

CORRIGENDUM-III

Ref. Tender Notice No.: SMP/KDS/LND/01-2023 Dt:12.01.2023

Name of Work: - Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under Kolkata Dock System of SMP, Kolkata

1. The following are to be noted in connection with **Clause no 2.6 Schedule of Selection Process**, and wherever required in the RFP document:

Sr.No.	Activity	Schedule
i.	Download of Bid Documents	From 12.01.2023 to 10.03.2023
ii.	Last date of receiving queries	30-01-2023
iii.	Pre-bid meeting	On 31-01-2023 at 15-00 hrs (IST)
iv.	Proposal Due Date	Till 1500 hrs. (IST) on 30.03.2023
v.	Opening of Technical bid	At 1500 hrs. (IST) on 31.03.2023
vi.	Presentation on Approach, Methodology and Concept Design	To be informed
vii.	Opening of Financial bid	To be informed

2. The reply to Prebid queries is enclosed below.

Bidders are requested to upload this "**CORRIGENDUM -III**" duly signed under office seal along with their Techno-Commercial bid, i.e. Cover-I offer as a token of acknowledgement and acceptance.

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



**Estate Manager (I/C),
Estate Division
Syama Prasad Mookerjee Port, Kolkata**

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

REPLY TO PREBID QUERIES

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
1.	Pg 03, clause 1.2	Refer Appendix VI for Map of proposed Township area.	Please provide Appendix VI	We request that a KML file of the project development area with below mentioned details are shared with the bidder: 1) Overall site boundary and existing building/structure details are provided. 2) Boundary limits of area under study in both Kolkata Dock Station (KDS) and Haldia Dock complex (HDC). 3) Site Boundary of 3 Zones (A-Kolkata other area, B-Howrah area, C- Near Dock area) and parcels available comprising 429 acres of KPT Complex I. 4) Parcel boundary for area under Outstation zone, including land parcels further southwards till Sagar Island.	Access the KML file & other plans with the link below: https://drive.google.com/drive/folders/10r7Q1pygkK3svwml2G4-hL06Qk0R2ekd?usp=sharing
2.	Pg II, Data Sheet		Please confirm that the details and dates for submission of items as mentioned in the Data Sheet supersedes any other date mentioned elsewhere in the RFP document.		Corrigendum II supersedes any other date mentioned elsewhere in the RFP document.
3.	Pg 06, clause 2.4, Brief description of the selection process, Point no. 7	QCBS procedure shall be adopted with 70% weightage to Technical Evaluation and 30% weightage to the Financial bid quoted as per the Formula mentioned in clause 3.1.9	NA	Since the RFP scope is includes multiple technical disciplines-design/masterplanning/ DPR preparation, strategic advisory, transaction & PPP as well as project management. Hence, we recommend that QCBS evaluation criteria be in accordance with the RFP scope and be in the ratio of 90:10 (90% Technical & 10% Financial)	RFP Condition prevails
4.	Pg 09, clause 2.9	The Applicant shall enclose	Please confirm that certificate from chartered accountant firm	Since certificate from statutory auditor takes longer time, we request that certificate from	RFP Condition prevails

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
	Eligibility Criteria, note on proof of eligibility, point i	with its Proposal in Form 8, certificate(s) from its Statutory Auditors stating its total revenues from consulting services during last 3 (three) financial years i.e. FY 2017-18, FY 2018-19 and FY 2019-20. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant. However, the Applicant can also provide requisite certificate(s) from its chartered accountant that ordinarily audits the annual accounts of the Applicant.	are valid and certificate from the bidder's statutory auditor certificate is not mandatory.	Practicing Chartered Accountants having Unique Document Identification Number (UDIN) be valid as proof for bidder's financial eligibility.	
5.	Pg 09, clause 2.9 Eligibility Criteria, note on proof of eligibility, point ii	The bidder must submit a Reference letter or Completion certificate of services duly signed by the client of concerned project, describing the role of the consultant, area, extent, cost of the project, duration of the project, quality of services and status of the project, to establish its eligibility for each of the above technical criteria. In	Please confirm if self-certifications by Director/ Authorized signatories is valid as proof of eligibility.	It is general practice to consider Work Order or Contract Agreement with Payment Certificate certified from Auditor or self- certification from Director/Authorized representative as proof of eligibility. We request the cause to be updated as below: The bidder must submit a Reference letter or Completion certificate of services duly signed by the client of concerned project, describing the role of the consultant, area, extent, cost of the	RFP Condition prevails

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under

Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		<p>the absence of any such Reference letter/certificate, any other authorized document which will prove the completion with justification may be accepted by the SMP, Kolkata. Work Order or Contract Agreement with Payment Certificate certified from Auditor, or any documentary evidence which proves completion, or self-certification, if Client Completion Certificate not availablemay also be accepted subject to discretion of the Authority.</p> <p>The Managing Director of the consulting firm shall self-certify if the firm has done assignments on nondisclosure agreements. In such cases, broad details of the assignment have to be provided to ascertain relevance. However, if the bidder becomes a successful bidder, then the bidder has to produce the certifications, duly certified by the client or a Chartered Accountant. For all projects, contact details of Client like phone number, address and email address</p>		<p>project, duration of the project, quality of services and status of the project, to establish its eligibility for each of the above technical criteria. In the absence of any such Reference letter/certificate, any other authorized document which will prove the completion with justification may be accepted by the SMP, Kolkata. Work Order or Contract Agreement with Payment Certificate certified from Auditor, or any documentary evidence which proves completion, or self-certification, if Client Completion Certificate not availableshall be acceptable.</p> <p>Self-certification shall be provided by Managing Director/ Director/Authorized representative of the consulting firm. In such cases, broad details of the assignment have to be provided to ascertain relevance. However, if the bidder becomes a successful bidder, then the bidder has to produce the certifications, duly certified by the client or a Chartered Accountant. For all projects, contact details of Client like phone number, address and email address to be provided.</p>	

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		to be provided.			
6.	Pg 16, 2.21.9 Approach Methodology and Concept design, point b	Concept design covering overall vision and objective, broad Land Use Planning, placement of the project, Design Concepts, broadcast and recovery, implementation schedule and marketing strategy in the form of Drawings, Report, 3D view etc.		<p>While the concept at the proposal stage aids in the understanding of the bidder's vision, the masterplan design including cost and recovery, implementation schedule and marketing strategy, shall be developed by the successful bidder as part of the RFP scope.</p> <p>Hence, we request that the clause be amended as below: Concept design covering broad vision/ objective/ Land Use strategy, in the form of relevant supporting presentation etc.</p>	RFP Condition prevails
7.	Pg 18, Section 3, Evaluation of the Bids and Selection of the consultants, clause 3.1.3 (responsive proposal)	v. it is signed, sealed, bound together in hard cover and marked as stipulated in Clause 2.21.9;	Please confirm that the proposal submission is online only and there is no hardcopy submission requirement.	The hard copy submission requirement may please be removed.	No hardcopy submission only Online through Envida
8.	Pg 23, Section 3, Evaluation of the Bids and Selection of the consultants, clause 3.2 Award of the consultancy	3.2.3 The Key personnel as mentioned in the RFP shall not be replaced during assignment.		<p>For a project duration that goes beyond 12 to 18 months, it is difficult at the bidding stage to foresee attrition (which can be due to multiple reasons including geo-political, pandemic, health and other external factors). The present clause is very restrictive given the project duration and shall lead to unnecessary increase in proposed fee by the bidder. We suggest that substitution is agreed to be for "equally or better qualified" experienced personnel, kindly consider the clause to be revised as under:</p> <p>Kindly consider the clause be revised as under:</p>	<p>I. Substitution of Key Personnel: The Client will not normally consider substitutions except in cases of unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organization.</p> <p>(a) During the 1st year of the Contract, the Consultant may change a maximum of 1 Key Expert with the prior consent of the Client in accordance with the Contract and in such case; a replacement Key Expert</p>

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
				<p><i>At the time of signing of contract, all key personnel positions including team leader shall be either permanent full-time employees of the firm or have a dedicated full-time contract to work on this project. The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract, the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of 50 (fifty) percent of key personnel (considering equal weight for each key personnel) and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of 25 (twenty five) percent of Key Personnel would call for reduction of remuneration, which will not exceed 90 (ninety) percent of the remuneration agreed for the Original Key personnel. For Key Personnel replaced for the second time, the remuneration payable will not exceed 90 (ninety) percent of the remuneration which would have been payable for the first replaced personnel replaced for the remaining period."</i></p>	<p>shall have equal or better qualifications and experience as those of the originally proposed Key Expert.</p> <p>(b) During the 2nd year of the Contract, Consultant may change a maximum of 2 Key Experts with the prior consent of the Client in accordance with the Contract and in such case; a replacement Key Expert shall have equal or better qualifications and experience as those of the existing Key Expert.</p> <p>However, after award of contract, the Client expects all of the proposed key personnel to be available during implementation of the contract.</p>
9.	Pg 23, Section 3, Evaluation of the Bids and Selection of the consultants, clause 3.7 Reimbursable	B. (v) Fee for obtaining various approvals & NOC	Kindly clarify the clauses. While the bidder shall assist the client by providing support design reports, drawings, documents and make presentation in front of the requisite agency/ statutory bodies, it is our understanding that the client		The Consultant has to obtain all necessary approvals from any other Authority as may be required. SMPK to facilitate.

