oil & Bitumen Edible oil & non-hazardous other liquid cargo Bitumen ever, bidder bility of handling	cargo to be handled er, following Berth ole to the successfu espective cargo and ugh pipelines to the Berth No Berth No Berth No 5 & 6 Berth No 5 & 7 Berth

~

.

کیکی Shri S.B.Lagwankar Chief Engineer(Civil)

Shri Satish Kumar Traffic Manager

Shri Pradeep Kumar Kar FA &CAO i/c

Sd Shri Jijo Thomas FA &CAO stat.

-Page 13 of 16

S. No.	Reference in Bid Document/RFP	Clarification being sought by the Prospective Bidder	NMPA's clarification
			based on "Technical certificate issued by the
			consent Authority and feasibility of NMPA".

ZM Shri S.B.Lagwankar Chief Engineer(Civil)

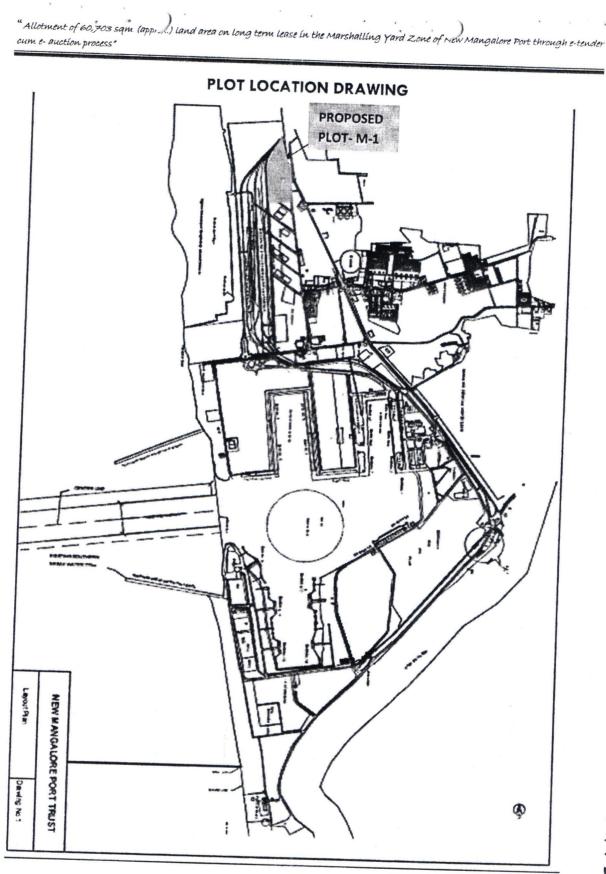
Shri Satish Kumar Traffic Manager

Sd Shri Jijo Thomas FA &CAO stat.

Shri Pradeep Kumar Kar FA &CAO i/c

-Page 14 of 16

.



· 2933-

APPENDIX - A

123

- Page 15 of 16

