

## **SYAMA PRASAD MOOKERJEE PORT, KOLKATA HALDIA DOCK COMPLEX**

Tender No.: Ad/E/T/Land/10,000 sq.mtrs./DZ/2021

E-tender No.: MSTC/ERO/HALDIA DOCK COMPLEX/30/HALDIA/20-21/30121

**Sub:** Allotment of SMP, Kolkata land msg. about 10,000 sq. mtrs. in the Dock Zone of Haldia Dock Complex, Haldia on “as is where is” basis, for a period of 30 years without any option of automatic renewal for the purpose for setting up of Industry/Storage Terminal/Storage Facilities for all types of permissible dry bulk cargo (other than coal/coke) /liquid bulk cargo (other than Class- A & B Liquid Cargo) to be handled through HDC through tender-cum-auction.

### **CORRIGENDUM/ADDENDUM- I**

<b>Ref. Clause no.</b>	<b>Item</b>	<b>Original date and time as per Tender Document</b>	<b>To be read as</b>
Item (h) of SOT	Last date of submission EMD and Bid Document fee at HDC	09.03.2021 upto 13.30 hrs.	16.03.2021 upto 13.30 hrs.
Item (j) of SOT	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	09.03.2021 at 14.30 hrs.	16.03.2021 at 14.30 hrs.
Item (k) of SOT	Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date of opening of Part II i.e. Price Bid shall be informed separately	09.03.2021 after 16.00 hrs.	16.03.2021 after 16.00 hrs.

The Corrigendum/Addendum will be applicable in case of the instant tender irrespective of publication on MSTC website.

Bidders are requested to submit the scan copy of the Corrigendum- I duly signed under official seal along with their Techno-commercial offer as an acknowledgement and acceptance.

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### Pre-bid queries vis-à-vis reply of HDC/SMP, Kolkata.

Sl. No.	Query	Reply to the Query
1	Request port to confirm MGT, against which the NPV quotation needs to be calculated. In addition to that product wise MGT also need to be given.	Query is not clear. However, it is mentioned that in the techno-commercial bid, the participating tenderer is required to mention the name of commodity / product (without quantity) that they intend to handle through HDC. Also, in the Price Bid, the participating tenderers shall have to mention the minimum guaranteed quantum against each such commodity/ product as has already been mentioned in the techno-commercial bid.  Clause-3.7 at page-16 of the tender document may be referred to.
2	Request Port to specify Plot dimension and coordinates in clear manner.	Revised sketch plan of the plot concerned mentioning in plot dimension is given at <b>Annex-I</b> .
3	Request Port to specify Berth Nos. for the proposed plot, which are the berths Port is going give access to the tenderer.	The details of types of cargo being handled at Berths in the impounded dock of HDC is at <b>Annex-II</b> . Any such berth where permissible liquid bulk cargo (other than coal/coke)/liquid bulk cargo (other than Class A- & B liquid cargo) are mainly handled at present may be considered depending upon operational requirements and policies prevailing at the relevant point of time. HDC is also constructing a riverine jetty (OT-2) where provision for keeping one Edible Oil pipeline is under consideration.
4	Request port to clarify whether any electrical cable, product pipeline or fibre optic cable is passing through the proposed plot or not.	The proposed land is free from all encumbrances.
5	Request port to accept BG in place of RTGS for the EMD amount Rs. 1,93,303/-	Request is not acceded to.