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
	expenses AND Pg 44, 6.1 Time & Stage	AND Note: (ii) The consultant shall also be responsible for obtaining all necessary approvals from any authority as may be required for the Master Plan and DPRs.	shall be responsible of all statutory approvals. Pls clarify and confirm.		
10	Pg 02, Section 1 INTRODUCTION Pg 47, APPENDIX – II Consultant's Key Personnels'	SMP, Kolkata had already appointed a consultant for preparation of the Port Master Plan for both Kolkata Dock System and Haldia Dock Complex to study the potential hinterland for the purpose of movement of EXIM and Coastal Cargo to and from HDC and KDS separately. Port sector Expert He/She shall be responsible for developing the vision for Port development and formulate strategies for	Please clarify the status of completion of work of the consultant appointed for Port Master Plan for Kolkata Dock System and Haldia Dock. Please confirm that the bidder's scope is limited to integration of the Port Master plan (done by client appointed Port consultant) and aligning the overall vision during the Component I stage (Formulating Vision, Strategy and Concept Master Plan for approx. 4122 acres $\pm 20\%$ of SMP)	We request that the scope of work of the mentioned port consultant appointed by client is shared for better clarity and to avoid duplication.	Port Master Plan is a separate and different project and the scope of that assignment is excluded under this RFP.

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
	5.1.2 Stage-II: Study of existing situation	<p>development of Port and Port Allied areas. Identification of land required for Port & Port allied areas to sustain the growth of future Port activities.</p> <p>ii. Study of existing Kolkata & Haldia Port functions & future projections</p> <ul style="list-style-type: none"> - Study of existing & projected Traffic condition & cargo volume -Study of existing & projected freight movement -Study of existing & projected port operations -Study of port master plan 	<p>Please confirm if the bidder's role shall be limited to the review of the study conducted by the client appointed consultant for Port Master Plan for Kolkata Dock System and Haldia Dock.</p> <p>It is our understanding that no additional surveys and any changes/revisions/additions to Port Master Plan (by client appointed consultant) are excluded from Bidder scope of work. Kindly confirm.</p>		
11	Pg 46, Appendix II, Consultant's Key Personnels'	<p>Program cum Strategic Management Expert (Team Leader)</p> <p>AND</p> <p>Urban & Regional Planner (Deputy Team Leader)</p> <p>He/She shall supervise and</p>	<p>Kindly clarify the clause. While the bidder shall assist the client by providing support design reports, drawings, documents and make presentation in front of the requisite agency/ statutory bodies, it is our understanding that the client shall be responsible of all statutory approvals. Pls clarify and confirm.</p>	NA	RFP condition prevails

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		monitor all approval processes required for the project by liasoning with different agencies and authorities.			
12	Pg 46, Appendix II, Consultant's Key Personnels'	<i>As provided</i>	<p>The following key personnel are required for both Component I and II stages: Urban & Regional Planner (Associate Team Leader); Urban Designer (International); Infrastructure Expert; Financial cum Economic Expert; Urban Mobility Expert. It is our understanding that for all stages of work, the same personal CV can be used. Kindly confirm.</p> <p>It is our understanding that the position of Program cum Strategic Management Expert(Team Leader) shall be for the entire duration of the project. Kindly confirm.</p>		Yes
13	Pg 41, RFP, 5.3 Component III: Transaction Advisory &	vii. Periodic Supervision during Implementation: A total of 24 visits to see that	It is our understanding that the bidder's team personnel engaged on the project and their project related travels shall be		<p>RFP Condition prevails.</p> <p>Pg 41, RFP, 5.3 Component III: Transaction Advisory &</p>

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
	Program/Project Management support Pg 14, 2.21.7. Financial Proposal	<p>the work is carried out as per the approved drawings and designs are envisaged during the Project Implementation period. In case the SMP, Kolkata desires to have more than 24 visits the consultant will be paid as per actual bills for lodging, boarding and local travel upto a ceiling of Rs. 10,000/- per diem per person and the economy class Air Travel of the person visiting will be reimbursed. These visits shall be in addition to the visits required for completion of planning and design stage.</p> <p>i. 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, specified surveys, geo-technical investigations, if required</p>	<p>paid as per actual bills for lodging, boarding and local travel upto a ceiling of Rs. 10,000/- per diem per person and the economy class Air Travel of the person visiting will be reimbursed. Kindly confirm.</p> <p>While clause 5.3 mentions that all personnel travel including economy class airfare shall be paid as per actual bills, clauses 2,21.7 mentions that these shall be included in the bidder's fee proposal. Kindly confirm which to follow.</p>		<p>Program/Project Management support is applicable only for Periodic Supervision during Implementation.</p> <p>Pg 14, 2.21.7. &Pg 16, 2.21.10. Financial Proposal is for overall project for which no reimbursement from SMPK.</p>

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
	Pg 16, 2.21.10. Financial Proposal	<p>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.</p> <p>This Financial offer shall be inclusive of all taxes, incidentals, overheads, travelling expenses, remuneration to all the personnel, accommodation, air fare, equipment, surveys prescribed in this document, site visits, printing and binding of reports and hard copies of documents for each stages/ package, expenditure related to presentations to be made during the execution of assignment, sundries and all other expenditure for successful completion of the services as per "Terms of Reference", enclosed as APPENDIX-I to the Proposal</p>			

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		Document and also the tasks the consultant may think should be carried out in order to meet the objectives of the assignment.			
14	Pg 10, RFP	Urban Designer (International) Bachelor Degree in Architecture with Post graduation in Urban Design with overall 10 years of experience of which international experience of minimum 5 years' in urban design along with experience of undertaking atleast 2 projects involving mixed use design of waterfront of 1km stretch and public space of minimum 100 acres area outside India.	Kindly confirm. Can the bidder engage personnel with international experience who may be or may not be operating from India?		Yes

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
15	Pg 24, Section 3, EVALUATION OF THE BIDS AND SELECTION OF THE CONSULTANTS Clause 3.1.6	Technical Evaluation- SECTION B- Relevant Experience of the key personnel Urban Designer (International) If the key person fulfils the Minimum Qualification Criteria prescribed in “Key Personnel Table”, 2 marks will be allotted. The additional 1.5 marks will be allotted for every additional experience of international waterfront mixed use development project of equal area as mentioned in “Key Personnel Table”.(total of 8 marks)		We suggest that the evaluation criteria may please be revised as under: Urban Designer (International) (total of 8 marks) If the key person fulfils the Minimum Qualification Criteria prescribed in “Key Personnel Table”, 3 marks will be allotted. The additional 1 mark will be allotted for every additional experience of international waterfront mixed use development project (up to a maximum of 03 projects)of equal area as mentioned in “Key Personnel Table”,. Additional 2 marks shall be allocated in case of international expatriate personnel CV (total of 8 marks)	RFP Condition prevails.
16	Pg 27, Section 5 APPENDIX- I TERMS OF REFERENCE (TOR), 5.1 Component I: Formulating Vision, Strategy and Concept Master Plan for approx. 4122	Task Overview b. Strategic Plan: Basis micro-market, demand gap assessment, cargo profile and market trends – type of assets, space allocation, phasing, sectors to target, type of sub sector value proposition to be developed to attract investors. Framing	Please confirm if the bidder’s role shall be limited to the review of the study conducted by the client appointed consultant for Port Master Plan for Kolkata Dock System and Haldia Dock. It is our understanding that no additional surveys and any changes/revisions/additions to		Yes only secondary study of Port Master Plan.

