

CORRIGENDUM IV

NAME OF THE WORK: E-tendering for **SELECTION OF Consultant**

FOR

“PREPARATION OF TECHNO ECONOMIC FEASIBILITY REPORT FOR COMPREHENSIVE EVACUATION STRATEGY IN RESPECT OF CARGO TRAFFIC FOR DIRECT CONNECTIVITY OF KOLKATA DOCK SYSTEM AT KOLKATA TO NATIONAL HIGHWAY ALONGWITH IMPROVEMENT/BETTERMENT OF EVACUATION INFRASTRUCTURE”.

NIT NO. SMPK/KDS/CIV/T/2665/24

Dt. 17.03.2022

Reference to subject tender, please find the followings vide this **CORRIGENDUM-IV** :

- 1) Authority’s Reply to query of bidders
- 2) Annexure- A for some modification of tender clauses.

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

**Superintending Engineer (Contract Cell)
For Chief Engineer
Syama Prasad Mookerjee Port, Kolkata**

Annexure-A

Ref . no.	In place of	To be read as
Clause -2.2.1,sub point -a Page-11	For satisfying the Conditions of Eligibility and for evaluating the Proposal under this contract, advisory/ consultancy assignments granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authority, public sector entity in respect of providing consultancy project of Techno-Commercial Feasibility study / Feasibility Study / DPR for development of flyover/ Major Bridge/ Viaduct or tunneling or both, in last 5 years shall be deemed as eligible assignments (the "Eligible Assignments").	For satisfying the Conditions of Eligibility and for evaluating the Proposal under this contract, advisory/ consultancy assignments granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authority, public sector entity in respect of providing consultancy project of Techno-Commercial Feasibility study / Feasibility Study / DPR for development of flyover/ Major Bridge/ Viaduct or tunneling or both, in last 7 years shall be deemed as eligible assignments (the "Eligible Assignments").
Clause 2.2.2 Minimum Qualification Criteria Sl.no. 3 Sl.no. 2 Page no. 11	Applicants should have experience of at least 5 (five) Eligible Assignments in the last 5 years . Applicants should have a minimum Turnover of Rs. 100 Crore (One Hundred crore) p/a during each of the last 3(three) Financial Years from Indian Consultancy services .	Applicants should have experience of at least 5 (five) Eligible Assignments in the last 7 years . Applicants should have a minimum Turnover of Rs. 100 Crore (One Hundred crore) p/a during each of the last 3 (three) Financial Years from Indian /International Consultancy services .
Clause No.2.2.3 (3) - Eligible Experience of Transport Economist Page-12	Transport Economist- Eligible Experience: Should have at least 7 years of experience in undertaking economic analysis of transportation projects. Should have undertaken HDM4 analysis in at least 03 international projects .	Transport Economist- Eligible Experience: Should have at least 7 years of experience in undertaking economic analysis of transportation projects. Should have undertaken HDM4 analysis in at least 03 international projects/national projects .
Clause 2.25 Page-25	SUBSTITUTION OF KEY PERSONNEL The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.	SUBSTITUTION OF KEY PERSONNEL The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 10% (ten percent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 30% (thirty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.
Clause-2.26 Page-28	Indemnity The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding 3 (three) times the value of the Agreement , for any direct loss or damage that is caused due to any deficiency in Services.	Indemnity The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding 1 (one) time the value of the Agreement , for any direct loss or damage that is caused due to any deficiency in Services.
3.2.5.1.1 Relevant experience of the Bidder, sub clause 1b sub clause 1c Page-28	The bidder should have worked on at least One (1) DPRs*on development of Major Bridge (Cable stayed/ Extradosed Bridge) of length more than 4km in last 5 years . The bidder should have worked on at least one DPR on Twin tube tunneling project*with length more than 4 km category in last 5 years .	The bidder should have worked on at least One (1) DPRs*on Techno-Commercial Feasibility Study/ Feasibility Study / development of Major Bridge (Cable stayed/ Extradosed Bridge) of length more than 4km in last 7 years . The bidder should have worked on at least one DPR on Twin tube tunneling project*with length more than 4 km category in last 10 years

<p>Clause 3.2.5.1.2, Relevant experience of Key Personnel Team Leader</p> <p>Transport Economist</p> <p>Geotechnical Expert</p> <p>Page ;28-30</p>	<p>Scoring :</p> <p>Experience More than 30 years-7.5 marks More than 15 assignments- 7.5 marks</p> <p>Scoring: Between 6-8 assignments – 4 marks</p> <p>Educational Background & Experience: Should have at least 7 years of experience in managing consultancy assignments in Transportation sector (5 Marks).</p> <p>Educational Background &Experience: Graduate in Civil Engineering with post-graduation in Soil Mechanics.</p>	<p>Scoring :</p> <p>Experience More than 25 years-7.5 marks Assignments- More than 10 assignments- 7.5 marks</p> <p>Scoring: 5 assignments – 4 marks</p> <p>Educational Background &Experience: Should have at least 5 years of experience in managing consultancy assignments in Transportation sector (5 Marks)</p> <p>Educational Background &Experience: Graduate in Civil Engineering with post-graduation in Soil Mechanics /any relevant field.</p>
<p>SCHEDULE-1: SCOPE OF SERVICES / TERMS OF REFERENCE</p> <p>Clause 1.4, Time table with deliverables, Sl. no. 4). Page-41</p>	<p>Submission of Final Techno Economic Feasibility Report</p> <p>(Timeline from the date of placement of work order) 6 Months</p>	<p>Submission of Final Techno Economic Feasibility Report</p> <p>(Timeline from the date of placement of work order) 9 Months</p>
<p>Data sheet</p> <p>Page-48</p>	<p>Due Date time for Submission of Proposal (Proposal Due Date -PDD) - 25-05-2022 15.00 hrs.</p>	<p>Pl. Refer Corrigendum-III dt. 25.05.22</p> <p>Due Date time for Submission of Proposal (Proposal Due Date -PDD) - 06-06-2022 15.00 hrs.</p>

Response of Authority to Bidders' Queries

“PREPARATION OF TECHNO ECONOMIC FEASIBILITY REPORT FOR COMPREHENSIVE EVACUATION STRATEGY IN RESPECT OF CARGO TRAFFIC FOR DIRECT CONNECTIVITY OF KOLKATA DOCK SYSTEM AT KOLKATA TO NATIONAL HIGHWAY ALONG WITH IMPROVEMENT/BETTERMENT OF EVACUATION INFRASTRUCTURE”

Tender Notice No.: SMPK/KDS/CIV/T/2665/24 Dt. 17.03.2022

Sl. No.	Clause No. in Tender document	Clause Description as given in Tender document	Queries of Bidders	Response of Authority (SMPK)
1.	<u>2.1.4</u>	<p><u>2.1.4: Key Personnel (Page 10)</u> 3. Transport Economist – As a Transport economist, the person will be responsible for Traffic assignment, Traffic projection, Economic analysis. In this role the person will be required to evaluate the demand assessment.</p>	<p>With respect to (a) detailed description of responsibility of Transport Economist, (b) work experience, and (c) scope of work for option analysis (given in Schedule 1), we request you to include two additional positions as</p> <p style="padding-left: 40px;">(i) Transport Demand Modelling cum Traffic Expert</p> <p style="padding-left: 40px;">(ii) Highway Design Expert</p> <p>A Transport Demand Modelling cum Traffic Expert will be better suited to execute the task of Traffic Assignment which will include modelling of route choice across the present and future road network. Expert will also be suitable to carry out the Traffic Projection by analysing the base year traffic survey data and studying the future developments / evolutionary growth across catchment area of SMPK.</p> <p>Similarly, a Highway Design expert will be more suitable for determining the junction improvement requirements and fixing the alignment plan and profile.</p> <p>Also, request you to reduce length of professional experience for Transport Economist to 10 years.</p> <p>Request for amendment: We request you to add these profiles and amend as below:</p> <p><u>Amendment to Clause 2.1.4</u> 3. Transport Economist - As a Transport economist, the person will be responsible for economic analysis.</p> <p>10. Transport demand modelling cum traffic</p>	Tender condition prevails

