

CORRIGENDUM/ ADDENDUM

Appointment of Independent Engineer (IE) for the project "Setting up of Liquid Cargo Handling Jetty along with Associated Facilities at Shalukkhali, Haldia Dock-II, Haldia Dock Complex, KoPT on Design, Built, Finance, Operate and Transfer (DBFOT) basis for a Concession Period of 30 years".

Sl. No.	Clause and pg. no.	Existing Clause	Revised Clause
1	NOTICE INVITING TENDER 3.4.6 (Page No.9)	The successful tenderer will be required to comply with the relevant provisions of BOCW (RECS) Act, 1996, West Bengal BOCW (RECS) Act, 2004 and BOCW Welfare Cess Act, 1996 and the rules framed there under. An amount of cess as per prevalent rate (presently @ 1% of the billed amount) shall be progressively recovered from all the bills of the contractor for onward transmission of the same to the appropriate authority.	Deleted
2	IV. IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT (Page No. 10)	Mode of Submission of Bid Security and Tender Fees : Bid Security and Tender Fees are to be physically deposited at the office of Sr. Dy. Manager [IZ&R], I&CF Division, 2nd floor Operational Building, Chiranjibpur, Haldia Dock Complex, Haldia, PIN 721604, separately.	Mode of Submission of Bid Security and Tender Fees : Bid Security and Tender Fees are to be physically deposited at the office of Sr. Dy. Manager [IZ&R], I&CF Division, 2nd floor Operational Building, Chiranjibpur, Haldia Dock Complex, Haldia, PIN 721604, separately. OR Bid security & bid document fee may be deposited through NEFT in the following Account: Beneficiary Name: Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex Bank: Punjab National Bank (formerly- United Bank of India) Branch Name- Haldia Dock Complex

Sl. No.	Clause and pg. no.	Existing Clause	Revised Clause
			Account No- 1604050000310 IFSC Code- UTBI0HDCF75
			The bidders should make payment of bid security and Bid Document Fee separately through two different transactions and mention the UTR Numbers and date.
			The details of payment made, with Bidder's Name, Tender Number and Tender Subject, Amount bid security and Bid Document Fee and UTR Number may positively be informed to us by your office after opening of the offers for checking the status of receipt of payment and generating Treasury Receipts.
			However, it may be noted that for such successful payment (credited to the aforesaid account) through NEFT is the sole responsibility of the Applicant/ Bidder. In case of any default for non-credit of the amount in the aforesaid account, the submitted offer will be summarily rejected without assigning any reason thereof by the Authority. This is in addition to the mode of payment of bid security and bid document fee already mentioned in the bid document.
3(a)	Section 1 INTRODUCTION (Page No. 17)	The Authority at its discretion/option may appoint the Independent Engineer for further period of 03 (three) years during operation & maintenance for performance evaluation etc. of the project.	The Authority at its discretion/option may appoint the Independent Engineer for further period of 03 (three) years during operation & maintenance for performance evaluation etc. of the project. The Authority at its discretion may reduce the number of staffs as well as trips (visits to site) as per the project specific requirement, as the case may be. It may be noted that details in Original documents (Annexure to Form -II) shall be submitted by the Successful Bidder before the Project Award of the RFP.

Sl. No.	Clause and pg. no.	Existing Clause	Revised Clause																
3(b)	APPENDIX-II Annexure to Form-2 (Page No.158)		APPENDIX-II Annexure to Form-2 Financial Proposal Bill of Quantities (Break-up). (Please refer Annexure -1 to this Corrigendum-Addendum, for the aforesaid Break-up). It may be noted that details in Original documents (Annexure to Form -II) shall be submitted by the Successful Bidder before the Project Award of the RFP.																
4	Clause 7.3 Role and functions of the Independent Engineer. (Page No. 59)	The role and functions of the Independent Engineer shall include the following: Finance cum Legal Expert	The role and functions of the Independent Engineer shall include the following: (ix) Legal Services as & when required to discharge the above responsibility by the Independent Engineer.																
5	Clause 2.1.4 (Page No. 22) Key Personnel	He will be responsible for all matters pertaining to Legal & Finance including certification / verification of project cost.	He will be responsible for all matters pertaining to Financial including certification / verification of project cost. He will be responsible for all matters pertaining to Legal aspects related to provisions of Concession Agreement and other relevant & applicable Laws etc. meeting the Project specific requirements of the projects																
6	Clause 2.2.2 Conditions of Eligibility of	<table><tr><th>Key Personnel</th><th>Educational Qualification</th><th>Length of Professional Experience</th><th>Eligible Essential Experience assignments (in nos.) as per clause 7.7.1</th></tr><tr><td>Team Leader / Project Manager</td><td>B.E. (Civil) or equivalent with experience in Structural Engineering.</td><td>Minimum 20 years</td><td>Five completed port Infrastructure projects as per Clause 3.1.4 with no reference to the cost of the project.</td></tr></table>	Key Personnel	Educational Qualification	Length of Professional Experience	Eligible Essential Experience assignments (in nos.) as per clause 7.7.1	Team Leader / Project Manager	B.E. (Civil) or equivalent with experience in Structural Engineering.	Minimum 20 years	Five completed port Infrastructure projects as per Clause 3.1.4 with no reference to the cost of the project.	<table><tr><th>Key Personnel</th><th>Educational Qualification</th><th>Length of Professional Experience</th><th>Eligible Essential Experience assignments (in nos.) as per clause 7.7.1</th></tr><tr><td>Team Leader / Project Manager</td><td>B.E. (Civil) or equivalent with experience in Structural Engineering.</td><td>Minimum 20 years</td><td>05 (Five) completed port Infrastructure projects as per Clause 3.1.4 with no reference to the cost of the project. Further, he shall also</td></tr></table>	Key Personnel	Educational Qualification	Length of Professional Experience	Eligible Essential Experience assignments (in nos.) as per clause 7.7.1	Team Leader / Project Manager	B.E. (Civil) or equivalent with experience in Structural Engineering.	Minimum 20 years	05 (Five) completed port Infrastructure projects as per Clause 3.1.4 with no reference to the cost of the project. Further, he shall also
Key Personnel	Educational Qualification	Length of Professional Experience	Eligible Essential Experience assignments (in nos.) as per clause 7.7.1																
Team Leader / Project Manager	B.E. (Civil) or equivalent with experience in Structural Engineering.	Minimum 20 years	Five completed port Infrastructure projects as per Clause 3.1.4 with no reference to the cost of the project.																
Key Personnel	Educational Qualification	Length of Professional Experience	Eligible Essential Experience assignments (in nos.) as per clause 7.7.1																
Team Leader / Project Manager	B.E. (Civil) or equivalent with experience in Structural Engineering.	Minimum 20 years	05 (Five) completed port Infrastructure projects as per Clause 3.1.4 with no reference to the cost of the project. Further, he shall also																