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
	acres ($\pm 20\%$) of SMP, Kolkata land -	guidelines for land development in alignment with the Vision & Land Policy Guideline.	Port Master Plan (by client appointed consultant) are excluded from Bidder scope of work. Kindly confirm.		
17	Pg 32, Pg 34 Section 5 APPENDIX- I TERMS OF REFERENCE (TOR), 5.2 Component II	Heritage conservation plan Mapping of all heritage structures within the project area and identification of conservation and restoration proposals of the same.	It is our understanding that while the bidder shall integrate and align with the recommendations of such completed heritage studies/ conservation plans (completed by others and available with the client), no additional work for heritage conservation shall be undertaken by them. Kindly confirm. Kindly clarify/provide location of any existing heritage structures within the project boundary that are protected under the ASI or grade I/II/III structures for our reference.		Yes. No ASI structure present.
18	Pg 33 of RFP	5.2.1 Preparation of draft Detailed Master Plan for 429 acres ($\pm 20\%$) of Kolkata Port Township Complex- I	In the task 2 of Detail Master plan, detail design of roads is included, but it is unclear whether detailing of any other structures including bridges etc. are required. Kindly clarify. It is our understanding that market base and catchment studies for estimating traffic attraction shall be provided by		If the Master Plan includes proposal for new bridges then detailing will be needed. Market base and catchment studies for estimating traffic to be conducted by Bidder. Any freight related project being planned either by Ministry of Shipping or by Railways to be collected by Bidder during project inception.

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
			<p>client. Please confirm</p> <p>Kindly provide information regarding any freight related project being planned either by Ministry of Shipping or by Railways.</p>		
19	Pg 42, RFP, Clause 5.5 Approvals and Statutory requirements	e) Consultant has to obtain required EIA and Environmental clearance under the project	<p>As per our understanding the project assignment involves assistance in obtaining EC for all Township related developments (under 4 clusters) under the Kolkata Dock only and the Haldia Dock is excluded. Please clarify.</p> <p>Kindly confirm that the bidder shall provide assistance in preparation of single EIA report for this assignment and separate EIA reports for sub-projects shall not be required.</p>	We suggest that while requisite support shall be provided by the Bidder in order to procure the EC. However, the ultimate responsibility should rest on the Client.	Only Kolkata Dock System included. RFP Condition prevails.
20	NA	NA	<p>It is our understanding that there will be no cargo handling capacity expansion / construction of any new riverine structures e.g. jetty in the port area of Haldia and Kolkata. Kindly confirm.</p> <p>Please indicate approximate expected area of expansion (acre) or estimated built-up area (sq m) for any such</p>	NA	May be obtained from Port Master Plan to be shared post selection of consultant.

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
			development.		
21	NA	NA	It is our understanding that there shall be no development in Haldia and the assignment shall not require CRZ clearance. Please confirm if river bathymetry data is available.	NA	No. Bathymetry data available.
22	Section 5 (Appendix I), page 33-48	NA	It is our understanding that for the project, climate change and flood risk assessment has been conducted and the report would be made available. Kindly confirm.	NA	No
23	NA	NA	Please confirm duration in man-months (MM) of engagement of for Non-Key Expert positions e.g. Environment and Social	NA	Duration to be decided by Bidder.
24	Page 40, Section 5.3 Pg 2, Section 1 Introduction	Preparation of Draft Strategy and Concept Master Plan Also, SMP, Kolkata is currently undergoing implementation of Land Records Modernisation Programme involving survey/resurvey of land using drone, computerization of land records, digitization of maps and integration of all these	It is our understanding that all authenticated land record and ownership maps and drawings shall be available to the bidder at the commencement of the project. Kindly confirm. In order for the Bidder to assess the efforts required for identifying assistance in preparing the strategy for relocation and resettlement, we request that details of encroachment and unauthorized tenants (e.g. No. of settlements/dwelling units) are		Yes.

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		into a seamless system with the ultimate goal of ushering in the system of conclusive titles with title guarantee through a consultant.	shared in a proper map.		
25	Pg 40, TERMS OF REFERENCE (TOR), Clause 5.2.3 Finalisation of the Detailed Master Plan for 429 acres ($\pm 20\%$) of Kolkata Port Township Complex- I :	Third Party Validation: The DPRs including the detailed designs & calculations, Structural Drawings, Cost estimate, GAD, GFC etc. shall be validated by the Third Party as decided by SMP, Kolkata at the cost of SMP, Kolkata. It will be the responsibility of the Consultant to provide all necessary cooperation to the Third Party in obtaining their approvals	It is our understanding that the said third party shall be directly engaged by SMP. Kindly confirm that consultant shall not be responsible for obtaining Third Party approvals.	Based on our experience of working on similar projects, it is our recommendation that support required for 3 rd party validation can be part of scope of work of consultant but getting relevant approvals shall not be the responsibility of the consultant.	RFP Condition prevails.
26	Pg 132 RFP, Pre Bid GCC1.9.1	Liquidated Damages for error/ variation: 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	NA	Based upon our experience of working on multiple master planning & PMC projects for multiple Government Clients, we observe that the max cap on error variation of 50% is unusually high. It is our sincere request to modify this to 10%. This is a standard market practice. Also, it is to be noted that there would be multiple projects/sub-projects within the same site. Hence, even if there is an error in one such project – penalizing the consultant for the entire agreement value is not a market practice. It should be 10% for that particular project value only and not for the entire agreement value.	GCC prevails.

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty percent) of the Agreement Value.		Kindly modify the clause as under: Liquidated Damages for error/ variation: 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 10% (ten percent) of the Agreement Value.	
27	Pg 44, clause 6.1 Time & Stage Payment Schedule:	Note: (ii) The Payment at each stage shall be released only after the approval or sanction of the Submittals from the competent authority at SMP, Kolkata. However, on request from consultant, SMP, Kolkata may release 60% of the payable fees of the concerned stage immediately after the submissions without waiting for the approval or sanction provided the submission should reasonably cover all the aspect of the concerned stage. The consultant shall also be responsible for obtaining all necessary	Please confirm competent authority at SMP, Kolkata refers to client's personnel/ technical personnel.	While the bidder shall provide all assistance in	SMPK.

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		approvals from any authority as may be required for the Master Plan and DPRs.		obtaining necessary approvals from authority, statutory approvals is the responsibility of the client. We request that this point be deleted.	RFP Condition prevails.
28	Pg 80, FORM-11 Affidavit of Correct Information	...With reference to the documents submitted to SMP, Kolkata, we hereby undertake that other than the details provided under RFP Submission, we have no dispute/ litigation/ legal proceedings against any of our clients, in any of our projects other than the listed which may adversely impact or hinder our ability to perform services on the project under this Agreement.		Kindly modify the clause as under: ...With reference to the documents submitted to SMP, Kolkata, we hereby undertake that other than the details provided under RFP Submission, we have no dispute/ litigation/ legal proceedings against any of our clients, in any of our projects other than the listed which may adversely impact or hinder our ability to perform services on the project under this Agreement.	RFP Condition prevails.
29	Pg 132, RFP, Pre Bid GCC1.8.2 Dispute Settlement	While invoking arbitration the contractor shall give a list of disputes with amounts in respect of each dispute along with the notice for appointment of Arbitrator.		We request that the word “contractor” to be substituted by “Consultant”. <i>While invoking arbitration the consultant shall give a list of disputes with amounts in respect of each dispute along with the notice for appointment of Arbitrator.</i> We recommend that this clause be deleted.	“Contractor” to be substituted by “Consultant”.

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		If the Consultant does not make any demand for appointment of Arbitrator in respect of any claims in writing as aforesaid within 180 days of receiving the intimation from Engineer-in-Charge that final bill is ready for payment, the claim of Consultant shall be deemed to have been waived and absolutely barred and the Employer shall be discharged and absolved of all liabilities under the contract...			GCC prevails
30	NA	NA	NA	<p>We recommend the inclusion of the below clause for third party reliance.</p> <p><i>"This Agreement shall not create any rights or benefits to parties other than the Client and the Consultant. The Client must not in any way (directly or indirectly) provide, allow or enable the Consultant's documents to be included or referred to in any written material or relied upon by any third party. No party other than the Client shall have the right to rely on the Consultant's documents rendered in connection with the Works. The Client shall indemnify and hold harmless the Consultant in respect of any claim or loss claimed whether in contract, tort or by statute, by any third party in respect of use or reliance on any of the Consultant's documents or</i></p>	Not accepted

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
				<p><i>opinions.</i></p> <p><i>The Consultant shall not, through any act or omission, be taken to have waived any rights under this clause, unless the waiver is specifically agreed in writing."</i></p>	
31	NA	NA	NA	<p>Since the consultant team is required to undertake site visits and well as be deputed at site between T+12to T+24 months, we recommend the inclusion of the below clause for safety.</p> <p><i>"Notwithstanding anything contained in this Agreement, in the event of Consultant's personnel visiting the site to which the Services relate, they shall be regarded for all purposes as being Client's consultants and shall not, under any circumstance, be deemed to have assumed the role of occupier or otherwise to have assumed control of or responsibility for the Site or any persons on it. Client shall maintain a safe workplace and environment at the Site which is as per the applicable laws and a failure to do so shall be regarded as a material breach of the client's obligation under this Agreement."</i></p>	Not accepted
32	Pg 32, ii. Preparation of Feasibility reports/DPR &	f) All the legal documents shall be vetted/validated by the legal expert at the cost of the Consultant.	Kindly clarify which documents are required for vetting by legal expert.	For this unclear scope of legal support, it will be difficult to estimate fee proposal component by the bidder. We recommend any such support be	RFP Condition prevails.