Sl. No.	Clause No. in Tender document	Clause Description as given in Tender document	Queries of Bidders				Response of Authority (SMPK)						
	<u>-2.2.3</u>	<p><u>2.2.3: Key Personnel & Experience requirements (Page -11)</u> <i>Minimum Qualification:</i> Master in Transport Planning <i>Length of Professional Experience:</i> Minimum of 15 years of experience across the areas of Traffic assignment, Traffic projection, Economic analysis. <i>Eligible Experience:</i> - Should have at least 7 years of experience in undertaking economic analysis of transportation projects. - Should have undertaken HDM4 analysis in at least 03 international projects. - Should have experience of working with multilateral banks in transport sector.</p>	<p>expert – As a Transport Demand modelling cum Traffic Expert, the person will be responsible for traffic assignment, traffic projection and preparation of traffic circulation plan.</p> <p>11. Highway Design Expert - As a Highway Design expert, the person will be responsible for preparation of strip plan, alignment plan and profile and design of horizontal and vertical alignment of the proposed tunnel.</p> <p><u>Amendment to Clause 2.2.3</u> 3. Transport Economist: Length of Professional Experience - Minimum of 10 years of experience across the areas of Economic analysis in transport sector.</p> <p>10. Transport demand modelling cum traffic expert: Minimum qualification- Masters in Transportation Engineering/ Planning or equivalent Length of professional experience- Minimum of 15 years of Experience in transport sector. Experience of eligible experience- Should have at least 7 years’ experience in transportation demand modelling.</p> <p>11. Highway Design expert: Minimum qualification- Masters in Transportation Engineering or equivalent Length of professional experience- Minimum of 15 years of Experience. Experience of eligible experience- Should have at least 7 years’ experience in road and highway design.</p>										
	<u>3.2.5.1.2</u>	<p><u>3.2.5.1.2 Relevant experience of Key Personnel (Page-29)</u> <i>Position:</i> Transport Economist <i>Educational Background & Experience:</i> Master in Transport Planning / Economics/ Statistics - Minimum of 15 years of experience across the areas of Traffic assignment, Traffic projection, Economic analysis. (5 Marks)</p>	<p><u>Amendment to Clause 3.2.5.1.2</u></p> <table border="1" data-bbox="856 1240 1360 1360"> <tr> <td data-bbox="856 1240 1010 1360">Position</td> <td data-bbox="1010 1240 1178 1360">Educational Background & Experience</td> <td data-bbox="1178 1240 1360 1360">Scoring</td> <td data-bbox="1360 1240 1360 1360"></td> <td data-bbox="1360 1240 1360 1360"></td> <td data-bbox="1360 1240 1360 1360"></td> </tr> </table>				Position	Educational Background & Experience	Scoring				
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		Should have at least 7 years of experience in managing consultancy assignments in Transportation sector (5 Marks)	Transport Economist	Master In Transport Planning / Economics / Statistics	This is the qualifying criteria. Proposed CV will be summarily rejected if the criteria is not met.	2.5
Minimum of 10 years of experience across. (1 Marks)	More than 10 years of experience - 1 marks					
Should have atleast 7 years of experience in managing consultancy assignments in Transportation sector (1.5 Marks)	More than 8 assignments – 1.5 marks					
	Between 6-8 assignments – 1 marks					
Transport demand modelling cum traffic expert	Masters in Transportation Engineering/ Planning or equivalent	This is the qualifying criteria. Proposed CV will be summarily rejected if the criteria is not met.	5			
	Minimum of 15 years of	More than 15 years: 2				

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		<p><u>SCHEDULE-1: SCOPE OF SERVICES / TERMS OF REFERENCE</u> 1.1 Scope of work / Terms of Reference (Page-38) Details of Option Analysis: i. Conduct Topographic Survey using LiDAR/Drone of the existing road, bridges and other structures along with the details of all intersecting roads from ROW to ROW; ii. Collect inventory data and conduct visual condition survey of the existing road and utilities and identification of the stretches of maximum distress; iii. Conduct traffic (volume count/updation) survey at necessary locations to assess the traffic density on the road and determination of traffic demand forecast as per requirement. iv. Conduct Origin-Destination (O-D) Survey at selected locations as per requirement; v. Conduct random Axle Load Survey to determine the Vehicle Damage Factor of the road as per requirement. vi. Conduct parking survey for Trucks and multi axle vehicles as per requirement. vii. Conduct intersection survey at possible intersections to determine the extent of junction improvement requirement; xiii. Preparation of Alignment Plan and Profile; xviii. Preliminary Cost Estimate; xix. Economic and Financial viability analysis with possible suggested model for implementation of the project through PPP / Toll etc. for optional return on investment.</p>		Experience in transport sector (2 marks)	Marks Between 12-15 : 1.5 Marks Less than 12 years : 1 Marks		
				At least 7 years' experience in transportation demand modelling (3 marks)	More than 8 assignments – 3 marks Between 6-8 assignments – 2 marks 5 Assignments – 1.5 Marks		
			Highway design expert	Masters in Transportation Engineering or equivalent with minimum of 15 years experience	This is the qualifying criteria. Proposed CV will be summarily rejected if the criteria is not met. More than 8 assignments – 2.5 marks Between 6-8 assignments – 2 marks	2.5	

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			<table border="1"> <tr> <td></td> <td></td> <td>5 Assignments – 1.5 Marks</td> <td></td> </tr> </table> <p>We also request you to make the eligibility criteria for Transport Economist uniform under the clause 2.1.4, 2.2.3 and 3.2.5.1.2 as Minimum Qualification: Master in Transport Planning / Economics / Statistics</p>			5 Assignments – 1.5 Marks		
		5 Assignments – 1.5 Marks						
2.	Clause 2.2.3	<u>Clause 2.2.3 Key Personnel & Experience requirements</u> 8. Marine Expert - Degree in Port Management/ Marine Engineering or Master Mariner of equivalent	B. Sc. Nautical Sciences is the education stream for Master Mariners. Request you to include B.Sc. Nautical Sciences as well as relevant educational criteria for Marine Experts.	Tender condition prevails				
3.	SCHEDULE-1: SCOPE OF SERVICES / TERMS OF REFERENCE	<u>SCHEDULE-1: SCOPE OF SERVICES / TERMS OF REFERENCE</u> 1.1 Scope of work / Terms of Reference Details of Option Analysis: (P-40) 1.1.6 Reference Documents a) Traffic Study Report of the Dock areas both outside and inside of KDS, conducted by IIT Madras in 2018 (enclosed as Annexure- I) b) Traffic Master Plan(enclosed as Annexure-II) c) General Property Plan showing NSD , KPD & adjoining areas(enclosed as Annexure-III) d) Plan of Netaji Subhas Dock showing location of Gates(enclosed as Annexure-IV) e) Plan of Khidderpore Dock showing location of Gates(enclosed as Annexure-V) f) Plan of Dock areas & adjacent vicinity with designated parking areas & area(enclosed as Annexure-VI.	We would like to bring it your kind notice that listed Annexures (e.g. Annexure I to Annexure IV) are not found with the RRP document. We are requesting you to provide access to such Annexures (soft or hard copy).	Annexures issued vide Corrigendum – II, Dated 29.04.2022.				