Sl. No.	Clause and pg. no.	Existing Clause		Revised Clause				
		Engineering.	Clause 3.1.4 with no reference to the cost of the project.	Key Personnel	Educational Qualification	Length of Professional Experience	Eligible Experience assignments (in nos.) as per clause 7.7.1	
								have worked in the implementation of at least in 01 (One) Liquid Jetty Project

Sl. No.	Clause and pg. no.	Existing Clause	Revised Clause																												
			relevant & applicable Laws etc. meeting the Project specific requirements of , ppp / BOT projects etc.																												
7	Clause 7.7.1 (Page No. 66) Consultancy Team	<table><tr><th colspan="2">Finance cum Legal Expert</th></tr><tr><td>Educational Qualifications</td><td>Member of Institute of Chartered Accountants of India / Cost Accountants of India / PGDBM or MBA (Finance) along with LLB from any accredited University .</td></tr><tr><td>Essential Experience</td><td>Minimum 10 years of which 5 years in Infrastructure / BOT / PPP projects.</td></tr><tr><td>Job responsibilities</td><td>He will be responsible for all matters pertaining to Finance including certification / verification of project cost.</td></tr><tr><td>Minimum time required on Site</td><td>10 numbers of visits to the project site/facilities covering the entire contract period.</td></tr></table>	Finance cum Legal Expert		Educational Qualifications	Member of Institute of Chartered Accountants of India / Cost Accountants of India / PGDBM or MBA (Finance) along with LLB from any accredited University .	Essential Experience	Minimum 10 years of which 5 years in Infrastructure / BOT / PPP projects.	Job responsibilities	He will be responsible for all matters pertaining to Finance including certification / verification of project cost.	Minimum time required on Site	10 numbers of visits to the project site/facilities covering the entire contract period.	<table><tr><th colspan="2">Financial Expert:</th></tr><tr><td>Educational Qualifications</td><td>Member of Institute of Chartered Accountants of India / Cost Accountants of India / PGDBM or MBA (Finance) from any accredited University</td></tr><tr><td>Essential Experience</td><td>Minimum 10 years of which 5 years in Infrastructure / BOT / PPP projects</td></tr><tr><td>Job responsibilities</td><td>He will be responsible for all matters pertaining to Financial including certification / verification of project cost.</td></tr><tr><td>Minimum time required on Site</td><td>Nil</td></tr></table> <table><tr><th colspan="2">Legal Expert:</th></tr><tr><td>Educational Qualifications</td><td>LLB from recognized university.</td></tr><tr><td>Essential Experience</td><td>Minimum 10 years of which 5 years in Infrastructure / BOT / PPP projects</td></tr><tr><td>Job responsibilities</td><td>He will be responsible for all matters pertaining to Legal aspects related to provisions of Concession Agreement and other relevant & applicable Laws etc. meeting the Project specific requirements of the projects including certification / verification of project cost.</td></tr></table>	Financial Expert:		Educational Qualifications	Member of Institute of Chartered Accountants of India / Cost Accountants of India / PGDBM or MBA (Finance) from any accredited University	Essential Experience	Minimum 10 years of which 5 years in Infrastructure / BOT / PPP projects	Job responsibilities	He will be responsible for all matters pertaining to Financial including certification / verification of project cost.	Minimum time required on Site	Nil	Legal Expert:		Educational Qualifications	LLB from recognized university.	Essential Experience	Minimum 10 years of which 5 years in Infrastructure / BOT / PPP projects	Job responsibilities	He will be responsible for all matters pertaining to Legal aspects related to provisions of Concession Agreement and other relevant & applicable Laws etc. meeting the Project specific requirements of the projects including certification / verification of project cost.
Finance cum Legal Expert																															
Educational Qualifications	Member of Institute of Chartered Accountants of India / Cost Accountants of India / PGDBM or MBA (Finance) along with LLB from any accredited University .																														
Essential Experience	Minimum 10 years of which 5 years in Infrastructure / BOT / PPP projects.																														
Job responsibilities	He will be responsible for all matters pertaining to Finance including certification / verification of project cost.																														
Minimum time required on Site	10 numbers of visits to the project site/facilities covering the entire contract period.																														
Financial Expert:																															
Educational Qualifications	Member of Institute of Chartered Accountants of India / Cost Accountants of India / PGDBM or MBA (Finance) from any accredited University																														
Essential Experience	Minimum 10 years of which 5 years in Infrastructure / BOT / PPP projects																														
Job responsibilities	He will be responsible for all matters pertaining to Financial including certification / verification of project cost.																														
Minimum time required on Site	Nil																														
Legal Expert:																															
Educational Qualifications	LLB from recognized university.																														
Essential Experience	Minimum 10 years of which 5 years in Infrastructure / BOT / PPP projects																														
Job responsibilities	He will be responsible for all matters pertaining to Legal aspects related to provisions of Concession Agreement and other relevant & applicable Laws etc. meeting the Project specific requirements of the projects including certification / verification of project cost.																														

Sl. No.	Clause and pg. no.	Existing Clause				Revised Clause			
		Key Personnel		Frequency of Visit	Total No of Visit	Minimum time required on Site	Nil		
8	Annex-6 Payment Schedule (Pages No. 119) Sl. No. 7	Finance cum Legal Expert	As & when required.	10		Key Personnel	Frequency of Visit		Total No of Visit
						Financial Expert	Nil		Nil
						Legal Expert	Nil		Nil
9	Appendix-I Form-7 Particulars of Key (Page No. 139)	Nil				Designation of Key Personnel			
		Sl. No.	Designation of Key Personnel			Sl. No.	Designation of Key Personnel		
						6.	Legal Expert		
10	Appendix-1 Form-9 Deployment of Personnel (Pages No. 144)	Nil				Designation			
		Sl. No.	Designation			8.	Financial Expert		
		8.	Finance cum Legal Expert			9.	Legal Expert		
11	Section - 7 TERMS OF REFERENCE FOR INDEPENDENT ENGINEER	The role of the Independent Engineer (IE) shall be effective during the construction phase of the PPP project. The IE shall perform his duties in accordance with the Terms of Reference (TOR) detailed hereunder and in addition shall be bound by the responsibilities detailed in the Concession Agreement of the PPP project				The role of the Independent Engineer (IE) shall be effective during the construction phase of the PPP project. The IE shall perform his duties in accordance with the Terms of Reference (TOR) detailed hereunder and in addition shall be bound by the responsibilities detailed in the Concession Agreement of the PPP project. Further, it may be noted that any guidelines/circular/order/revised MCA/Model Documents etc., which may be issued by the Ministry/IPA in due course of time in addition to the present Scope of Work, roles & responsibilities as prescribed in this RFP, shall be prevailing as a part of this RFP.			
12	Section - 7 TERMS OF REFERENCE FOR INDEPENDENT ENGINEER (Page No. 66)	The Consultant (IE) shall establish a Project Office in a suitable location at Haldia with a workstation inside the Port area for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed as specified in the Manning Schedule forming part of the Agreement. In case the project office itself is				The Consultant (IE) shall establish a Project Office in a suitable location at Haldia with a workstation inside the Port area for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed as specified in the Manning Schedule forming part of the Agreement. In case the project office itself is established inside the port area, there is no need			