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
	Tender documents:			removed from the present RFP scope.	
33	5.3 Component III: Transaction Advisory & Program/Project Management support -	v. Stakeholder Management: Conducting Public participation workshops and consultations during the entire project period. PMU shall assist SMPK for dealing with the Arbitration cases, if any, for contracts entered between SMPK and various agencies. PMU will prepare claims/ counter claims, attend hearings and provide all necessary assistance to the Arbitrator till final settlement of disputes which shall be as per PMU's own procedures by following Arbitration & Conciliation Act 1996.		<p>Please distinguish between PMU and Transaction advisory scope component. We recommend that the clause be amended as below:</p> <p>Further, as a general practice, Transaction advisory services do not involve client assistance for claims/counter claims and dealing with arbitration cases.</p> <p>We request that the client appoint a separate legal consultant to facilitate this requirement and remove this from the present RFP scope.</p>	RFP Condition prevails.
34	Pg. No. 3 DATA SHEET	Sr. No. – 10 Bid Security	<p>In comparison to our estimated project cost, we realise that Bid security value is on higher side (calculated based on general norms) This will put much pressure on the potential bidder.</p> <p>We request the authorities to please revise the Bid Security value.</p> <p>Our above query may please be clarified.</p>	-	RFP Condition prevails.

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under

Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
35	Pg. No. 15 2.9 ELIGIBILITY CRITERIA (ii) Financial Eligibility criteria:	The Bidder or the Consortium should have gross average annual turnover from consultancy services of Rs. 250 crores (2500 million) in each of last three financial years FY 2019-20, FY 2020-21 and FY 2021-22. In case of consortium the Lead member should have average annual turnover from consultancy in each of the last three financial years i.e. FY 2019-20, FY 2020-21 and FY 2021-22 of minimum Rs. 100 Crores (1000 million). For the purpose of evaluation, Lead member having comparatively larger revenues from advisory or consultancy shall be given added weightage.	We request the authorities to please modify the given criteria as the Bidder or the Consortium should have combined average annual turnover from consultancy services of Rs. 150 crores (1500 million) in each of last three financial years FY 2019-20, FY 2020-21 and FY 2021-22. Our above query may please be clarified.	-	RFP Condition prevails.
36	Pg. No. 15 2.9 ELIGIBILITY CRITERIA (ii) Financial Eligibility criteria:	In case of consortium the Lead member should have average annual turnover from consultancy in each of the last three financial years i.e. FY 2019-20, FY 2020-21 and FY 2021-22 of minimum Rs. 100 Crores (1000 Million).	We request the authorities to please modify the given criteria as - In case of consortium the Lead member should have average annual turnover from consultancy in each of the last three financial years i.e., FY 2019-20, FY 2020-21 and FY 2021-22 of minimum Rs. 50 Crores (500 Million). Our above query may please be	-	RFP Condition prevails.

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
37	Pg. No. 26 3.1.6 Technical Evaluation: Criteria: 3 Category C: Transaction & PPP Experience	For One additional successful transaction & PPP project for any Port Authority of at least Rs 500 Crore, additional 1 mark shall be awarded.	clarified. As the opportunity mainly depends on the transaction & PPP project (in Real Estate/ Urban sector) We request you to kindly remove this clause: For One additional successful transaction & PPP project for any Port Authority of at least Rs 500 Crore, additional 1 mark shall be awarded.	-	RFP Condition prevails.
38	Pg. No. 47,48 As per RFP: Appendix – II, Consultant's key personnel	Bachelor's Degree in civil engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 15 years' experience with an experience of Implementation, Planning and Facilitation of projects with minimum area of 100 acres in India.	We request you to please modify criteria as Qualification of Infrastructure Expert: Bachelor's Degree in civil engineering with Post graduation in Public Health Engineering/Environmental Engineering/Infrastructure Planning/master's in urban planning/ Masters in any Civil Engineering / with minimum of 09 years' experience with an experience of Implementation, Planning and Facilitation of projects with minimum area of 100 acres in India. Our above query may please be clarified.	-	RFP Condition prevails.
39	2.9 ELIGIBILITY CRITERIA (ii) Financial	The Bidder or the Consortium should have gross average annual turnover from consultancy	We request you to please modify criteria as The Bidder or the Consortium should have combined average	JV is permitted and a combined turnover criterion should be considered for JV evaluation	RFP Condition prevails.

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
	Eligibility criteria: Page no – 15	services of Rs. 250 crores (2500 Million) in each of last three financial years FY 2019-20, FY 2020-21 and FY 2021-22. In case of consortium the Lead member should have average annual turnover from consultancy in each of the last three financial years i.e. FY 2019-20, FY 2020-21 and FY 2021-22 of minimum Rs. 100 Crores (1000 Million). For the purpose of evaluation, Lead member having comparatively larger revenues from advisory or consultancy shall be given added weightage.	annual turnover from consultancy services of Rs. 250 crores (2500 Million) in each of last three financial years FY 2019-20, FY 2020-21 and FY 2021-22. Remove any criteria for Lead bidder.		
40	3.1.6 Technical Evaluation: Criteria: Page no –26 3 Category C: Transaction & PPP Experience	For One additional successful transaction & PPP project for any Port Authority of at least Rs 500 Crore, additional 1 mark shall be awarded.	Kindly remove this clause: For One additional successful transaction & PPP project for any Port Authority of at least Rs 500 Crore, additional 1 mark shall be awarded.	As this is basically a master planning assignment and port related activities are very less.	RFP Condition prevails.
41	(as per RFP: Appendix – II, Consultant's key personnel	Qualification of Infrastructure Expert: Bachelor Degree in Civil	We request you to please modify criteria as Qualification of Infrastructure Expert: Bachelor Degree in Civil		RFP Condition prevails.

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
	(under page no. 47 & 48)	Engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 15 years' experience with an experience of Implementation, Planning and Facilitation of projects with minimum area of 100 acres in India.	Engineering with Post graduation in Public Health Engineering/Environmental Engineering/Infrastructure Planning/Masters in Urban Planning/ Masters in any Civil Engineering / with minimum of 09 years' experience with an experience of Implementation, Planning and Facilitation of projects with minimum area of 100 acres in India.		
42	Section 5 Component II: Preparation of Feasibility report/DPR & Tender Documents Pg No. 46	Preparation of Feasibility reports/ DPR & Tender documents: In order to implement the various land development or infrastructure projects as will be identified in Detailed Master Plan the followings shall be prepared including: e) Prepare standard bid documents for procurement of EPC contracts	We understand the scope of consultant is limited to preparation of standard tender document for various works identified as part of the master plan. The Consultant is not required to undertake the bid process and/or act as master consultant for procurement or act as authority engineer responsible for monitoring of such works. Please confirm our understanding.		Yes confirmed
43	Appendix II Expert Personnel required for Part-I Concept & Strategic Plan	Program cum Strategic Management Expert (Team Leader): MBA or equivalent with minimum of 15 years of experience and should have led at least one project in either category C or D as	We request you to relax the eligibility criteria for minimum years of experience to 12 years.		RFP Condition prevails.