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4.	<p><u>1.3 Schedule of Services with Deliverables:</u> <u>1.3.1 Inception Stage</u></p>	<p><u>1.3 Schedule of Services with Deliverables:</u> <u>1.3.1 Inception Stage</u> - Submission of Inception Report with approach & Methodology by the Consultant. - Ascertain SMPK's requirements, examine site constraints and potential after making necessary survey of the site and prepare a brief for SMPK's approvals. 1.3.2 Current status and Market demand assessment An assessment on the status& market demand of the Project based on extensive study on the subject. 1.3.3 Draft Techno Economic Feasibility Report Stage Based on the approved inception report by SMPK, prepare and submit a draft study report for review of SMP, Kolkata and comments. 1.3.4 Final Techno Economic Feasibility Report To submit final report incorporating all comments/observations of SMP, Kolkata. 1.4 Time Table with deliverables and stage payment The schedule for completion of time should be maintained as follows:</p> <table border="1" data-bbox="352 971 722 1442"> <thead> <tr> <th>Sl. No.</th> <th>Deliverable</th> <th>Timeline from the date of placement of work order</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Inception Report</td> <td>1 Month</td> </tr> <tr> <td>2</td> <td>Current Status and Market Demand assessment</td> <td>3 Months</td> </tr> <tr> <td>3</td> <td>Submission of Draft Techno Economic Feasibility</td> <td>4 Months</td> </tr> </tbody> </table>	Sl. No.	Deliverable	Timeline from the date of placement of work order	1	Inception Report	1 Month	2	Current Status and Market Demand assessment	3 Months	3	Submission of Draft Techno Economic Feasibility	4 Months	<p>Considering the content of various deliverables (e.g. survey report in Inception report) We request you to revise the timeline for deliveries as-</p> <table border="1" data-bbox="852 331 1346 834"> <thead> <tr> <th>Sl. No.</th> <th>Deliverable</th> <th>Timeline from the date of placement of work order</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Inception Report</td> <td>1 Month</td> </tr> <tr> <td>2</td> <td>Current Status and Market Demand assessment</td> <td>4 Months</td> </tr> <tr> <td>3</td> <td>Submission of Draft Techno Economic Feasibility Report</td> <td>10 Months</td> </tr> <tr> <td>4</td> <td>Submission of Final Techno Economic Feasibility Report</td> <td>12 Months</td> </tr> </tbody> </table>	Sl. No.	Deliverable	Timeline from the date of placement of work order	1	Inception Report	1 Month	2	Current Status and Market Demand assessment	4 Months	3	Submission of Draft Techno Economic Feasibility Report	10 Months	4	Submission of Final Techno Economic Feasibility Report	12 Months	Tender condition prevails
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		<table border="1"> <tr> <td data-bbox="352 188 401 298"></td> <td data-bbox="401 188 573 298">Report</td> <td data-bbox="573 188 722 298"></td> </tr> <tr> <td data-bbox="352 298 401 570">4</td> <td data-bbox="401 298 573 570">Submission of Final Techno Economic Feasibility Report</td> <td data-bbox="573 298 722 570">6 Months</td> </tr> </table>		Report		4	Submission of Final Techno Economic Feasibility Report	6 Months		
	Report									
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5.	<p>SCHEDULE-1: SCOPE OF SERVICES / TERMS OF REFERENCE</p>	<p>SCHEDULE-1: SCOPE OF SERVICES / TERMS OF REFERENCE</p> <p>1.7 The Obligations of the Consultant (Page 41) The Consultant shall make his own arrangements for accommodation, transportation, equipment such as drone, computer or laptop and stationery as per requirement to complete the assignment as per TOR. The nominated Team Leader is expected to spend the majority of the assignment on location in Kolkata. All reports, minutes of meetings etc. shall be drafted by the Consultant. Circulation thereof shall be done by the SMP,K.</p> <p>1.9 Monthly Meetings Monthly meeting will be held for progress review & way forward and it is mandatory for Team Leader to attend with relevant team at Kolkata.</p>	<p>Considering the obligations of the Consultant team and requirements of Monthly Meetings, it seems Team Leader need to be stationed at Kolkata for entire project period. Request for clarification. Please confirm if team leader needs to be stationed in Kolkata.</p> <p>Request for modification Please allow team leader to attend any meetings through video conference/ online mode. He would be, though, travelling to Kolkata as and when required for the Project.</p>	<p>Team Leader has to perform his duties & obligations as per TOR of Tender.</p>						
6.	<p>APPENDIX-II: TECHNICAL PROPOSAL: FORM-1 (Page 64)</p>	<p>APPENDIX-II: TECHNICAL PROPOSAL: FORM-1 (Page 64) Proposed Methodology and Work Plan The proposed methodology and work plan shall be described as follows:</p> <p>1. Understanding of TOR (not more than five pages) The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may</p>	<p>Considering the multidisciplinary aspects of the scope of works (Travel Demand Assessment, Geotechnical Investigation, Design of concept plan, etc) we request you to revise the page limit for Methodology and Work Plan as – not more than 20 pages</p>	<p>Tender condition prevails.</p>						

Sl. No.	Clause No. in Tender document	Clause Description as given in Tender document	Queries of Bidders	Response of Authority (SMPK)		
		<p>supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assisting achieving the Objectives laid down in the TOR.</p> <p>2. Methodology and Work Plan (not more than ten pages)</p> <p>The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilized for this assignment. The Applicant should specify the sequence and locations of important activities and provide a quality assurance plan for carrying out the Consultancy Services.</p> <p>Note: Marks will be deducted for writing lengthy and out of context responses.</p>				
7.	SCHEDULE-3: DATA SHEET	<p>SCHEDULE-3: DATA SHEET</p> <table border="1" data-bbox="352 954 709 1114"> <tr> <td data-bbox="352 954 571 1114">Due Date time for Submission of Proposal (Proposal Due Date -PDD)</td> <td data-bbox="571 954 709 1114">25-05-2022 15.00 hrs</td> </tr> </table>	Due Date time for Submission of Proposal (Proposal Due Date -PDD)	25-05-2022 15.00 hrs	<p>Request for modification</p> <p>The assignment may require collaboration of reputed international firms/ domain experts to ensure the quality of work and timely delivery. To streamline such arrangements, we request you to revise the due date for submission of proposals as 25-06-2022 15.00 hrs.</p>	<p>Pl. Refer Corrigendum-III dt. 25.05.22</p> <p>Due Date time for Submission of Proposal (Proposal Due Date -PDD) - 06-06-2022 15.00 hrs.</p>
Due Date time for Submission of Proposal (Proposal Due Date -PDD)	25-05-2022 15.00 hrs					
8.	SCHEDULE 1: Scope of Services/ Terms of Reference 1.1.1	<p>SCHEDULE 1: Scope of Services/ Terms of Reference</p> <p>1.1.1 The selected Bidder shall first draw a preliminary study of the options.</p> <p>The study may be conducted exploring all available possible options so as to decide upon the best Investment decision on the Project based on comparison of pros and cons.</p>	<p>Request for clarification</p> <p>Please clarify</p> <p>1) If techno-economic assessment will be required for both options so that a better option on parameters including technical and economic aspects is shortlisted</p> <p>2) In case, a third option is identified during the preliminary study, the mechanism to cover</p>	<p>The work has to be carried out as per TOR of the tender.</p>		

