

**Tender No. AD/E/1463/T/Land/15000 sqmtrs./DZ/2024**

**E-Tender No.: MSTC/ERO/HALDIA DOCK COMPLEX/1/HALDIA/24-25/60.**

**Addendum-II**

Sl. No.	Original	Modified
1.	Lease Deed Form at Annexure-II B	Revised representative Lease Deed Form is given at Annexure-II B [Revised].
2.	--	<u>Note under Clause 3.7 (e):</u>  The fulfilment of MGT may be considered taking all the commodities actually handled during the MGT periods concerned subject to the condition that the cargo related revenue actually earned by HDC, SMPK from such commodities is equal or more than the cargo related revenue of the specific commodity/commodities mentioned in the concerned lease for the periods concerned.

The Addendum-II 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 'Addendum-II' duly signed under official seal along with their Techno-commercial offer as an acknowledgement and acceptance.



<p>payable in the preceding year or the scheduled rent then in force whichever is higher. <b>OR</b>  <b>Yearly Advance Annual Nominal rent of Rs.----- ( IN WORD ) being calculated @ Re.1 /- (Rupee one only) per sq. mtr. per year for the demised land.</b> The lessee shall pay <b>Advanced Annual Lease Rent / Annual Nominal rent</b> per year in advance. Each year shall be reckoned from the date of commencement of lease. The said <b>Advance Annual lease rent / nominal rent</b> whether demanded or not shall be paid by the lessee at the Board Finance Office at Jawahar Tower, Haldia on or before the 15<sup>th</sup> day from the beginning of each year succeeding that for which such <b>annual rent / nominal rent</b> is due. The lessee shall have to pay any other dues, as applicable, within 15 days from the date of payment notice. PROVIDED ALWAYS and it is hereby agreed that if the Trustees shall at any time during the said term consider that the demised land or any part thereof is required for the purpose of the construction or carrying out of any works or otherwise for the developments of the Port or by the Government in the National interest or in the interest of the Public using the same and resorting thereto and shall be desirous on any of these grounds of determining this present lease and of such their desire shall give at least six months' prior notice in writing to the Lessee then and in such case immediately on the expiration of said notice this present lease and everything herein contained shall stand determined on payment of compensation in accordance with the formulation as may be approved by the Central Government, but, without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition herein contained and subject to the provision hereinafter contained as to the building or structure, if any, on the demised land at the time of such determination and the Lessee shall have no claim against the Board for such earlier determination of this lease as aforesaid and the Lessee shall hand over peaceful &amp; vacant possession of the land with all accretions thereto without raising any objection whatsoever. If the lease is cancelled for not complying with the conditions of lease, no compensation shall be payable by the Board.</p>	<p><b>Revision of rate of rent</b></p>
<p style="text-align: center;"><b>Advance Annual Rent</b></p> <p style="text-align: center;"><b>OR</b></p>	<p><b>Determination for port purpose.</b></p>
<p>AND it is agreed, declared and confirmed by the parties hereto that the Lessee has paid to the Board the sum of <b>Rs. -----</b> towards one time Upfront Rent plus GST as admissible in respect of altogether land <b>msg. about -----sq. mtrs.</b>, details of which have been mentioned in the preceding.</p>	<p><b>Upfront Rent</b></p>
<p>AND it is agreed, declared and confirmed by the parties hereto that the Lessee has paid to the Trustees the sum of <b>Rs. ----- /-</b></p>	<p><b>Transfer fees</b></p>

including GST @ -----% towards transfer of the demised land from ----- to ----- (presently -----) in respect of land msg. about ----- sq.mtrs. ( or ----- acres ), details of which have been mentioned in the preceding.

AND THE LESSEE hereby covenant with the Board in manner following that is to say :-

(1) THAT the Lessee will during the continuance of the term hereby granted pay the said **Advance Annual Lease Rent \ Advance Annual nominal rent** hereinbefore reserved and made payable at the time and in the manner at and in which the same are hereinbefore reserved and made payable in time without any deduction.

**Mode of payment of rent.**

(2) THAT the Lessee shall have to pay Municipal taxes etc. as applicable. The Lessee will also, from time to time and at all times during the said term pay and discharge all present and future rates, GST, cesses, tolls, duties, charges, assessments, outgoings and premium in respect of policy of insurance against any risk whatsoever which are now or may at any time hereafter be assessed, charged or imposed upon or payable to the Board or any Government, Municipal and Public Authority in respect of the demised land and/or building or structure thereon erected by the Lessee or the owners or occupiers in respect thereof.

**Payment of taxes / GST duties etc.**

(3) THAT if the Lessee is in arrears of rent at the prescribed rate and / or for other dues arrears payable by the Lessee for the land in lease during the lease term, action, if any, for the situation arising therefrom may be dealt with under the provisions of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971.

**Recovery of arrears of rent etc.**

(3A) THAT the Lessor shall also be at liberty to deduct any of its dues from any sum due or to become due to the Lessee under any other agreement with Lessor.

(4) THAT the Lessee will not at any time during the said term without the consent and/or permission in writing of the Board received before hand, erect or cause to be erected any building or structure or any permanent structure or tanks or plant or machinery or pipeline, etc on the demised land or make any alteration or addition whatsoever in or to any building or structure which may hereafter be erected on the demised land with such consent and or permission.

**Erection of structures etc.**

All plans for development of leased property shall be got approved from Lessor. The lessee shall submit to the lessor all plans and allied drawings together with site plan in quadruplicate of any building or structure or any permanent structure or tanks or plant or machinery or pipeline, etc well in advance for examination. The lessor shall examine all plans for development of leased property and obtain clarification and no construction shall be allowed to be taken in hand until the plans are approved by the lessor and sanctioned by the concerned Statutory Authority as applicable. The type of

development should conform to the purpose of the lease and the lessor reserves the right to refuse approval of any plan without assigning any reason thereof.

Provided all such plans and developments of the leased property should be in conformity with the purpose and object of the lease.

The Lessee will have to develop the leased property at their own cost and arrangement and also maintain the same upto the period of lease. The Lessee shall construct a drainage system around the land. If any damage is caused to the property of the Trustees or the property of the other organization during execution of the development works or maintenance of the same, the Lessee shall be liable to make good the damages at their own cost and arrangement to the satisfaction of the Board or satisfaction of the other organization.

4(a) THAT in the event the lessee makes any construction on the demised land without any prior approval of the Lessor, necessary steps may be taken by the lessor in accordance with the provision of Sub Section (1) of Section (5) of Public Premises ( Eviction of Unauthorized Occupants ) Act, 1971.