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
	for 4122 acres (±20%) Pg No. 46	defined in the eligible assignments, similar strategy project for urban development and large scale infrastructure projects. International experience will be preferred.			
44	Appendix II Consultant's Key Personnel Pg No. 47	Qualification Criteria of Financial cum Economic Expert: MBA (Finance) or CA or Masters in Economics and Bachelors in relevant field with 10 years of relevant experience of Financial Analysis/ financial structuring/ appraisal of similar development project. Experience of working on market analysis and product mix and conducting surveys. Experience of infrastructure projects/ program of similar nature in the field of Infrastructure Finance and PPP Projects would be added advantage. He / She should have worked as a Financial Expert for at least 2 (two) Eligible Assignments. Experience of working under the Eligible Assignments under Categories A, B & C will be evaluated.	As the Financial cum Economic Expert may not have experience in Category A (Category A: Master Planning Experience), We request Authority to consider projects under Category B: Strategic Advisory Experience, Category C: Transaction & PPP Experience and Category D: Program /Project Management Unit (PMU) experience. Kindly consider.		RFP Condition prevails.

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
45	Appendix II Expert Personnel required for Part-I Concept & Strategic Plan for 4122 acres (±20%) Pg No. 48	Qualification Criteria of Infrastructure Expert: Bachelor's Degree in civil engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 15 years' experience with an experience of Implementation, Planning and Facilitation of projects with minimum area of 100 acres in India.	We request you to consider M. Engg. (Urban Engineering) as equivalent to Post graduation in Public Health Engineering/ Infrastructure Planning. Please clarify the requisite number of projects to meet minimum eligibility criteria. We understand that experience of at least 1 project with respect to Implementation, Planning and Facilitation of minimum area of 100 acres in India, will be adequate for being considered eligible for the position. Please clarify		RFP Condition prevails.
46	Appendix II Expert Personnel required for Part-I Concept & Strategic Plan for 4122 acres (±20%) Pg No. 47	Qualification Criteria of Transaction Cum PPP expert: MBA (finance)/ any equivalent Post Graduation with 15 years' experience in PPP projects and should have completed atleast two projects of Rs 500 cr (Rs 5000 million) for central /federal /state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) in India or abroad as defined in category C of	We understand that Category C projects for any port authority and other non-port client will be considered equivalent from the perspective of allocating marks for this position. Please Clarify.		RFP Condition prevails.

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		eligible assignments			
47	Appendix II Expert Personnel required for Part-I Concept & Strategic Plan for 4122 acres (±20%) Pg No. 47	Qualification Criteria of Real Estate Expert: MBA or CA or any Post Graduate with 10 years' experience in Marketing Real Estate Projects and should have transacted minimum one Projects of Rs. 100 Crores (Rs 1000 million).	We request you to relax the qualification criteria as follows: MBA or CA or any Post Graduate with 10 years' experience in Marketing Real Estate Projects and should have transacted minimum one Project of INR 50 crores		RFP Condition prevails.
48	Appendix II Expert Personnel required for Part-II Detailed Master Planning Pg No. 49	Other non- key personnel pool: Pen profile will be shared but no evaluation will be done.	Please provide details of pen profile template.		Any standard format may be used.
49	Appendix-II Consultant's KeyPersonnels' Pg. No. 46 to 50	<ul style="list-style-type: none"> Expert Personnel required for Part-I Concept & Strategic Plan for 4122 acres (±20%) (T+8 months) Expert Personnel required for Part- II Detailed Master Planning for 429 acres (±20%) of Township 	For Part-I, Part-II and Part-III, wherever the positions specified are common, we understand that the same resources can be used. Please confirm		Yes

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		Redevelopment area (T5 to T+12 months) Expert Personnel required for Part- III Transaction Advisory & Program Support and Management for implementation of 429 acres ($\pm 20\%$) of Kolkata Port Township Complex-I (T+12 to T+24 months):			
50	Section 1 Background Pg No. 2	Also, SMP, Kolkata is currently undergoing implementation of Land Records Modernisation Programme involving survey/resurvey of land using drone, computerization of land records, digitization of maps and integration of all these into a seamless system with the ultimate goal of ushering in the system of conclusive titles with title guarantee through a consultant.	We request you to kindly make available the relevant reports/plan /drawings to the Consultants		Will be made available to successful bidder
51	Section 1	SMP, Kolkata had already appointed a consultant	We request you to kindly make available the relevant		Will be made available to successful bidder

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
	Background Pg No. 2	for preparation of the Port Master Plan for both Kolkata Dock System and Haldia Dock Complex to study the potential hinterland for the purpose of movement of EXIM and Coastal Cargo to and from HDC and KDS separately.	reports/plan /drawings to the Consultants		
52	Section 1 Project Pg No. 2 & 3	(iii) Township Area – all area which is not in the above two categories. This area can be developed as a Township and monetized by the Port, as well as provide for the real estate demands of neighboring city/town. This policy aims to resolve all the existing issues on the lands such as unauthorized breaches, encroachments, transfers, litigations, etc. In respect of KDS, the land outside the Custom bonded area or not under port's own use has the potential to	Request you to kindly provide the area statement for the renewal area and rehabilitation area Also, request you to kindly provide a map indicating the redevelopment area, renewal area and rehabilitation area.		Demarcation of redevelopment area, renewal area and rehabilitation areas included within the scope of the consultant. SMPK has not done any demarcation.

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		<p>be developed and monetized by the Port. This Township area is to be further divided into: a. Redevelopment Area: Area of Township Land which will be redeveloped on Smart GreenCity principles</p> <p>b. Renewal Area: Renewal of leases and licenses to existing lessees/licensees in Non-Redevelopment Areas c. Rehabilitation Area: Area which will be used for rehabilitation of existing slums, unauthorisedtenants, encroachments etc. from redevelopment area</p>			
53	Section 1 Scope of work Pg No. 4	PMU will have to interact with all the stakeholders and authorities to obtain their consensus for approval of the Plans at various stages and quick implementation of the project.	We understand that the Client will facilitate the Process of obtaining approvals from competentAuthorities		Yes
54	Section 3:	3.1.8.1 QCBS procedure	As the project has been		RFP Condition prevails

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
	Evaluation of the bids and selection of the consultants Sub section 3.1.8: Selection and Award of the Consultancy: Pg. No. 23	shall be adopted with 70% weightage to Technical and 30% weightage to the Financial bid quoted as per the Formula mentioned in clause 3.1.9 below..	emphasizing on consultant for some of the very critical aspects of the project, we request you Authority to consider the weightage for Technical Proposal and Financial Proposal as 80% and 20% respectively. Kindly consider.		
55	Section 2: Instructions to Bidders 2.21.12 & 2.2.13 Pg No. 17	Any Proposal after 1500 hours IST on 30.06.2021 (Proposal Due Date) shall not be accepted.	Kindly confirm the date of submission of proposal.		As per Corrigendum II
56	Section 3: Evaluation of the bids and selection of the consultants 3.1.6.1 Pg. No. 19	Category-C: Transaction & PPP Experience (a) The bidder should have experience of Transaction Advisory for one large scale PPP infrastructure project with project cost of at least Rs 500 Crore for central/ federal/ state/ local/ other	<ul style="list-style-type: none"> We understand that experience in one project will be sufficient to meet the minimum eligibility criteria. Please Confirm. We will request if the additional marks can also be provided for transaction advisory experience of Rs 500 		Yes. RFP Condition prevails.

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) in India or abroad. Transaction advisory project involving project marketing, preparation of project revenue models, in infrastructure sector on PPP or other forms of private sector participation for large scale integrated land development infrastructure projects (land monetization/ Mixed Use development projects, transportation sector (airport development/ inland waterways /roads /highways) and/or integrated urban transport, tourism related infrastructure projects, port led land development)* in last 10 years till Proposal	<p>Crores only</p> <ul style="list-style-type: none"> As there are limited number of successful transaction & PPP project for a port authority, we will request if the marks can be considered for the transaction of the infrastructure projects (land monetization/ Mixed Use development projects, transportation sector (airport development/ inland waterways /roads /highways) 		

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		<p>Due Date. The experience of the consortium Member if any can be shall be considered. The term “Marketing” means the entire process of marketing policy formulation, identification of Investor, and all legal documentation till final agreement.</p> <p>2 marks for meeting the minimum eligibility criteria. For each successful additional infrastructure transaction project with a cost of at least Rs 1,000 Crore shall be awarded 0.5 mark each upto a maximum of 2 marks. For One additional successful transaction & PPP project for any Port Authority of at least Rs 500 Crore, additional 1</p>			

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		mark shall be awarded			
57	Section 3: Evaluation of the bids and selection of the consultants 3.1.6.1 Pg. No. 19& 20	Category D: Program /Project Management Unit (PMU) experience <ul style="list-style-type: none"> The bidder should have experience of projects related to program/project management assignment including PDMC projects executed under Smart City mission for a central/ federal/ state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) in India or abroad, involving activities such as review or preparation of Detailed Project Reports (majorly involving technical design, cost 	<ul style="list-style-type: none"> We will request, if the assignment fees can be made consistently as 2 Crores for all projects. 		RFP Condition prevails.