Sl. No.	Clause No. in Tender document	Clause Description as given in Tender document	Queries of Bidders	Response of Authority (SMPK)
		However, the study to be conducted but not limited to with the following options: A) Option through connectivity from Kolkata Dock System at Kolkata to National Highway through Roads / Flyovers. B) Option through connectivity from Kolkata Dock System at Kolkata to National Highway through Underground Tunneling below River Hoogly.	additional cost towards assessment of third option need to be established	
9.	2. Instructions to Applicants 2.1.1	2. Instructions to Applicants 2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it can participate in the Selection Process (the "Sole Firm") in response to this invitation. The term applicant (the "Applicant") means the Sole Firm.	Request for modification The scope of the study consists of elements of business/ management consulting and technical consulting which are generally not available with a single firm. In order to increase the participations please allow consortium bids. Request to define eligibility criteria in case of consortium bids.	Tender condition prevails.
10.	Schedule-3, Data sheet	The consultant to state cost in Indian Rupees only. The weights given to Technical Proposal and Financial Proposal are Tw=0.7 and Fw= 0.3 respectively	We request client to modify the clause as below:- The consultant to state cost in Indian Rupees only. The weights given to Technical Proposal and Financial Proposal are Tw=0.8 and Fw= 0.2 respectively	Tender condition prevails.
11.	Clause - 2.2.2, sub point -2	Minimum Qualification Criteria Applicants should have a minimum Turnover of Rs. 100 Crore (One Hundred crore) p/a during each of the last 3 (three) Financial Years from Indian Consultancy services.	We note that as per the current stipulations the bidder needs to showcase annual turnover of Rs. 100 Crores during each of the last 3 years. As is the standard practice followed for similar procurement, we request to consider Average of Annual Turnover for last 3 years of Rs. 100 Crores We request you to modify the clause as below:- <ul style="list-style-type: none"> Applicants should have a minimum Annual Average Turnover of Rs. 100 Crore (One Hundred crore) during last 3 (three) Financial Years from Indian Consultancy services. 	Tender condition prevails.
12.	Clause - 2.2.2, sub point -1	The Applicant (Sole Entity) should be a Private/ Public limited company or partnership firm which is Incorporated and registered in India	We understand that international firms which are registered and are working on contracts in India are eligible to bid for this project.	Tender condition prevails.

Sl. No.	Clause No. in Tender document	Clause Description as given in Tender document	Queries of Bidders	Response of Authority (SMPK)
13.	Clause - 2.2.2, sub point -1	The Applicant (Sole Entity) should be a Private/ Public limited company or partnership firm which is Incorporated and registered in India	We request you to allow atleast 3 members in a JV / Consortium considering such a complex assignment expertise from different agencies including international experience	Tender condition prevails.
14.	Clause - 2.2.1, sub point -a	For satisfying the Conditions of Eligibility and for evaluating the Proposal under this contract, advisory/ consultancy assignments granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authority, public sector entity in respect of providing consultancy project of Techno-Commercial Feasibility study / Feasibility Study / DPR for development of flyover/ Major Bridge/ Viaduct or tunneling or both, in last 5 years shall be deemed as eligible assignments (the "Eligible Assignments").	<p>You would appreciate the fact that not many firms have experience for such assignments completed in last 5 years and for similar assignments the clients generally accepts projects in last 15 years which also shows the consultants long terms experiences on such assignments.</p> <p>Accordingly we request you to modify the clause as below:- For satisfying the Conditions of Eligibility and for evaluating the Proposal under this contract, advisory/ consultancy assignments granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authority, public sector entity in respect of providing consultancy project of Techno-Commercial Feasibility study / Feasibility Study / DPR for development of flyover/ Major Bridge/ Viaduct or tunneling or both, in last 15 years shall be deemed as eligible assignments (the "Eligible Assignments").</p>	<p>Pl. Refer Annexure-A of Corrigendum-IV dt. 26.05.22</p> <p>Due Date time for Submission of Proposal (Proposal Due Date -PDD) - 06-06-2022 15.00 hrs.</p>
15.	3.2.5.1.1 Relevant experience of the Bidder, sub clause 1 b	The bidder should have worked on at least One (1) DPRs* on development of Major Bridge (Cable stayed / Extradosed Bridge) of length more than 4km in last 5 years.	<p>Similar to Clause - 2.2.1, sub point -a, wherein Techno-Commercial Feasibility study / Feasibility Study / DPR is considered, we understand that the same will be applicable for sub clause 1b and 1c.</p> <p>We further request you to consider the following:-</p> <ul style="list-style-type: none"> The bidder should have worked on at least One (1) DPRs* / Preliminary Design / Feasibility Study with Survey and Investigations on development of Major Bridge (Cable stayed / Extradosed Bridge) of length more than 4km in last 15 years. 	Pl. Refer Annexure-A of Corrigendum-IV dt. 26.05.22

Sl. No.	Clause No. in Tender document	Clause Description as given in Tender document	Queries of Bidders	Response of Authority (SMPK)
16.	3.2.5.1.1 Relevant experience of the Bidder, sub clause 1 c	The bidder should have worked on at least one DPR on Twin tube tunneling project*with length more than 4 km category in last 5 years	<p>Similar to Clause - 2.2.1, sub point -a, wherein Techno-Commercial Feasibility study / Feasibility Study / DPR is considered, we understand that the same will be applicable for sub clause 1b and 1c.</p> <p>We further request you to consider the following:-</p> <ul style="list-style-type: none"> The bidder should have worked on at least one DPR/ Preliminary Design / Feasibility Sudy with Survey and Investigations on Twin tube tunneling project*with length more than 4 km category in last 15 years 	Pl. Refer Annexure-A of Corrigendum-IV dt. 26.05.22
17.	Note (Pg 28)	NOTE: * If a bidder is a subsidiary of any other firm then the credentials of the parent company will not be considered for evaluation	<p>Considering that tender requires a bidder to be an Indian registered firm, as well as considering the complexities involved in the project requiring stringent eligibility requirements, it is necessary to include international expertise of similar projects.</p> <p>we therefore request that the note be modified as below:-</p> <ul style="list-style-type: none"> The Indian subsidiary or an Indian associate of a non-Indian firm (Foreign Company) can use the technical credentials of its Parent / Holding / Associate Company. 	Tender condition prevails.
18.	Clause 2.25	<p>SUBSTITUTION OF KEY PERSONNEL</p> <p>The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.</p>	<p>You will appreciate that in case of replacement (on any ground) the Consultant will be required to identify a suitable candidate who should equivalent or better to the professional to be replaced. With such significant reduction in remuneration, the Consultant will be handicapped in identifying a suitable replacement and that too at reduce cost.</p> <p>This may also jeopardize the Project. We therefore request you to reconsider the reduction rates in remuneration in the event of replacement, as follows:</p> <ol style="list-style-type: none"> For replacement up to 25% - No reduction in remuneration For replacement beyond 25% - 5% reduction in remuneration 	Pl. Refer Annexure-A of Corrigendum-IV dt. 26.05.22

Sl. No.	Clause No. in Tender document	Clause Description as given in Tender document	Queries of Bidders	Response of Authority (SMPK)
			<p><u>Request for no application of penalty in case of key expert's resignation from the organization</u></p> <ul style="list-style-type: none"> Considering the acute shortage of experienced key experts because of numerous ongoing projects throughout the country, it is practically difficult for any organization to retain staff <p>Hence we humbly request that penalties shall not be applicable in case of key expert's resignation from the organization</p>	
19.	2.26	<p>Indemnity</p> <p>The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding 3 (three) times the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services</p>	<p>The indemnity of 3 times of value of the Agreement is too high.</p> <p>We request for following:-</p> <ul style="list-style-type: none"> The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding 1 (One) time the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services 	Pl. Refer Annexure-A of Corrigendum-IV dt. 26.05.22
20.	1.9.1	<p>1.9.1 Liquidated Damages for error/ variation:</p> <p>In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty percent) of the Agreement Value.</p>	<p>The penalty is too high. Generally this is limited to Maximum 5 % of Agreement Value. We request to modify the clause accordingly</p>	Tender condition prevails.
21.	1.9.2	<p>1.9.2 Liquidated Damages for delay:</p> <p>In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two percent) of the Agreement Value per day, subject to a maximum of 10% (ten percent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control</p>	<p>The penalty is too high. Generally this is limited to Maximum 2 % of Agreement Value. We request to modify the clause accordingly</p>	Tender condition prevails.