(5) THAT the Lessee will not at any time during the said term, without such consent and/or permission as above, open earth or dig any quarries for clay, gravel or sand in, upon or under the demised land PROVIDED THAT the Lessee shall be at liberty to dig pits and make other excavations for foundation for permanent buildings or structures, tanks etc. for -----  
----- at **Haldia** subject to the consent and permission obtained as above.

(6) THAT the Lessee shall faithfully observe and follow all laws, Rules, Regulations, Notifications whatsoever governing the use of the demised land and for ----- at **Haldia** / tanks / plants / machinery or structures, if any, erected or built thereon.

(7) THAT the Lessee shall not use the demised land or any part thereof or any building or structure that has been / may be erected thereon or any portion thereof, for any purposes other than that for which the demised land is let out to the Lessee, save and except with the previous consent of the Board obtained, in writing. [ For new cases ] The lessee shall have to develop the area for -----  
-----at **Haldia** and create the allied facilities on the demised land and / or to put into use or utilize the same for the stipulated purpose within a period of 24 months from the date of commencement of lease. In case the lessee fails to do so the lease shall be liable for termination.

**Unauthorized Construction.**

**Excavations**

**Observation of Laws, Rules etc.**

**Utilization of the land**

<p>(8) THAT the Lessee will not be permitted to transfer / assign the demised land or the building or structures, if any, erected thereon or any part thereof, with anybody or with any organization without the prior consent in writing of the Board. In case permission is granted, it may be on such terms &amp; conditions as contained in the prevailing Land Policy Guidelines issued by the Central Government, as the Board may think fit. If the permission is refused, the Board should not be called upon to assign any reasons for such refusal.</p>	<p><b>Transfer, Sublet, Assignment of lease</b></p>
<p>Sub-lease / subletting or parting with possession of the demised land or the building or structures, if any, erected thereon or any part thereof, with anybody or with any organization will not be permitted.</p>	
<p>8. (a) The Board may consider surrender of lease for the whole or part of the demised land by the lessee as per the provisions of the Policy Guidelines for Land Management by the Major Ports issued by the Central Govt. prevailing at the relevant point of time.</p>	<p><b>Surrender of Lease</b></p>
<p>(9) THAT the Lessee will not offer the demised land or any portion thereof as Security, either in Court or anywhere, without the prior consent, in writing, of the Board. In case permission is considered, it may be considered on such terms &amp; conditions as contained in the prevailing Land Policy Guidelines issued by the Central Government.</p>	<p><b>Mortgage</b></p>
<p>(10) THAT the Lessee shall not effect or cause or allow to be effected any change in the formation, constitution or composition of their business, or the name of the business without the prior permission in writing, of the Trustees.</p>	<p><b>Change of formation / composition / name of business</b></p>
<p>Provided further that the change in the formation, constitution or composition shall not affect or change the very nature and character of the lessee as it was at the time of entering/formation of this contract / Lease.</p>	
<p>Provided however and it is hereby stipulated that request for change in the formation, constitution or composition of their business shall only be entertained by the Board subject to compliance of all legal formalities by the lessee.</p>	
<p>(11) THAT it shall be lawful for the Board, their agents and staff at any reasonable time, to enter upon the demised land with a view to inspect and examine the condition of the same, and the manner of construction of any building, or structure or erection, for the time being under construction, or already constructed or for the purpose of constructing, laying, altering, repairing or maintaining any water-</p>	<p><b>Access of the Trustees' staff to the demised land.</b></p>

<p>courses, drains, pipes or electric wires in connection with any adjoining property of the Board, filling up excavations made and otherwise making good any damage done to the demised land or to property of the Lessees by reason of such repairing, laying, altering etc. by the Trustees as aforesaid, but the Board will not be liable to pay any compensation to the Lessee for any damage and or loss or inconvenience that the Lessee may suffer in this connection.</p>	
<p>(12) THAT the Lessee shall not do, or suffer to be done in or upon the demised land, or any part thereof, or in the building or structure that may be erected thereon, any act or thing which shall be or become a nuisance, damage, annoyance, inconvenience or danger to the demised land or to the owners or occupiers of any adjoining or neighbouring land or premises.</p>	<p><b>Causing inconvenience to neighbours.</b></p>
<p>(13) THAT the Lessee shall, at all times during the said term, be bound to execute to the satisfaction of the Board and/or their staff all such work and observe and perform all such rules and conditions which shall appear to the Board and/or to their staff, or to the sanitary authorities of the district in which the demised land is situated to be necessary or desirable in order to keep the demised land in good sanitary order and condition.</p>	<p><b>Maintenance of sanitary condition.</b></p>
<p>(14) THAT the Lessee shall also make their own arrangements at their own responsibility for safety and security (including fire fighting arrangements to the satisfaction of the West Bengal Fire Service at their own cost and arrangement) of the demised land and/or any building or structure erected thereon by it on the condition aforesaid as per fire safety standard as laid by Govt.</p>	<p><b>Safety &amp; Security</b></p>
<p>(15) THAT the Lessee shall arrange the electricity, water supply, etc. to the demised land by itself at its costs and expenses, and in doing so for laying electric / waterline(s), outside the leasehold land, the Lessee shall have to obtain consent and / or permission, in writing, from the Lessor in advance.</p>	<p><b>Electricity, water supply etc.</b></p>
<p>(15a) The lessee shall also have to obtain way-leave permission from the Lessor for laying electric lines, waterlines, etc. on Lessor's land outside the demised land at their own cost and arrangement under applicable terms and conditions and on payment of necessary way leave charges as per prevailing Land Policy Guidelines and Schedule of Rent for Land &amp; Building of SMP, Kolkata at Haldia.</p>	<p><b>Way-leave permission.</b></p>
<p>(16) THAT the Lessee will, at the expiration, or sooner determination of the said term, quietly and peacefully deliver and yield up vacant possession of the demised land as a whole unto the Board with all buildings or structures or erections, if any, erected thereon by them</p>	<p><b>Yielding up the demised land at the expiry or</b></p>