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		estimation) / Feasibility Studies (majorly involving market demand assessment, financial Viability assessment), overall monitoring and/or evaluation of project implementation / contract management, overall implementation handholding, stakeholder management, support in facilitating regulatory aspects for large scale infrastructure projects with assignment fee value of at least INR 5 Crore within last 10 years till Proposal Due Date.			
58	Section 3: Evaluation of the bids and	Program /Project Management Unit (PMU) experience:	<ul style="list-style-type: none"> We understand that experience in one project will be sufficient to meet the minimum 		Yes

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
	selection of the consultants Category B Pg. No. 20	Experience of projects related to program/project management assignment including PDMC projects executed under Smart City mission for a central/ federal/ state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) in India or abroad, involving activities such as review or preparation of Detailed Project Reports (majorly involving technical design, cost estimation) / Feasibility Studies (majorly involving market demand assessment, financial Viability assessment), overall monitoring and/or evaluation of project implementation / contract management, overall implementation handholding, stakeholder management, support in facilitating regulatory	eligibility criteria.Please Confirm.		

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		aspects for large scale infrastructure projects with assignment fee value of at least INR 5 Crore within last 10 years till Proposal Due Date.			
59	Section 3: Evaluation of the bids and selection of the consultants 3.1.6 Technical Evaluation Pg. No. 20	Qualifying criteria for Category B projects: The bidder should experience in devising strategy for Vision & Strategic planning, Real estate development strategy, Business plan involving Investment planning, Diversification strategy, growth strategy etc. for large scale infrastructure or land development projects having a single project of value at least Rs. 2 Crores for central/ federal/ state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) during last 10 years in India or abroad till Proposal Due Date. The	We request you to relax the threshold criteria of project value from INR 2 crore to INR 1 crore. Alternatively, inflation adjusted present value may be considered for projects that are more than 3 years and less than 10 years old. For instance, a project delivered in 2015 with value of INR 1.5 crores may be considered eligible as the present inflation adjusted value in 2022 will be more than INR 2 crores (assuming fixed inflation of 6% annually)		RFP Condition prevails.

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

[illegible]

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		ADB, GIZ, JICA, etc.) during last 10 years in India or abroad till Proposal Due Date.			
61	Section 3: Evaluation of the bids and selection of the consultants 3.1.6.1 Pg. No. 21	Program cum Strategic Management Expert-Team Leader: Total marks 10 If the key person fulfils the minimum Qualification Criteria prescribed in "Key Personnel Table", 4 marks will be allotted and should have led at least one project in either category C or D as defined in the eligible assignments. 2 marks per project will be allotted to a maximum of 10 marks. International experience will be preferred.	Kindly specify the nature of projects which are required for getting 2 marks per projects beyond the minimum qualification criteria.		either category C or D
62	Section 3: Evaluation of the bids and	Urban Designer (International)	We understand that a person of Indian origin with experience in multiple countries (more than two)		Yes

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
	selection of the consultants 3.1.6.1 Pg. No. 21		will also be considered as International expert. Kindly confirm		
63	Section 3: Evaluation of the bids and selection of the consultants 3.1.6.1 Sr. No. 6,7,8 & 9 Pg. No. 22	<ul style="list-style-type: none"> • Infrastructure Expert • Transaction cum PPP Expert • Urban Mobility Expert • Port Sector Expert 	We understand that each of these experts carries two marks. Kindly confirm		Yes
64	Section 2 Financial Proposal Pg. No. 16	<ul style="list-style-type: none"> • The rates quoted shall be firm throughout the period of performance of the assignment upto discharge of all obligations of the Consultant under the Agreement 	Request for inclusion of yearly escalation clause of 10% per annum		RFP Condition prevails
65	Form 13 POA Pg. No. 82	<ul style="list-style-type: none"> • Power of Attorney in the prescribed format Form 13 	We understand that a copy of company board resolution (Power of Attorney) in the name of the authorized person will suffice the		Power of Attorney to be submitted in prescribed format

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
			requirement. Please confirm.		
66	Section 2.10 Conflict of Interest Pg. No. 17	The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of SMP, Kolkata	We would like to highlight that at this stage the nature of the projects cannot be ascertained. We propose that the condition may be limited to the proposed team.		RFP Condition prevails
67	NA	NA	In line with the accepted industry practice, we understand that Consultant shall not be liable for any losses or damages arising from or in relation to this Agreement, for an aggregate amount in excess of the fees paid by the Client to the Consultant. Accordingly, we may include a provision to the same effect in the Conditions of the Contract		Not accepted
68	NA	• NA	In line with the accepted industry practice, the Client		Not accepted

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
			<p>shall indemnify and hold harmless the Consultant for all losses, claims, expenses, damages, liabilities arising in connection with any third party claim in relation to or pursuant to the Agreement or the services.</p> <p>Accordingly, we may include a provision to the same effect in the Conditions of the Contract</p>		
69	NA	<ul style="list-style-type: none"> NA 	In line with the accepted industry practice, we understand that the Client shall not disclose to any third party the advice, opinions, reports or other work product of the Consultant provided hereunder without the prior express written consent of the Consultant. Accordingly, we may include a provision to the same effect.		Not accepted
70	NA GCC	<p>1.2.9.3 Cessation of Rights and Obligations</p> <p>Upon termination of this</p>	We would like to submit that generally there is a sunset provision for confidentiality conditions may and		Not accepted

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
	120 of PDF	<p>Contract pursuant to Clause General Condition 1.2.2 or General Condition 1.2.9 hereof, or upon expiration of this Contract pursuant to Clause General Condition 1.2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except; ...</p> <p>ii) The obligation of confidentiality set forth in Clause</p> <ul style="list-style-type: none"> General Condition 1.3.3 hereof; <p>iii) Any right which a Party may have under the Applicable Law</p>	<p>perpetual confidentiality requirement not be tenable.</p> <p>Accordingly, we may include a provision to the same effect in the Conditions of the Contract</p>		
71	NA GCC 122 of PDF	<ul style="list-style-type: none"> 1.3.2 Conflict of Interests 	We would like to highlight that at this stage the nature of the projects cannot be ascertained. We propose that the condition may be limited to the proposed team.		GCC prevails
72	NA GCC	<p>1.3.4 Liability of the Consultant</p> <p>(ii) For any direct loss or</p>	As per the accepted practice in Consulting industry, the professional liability insurances are taken at the		GCC prevails

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
	123 of PDF	<p>damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder, or</p> <p>(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</p>	<p>taken at a firm level and are of much higher value.</p> <p>Thus, the liability of consultant shall not be lined with insurance proceeds and shall be limited to the fees that we receive under the Contract.</p> <p>Also, please confirm that the liability of the consultant in this clause 1.3.4 shall be limited to Agreement value.</p>		
73	NA GCC 125 of PDF	1.3.8 Documents Prepared by the Consultants to be the Property of Employer All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the	We propose that the Authority/Employer shall obtain a non-exclusive license to use within its internal business, subject to the other provisions of this Agreement, any deliverables/report or work product for the purpose for which the deliverables/report or work product were supplied.		GCC prevails

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		Employer, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents. The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.	<p>Consultant retains all rights in the deliverables/report and work product, and in any software, materials, know-how and/or methodologies that the Consultant may use or develop in connection with this Agreement. Without prejudice to the above, Authority shall continue to be owners of the information which belongs to Authority and provided by Authority to the Applicant for the purpose of this engagement.</p> <p>This shall be subject the payment of agreed fee.</p> <p>Request you to please consider the amendment.</p>		
74	NA GCC 132 of PDF	<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</p>	<p>We understand that the liquidated damages shall be applicable only in case of delay/errors solely and directly attributable to the Consultant.</p> <p>Please confirm</p>		GCC prevails

