

COCHIN PORT TRUST

REPLIES TO THE QUERIES RAISED BY THE PARTICIPANT FIRMS DURING THE MEETING CONDUCTED AT 11:00 HRS. ON 06-08-2018 IN THE CONFERENCE HALL, ADM. BLOCK, COCHIN PORT TRUST IN CONNECTION WITH TENDER FOR LEASE OF 29 PLOTS WITH EXISTING STRUCTURES/ BUILDINGS FOR COMMERCIAL PURPOSES/OFFICE/WAREHOUSE PURPOSE AT WILLINGDON ISLAND/ ERNAKULAM ON ANNUAL LEASE RENT BASIS FOR A PERIOD OF 20/30 YEARS ON TENDER CUM AUCTION BASIS: TENDER NO.MSTC/BLR/COCHIN PORT TRUST/9/WILLIGDON ISLAND/17-18/11448, 11449 & 11451

Sl. No.	Name of firm	Queries	CoPT's Responses
1	Kerala Fine Arts Society	As per the special condition in the bid document, we notice that the lease period is limited to 20 years for the above property while it remains 30 years for all others.	Clause 5.1 shall be amended to include lease period of 30 years for Unit No.-20
2		We are given to understand that period of lease is stipulated as 20 years based on our letter seeking renewal of lease in 2013 before the present Land Policy came into force. If that be so, other requests in the said letter should also have been considered. We find this as discriminatory.	Your application for renewal of the land dated 15/05/2014 was considered by the Port Trust Board and the Empowered Committee of Govt. of India. Based on the directions of the Empowered Committee, GoI, the tender is being invited.
3		We are also informed that if allotted, the new terms and conditions would be retrospectively applied from 2013, which would mean that the lease period would be only 15 years from now which is also discriminatory.	Lease period for Unit-20 will be amended as 30 years. Terms and conditions of lease will be applied retrospectively if existing lessee is the successful bidder, as per PGLM 2015 and subsequent clarifications from GoI.
4		It may also be clarified whether as an existing lessee we are required to furnish the audited financial statements for the three years.	As per clause 2.19.1, The existing lessee of the land is eligible for submitting the bid. Hence audited financial statements for the past three years is not required to be uploaded in case of existing lessees.
5		Since they are not a business entity whether any qualification required as mentioned in the Tender Document	As per clause 2.19.1, The existing lessee of the land is eligible for submitting the bid but should not have any dues payable to CoPT.

6		Whether the lease rent will be collected from the new lease period or with retrospective effect	Lease Rent at the then prevailing rate notified by TAMP will be collected with retrospective effect if the existing lessee emerges as the successful bidder. This is as per PGLM 2015 and subsequent clarifications issued by the Ministry of Shipping.
7		When will the reply to the queries will be published	Replies to the queries will be published by 16 th of August.
8		Whether hospitality business can be done	As per Land Use Plan of CoPT, Hospitality business is not a permitted activity in Unit-14 area.
9	Daragh Smail	Whether an affidavit is sufficient instead of paying the dues now	As per clause 2.19.1, The existing lessee of the land is eligible for submitting the bid, provided all dues payable by the existing lessee to Cochin Port Trust have been cleared. In case existing lessee of the land has defaulted in payment of dues to Cochin Port Trust, the bids of such lessees will be rejected. Affidavit will not suffice.
10		Whether lease deed will be provided before the tendering	A draft lease deed format is attached in the tender document as Annexure-III
11		Cochin Port Trust mentions the purpose as MS/HSDS/Auto LPG Dispensing station. Now as CNG(Compressed Natural Gas) stations are planned in Ernakulam district, whether CoPT will allow HPCL to set up CNG facilities through the licensed distributor at the site.	Yes, subject to obtaining all statutory clearance. Clause 2.6 and Section-9 of tender document shall be amended to include CNG.
12	HPCL	<ul style="list-style-type: none"> i) Area of land for which the scale of rate is given ii) In which “ Purpose category” will MS/HSD/Auto LPG dispensing station come. 	<ul style="list-style-type: none"> i) The rates prescribed in the schedule is for per Ha/annum ii) Commercial
13		Whether GST is applicable to Reserve Price and ONRP?	Yes, GST at the prevailing rate is applicable for Onetime non refundable premium and lease rentals.
14	VDO	Whether any minimum number of bid is required to finalise the Tender	Minimum two qualified tenderers are required in the first invitation to finalise the tender.
15	Marine	Since RFR is providing, why re-tender is necessary	Re-Tender is done in case where only one offer is received at the first invitation. This is done to ensure competitive bidding and as per guidelines

			for tendering in CoPT .
16	Aspinwall	Whether long term service agreement with third party will be permitted.	No. The tender condition shall prevail
17		Whether sub lease will be permitted	Sub lease is not permitted
18		Can a part of building be surrendered as per the tender document	The lessee can surrender portion of the land as per the provision in the lease deed.

CORRIGENDUM-I

Sl. No.	Tender Nos.	Page No. and Clause No.	Existing	Modified as
1	11448, 11449 & 11451	3, 1.12.6	Nil	Date of starting of E- tender for submission of online technical bid and price bid- from 17 Hrs on 16/08/2018
2	11449	5, Clause 2.6 (against Unit-18&19 under purpose column)	Diesel/petrol/auto LPG dispensing station	Diesel/petrol/auto LPG/CNG dispensing station
3	11449	20, Section-9 (against Unit-18&19 under purpose column.)	Diesel/petrol/auto LPG dispensing station	Diesel/petrol/auto LPG/CNG dispensing station
4	11449	16, clause 5.1	The lease period will be for 20 years for Unit-20 and 30 years for all other Units	The lease period will be for 30 years for all units.

This Queries / Responses and addendum/corrigendum shall form part of the tender document and the same shall be uploaded along with the bid document by the bidders.

**Sd/-
SECRETARY**