<p>but not removed due to any reason for failure, prior to making over such possession to the Board.</p>	<p><b>determination of the term.</b></p>
<p>(17) THAT if with the expiration / determination of the lease, the Lessee fails and/or refuses to make over the possession as above, they shall be dealt with under the provisions of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.</p>	<p><b>Unauthorized Occupation</b></p>
<p>(17)(a) THAT after the expiration / termination / determination of the lease and despite receiving the notice thereof, or forfeiture of lease on account of change of user, assignment etc. if the Lessee fails and/or refuses to make over the possession as above and continues to occupy it unauthorisedly, the lessee shall be liable to pay compensation for wrongful use and occupation of the same at three (3) times the rate of lease rent based on updated/latest Schedule of Rent for Land and Building of SMPK,HDC (SoR), till vacant possession is obtained by the Board.</p>	<p><b>Compensation payable for unauthorized occupation</b></p>
<p>In case of land allotted on one time upfront basis, the equivalent annual rent would be calculated on pro-rata basis. ( <b>FOR UPFRONT RENT</b> )</p>	
<p>(18) AND PROVIDED ALSO and it is hereby expressly agreed that the Lessee shall construct culverts over all water-pipes/pipelines etc which may pass through the demised land, and over which buildings or structures may be erected in such manner and shall allow to the Board, their staff and agents, free access at all times to the said water-pipes for maintenance &amp; repair.</p>	<p><b>Construction of culverts over water pipes etc.</b></p>
<p>(19) THAT, without prejudice to the Board ' other rights reserved under these presents, it is hereby expressly agreed and declared that in case of default in payment of <b>Advance Annual Rent / Yearly Nominal Rent</b> and other dues for the demised land within one month from the due date of payment, interest at the rate of -----% <b>per annum</b> will be levied on the outstanding dues from the due date of payment.</p>	<p><b>Interest on outstanding dues</b></p>
<p>(20) THAT the statutory powers hereafter conferred upon the Board, shall automatically apply to the demised land and provisions in that respect shall be deemed to have been incorporated in these presents and the Lessee shall be deemed to have constructive notice thereof.</p>	<p><b>Statutory powers</b></p>
<p>(21) THAT any notice required to be given to the Lessee hereunder, may be served on the Lessee by sending the same through the post, addressed to them at the address above mentioned, and shall be deemed to have been duly served on them on the day next subsequent to the day on which it was posted, notwithstanding any provision in any law for the time being to the contrary.</p>	<p><b>Service of notice</b></p>

<p>(22) THAT no portion of the demised land or building or structures, if any, shall be utilized as a place for any kind of worship or prayer or meeting whatsoever, or converted into any kind of shrine, tomb, temple or mosque, however small or insignificant may be.</p> <p>(23) THAT the Lease Deed after registration shall remain in the custody of the Board. The costs of preparing, stamping and registering the lease and incidental expenses of whatever nature, shall be borne by the Lessee, including the cost of a copy of the Lease Deed , if required by the Lessee.</p> <p>(24) THAT the Lessee shall during the entire term of the demise, properly maintain the boundaries of the demised land by boundary walls, masonry pillars or fencing to be built and erected at their own cost and arrangement and shall have to see that no other person or party may encroach upon any portion of the demised land and shall have to execute or cause to be executed any work necessary or desirable in order to keep the demised land in good sanitary order and condition to the satisfaction of all authorities concerned.</p> <p>PROVIDED ALWAYS that, in the event of the Lessee failing to do so, the Board shall, without prejudice to their other rights under these presents at their absolute discretion, be at liberty to carry out the work as aforesaid in such manner as they shall in their absolute discretion think fit and proper, and to recover from the Lessee the amount spent by them for the purpose.</p> <p>(25) THAT the Lessee shall not exhibit or allow to be exhibited any advertisement or placards or hoarding or other mode of representation on above or within or outside the demised land and/or the building or structure standing thereon or any part thereof, without the prior written permission of the Board, except name boards and signboards of any nature relating to the business of the Lessee itself subject to the Lessee complying with the Municipal, Police or any other Laws, Rules or Regulations for the same for the time being in force.</p> <p>(26) THAT the Lessee shall utilize the Plot of land described in Schedule- " ... " hereto for the purpose ----- -----and utilize the plot of land described in Schedule - " ... " hereto for ..... on the leased land at Haldia . <b>(In case for the purpose of setting up of tank wagon loading gantry</b> : The gantry may be served by Lessor's railway system for which the Lessee shall have to lay railway connection at his own cost after obtaining permission from Lessor) .</p>	<p><b>Utilization of the demised land as shrine</b></p> <p><b>Custody of the Lease Deed</b></p> <p><b>Maintenance of boundaries</b></p> <p><b>Exhibition of advertisement etc.</b></p>
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<p>(27) THAT the Lessee shall be responsible for obtaining no objection certificate / licence / registration / approval / sanction / clearance from the appropriate authority as may be required under Environmental (Protection) Act,1986 &amp; other statutory provision / rules and the lessor shall not in any way be liable for the default of the lessee on this account.</p> <p>The lessee shall have to take necessary environmental protection measures for which required provision would have to be made by the lessee. The lessee shall comply with all statutory regulations regarding environment and other issues in connection with ----- ----- <b>(purpose) at Haldia</b> thereof.</p> <p>THAT the Lessee shall obtain environmental clearance certificate relation to their project from the concerned Ministry/ Competent Authority and a certified copy thereof should be submitted to the Lessor. The Lessee shall be responsible to take adequate environmental protection measures.</p> <p>(28) THAT the Lessee shall have to observe, perform &amp; comply with all stipulations and requisitions which may from time to time be made by Government or the lessor or any other authority statutory or otherwise in respect of the demised land and/or the structure / machineries / plants thereon or any portion thereof respectively.</p> <p>The Lessee shall have to follow all safety norms as specified by the competent authorities.</p> <p>(29) THAT the Lessee shall obtain at their arrangement, permission from the competent authority for the proposed purpose of utilization of the land and comply with all necessary rules, as may be required in this regard.</p>	<p><b>Statutory Clearances</b></p>
<p>(30) THAT the Lessee shall on or before the execution of these presents, deposit with the Board through <b>Demand Draft / Cheque</b> a sum equivalent to <b>two years' lease rent in respect of .... Sq.mtrs. of land ( FOR Advance Annual Lease Rent ) OR @ Re. --- ----- per sq.mtrs. per year ( FOR upfront Rent ) plus Admn. Deposit (-----%) as security</b> for the due payment of the rent hereby reserved, and due observance and performance of the covenants and conditions on the part of the Lessee herein contained. It shall be lawful for the Board to appropriate and apply the said sum or any part thereof as the Board may at their discretion decide towards the payment of rents or any moneys, loss, costs or damages due to or suffered by the Board in respect of or arising out of these presents. Should the Board desire not to exercise the said power of appropriation, then, after the Board receive back vacant and peaceful</p>	<p><b>Security Deposit</b></p>

possession of the demised land at the termination or determination of these presents, the Board shall pay over such money to the Lessee or to their legal representatives which shall be a valid discharge as against the Board. Should the Board exercise the said power of appropriation so as, in part, to exhaust such money, then upon the Board receiving back vacant and Peaceful possession of the demised land at the termination or determination of these presents, any balance not appropriated shall be paid by the Board to the Lessee or to their legal representatives which shall be a valid discharge as aforesaid. The Board shall not be bound to make any such appropriation, and failure to do so at any particular time shall not be deemed to be a waiver. The Board shall be entitled, without prejudice to the said power of appropriation, to exercise any other rights or remedies which the Board may in law or under these presents have before making any such appropriation, and may subsequently, after the exercise of any such rights, effect such appropriation.

