#### **CORRIGENDUM-XXI**

Ref. RFQ Tender Notice No.:KOPT/KDS/CIV/T/2474/06 Dtd. 24.06.2020

Ref. RFP Tender No : KOPT/KDS/CIV/T/2474/06A Dtd. 26.02.2021

Sub:Name of Work: Rejuvenation of Khidderpore Docks (KPD-I West) through PPP Mode on Design, Build, Finance, Operate & Transfer (DBFOT) Basis at Syamaprasad Mookerjee Port, Kolkata

Reference to subject tender, Authority Reply to query of bidders (DOC-I), requisite Addendum (DOC-II) & Drawings (2 nos. viz Annex-I & Annex-II) are enclosed herewith please.

All other terms & conditions and Clauses will remain same as per original.

Superintending Engineer( Contract)
For Chief Engineer (I/C)
Syamaprasad Mookerjee Port, Kolkata

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# "Rejuvenation of Khidderpore Docks (KPD-1 WEST) through PPP mode on Design, Build, Finance, Operate and Transfer (DBFOT) Basis at Syama Prasad Mookerjee Port, Kolkata"

# **RFP Pre-Bid Bidders Queries: Authority Response**

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
1.	DFR		Could you please share the Bill of Quantity (BOQ) Excel File to be completed and submitted in the financial bid?	Kindly refer Addendum/Corrigendum corresponding to RFP Clause 2.11.4 inter alia Clause 2.10.1, 2.10.2, 2.10.3, 2.10.4, 2.10.5, 2.11.1, 2.11.2, 2.11.3, 2.11.6, 2.11.8, 2.11.9, Appendix-IX & Appendix-X. etc.
2.	RFP Article 2.20.2		Could you please specify to whom the demand draft for the Bid Security shall be issued and where shall it be payable	Kindly refer Addendum/Corrigendum issued.  (In case the Bid Security is provided in the form of DD, the same shall be drawn Syama Prasad Mookerjee Port, Kolkata payable at Kolkata.)
3.	RFP Appendix-I (Sl. No. 24, Clause 2.11.4)	Submission of bids in Envelops to the Authority: written on the envelope	On one hand, in article 2.11.4, it is mentioned that the technical bid shall be placed in an envelope bearing "Bid for the Rejuvenation of Kidderpore Docks (KPD-I West) through PPP mode on Design, Build, Finance, Operate and Transfer ("DBFOT") basis at Syama Prasad Mookerjee Port, Kolkata", and shall indicate the name & address of the applicant and the bid due date. On the other hand, in appendix I, it is explained that the technical bid shall be submitted in a separate envelope marked as "Enclosures of the bid".	Kindly refer Addendum/Corrigendum corresponding to RFP Clause 2.11.4 inter alia Clause 2.10.1, 2.10.2, 2.10.3, 2.10.4, 2.10.5, 2.11.1, 2.11.2, 2.11.3, 2.11.6, 2.11.8, 2.11.9, Appendix-IX & Appendix-X. etc.

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
			Could you please clarify what should be written on the envelope?	
4.			Shall a hard copy of the feasibility report be inserted in the technical bid?	Please refer to Clause 2.11.2 for the documents to be submitted as part of the Technical Bid.
5.	Appendix VI- and Appendix VII of the RFP	Performa of Pre- Contract Integrity Pact	Do we have to submit the Performa of undertaking regarding illegal methods for influencing bid process (Appendix VI of the RFP) and Performa of disclosure of payment made/proposed to be made to the intermediaries in connection with the bid (Appendix VII of the RFP)? If yes, in which part can we insert those documents?	Appendix VI and Appendix VII should be submitted as part of the Technical Bid. Please refer to Clause 2.11.2 of the RFP
6.	RFP		Could you please clarify what is the difference between RATE PER MT/TEU and Gross Rate per MT/TEU for the Royalty details in the Bill of Quantity (appendix X)?	Please refer Clause 1.2.6 of the RFP. The Gross Rate refers to the Royalty calculated on the optimal capacity of the bulk cargo and the container cargo.
7.			Could you please share the detailed business plan presented in the Feasibility report?	The Feasibility Report which is as part of the bid document provides the business plan
8.			Could you please provide the detailed last years and current volumes handled at KPD-I West in TEU (full import/export, empty import/export) and tones?	Year: 2020-21 Volume handled at KPD - Tonnage: 1.8 Million Tons TEUs: 7887

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
9.			We understand that this business plan provided in the Feasibility report does not include the Royalty. Could you please confirm our understanding?	The business plan in the Feasibility Report does not include the Royalty.
10.			Would the Concessionaire be allowed to provide leased equipment for the different phases?	The nature of the equipment to be procured by the Concessionaire should be as per the provisions of the Concession Agreement. The equipment shall be newly purchased (owned) by the SPV (Company formed by the Concessionaire) per the DCA.
11.			Would the Concessionaire be allowed to provide second-hand equipment for the different phases?	Same as above in point no. 10
12.			Would the Concessionaire be allowed to provide equipment manufactured in China?	The Bidder at its own cost should carry out the due diligence as per the prevailing & issued latest Law, Rules, Regulation, Policy, Guidelines etc. by Government of India (GoI).
13.			We understand that "TEU shall be equivalent to 15,03 MT for the purpose of calculation of Royalty under this agreement" (Article 1, 1.1 of the Concession Agreement). Will this rate be used to assess the Minimum Guarantee Cargo set out in Appendix 14?	The rate conversion 15.03 MT from TEU would be used to assess the Minimum Guaranteed Cargo
14.			Could you please clarify what the mechanism in case the Minimum Guaranteed Cargo set out in Appendix 14 is not reached (Article 7, 7.1. xii of the Concession Agreement)?	Please refer to Clause 7.1 xii and Clause 15.1 (a) (vi) of the DCA.  DCA conditions prevail

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
15.	Reference		In Article 9, 9.1, a & b, the amount of license fee and its percentage of growth are not defined. Could you please clarify the calculation method of this license fee and its percentage of growth?	Please refer Addendum/ Corrigendum corresponding to DCA Article 9, 9.1, a & b  Further, it may be noted that the rates applicable as mentioned in the Addendum/Corrigendum for Article 9.1 a & 9.1 b are applicable up to 06 April 2021.  Since, Tariff Authority for Major Port Notification No. G. No. 224, New Delhi, 31 May 2017 is applicable up to 06 April 2021, the revised rates are awaited. In case revised rates are published before the Bid Due Date as per Clause 1.3 (Schedule of Bidding Process) of the RFP, in such a condition, an addendum will be issued by SMP considering sufficient time to make necessary changes/updating for the bid submission by the bidders.  The amount of License fee & the security
				deposit will be calculated at the time of actual type & area of land handed over to the Concessionaire.
				Therefore, at present, provision of the rates are being provided as upto 06 April 2021 under the clause 9.1(a) & 9.1(b).
16.	Annexure 8.01 at page 119 of Detailed	Regarding Mobile Harbour Crane ("MHC")	1.The Detailed Capital Expenditure of the Project (Phase-1) envisage one (1) mobile Harbour Crane ("MHC") at an estimated cost of Rs. 33 Cr.  2. Clause 9.5 at page 129 of the Detailed Feasibility Report May 2020 prepared by the Indian Ports	

Clause **Authority Response-**Sr. No **Particulars Queries / Observation** Reference Feasibility Association considers the life of a MHC as 20 Report The same report also considered replacement of the MHC after 20 years. On the basis of the above (a) Please confirm that successful Please refer S.No. 10. The terms of bidder/concessionaire will be permitted to replacement has been provided under deploy used MHC as long as the MHC has not Article 7.1 (a) (iii) of the DCA, the same can also be referred for additional clarity exhausted its residual life and the same is replaced with MHC having necessary residual life. (b) Please confirm that the Mobile Harbour Same as Sl. No. 10 above Cranes shall be owned or taken on lease or taken on hire by the contractor during the entire period of the contract. The other equipment may be either owned or taken on lease/ hire basis for the entire period of the contract by the contractor. In case the successful bidder initially acquires the different equipment through lease/ hire, he will be allowed by KoPT to subsequently own all the equipment if he prefers to discounting leasing/ hiring of equipment. The same has been permitted by SPMP at clause 1.8, page 5 of the Tender No. MTO/G/607-E/MHC/2015 (Exhibit A). (c) Please confirm that SPMP shall permit the Please refer Sl.No. 12 above. successful bidder/concessionaire to deploy cranes manufactured by GENMA (China),

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
			Liebherr (Germany) and Gottwald (Germany) as per below details:  (i) Nantong Rainbow Heavy Machineries Co., Ltd., China ("GEMNA") NO.88, Rongsheng Road (Chenqhiao), Nantong Marine Equipment Industrial Zone, Nontong, Jiangsu, China (note, GENMA MHCs are operating in Paradip Port Trust (2 Nos) & Visakhapatnam Port Trust (1 No.))  (ii) Liebherr-MCCtec Rostock GmbH (Liebherr Werk Nenzing GmBH) LiebherrstraBe 1 18147 Rostock Germany (Note, Liebherr MHCs are operating in most major ports is India)  (iii) Konecranes GmbH, Forst 16, 40597 ("Gottwald") Dusseldorf Germany (Note, Konecranes (Gottwald) MHCs are operating in many major ports is India)	
17.	Annexure 8.01 at page 119 of Detailed	Regarding Grab Unloader	Please confirm that SMP will permit the successful bidder to deploy Grab Unloader from Sany (China) in addition to Liebherr (Germany) and Sennebogen (Germany)	Please refer Sl.No.12 above.