Sl. No.	Clause No. in Tender document	Clause Description as given in Tender document	Queries of Bidders	Response of Authority (SMPK)
		of the Consultant, suitable extension of time shall be granted without levying Liquidated Damages (LD).		
22.	Data sheet	Due Date time for Submission of Proposal (Proposal Due Date -PDD) - 25-05-2022 15.00 hrs.	We request to provide atleast 4 week's time after reply to queries are issued.	Pl. Refer Corrigendum III dt.25.05.22 Due Date time for Submission of Proposal (Proposal Due Date -PDD) - 06.06-2022 15.00 hrs.
23.	Clause No. 2.3.3 (h)	h)the Applicant, and the bidder or Concessionaire, if any, for the Project, its contractor(s) or subcontractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, , in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of Section 2 of the Companies Act, 1956/2013. For the purposes of this Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above. For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant, or is deemed or published as an "Associate Office"; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture with the Applicant (the "Associate"); provided, however, that if the Applicant has any formal arrangement, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Applicant	Joint Venture or association is permitted for this Tender or Not? Kindly clarify.	Tender condition prevails.

Sl. No.	Clause No. in Tender document	Clause Description as given in Tender document	Queries of Bidders	Response of Authority (SMPK)
		solely due to the reason of forming such consortium. As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.		
24.	Clause No.2.2.3 (3) Eligible Experience of Transport Economist	Transport Economist- Eligible Experience: Should have at least 7 years of experience in undertaking economic analysis of transportation projects. Should have undertaken HDM4 analysis in at least 03 international projects.	HDM4 analysis in at least 03 international projects may be considered for National Projects also.	Pl. Refer Annexure-A of Corrigendum-IV dt. 26.05.22
25.	Clause No.2.2.3 (8) Minimum Qualification of Marine Expert	Marine Expert: Degree in Port Management/Marine Engineering or Master Mariner of equivalent	As per RFP minimum qualification desired as Degree in Port Management/Marine Engineering or Master Mariner of equivalent. Requested to consider Degree in Oceanography also as a Minimum Qualification of Marine Expert, because they are also performing the similar activities as professional.	Tender condition prevails.
26.	Clause No.2.2.3 (9) Experience of Finance Expert	Minimum 4 relevant assignments with traffic/feasibility studies in ports /terminals and maritime sector in last 10 years.	Kindly clarify for eligible experience condition experience of Bridge & Tunnel shall be considered or not? Requested to consider the experience of Bridge & Tunnel also in the assignments head of traffic.	Tender condition prevails.
27.	Clause No. 3.2.5.1 Technical Scoring Criteria	Relevant Experience of the Bidder: The bidder should have worked on at least One (1) DPRs* on development of Major Bridge (Cable stayed / Extradosed Bridge) of length more than 4km in last 5 years.	(1b) Kindly review the parameter as mentioned "The bidder should have worked on at least One (1) DPRs* on development of Major Bridge (Cable stayed / Extradosed Bridge) of length more than 4km in last 5 years". Because in India only few Cable stayed / Extradosed Bridge of such long length is available and may not fall within 5 years period, so length of such type of bridge or study period may be reviewed.	Pl. Refer Annexure-A of Corrigendum-IV dt. 26.05.22

Sl. No.	Clause No. in Tender document	Clause Description as given in Tender document	Queries of Bidders	Response of Authority (SMPK)
			Requested to change the study period in last 10 years or so .	
28.	Clause No. 1.1.6 Reference Documents		Reference Documents are not available at website along with RFP , kindly provide the same to understand the project requirement/data available.	Annexures issued vide Corrigendum – II, Dated 29.04.2022.
29.	Clause No. 1.1 Scope of Work(A) x.		Quantum of Geotechnical investigation is not available, kindly clarify if any specific requirement in terms of length & locations or codal provision. Requested to clarify the same, because it will be an important factor to assess the financial parameters of the consultancy assignment.	The work has to be carried out as per TOR of tender document & relevant codes.
30.	Clause No. 1.1 Scope of Work (A) iv.		Kindly clarify how may days (7 or 3 days) O-D survey is required? Requested to clarify the same, because it will be helpful to assess the financial parameters of the consultancy assignment.	The work has to be carried out as per TOR of tender document & as per requirement.
31.	Clause No. 1.1 Scope of Work (B) xiii.		In India only 1 no. underwater tunnel is under execution (Kolkata Metro). The prevailing rate of single project/same project shall be considered or not?	Tender condition prevails.
32.	Clause No. 1.1 Scope of Work (A) xvii.		Concept plan of Bridges and other Structures. Kindly clarify the concept plan needs to be supported by Design document or not?	The concept plan of bridges & other structure needs to be supported by appropriate design consideration.
33.	General		What is the status of Land Acquisition for this project?	Status of ownership to be assessed by the selected bidder.
34.	General		What is the approx. Total Length of the Project? If, any preliminary drawing/sketch for the Take off and meeting point of the alignment, may kindly be provided	Tender condition prevails.

Sl. No.	Clause No. in Tender document	Clause Description as given in Tender document	Queries of Bidders	Response of Authority (SMPK)
35.	Cl. No. 2.3.4 (under Conflict of Interest)	An Applicant eventually appointed to provide Consultancy for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority.	We request you to please remove the 3 (three) years restriction as mentioned in this provision. The revised clause should be revised as below: “An Applicant eventually appointed to provide Consultancy for this Project, its Associates, affiliates and the Financial Expert, shall be not be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project.” Please confirm.	Tender condition prevails.
36.	Instructions, 3.2.5.1.1 Relevant experience of the bidder Item. 1.1(b)	3.2.5.1.1 Relevant experience of the bidder 1.1(b) The bidder should have worked on at least One (1) DPRs*on development of Major Bridge (Cable stayed/ Extradosed Bridge) of length more than 4km in last 5 years (5 marks) At least 1 projects: 2.5 marks For 2 projects and more: 5 marks.	Since this RFP is about preparation of Techno Economic Feasibility study, we request the Client to consider the experience of Techno-Commercial Feasibility Study/ Feasibility Study/ DPR* for development of Major Bridge (Cable stayed/ Extradosed Bridge) of length more than 4km in last 5 years. Further, Feasibility has been considered all other criteria's, we request the client to kindly modify.	Pl. Refer Annexure-A of Corrigendum-IV dt. 26.05.22
37.	Instructions, E. Appointment of Consultant 2.24 Negotiations	2.24.3 The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.	We understand, the preferred bidder shall be allowed to nominate Sub-Consultant at the time of Negotiations. Kindly Confirm.	Tender condition prevails.