Page 6 of 9

Sl. No.	Clause and pg. no.	Existing Clause	Revised Clause
		established inside the port area, there is no need for a separate workstation inside the port.	for a separate workstation inside the port. A vehicle, laptops, printer, furniture, etc. required for working shall be furnished by the Consultants. However, the office arrangement shall be provided by the Authority as deemed suitable by it. Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 1,89,77,200/-(Rupees One Crore Eighty Nine Lakhs and Seventy Seven Thousand and Two Hundred Only).
13	SCHEDULE-1 FORM OF AGREEMENT (Page No.101) 3.5.2 a.	Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 172,52,00,000/- (Rupees One Hundred Seventy Two Crores and Fifty Two Lakhs only) and GST as applicable	
14	SCHEDULE-1 FORM OF AGREEMENT (Page No. 108) Clause 6.3 f.	10% (Ten per cent) of the Agreement Value will be withheld on each payment made as per Annex – 6. This has been earmarked as Final Payment to be made to the Consultant upon expiry of 6 months from the date of commercial operation of the Project.	10% (Ten per cent) of the Agreement Value will be withheld on each payment made as per Annex – 6. Further, out of such 10% (Ten per cent) of the Agreement Value, half the amount [i.e. 50% of 10%= 5%(Five per cent)] shall be paid to the Consultant after the completion of each year from the date of signing of the Agreement between the Bidder & the Authority. And the balance of each time withheld out of such 10% (Ten per cent) amount [i.e. 50% of 10%= 5%(Five per cent)] has been earmarked as Final Payment to be made to the Consultant upon expiry of 6 months from the date of commercial operation of the Project.
15	Agreement Clause 1.4 (Page No. 86) Governing law and jurisdiction	(... .. and the courts at Chennai shall have exclusive jurisdiction ...)	(... .. and the courts at Kolkata shall have exclusive jurisdiction ...)
16	Agreement Clause 1.7 Notices a. (Page No. 87)	(a) " other communications to be given to an address outside Chennai may, if they are subsequently confirmed"	(a) " other communications to be given to an address outside Kolkata may, if they are subsequently confirmed"

Sl. No.	Clause and pg. no.	Existing Clause	Revised Clause
17	Agreement Clause 1.7 Notices b.	" provided that if the Consultant does not have an office in Chennai it may send such notice by facsimile .. "	" provided that if the Consultant does not have an office in Kolkata it may send such notice by facsimile "
18	Agreement 9.4 Arbitration (Page No. 111) 9.4.1	" such arbitration shall be Chennai and the language of arbitration ... "	" such arbitration shall be Kolkata and the language of arbitration ... "
19	Clause 2.3.3 (a) (Page No. 27)	a public financial institution referred to in section 4A of the Companies Act, 2013	a public financial institution referred to in section 4A of the Companies Act, 1956
20	Clause 2.3.3 (h) (Page No. 28)	a Public Financial Institution referred to in section 4A of the Companies Act, 2013	a Public Financial Institution referred to in section 4A of the Companies Act, 1956.
21	APPENDIX-II, (see clause 2.1.3) Form-2, Financial Proposal, Bill of Quantities	Note:	Note: (8)The total Quoted Amount (INR Excluding GST) shall be below to/lesser than Rs. 1,72,52,000/- (Rupees One Crore Seventy Two Lakhs and Fifty Two Thousand Only).If any bidder quotes above this ceiling amount ,his/her bid will be summarily rejected . (9) break-up of the aforesaid Lump Sum Amount-Quoted Amount (INR Excluding GST) shall be provided at APPENDIX-II- Annexure to Form-2- Financial Proposal- Bill of Quantities (Break-up). It may be noted that details in Original documents (Annexure to Form -II) shall be submitted by the Successful Bidder before the Project Award of the RFP.

APPENDIX-II
Annexure to Form-2
Financial Proposal
Bill of Quantities (Break-up)

Bill of Quantities (break-up)									(amount/rate in INR)
Sl. No.	Designation	Name	Mand-Days at				Project site/facilities		Total-Amount
			Home-Input		Project Site-Input		No. of visits	Rate per Visit	
			Days	Rate per month	Days	Rate per month			
1	Team leader / Project Manager								
2	Civil cum Resident Engineer								
3	Sr. Engineer Mechanical Pipeline & Jetty facilities)								
4	Electrical /Instrumentation Engineer								
5	Financial Expert								
6	Legal Expert								
Grand-Total*									
									Financial Proposal-

**Note: The Grand Total amount shall be equivalent to the Lump Sum Amount-Quoted Amount (INR Excluding GST) of RFP-Appendix -II (Form-2) Financial Proposal- (Page No. 157)*

E-Tender No 2020_KoPT_571079_1

Pre-Bid Queries/Suggestion and The Authority's Responses

Appointment of Independent Engineer (IE) for the project "Setting up of Liquid Cargo Handling Jetty along with Associated Facilities at Shalukhali, Haldia Dock-II, Haldia Dock Complex, KoPT on Design, Built, Finance, Operate and Transfer (DBFOT) basis for a Concession Period of 30 years".

Sl. No.	RFP Reference	Description	Queries/ Suggestions of the Applicant/ Bidder	The Authority's Response
1.	III. NOTICE INVITING TENDER	3.4.6 The successful tenderer will be required to comply with the relevant provisions of BOCW (RECS) Act, 1996, West Bengal BOCW (RECS) Act, 2004 and BOCW Welfare Cess Act, 1996 and the rules framed there under. An amount of cess as per prevalent rate (presently @ 1% of the billed amount) shall be progressively recovered from all the bills of the contractor for onward transmission of the same to the appropriate authority.	Please confirm if this cess will be applicable to contractors only or consultants as well	Refer Corrigendum/ Addendum Sl. No. 1
2.	IV. IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT	17 Mode of Submission of Bid Security and Tender Fees Bid Security and Tender Fees are to be physically deposited at the office of Sr. Dy. Manager [IZ&R], I&CF Division, 2nd floor Operational Building, Chiranjibpur, Haldia Dock Complex, Haldia, PIN 721604, separately.	We request Port to kindly accept the Bid Security and Tender Fees through NEFT as submission of physical instruments is not certain due to COVID -19 restrictions.	Agreed Refer Corrigendum/ Addendum Sl. No. 2