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
	Feasibility Report-			
18.	Annexure 8.01 at page 119 of Detailed Feasibility Report-	Reach Stacker & Tractor Trailer	Please confirm that such equipment may be either owned or taken on lease/ hire basis for the entire period of the contract by the successful bidder/ concessionaire	Please refer Sl.No. 10 above.
19.	Appendix 14 at page 174 pf the RFP document	Minimum Guaranteed Cargo	Please confirm that for computing the MGT, actual weight of each container handled shall be considered instead of notional weight.	Please refer S.No.13 above.
20.			At the time of RFQ, it was told that the structural drawings of berth an Architectural as well as structural drawing of KPD-I (W) will be given with RFP but we could not find the same with RFP documents please share the same at the earliest to understand the strength, capacity and scope of the work.	The drawings as available in record are enclosed (Refer Annex-1 & Annex-2).
21.			During RFQ it was told that there is railway connectivity till KPD-II and concessionaire can bring it till KPD-I (W). On physically visiting the site we could find that Railway connectivity is there till KPD-II(E) and up to berth 29, working connectivity is till Berth 22-23 only. For stretching it till KPD-I (W) river is to be crossed which technically is not feasible. Please share	KPD Dock-II (East) which has the berths 22-29 has Rail connectivity. If the concessionaire desires to have rail connectivity, the same has to be extended from KPD Dock-II (West)/Coal Berth. Technical feasibility may be explored by the concessionaire.

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
			feasibility of the same along with any other possible route available for the same.	
22.			Please inform us the dimensions difference between Lock Gate of NSD compared to KPD and please also let us know whether both docks can handle vessels of same dimension or not? And If there is any limitation on certain type of vessels at KPD-I (W) because of lock gate and draft restriction please also inform the same.	May please refer to the Feasibility Report and the reply to the RFQ Pre Bid Queries.
23.			Assurance for uniform draft between NSD and KPD.	Draft at NSD and KPD will be the same.
	Refer DCA Page 57 Article 9.1		What is the License Fees and please also quantify the same? Is this included in Royalty or it is to be paid over and above Royalty.	The License fee is to be paid over and above Royalty.
24.				Please refer Addendum/ Corrigendum corresponding to DCA Article 9, 9.1 a & b (kindly refer Sl. No. 15 herein above)
25.	Article 9.2		When does the payment of Royalty become applicable? Please elaborate on the same point no (d) of article 9.2 is not clear to us. Is royalty payable after completion of construction period of 18 months or it become payable with the grant of LOA.	Please refer DCA-  • Clause 9.2 (d): "The payment of Royalty shall commence from the Month in which the Concessionaire commences to provide any Project Facilities and Services, and shall be irrespective of Date of Commercial Operation."
				It is clarified that the Royalty is payable only after the completion of construction period. However, such Royalty shall be indexed to

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
				WPI from the date of the submission of the financial Proposal.
26.	Pg 174		Bifurcation of minimum guarantee cargo in terms of containers (TEU's) and bulk cargo in Appendix 14.	DCA Cl. 7.1 (a) xii prevails in conjunction with Appendix-14.  Kindly refer Addendum/ Corrigendum corresponding to DCA Appendix 14.
27.			It is mentioned that payment of Royalty will change as per all commodities WPI index of Govt. of India? Please also clear whether the tariff fixed by TAMP to be charged by concessionaire will also escalates in same proportion or not on year to year basis?	Please refer to Chapter-5 General Notes of the TAMP order for the indexation of the Tariff to Inflation and for Performance Linked Tariff.  • Kindly refer APPENDIX 12 TARIFFS for the other associated Provisions.
28.	Appendix 4, pg-124		Basis of fixing Equipment List? Concessionaire should be allowed to bring equipment's as per his requirement.	The Concessionaire to make available all the equipment's as mentioned in Appendix 4 of the DCA. However, as per Article 7.1 (a) (i) (e), the Concessionaire would be free to deploy higher capacity equipment/facilities/tmechnology, etc. and induct new technology and carry out value engineering for improved productivity and/or improved utilization and/or cost saving of Project assets during the concession period;
29.			Minimum rate of Royalty, if any, fixed by KoPT?	No minimum rate of Royalty is fixed by SMP. RFP conditions prevail.
30.			Kolkata Municipal Corporation Taxes and Fees, if any	Municipal Taxes if any on any utilities and assets at the site to be borne by the Concessionaire.
31.			Land Registration Expenses, if any	No such expenses

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
32.			Maintenance of Approach Roads/Traffic Infrastructure, to ensure performance	Maintenance of approach roads/traffic infrastructure within the Project Site is the obligation of the Concessionaire, and maintenance of the road infrastructure outside the Project Site, pertaining to SMP Kolkata, will be maintained by Authority. However, existing service utilities maybe maintained by SMP, and no damage to the same to be caused.
33.	Refer RFP Page 10, Clause 1.1.1		Authority may please allow all type of Cargo in bulk category that can be Handled with available Handling facilities. Because, Ports are used for Import/Export Cargo and Import/Export Policy on Goods/Commodities varies. For Example, Import of Pulses is presently discouraged.  Hence Allow all type of Cargo to fulfill minimum Performance Guarantee or provide us with a negative list of cargo which will restricted at KPD-I (W)	RFP conditions prevail. Cargo that will not be permitted is already discussed in RFQ Pre-Bid response.
34.	Refer DCA Page 174 Appendix 14		Minimum Guarantee Cargo, to be defined, as stipulated in the Draft Concession Agreement (DCA)	DCA conditions prevail.
35.			What, if Minimum Guarantee can't be fulfilled due to Draft and Port Infrastructure related Problems?	Please refer S.No 14 above.
36.			License Fee details required?	Please refer Addendum/ Corrigendum corresponding to DCA Article 9, 9.1, a & b

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
37.	Refer DCA Page 57, Article 9.2		Royalty to be paid on Actual Handled or Optimal Capacity?	Royalty to be paid on the actual cargo handled.
38.	Refer Page 25 Clause 2.11.1 of RFP vis-a-vis Page 43 Point 30 of Appendix I of RFP		While Hardcopy of Financial Bid is not allowed to be submitted; How can the Royalty Rate is allowed to be written on Appendix I of Technical Bid?	Kindly refer Addendum/Corrigendum corresponding to RFP Clause 2.11.4 inter alia Clause 2.10.1, 2.10.2, 2.10.3, 2.10.4, 2.10.5, 2.11.1, 2.11.2, 2.11.3, 2.11.6, 2.11.8, 2.11.9, Appendix-IX & Appendix-X. etc.
39.	Refer Page 68 Appendix- X of RFP		BOQ Format for Financial Bid needs to be Clarified to be	Same as in point no. 39 above.  Kindly refer Addendum/Corrigendum corresponding to RFP Appendix-X
40.			Overall Flexibilities to be allowed as per change of circumstances of various depending Factors in the course of Maintenance and Operation of the Project including the Scope of the Work.	The DCA conditions shall prevail
41.	RFP Cl. 1.1.8 (Point2)	Include representation from the Management Contractor for submitting bids.	We understand that Management Contract should be submitted after award of the contract. Item 2 specifies that the Contractor is not a Bidder and is not a part of any other Consortium. Does it mean that even after the award of the contract, the successful Bidder cannot enter into an agreement with a company having the eligible O&M experience from the short-listed contractor?  Kindly clarify.	The Concessionaire has to provide undertaking to furnish copy of Management Contract during the Conditions Precedent (which the Applicant must have provided an undertaking during the RFQ phase if Applicant don't possess O&M qualification) and can enter into such contract during the prevalence of CA.

RFP Cl. 1.2.3, 2.7.2, 2.14,4: RFP Cl. 2.1.9 & 2.1.10		Should hard and /or soft copies of DCA and Feasibility Report be submitted along with the Bid?  Since there is no change in the composition of the consortium, it is necessary to submit a fresh Power of Attorney as stipulated in the above	Please refer Clause.2.11.2 of the RFP for the documents to be submitted as part of the Technical Bid.  The Applicant has to submit the Power of Attorney as per the RFP.
Cl. 2.1.9 & 2.1.10		consortium, it is necessary to submit a fresh	• •
RFP		clauses?	recorney as per the fur.
Cl. 2.83		All clarifications and interpretations issued by the Authority in responses to our queries shall be deemed to be part of the Bidding Documents.  Should hard and/or soft copies of these be submitted along with the Bid?	Yes. The bidder to submit to the Authority, all the hard and soft copies of all the Queries & Responses with Addendum/Corrigendum issued by the Authority.  Please refer Clause 2.11.2 of the RFP
RFP Cl. 2.10.4,2.10.5 & 2.14.1		We understand that in financial bid both in Appendix I as well as BOQ (Appendix-X and not Appendix-1B as indicated in Cl. 2.10.5) which will be submitted along with the hard copy, the Royalty figure shall be kept blank. Royalty figure in Appendix-I and BOQ shall be submitted only as soft copy.  Kindly confirm	Kindly refer Addendum/Corrigendum corresponding to RFP Clause 2.11.4 inter alia Clause 2.10.1, 2.10.2, 2.10.3, 2.10.4, 2.10.5, 2.11.1, 2.11.2, 2.11.3, 2.11.6, 2.11.8, 2.11.9 Appendix-IX & Appendix-X.
RFP Cl. 2.11.2		We understand that both copy of the Technical Bid would contain only the following:  (a)Bid Security in the format at Appendix-II  (b) Power of Attorney for signing of Bid in the Appendix-II  (c) Power of Attorney for Lead Member of	RFP conditions prevail.
	RFP Cl. 2.10.4,2.10.5 & 2.14.1	RFP CI. 2.10.4,2.10.5 & 2.14.1	deemed to be part of the Bidding Documents.  Should hard and/or soft copies of these be submitted along with the Bid?  We understand that in financial bid both in Appendix I as well as BOQ (Appendix-X and not Appendix-1B as indicated in Cl. 2.10.5) which will be submitted along with the hard copy, the Royalty figure shall be kept blank. Royalty figure in Appendix-I and BOQ shall be submitted only as soft copy.  Kindly confirm  RFP  Cl. 2.11.2  We understand that both copy of the Technical Bid would contain only the following:  (a)Bid Security in the format at Appendix-II  (b) Power of Attorney for signing of Bid in the Appendix-II