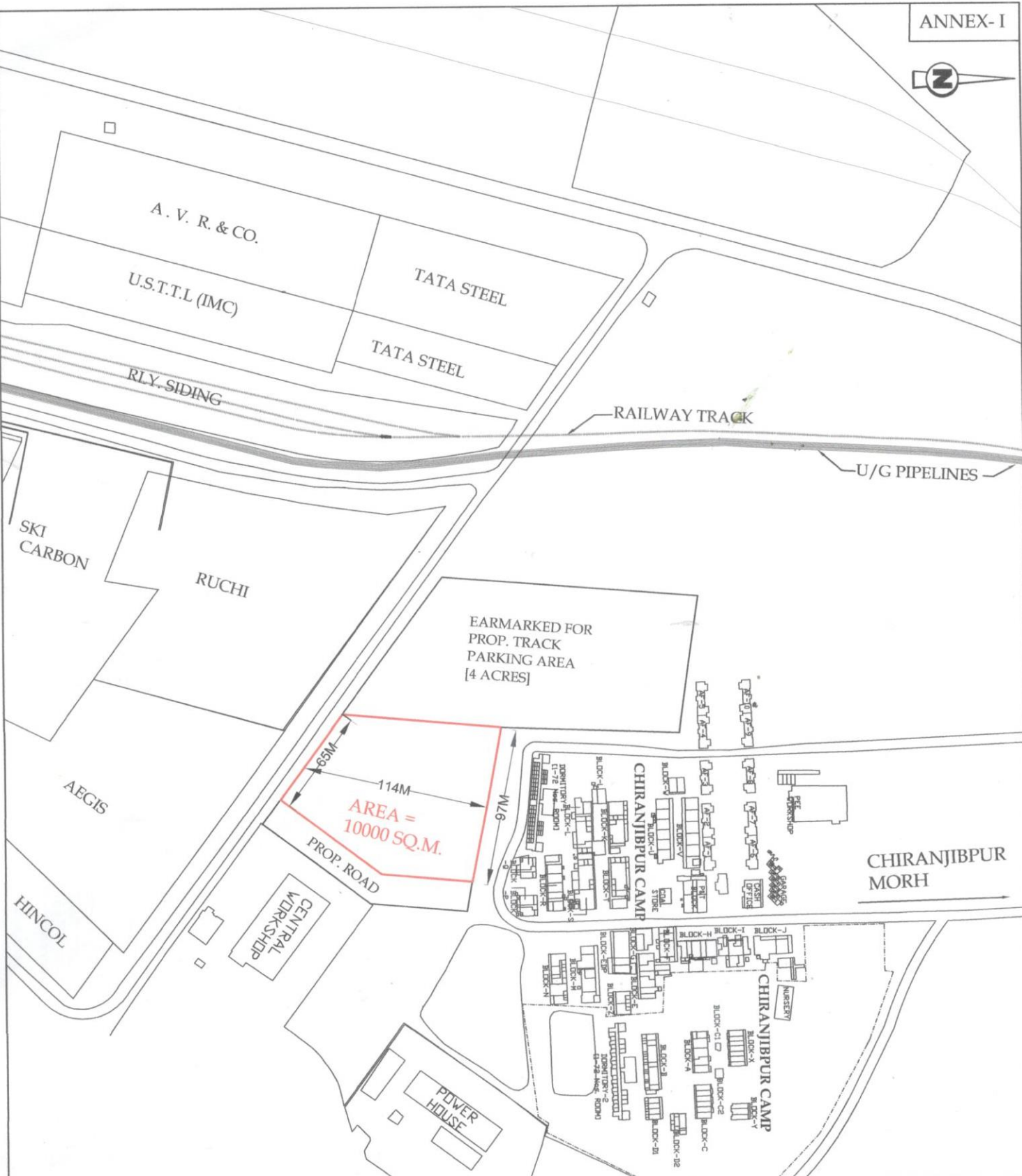
6	Request port to allow lessee to have custody of Lease Deed as it is a common practice among other major ports.	Request is not acceded to.
7	Can port share the past three years Port throughput DATA required of each and every commodity of Coastal Cargo and Foreign Cargo for arriving quote of MGT of each commodity for working out the feasibility.	Commodity wise coastal and foreign cargo handled at HDC in last 3 years is given at <b>Annex –III</b> .
8	Required Present Port Tariff in respect of cargo handling charges (Tariff) (like on – board charges, wharfage charges etc. as applicable depending on commodity handled) as per prevailing scale of Rates for working out the Competitive Quote.	The details of applicable charges will be as per the prevailing Scale of Rates of SMP which may be seen in the website <a href="http://www.tariffauthority.gov.in">www.tariffauthority.gov.in</a> & <a href="http://www.smpportkolkata.shipping.gov.in">www.smpportkolkata.shipping.gov.in</a>
9	It is mentioned that tenderer fails to achieve the Minimum Guaranteed quantum of Traffic (MGT) per annum for operating their project on the concerned land, the tenderer shall have to pay compensation equivalent to the shortfall in MGT multiplied by prevailing Cargo handling charges for the commodity at foreign rate. This clause should be removed as the Service Provider has no control over throughput volumes but to serve the cargo which is handled at port.	Request is not acceded to.  Clause 3.7 of the tender document remains unchanged.
10	What amount of performance Bank Guarantee to be provided? (Equivalent to Annual Cargo Handling Charges)	Lessee shall have to maintain a performance Guarantee equivalent to applicable annual cargo handling charges as per prevailing Scale of Rates applicable at HDC depending on the quantity of the commodity proposed to be handled by the Lessee.  In this regard, clause 3.7 (page 16) of the tender may be referred to.
11	Minimum Guaranteed quantum of Traffic (MGT) per annum for operating their project on the concerned land, the tenderer shall have to pay compensation equivalent to the shortfall in MGT multiplied by prevailing Cargo handling charges for the commodity at foreign rate, within 15 days from the date of the communication, failing which , HDC, SMP, Kolkata shall be at liberty to encase the Bank Guarantee to the extend to short fall of annul cargo handling charges. This applies after 3 years of Lease period ? please clarify.	Refer to clause 3.7 (i) (Page -17) of the tender document.
12	The Bank Guarantee (BG) shall remain valid for a period of at least one year(with a further claim period of 3 months thereafter), to be	May Please refer to clause 3.7 (a) & (c) (page no. 16 & 17) of the Tender Document.