[ For Leases having revision clause, the following to be added]

"Provided further that, in the event of the rent being increased at the time of enhancement of rent during the period of the lease, the Lessee shall forthwith on demand by the Board, deposit by Demand Draft whatever additional security as the Board may require so as to bring such Security Deposit amount upto the amount equivalent to two years' rent at the updated Scheduled Rate and charges as then applicable to the tenancy".

AND PROVIDED again that for the purpose of this Clause, rent shall mean to include, besides the yearly rent payable at any point of time during the validity of the lease, such municipal rates, cesses and taxes etc. as are leviable at that point of time, notwithstanding anything contained in any other laws for the time being.

(31) The lessee shall have to ensure MGT of ..... MT **cargo** per annum to be handled through HDC from ..... th year from the commencement of lease i.e. after completion of .....( in words) year from the date of commencement of lease (i.e. date of handing over possession of the concerned land on observance of the required formalities ). The MGT Commitment shall remain inforce throughout the lease period for the proposed project of the lessee on the land concerned.

Lessee shall ensure MGT of ..... MT cargo in the .....th year from commencement of lease ( from the date of handing over possession of the concerned land ). Accordingly, the lessee shall have to submit Bank Guarantee (BG) equivalent to on board cum cargo handling charges as applicable calculated at the prevailing scale of rates of HDC for concerned commodities to SMP, Kolkata.

**Minimum  
Guaranteed  
Traffic**

For subsequent period of lease, the lessee shall have to submit Bank Guarantee (BG) equivalent to on board cum cargo handling charges as applicable for the MGT quantum of cargo. The Bank Guarantee (BG) shall be submitted as per the designated proforma of SMP, Kolkata.

In case the lessee handles more than the Minimum Guaranteed Cargo per annum, payment of on-board cum cargo handling charges as applicable would have to be made on actuals.

In case the lessee fails to achieve the Minimum Guaranteed quantum of Traffic per annum for operating their project at the concerned land, the lessee shall have to pay compensation equivalent to the shortfall in MGT multiplied by on board cum cargo handling charges as applicable as per prevailing scale of rates of SMP, Kolkata for concerned commodities, within 15 days from the date of communication, failing which HDC/SMP, Kolkata shall be at liberty to encash the BG to the extent of shortfall of annual on-board cum cargo handling charges only. In that event, the lessee shall have to submit the equivalent amount of BG to the HDC/SMP, Kolkata within one month from the date of encashment of the same by HDC/SMP, Kolkata.

The BG shall remain valid for a period of at least one year (with a further claim period of 3 months thereafter), to be renewed every year one month before expiry of validity period, till completion of the entire lease period.

Also, in the event of revision of Scale of Rates, the validity period of the BG in any year, requiring revision of the BG amount, the lessee shall have to furnish the supplementary BG for the additional amount for the balance period.

In case of transfer of the demised land with due permission of the Board, the transferee shall remain responsible for compliance of all terms & conditions of Agreement including the conditions of MGT, for the balance period of the lease.

HDC will not commit any fixed jetty for handling of cargo towards fulfillment of MGT cargo.

(32) AND will during the said term pay in connection with any siding of which the Board may allow, the Lessee to use, all haulage / placement charges , terminal charges and other charges as admissible as per prevailing rates as approved and as will be revised from time to time by Railway Board for HDC/SMP including GST, any other rates / charges levied by the scale of rates as applicable at HDC / Railway Board from time to time.

**Payment of Siding Charges**

AND shall for any such siding execute a Siding Working Agreement separately as may be required by the Board Sr. Dy. Manager (Rlys.) for delivery of wagons at their siding and also maintain the revolving account deposits as demanded by the Board Sr. Dy. Manager (Rlys.) for working under the Siding Working Agreement System and shall also observe and comply with all rules, regulations and conditions made from time to time for the proper working of the siding, proper care of the wagons and such other matters as per Indian Railway laid down normal.

In case this lease agreement is terminated for any reason whatsoever, the Siding Operation at the siding shall automatically stand terminated.

The Haldia Dock Complex, SMP, Kolkata will not be responsible for loss / damages if any arising from operation of siding on the Leased land.

(33) THAT the Lessee shall be required to provide green belt of considerable width in and around the demised land (**applicable for IZ**).

(34) THAT the Lessee shall have to observe all required statutory formalities regarding setting up of their project as may be necessary and will take clearance, as may be necessary from the appropriate authorities on account of the proximity of the location of the waterfront.

(35) THAT the Lessee shall not on any account encroach or allow or suffer any encroachment to be made upon the road or any portion of the land surrounding the land hereby demised, or upon any other land whatsoever. In the event of the Lessee committing a breach of any of the terms contained in this Clause, they shall in addition to other rights conferred on the Board under these presents, be liable to pay to the penal charges at such rate and for such period as the General Manager (M&S), Haldia Dock Complex, of the Board shall in his absolute discretion deem fit and proper. For the purpose of this clause the said General Manager (M&S) is to be deemed an arbitrator appointed by the parties; PROVIDED ALWAYS that in the event of any breach of the covenants contained in this Clause on the part of the Lessee to be observed the Lessee shall, in addition, hold the Board harmless and indemnified against any loss, damage, claim or action whatsoever that the Board may be put to or the Board may in anywise incur in any way relating thereto or arising therefrom.

(36) THAT the Lessee shall obtain prior approval of the Central Ground Water Board and also of the Board said General Manager for sinking any tubewell within the demised land. The approval, so obtained from the Central Ground Water Board, should be submitted to the office of the Board said General Manager for record.

