

Reply to pre-bid queries in connection queries received in respect of the RFQ Document (Tender No. AD/E/T/Land /Railway Siding/LPG/2020) with regards to the proposed lease of land for setting up of a rail wagon loading gantry for LPG.

Sl. No.	Query	Reply of HDC, SMP to the Query
1	Kindly mention the depth/length of the Borrow Pit to be constructed on the Borrow Pit as the depth of the box culvert will have an impact on the project cost.	<p>The requisite details may be ascertained as per requirement of prospective bidder. In this regard, Clause II [General Information to the Applicants] (C) under Annexure-II of RFQ document may also be referred.</p> <p>Unhindered flow of drainage water from the two canals to the river through the Borrow Pit concerned shall have to be ensured (Clause-I. B. i. g of Annexure-II of RFQ document refers).</p>
2	What are the charges that IPPL needs to pay for taking the Pipeline from the Terminal to the wagon siding location?	<p>The rates, terms and conditions for grant of way-leave permission for pipelines as per the Land Policy Guidelines and Schedule of Rent for land and buildings of SMP at Haldia prevailing at the relevant point of time will be applicable.</p> <p>The matter of grant of way-leave permission is to be dealt separately based on request for the same by the concerned user.</p>
3	What are the separate Railway Siding Working Agreement that will be required by Sr. Dy. Manager (Rlys.)	A Railway Siding Working Agreement is to be executed in connection with operational, commercial & other modalities of the proposed Railway Siding.
4	<p>The Broad Gauge dimension is 1676 mm, the why 20 meter width land will be required.</p> <p>Revisit to 20m may please be done. Maximum 6m width may be considered for railway track as it is adequate.</p>	<p>The matter has been reviewed. The revised width of railway track considered is 7m.</p> <p>May also refer to Sl. No. 4 of Corrigendum/ Addendum-III in this regard.</p>

5	We propose to construct the Road to the Project Area via a Rail Gate level crossing from the Refinery Road.	The request is not acceded to.
6	The EOI states that Minimum Guarantee Throughput (MGT) to be followed by the Successful Party. Rate of MGT may be: 0 - 5 Years: NIL, 5 -10 Years: 3 Lakhs Tonne per annum and after 10 Years: 8 Lakhs Tonne per annum. So, will the Terminalling and haulage charges be waived of for the first 5 years?	<p>The provisions with regard to Minimum Guarantee Rail Borne LPG Traffic as mentioned under Clause II [General Information to the Applicants] (H) of Annexure-II of RFQ Document shall be applicable.</p> <p>Terminal and Haulage charges are recoverable from consignor / consignee as may be applicable.</p>
7	Is there any provision for adjusting the deficit MGV from the volume of succeeding years without having to compensate for the shortfall?	No.
8	What is meant by scheduled rent then in force?	The term "scheduled rent then in force" means the rate as per prevailing Schedule of Rent for land and buildings of SMP at Haldia notified by TAMP, at the relevant point of time during the currency of the lease period.
9	Can we exercise the option of making upfront lease payment 2 years from the date of allotment or if we exercise the option of annual lease payments, any provision for waiving off the lease rent of first 5 years/at least till one year after commissioning?	<p>The successful bidder will have the option of making payment on advance annual lease rent basis.</p> <p>Further, an additional note has been added in this regard at Sl. No. 5 of Addendum/ Corrigendum-III which may be referred to.</p>