Sl. No.	RFP Reference	Description	Queries/ Suggestions of the Applicant/ Bidder	The Authority's Response
3.	Part V. Section 1 INTRODUCTION	The Authority at its discretion/option may appoint the Independent Engineer for further period of 03 (three) years during operation & maintenance for performance evaluation etc. of the project.	The fee for this additional scope shall be mutually discussed during appointment.	Not Agreed. However, for the operation & maintenance after the contract period the rate shall prevail based on Sl. No 3 (a) & 3 (b) of Addendum/Corrigendum.
4.	Part V. Section - 2 INSTRUCTIONS TO BIDDERS & GENERAL TERMS AND CONDITIONS 2.2.2 (D)	Finance -cum - Legal Expert - Member of Institute of Chartered Accountants of India / Cost Accountants of India / PGDBM or MBA (Finance) along with degree of LLB from an Accredited University	We request not to make this mandatory requirement and propose to have only Finance Expert in the key personnel. We can take advice from our legal department as & when required.	Agreed on the following: Financial Expert: CV may not be evaluated as Key Personal as per Clause 3.1.3 of the RFP. However, his service are within the Scope of Independent Engineer. Further Site-Visit may not be required. Legal Expert: CV may not be evaluated as Key Personal as per Clause 3.1.3 of the RFP. However, his service are within the Scope of Independent Engineer. Further Site-Visit may not be required Therefore, both The Legal and the Financial Service shall be included in the Scope of Independent Engineer. However, the CV of both the Experts are required as per

Sl. No.	RFP Reference	Description	Queries/ Suggestions of the Applicant/ Bidder	The Authority's Response
				Corrigendum/ Addendum Sl. No. 4 to 10
5.	Part V. Section 2 INSTRUCTIONS TO BIDDERS & GENERAL TERMS AND CONDITIONS	2.13.3 The Proposal copy shall be signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. 2.14.2 g) The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant.	Due to restricted environment in the COVID -19 situation, we request the port to kindly accept scanned signatures in the bid; however, in case the job is awarded, the originally signed documents shall be provided for signing of agreement	Agreed. Subject to Undertaking & Declaration [referring the Clause 2.13.3 & 2.14.2(g) and other provisions of RFP intact] shall be provided by the Applicant/Bidder
6.	Section - 3 CRITERIA FOR EVALUATION 3.1.4 Eligible Assignments	Development of Port Infrastructure having an estimated capital cost (excluding land) of at least Rs. 69.01 crore (Rupees Sixty-Nine Crore & One Lakh only) in case of each project in India. For the purpose of this RFP, Port Infrastructure would be deemed to include Marine structures such as Berths, Quays, POL/LPG/Chemical jetties with its necessary Handling Systems.	It is understood that the project value escalated to present date (i.e. Proposal Due Date) at an acceptable rate of 7% generally considered and followed for evaluation by other government organizations shall be applicable. Further as specified, the eligible projects include Marine structures such as Berths, Quays, POL/LPG/Chemical jetties would mean that other cargo berths as well as POL/ LPG/ Chemical jetties will be considered eligible as all follow same design criteria and similar onshore facilities like buildings & utilities. Kindly confirm if our understanding is correct.	Not Agreed with the Applicant/bidder Suggestion. Hence, the RFP condition/s shall prevail.
				Agreed subject to the following: It may be noted that such experience should be in case of each project in India and for the buildings & utilities as a part of the component of the Project for Port Infrastructure would be deemed to include Marine structures such as Berths, Quays, POL/LPG/Chemical jetties with its necessary Handling Systems, cargo berths.

Sl. No.	RFP Reference	Description	Queries/ Suggestions of the Applicant/ Bidder	The Authority's Response
7.	Section - 7 TERMS REFERENCE FOR INDEPENDENT ENGINEER	7.1 second para The role of the Independent Engineer (IE) shall be effective during the construction phase of the PPP project. The IE shall perform his duties in accordance with the Terms of Reference (TOR) detailed hereunder and in addition shall be bound by the responsibilities detailed in the Concession Agreement of the PPP project.	The scope as per concession agreement is already brought out in detail in the TOR and excerpts provided. Any particular tasks other than those may clearly be spelt out.	The role of the Consultant (IE) is as stipulated in the RFP and the Concession Agreement. Further, in addition to the Concession Agreement & RFP (includes the role the procedure & the processes), the scope of Independent Engineer also includes the provisions of Model Concession Agreement etc. published by Ministry of Shipping, Government of India or/ and IPA, i.e. which may be issued from time to time in forthcoming period, as the case may be. Further, Refer Corrigendum/ Addendum Sl. No. 11.
8.	Section - 7 TERMS REFERENCE FOR INDEPENDENT ENGINEER	7.7.2. The Consultant (IE) shall establish a Project Office in a suitable location at Haldia with a workstation inside the Port area for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed as specified in the Manning Schedule forming part of the Agreement. In case the project office itself is established inside the port area, there is no need for a separate workstation inside the port.	Minimum time required on Site for the key personnel other resident engineer would require site visits once in two /three months or when required for meetings (16 visits for team leader, 21 visits for mechanical & electrical engineers and 10 visits for Financial expert). We propose only the resident engineer supported by one project manager and a junior	Refer Corrigendum/ Addendum Sl. No. 12

Sl. No.	RFP Reference	Description	Queries/ Suggestions of the Applicant/ Bidder	The Authority's Response
			admin staff be deployed at site and space is provided in the port office as per provisions of Cl. No. 7.10.2. A vehicle, laptops, printer, furniture, etc. required for working shall be furnished by the consultants.	
9.	SCHEDULE- 1 FORM OF AGREEMENT	3.5.2 a. Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 172,52,00,000/- 6.3 f. 10% (Ten per cent) of the Agreement Value will be withheld on each payment made as per Annex - 6. This has been earmarked as Final Payment to be made to the Consultant upon expiry of 6 months from the date of commercial operation of the Project. 7.1.1 The Authority shall retain by way of performance security (the "performance Security"), 5% (Five per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 herein. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiration of this Agreement pursuant to Clause 2.4 hereof.	This should be equal to our liability of 3 (three) times the Agreement Value.	Kindly refer Addendum Sl. No. 13
10.	SCHEDULE- 1 FORM OF AGREEMENT		As per general practice, only Performance Security of 5% is usually applicable. We request port to consider the same. Adding too much of withheld fee will only add to negative cash flows for consultants	Not Agreed with the Applicant/bidder Suggestion. Kindly refer Corrigendum/ Addendum Sl. No. 14
11.	SCHEDULE - 1 FORM OF	7.2.1 Liquidated Damages for error/variation in case any error or variation is detected in the	Liquidated Damages in any form including any other penalty must	Not Agreed with the Applicant/bidder Suggestion.

Sl. No.	RFP Reference	Description	Queries/ Suggestions of the Applicant/ Bidder	The Authority's Response
	AGREEMENT	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 per cent) of the Agreement Value and a Corporate Guarantee in this regard as per the format prescribed by HDC shall be submitted by the Selected firm. 7.2.2 Liquidated Damages for delay In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.5% (zero point five per cent) of the Agreement Value for every week, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. 7.3 Penalty for deficiency in Services In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.	be capped to 10% of total fee payable to consultants as per standard practice	Hence, the RFP condition/s shall prevail.