**Penal Charges  
for  
Encroachment  
& Indemnity**

**Sinking of tube  
well**

<p>(37) THAT the lease shall not have any option for further automatic renewal of this lease. No compensation shall be payable by the Board in the event of refusal to renew the lease.</p>	<p><b>No option for automatic renewal.</b></p>
<p>(38) The Lessee shall have to ensure proper parking of cars/ trucks/ lorries/, etc. within the demised land so as not to cause any inconvenience to movement of vehicles on the main road.  <b>[ Applicable for zones except for RZ]</b></p>	<p><b>Parking Area</b></p>
<p>(39) The lessee shall be solely responsible for immediate reporting to Lessor, Police and Inspectorate of Dock Safety of any serious or fatal accident on the premises leased, if necessary.</p>	<p><b>Reporting of accident etc.</b></p>
<p>(40) That the lessee shall not commit any breach and /or violate any provision of Lease Agreement/ Deed. In case the lessee commits any breach and /or violates any provision of Lease Agreement/ Deed, the Board would reserve the right to impose appropriate penalty on the lessee or cancel the lease with due notice to the lessee.</p>	<p><b>Penalty</b></p>
<p>(41) That the prevailing Land Policy Guidelines for Major Ports issued by Ministry of Shipping, Government of India on Land Management and as amended from time to time shall be applicable in respect of the demised land.</p>	<p><b>Applicability of Land Policy Guidelines</b></p>
<p>AND the Board hereby covenant with the Lessee in manner following :-</p>	
<p>(1) THAT they will at all times during the said term, pay the owners' share of Municipal taxes payable in respect of the demised land, but not any taxes in respect of the buildings or structures, tanks, etc. that may hereafter be erected thereon by the Lessee. The Lessor shall not take any responsibility in the matter.</p>	<p><b>Payment of owners' share of taxes.</b></p>
<p>(2) AND that the Lessee paying the rent hereby reserved, and performing and observing each and all the several covenants, conditions and agreements herein contained and on their part to be performed and observed, shall and may peaceably and quietly hold the demised land during the term hereby granted, without any lawful interruption or disturbance from or by the Board.</p>	<p><b>Peaceful holding of the land by the Lessee.</b></p>
<p>(3) PROVIDED ALWAYS and these presents stated upon the express condition that, if the said annual rent hereinbefore reserved or any part thereof shall at any time be in arrear and</p>	<p><b>Resumption of the demised land in default</b></p>

unpaid for twenty-one days after the same shall have become due (whether demanded or not), or if the Lessee commits at any time a breach of or fails or neglects to perform or observe any of the covenants, conditions or agreements herein contained including the condition laid down in this Clause, and on their part to be paid, performed and observed, or if the Lessee, being an individual or individuals becomes / become insolvent or commits an act of insolvency or be adjudicated insolvent or enter into a composition or arrangement with his or their creditors, or if the Lessee, being a Company or corporate body goes into liquidation or be wound up, whether compulsorily or voluntarily (except for the purpose of amalgamation or reconstruction) or suffer any execution proceedings to be levied or a Receiver to be appointed in respect of any of their property and effects, then, and in any of such cases it shall be lawful for the Board or any person duly authorised by them, without notice at any time thereafter into and upon the demised land or any part thereof, in the name of the whole, to re-enter and the same to have again been re-possessed and enjoyed, as if these presents had not been made, but without prejudice to any right or action or remedy of the Board in respect of any antecedent breach or non-performance or non-observance of any of the covenants and conditions by the Lessee herein contained.

PROVIDED further and these presents stated are also upon the express condition that, in the event of the demised land, not being developed by the Lessee and/or put into use or utilized for the purpose for which the land is demised, **within 24 months from the date of obtaining possession ( Applicable for NEW (fresh) Lease of land )**, the Board shall be at liberty immediately thereafter to resume the demised land, after giving one month's notice, in writing, to the Lessee. In the event of any dispute or difference of opinion as to whether the demised land has been developed and/or put into use or utilized for the purpose for which the land is demised, the decision of the Board General Manager(M&S), Haldia Dock Complex shall be final and conclusive and that for unauthorised occupation it would be dealt with the provision of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971. Provided however that the Lessee shall remain liable for payment of all rents, taxes, GST charges, compensation etc. for the period until possession of the demised land is delivered to the Board by the Lessee.

(4) And it is also hereby agreed and declared that the lessee may at any time prior to the expiration of the said term of **30 years/ upto ....** or previous determination under the proviso for determination first hereinbefore contained remove at their own cost all buildings or structures or tanks and fixtures, if any, erected or set up by or belonging to the Lessee on the demised land and all buildings, structures or tanks & fixtures not so removed shall at the expiration or previous determination of the said term of **30 years / upto ..... as**

**of rent and for other legal disabilities.**

**Transfer of the ownership of the Lessees' structures etc. to the Trustees at the expiration of**

the case may be, shall become the absolute property of the Board, without payment to the Lessee of any compensation therefor, whatsoever PROVIDED THAT on any such removal, the surface of the demised land shall be restored and levelled by the Lessee at their own costs, as it was at the time of this lease and to the satisfaction of the Board.

(5) PROVIDED ALSO and it is hereby also agreed and declared that, notwithstanding anything hereinbefore contained, this lease shall be determined by the Board by at least six months' notice in writing under the power in that behalf hereinbefore reserved, the Lessee shall be entitled at any time after such notice and before such determination to give notice in writing to the Board requiring them to purchase all buildings or structures and fixtures/erections erected by the Lessee with the consent and/or permission of the Board in writing, as provided in Clause-4 hereof and at the time of such six months' notice from the Board, standing and being on the demised land and in case such notice is given, the Board may, if they so decide purchase such buildings, or structures and fixtures / erections accordingly (but without any plant or machinery therein or else-where upon the demised land whether attached thereto or not) and in the event of the Board deciding to purchase the buildings, structures and fixtures/erections as aforesaid, the price to be paid therefor shall be assessed by the Board General Manager (M&S), Haldia Dock Complex. based on the prevailing Land Policy Guideline which shall be accepted by the lessee”.

**FOR PRIVATE PARTIES ARBITRATION CLAUSES**

PROVIDED however, and it is expressly agreed by and between the parties that in the event of the Board deciding to purchase as aforesaid, if any dispute or difference arises between them as to the amount of the said price to be paid to the Lessee as aforesaid or as to the matter of ascertainment or calculation of the same, such dispute or difference shall be referred to the Arbitration of two independent persons, one to be appointed by each party, with power to the Arbitrators to nominate a third Arbitrator as Presiding Arbitrator, before proceeding with such reference and this agreement shall be deemed to be a submission within the meaning of the **Arbitration and Conciliation ( Amendment ) Act, 2015** or any statutory modification thereof and the said arbitration proceedings shall be governed by the provisions contained in the said Act, or any statutory modification thereof, and the decision of such Arbitrators and/or Presiding Arbitrator, as the case may be, shall be final and binding on both the parties.