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
47.	RFP Cl. 2.11.2(d)		We understand that RFP and the Concession Agreement would only be submitted as had copy and not as soft copy. The detailed Feasibility Report need not be submitted with Technical Bid at all.	RFP conditions prevail.
			Kindly confirm.	
48.	RFP Cl. 2.11.3		We understand that online submission of RFP and Concession Agreement are not required as per Cl. 2.11.2(d) as mentioned in item 7 above. These documents shall only be submitted as hard copies.	Please refer Clause 2.11.2 of the RFP. RFP conditions prevail.
49.	RFP Cl. 2.11.6:		The Financial Bid shall not be submitted physically in hard copy.	Kindly refer Addendum/Corrigendum corresponding to RFP Clause 2.11.4 inter alia Clause 2.10.1, 2.10.2, 2.10.3, 2.10.4, 2.10.5, 2.11.1, 2.11.2, 2.11.3, 2.11.6, 2.11.8, 2.11.9 Appendix-IX & Appendix-X.
50.	RFP Cl. 2.7.1		Stipulates content of the RFP listing the documents to be submitted in which Appendix-X includes Price Bid format. Should this format without putting the Royalty figures be submitted as hard copy?  Kindly clarify.	Please refer point 50 above
51.	RFP Appendix-I Item 28		The content of this item is within curly { } bracket. What does these curly brackets signify?	This Clause is applicable only in case of Consortium.

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
52.	RFP Appendix-I Item 31		Kindly clarify.	If there is any change in the (a) Management Control of the Company/Companies and/or (b)  Change of more than 10% in shareholding in the Company/Companies by any  Shareholder; after the application of the Security Clearance which is submitted as part of the RFQ, the Applicant shall inform the Authority accordingly within two weeks of change taking place.
53.	RFP Appendix-I Item 32		States "Policy for preventing private sector monopoly in Major Ports" as per the Appendix VI  As per Appendix VI of RFP documents, the proforma is for Pre-Contract integrity Pact and not of Private Sector Monopoly  Kindly clarify.	RFP conditions prevail.
54.	DCA- Article 7.1a(xii) (page-49)	Minimum Guaranteed Cargo	"In the event the concessionaire is not able/likely to utilize the project facilities for a continuous period of 48 hours, the Authority shall be entitled to use the project facilities on the following terms and conditions without any relaxation in Minimum Guarantee Cargo obligation of concessionaire".  During such period of non-availability of vessel and consequent non utilization of the project facilities, would it be possible for concessioning authority to divert a suitable vessel to KPD-I	Working of a vessel in PPP berth at KPD-1 shall be the discretion of the vessel operators.

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			(West) for optimum utilization of project facilities?	
	DCA - Article 7.2a(i)(c) (Page-45)	Obligations of Concessionaire	"maintenance of the dredged draft alongside the berth at draft 8.5 m"	Kindly refer Addendum/Corrigendum corresponding to DCA- Article 7.1 (a)
55.	DCA- Article 7.1c(i)(d) (Page-52)	Obligations of Concessioning Authority	Kindly clarify.	Kindly refer Addendum/Corrigendum corresponding to DCA- Article 7.1 (a)  The Authority shall maintain the draft alongside the berth at 8.5 m.
56.	DCA- Appendix 2	Port's Assets (Page-111)	Phase 1(b) and Phase II(b) indicate land comprising of 73578 sq.m and 60701 sq.m for backup areas. Only Shed No. 2-3109 sq.m. and Shed No. 12-4988 sq.m have been indicated as covered godown for dry bulk cargo.  As monthly volume of dry bulk cargo would be 25,000 tonnes in Phase I and 29167 tonnes in Phase II, covered area indicated appears to be inadequate.  Kindly confirm.	The backup area would be provided to the concessionaire, the concessionaire as per Appendix 4 of the DCA would develop/install other miscellaneous items and related facilities capable of handling cargo in accordance with the performance standards set out in Appendix 15
			We assume that Shed nos. 4,6,8 and 10 would be broken to create space for container movement and storage.  Kindly confirm.	Please refer section 6.6 of the Feasibility Report. The Concessioning Authority shall demolish the shed no.4 & 6 during Phase-I and shed no. 8 & 10 during Phase-II for parking yard.
57.	DFR-Article 7, Page-4		As per your study, the basic materials that have been taken into consideration for handling are containers, pulses/peas, fertilizers, lime stone.	RFP conditions prevail.

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
			Further, in recent days, KPD also handled coal, gypsum, clinker, manganese ore and other black cargos as indicated in Article 5.3 Page 76. Cargo of both the above verities should be allowed to be handled at KPD-1 West.  Kindly confirm.	
58.	Article 9, Page-5		KPD-1 is going under rejuvenation in two phases. However, planning for KPD-1 East as well as other jetties in KPD-2 has not yet been announced. We would request you to please share the planning details for KPD-1 and KPD-II  Kindly clarify.	Please refer to the RFQ Pre-Bid Replies on the matter
	Article 1.1, Page 8		Maximum dimension of vessel acceptable at NSD is 172m LOA and 24.3m Beam, at KPD 157 m LOA and 32.3 m Beam.	The DFR may be referred to for the cargo projections. The Concessionaire shall make efforts for maximizing cargo handling at KPD-1 (West)
59.			We understand that currently container carrying vessels being received at NSD are having a Beam varying between 22.7 m to 22.9 m. These vessels cannot pass through the lock-gate of KPD. Also, presently, most of the traffic are handled at NSD and minimum traffic at KPD.	
			In view of the above constraints, would it be possible to receive adequate cargo in KPD-1(West) to attain viability of the project.	
	Article 3.4,	KPD-1-Wester Berth	Kindly clarify.  It is mentioned that the construction is more	The booths are assertained asta for
60.	Page 32	N. D. I. Wester bertii	than 130 years old and no proper detailed drawings are available for the quay wall structure	The berths are ascertained safe for deployment of Mobile Harbour Cranes

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			as well as adjoining transit sheds. Following a major disaster in the eastern quay wall a special Gol Committee worked out the desired dimensions more than 100 years back based on which a safe working load of 5486 Kgs/sq. meter for the quay wall and back-up area was worked out.  Has the safe working load been reassessed in recent past? If so, when and is it possible to get the details of the study clearly specifying the maximum safe working load.  Considering the age of the berth and the length of the concession period, this is considered to be vital for safety of the operation specially Mobile Harbour Cranes and other heavy equipments.  Kindly confirm.	provided the safe working load is under the prescribed limit
61.			There are warehouses and stacking areas in KPD-1 East and KPD-2. Under the current scenario of storage space requirement vis-à-vis availability, kindly clarify whether storage space in KPD-1 East and KPD-2 could be made available for cargo handled in KPD-I West against applicable payments for doing so.	Please refer 7.1 (c) (iii) Additional land, Utilities and Facilities and Clause 9.3 of the DCA.  The concessionaire can apply for storage space under monthly license at other zones of KPD upon availability. The discretion for such allotments solely rests with SMP.
62.	Clause 1.1	Project Capacity	We understand that the concessionaire is required to develop following capacity in phases <b>Ph-1 - 3 MMTPA, Ph-2 - 3.5 MMTPA</b> Will the concessionaire be free to handle any form of cargo at these facilities or the berths will have designated cargo handling?	Please refer the Clause 1.1 for the Definition of Phase I and Phase II for the berth numbers that would be handed over under the respective phases. The Concessionaire shall handle only the cargo as mentioned in the TAMP order.

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
				DCA conditions prevail.
63.	Clause 2.2.	Concession Period	We understand that the concession period for Ph-1 will be starting from date of award of concession and for the Ph-2 before the 5 <sup>th</sup> anniversary of COD of Ph-1 We request:  1) To provide the concessionaire an extension in concession period of 10 years and then subsequently by 10 more years, on mutually agreeable terms. This will help the concessionaire in:  a) Recovering the initial cost outlay in a sustainable manner  b) Also utilize the facilities of Ph-2 for considerable period which would otherwise would have been utilized for less than 25 years.  2) The Ph-2 should be started when Ph-1 reaches at-least 70% capacity.	DCA conditions prevail.
64.	-	Railway Connectivity	We understand that Kidderpore Dock is connected with railway. We request Authority to clarify whether the existing railway line will be extended to proposed project.	Please Refer to reply at Sl.No.21
65.	Clause 9.2	Royalty	Royalty has been indexed to 100% of WPI, whereas tariff fixed by TAMP has been indexed to 60% of WPI	The DCA provisions shall prevail.
66.	DCA 7.1(c)	Dredging	There is continuous situation of the dock due to the opening of the lock gate. We request Authority to clarify the need of capital and/or	The Authority shall maintain the draft alongside the berth at 8.5 m.