Sl. No.	RFP Reference	Description	Queries/ Suggestions of the Applicant/ Bidder	The Authority's Response
12.	General	Proposal due date	We request that at least 3 weeks' time after receipt of replies to our Prebid queries be provided for the preparation & submission of bids	Not Agreed with the Applicant/bidder Suggestion. Hence, the RFP condition/s shall prevail.

Sl. No.	RFP Reference	Description	Queries/ Suggestions of the Applicant/ Bidder	The Authority's Response
13.	Section -2 Instructions to Bidders & General Terms and Conditions Clause 2.1.1, Page 21	Applicant: The Applicant may be a single entity or a group of entities (not more than three firms) (the "Consortium"), coming together to implement this Assignment.	We request the client to allow "Indian subsidiary of international companies to use their group company credentials' to qualify in the minimum qualification criteria", without the consortium.	Not Agreed with the Applicant/bidder Suggestion. Kindly refer Clause: 3.1.4 Eligible Assignments ".....in case of each project in India." Further, Clause 2.2.1 states as "it may participate in the Selection Process either individually (the "Sole Firm") or as lead member of a consortium of firms (not more than three firms) (the "Lead Member") in response to this invitation. The term applicant (the "Applicant") means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP."

Sl. No.	RFP Reference	Description	Queries/ Suggestions of the Applicant/ Bidder	The Authority's Response
				Therefore, any applicant may make Consortium as specify in the above Clause 2.2.1). Hence, the RFP condition/s shall prevail.
14.	Section Instructions to Bidders & General Terms and Conditions Clause 2.1.4, Page 22	Key Personnel: The Consultancy Team shall consist of the following key personnel (the "Key-Personnel") who shall discharge their respective responsibilities as specified below: 1) Team leader/Project Manager 2) Civil Engineer cum Resident Engineer 3) Sr. Engineer Mechanical (Pipeline & Jetty facilities) 4) Electrical / Instrumentation Engineer 5) Finance cum Legal Expert	With reference to scope of works for providing Independent Engineering services to the project, We request the client to kindly add following experts also for evaluation of Key or non-key Personnel of this assignment. 1) Environmental Expert 2) Geotechnical Expert/Dredging Expert 3) Structural Engineer 4) Quality Audit and Quality Control (QA & QC) Expert 5) Social & HSE expert	Not Agreed with the applicant/ bidder Suggestion. Hence, the RFP condition/s shall prevail.
15.	Section Instructions to Bidders & General Terms and Conditions Clause 2.2.2, Page 23	Condition of Eligibility of Applicants (A) Technical Capacity: The Applicant shall have, over the past 5 (five) years ending 31-03-2020 (2015-16, 2016-17, 2017-18, 2018-19, 2019-20) completed 3 (Three) Eligible Assignments as specified in Clause 3.1.4.	Clause 2.1.1 allows consortium of firms but Clause 2.2.2 demands fulfilment of technical and financial eligibility criteria only by Lead member (the Applicant means Lead Member as per clause 2.1.1). Therefore, we request the client to accept fulfilment of eligibility criteria jointly by all the consortium partners.	The Clause 2.1.1 stipulated ".....in the Selection Process either individually (the "Sole Firm") or as lead member of a consortium of firms (not more than three firms) (the "Lead Member") in response to this invitation. The term applicant (the "Applicant") means the Sole Firm or

Sl. No.	RFP Reference	Description	Queries/ Suggestions of the Applicant/ Bidder	The Authority's Response
			We request the client to kindly modify the condition of eligibility of applicant a for Technical capacity as below: The Applicant/Consortium shall have, over the past 10 (ten) years ending 31-03-2020 completed 3 (Three) Eligible Assignments as specified in Clause 3.1.4.	the Lead Member, as the case may be." The 'Lead Member' of the above reference to the authorised representative of consortium of firms. Therefore, the eligibility criteria includes the credential of consortium's all the members, as prescribed in the RFP.
16.	Section Instructions to Bidders & General Terms and Conditions Clause 2.20, Page 40	Bid Security The Applicant shall furnish as part of its Technical Proposal, a bid security of Rs. 3,45,040/- (Rupees Three Lakhs Forty Five Thousand & Forty only) in the form of a Demand Draft/Pay Order/Banker's cheque issued by one of the Nationalised/ Scheduled Banks in India in favour of the Authority payable at Haldia	We request the client to kindly allow submission of Bank Guarantee also in addition to other modes of Bid Security as per the clause.	Bank Guarantee cannot be accepted. Therefore, not Agreed with the Applicant/bidder Suggestion. Hence, the RFP condition/s shall prevail. The Authority's Response to Sl. No. 2 above relates to the provision of NEFT. which may be referred in this regard
17.	Section Instructions to Bidders & General Terms and Conditions Clause 2.25, Page 45	Substitution of Personnel: In case of a second substitution and further hereunder, such deduction shall be a sum equivalent to 10% (ten percent) of the remuneration specified for each substitution of the original Key Personnel.	We request the client that, in case of a second substitution and further hereunder due to reasons beyond the reasonable control of the consultant, NO personnel remuneration shall be deduct from every substitution. We understand that the replacement is corresponding to each position and not on the turnover of the staff.	Not Agreed with the Applicant/bidder Suggestion. Hence, the RFP condition/s shall prevail.

Sl. No.	RFP Reference	Description	Queries/ Suggestions of the Applicant/ Bidder	The Authority's Response															
18.	Section -2 Instructions to Bidders & General Terms and Conditions Clause 2.26, Page 46	Indemnity: The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.	We request the client that, The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 1 (One) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.	Not Agreed with the Applicant/bidder Suggestion. Hence, the RFP condition/s shall prevail.															
19.	Section -3 Criteria for Evaluation 3.1.3, Page 49	Scoring Criteria: <table><tr><th>Item Code</th><th>Parameter</th><th>Maximum Marks</th></tr><tr><td>3.</td><td>Relevant Experience of the Key Personnel</td><td>70</td></tr><tr><td>3 (a)</td><td>Team Leader/Project Manager</td><td>25</td></tr><tr><td>3 (b)</td><td>Civil Engineer cum Resident Engineer</td><td>15</td></tr><tr><td>3 (c)</td><td>Sr. Engineer Mechanical (Pipeline & jetty facilities)</td><td>15</td></tr></table>	Item Code	Parameter	Maximum Marks	3.	Relevant Experience of the Key Personnel	70	3 (a)	Team Leader/Project Manager	25	3 (b)	Civil Engineer cum Resident Engineer	15	3 (c)	Sr. Engineer Mechanical (Pipeline & jetty facilities)	15	Kindly refer Clause 2.1.4 (page 22), Clause 2.2.2 (page 23), Appendix -I: Form 7 (page 139) and Appendix-1: Form 9 (page 144) of the RFP, wherein Finance cum Legal Expert is also considered as key personnel for providing IE services for this project. Accordingly, we request the client to kindly update/modify the scoring criteria for Item code (3) after adding 3 (e) Finance cum Legal Expert.	Not Agreed with the Applicant/bidder Suggestion. Hence, the RFP condition/s shall prevail.
Item Code	Parameter	Maximum Marks																	
3.	Relevant Experience of the Key Personnel	70																	
3 (a)	Team Leader/Project Manager	25																	
3 (b)	Civil Engineer cum Resident Engineer	15																	
3 (c)	Sr. Engineer Mechanical (Pipeline & jetty facilities)	15																	