**the term or prior determination.**

**Compensation**

<p>(6) PROVIDED further if any dispute of difference or claims of any other kind arises between the Lessor and the Lessee in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, or the rights, duties or liabilities or any Party under this Agreement, whether before or after the termination of this Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.</p>	<p><b>Dispute Resolution by Amicable Settlement</b></p>
<p>AND the Parties may, in appropriate cases agree to refer the matter to an Expert appointed by them with mutual consent. The Parties agree to abide by the decision / opinion of the Expert. The cost of obtaining the service of the Expert shall be shared equally.</p>	<p><b>Assistance of Expert</b></p>
<p>Failing amicable settlement and / or settlement with the assistance of Expert, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the <b>Arbitration and Conciliation Amendment Act, 2015</b> or any statutory modification thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each Party and the third to be appointed by the two arbitrators appointed by the Parties. A Party requiring arbitration shall appoint an Arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its Arbitrator within 60 days. If the other Party fails to appoint its Arbitrator, the Party appointing Arbitrator shall take steps in accordance with <b>Arbitration and Conciliation Amendment Act, 2015</b> or any statutory modification thereof.</p>	<p><b>Arbitrators</b></p>
<p>AND the place of arbitration shall be in Kolkata, West Bengal, India.</p>	<p><b>Place of Arbitration</b></p>
<p>AND the request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be language to be used in the hearings.</p>	<p><b>English language</b></p>
<p>AND the procedure to be followed within the arbitration, including appointment of arbitrator / arbitral tribunal, the rules of evidence which are to apply shall be in accordance with the <b>Arbitration and Conciliation Amendment Act, 2015</b> or any statutory modification thereof.</p>	
<p>AND the fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by party.</p>	<p><b>Fees and Expenses</b></p>

<p>AND pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published the parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.</p>	<p><b>Performance during Arbitration</b></p>
<p><b><u>( FOR GOVERNMENT PARTIES AMRCD CLAUSES )</u></b></p>	
<p>PROVIDED however, and it is expressly agreed by and between the parties that in the event of the Board deciding to purchase as aforesaid, if any dispute or difference arises between them as to the amount of the said price to be paid to the Lessee as aforesaid or as to the matter of ascertainment or calculation of the same, such dispute or difference shall be settled through the process of Administrative mechanism for Resolution of CPSEs Disputes (AMRCD) in the manner defined as Clause – (6) below.</p>	
<p>(5) PROVIDED further if any dispute of difference or claims of any other kind arises between the Lessor and the Lessee in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, or the rights, duties or liabilities or any Party under this Agreement, whether before or after the termination of this Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.</p>	<p><b>Dispute Resolution by Amicable Settlement</b></p>
<p>(6) In the event of failure in Amicable settlement as above in respect of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trust inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax. Customs &amp; Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD in terms of OM No. 4(1) / 2013-DPE (GM)/FTS-1835 dated 22.05.2018 issued by Department of Public Enterprises, Ministry of Heavy Industries &amp; Public Enterprises, Govt. of India.</p>	<p><b>Dispute Resolution in the event of failure in Amicable Settlement</b></p>

IN WITNESS WHEREOF the Board have hereunto caused their Common Seal to be affixed and the Lessee have executed this lease the day month and year first above written.

GIVEN under the Common Seal of the **BOARD OF Board FOR THE PORT OF SYAMA PRASAD MOOKERJEE PORT, KOLKATA** and duly signed in the presence of \_\_\_\_\_

at \_\_\_\_\_

Signed sealed and delivered for and on behalf of the above named by their \_\_\_\_\_

Shri \_\_\_\_\_

in the presence of \_\_\_\_\_

at \_\_\_\_\_

\_\_\_\_\_  
( Lessor )

\_\_\_\_\_  
(Lessee)

**THE SCHEDULE HEREIN BEFORE REFERRED TO**

**Lease Deed prepared by :**

**Lease Deed compared by :**

**Lease Deed checked by :**

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

Tender No. AD/E/1463/T/Land/15000 sqmtrs./DZ/2024

E-Tender No.: MSTC/ERO/HALDIA DOCK COMPLEX/1/HALDIA/24-25/60.

Sub: “Allotment of about 15000 sq.mtrs. of land at Liquid Cargo Park in Dock Zone of Haldia Dock Complex, Haldia on long term lease of 30 years without automatic renewal option of lease, on ‘as is where is’ basis, on Upfront Rent basis, through tender-cum-auction 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)”.

**REPLY TO PRE-BID QUERIES – I**

Sl. No.	Ref. Clause no.	Clarifications/Queries	Clarifications furnished by HDC, SMPK.
1.	<b>Annexure-I: Item 1 (A) (ii)</b>	The bidder should possess at least Class II signing type digital certificate.  Please confirm if Class III signing type digital certificate is also acceptable?	As informed by MSTC Ltd., Class III signing type digital certificate may also work.
2.	<b>Annexure-II: Item 1.3 (a)</b>	It is specified that in the price bid, the tenderer is required to compulsorily quote a rate higher than the reserved rate of Rs 1787.04/- per 100 sq.mtrs. per month.  Please confirm:  a) Whether there is a requirement for the tenderer to mandatorily quote a minimum premium of a specific amount (e.g., Rs 1/- per 100 sq.mtrs. per month or Rs 5 per 100 sq.mtrs. per month) higher than the aforementioned reserve rate? or,  b) Whether the tenderer has the discretion to quote any rate above the reserved rate according to their own preference?	a) The tenderer is to quote rate over and above the reserved rate mentioned at column (IV) of table under clause 1.1 of Annexure - II of the tender document.  In this regard, Note under Appendix-F of the tender document may be referred to.  b) The bidders are allowed to increase their bids by one rupee or integer multiples thereof.
3.	<b>Annexure-II, Item 4.3 (e) (i)</b>	It is stated that the NPV will be calculated by taking the rate quoted by the tenderer either in the price bid or in the e-auction, whichever is higher.  Please confirm the following:	a. Auction would be on the reserve price of the land as mentioned at column (IV) of table under clause 1.1 of Annexure - II of the tender document