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
			maintenance dredging for the Project. We understand that the dredging will be carried out by the Authority. Please confirm.	Spill-over Cargo will be the responsibility of Concessionaire.
67.	DCA-7.1(b)	Refinancing of Debt	The concessionaire should be allowed to refinance the existing loan via Bonds along with general purpose inter-corporate debt as well.	This is PPP-mode Project. The Concessionaire is allowed for the Debt as per the provisions of DCA only. Further, Bonds and inter-corporate debt etc. <b>shall not</b> be allowed in any case for Debt.
68.	-	Exclusivity	The DCA does not provide any information about exclusivity period for the project.  We request Authority to provide exclusivity for the project till the project achieves 70% capacity utilization.	The DCA provisions shall prevail.
69.	7.1(ii)	Berthing of Vessels	We understand that the vessels coming for handling of cargo at this project will be accorded priority. Please confirm.	The Calling and Sailing of the Vessels shall be as per the calling/sailing policy of SMP.
70.	-	Lock Gate	We request Authority to provide the data related to the number of operational days of the lock gate in year for the last 5 years from FY2015-16 to FY2019-20	Please refer to the RFQ Pre Bid Response
71.	DCA-7.1 (c) ii	Statutory Clearance	We understand that the Authority will be obtaining all the necessary statutory clearances for the Project. Please confirm. We request Authority to furnish the copies of relevant clearances granted to the project.	Authority would facilitate the Concessionaire in obtaining necessary statutory clearances for the Project.  DCA conditions prevail.
72.	DCA-10.1(a)	Land	We request Authority to specify availability of additional land at the Khidderpore Dock which can be used by the concessionaire for creating	Please refer 7.1 (c) (iii) Additional land, Utilities and Facilities and Clause 9.3 of the DCA.

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
			additional facility for handling and storing of cargo.	The concessionaire can apply for storage space under monthly license at other zones of KPD upon availability. The discretion for such allotments solely rests with SMP.
73.	-	Labour	We understand that the concessionaire will be free to use his own labour for handling of cargo and there is no obligation of concessionaire to use port labour. Please confirm.	DCA conditions prevail.
74.	DCA-11.2	Shareholding lock-in	Flexibility in change of shareholding after commercial operation date (COD) of the project.	DCA conditions prevail.
75.	DCA – 6.5 (a)	Applicable Permits, Approvals & Consent	Provide the existing statutory permissions i.e., Environment Clearance, Consent to Establishment and Consent to Operation for berth No. 2, 4 & 6 and 8, 10 & 12 (very essential and critical requirement for further review)  Provide Existing CRZ map	The berth was earlier handling Container cargo. Further this is brown field project and therefore the Authority does not envisage for environment clearance.  The consent to operate is available for the berth No. 2,4 & 6 and 8, 10 &12.  The site does not come under CRZ.
76.	RFP 2.5.2(a)	Lack of Completeness	Provide Approved types of cargo can be handled and their quantities under the Environmental and CRZ Clearance & Consent to Operation obtained from Authority.	Please refer S.No.76 above.
77.	RFP-2.5.1	Site visit and verification of information	Provide the existing Pollution control measures adopted and Environmental Monitoring practices at site.	The Pollution Control measures for Dust suppression etc. are currently undertaken on case-to-case basis depending upon the cargo type.

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
78.	DCA-7.1 (ii)	Comply with applicable permits	Provide current compliance status of Environmental and CRZ Clearance & Consent to Operation	Please refer S.no. 76 above.
79.	2.8	DCA	The Authority has warranted that the Concessionaire shall have peaceful occupation of the Project Site and Port's Assets and in the event the Concessionaire's peaceful occupation is obstructed by any claims and proceedings, the Authority shall (if called upon by the Concessionaire) defend such claims and proceedings.  The cost of such defence should be exclusively borne by the Authority. However, this Article is not clear on the aspect of bearing of such legal expenses and should be amended to provide that the Authority shall bear the cost of defending such claims and proceedings at its sole cost and expense.	The DCA provisions shall prevail.
			In case of delay in handling over the vacant and peaceful possession of the Project Site, the Construction Phase and Concession Period should be extended by such similar tenure.	
80.	3.1 (b)	DCA	The Condition Precedent of the Authority provides for physical possession of the Project Site and/or the Port's Assets for the purpose of the Project. The physical possession of the Project Site and/or Port's Assets by the Authority shall be peaceful, vacant and free from all Encumbrances.	The project site shall be provided free from all encumbrances by the Authority to the Concessionaire.

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
	6.7 (a) r/w (c)	DCA	Article 6.7 (a) read with Article 8.7 (c); Article 6.7 (a) provides for testing of the Construction Work by the Independent Engineer so as to ensure that the work meets Construction Standards as provided under Appendix 7  Article 6.7 (c) provides that if the test are successful, the Independent Engineer shall issue a Completion Certificate to the Concessionaire and	The DCA provisions shall prevail
81.			the Authority. However, the said Article does not provide for a situation where that tests are not successfully. It is therefore suggested that in the event the tests are not successfully, the Concessionaire should be entitled to access and identify the reason for such failure and remedy/rectify the Construction Works (at its cost and expense) and re-perform the concerned Tests. The Independent Engineer shall also issue a punch list/ issue list within 15 days to identify the failure. If upon such re-test, the Construction works conform to the Construction Standards, the Independent Engineer should issue the Completion Certificate.	
82.	6.8 (c)	DCA	Article 6.8 (c):  Article 6.8 deals with change of scope of the Project, if the Concessionaire receives notice from the Authority for change of scope, the Concessionaire is required to provide (a) details of the adverse impact of such change on the Project; and (b) the estimate of cost to be incurred. It is	The DCA conditions shall prevail

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
			important that in addition to these two considerations, the Authority should also consider the time which may be required to complete the new scope of work.	
			It is therefore suggested that the Concessionaire should also suggest the estimated time of carrying out of such change of scope and the Authority should upfront agree on such timelines and if need be consider an extension of the Concession Period.	
83.	6.9	DCA	Article 6.9 deals with the levy of liquidated damages for delay in achievement of Milestones. The liquidated damages for the failure to achieve the COD should be payable only after the scheduled commercial operation date and not in the interim period.	The DCA provisions shall prevail.
84.	Article 7.1 (a) (xi)	DCA	Article 7.1 (a) (xi) deals with the requirement that Concessionaire shall comply with the requirements of employing the existing personnel/ labour as set out in Appendix 11.  The Concessionaire shall not have the liability to employ the existing labour/personnel	The DCA provisions shall prevail.
85.	Article 7.1 (a) (xiii)	DCA	Article 7.1 (a) (xiii); Article 7.1 (a) (xiii) requires the Concessionaire to defend and indemnify the Authority against any Action by any third party alleging loss, destruction or deterioration of the goods of which charge has been taken by the Concessionaire. In the event	The DCA provisions shall prevail.

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
			the Concessionaire so defends and indemnifies the Authority, it should have ability to compromise or settle such Actions without requiring prior consent of the Authority/ Indemnities so long as such compromise or settlement does not prejudicially affect the Authority, financially or otherwise.	
86.	12.1 (d)	DCA	Article 12.1 (d) provides for indemnification from the Concessionaire. The said Article should also have a reciprocal indemnity from the Authority, indemnifying the Concessionaire from all loss, damages, penalties, liabilities, etc. incurred by the Concessionaire as a result of any (a) breach of Article 2.8 (i.e. Peaceful Occupation); (b) breach/non-compliance of Applicable Permits and applicable laws by the Authority (including the MPT Act).	The DCA provisions shall prevail.
87.	12.3 (c) (iii)	DCA	Article 12.3 (b) (iii) sets out confidentiality obligations on the Parties. However, such obligations should not be applicable to information which was (a) available in public domain prior to the disclosure by a party to another; or (b) already in the knowledge of the receiving party; or (c) obtained from a third party who had no binder of secrecy in relation to such information; or (d) independently developed by a party.  The said Article entities a party to disclose such confidential information to its legal advisors or	The DCA provisions shall prevail.

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
			auditors on a need to know basis. This disclosure should be allowed subject to such persons agreeing to be bound by the same confidentiality obligations applicable to the parties under the Concession Agreement.	
88.	13	DCA	Article 13 Article 13.1 ends abruptly without any conclusion. It should ideally end with "shall not constitute a	The DCA provisions shall prevail.
			change in law". Authority to confirm	The DCA provisions shall prevail.
89.	14.10	DCA	Article 14.10 Article 14.10 provides from termination due to Force Majeure Event.	The DCA provisions shall prevail.
			The tenure of 120 days provided for parties to terminate the Agreement is too less and it should be 180 days.	
90.	15.1 (b)	DCA	Article 15.1 (b) lists out the events of default attributable to the Authority. It is suggested that in addition to the events of default set out in the said Article, any failure, breach or non-compliance of the Authority with the provisions of Applicable Laws and / or Applicable Permits should also be included as one of Authority's events of default.	The DCA provisions shall prevail.
91.	RFP Clause 2.11.2(d)	"Hard copy of the RFP and Concession Agreement formally purchased by the Bidder	Do we have to sign on the original hard copies of the RFP and Concession Agreement formally purchase from you?	The copy of the original purchased by the Bidder shall be submitted as per Clause 2.11.2(d) of the RFP
		including amendments/addenda,	Kindly clarify.	