Sl. No.	RFP Reference	Description			Queries/ Suggestions of the Applicant/ Bidder	The Authority's Response
		3 (d)	Electrical/ Instrumentation Engineer	15		
20.	Section Criteria for Evaluation Clause 3.1.4, Page 50	Eligible Assignments Development of Port Infrastructure having an estimated capital cost (excluding land) of at least Rs. 69.01 crore (Rupees Sixty-Nine Crore & One Lakh only) in case of each project in India. For the purpose of this RFP, Port Infrastructure would be deemed to include Marine structures such as Berths, Quays, POL/LPG/Chemical jetties with its necessary Handling Systems.			We request the client to kindly allow projects located in Indian and international both. Also for the purpose of this RFP, port infrastructure would be deemed to include all / any Marine structures such as Berths, Quays, POL/LPG/Container/General or Bulk cargo/Chemical jetties/ with its necessary Handling Systems.	Not Agreed with the Applicant/bidder Suggestion. Hence, the RFP condition/s shall prevail.
21.	Section of Reference for Independent Engineer, Clause 7.3 (iv), page 59 and 7.4 (vii) page 61	Clause 7.3 (iv) Conducting Tests on completion of construction and issuing Completion/Provisional Certificate Clause 7.4 (vii) The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice.			For the referred scope of works of Quality Review/Audit, We request the client to include Quality Audit and Quality Control (QA & QC) Expert as part of Key Consultancy Team.	Not Agreed with the Applicant/bidder Suggestion. Hence, the RFP condition/s shall prevail.

Sl. No.	RFP Reference	Description	Queries/ Suggestions of the Applicant/ Bidder	The Authority's Response
22.	Section - Terms of Reference for Independent Engineer, Clause 7.4 (iv) Page 60	Duration of Stay The duration of stay during monthly visits shall be decided by the Independent Engineer so as to ensure that the project requirements are being confirmed too, by the concessionaire.	We understand there is no Clarity on deployment / duration of personnel's. we request the client to either make it fixed per month in equal installments for the duration of service or define the exact deployment schedule of key personnel.	Please refer Annex-6 Payment Schedule inter alia other relevant provisions in the RFP. Hence, the RFP condition/s shall prevail.
23.	Section - Terms of Reference for Independent Engineer, Clause 7.4 (x) Page 62	If at any time during the Construction Period, the Independent Engineer determines that it is not safe to carry on Construction Works for any reason whatsoever including if the Concessionaire has not made adequate arrangements for the safety of workers or other third parties or that any work is being carried out in a manner that threatens such safety, it shall make a recommendation to the Concessioneing Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.	For the referred scope of works of Safety Review/Audit, We request the client to include Health and Safety Expert as part of Key Consultancy Team.	Not Agreed with the Applicant/bidder Suggestion. Hence, the RFP condition/s shall prevail.
24.	AGREEMENT, Clause 2.7.4: Extension of Time Page 91	Extension of Time 2.7.4.2 If the construction work is extended beyond the period and if the commercial operation of handling LPG could not be started, the period for IE is also to be extended on the basis of Man-	We request the client, to kindly modify the clause as below: 2.7.4.2 If the construction work is extended beyond the period and if the commercial operation of handling LPG could not be started,	The same Man-months rates of Consultancy shall prevail for the Extension of Time as per the RFP which includes Clause 2.7.4.2 or/and Clause 1.1.2 as under:

Sl. No.	RFP Reference	Description	Queries/ Suggestions of the Applicant/ Bidder	The Authority's Response
25.	AGREEMENT, Clause 7: Liquidated Damages and Penalties Page 108	months rates quoted as per the agreement. 7.2.2. Liquidated Damages for delay In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.5% (zero point five per cent) of the Agreement Value for every week, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.	the period for IE is also to be extended on the basis of Man-months rates agreed on the basis of mutual consent. We request the client that, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted with mutual terms and conditions. Also, in case the project paused due to reasons beyond the control of the Consultant, 3 months of remunerations of the Key personnel deployed at site should be paid, after that 10% of the consultancy fees to be paid to the consultant per month, till the expiration of contract.	"The Authority at its discretion/option may appoint the Independent Engineer for further period of 03 (three) years during operation & maintenance for performance evaluation etc. of the project. The Consultant shall deploy its Key Personnel as per the Deployment schedule proposed." It may be noted Considering the Clause 1.1.2, the Authority may reduce the number of Key Expert/s or/and Staff and their number of visits, as per the requirement of the Project during the said period of time. Not Agreed with the Applicant/bidder Suggestion. Hence, the RFP condition/s shall prevail.

Sl. No.	RFP Reference	Description	Queries/ Suggestions of the Applicant/ Bidder	The Authority's Response
26.	Clause 3.5.2 on Page 101 of the RFP	3.5.2 The Parties agree that the risks and coverage shall include but not be limited to the following: a. Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 172,52,00,000/- (Rupees One Hundred Seventy Two Crores and Fifty Two Lakhs only) and GST as applicable;	We request the client to amend the clause as below. a. Third Party liability insurance as required under Applicable Laws, with a minimum coverage equal to the contract value.	Kindly refer The Authority's Response to Sl. No. 9 above
27.	Clause-7.2 on Page 109 of the RFP	Liquidated damages is as follows: LD on error/variation: maximum 50% of agreement value. LD on delay: Consultant shall pay LD against incomplete work @ 0.5% of Agreement value for each week of delay. And maximum LD payable under this clause is 10% of agreement value.	The liquidated damages on account of errors / variations mentioned are too high. We request the client to reduce the same to 5% of the agreement value as followed in other projects	Not Agreed with the Applicant/bidder Suggestion. Hence, the RFP condition/s shall prevail.
28.	Clause 2.26 on Page 46 of the RFP	Indemnity: Consultant shall indemnify client against any direct loss or damage is not exceeding 3 times of the agreement value.	This is too high. Not acceptable or make this provision more reasonable. And all such client's claim should be capped under "limitation of consultant's liability clause".	Not Agreed with the Applicant/bidder Suggestion. Hence, the RFP condition/s shall prevail.
29.	Clause 3.4 on Page 99 of the RFP	Limitation of consultant's liability:	I suggest following changes in the "Limitation of Consultant's Liability" to safe guard the interest of consultant:	Not Agreed with the Applicant/bidder Suggestion. Hence, the RFP condition/s shall prevail.