		<p>a) What is the reserve rate for e-auction?</p> <p>b) If there is more than one bidder in the e-auction,</p> <p style="padding-left: 20px;">i. Whether the tenderer is compulsorily required to quote a rate in the e-auction?</p> <p style="padding-left: 20px;">ii. If yes to item (b) (i) above, whether the tenderer has the discretion to quote any rate according to their own preference?</p> <p>c) Please clarify the e-auction process such as</p> <p style="padding-left: 20px;">i. What will be the total duration of the e-auction process?</p> <p style="padding-left: 20px;">ii. If one bidder submits a bid, how much will be given to other bidder(s) to submit the counter bid?</p>	<p>b.(i) Clause 1.3 (c) of Annexure-II of the tender document may be referred to.</p> <p>(ii) Not applicable. However, in this regard reply to query at item 2 (b) above may be referred to.</p> <p>c.(i) The auction period is normally held for a period of two hours (excluding the extension period).</p> <p>(ii) During e-auction, a willing bidder shall get time to submit bid or improve the same, as may be desired, until the scheduled closing time is over.</p> <p>The scheduled closing time of e-auction shall be automatically extended, in case a techno-commercially qualified bidder submits a bid within eight minutes of scheduled closing time of e-auction.</p> <p>For example, if the scheduled closing time is at 14.00 hrs and a bid is submitted at 13.54hrs, the e-auction will not close at 14.00 hrs but would be extended till 14.02hrs. In case, a further bid is received at 14.01 hrs, closing time for e-auction shall be extended till 14.09 hrs. This extension will go on till no bid is received for eight whole minutes.</p>
4.	<b>Annexure-II, Item 3.7 (k) &amp; Item 5.3 B (d)</b>	<p>Please confirm that the assessment of MGT shortfall for any year will be based on the “difference of total cargo handling revenue, calculated for MGT quantities quoted in the tender submission and the total cargo handling revenue, calculated for the actual quantities of the commodities handled by the tenderer”?</p> <p>Example: A tenderer plans to construct storage terminal and specifies 100,000 MT edible oil (foreign cargo) and 20,000 MT (coastal cargo) of bitumen in the</p>	<p>Please refer to Clause 3.7 (e) of the tender document.</p> <p>Please also note that the Cargo Handling charges will be based on prevailing SoR rates (revised from time to time) applicable for the corresponding MGT period. Taxes will also be applicable as per prevailing rates corresponding to MGT period.</p>

		<p>Annexure-IIC and Item 2 of Annexure-F of its tender submission.</p> <p>In a particular year, the tenderer handles 50,000 MT of edible oil foreign cargo and 40,000 MT of bitumen coastal cargo. Then the MGT shortfall calculation will be as follows:</p> <p>a) Cargo handling charges of edible oil as per Scale of Rate for that period: Rs 50 per MT (assumed) for foreign cargo.</p> <p>b) Cargo handling charges of bitumen as per Scale of Rate for that period: Rs 100 per MT (assumed) for coastal cargo.</p> <p>c) Total cargo handling revenue, calculated for MGT quantities quoted in the tender submission = 100,000MT edible oil x Rs 50 per MT + 20,000MT bitumen x Rs 100 per MT = Rs 70,00,000/- (Rupees Seventy Lacs) .</p> <p>d) Total cargo handling revenue, calculated for the actual quantities of the commodities handled by the tenderer = 50,000MT edible oil x Rs 50 per MT + 40,000MT bitumen x Rs 100 per MT = Rs 65,00,000/- (Rupees Sixty-Five Lacs) .</p> <p>e) MGT shortfall payable by the tenderer = Rs 70,00,000 - Rs 65,00,000 = Rs 5,00,000/- (Rupees Five Lacs).</p> <p>Please confirm if the above understanding is correct?</p>	
5.	<b>Annexure-II, Item 3.7 (a)</b>	<p>The tenderer is required to specify the name of the commodity and MGT per commodity as per Annexure-IIC and Item 2 of Annexure-F. However, given the dynamic nature of industries, it is challenging for tenderers to anticipate all commodities over the 30-year lease period.</p> <p>Therefore, please confirm that the tenderer can handle any commodity during the lease period, regardless of specifying it in Annexure-IIC and Item 2 of Annexure-F at the time of tender submission. This will be contingent upon the commodity aligning with the</p>	Please refer to Sl. No. 2 of Addendum-II.

		<p>tender criteria, namely 'dry cargo (other than coal/coke) / liquid bulk cargo (other than Class-A &amp; B liquid cargo)', and the tenderer obtaining all necessary regulatory approvals.</p> <p>Example: If the tenderer plans to construct storage terminal and specifies edible oil only in the Annexure-IIC and Item 2 of Annexure-F of its tender submission, it should be allowed to handle all other liquid bulk cargoes also, as long as such cargoes are not in the Class-A &amp; B category.</p>	
6.	<b>Annexure-II, Item 5.3 B (d)</b>	<p>If the reply to query as mentioned above in Sl. 5 is YES, then please confirm that the assessment of MGT shortfall for any year will be based on the same principle as mentioned on Sl. 4 above?</p> <p>Example: A tenderer plans to construct storage terminal and specifies 100,000MT edible oil (foreign cargo) in the Annexure-IIC and Item 2 of Annexure-F of its tender submission. In a particular year, the tenderer handles 50,000MT of edible oil foreign cargo and 20,000MT of bitumen coastal cargo. Then the MGT shortfall calculation will be as follows:</p> <ul style="list-style-type: none"> <li>f) Cargo handling charges of edible oil as per Scale of Rate for that period: Rs 50 per MT (assumed) for foreign cargo.</li> <li>g) Cargo handling charges of bitumen as per Scale of Rate for that period: Rs 100 per MT (assumed) for coastal cargo.</li> <li>h) Total cargo handling revenue, calculated for MGT quantities quoted in the tender submission = 100,000MT edible oil x Rs 50 per MT = Rs 50,00,000/-.</li> <li>i) Total cargo handling revenue, calculated for the actual quantities of the commodities handled by the tenderer = 50,000MT edible oil x Rs 50 per MT + 20,000MT bitumen x Rs 100 per MT = Rs 45,00,000/-.</li> </ul>	Same as reply to query at Sl. No.4