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
		if any, with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (b) hereinabove."		
92.	RFP Financial Bid	During the pre-bid meeting, it was indicated that the Bid should be submitted as 100% hard copy and no soft copy whatsoever. The financial bid in terms of Rs./MT and Rs./TEU are required to be filled-in in item 30 of Appendix-I as well as Appendix-X: BOQ Format for financial bid	Appendix I Item 30: In case financial bid has to be submitted in hard copy, we understand, the rates per TEU and per MT have to be given in item 30(i) and 30(ii).  However, as Appendix X is in XL format, kindly advise how to submit Price Bid in BOQ format.	Kindly refer Addendum/Corrigendum corresponding to RFP Clause 2.11.4 inter alia Clause 2.10.1, 2.10.2, 2.10.3, 2.10.4, 2.10.5, 2.11.1, 2.11.2, 2.11.3, 2.11.6, 2.11.8, 2.11.9 Appendix-IX & Appendix-X.
93.	RFP Appendix-VI	Integrity Pact	We understand, Appendix-VI Integrity Pact has to be executed in stamp paper. On our behalf it will be signed by our Managing Director who is also the power of attorney holder. Therefore, this documents would be signed by our Managing Director in place of Chief Executive Officer as stipulated in Appendix-VI.  Kindly confirm this will be in order.	Any person, who is authorized by the Power of Attorney duly complied with & submitted as per the provisions of the RFQ, is authorized to issue the relevant documents, as per the RFP.
94.	RFP	Integrity Pact	Since integrity Pact has to be signed by the Concessioning Authority also, should we put our	The Bidder to comply with the provisions of RFP. Further, the Authority will carry on the

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
	Appendix-VI		signature on it and submit the same to you along with the Bid which would be signed by you later on. Kindly confirm.	compliance in due course of time as per the requirement of the Project accordingly.
95.	RFP Appendix-VI	Integrity Pact	We, as Lead Member, will submit the Integrity Pact. Would it be sufficient or should our consortium partner, Vijay Nirman Company Pvt. Ltd. also submit a separate Integrity Pact? Kindly confirm.	The Lead Member shall submit the Integrity Pact.
96.	RFP Appendix- VIII	Undertaking regarding  We assume, this letter of undertaking should be addressed to the Chief Engineer, Syma Prasad		The letter of undertaking should be addressed to: Attn of: Chief Engineer (I/C), Syama Prasad Mookerjee Port, Kolkata Address: 15 Strand Road, Kolkata – 700 001. Email: ce@kolkataporttrust.gov.in  Please refer Addendum/ Corrigendum issued corresponding to Cl.2.11.5 of RFP.
97.	DCA Condition Precedent- Article 3.1 (a) (v) Undertaking to furnish a copy of the Management Contract:		No format for the undertaking is given. Kindly clarify.	The Management Contract would be executed between the Concessionaire and the Contractor and the copy of same should be furnished as part of the Conditions Precedent by the Concessionaire, if applicable.

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
98.	DCA Clause 3.1(a) (viii)(c)	Condition Precedent-	"The applicant is/each of the member of the Consortium is duly organized and validity existing under the laws of the jurisdiction of its incorporation"  Kindly clarify.	The Clause is self-explanatory. The DCA provisions shall prevail.
99.	DCA Clause 3.1(a) (ix)	Condition Precedent-	Furnishing to the Concessioning Authority a legal opinion from the legal counsel of the Concessionaire with respect to the authority of the Concessionaire to enter into this Agreement and the enforceability hereof"  No format is given, Kindly clarify.	It is a legal opinion to be provided from the legal counsel of the Concessionaire. There is no set format.
100.	Article 4.1	Performance Guarantee	a) The validity period of Performance Guarantees is stipulated as follows:  "The Performance Guarantee shall be for a sum of Rs. 4,78,30,000/- (rupees Four Crore Seventy Eight Lakh Thirty Thousand only) for the Phase-I and Rs. 4,30,75,000/- (Rupees Four Crore Thirty Lakhs Seventy Five Thousand only) for the Phase-II"  b) It also stipulates- "The Performance Guarantee furnished under this provision shall be valid until expire of 12 (twelve) month from the Date of Commercial Operations for the Phase-I and the Phase-II respectively."  Kindly clarify the duration for which the Performance Guarantees for Phase-I and Phase-II should be valid.	The Performance Security should be valid 12 months after the construction period for each Phase respectively.

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
101.	DCA Article 14.1	Force Majeure Events	"As used in this Agreement, Force Majeure Event means the occurrence of any of the Non-Political Events, the Political Events or the Other Events in India,"  Would similar Events outside India be also	DCA conditions shall prevail.
			considered for Force Majeure? Kindly clarify.	
102.	DCA Article 15	Events of Default	Clause 15.1(a) (vii): "the Concessionaire fails to achieve Minimum Guaranteed Cargo for a consecutive period of 3 (three) years. Provided, the Concessionaire shall not be deemed to be in default if such non achievement is due to a substantial change in economic policies including the policy regarding import/export of a particular commodity as a result of which the throughput could not be achieved;"  The cargo handled in the port is mainly for import/export. The activities are global and are often covered by various International treaties/trade agreement etc. Any change in political/economic policies in any part of the world can have wide ramification on global cargo movement. In consideration of the above vulnerability of cargo movement, we request you to remove the "Minimum Guaranteed Cargo" Clause.	The DCA provisions shall prevail
103.	GENERAL		No vessel can come into KPD in case of breakdown of the swing bridge causing restriction of vessel movement inside the dock. Under such circumstances, we request you kindly consider	The DCA provisions shall prevail

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
			suitable compensation to mitigate our financial losses.	
104.	GENERAL		Dredging inside the dock, along the KPD jetties and around the lock-gate is the responsibility of the Concessioning Authority. Any loss in cargo volume due to the above operation may suitably be compensated to mitigate our financial losses.	The DCA provisions shall prevail
105.	GENERAL		In Situation when more than one vessels both outside and inside the lock gate are to be berthed in KPD-1 West as well as other areas of KPD, we would request priority berthing facility to be given to KPD-1 West, notwithstanding your future plans in other dock areas as the current Concessionaire is the first Investor in your overall panning of modernization of KPD Docks.	Please refer point No. 70 herein above.  The DCA provisions shall prevail.
106.			History of Quantity and Type of Cargo/ Containers Handled in the relevant Berths when the same had been functional	Please refer to the Feasibility Report for the same.
107.			History of Revenue Earned in the relevant Berth when the same had been Functional	The past Cargo handling is provided in the DFR. The revenue figures are commensurate with the same.
108.			Tax Leave, if any, available for such Infrastructural Project.	DCA conditions prevail.
109.	Article 1.1	Definition	"Project Capacity" means the capacity of the Project Facilities and Services to handle 3.0 MMTPA in the Phase 1 and 3.5 MMTPA in the Phase II of Containerized, Bulk & Break Bulk Cargo per annum.	Kindly refer Addendum/Corrigendum corresponding to DCA Article 1.1

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
			The annual capacity of handling TEUs is not mentioned in the definition of "Project Capacity". Kindly confirm the same.	
110.	Article 3.2	Condition Precedent	The aforesaid Conditions Precedent shall be complied with within 180 (one hundred eighty) Days of the date of the Agreement. Each Party shall promptly inform the other Party in writing when the Conditions Precedent for which it is responsible have been satisfied. The authority should give 270 days for achieving the CPs mentioned in Appendix 8	DCA conditions prevail
111.	Article 6.7 (e)	Project Implementation-Issue of Completion Certificate- Compensated by Concessionaire	Concessionaire failing to complete construction works on account of force majeure or reasons attributable to Concessioning Authority. The Authority can reduce the scope of work and requires the Concessionaire to pay 80% of the sum saved on such reduction. Reduction in scope of work due to Concessioning Authority default shall not result in compensation to be borne by Concessionaire. Hence we request you to delete the provisions relating to payment on account of sum saved on reduction of scope of work.	DCA conditions prevail
112.	Article 6.9	Liquidated Damages	Article 6.9 deals with the levy of the liquidated damages for the delay in the achievement of the Milestones. In relation to the achievement of COD, if the Concessionaire fails to achieve any relevant Milestones but achieves the COD within the overall timeframe, then liquidated damages should be applicable. Further the liquidated	DCA conditions prevail

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
			damages for the failure to achieve the COD should be payable only after the scheduled commercial operation date.	
113.	Article 9.1 (a)	License Fee	The amount of License fee is not mentioned in this Article, however in Sl. No 9.3.4 the Feasibility Report the License fee for the area proposed to be allotted in each Phase wise is mentioned. Kindly confirm the Licensee fee which Concessionaire is obliged to pay.	Kindly refer Addendum/Corrigendum corresponding to DCA Article 9 (Sl. No 30 of Addendum)
114.	Article 9.1 (b)	License Fee	This is to further indicate that the escalation percentage (%) of the License fee is also not mentioned. The rate of License Fee has to be fixed upfront along with the fixed rate of yearly escalation for the same.	Kindly refer Addendum/Corrigendum corresponding to DCA Article 9 (Sl. No 31 of Addendum)
115.	Article 9.1 (d)	License Fee	The amount of Security Deposit also to be mentioned in the Concession Agreement.	Kindly refer Addendum/Corrigendum corresponding to DCA Article 9 (SI. No 32 of Addendum)
116.	Article 9.3	Payments to the Concessioning Authority	Utilities or services charges payable to Concessioning Authority is requested to be at par with prevailing scale of rates as notified by TAMP for Kolkata Dock System (KDS) and should not be charged at 1.20 time.	The DCA provisions shall prevail.