	<p>renewed every year one month before expiry of validity period, till completion of the entire lease period, Quantum of Bank Guarantee to be provided with examples may please be shared.</p>	
13	<p>Way-leave permission for laying pipelines for handling liquid cargo by the successful tenderer.</p> <ul style="list-style-type: none"> <li>i. Whether way leave Permission for laying separate pipeline shall be granted by SMPK for the proposed Tender.</li> <li>ii. SMPK will grant way leave permission for laying pipeline(s) upto the allotted premises of the successful bidder. Any charges to be paid for installation &amp; per year basis.</li> <li>iii. Sharing of the pipeline from the jetty up to a certain point will be permitted by SMPK on such terms as agreed to between the parties and SMPK Board as per Land Policy Guidelines. Please share the terms and conditions.</li> </ul>	<p>i) &amp; ii) As may be seen clause 3.9 of tender document, grant of wayleave permission for laying separate pipeline will be considered from a certain point outside the existing dock boundary upto the allotted premises of the successful bidder on payment of applicable wayleave charges based on diameter and length of the pipeline and prevailing Schedule of Rent for land and building of SMP at Haldia.</p> <p>Regarding laying of separate pipeline from concerned jetty(ies) to the point outside the existing dock boundary, in line with prevailing 'Policy Guideline for Land Management by Major Ports', as mentioned under clause 3.9 of the tender document, only for handling cargo /products for which pipeline(s) have already been laid by other port user (s) /lessee in the concerned stretch, such cargo may be handled by the successful tenderer by sharing use of existing pipeline(s) laid by other port user (s) /lessee.</p> <p>However, it is added that permission for laying pipeline(s) from certain point outside Dock area upto the concerned jetty(ies) may also be considered subject to availability of required space for laying pipeline(s) and feasibility of pipeline(s) route. Prior to request for grant of way leave permission, lessee shall have to undertake feasibility study of the proposed pipeline(s) with prior permission from HDC.</p> <p>iii) So far as the provision regarding sharing of the pipeline is concerned, the wayleave permission will inter alia contain as follows: "The pipelines to be laid shall be on common user basis and if the same pipelines are required by any other party, it shall be spared by the owner of the pipeline on such terms as agreed between the parties and the Port Trust Board." In this regard, Port will facilitate in the matter.</p>