Sl. No.	Clause No. in Tender document	Clause Description as given in Tender document	Queries of Bidders	Response of Authority (SMPK)
38.	Schedule-1: Scope of Services/ Terms of Reference Clause 1.1.6 Reference Documents	Clause 1.1.6 Reference Documents a. Traffic Study Report of the Dock areas both outside and inside of KDS, conducted by IIT Madras in 2018 (enclosed as Annexure- I) b. Traffic Master Plan (enclosed as Annexure-II) c. General Property Plan showing NSD, KPD & adjoining areas (enclosed as Annexure-III) d. Plan of Netaji Subhas Dock showing location of Gates (enclosed as Annexure-IV) e. Plan of Khidderpore Dock showing location of Gates (enclosed as Annexure-V) f. Plan of Dock areas & adjacent vicinity with designated parking areas & areas (enclosed as Annexure-VI).	In order to have better understanding of the project, we request the Client to kindly provide the list of Annexures mentioned in Clause 1.1.6 Reference Documents to prepare a comprehensive technical proposal.	Annexures issued vide Corrigendum – II, Dated 29.04.2022.
39.	Instructions, 2.14 Financial Proposal Clause 2.14.2	2.14.2 While submitting the Financial Proposal, the Applicant shall ensure the following: (a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.	In order to bring all the bidders on a common platform and to avoid any disparity in the cost, we request the Client to kindly specify the Quantity of Bore holes to be drilled for Geo-Technical investigations under soft rock and hard rock.	As per site condition, no. of bore holes is to be decided.
40.	-	-	Kindly confirm, whether the consultant has to make any provisions of navigational spans for the movements of ships	Tender condition prevails.
41.	Schedule-1: Scope of Services/ Terms of Reference Details of Options A) iv)	iv) Conduct Origin-Destination (O-D) Survey at selected locations as per requirement;	Kindly provide the number of locations for conducting O-D surveys.	The work has to be performed as per tender condition. The consultant may refer to the ToR. Node points are Dock area and Corresponding connectivity options with NHAI.

Sl. No.	Clause No. in Tender document	Clause Description as given in Tender document	Queries of Bidders	Response of Authority (SMPK)
42.	Schedule-1: Scope of Services/Terms of Reference Clause 1.1.1	B) Option through connectivity from Kolkata Dock System at Kolkata to National Highway through Underground Tunneling below River Hoogly.	Kindly confirm whether the construction of underground tunnel will be below the Riverbed of Hoogly River.	Tender condition prevails.
43.	Schedule-1: Scope of Services/Terms of Reference Details of Options A) i)	i) Conduct Topographic Survey using LiDAR/Drone of the existing road, bridges and other structures along with the details of all intersecting roads from ROW to ROW;	Kindly confirm the extent of the area for which the consultant has to conduct the topographic survey	It has to be decided as per tender condition by the bidder.
44.	Schedule-1: Scope of Services/Terms of Reference Details of Options A) x)	x) Carry out Geotechnical Investigations at Bridge and Structure locations;	Please confirm, that the investigations will be carried out as per codal provision of IRC.	The work has to be executed as per tender condition & codal provision.
45.	Item No. 1 (b), 3.2.5.1.1 Relevant experience of the Bidder	1(b)- The bidder should have worked on at least One (1) DPRs* on development of Major Bridge (Cable stayed / Extradose Bridge) of length more than 4km in last 5 years.	<p>The Frequency of Cable Stayed/ Extra dosed bridges being executed in India is lesser compared to the general Transportation Infrastructure projects such as Roads and Highways. The technical expertise in executing a signature Cable Stayed project has been the same in last 07 years with each project duration spanning over a longer timeline.</p> <p>Hence, we would like to request you to kindly allow the experience of last 07 years to be considered and modify the clause as follows:</p> <p>“The bidder should have worked on at least One (1) DPRs* on development of Major Bridge (Cable stayed / Extradose Bridge) of length more than 4km in last 07 years.”</p>	Pl. Refer Annexure-A of Corrigendum-IV dt. 26.05.22

Sl. No.	Clause No. in Tender document	Clause Description as given in Tender document	Queries of Bidders	Response of Authority (SMPK)
46.	Item No. 1 (c), 3.2.5.1.1 Relevant experience of the Bidder	1c) - The bidder should have worked on at least one DPR on Twin tube tunneling project*with length more than 4 km category in last 5 years	Following some of the most signature projects being strategized and implemented in Kolkata, as per our understandings from our past submission, the work would really require a firm with an experience of executing Hydro Tunnels which align with the right objectives of the assignment. Hence, we request you to kindly modify the requirement as follows: "The bidder should have worked on at least one DPR on Twin tube tunneling project/ Hydro Tunneling with length more than 4 km category in last 07 Years "	Pl. Refer Annexure-A of Corrigendum-IV dt. 26.05.22
47.	Sl. no. 1) Clause 2.2.2, CONDITION OF ELIGIBILITY OF THE APPLICANTS	Cl. 2.2.2: 1. The Applicant (Sole Entity) should be a Private/ Public limited company or partnership firm which is Incorporated and registered in India	We request you to kindly allow and confirm that Joint Venture of 02 firms can be allowed to bid for the project.	Tender condition prevails.
48.	Sl.No.2, Clause 2.2.2, CONDITION OF ELIGIBILITY OF THE APPLICANTS	Cl. 2.2.2 2. Applicants should have a minimum Turnover of Rs. 100 Crore (One Hundred crore) p/a during each of the last 3 (three) Financial Years from Indian Consultancy services.	The expertise to execute projects of such great scale has been providently implemented by several competitive firms and hence to enhance competitiveness, we request you to kindly relax the requirement to 60 Cr or allow the Bidders to qualify for the Financial turnover together as a Consortium/ Joint Venture.	Tender condition prevails.
49.	Clause 2.2.2 CONDITION OF ELIGIBILITY OF THE APPLICANTS, Sl. no. 3	3. Applicants should have experience of at least 5 (five) Eligible Assignments in the last 5 years	It is kindly requested to amend the clause as following: Applicants should have experience of at least 5 (five) Eligible Assignments in the last 10 years.	Pl. Refer Annexure-A of Corrigendum-IV dt. 26.05.22
50.	Clause 3.2.5.1.1, 1(b)	The bidder should have worked on at least One (1) DPRs* on development of Major Bridge (Cable stayed / Extradosed Bridge) of length more than 4km in last 5 years.	It is kindly requested to amend the clause as following: The bidder should have worked on at least One (1) TEFR/ Feasibility Report/ DPRs* on development of Major Bridge in last 10 years.	Tender condition prevails.

Sl. No.	Clause No. in Tender document	Clause Description as given in Tender document	Queries of Bidders	Response of Authority (SMPK)
51.	Clause 3.2.5.1.1, 1(c)	The bidder should have worked on at least one DPR on Twin tube tunneling project* with length more than 4 km category in last 5 years.	It is kindly requested to amend the clause as following: The bidder should have worked on at least one TEFR/ Feasibility report/ DPR on tunneling project* in last 10 years.	Pl. Refer Annexure-A of Corrigendum-IV dt. 26.05.22
52.	SCHEDULE-1: SCOPE OF SERVICES / TERMS OF REFERENCE - Clause 1.4, Time table with deliverables, Sl. no. 4)	Sl. no. 4) Deliverable – Submission of Final Techno Economic Feasibility Report - (Timeline from the date of placement of work order) 6 Months	Timeline for completion of project is 6 months. It is kindly requested to change the timeline for completion of project from 6 months to 9 months.	Pl. Refer Annexure-A of Corrigendum-IV dt. 26.05.22
53.	Terms of Reference, Details of Options: A) i), viii), x)	i) Conduct Topographic Survey using LiDAR/Drone of the existing road, bridges and other structures along with the details of all intersecting roads from ROW to ROW; viii) Carry out Hydraulic study of the existing bridge locations; x) Carry out Geotechnical Investigations at Bridge and Structure locations;	Conduct Topographic Survey using LiDAR/ Drone, Carry out hydraulic study, Carry out geotechnical investigation. It is kindly requested to provide the quantum of survey and investigation.	It has to be decided following tender condition.
54.	ITC- (Instructions to Applicants) 2.2.2, Minimum Qualification Criteria- 1, Page no. 11	The Applicant (Sole Entity) should be a Private/ Public limited company or partnership firm which is Incorporated and registered in India	Considering the unique nature and technicalities involved in the project the consultant would request the authority to consider allowing Joint ventures also to participate as applicants - Kindly consider	Tender condition prevails.