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
117.	Appendix-8 Permits And Clearances Procured By the Concessionaire/ Concessioning Authority		Kindly confirm that who will obtain the Consent to Establish and Consent to Operate for the proposed project in Phase wise.	Consent to Operate is already available with the Port.
118.	Appendix-12 Minimum Guaranteed Cargo		It is understood that MGC will be calculated and considered on tonnage basis. Hence, the basis of calculation of tonnage for per TEUs to be mentioned clearly at Appendix-12	Please refer S.No.13 above.
119.	Appendix-15	Performance Standards	The berth allowance of 4 hours shall be subtracted from the total hours instead of 2 hours to calculate the gross berth output on quarterly basis.	The DCA provisions shall prevail.
120.	Appendix-15	Performance Standards	The indicative norms for Gross Berth Output for Containerized cargo for Mail line Vessels and Feeder Vessels shall be 15 moves per hours instead of 20 moves per hours.  We understand that it is difficult to achieve 20 moves per hour.	DCA conditions prevail.
121.	DCA Article 9.1		The Concessionaire will have to pay to the Concessioning Authority Royalty for both Container and Bulk Cargo in terms of Clause 9.2 Article 9 of DCA. Also the Concessionaire shall have to invest considerable amount of money in developing the back-up area as well as for procurement of cargo handling equipment as detailed in Appendix 4 of DCA. Therefore, Licence Fee in term of Clause 9.1 of DCA for use of project site and equipment should not be	The DCA provisions shall prevail.

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
			payable by the Concessionaire to the Concessioning Authority. Kindly confirm.	
	DFR 9.3.4		Indicates that Shed 4 and 6 in Phase I and 8 and 10 in Phase II would be demolished for creating stackyard.	Please refer S.No. 56 above.
122.			We suggest not to break the above mentioned godowns now. It should be left to the Concessionaire to decide the timing for demolishing the godowns as and when need for the same arises based on actual cargo mix being handled. Kindly confirm.	

"Rejuvenation of Khidderpore Docks (KPD-1 WEST) through PPP mode on Design, Build, Finance, Operate and Transfer (DBFOT) Basis at Syama Prasad Mookerjee Port, Kolkata"

RFP/ DCA: Addendum/Corrigendum

SI. No.	Clause details	Page No.	As Specified in the document		To be Read as
1.	RFP Contents IX	3	e-Tendering Details		Deleted
2.	RFP Contents X	3	Price Bid Format		Deleted
3.	RFP Clause 2.1.19	19	Mr. Bulbul Sen, IRS (Retd.), B-104 Naintara Aptts., Block – 8B, Sec 7, Dwarka, New Delhi - 110075 Email:psensarkar@gmail.com	B-104 Block Dwar New I	Bulbul Sen, IRS (Retd.), 4 Naintara Aptts., 5 – 8B, Sec 7, ka, Delhi - 110075 I:bsensarkar@gmail.com
4.	RFP Clause 2.7.1	23	IX e-Tendering Details X Price Bid Format	Delet	ed
5.	RFP Clause 2.10.1	24	The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects and which are submitted on the e-procurement portal on or prior to the Bid Due Date. Incomplete and /or conditional Bids or not submitted online on e-procurement portal shall be rejected.	this R	Bidder shall provide all the information sought under RFP. The Authority will evaluate only those Bids that eceived in the required formats and complete in all ects.
6.	RFP Clause 2.10.2	24	The Bidders shall submit both the Technical Bid as well as the Financial Bid, along with all the annexures thereto, on the e-Procurement Portal. Each page of the Bid shall bear the digital signature of the Bidder. The Bidders shall sign their Bids using Class II or Class III - Digital Signature Certificates (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Government. of India and which can be traced up to the chain of trust to the Root Certificate of CCA, upon uploading the soft copy of the Technical Bid to the e-Procurement Portal. In case of the Bidder being a Consortium, the Lead Member shall sign each page of the Bid using Class II or Class III DSC only. Bidders shall note that the very act of using DSC for downloading the tender document and thereafter uploading their Bids shall be deemed to be a confirmation that they have read all sections and pages of the Bidding Documents without any exception and have understood the complete Bidding Documents and are clear about the requirements herein.  While submitting the Bids online, the Bidder shall read the terms & conditions of the e-Procurement Portal and accepts the same in order to proceed further to submit their Bid.  Bidders must get ready in advance the bid documents to be submitted as indicated in this RFP in PDF/xls/rar/zip/dwf formats.	ink ar who s printe initiall other	Bid and its copy shall be typed or written in indelible and signed by the authorised signatory of the Bidder shall also initial each page, in blue ink. In case of and published documents, only the cover shall be led. All the alterations, omissions, additions or any amendments made to the Bid shall be initialled by erson(s) signing the Bid.

7.			After the hid submission /i.e. ofter Clicking "Freeze		
/.			After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the Bidders shall		
	RFP Clause	25	take print out of system generated		Deleted
	2.10.3		acknowledgement number and keep it as a record		Bolotou
			of evidence for online submission of Bid.		
	RFP Clause	25	The Bidders shall also be required to submit a hard		
	2.10.4		copy of the Technical Bid in accordance with the		
			terms specified in this RFP. The hard copy of the		
			Technical Bid shall be typed and signed in indelible		
			blue ink by the authorized signatory of the Bidder		
			who shall initial every page. All the alterations,		
			omissions, additions or any other amendments		
			made to the Bid shall be initialed by the person(s)		Deleted
			signing the Bid. In case of printed and published		
			documents, only the cover shall be initialed . The		
			Bid shall contain page numbers and shall be bound		
			together in a manner that does not allow		
			replacement of any page. For avoidance of doubt,		
			no hard copy of Financial Bid shall be submitted		
			along with Technical Bid.		
			Financial Bid shall be submitted online as per the		
			format given in Appendix-IB, Bidders shall		Deleted
			download the Bill of Quantity (BOQ), in xls format and save it without changing the name of the file.		Deleted
			Bidder shall quote their rates in figures only in the		
8.	RFP Clause		green background cells, thereafter save and		
0.	2.10.5		upload the file along with the submission of the		
			Financial Bid only. The Bidders are cautioned that		
			while uploading of the Financial Bid, Macros in .xls		
			must be enabled to see the word representation of		
			figures.		
			The Bidder shall submit the Technical Bid, both	The B	idder shall submit the Bid in the format specified at
	RFP Clause		online as well as in physical hard copy. The		ndix-I, and seal it in an envelope and mark the
9.	2.11.1	25	Financial Bid shall be submitted online only. There	envel	ope as "BID".
	2		shall be no physical hard copy submission of the		
			Financial Bid under any circumstance.		
	RFP Clause	0-	The Technical Bid shall comprise of the following		ocuments accompanying the Bid shall be placed in
10.	2.11.2	25	documents along with supporting documents as		arate envelope and marked as "Enclosures of the
			appropriate: The documents shall include:		The documents shall include:
			The Technical Bid shall be submitted online and		e copy of the documents accompanying the Bid, as fied in Clause 2.11.2 above, shall be bound
			uploaded on the e-Procurement Portal. The Bidder shall also provide one physical hard copy of the		ner in hard cover and the pages shall be numbered
			Technical Bid in accordance with the terms		ly. Each page thereof shall be initialled in blue ink
			provided in this RFP. For the online submission,		e authorised signatory of the Bidder. This copy of
			each page of the Technical Bid, including the		ocuments shall be placed in a separate envelope
	RFP Clause		annexures thereto, shall bear the digital signature		narked "Copy of Documents".
11.	2.11.3	26	of the Bidder. The Bidders are required to sign their	and II	and Jopy of Boodinonto .
			Bids using Class III - Digital Certificates at the time		
			of uploading the soft copy of the Technical Bid. In		
			case of a Consortium, the digital signature of the		
			Lead Member shall be affixed to every page of the		
			Technical Bid and all annexures thereof. The		
			scanned copy of documents, mentioned above in		
			Technical Bid and all annexures thereof. The		

			Clause 2.11.2, comprising of the Technical Bid	
			shall be uploaded online in proper resolution.	
12.	RFP Clause 2.11.4	26	The hard copy of the Technical Bid consisting of the documents listed at Clause 2.11.2 shall be placed in an envelope bearing "Bid for the Rejuvenation of Khidderpore Docks (KPD-I WEST) through PPP mode on Design, Build, Finance, Operate and Transfer ("DBFOT") basis at Syama Prasad Mookerjee Port, Kolkata" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelop.	The three envelopes specified in Clauses 2.11.1, 2.11.2 and 2.11.3 shall be placed in an outer envelope, which shall be sealed. Each of the four envelopes shall clearly bear the following identification:  "Bid for the Rejuvenation of Khidderpore Docks (KPD-IWEST) through PPP mode on Design, Build, Finance, Operate and Transfer ("DBFOT") basis at Kolkata Port Trust" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.
13.	RFP Clause 2.11.5	26	ATTN. OF: Mr. A K Jain	ATTN. OF: Mr. Gautam Mondal, Chief Engineer (I/C) Syamaprasad Mookerjee Port, Kolkata  Address: 15 Strand Road, Kolkata-700 001  Email address: ce@kolkataporttrust.gov.in
14.	RFP Clause 2.11.6	26	The Financial Bid shall be submitted online only on the e-Procurement Portal. The Financial Bid shall not be submitted physically in hard copy. Any submission of Financial Bid in hard copy shall lead to the Bid being rejected in its entirety and declared as non-responsive. Each page of the Financial Bid shall bear the digital signature of the Bidder. The Bidders are required to sign their Bids using Class II or Class III DSC only. In case of a Consortium, the digital signature of the Lead Member shall be affixed to every page of the Financial Bid.	Deleted
15.	RFP Clause 2.11.7	26	<b>2.11.7 If</b> the envelope containing the hard copy of the Technical Bid is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Technical Bid submitted and consequent losses, if any, suffered by the Bidder.	<b>2.11.6 If</b> the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
16.	RFP Clause 2.11.8	26	In the event of any discrepancy between the soft copy/scanned copy of the Technical Bid uploaded to the e-Procurement Portal and the hard copy of the Technical Bid, the soft copy/scanned copy will prevail.	Deleted
17.	RFP Clause 2.11.9	27	<b>2.11.9</b> Bids submitted by fax, telex, telegram or email shall not be entertained and shall be rejected.	<b>2.11.7</b> Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
18.	RFP Clause 2.15.1	27	The Bidder may substitute or withdraw its Bid after submission at any time prior to the specified time on the Bid Due Date. No Bid will be substituted or withdrawn by the Bidder on or after the specified time on the Bid Due Date.	The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be