Sl. No.	RFP Reference	Description	Queries/ Suggestions of the Applicant/ Bidder	The Authority's Response
			The Consultant's maximum total aggregate liability towards the Client under this Contract for all claims, losses, indemnity, damages and expenses in any way arising from or related to the performance of this Contract whether, resulting from negligence, statute, tort or otherwise (meaning for any damages from any causes whatsoever and whatever the legal basis), shall be limited to 100% of the amount of fees received under this Contract or equivalent to the professional fees. Notwithstanding any provision in this Agreement to the contrary, under no circumstances shall a party hereto shall be liable to another party hereto for loss of profits or revenue, loss of use, cost of alternate arrangement, loss of capital or other similar item of loss or damage or for any consequential, special or indirect loss or damage and each party hereby releases the other therefrom.	Not Agreed with the Applicant/bidder Suggestion.
30.	General	Extension of time	We request the client to grant us at least 3 weeks of time for submitting the proposal from the date of issue of prebid clarifications.	Hence, the RFP condition/s shall prevail.

Sl. No.	RFP Reference	Description	Queries/ Suggestions of the Applicant/ Bidder	The Authority's Response
31.	Tender Point no. 7.3 (iii),	Rendering assistance in seeking of approval from Collector of Customs for the purpose of operationalising the facilities and services	What will be IE's role in "assistance"? Does IE's scope requires all sorts of liaisoning with customs for getting all necessary approval done?	Assistance to the Authority as per requirement as set forth in the TOR/RFP and in/ the Concession Agreement. Kindly refer Clause 7.5.1 (page 64), it states as <i>"The Independent Engineer shall assist the Port for completion of Liquid Cargo handling along with associated facilities and giving any clarifications to any Statutory Authorities, on call basis."</i>
32.	Tender Point no. 7.3 (iv),	Conducting Tests on completion of construction and issuing Completion/Provisional Certificate	1) Does IE need to perform all required tests at its own or IE's scope will be witnessing the test performed by the contractor and check the compliance? 2) If IE need to perform all required tests at its own, who will provide necessary testing laboratory facility?	IE's scope will also include witnessing the test performed by the Concessionaire and to check, verify the compliance and also includes in scope of recommendation accordingly. The Concessionaire will incur the expenditure and Independent Engineer has to verify, certify and recommend for in order to issue the Completion Certified by the Independent Engineer as per the TOR/RFP/the Concession Agreement.
33.	Tender Point no. 7.3 (v),	Determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation	1) What agreement is being referred here? Is it the agreement to be done	The Clause 7.3 (v) of the RFP is incorporated from the Appendix -7 of the Concession Agreement

Sl. No.	RFP Reference	Description	Queries/ Suggestions of the Applicant/ Bidder	The Authority's Response
			between HDC and IE under this tender or anything else?	[Clause 1 (v)]. Therefore, word 'agreement' refer to the Concession Agreement. Further, Clause 1.1 Definitions of the Concession Agreement stipulates as <i>"Agreement" means this agreement as of date hereof, including Appendices-1 through 16 as may be amended, supplemented or modified in accordance with the provisions hereof.</i>
			2) As per the tender the period of IE's role is limited to 42 months (36 months project schedule+6 months commercial operation). If so, what extension is being referred here? If project would extend how fees of IE will be compensated additionally?	From the above The Clause 7.3 (v) of the RFP/Appendix -7 to the Concession Agreement [Clause 1 (v)], it is clear that the extension thereof is pertaining to the milestones completion time of the Project and the Completion Certificate thereto etc. so the period of 42 months may be extended in case the construction is not achieved due any of the reason thereof, as the case may be. Further kindly refer The Authority's Response to Sl. No. 24 above. Hence, the RFP condition/s shall prevail.
34.	Tender Point no. 7.3 (viii).	Certifying as and when demanded by the Concessionaire, the achievement of the	1) What kind of certification is being referred here? Does IE will have any	The Clause 7.3 (v) of the RFP is incorporated from the Appendix -7

Sl. No.	RFP Reference	Description	Queries/ Suggestions of the Applicant/ Bidder	The Authority's Response
		Performance Standards as per the Concession Agreement / as notified by TAMP.	role in any statutory certification process?	to the Concession Agreement [Clause 1 (viii)]. Performance Standards refers to the Appendix-15 of the Concession Agreement. Further as per the Concession Agreement, Clause 1.3 Interpretations "In this Agreement unless the context otherwise requires: a. any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder" Further, as per Concession Agreement, Appendix-4 Project Requirements- Project Facilities and Services stipulates as, "the scope of the work will broadly include planning, design, engineering, supply & installation, Operation & Maintenance of all the facilities required for the project to handle the stipulated traffic. Major Components of the Project are indicated in the following paragraphs. All facilities shall

Sl. No.	RFP Reference	Description	Queries/ Suggestions of the Applicant/ Bidder	The Authority's Response
				comply with the relevant Indian Standards or relevant International Standards (Only in the absence of Indian standards). The required construction, operation, maintenance and safety standards are annexed to this Appendix. In the absence of the both, good industry practice shall be followed. Safety precautions as per the statutory requirement shall be complied with. Project requirement also includes the compliance of Quality, Environmental, Occupational Health, safety and ISPS code. The performance standards shall generally comply with what is set out in Appendix 15" Further, Performance Standards, which includes the component as Gross Berth Output (The parameter deals with the productivity of the terminal (Gross Berth Output) for different types of cargo). Kindly also refer The Authority's Response to Sl. No. 31 above. Therefore, IE will have role, which includes statutory certification process, as stipulated in the Concession Agreement.

Sl. No.	RFP Reference	Description	Queries/ Suggestions of the Applicant/ Bidder	The Authority's Response
			2) The agreement will be made between HDC and IE as per the tender scope. What is the role of TAMP notifying IE?	As exhibit above, the Clause 7.3 (v) of the RFP is incorporated from the Appendix -7 to the Concession Agreement [Clause 1 (viii)].
35.	General Query		Does the tender requires any IACS (International accreditation for classification society) accreditation? If yes does the IE have any role in this?	No, the tender does not require such criteria.

Sl. No.	RFP Reference	Description	Queries/ Suggestions of the Applicant/ Bidder	The Authority's Response
36.	Section 2, Clause no. 2.25.3 Pg. No. 45	Substitution of Key Personnel – Team Leader	Substitution of Team Leader is requested to be allowed for reason beyond the reasonable control of the Consultant / IE in view of 42 months long duration and for this small consultancy value project.	Not Agreed with the Applicant/bidder Suggestion. Hence, the RFP condition/s shall prevail.
37.	Clause 3.1.4, Pg. 50	Eligible Assignments	Original Clause: "For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, engineering consultancy assignments in respect of design, monitoring and supervision of construction, for the following projects shall be deemed as eligible assignments (the "Eligible Assignments") of which atleast one assignment should be in respect of design and the remaining in monitoring and supervision or vice versa:" We hereby Request you to include preparation of DPR as well as the DPR is also involved with detailed design. The rectified clause may be:	Not Agreed with the Applicant/bidder Suggestion. Hence, the RFP condition/s shall prevail..