14	As ours is a new company can net worth of main group /parent company eligible	As per provision of the tender, for being eligible in the tender, the participating tenderer shall have to satisfy the eligibility criteria as specified under clause 2 and 4.2 of the tender document.
15	Apart from Environmental (Protection) Act, 1986 permission, any other regulatory permissions such as PESO, etc. are required ?	Please refer to clause 5.10, 5.11 & 5.12 (page no. 24) of Tender Document as well as relevant provision as mentioned in the draft lease deed form (Annexure –II B of the tender document)
16	Dock Permit-Does the Lessee requires to hire any Dock Labour or Lessee has the choice to recruit outside staff for which Dock Permit will be issued by Port ?	Dock permit refers to the valid RFID permit required by any equipment /man for entry /exit to/ from the custom bound area of the port.  Regarding issuance of Dock Permit please refer to clause 5.14 (page no. 25) of the Tender Document.
17	What is the transfer clause and what are the charges	Please refer to the relevant provision as at page 29 of draft lease deed form (Annexure –II B of the tender document).  So far charges are concerned the same shall be as per provisions of prevailing land policy guide lines for major Ports issued by the Ministry of Ports, Shipping and Water Ways/ prevailing Schedule of Rent for Land & Building of SMP, Kolkata applicable for Haldia as would be applicable.
18	Why automatic renewal after 30 years not possible. At least lease should mention renewal may be possible at mutually agreed terms and conditions.	The matter of renewal of lease is governed by the Land policy guideline for Major ports issued by the Ministry of Ports, Shipping and Water Ways from time to time.  It may be mentioned that in terms of the prevailing Land Policy Guideline for Major Ports, grant of fresh lease for a further term after expiry of the concerned lease may be considered, through tender-cum-auction with first right of refusal to the existing lessee if the concerned plot of land is not required by the SMPK/HDC for its own use, provided the said lessee does not have any breach of terms and conditions of lease and applies for renewal of lease for a further term at least 6 (six) months prior to expiry of the concerned lease.
19	Tender is to be signed and sealed. Why this clause as there is no paper tender	Bidders are to be submit the scan copy of the Tender Document duly signed under official seal along with their Techno-commercial offer as an acknowledgement and acceptance. Please refer to Annexure-III of the Tender Document.
20	What are the municipal taxes which are to be payable by lessee.	Municipal taxes as applicable shall be payable.

		Please refer to clause 5.7 (page no. 24) of the Tender Document.
21	Whether this plot of land comes under CRZ regulation and if yes what are the permissions required and from which authority	The area in question being much away from high water mark including edge of Dock basin & beyond No Development Zone (NDZ), no separate CRZ clearance is envisaged.
22	Detailed Plot Dimensions which is proposed for lease.	Revised sketch plan of the plot concerned is given at <b>Annex-I</b>
23	OTP is not being generated for registering ourselves as a Bidder on the suggested Portal in Tender Document.	Matter may be brought to the notice of the contact person of MSTC. Contact No. and e-mail ID are given at Annexure-I (page no. 8) of Tender Document.
24	<p>Pipeline usage: It was informed that Port will not allow any new pipeline to be laid in the area and the new tank terminal will have to take connection from the existing terminal owners. As discussed in the meeting existing terminals are already using the pipelines beyond their capacities and none of the existing owners are ready to enter into a binding contract for sharing of pipelines. All the existing terminals are confirming that pipelines will be given as and when available, but there is no rate guidelines. We are operating tank terminals in other ports and have faced similar issues where at a later date the existing terminals who own the pipelines either deny giving the same to new players or increase the charges exorbitantly. To bring in more and more new players and to provide a level playing field to all the terminals it is recommended that either port takes over the whole management of pipeline or allow the new terminal also to lay its own pipeline. We have further evaluated that inside dock area additional pipelines can be easily laid on the existing pipeline corridor on first tier by putting stanchions, with this there is no any requirement of additional space.</p> <p>We strongly believe that without allotting pipelines to the prospective bidders, this tender cannot be participative for new players who can bid can bring in enhanced revenue and create modern infrastructure for the port.</p>	<p>This statement that “Port will not allow any new pipeline to be laid in the area and the new tank terminal will have to take connection from the existing terminal owners” is not accurate. May please refer to clause 3.9 of the tender document.</p> <p>With regards to the query, may refer to as reply under Sl. no. 13</p>
25	CRZ Matter – We await your guidance on whether this plot needs CRZ Clearance from the Ministry of Environment & Climate Change, Delhi.	Please refer to the reply at SL. No. 21 under ‘Reply to Query’ above.

