

**Reply to the Queries and Clarification furnished by HDC, KoPT**

Allotment of KoPT land msg. about 40468.55 sq.mtrs or 10acres in the Industrial Zone of Haldia Dock Complex at Haldia on "as is where is" basis for setting up of LNG Terminal with storage and distribution facilities through tender-cum-auction.

Tender No.: **AD/E/T/Land/10 acres(II)/2016** :: E-Tender No.:**MSTC/HO/HALDIA DOCK COMPLEX/9/HALDIA/16-17/15764**

Sl.	Reference	Clarifications Sought/Queries	Clarification furnished by HDC,KoPT
1.		<p>Tender does not have any reference to berth of Haldia Dock Complex from which LNG is envisaged to be imported.</p> <p>Kindly provide details of berth infrastructure to handle LNG imports including draft of the LNG carrier which can be handled at the terminal.</p> <p>In case Haldia Dock Complex does not envisage any dedicated berth for handling LNG, Lessee should be awarded a waterfront within Haldia Dock Complex for development of berthing facility of LNG.</p>	<p>The proposed land is situated closer to HoJ-1. LNG cargo may be handled from HoJ-1 subject to feasibility.</p> <p>There is no dedicated LNG berth at HDC.</p>
2	Part 1 Point B-part A (Technical Capability) Page No. 8	<p>It is submitted that the criteria i,ii,iii laid down in the tender deviate from the standard technical eligibility criteria laid down for development of port projects at Major Ports on BOT basis. LNG handling is similar to handling of petroleum products hence eligibility criteria for development of storage and distribution of LNG should be similar to the eligibility criteria for development of similar facilities for petroleum products.</p> <p>Proposed technical criteria will restrict the participation of players for the proposed project. There are only few LNG terminals in India hence few players will have required qualifications. It is submitted that the criteria for eligibility laid out in the tender must provide level playing field for Indian Port Players and it should not warrant for only LNG experience but evaluate participants on Port Sector experience. This will allow larger number of players to participate and improve competition in the bidding process.</p>	Can not be acceded to.

3		Is there any risk assessment study undertaken to check feasibility of handling LNG at the proposed location.	No.
4	Part 1 MGT Point H Page No. 11	MGT should be valid only if Haldia Dock Complex agrees to maintain pre agreed draft at the berth from which LNG handling is envisaged.	Not acceded to.
5	Clause 4 of Lease Deed Form Page No.29	Haldia Dock Complex should provide access to motorable road to the proposed terminal for handling LNG.	Motorable road already exists to access to the plot.
6	General instructions to Tenderer-Tests of responsiveness -point a. part ix Page No.15.	Provided timeframe is too short for preparation of DPR. It is requested that DPR submission should be post award of tender.	Not acceded to.
7		Haldia Dock Complex should provide ROW for pipeline connecting LNG berth at Haldia Dock Complex and LNG Storage facility.	For laying pipeline from terminal to the berth way-leave permission may be given for which please refer to page No. 31 clause 15(a) of tender document .
8		Haldia Dock Complex should provide ROW for pipeline connecting LNG storage facility to the main gas pipeline passing through nearby location as an when developed.	Please refer to page No. 31 clause 15(a) of tender document .
9		a) Lessee should be allowed to develop Storage as well as regasification facilities.  b) Apart from land based storage provided in the tender, floating storage facility near the berth should be allowed to be developed.	a) May be allowed subject to feasibility, statutory clearances, etc.  b) Cannot be acceded to.
10	Clause 7 of lease deed form Page No. 30	The proposed period of 24 months granted to lessee to create facilities includes obtaining statutory clearances/ environment approvals which itself will take atleast 18 months. Hence, it is requested to please revised the period to 42 months from 24 months. Otherwise Haldia Dock Complex should take responsibility for obtaining environment approval and start date for the project should commence only after receipt of environment approval.	Cannot be acceded to.
11	Clause 42 part 3 of Lease Deed Form.	Lessee should be allowed to remove the moveable assets from the site on expiry of term.	May be allowed.
12	Page No. 19, Annex-A	Kindly provide map which includes both HOJ1 and the river barge jetty. Kindly advise distance between barge jetty and HOJ1 and confirm sufficient space will be made available, without any additional charge, for laying LNG pipeline from proposed land to river barge jetty.	Distance between HoJ1 and barge jetty is apprx 750 mtr. The location was physically shown during site inspection held on 11.01.2017