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		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			
75	2.9 ELIGIBILITY CRITERIA (ii) Financial Eligibility criteria; Page 9	The Bidder or the Consortium should have gross average annual turnover from consultancy services of Rs. 250 crores (2500 Million) in each of last three financial years FY 2019-20, FY 2020-21 and FY 2021-22.	Louis Berger, France Financial year start from January to December for the respective financial years. Hence in this regard, financial figures for FY 2022 are just closed and auditing is ongoing and will not be available. We are requesting the Client to consider for last three financial years for FY 2019, FY 2020 and FY 2021.		RFP Condition prevails
76	APPENDIX – II Consultant's Key Personnel's, Page 46	Program cum Strategic Management Expert (Team Leader) Qualification Criterion: MBA or equivalent with minimum of 15 years of experience and should have led at least one project in either category C or D as defined in the eligible assignments, similar strategy project for urban development and	Please consider the following changes in Qualification Criterion: Bachelor Degree in Civil Engineering / Architecture/ Planning or equivalent with minimum of 15 years of experience and should have led at least one project in either category C or D as defined in the eligible assignments, similar strategy project for urban development and large scale infrastructure projects.		RFP Condition prevails

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		large-scale infrastructure projects. International experience will be preferred	International experience will be preferred		
77	A. Program Expert Team Page 50	Project Manager cum Team Leader Qualification Criterion: MBA or equivalent with minimum of 10 years of experience of projects related to program/project management assignment for a Government client in India or abroad, involving activities such as review/preparation of feasibility reports, overall monitoring and/or evaluation of project implementation/ contract management, overall implementation handholding, support in facilitating regulatory aspects for large scale infrastructure projects with assignment fee value of at least INR 5 Crore within last 10 years	Please consider the following changes in Qualification Criterion: Bachelor Degree in Civil Engineering / Architecture/ Planning or equivalent with minimum 10 years of experience of project related to program/project management		RFP Condition prevails
78	5.1.2 Stage-II: Study of existing situation, Page 28	Study of port activities wrt. Cargo, freight, traffic etc. in the regional context, usage of various lands, details of	We presume that the study will be desk-based. No primary survey involved in the mentioned study. Please clarify.		Yes

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		activities/buildings which have gone out of use, future plans of SMP, city – hinterland relationship			
79	5.1.2 Stage-II: Study of existing situation; Page 28	Preparation of Geo referenced GIS Base Map of the Study area to be undertaken by the consultant along with preparation of thematic maps.	We presume that the client will provide satellite imagery to the selected consultant free of cost for the preparation of the base map. Please confirm If no, kindly provide the following details: 1. Geographic extension/coordinates of the area (in latitude and longitude) 2. Resolution of imagery 3. Vintage of imagery		The Base map is available to be provided to Consultant
80	5.1.2 Stage-II: Study of existing situation; Page 28	Study of all the reports available with SMP, provisions of LUDCP of KMDA, Vision 2025 of KMDA, Comprehensive Mobility Plan of KMDA, Master Plan for Traffic and Transportation of KMDA, Development control Regulations, Environmental regulations, any constraints on the development etc. along with the various Central Government policies and programmes as may be applicable for development of the Port & Port allied area	We presume that the mentioned reports and studies are available in the public domain free of cost. If not, we would request you to kindly arrange the copies (printed as well as soft copies) for the selected consultant. Please confirm		Yes if not may be procured by the consultant

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		and Township area			
81	5.1.2 Stage-II: Study of existing situation; Page 28	Case study at least three international examples of similar nature and size and compare with the project. Identify the design aspects which are relevant to the project and a Presentation to the SMP, Kolkata and concerned Stakeholders on the same to be made.	We presume that the study would be desk-based and no international travel would be required. Please confirm		Yes
82	5.1.2 Stage-II: Study of existing situation, Page 29	v. Land <ul style="list-style-type: none"> Land use mapping, assessment of existing land use Study of all revenue data, existing development, Land allotment status, land prices within and surrounding area etc. Study of the conditions of existing structures, including type, height of the buildings, existing use etc. Incorporating cadastral data with already prepared Geo referenced GIS base map and preparation of Existing Landuse plan LUDCP of KMDA 	We presume that the client will provide digitized cadastral data along with revenue details to the selected consultant free of cost. Please confirm		Yes

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
83	5.1.3 Preparation of draft Strategy and Concept Master plan of 4122 acre: ($\pm 20\%$), Page 30	The broad Landuse Plan delineating areas for Port own use, Port allied areas and Township area. Delineating Redevelopment area, Resettlement area and Renewal area under the Township area	The demarcation of land is one of the significant and challenging exercises. We presume that the client will provide necessary assistance in terms of deputing revenue officer such as Tehsildars during the boundary demarcation.		Yes
84	Discussion with stake holders: Page 30-31	Discussion with stakeholders: To interact with all stakeholders / Authorities through workshops, meetings etc. and take all necessary steps to convince them about mutually beneficial aspects of the above plans in order that they can be easily implemented. To hand hold and represent the client in all interactions with stakeholders and authorities to secure their concurrence and approval	We presume that the client will bear the cost of workshops and stakeholder meetings/ interactions. The consultant will facilitate the client. Please clarify.		Yes
85	5.1.5 Investment Policy, Marketing Strategy and Policy formulation, Page 31	vi. Preparation of Marketing booklets, advertisements, media campaign, investors meet etc.	We presume that the client will bear the cost of booklets printing, advertisement, media campaign and investors meet. The selected consultant will facilitate the client such as a preparation of soft copy of the booklet for printing but the cost		Yes

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
			of printing will be borne by the client. Same in the case of advertisement, media campaign and investor's meet. Please confirm		
86	5.2.1 Preparation of draft Detailed Master Plan for 429 acres (±20%) of Kolkata Port Township Complex- I, Page 33	The Draft detailed master Plan should be based on the proposals of approved Concept Master Plan and should incorporate all the objectives specified in this document. The components of the Master Plan shall be but not limited to	Kindly confirm whether the topographic surveys for the preparation of a detailed master plan is in the scope of the consultant or the client will provide it to the selected consultant free of cost. Please clarify		To be conducted by Consultant
87	5.2.1 Preparation of draft Detailed Master Plan for 429 acres (±20%) of Kolkata Port Township Complex- I	Quantify and Study the impact of the multi-modal traffic generated due to complete development of SMP, Kolkata Township Complex-I on the adjoining /access roads, Railways and suggest proposals to negate the adverse effects	We presume that the traffic surveys required for the multi-modal traffic forecasting will be provided by the client to the selected consultant free of cost. Please confirm		To be conducted by Consultant
88	5.2.4 Detailed Infrastructure design for 429 acre (±20%) of Kolkata Port Township Complex- I ;	The consultant shall study existing norms, standards, existing situation, Demand assessment and Gap assessment and then propose design along with propose	Kindly confirm whether the topographic surveys, geotechnical investigations and details of exiting underground utilities such as water supply lines, sewerage lines, drainage, power corridors, OFC/ communication lines, Gas lines		Wherever not available survey have to be conducted by Consultant.

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
	Page 36	technology for all the infrastructure such as Water supply, sewerage, Storm water drainage, Electricity, Roads, Fire services, Solid waste disposal, Communication and landscaping, Smart infrastructure of the Redevelopment area of Township.	etc are available with the client and the client will provide it to the selected consultant free of cost. Please clarify We also presume that the connectivity from the external infrastructure such as roads, railways & port (if required), water supply, drainage, sewerage, solid waste, communication lines etc are not in the scope of the selected consultant, please confirm.		Yes included.
89	Terms of Reference – 5.5 Approvals and Statutory requirements, Page 42	The consultant shall provide all the necessary help, drawings, and report for obtaining approval from the planning authority and other allied departments. b) The SMP, Kolkata shall issue supporting letters to the consultant to liaise with authorities and consultant shall arrange presentations with authorities for the sanctioning and notification of the Concept plan. The consultant shall also present the technical documents and provide necessary support for the process. c) The Consultant shall	We understand that the consultant will provide only the necessary support in obtaining all the approvals required for the project. The consultant will provide only the soft files of the reports, drawings and documents etc. required for such approvals. All the required meetings/ workshops/ discussions and hard copies/ prints of the documents, reports, drawings etc. for the same shall be arranged by the client.		RFP Condition prevails

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		<p>prepare the necessary supporting documents, plans, report etc. for the submission of the plans to the authorities for the notification of the Detailed Master plan</p> <p>d) All statutory fees/expenditure to be borne by the Client but the consultant have to prepare all reports, documents, maps etc required for approval, make presentation in front of the requisite agency, assist/ liaison for obtaining the approvals/sanctions/NOC.</p>			
90	Terms of Reference - 6.1 Time & Stage Payment Schedule, Page 42-43	<p>The project has broadly two phases, viz, Stage I: Design phase & Stage II: Program Management Support phase.</p> <p>The payment for Stage I: Design phase (including Concept & Strategic Plan for 4122 acres and Detailed Master Planning for 429 acres ($\pm 20\%$) of Township Redevelopment area) to be quoted as lumpsum value and for Stage II: Program Support phase</p>	<p>We understand that, the client will provide either 'approval' or 'comments' on each deliverable within 10 days after submission by the consultant and the time taken for approval by different authorities will not be added to the timelines of deliverable submission.</p> <p>The payments against each deliverable shall be on submission of the deliverable. Kindly confirm.</p>		RFP Condition prevails