26	What is the ports plan for further development of Port Jetties and its allied infrastructure so more and more liquid cargo can be brought in to sustain the new tank terminals.	Various projects relating to capacity augmentation and allied facilities are being undertaken as well as planned for future development. In this regard, a liquid cargo riverine jetty is presently under construction and expected to be completed by December 2021.
27	Timeline for Submission: As per tender notice last date for submission of tender is 9th March 2021.	Please refer to Corrigendum-I.
28	<p>a) Schedule of Land rates of the SMP at Haldia are due for revision from 7th April 2021 which will be valid for next 5 years. If tender submission date is after 7th April then the investors can take a more informed decision in quoting the price bid. As present SOR validity is completing in 40 days investors cannot give a rational price bid.</p> <p>b) Further kindly request you to give us atleast four weeks time for submission of price bid after uploading of Pre-Bid queries on website by the port.</p>	<p>a) Clause 5.3.A.(ii). (a) (page No. 23) of tender document remains unchanged.</p> <p>b) Please refer to Corrigendum-I.</p>



	SYAMA PRASAD MOOKERJEE PORT , KOLKATA HALDIA DOCK COMPLEX	
	TITLE NAME :	
SURVEYED BY:		SCALE : N.T.S.
DRAWN BY:		
CHECKED BY:		
DRG. No: AD/ E / D-9/ 376	DATED: 03.12.2020	REV. - 1