		j) MGT shortfall payable by the tenderer = Rs 50,00,000 - Rs 45,00,000 = Rs 5,00,000/- .	
7.	<b>Annexure-II Item 4.3 e (ii) &amp; Item 5.3 B (d)</b>	<p>It is unclear what are the various heads of charges which will be taken into consideration for assessing the NPV and the MGT shortfall. This is a vital information for a tenderer to evaluate the tender as well as to understand its financial obligations.</p> <p>Requested to please clarify each of the applicable heads of charges for one dry bulk cargo and one liquid bulk cargo, by referring to the existing Scale of Rates of SMP?</p>	<p>As per the provision of tender, in case the successful tenderer fails to achieve the 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 (like on-board charges, wharfage charges etc. as applicable depending on commodity handled) for that commodity at foreign rate.</p> <p>Various heads of cargo related charges applicable as per prevailing SoR of HDC, SMPK is appended at <b>Annex-I</b>.</p>
8.	<b>Annexure-II, Item 5.3 A (i)</b>	Please confirm that once the successful bidder pays the Upfront Rent to SMP, it will not have to pay any payment towards Upfront Rent during the entire lease period, regardless of the actual / prevailing land lease rent in force at SMP?	Clause 5.3 (B) at Annexure-II of the tender document would be applicable
9.	<b>Annexure-II Item 5.3 A (ii)</b>	Please confirm that the successful bidder will have to pay nominal annual rent @ Rs 1/- per sq. mtr. per year, during the entire lease period, regardless of the actual / prevailing land lease rent in force at SMP?	Clause 5.3 (B) at Annexure-II of the tender document would be applicable.
10.	<b>Annexure-IIB (Lease Deed Form), Termination</b>	<p>It is unjust that the Lease Deed currently lacks provisions granting the Lessee the option to surrender the lease during its tenure, especially, considering the Lessor's unilateral right to terminate. To rectify this Termination inequality, we propose incorporating the following clause into the Lease Deed:</p> <p>“The Lessee shall be entitled to surrender the lease during its tenure by providing written notice to the Lessor, with a minimum advance notice period of 6 (six) months.”</p>	Clause No. 8 (a) of Annexure-IIB [Revised] (Reference Sl. No. 1 of the Addendum-II) may be referred to.

11.	<b>Appendix-B and Appendix-C</b>	Please confirm that any tenderer applying individually (and, in consortium) and will have to provide Power of Attorney as per Appendix-B and Appendix-C is not applicable for those tenderers?	As per the provision of the tender, if a single entity applies for tender, shall submit a Power of Attorney as per format given at Appendix-B of tender document.  In case of Consortium, Power of Attorney as per format given at Appendix-C of tender document has also to be provided alongwith Appendix-B.  In this regard, Clause 2 of the Tender document may be referred to.
12.	<b>Annexure-II: Clause 1.1</b> Particulars of Land:  <b><u>Column - I</u></b> Particulars of Land to be leased out	Request to provide the approximate dimensions of the plot land i.e. width and length in mtrs.	Approximate dimensions (i.e. average length and width) of the land concerned is 150 M X 100 M.
13.	<b>Annexure-II: Clause 1.1</b> Particulars of Land:  <b><u>Column - II</u></b> Purpose of use	Please confirm whether the Liquefied Petroleum Gas (LPG) or Ammonia will be allowed to be stored.	Storage of LPG and Ammonia will not be permissible on the land in question.
14.	<b>Annexure-II, Clause 1.3 (b)</b>	Please confirm whether the e- auction process will be held on the basis of forward auction process wherein the L1 Bidder whose quote is lowest during the tender price bid evaluation stage will not be allowed to participate as per elimination policy (if any).	All the techno commercially qualified tenderers may participate in the e-auction as per process given in the Tender Document.
15.	<b>Annexure-II, Item 3.7 (e) Minimum Guaranteed Traffic (MGT)</b>	i) Please confirm whether berth operations will be a part of scope of work of the successful tenderer.  Kindly provide the berth dimensions to arrive on the MGT.  ii) For achieving Minimum Guaranteed Traffic (MGT), Berth occupancy shall play a vital role. Thus, please confirm that whether tenderer will be getting any preferential berthing facility?	i) Berth operations is not part of scope of work under the tender.  Berth dimensions are available in Administrative Report of SMPK hosted in SMPK website, which may be referred to.  ii) Prevailing Calling / Sailing Priority of Ships at HDC/SMPK as available in SMPK website at that point of time will be applicable.

		iii) In this case it is informed that the product mix of the terminal will depend upon the market conditions and may change from time to time. Hence for MGT calculations total shortfall in the assured volume may be considered instead of the individual product shortfall.	iii) Please refer to Sl. No. 2 of Addendum-II.
16.	<b>Annexure-II, Item 3.7 (i)</b>  <b>Minimum Guaranteed Traffic (MGT)</b>	Force Majeure conditions and covid like situations may also be considered for concession in the MGT.	Concession in the MGT may be considered in terms of the clause 3.7 (I) of Annexure-II of tender document.
17.	<b>Annexure-II, Clause 3.8</b> River Draft	Kindly specify the present available draft jetty wise for the prospective bidder to enable them to arrive at MGT.	Berth details are available in Administrative Report hosted in SMPK website which may be referred to.  Also, Clause 3.8 of Annexure-II of Tender document may be referred to.
18.	<b>Annexure-II Item 3.9</b>  Way leave permission for laying pipelines for handling liquid cargo by the successful tenderer	Please confirm whether the tap off facility is available at the dock area and are the existing users using the other members pipelines for the common product.  Does any such tripartite agreement is existing at the port for common usage of pipelines?	There is no common tap-off facility created by Port inside Dock area.  So far as HDC, SMPK is concerned, Port has granted permission for laying pipeline from OT-II for handling edible oil on common user basis
19.	<b>Annexure-II, Item 4.3 (d)</b>  Evaluation of Price Bid	Kindly provide us the cargo handling charges for different products which are allowed to be stored.	Cargo related charges for HDC (Scale of Rates) available in SMPK website may be referred to.
20.	<b>Annexure-II Item 5.8</b>  Statutory Clearances	Please confirm the following:  Whether EC for the subject plot land had been taken by the Port Authority or the same is not required.  Whether the subject plot land is coming under CRZ norms.	Required statutory clearances in respect of leased land shall have to be obtained by the lessee.  Please refer to the clause 5.8 of Annexure-II of the tender document.  CRZ regulation is not applicable for the said area.

**Various heads of Cargo related charges for Liquid Cargo / Dry Bulk Cargo applicable as per prevailing SOR is as follows:**

**A) Liquid cargo:**

- 1) Wharfage

**B) Dry Bulk Cargo:**

**I) Handled at End to end service berths (B-1 & 9):**

- 1) Wharfage
- 2) On-board charges
- 3) Cleaning charges
- 4) MHC charges
- 5) Shore handling charges
- 6) Heaping / Hi-heaping charges
- 7) Dispatch related charges

**II) Handled at MHC berths (B-5 & 14):**

- 1) Wharfage
- 2) On-board charges
- 3) Cleaning charges
- 4) MHC charges
- 5) Weighment charges

**III) Handled at berths other than B-1, 9, 5, 14:**

- 1) Wharfage
- 2) Cleaning charges
- 3) Weighment charges