Sl. No.	Clause No. in Tender document	Clause Description as given in Tender document	Queries of Bidders	Response of Authority (SMPK)
55.	ITC- (Instructions to Applicants) 2.2.2, Minimum Qualification Criteria- 1, Page no. 11	The Applicant (Sole Entity) should be a Private/ Public limited company or partnership firm which is Incorporated and registered in India	The Client would also agree that for a study as unique as this one, having foreign firms with more such experiences would be beneficial, in lights of the above the Consultant would request the authority to consider foreign Firms having registered Branch office/Project offices in India as eligible Firms to participate as Sole applicants or JV members. - Kindly consider	Tender condition prevails.
56.	ITC(Instruction s to Applicants)- 2.2.2, Minimum Qualification Criteria- 1, Page no. 11	Applicants should have a minimum ITC Turnover of Rs. 100 Crore (One Hundred crore) p/a during each of the last 3(three) Financial Years from Indian Consultancy services.	The Consultant would request the Authority to consider the minimum Turnover amount achieved from national and international projects as it reflects the strengths of a consultancy firm with respect to their relevant experiences. - Kindly consider.	Pl. Refer Annexure-A of Corrigendum-IV dt. 26.05.22
57.	ITC- 3.2.5.1.1 Relevant experience of the Bidder, Note, Page no. - 28	* If a bidder is a subsidiary of any other firm then the credentials of the parent company will not be considered for evaluation	In this current era of virtual knowledge sharing platforms Global companies use a collaborative approach in executing their projects, keeping this in mind the Consultant would request the authority to consider Parent company credentials of wholly owned subsidiaries of Foreign Companies established/ registered in the Clients country for evaluation. - Kindly consider.	Tender condition prevails.
58.	ITC - 1.7 Currency conversion rate and payment, Page no.- 8	For the purposes of technical evaluation of Applicants, Currency conversion of Indian Rupees per US Dollar is as per the Proposal Due Date shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the PDD, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.	It is impossible to acquire the Exchange rate of a date latter than the date of financial proposal finalization, which obviously falls before the submission deadline- Keeping the above in mind The consultant would request the Authority to kindly modify the said date to the date of issuance of reply to the queries. - Kindly modify	Tender condition prevails.

Sl. No.	Clause No. in Tender document	Clause Description as given in Tender document	Queries of Bidders	Response of Authority (SMPK)
59.	Information to Consultant 2.26- pg. no. 25/26	The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding 3 (three) times the value of the Agreement , for any direct loss or damage that is caused due to any deficiency in Services.	The Consultant has observed that in similar RFP s the ceiling amount of PII is kept as the Contract amount, here It has been asked to provide Indemnity not exceeding 3 times of the contract value which is way higher than the standard practices- Kindly clarify on the same and kindly consider changing the value to the contract amount.	Tender condition prevails.
60.	GCC 1.3.5 - Insurance to be Taken Out by the Consultants. pg. no. 79	The Consultants (i) shall take out and maintain, and shall cause any sub-consultants to take out maintain, at their (or the sub-consultants', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as mentioned below, and (ii) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been paid.	The Consultant understands that Global professional Indemnity Insurance would be accepted by the authority--Kindly confirm	Tender condition prevails.
61.	Clause 3.2.5.1.2, Page 28-29 Team Leader	Scoring for the position of Team Leader: a) Experience More than 30 years-7.5 marks Relevant assignments- More than 15 assignments- 7.5 marks	Kindly consider: - a) 25 years' experience for full marks Also, full marks be awarded for completion of 10 or more assignments.	Pl. Refer Annexure-A of Corrigendum-IV dt. 26.05.22
62.	Clause 3.2.5.1.2, Page 29-30 Transport Economist	Scoring for the position of Transport Economist Between 6-8 assignments – 4 marks Should have at least 7 years of experience in managing consultancy assignments in Transportation sector (5 Marks)	Kindly consider: - a) Full marks for completion of 5 assignments b) Should have at least 5 years of experience in managing consultancy assignments in Transportation sector and shall be considered full marks i.e., 5 Marks	Pl. Refer Annexure-A of Corrigendum-IV dt. 26.05.22
63.	Clause 3.2.5.1.2, Page 30 Geotechnical Expert	Geotechnical Expert Graduate in Civil Engineering with post-graduation in Soil Mechanics	Kindly consider: - post-graduation in Soil Mechanics /any relevant field.	Pl. Refer Annexure-A of Corrigendum-IV dt. 26.05.22
64.	Clause 3.2.5.1.2, Page 31 Hydrographer	Hydrographer Graduate in Civil Engineering/Marine Engineering with specialization of Hydrography	Looking at the unique requirement of the project kindly consider People with specialization degree in geography, geology, marine science, or related fields	Tender condition prevails.

Sl. No.	Clause No. in Tender document	Clause Description as given in Tender document	Queries of Bidders	Response of Authority (SMPK)																								
65.	Clause 3.2.5.1.2, Page 31 Marine Expert	Marine Expert Degree in Port Management/Marine Engineering or Master Mariner of equivalent	Looking at the limited availability of such experts in the market along with Port management, please consider general management and Logistics management with any engineering background. - Kindly consider	Tender condition prevails.																								
66.	Clause 3.2.5.1.2, Page 31 Finance Expert	Finance Expert Minimum 4 relevant assignments with traffic/feasibility studies in ports/terminals and maritime sector in last 10 years.	Kindly consider: - Minimum <u>2</u> relevant assignments with traffic/feasibility studies in ports/terminals and maritime sector in last 10 years.	Tender condition prevails.																								
67.	-1.4 of Schedule 1, Timetable with deliverables and stage payment page 41 -1.5 of Schedule 1, Co-ordination with Other Consultants, Methodology and Standards- page 41	-1.4 <table border="1" data-bbox="352 570 695 816"> <thead> <tr> <th>Sl No</th> <th>Deliverables</th> <th>Timeline from the date of placement of work order</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Inception Report</td> <td>1 Month</td> <td>15 %</td> </tr> <tr> <td>2</td> <td>Current Status and Market Demand assessment</td> <td>3 Months</td> <td>25 %</td> </tr> <tr> <td>3</td> <td>Submission of Draft Techno Economic Feasibility Report</td> <td>4 Months</td> <td>40 %</td> </tr> <tr> <td>4</td> <td>Submission of Final Techno Economic Feasibility Report</td> <td>6 Months</td> <td>20 %</td> </tr> <tr> <td colspan="3">Total</td> <td>100</td> </tr> </tbody> </table> -1.5 The Selected Bidder will have to co-ordinate /Liaison with Defense Authorities/NHAI/Railway Authorities/KMC/HMC/WB Govt /PWD/Relevant Municipalities/Concerned Statutory Authorities as per requirement and also advise SMP, Kolkata accordingly.	Sl No	Deliverables	Timeline from the date of placement of work order	Payment	1	Inception Report	1 Month	15 %	2	Current Status and Market Demand assessment	3 Months	25 %	3	Submission of Draft Techno Economic Feasibility Report	4 Months	40 %	4	Submission of Final Techno Economic Feasibility Report	6 Months	20 %	Total			100	The Consultant understands that their payments will not be affected by any delays caused by any third party including statutory authorities - Kindly confirm Also Please Consider adding the following Note to the table- Note: <i>The Consultant shall not be responsible for the delay from the third party as defined in Clause 1.5 of Schedule 1.</i> - Kindly consider.	The work has to be carried out as per tender condition.
Sl No	Deliverables	Timeline from the date of placement of work order	Payment																									
1	Inception Report	1 Month	15 %																									
2	Current Status and Market Demand assessment	3 Months	25 %																									
3	Submission of Draft Techno Economic Feasibility Report	4 Months	40 %																									
4	Submission of Final Techno Economic Feasibility Report	6 Months	20 %																									
Total			100																									
68.	1.6 of Schedule 1 The Obligation of SMP, Kolkata, page 41	SMP, <i>Kolkata will make available to the Consultant all relevant reports and data in its possession</i> , but the Consultant shall be fully responsible for the interpretation and use of the material in question as well as for the conversion of available data into a form that can be used in the system he sets up.	The Consultant understands that any delay in providing report & data from the Employer may be compensated by EOT and additional claims if applicable- -Kindly confirm Kindly provide us with a list of documents available with clear timeline for making available data as per this clause.	Tender condition prevails.																								