10	In tender basis of upfront lease payment to port is computed by calculating NPV of sum total of annual lease rentals over the period of 30 years based on the highest accepted quoted amount towards land rent, escalating the same by 2% per annum and discounting by the applicable longest term G-sec rate as per the latest RBI bulletin against the basis of upfront lease payment to port mentioned in EOI which was Rs. 2,33,122 per 100 sq. mtrs.	The calculation of upfront premium will be on the basis of the relevant Clause No. I(D)(iv) of Annexure-II (Pg. 11) of the RFQ document concerned.
11	Terminal and Haulage charges related shall be effective after the completion of 3 years from the date of commencement of lease, (i.e. from the first year of operation). However, it is stated in the point of utilization of land that the facilities should be created and put to use within 24 months from the date of commencement of lease. Hence, there shall be an intermission of 1 year between the year facility will be put to use and year of operation.	The relevant clauses in the RFQ document concerned with regards to Terminal & Haulage charges and utilization of demised land, shall remain as it is.
12	The earmarked land area mentioned in the tender is 142034 sq. mtrs. against our estimated land requirement of 73150 sq. mtrs.	<p>The matter has been reviewed. The land proposed to be leased stands revised to 91,567 sq. mtrs. . [or 22.63 acres].</p> <p>May also refer to the revised column-I in table under clause -II (General information to the Applicants) (A) of Annexure-II as mentioned in Sl. No. 3 of the Addendum/ Corrigendum-III.</p> <p>The revised area proposed for allotment envisaged towards construction / installation of various facilities / infrastructure for setting up of the proposed Rail Wagon Loading Gantry shall comprise the following :</p>

		<ul style="list-style-type: none"> • The Project Proper shown in red color in revised drawing marked as Annexure-IIIA attached with the Addendum/Corrigendum-III. • Single full length railway track shown in blue color and marked A-B, A1-B1, C-D of revised drawing marked as Annexure-IIIA attached with the Addendum/Corrigendum-III. • Approach Road/Escape Route Road shown in green color and marked P-Q of revised drawing marked as Annexure-IIIA attached with the Addendum/ Corrigendum-III.
13	The lease period of 30 years commencing immediately on receipt of allotment is inclusive of 3 years gestation period or otherwise?	The lease period is for 30 years inclusive of gestation period.
14	The tender document states no automatic renewal at the end of lease period. Has the port considered any extension or renewed lease agreement.	<p>The renewal of lease at the end of lease period will be dealt under the provisions prevailing at the relevant point in time.</p> <p>As per present norms, renewal of lease may be considered through tender-cum-auction giving first right of refusal to the existing lessee subject to the provisions of the Land Policy Guidelines.</p>
15	MGT should be considered in block of 3 years.	<p>As per provisions of the RFQ document concerned, each participating bidder shall have to guarantee a minimum quantity of LPG Traffic per annum to be handled by them through the proposed railway facility to be created on the land concerned.</p> <p>The Minimum Quantity of LPG Traffic per annum is to be quoted in the Price Bid / RFP stage.</p> <p>The details mentioned under clause pertaining to quoting/consideration of Minimum Guaranteed Rail Borne LPG Traffic (MGT) as given under clause II [General Information to the Applicants] (H) of Annexure-II of the RFQ document concerned may be referred in this regard and shall remain as it is.</p>

16	<p>Although the facility will be for common use, what priority will be available to the facility owner in rake loading and dispatching?</p> <p>Priority to be given to the terminal provider /MGT provider who will be constructing the siding and has given assured volumes.</p>	<p>A new clause has been incorporated in this regard.</p> <p>Please refer to SI. No. 6 of Addendum/ Corrigendum-III.</p>
17	<p>EMD may also be accepted in BG</p>	<p>The amount of Earnest Money deposit stands revised to Rs.13,32,471/-. May also refer to Column- VI of table under SI. No. 3 of Addendum/ Corrigendum-III.</p> <p>May also refer to SI. No. 1 of Addendum/ Corrigendum-III in this regard.</p>
18	<p>Escape road :</p> <p>i. Road to be provided by the port.</p> <p>ii. Reducing the width of 7 mtrs. wide escape road - The width of the road may be kept as 3 mts.</p>	<p>i) Escape road is required for evacuation purpose taking into consideration the worst possible scenario happening at the LPG siding. Also, the road will be utilized for the project and not for common user purpose generally. Therefore, the area required for construction of approach/escape road has been included in the area requirement and the road proposed to be provided by the lessee.</p> <p>Also, portion P-Q only is being envisaged for the escape road, as may be seen in the revised drawing at Annexure-IIIA of the Addendum/ Corrigendum-III.</p> <p>ii) The request for reduction of the width of the approach/escape road has been scrutinized and found to be not acceptable. This is because in case of eventuality of fire, etc. happening at the project proper, double length road is needed for evacuation of the incoming and outgoing vehicles. In consideration of the worst possible</p>

