

**CLARIFICATIONS TO THE PRE-BID QUERIES ON THE TENDER DOCUMENT RECEIVED FROM PROSPECTIVE BIDDER IN RESPONSE TO TENDERS INVITED BY THE PORT FOR ALLOTMENT OF LAND ON LONG TERM LEASE ON EASTERN & WESTERN SIDE OF NH-66, FOR COMMERCIAL ACTIVITIES AT NEW MANGALORE PORT THROUGH E-TENDER CUM AUCTION PROCESS**

Sl. No.	Reference in Bid Document/RFP	Clarification being sought by the bidder	NMPA,S Clarification proposed.
1	Draft Lease Deed ANX A	An oil marketing company or its LOI holder shall apply for the tender and use the land for setting up & running petrol pump with allied facilities at the awarded land. Please Confirm.	Please refer clause 3 of Section-I of tender document.
2	Draft Lease Deed -1 (i)	Kindly specify what overdue payments falls under this clause and also specify interest rate applicable on account of any defaults.	The clause refers to any payment due under the lease agreement that has not been made within the prescribed time frame. This includes, payments such as Lease Rent, Security Deposit, electricity & water charges & financial obligations under the lease agreement or any other dues that are part of the lease agreement. For the applicable interest rate please refer clause 1(g) of draft lease deed.
3	Draft Lease Deed -1 (J)	Request to incorporate an escalation matrix and notice period, allowing appropriate time for representing the case or ensuring proper compliance before revoking the deed and cancelling the lease	Clause 1(j) of the Annexure A (draft lease deed) in the Tender modified as follows. 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

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			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.
4	Draft Lease Deed 2(l)	Shall be read as: The Lessee here by indemnifies the Lessor against all loss or damage or injury to life or property of anyone including third party or direct claims and costs thereof arising directly from the use of the Leased Premises and the activities the Lessee is engaged in, on the said leased premises during the period of lease.	Tender Condition prevails
5	Draft Lease Deed 2. (k)	In such a case, if a need arises due to any disruption in the Lessee's operations or safety caused by the routing or shifting of utility services, mutual discussions is proposed, with due consideration of compensation & other terms	Tender Condition prevails
6	Draft Lease Deed 3.(D)	Extension of the construction period should be granted in cases where the delay is due to reasons beyond the control of the Lessee, such as force majeure events	Tender Condition prevails

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		or delays in obtaining approvals from statutory authorities	
7	Draft Lease Deed - 5(A)	The opportunity to be heard regarding provision of alternate land for continuing operations, full compensation for site development and any loss of business opportunity should be considered when calculating the amount of compensation	Tender Condition prevails
8	Draft Lease Deed - 6(A)	We intend to set up a petrol pump that stores and sells hazardous products under the license of the Explosive Department. Therefore, any requests for overhead lines, electric posts, sewer lines, or similar installations will not be permitted on the leased premises due to public safety.	Tender Condition prevails
9	Draft Lease Deed - 1(d)	Kindly clarify the following: 1. The frequency of revisions for the escalation. 2. The formula for escalation (e.g., linking to an index such as CPI/WPI, etc.). 3. An upper cap on the escalation percentage to ensure cost predictability to calculate the	Tender Condition prevails

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		ROI/financial viability of the proposal.	
10	SECTION -III	Kindly confirm whether lessor will provide GST compliant Tax invoice for the annual lease rent and Lessee can deduct TDS on lease rent.	Point 4 of GCC of Section-III in the tender modified as follows. As per applicable provisions of the GST Act 2017Income tax Act 1961. The Lessee shall pay all taxes (including GST, applicable Cess), levies, duty which he may be liable to pay to State Govt. of Karnataka & Government of India or other authorities under any law for the time being in force in respect of or in accordance with the execution of Lease. The Lessee shall further be liable to pay such increase in the taxes, levy, duty etc., under the existing law or which may be liable as a result of introduction of any law. increase in taxes, levies, duties etc., or imposition of new taxes, levies duties etc., shall not be a ground or an excuse for not executing the Lease agreements within the stipulated time nor a ground or an excuse for claiming any extra or additional costs, nor a ground or an excuse for extension of time for execution of the offer. The GST, plus applicable Cess and any other applicable taxes as per prevailing rates at the time of raising demand shall be remitted to the Port along with the Annual/upfront Lease rentals.
11	25.ENVIRONMENTAL AND STATUTORY	An EIA report shall not be mandatory, as no	Tender condition prevails.

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	CLEARANCES OTHER	harmful effluents are being discharged from the site	
12	Clause 22 Page no 36	Kindly provide the drawings of the existing underground utilities on the plot to the respective successful bidder	Kindly refer section-ii Clause-6 of tender document.
13		Kindly extend the last date for tender submission by a minimum of 15 working days, until the 25th April 2025, following the current tender submission closing date	Kindly refer Corrigendum-1. Bid submission last date has been extended from 07 .04.2025 to 21.04.2025.
14	Clause 22 Page no 36	Kindly provide the following information: 1. Latitude and longitude coordinates for each site. 2. Site dimensions for each location. 3. Drawings or sketches for each site.	Kindly refer Corrigendum-2.

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CHIEF ENGINEER(CIVIL)