13	Miscellaneous	It is understood that river barge jetties presently being used for handling cargo barges. Kindly provide number of hours daily availability of the river barge jetty for LNG bunkering purpose.	Usage of barge jetties varies with the quantum of cargo movement. However, KoPT will endeavour to make available the barge jetties for bunkering purpose.
14	Page No. 11, Point (H) Minimum Guranteed Traffic (MGT) Page No. 11	<p>It is noted that KoPT has proposed to utilize Haldia Oil jetty (HOJ1) for LNG handling and the same HOJ1 is presently being used for handling other cargo (LPG, Benzene, ammonia). As per OISD 194 Clause 9.0"A separate jetty shall be earmarked for LNG unloading". Oil Industry Safety Directorate(OISD) relevant section enclosed as Annexure 1.</p> <p>In case OISD does not suitably amend the guidelines, Cargo related charges should be applicable on Actual Traffic instead of Minimum Guaranteed Traffic (MGT).</p>	<p>There is no dedicated LNG berth at HDC.</p> <p>Not acceded to</p>
15	Part- Eligibility Criteria. Page No. 9 and 42.	At page no. 42, the Annexure I is meant to define the shareholding pattern of the 'company' (participating in tender as a consortium member) with its 'associate' and this has to be certified in form of Annexure I as per the tender document. But the format of Annexure I published on page no. 42 states "Company participating as a consortium member in the tender should have control over its associate company" which deviates from the definition of Associate on page no. 9 which states "Associate means, in relation to the Applicant / Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant / Consortium Member".	Annex-I has been modified. Please refer Corrigendum.

**Kolkata Port Trust  
Haldia Dock Complex**

**CORRIGENDUM**

**Tender No.: AD/E/T/Land/10 acres(II)/2016**

**E-Tender No.: MSTC/HO/HALDIA DOCK COMPLEX/9/HALDIA/16-17/15764**

**Name of Tender :- “for allotment of KoPT land msg. about 40468.55 sq. mtrs. or 10 acres in the Industrial Zone of Haldia Dock Complex at Haldia on “as is where is” basis for setting up of LNG Terminal with storage & distribution facilities through tender-cum-auction.**

Clause reference	Original	Modified.
<p><b>Page No. 42</b></p> <p><b>Annex-I</b></p> <p>Certificate from Statutory Auditor/Company Secretary regarding Associate.</p>	<p>Based on the authenticated record of the Company, this is to certify that more than 50% (fifty percent) of the subscribed and paid up voting equity of ..... (Name of the Associate) is held, directly or indirectly,..... (Name of Applicant/Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of B under Financial Capability (Page-9).</p> <p>A brief described of the said equity held, directly or indirectly is given below: {Described the share-holding of the Applicant/Consortium Member in the Associate} Name of the audit firm: Seal of the audit firm: (Signature, Name and Designation of the authorized signatory) Date:</p> <ul style="list-style-type: none"> <li>• It may be noted that in the absence of any detail in the above certificate, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Technical Capacity.</li> <li>• In the event that the Applicant/Consortium Member exercises control over an Associate by operation of law, this certificate may be suitable modified and copies of the relevant law may be enclosed and referred to.</li> <li>• In this case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of “control” is not broken.</li> </ul>	<p>Based on the authenticated record of the Company, this is to certify that more than 50% (fifty percent) of the subscribed and paid up voting equity of ..... (Name of the Associate/Consortium Member/Applicant) is held, directly or indirectly,..... (Name of Applicant/Consortium Member/Associate). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of B under Financial Capability (Page-9).</p> <p>A brief described of the said equity held, directly or indirectly is given below: {Described the share-holding of the Applicant/Consortium Member in the Associate} Name of the audit firm: Seal of the audit firm: (Signature, Name and Designation of the authorized signatory) Date:</p> <ul style="list-style-type: none"> <li>• It may be noted that in the absence of any detail in the above certificate, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Technical Capacity.</li> <li>• In the event that the Applicant/Consortium Member exercises control over an Associate by operation of law, this certificate may be suitable modified and copies of the relevant law may be enclosed and referred to.</li> <li>• In this case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of “control” is not broken.</li> </ul>