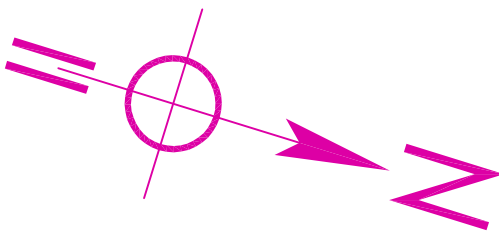
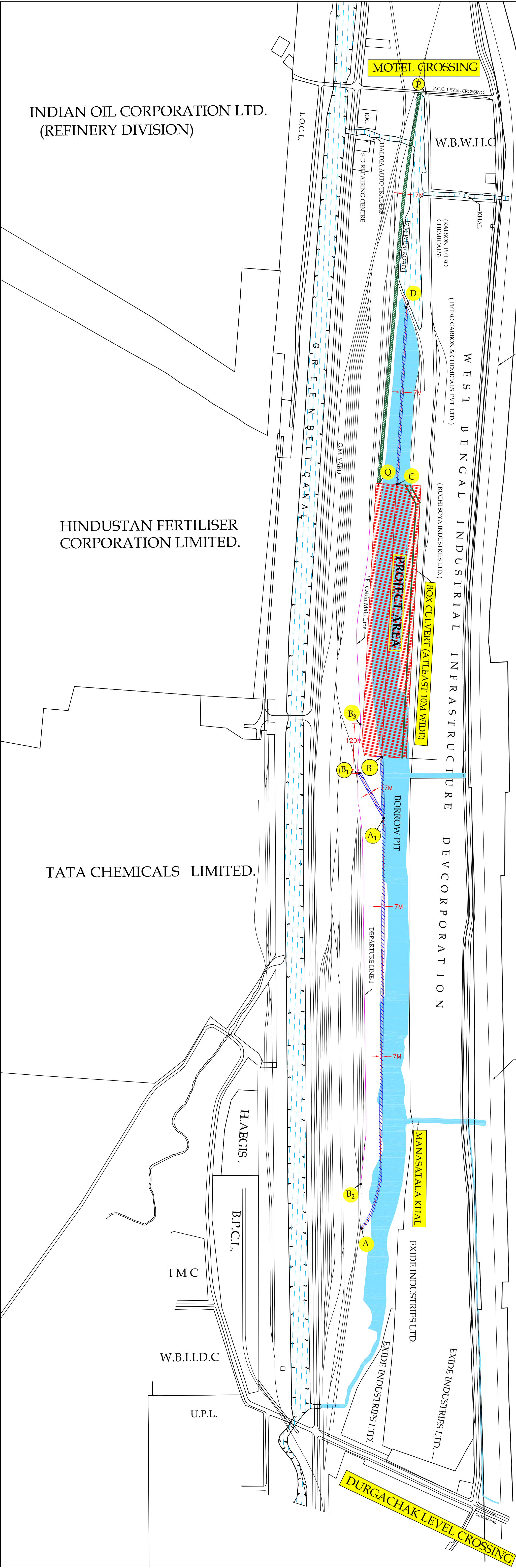
	iii. Escape route through railway cabins F & E may be considered/ Construction of level crossing in lieu of Exit Route.	scenario, a 7 mtrs. width has been considered for the purpose of the evacuation. iii) The request is not acceded to.
19	Dismantling/demolition job to be undertaken by port	Concerned land will be handed over on 'as is where is' basis. Any dismantling / demolition / relocation of structures / fixtures existing on land concerned is to be under taken by the successful bidder.
20	Power to be provided by port	Electricity may be provided from HDC source as may be feasible based on the required to be given by the successful bidder. Necessary way-leave permission is to be taken for laying electrical cable on SMP land under prevailing rates under terms and conditions. Electricity charges for current consumed at actuals and other charges on this account as may be assessed by HDC/SMP shall be payable, if electricity is supplied from HDC/SMP source. In addition 19.25% on the actual amount as overheads with have to be paid for supply of electric from HDC sources.
21	Water requirement	Water charges at actual plus 19.25% on the actual amount as overhead for supply of water and other charges on this account as may be assessed by HDC shall be payable, if water is supplied from HDC/SMP source. The successful bidder shall have to obtain necessary way-leave permission from SMP/HDC, in advance, on payment of requisite charges for laying water line in connection with supply of water to the land concerned, if water is supplied from HDC source.