**HALDIA DOCK COMPLEX**

**ANNEX-II**

**BERTHWISE CARGO TRAFFIC HANDLED AT HALDIA DURING THE YEAR 2019-20**

Sl. No	Commodity	(New Nomenclature)	Berth 1	Berth 2	Berth-3	Berth-4	Berth-5	Berth-6	Berth-7	Berth-8	Berth-9	Berth-10	Berth-11	Berth-12	Berth-13	Berth-14	Total	
		Berth 2	Berth-3	Berth-4	Berth-4A	Berth-4B	Berth-5	Berth-6	Berth-7	Berth-8	Berth-9	Berth-10	Berth-11	Berth-12	Berth-13			
1	POL (Crude)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
2	POL (Products)		0	1078032	0	0	0	0	0	0	0	0	0	0	0	0	1078032	
4	Liquid Ammonia		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5	L.P.G.		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6	Paraxylene		9509	651307	0	0	0	0	0	0	0	0	0	0	0	0	660816	
7	Benzene		0	0	0	0	0	0	64745	0	0	0	0	0	0	0	64745	
9	Bitumen		0	0	0	0	0	0	185727	23644	0	0	0	0	0	0	209371	
10	Phosphoric Acid		0	0	0	0	0	22575	360665	0	0	0	0	0	0	0	383240	
11	Liquid Carbon Black Feed Stock		0	0	0	0	0	0	328574	0	0	0	0	0	0	0	328574	
12	Palm Oil		0	56909	41385	0	0	650067	208805	0	0	0	0	0	0	0	957166	
13	Soya Oil		0	176796	139005	0	0	15829	324928	21478	0	0	0	0	0	0	678036	
14	Veg.Oil		0	8706	0	0	0	5059	22731	0	0	0	0	0	0	0	36496	
15	Mono Ethylene Glycol		0	0	0	0	0	0	141797	0	0	0	0	0	0	0	141797	
16	Acetic Acid		0	0	0	0	0	4752	57484	0	0	0	0	0	0	0	62236	
17	Nitric Acid		0	0	0	0	0	0	21006	0	0	0	0	0	0	0	21006	
18	Methyl Alcohol		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
19	L.C. SODA		0	0	0	0	0	0	6973	0	0	0	0	0	0	0	6973	
20	Sulphuric Acid		0	0	0	0	0	0	7502	0	0	0	0	0	0	0	7502	
21	DEG		0	0	0	0	0	0	1734	0	0	0	0	0	0	0	1734	
22	Coking Coal		1820347	0	0	2811952	819096	16000	0	0	1651630	0	0	0	0	333327	7452352	
23	Non Coking Coal		888240	0	0	344486	1366606	295431	0	0	1835136	0	0	0	0	608461	5338360	
24	Met. Coke		17206	0	0	0	21325	0	0	0	102321	0	0	0	0	15245	156097	
25	R. P. COKE		63188	0	0	0	59594	0	0	0	300	0	0	0	0	24000	147082	
27	Lime Stone		870223	0	0	0	228957	69540	0	0	273715	6550	0	0	1199513	28253	2676751	
28	Rock Phosphate		20800	0	0	0	59013	0	0	0	0	37400	0	0	0	169143	286356	
29	Sulphur		0	0	0	0	7809	0	0	0	0	30700	0	0	0	0	41562	80071
30	Fertilizer (F)		0	0	0	0	63784	0	0	0	0	0	0	0	0	0	63551	127335
31	Manganese Ore		212273	0	0	0	148429	6801	0	0	265969	0	0	0	0	0	258324	891796
32	Pyroxinite		0	0	0	0	0	0	0	0	0	0	0	0	322261	0	322261	
33	Dolomite		16000	0	0	0	0	0	0	0	0	0	0	0	0	0	16000	
36	Soda Ash		0	0	0	0	0	0	0	0	15000	0	0	0	0	0	42500	57500
37	Cement		25000	0	0	0	229783	0	0	0	0	0	0	0	0	394680	649463	
38	Sand		15035	3972	0	0	27380	15828	0	0	0	0	0	0	84715	29992	176922	
39	Salt		0	0	0	0	0	6165	0	0	0	9370	0	0	0	8285	23820	
40	Gypsum		54411	0	0	0	27850	9870	0	0	51514	19630	0	0	0	0	153344	316619
41	Wood Pulp		0	0	0	0	0	4899	0	0	0	68638	0	0	0	0	0	73537
42	Iron & Steel		0	0	0	0	0	0	0	0	0	8344	0	0	126988	0	135332	
43	Machinery & spare part		434	0	0	0	0	0	0	0	0	1430	422	0	0	420	2706	
44	P. Cargo		0	0	0	0	0	563	0	0	0	371	1383	0	26176	0	28493	
45	Container																0	
	CARGO WT		0	0	0	0	0	0	0	0	0	699200	1003577	0	0	0	1702777	
	TARE WT		0	0	0	0	0	0	0	0	0	70952	104045	0	0	0	174997	
	TOTAL IMPORT		4012666	1975722	180390	3156438	3059626	1123379	1732671	45122	4195585	182433	771957	1107622	1759653	2171087	25474351	
	LOADING																	
1	POL (Products)		0	305579	0	0	0	0	0	0	0	0	0	0	0	0	305579	
2	Butadine		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3	Benzene		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4	Butene		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5	MTBE		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6	Coking Coal		0	0	0	0	0	0	0	0	0	0	0	0	0	1755	1755	
7	Non Coking Coal		0	0	0	0	0	0	0	2735	0	0	0	0	0	-	2735	
8	Thermal Coal		0	0	2358673	0	0	0	0	0	0	0	0	0	0	0	2358673	
9	Iron Ore		596860	47637	0	0	802355	21150	0	0	150197	821139	0	0	0	700232	3139570	
10	Iron & Steel		0	0	0	0	0	0	0	0	3586	331663	8146	0	306159	0	649554	
11	Machinery & Spare Part		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12	P. Cargo		0	0	0	0	0	500	0	0	0	0	0	1383	0	0	1883	
13	Container																	
	CARGO WT		0	0	0	0	0	0	0	0	0	393973	581125	0	0	0	975098	
	TARE WT		0	0	0	0	0	0	0	0	0	73829	106025	0	0	0	179854	
	TOTAL EXPORT		596860	353216	2358673	0	802355	21650	0	0	156518	1152802	475948	688533	306159	701987	7614701	
	GRAND TOTAL		4609526	2328938	2539063	3156438	3861981	1145029	1732671	45122	4352103	1335235	1247905	1796155	2065812	2873074	33089052	