					ed, substituted or withdrawn by the Bidder on or he Bid Due Date.	
19.	RFP Clause 2.15.2	27	The Bidder may substitute or withdraw the Bid by uploading a scanned copy of a letter addressed to the person mentioned in Clause 2.11.5. The Bidder should also deliver the original substitution or withdrawal letter/notice to the Authority to substitute or withdraw the hard copy of the Technical Bid submitted to the Authority.		Deleted	
20.	RFP Clause 2.15.3	27	2.15.3 The hard copy of the substitution or withdrawal notice will be prepared, sealed, marked, and delivered in accordance with Clauses 2.10 and 2.11, with the envelopes being additionally marked "SUBSTITUTION" or "WITHDRAWAL", as appropriate.	2.15.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.		
21.	RFP Clause		(the same was not there)	2.15.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.		
22.	<b>RFP Clause</b> 2.15.4	28	If the Authority receives a substitution notice from a Bidder before the specified time on the Bid Due Date, then the Bidder will be allowed to substitute its original Bid, and the hard copy of the original Technical Bid will be returned unopened after bid opening date.	If the Authority receives a substitution notice from a Bidder before the specified time on the Bid Due Date, then the Bidder will be allowed to substitute its original Bid, and the hard copy of the original Bid will be returned unopened after bid opening date.		
23.	<b>RFP Clause</b> 2.15.5	28	If the Authority receives a withdrawal notice before the specified time on the Bid Due Date, then the Authority will return the hard copy of the Technical Bid to such Bidder unopened after bid opening date.	If the Authority receives a withdrawal notice before the specified time on the Bid Due Date, then the Authorical will return the hard copy of the Bid to such Bidde unopened after bid opening date.		
24.	RFP Clause 2.20.2		Bid Security can also be in the form of a demand draft/ issued by a Scheduled Bank in India, drawn in favour of the payable at (the "Demand Draft"). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.	Bid Security can also be in the form of a demand draft/issued by a Scheduled Bank in India, drawn in favour of the Chief Commented [SS1]: It can be FA&CAO Kolkata payable at Kolkata (the "Demand Draft"). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.		
25.	RFP Clause 3.5. Bid Parameter	33	<b>3.4.1</b> The Bid shall comprise Royalty, to be quoted by the Bidder in accordance with the provisions of the Concession Agreement. The Bidder who's offer of Royalty amounts to the highest Aggregate Royalty shall ordinarily be the Selected Bidder.	Please read as  CI. 3.5.1, RFP: The Bid shall comprise Royalty, to be quoted by the Bidder in accordance with the provisions of the Concession Agreement. The Bidder who's offer of Royalty amounts to the highes Aggregate Royalty shall ordinarily be the Selected Bidder.		
26.	RFP APPENDIX – VI PROFORMA OF PRE- CONTRACT	59	Mr. Bulbul Sen, IRS (Retd.), B-104 Naintara Aptts., Block – 8B, Sec 7, Dwarka, New Delhi - 110075 Email: psensarkar@gmail.com	B-104 Block Dwark New D	ulbul Sen, IRS (Retd.), Naintara Aptts., – 8B, Sec 7, (a, Delhi - 110075 bsensarkar@gmail.com	

	INTEGRITY				
	PACT				
	Clause 8.1				
	RFP		APPENDIX-IX		
	APPENDIX-IX		e-Tendering Details		
27.					Deleted
			(Bidder kindly refer the APPENDIX-IX given here		Dolotou
			in below at the end of this Addendum/		
			Corrigendum)		
	RFP		APPENDIX-X		
			AFFLINDIA-A		
	APPENDIX-X				
			BOQ Format For financial Bid		
			Financial bid should strictly quoted online		
28.			only.		Deleted
			•		
			(Bidder kindly refer the APPENDIX-X given here		
			in below at the end of this Addendum/		
			Corrigendum)		
29.	DCA		"Project Capacity" means the capacity of the		ect Capacity" means the capacity of the Project
	Article 1.1		Project Facilities and Services to handle 3.0	Facilit	ties and Services to handle <b>3.0 lakh Tonnes per</b>
			MMTPA in the Phase I and 3.5 MMTPA in the	annu	m of Bulk & Break Bulk Cargo & 1.65 lakh TEUs
			Phase II of Containerized, Bulk & Break Bulk		ntainer Cargo per annum in the Phase I and 3.5
			Cargo per annum.		tonnes per annum of Bulk & Break Bulk Cargo
			Cargo per armum.		5 lakh TEUs of Container Cargo per annum in
				1	<b>U</b> .
					Phase II. For avoidance of doubt, the cumulative
				Proje	ct Capacity including both Phase I and Phase II is
				6.5 la	kh Tonnes per annum of Bulk & Break Bulk Cargo
				and 3	.30 lakh TEUs of Container Cargo per annum.
					<b>5</b> 1
30.	DCA-9.1 (a)		License Fee	Licen	se Fee
50.	DOA-3.1 (a)				
			The Concessionaire shall, as consideration for the		Concessionaire shall, as consideration for the
			use, in its capacity as a bare licensee of the Project	use, i	n its capacity as a bare licensee of the Project
			Site and the equipment comprised in the Port's	Site	and the equipment comprised in the Port's
			Assets, made available in accordance with Article		ts, made available in accordance with Article
			2.4 pay to the Concessioning Authority the sum		ay to the Concessioning Authority License Fee
			of Rs [•] (Rupees [•] Only) for Phase I and Rs		d on the rates applicable as at present, valid
			[•] (Rupees [•] Only) per annum (the "License	upto	06 April 2021 under the clause 9.1(a) & 9.1(b).
			Fee") plus applicable GST. Such amount shall be		
			paid by the Concessionaire every year in 12 equal	Since	e, Tariff Authority for Major Port Notification No.
			monthly installments). For the avoidance of doubt,		
			the Concessionaire shall pay License Fee for		o. 224, New Delhi, 31 May 2017 is applicable up
			Phase II from 5th (fifth) anniversary of the Date of		April 2021, the revised rates are awaited. In
					revised rates are published before the Bid Due
			Commercial Operation of Phase I. The monthly	Date	as per Clause 1.3 (Schedule of Bidding
			installment of License Fee along with applicable	Proce	ess) of the RFP, in such a condition, an
			GST shall be payable latest by 15th day of the		ndum will be issued by SMP considering
			month.		
		1			cient time to make necessary changes/updating
		1		for th	e bid submission by the bidders.
				The a	mount of License fee & the security deposit will
					Iculated at the time of actual type & area of land
		1			ed over to the Concessionaire.
		1			
					applicable as at present, valid upto 06 April
				2021	under the clause 9.1(a) & 9.1(b) are given
					inder in Note-
		L		1.3.30	

			Note:  a) The license fee for space allocated at yard is Rs. 70.512 per sqm per month and b) license fees for space allocated at covered shed is Rs.126.088 per sqm per month. Ph-1: Total area – 73,578 m2. Out of this Shed no. 2 to be retained,& License fee as mentioned in Note b) above, for covered sheds as on date, to be escalated at 2% for 4 years to consider.  Ph-2: Total area – 60,701 m2. Since area is going to be allocated in 2028-29, escalation @2% for 12 years to consider, to arrive at License Fee, at the time of handing over. For Shed no.12 as proposed to be retained, LF as mentioned in Note b) above, for covered sheds as on date, to be escalated at 2% for 12 years to consider.
31.	DCA-9.1 (b)	 "The amount of License Fee indicated above shall be escalated by%# every year on {Date}## The said escalation by% every year on [Date] shall be computed from the immediate previous year."	As per TAMP notification No. G no. 224, dtd 31st May 2017, the amount of License Fee indicated above shall be escalated by 2.5% every year on 07 April. The said escalation by 2.5% every year which shall be computed from the immediate previous year."  Once the new Schedule of Rent will arrive for the Lease Rent, the above would be valid.
32.	DCA - 9.1 (d)	 The amount of Security Deposit also to be mentioned in the Concession Agreement	May please refer DCA-Article 9.1(d), & SI. No. 30, 31 of this Addendum/Corrigendum reg. License Fee
33.	DCA Appendix 14	 Appendix 14	(Bidder kindly refer the Appendix 14 given here in below at the end of this Addendum/Corrigendum)
34.	DCA - Article 7.1 (a) Obligations of the Concessionaire (i) Berth and Terminal Operations (c)	carry out maintenance of the dredged draft alongside the berth at draft 8.5 m, if any that may be required to ensure the draft to be maintained at the levels agreed under this Agreement, with minimum inconvenience to or dislocation of the Project Facilities & Services.	Deleted.
35.	APPENDIX-IX of RFP Document	e-Tendering Details	Deleted.