22	Statutory clearances: Port may facilitate the same, port is also requested to nominate a single point contact for the successful bidder for liaising with all the departments of port.	All required statutory clearances shall be taken by the successful bidder in the name of the successful bidder and HDC/SMP shall not in any way be liable for default of the successful bidder on this account. Clause II. [General Information to the Applicants] B. ii & iii as well as Clause II [General Instructions to the Applicants] (i), (j), (k) & (l) may be referred in this connection.
23	Shifting of Railway line	The request is not acceded to.
24	Reference to location plan, the full rake gantry is to be proposed on single spur/rail track. Or the bidder shall have an option to propose the gantry on two adjacent spurs (Half rack on each rail track)? PI confirm.	HDC, SMP shall hand over the concerned land to the successful bidder on as is where is basis for planning, designing, construction, operation and maintenance of a Rail Wagon Loading Gantry for LPG on Common User basis. The actual details / number and the specifications of the project facilities is to be firmed up by the lessee. In this regard clause I B (i) of Annexure-II of RFQ document concerned may also be referred to.
25	Please provide a copy of the approval from S.E. Railway authority	Required approvals of S.E. Railway as may be necessary is to be obtained by the successful bidder.
26	In addition to the LPG pipelines; there may be other utility (air, nitrogen, water etc.) pipelines and electrical cables as well for which KoPT shall provide way leave permission. PI confirm.	For laying any pipeline / cable / utility lines required for setting up of the proposed siding, the successful bidder shall have to take necessary way-leave permission from HDC, SMP as per feasible & accepted route and under prevailing rates, terms and conditions of way-leave.
27	Please advise the total number of users of the facility.	Any organization, present or future, intending to dispatch LPG through the proposed Common User Siding to be created by the successful bidder on the demised land, may do so.

28	Please clarify that here the customer refers to 'User' and not the successful bidder.	"Customer" here refers to "Consignor / Consignee".
29	The process of determination in the TAMP document should be clear. As per the tender, the maximum rate is fixed, hence it is very important for the bidder to understand the methodology applied in determining these rates.	The charges that the successful bidder shall be entitled to levy/recover from the users of the facility and conditionalities thereof shall be notified by the tariff Authority for Major ports (TAMP) in terms of the prevailing policy of determination of tariff for major ports.
30	Please advise if this practice (Railway Siding Agreement) is followed for other rail-related activity at the Port for other products. What would be the need or nature of such agreement?	A Railway Siding Working Agreement is to be executed in connection with operational, commercial & other modalities of the proposed Railway Siding to be set up on demised land.
31	Kindly clarify the reserve price validity.	<p>The prevailing Schedule of Rent of land and buildings of SMP at Haldia is valid upto 06.04.2021. The Schedule of Rent is revised by TAMP every 5 years and the next revision is due on 07.04.2021. The reserve price applicable for this tender will be indicated in the RFP Document in the 2nd stage of Bidding.</p> <p>May also refer to column-5 of table under Sl. No. 3 of revised clause of Corrigendum/Addendum-III.</p>
32	<p>The bidder is building the facility for someone else's use and has no control over this and hence cannot be expected to provide MGT.</p> <p>MGT should not be on the bidder's account. The MGT should be provided by the users of the facility i.e. the Oil Marketing Companies, as they have control over the volumes and shall be the main users.</p>	The contention is not agreed to. The provisions pertaining to MGT mentioned in this regard in the RFQ Document will remain as it is.

	<p>The revenue from volume is based on the annual terminal and haulage charges 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. Hence, this volume as MGT should be recovered from Users directly by the Port at the time of providing connection to the facility.</p>	
33	<p>The successful bidder should have the right to increase the rate for the users accordingly every year.</p>	<p>The contention is not agreed to. The successful bidder shall be entitled to levy and recover charges from users of the proposed facility under the rates and other conditionalities as will be notified by TAMP/Competent Authority.</p>

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HALDIA PETROCHEMICALS LTD.