Sl. No.	RFP Reference	Description	Queries/ Suggestions of the Applicant/ Bidder	The Authority's Response
			"For the purposes of", engineering consultancy assignments in respect of preparation of DPR, design, monitoring and supervision of construction, for the following projects shall be deemed as eligible assignments (the "Eligible Assignments") of which atleast one assignment should be in respect of design/ preparation of DPR and the remaining in monitoring and supervision or vice versa."	
38.	Clause no. 7.5.1, Pg. No. 64	Time and Payment Schedule	IE shall assist the Port for completion of Liquid cargo handling along with associated facilities and giving any clarifications to any Statutory Authorities on call basis. In view of stipulated minm. number of visits of key personnel vide Clause 7.7.1, it is requested to include an item for reimbursement per visit per key personnel beyond the stipulated minm. no. of visits. This will help in benchmarking of no. of visits and cost comparison.	Not Agreed with the Applicant/bidder Suggestion. Hence, the RFP condition/s shall prevail.
39.	Schedule 1 - Agreement	Clause 1, General, Sl. 1.7, Notices	Reference to Consultant office in Chennai not understood.	Kindly refer the Corrigendum/ Addendum Sl. No. 15 to 18)
40.	Schedule 1 - Agreement	Clause 2.7.1, Force Majeure	Request to add Pandemic as a cause	The RFP condition/s shall prevail.
41.	Appendices	Appendix II Note no. 2	Request to include Escalation Clause considering the project duration and possibility of extension.	Not Agreed with the Applicant/bidder Suggestion. Hence, the RFP condition/s shall prevail.
42.	Date of submission of Tender	Notice Inviting Tender	Request for extension by at least two weeks considering the present Pandemic situation	Not Agreed with the Applicant/bidder Suggestion. Hence, the RFP condition/s shall prevail.

Sl. No.	RFP Reference	Description	Queries/ Suggestions of the Applicant/ Bidder	The Authority's Response															
43.	Cl. No 3.1.3, item code 3	Relevant Experience of the Key Personnel	Request you to delete the clause "25% marks shall be awarded for each additional Eligible Assignment undertaken by each Key personnel subject to a maximum of Four Eligible Assignments with no reference to the cost of the project." as in cl no 2.2.2 (D), eligible essential exp. assignments is already covered considerable number of projects of the key members to asses their capabilities. The clause may amend like: Key Personnel shall fulfil the experience criteria prescribed in clause 2.2.2 (D) and the marks can be divided as below: <table><tr><td>Team leader</td><td> • 5 and above projects • 4 projects • Min 3 projects </td><td> 100% 75% 50% </td></tr><tr><td>Civil Engineer cum Resident Engineer</td><td> • 3 and above project • Min. 2 projects </td><td> 100% 50% </td></tr><tr><td>Sr. Engineer Mechanical (Pipeline & Jetty Facilities)</td><td> • 3 and above project • Min. 2 projects </td><td> 100% 50% </td></tr><tr><td>Electrical / Instrumentation Engineer</td><td> • 3 and above project • Min. 2 projects </td><td> 100% 50% </td></tr><tr><td>Finance cum Legal Expert</td><td> • 2 and above project </td><td> 100% </td></tr></table>	Team leader	• 5 and above projects • 4 projects • Min 3 projects	100% 75% 50%	Civil Engineer cum Resident Engineer	• 3 and above project • Min. 2 projects	100% 50%	Sr. Engineer Mechanical (Pipeline & Jetty Facilities)	• 3 and above project • Min. 2 projects	100% 50%	Electrical / Instrumentation Engineer	• 3 and above project • Min. 2 projects	100% 50%	Finance cum Legal Expert	• 2 and above project	100%	Not Agreed with the Applicant/bidder Suggestion. Hence, the RFP condition/s shall prevail.
Team leader	• 5 and above projects • 4 projects • Min 3 projects	100% 75% 50%																	
Civil Engineer cum Resident Engineer	• 3 and above project • Min. 2 projects	100% 50%																	
Sr. Engineer Mechanical (Pipeline & Jetty Facilities)	• 3 and above project • Min. 2 projects	100% 50%																	
Electrical / Instrumentation Engineer	• 3 and above project • Min. 2 projects	100% 50%																	
Finance cum Legal Expert	• 2 and above project	100%																	

Sl. No.	RFP Reference	Description	Queries/ Suggestions of the Applicant/ Bidder			The Authority's Response
				• Min. 1 projects	50%	
44.	Cl. No 2.2.2 (D)	Length of Professional Experience	Request you to reduce the experience by 5 yrs for Team Leader and Resident Engineer each and 2 yrs for other 3 positions.			Not Agreed with the Applicant/bidder Suggestion. Hence, the RFP condition/s shall prevail.
45.	Cl V. A. XV) of IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT, page 19	Scanned copy of DD / Banker's Cheque / Pay Order towards EMD shall be uploaded.	Please allow online payment/ BG for EMD and online payment for Tender fee. Please also provide Bank details for online NEFT/RTGS payment.			Bank Guarantee cannot be accepted. Therefore, not Agreed with the Applicant/bidder Suggestion. Hence, the RFP condition/s shall prevail. Reference is invited to reply to Sl. No. 2 above with regard to provision of NEFT payment for Bid security and Bid document fee.
46.	Cl 3.4.4, Page 106	Liability of Consultant	Request to reduce the limitation of liability upto 100% of consultancy fees for this small budget project.			Not Agreed with the Applicant/bidder Suggestion. Hence, the RFP condition/s shall prevail.
47.	General	Deployment of Key personnel	to optimise the cost of consultancy job, request to give freehand to the consultant about deputation of key personnel as and when requirement basis.			Not Agreed with the Applicant/bidder Suggestion. Hence, the RFP condition/s shall prevail.
48.		Budget of consultancy	The budget mentioned in this RFP is very less compared with the volume/ requirement/ tenure of the job (deployment and back office design support). Request to provide justifiable budget to get good consultants.			Not Agreed with the Applicant/bidder Suggestion. Hence, the RFP condition/s shall prevail.
49.		Physical presence of pre-bid meeting	We are hereby bringing to your notice that, in this current COVID-19 Pandemic situation, it is not recommended to present physically in the pre-bid meeting. Request to postpone the meeting and arrange for an online meeting so			Not Agreed with the Applicant/bidder Suggestion. Hence, the RFP condition/s shall prevail.

Sl. No.	RFP Reference	Description	Queries/ Suggestions of the Applicant/ Bidder that every consultant's representative can attend and share their views directly to the authority.	The Authority's Response