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		(Transaction Advisory & Program management support unit) is based on time and material contract.			
91	Terms of Reference - 6.1 Time & Stage Payment Schedule, Page 44	The Payment at each stage shall be released only after the approval or sanction of the Submittals from the competent authority at SMP, Kolkata. However, on request from consultant, SMP, Kolkata may release 60% of the payable fees of the concerned stage immediately after the submissions without waiting for the approval or sanction provided the submission should reasonably cover all the aspect of the concerned stage. The consultant shall also be responsible for obtaining all necessary approvals from any authority as may be required for the Master Plan and DPRs	We understand that the client will provide either its approval or comments on each deliverable within 15 days after submission by the consultant and the time taken for approval by different authorities will not be added to the timelines of deliverable submission. Kindly confirm.		Yes
92	GCC 1.2.4 Expiration of Contract	Unless terminated earlier pursuant to Clause General Condition 1.2.9 hereof, this Contract shall expire when services have been completed and confirm by	We understand that the Employer will confirm completion of Services and issue completion certificate at the end of 6 months of completion of Services. Please confirm.		To be read as: Unless terminated earlier pursuant to Clause General Condition 1.2.9 hereof, this Contract shall expire when services have been completed and confirm by the Employer by

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		the Employer by issuing completion certificate at the end of six months.			issuing completion certificate at the end of 24 months.
93	GCC 1.2.6 Modification	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties.	Does the modification of scope of services also include variation? Please confirm.		GCC prevails
94	GCC 1.2.7 Force Majeure	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, 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),	We request to add as exceptional event the Covid-19 situation with suspension rights and right to claim for additional costs if needed. Please confirm our request.		GCC prevails

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		confiscation or any other action by government agencies.			
95	GCC 1.6.1 Cost Estimates	The Employer shall pay the Consultant for normal Services in accordance with the Conditions and with the details stated in tender of Financial Proposal and shall pay for Additional Services if any ordered by the Employer in writing at rates and prices which are given in or based on those in tender so far as they are applicable but otherwise as agreed mutually.	The Additional Services may be suggested or required by the Consultant also in the interest of the Project, if found necessary. Please clarify.		GCC prevails
96	GCC1.6.4 (a) Mode of Billing and Payment	(a) No advance payment shall be paid to the Consultant.	For the ease of Consultant, the Consultant should be paid some advance payment. We request you for this provision.		GCC prevails
97	GCC1.6.4 (b) Mode of Billing and Payment	(b) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Employer, in duplicate, itemized statements and other appropriate supporting materials, of the amounts payable pursuant to General Condition for such month.	In order to avoid any unnecessary delay in release of payments, we request that itemized statements and other appropriate supporting materials, of the amounts payable need to be defined and clarified.		GCC prevails

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
98	GCC 1.9.1 Liquidated Damages for error/ variation	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	The cap of 50% on Liquidated Damages for error/ variation for reasons on the part of the Consultant is on higher side. Generally, it is 10% in such type of Contracts. We request to reduce it to 10% as a cap on Liquidated Damages for error/ variation		GCC prevails
99	(ii) Financial Eligibility criteria: page no. 9 of RFP;	The Bidder or the Consortium should have gross average annual turnover from consultancy services of Rs. 250 crores (2500 Million) in each of last three financial years FY 2019-20, FY 2020-21 and FY 2021-22. In case of consortium the Lead member should have average annual turnover from consultancy in each of the last three financial years i.e. FY 2019-20, FY 2020-21 and FY 2021-22 of minimum	To encourage a greater number of firms participation, we request the client to consider revenues of Joint Venture / Consortium Firm also to give added weightage.		RFP Condition prevails

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		Rs. 100 Crores (1000 Million). For the purpose of evaluation, Lead member having comparatively larger revenues from advisory or consultancy shall be given added weightage.			
10	(iii) Technical Eligibility Criteria: page no. 9 of RFP.	b) The bidder should have planned outside India a waterfront development with mixed land use on an urban area of 100 acres with a minimum continuous waterfront of 1 Km during last 10 years till Proposal Due Date and the water front can be Sea front, Lake front and River front. The experience of the consortium Member if any shall be considered.	To encourage a greater number of firms participation, we request the client to consider last 15 years' experience till Proposal Due Date.		RFP Condition prevails
10	(iii) Technical Eligibility Criteria: page no. 9 of RFP.	II. Strategic Advisory Experience: The bidder should experience in devising strategy for Vision & Strategic planning, Real estate development strategy, Business plan involving Investment planning, Diversification strategy, growth strategy	To encourage a greater number of firms participation, we request the client to consider last 15 years' experience till Proposal Due Date.		RFP Condition prevails

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under

Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		etc. for large scale infrastructure or land development projects having a single project of value at least Rs. 2 Crores for central/ federal/ state/ local/other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) during last 10 years in India or abroad till Proposal Due Date. The experience of the consortium Member if any shall be considered			
10	iii) Technical Eligibility Criteria: page no. 9 of RFP.	III. Transaction & PPP Experience: The bidder should have experience of Transaction Advisory for one large scale PPP infrastructure project with project cost of at least Rs 500 Crore for central/ federal/ state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) in India or abroad. Transaction advisory project involving project marketing, preparation of project revenue models, in infrastructure sector on PPP or other forms of private	To encourage a greater number of firms participation, we request the client to consider last 15 years' experience till Proposal Due Date. We also request the client to remove conditions of term "Marketing" means the entire process of marketing policy formulation, identification of Investor, and all legal documentation till final agreement.		RFP Condition prevails

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		sector participation for large scale integrated land development infrastructure projects (land monetization/ Mixed Use development projects, transportation \ sector (airport development/ inland waterways /roads /highways) and/or integrated urban transport, tourism related infrastructure projects, port led land development)* in last 10 years till Proposal Due Date. The experience of the consortium Member if any can be considered. The term “Marketing” means the entire process of marketing policy formulation, identification of Investor, and all legal documentation till final agreement.			
10	(iii) Technical Eligibility Criteria: page no. 9 and 10 of RFP.	IV. Program/Project Management Unit (PMU) experience: The bidder should have experience of projects related to program/project management assignment including PDMC projects executed under Smart City	To encourage a greater number of firms participation, we request the client to consider last 15 years' experience till Proposal Due Date.		RFP Condition prevails

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
		mission for a central/ federal/ state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) in India or abroad, involving activities such as review or preparation of Detailed Project Reports (majorly involving technical design, cost estimation) / Feasibility Studies (majorly involving market demand assessment, financial Viability assessment), overall monitoring and/or evaluation of project implementation / contract management, overall implementation handholding, stakeholder management, support in facilitating regulatory aspects for large scale infrastructure projects with assignment fee value of at least INR 5 Crore within last 10 years till Proposal Due Date.			
10	SECTION A- Bidders relevant project experience; page	Sr.No 3 - Category C: Transaction & PPP Experience (5 Marks): For One additional successful transaction & PPP	To encourage a greater number of firms participation, we request the client to remove this clause.		RFP Condition prevails

Project: Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under
Kolkata Dock System of SMP, Kolkata (NIT No. SMP/ KDS/ LND/01-2023 dated 12.01.23)

S. N.	Pg. No. & Clause No	Details of Clause as per bid document	Queries/Clarification Sought	Recommendation	SMPK Reply
	no. 20 of RFP.	project for any Port Authority of at least Rs 500 Crore, additional 1 mark shall be awarded.			
10	SECTION A-Bidders relevant project experience; page no. 21 of RFP.	Sr.No 5- Lead member having average annual turnover from consultancy in each of the last three financial years i.e. FY 2019-20, FY 2020-21 and FY 2021-22 of over Rs. 100 Crores (1000 Million). For every additional 50 Crores an additional 1 mark will be awarded with a cap of maximum of 4 marks.	To encourage a greater number of firms participation, we request the client to consider revenues of Joint Venture / Consortium Firm also to give full marks.		RFP Condition prevails
10	DATA SHEET, page no. II of RFP.	Proposal Due Date: 10.03.2023.	We request the client give a time frame of at least 1 month since from the date of release of pre-bid clarifications.		Refer Corrigendum III