LEGEND

AREA		
SL No.	DESCRIPTION	AREA(IN SQ.M.)
1	PROJECT AREA FOR LPG SIDING (10M. WIDE BOX CULVERT INCLUDED IN THE PROJECT AREA)	73150
2	PROPOSED ROAD FROM PROJECT AREA TO MOTEL CROSSING (P-Q)	6699
3	AREA FOR PROPOSED RLY. CONNECTION FROM PROJECT AREA TO DURAGACHAK SIDE , A-B, & A1-B1	8729
4	AREA FOR PROPOSED RLY. CONNECTION FROM PROJECT AREA TO MOTEL SIDE (C-D)	2989

TOTAL = 91567

SYAMA PRASAD MOOKERJEE PORT , KOLKATA
HALDIA DOCK COMPLEX

TITLE NAME : -		PLAN SHOWING THE LAND FOR SETTING UP OF WAGON LOADING GANTRY FOR LPG ADJACENT TO G.M. YARD OF HDC/SMP,KOLKATA.	
SURVEYED BY -		SCALE : - N.T.S	
DRAWN BY -			
CHECKED BY -			
DRG. No : - AD/E/D-9/375	DATED : - 08.01.2021	REV. - 02	

BANK GUARANTEE FORMAT

(Earnest Money Deposit)

To
The Board of Trustees For the Port of Kolkata.

BANK GUARANTEE NO..... DATE.....
Name of Issuing Bank.....
Name of Branch.....
Address.....

1. In consideration of the Board of Trustees of the Port of Kolkata, a Body Corporate, duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt M/s..... a Proprietary / Partnership/Limited/Registered Company, having its Registered office at(hereinafter referred to as "The Bidder") from cash payment of Earnest Money Deposit in connection with Tender No..... for..... (write the name of the work as per tender) for the due fulfilment by the bidder of all the terms and conditions contained in the said tender, on submission of a Bank Guarantee for Rs..... (Rupees.....), we..... Bank..... Branch, Kolkata...../Haldia, do, on the advice of the bidder, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs..... (Rupees.....). We, Bank..... Branch, Kolkata...../Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We, Bank..... Branch, Kolkata...../Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Kolkata Port Trust" without any demur. Even if there be any dispute between the bidder and the Trustees, this would be no ground for us.....(Name of Bank), Bank..... Branch, Kolkata...../Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We, Bank..... Branch, Kolkata...../Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the bidder.

2. We, Bank..... Branch, Kolkata / Haldia, further agree that a mere demand by the Trustees at any time and in the manner aforesaid is sufficient for us, Bank..... Branch, Kolkata / Haldia, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the bidder and no protest by the bidder, made either directly or indirectly or through Court, can be valid ground for us, Bank..... Branch, Kolkata / Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We, Bank..... Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for finalization of the tender and that it shall continue to be enforceable till all the terms and conditions of the said tender have been fully honoured /fulfilled by the bidder and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofdays of.....20--- and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 1 (one) calendar month from the expiry of the aforesaid validity period up to.....or any extension thereof made by us, Bank..... Branch, Kolkata / Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value,

as required/determined by the Trustees, only on a written request by the Trustees to the bidder for such extension of validity of this Bank Guarantee.

4. We.....Bank. Branch, Kolkata / Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said tender or to extend the time for full performance of the said tender including fulfilling all obligations under the said tender or to extend the time for full performance of the said tender including fulfilling all obligations under the said tender by the bidder or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the bidder and to forebear or enforce any of terms and conditions relating to the said tender and we..... Bank.....Branch, Kolkata / Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the bidder or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the bidder or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving usBankBranch, Kolkata /Haldia.

5. We,.....Bank.Branch, Kolkata / Haldia, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Trustees in writing.

SIGNATURE.....
NAME.....
DESIGNATION.....
(Only constituted attorney for and on behalf of)
BANK.....
BRANCH.....