#### APPENDIX 14

#### MINIMUM GUARANTEED CARGO:

The Minimum Guaranteed Cargo (MGT) considered for the Project is as follows:

Period from the date of commencement of Commercial operation (year)	MGT for Bulk and Break Bulk Cargo (metric tonnes per annum)	MGT for Container Cargo (TEUs per annum)
1	240000	83232
2	240000	84897
3	240000	86594
4	240000	88326
5	240000	90093
6	240000	91895
7	240000	93733
8	520000	192076
9	520000	196878
10	520000	202784
11	520000	208868
12	520000	215656
13	520000	223204
14	520000	231575
15	520000	240262
16	520000	249276
17	520000	258630
18	520000	264000
19	520000	264000
20	520000	264000
21	520000	264000
22	520000	264000
23	520000	264000
24	520000	264000
25	520000	264000
26	520000	264000
27	520000	264000
28	520000	264000

#### **APPENDIX-X**

#### **BOQ Format For financial Bid**

Financial bid should strictly quoted online only.

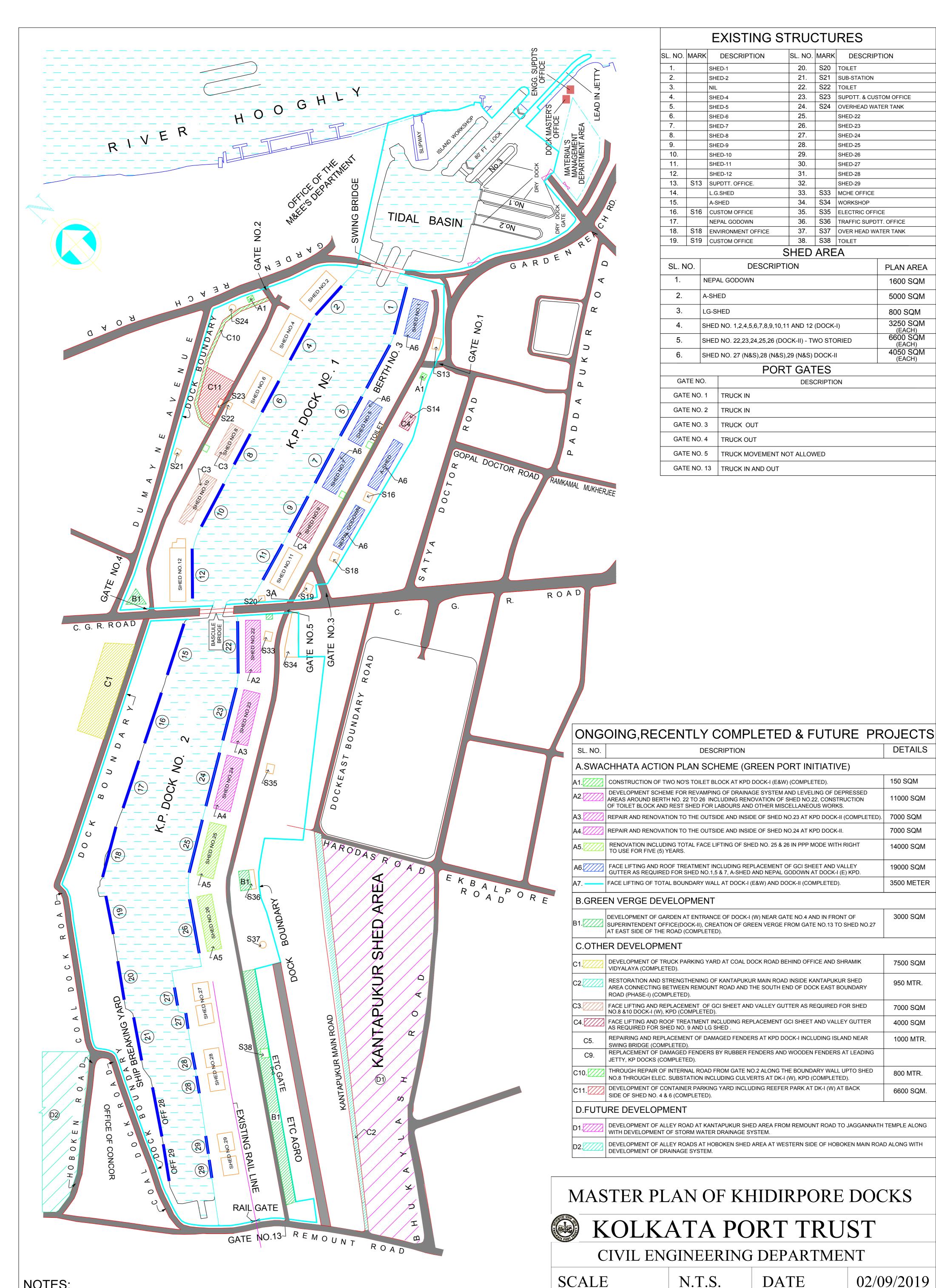
Tender Inviting Authority: Chief Engineer, Syama Prasad Mookerjee Port, Kolkata

Name of Work: "Rejuvenation of Khidderpore Docks (KPD-1 WEST) through PPP mode on Design, Build, Finance, Operate and Transfer (DBFOT) Basis at Syama Prasad Mookerjee

Port, Kolkata	, i manos, oporato ana Transisi (obi o i) basis at oyama i rasaa mosterjes				
e-TCN No-	Date:				
Bidder					
Name :					
PRICE SCHE	<u>DULE</u>				
(This BOQ template must not be modified/replaced by the bidder and the same should					
be uploaded after filling the relevant columns, else the bidder is liable to be rejected					
E = 4 4 1 2 4 4 4	undere Dialateur aus allacce d'Ar autautha Dialateu Nausa au d'Valore aude V				

for this tender. Bidders are allowed to enter the Bidder Name and Values only ) Total figure entered by bidder will be treated as Royalty Per MT & TEU.

NUMBER #	TEXT #	TEXT#	NUMBER#	NUMBER #	TEXT #
SI. N.	Item description	Units	Rate per MT/ TEU (in Figure)		Gross Rate per MT/ TEU In Words
1	2	3	4	5	6
1.00	Per MT of Bulk Cargo Handled per Month) for the bulk cargo, to be handled at the Project Facility. With the Authority from COD of Phase 0 in accordance with the terms of the Draft Concession Agreement	Per MT Cargo		0.00	
2.00	Per TEU of Container Cargo Handled per Month) for the container cargo to be handled at the Project Facility With the Authority from COD of Phase 0 in accordance with the terms of the Draft Concession Agreement	Per TEU Contain er			
Total in Figures				0.00	
Quoted Rate in Words					



**PLAN AREA** 

1600 SQM

5000 SQM

800 SQM

3250 SQM (EACH) 6600 SQM

(EACH) 4050 SQM (EACH)

**DETAILS** 

150 SQM

11000 SQM

7000 SQM

7000 SQM

14000 SQM

19000 SQM

**3500 METER** 

3000 SQM

7500 SQM

950 MTR.

7000 SQM

4000 SQM

1000 MTR.

800 MTR.

6600 SQM.

02/09/2019

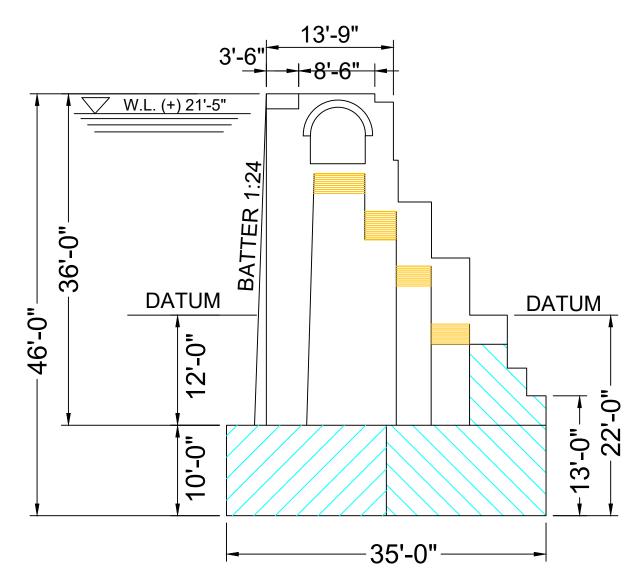
REV. NO.

45

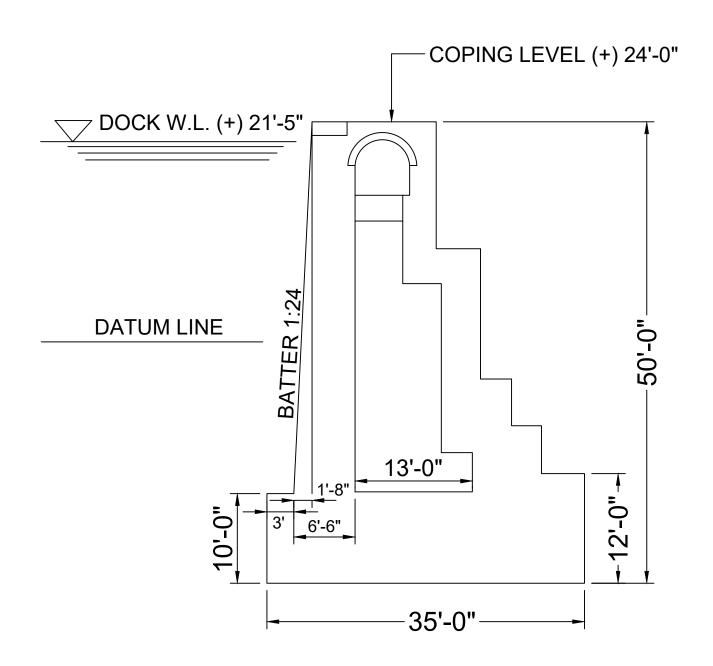
SKETCH NO.

Sh-1

NOTES: EXISTING BUILDING/STRUCTURES.



SECTION OF DOCK WALL KIDDERPORE DOCK



SECTION OF TIDAL BASIN WALL KIDDERPORE DOCK