Sl. No.	Clause No. in Tender document	Clause Description as given in Tender document	Queries of Bidders	Response of Authority (SMPK)
69.	3 (b)(iii) of Schedule 4, page 51	No consultant should bid for works arising from the project.	Request to delete this clause as this is a restrictive clause and against the fundamental right of doing business of any consultant. - Kindly consider	Tender condition prevails.
70.	1.2.7-Force Majeure 1.2.7.1 (a) of GCC, page 75	war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.	The Consultant would request the Client to include "Pandemic" as a force majeure event. - Kindly consider	Tender condition prevails.
71.	1.2.9 of GCC Termination 1.2.9.1 - By the Employer- Point F, page 76	If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this contract	This clause is open-ended & vague. Request to delete this clause. - Kindly consider	Tender condition prevails.
72.	1.3.2.3 of GCC Consultants and Affiliates not to engage in certain Activities, page 78	The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any sub-consultant and any entity affiliated with such sub-consultant	It is requested to define a timeline after termination. It should not be open-ended. - Kindly consider	Tender condition prevails.
73.	1.3.2.4 Prohibition of Conflicting Activities- Point (b) of GCC, page 78	Neither the Consultants nor their sub-consultants nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities; (b) after the termination of this Contract, such other activities objectionable to Employer.	Kindly define the term " such other activities " This clause is very vague & far-reaching consequences. It is requested to be deleted. - Kindly consider	Tender condition prevails.
74.	1.3.4 Liability of the Consultants, no. ii) of GCC, Page 78	For any direct loss or damage that exceeds; (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.	Recovery of the direct damages should not be linked with the insurance proceed or consultant will be allowed to procure the project specific insurance policy for this project. It is requested to delete this "B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher" - Kindly consider	Tender condition prevails.

Sl. No.	Clause No. in Tender document	Clause Description as given in Tender document	Queries of Bidders	Response of Authority (SMPK)
75.	1.4.2 Description of Personnel - Point (c) of GCC, Page 80	If additional work is required beyond the Terms of reference specified, the estimated periods of engagement of Key Personnel set forth may be increased by agreement in writing between the Employer and the Consultants.	The Consultant understands that in case of delay in completion is attributed to Employer, additional claim for extended period shall be considered while issuing EOT- Kindly confirm and if not then Kindly consider the same	Tender condition prevails.
76.	1.4.5 Removal and/or Replacement of Personnel, Point (c) (ii) of GCC, page 81	Further for Key Personnel replaced for the second time, the remuneration payable shall not exceed 90% of the remuneration which would have been payable to the originally proposed Key Personnel.	The Consultant would request the client to reduce deduction on remuneration to 5 % instead of 10%- - Kindly consider	Tender condition prevails.
77.	1.4.5 Removal and/or Replacement of Personnel, Point (c) (ii) of GCC page 81	Also, if the total replacement of Key Personnel exceeds 25%, the remuneration payable for Key Personnel shall not exceed 90% of the remuneration which would have been payable to the originally proposed Key Personnel or as per the tender conditions	The Consultant would request the client to reduce deduction on remuneration to 5 % instead of 10%- - Kindly consider	Tender condition prevails.
78.	1.9.1 Liquidated Damages for error/ variation: of GCC , page 83	In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty percent) of the Agreement Value	Please define criteria for deciding error or variation in the tender for better transparency -Kindly Specify	Tender condition prevails.
79.	1.9.2 Liquidated Damages for delay of GCC, page 84	In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero-point two percent) of the Agreement Value per day, subject to a maximum of 10% (ten percent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted without levying Liquidated Damages (LD).	The Consultant would request the Client to consider the following - (i) reduce LD from max. 10% to 5%. (ii) EOT shall be given along with compensation for additional expenses due to delay. (iii) subject to a maximum of 10% (ten percent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. recovery of Liquidated damages should not be linked to the Performance bank guarantee - Kindly consider deleting the above-mentioned	Tender condition prevails.

Sl. No.	Clause No. in Tender document	Clause Description as given in Tender document	Queries of Bidders	Response of Authority (SMPK)
			<p>section struck off from the clause</p> <p>Also, it should be the sole remedy- please delete the word 'or otherwise'</p> <p>- Kindly modify</p>	
80.	1.9.4 Penalty for deficiency in Services - GCC, page 84	In the case of significant deficiencies in Services causing adverse effect on the project or on the reputation of the Authority, other penal action including debaring for a specified period may also be initiated as per policy of the Authority.	<p>Deficiencies shall be defined in the tender. It is also requested to define standard procedure in the tender for penalizing Consultant. Also requested to give fair opportunity to rectify the deficiency (if any) before charging penal action. The condition is too harsh.</p> <p>-Kindly specify & kindly consider modifying this clause</p>	Tender condition prevails.
81.	1.2.1 of GCC Effectiveness of Contract , page 74	This Contract shall come into force and effect on the date of the Employer's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall constitute agreement between Employer and the consultant till formal agreement has been signed.	<p>In view of the recent pandemic situation, during this period WFH or Online meetings shall be allowed if required with the permission of the Employer-</p> <p>-Kindly consider</p>	Tender condition prevails.
82.	Schedule-1: Scope of Services / Terms of Reference, page 37	Details of Options	<p>Please specify tentative quantity of all the field investigations like Topographic Survey using LiDAR/Drone, Traffic Surveys, Geotechnical Investigations, Topographic Survey for tunnel, etc. for the budgetary purpose in the bid. Actual payment can be done as per actual quantity to be executed after approval of the KOPT Authority. It can be appreciated that the cost of the field investigations will constitute a considerable share of the financial proposal and benchmarking the same is essential to create a level playing field for all the bidders. It can be also appreciated that assessment of the field investigation quantity at the bidders' end is not at all realistic at this stage as it would largely depend on the conceptual alignment option plan.</p>	Tender condition prevails.

Sl. No.	Clause No. in Tender document	Clause Description as given in Tender document	Queries of Bidders	Response of Authority (SMPK)
83.	Schedule-1: Scope of Services / Terms of Reference, page 37	Details of Options	The specifications to be adopted for geotechnical Investigations are not clearly stated in the RFP- -Kindly specify and provide all relevant details	Particular specification has to be adopted as per tender & relevant codes.