

CORRIGENDUM -VIII

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

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

| S/N | Page Ref | In Place of | To be Read as |
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| 1. | Clause no.: 6.1; Page no.: 36 | If there is only one private terminal / berth / jetty operator in a port for a specific cargo, the operator of that berth / jetty or his associates shall not be allowed to bid for the next Terminal / berth / jetty for handling the same cargo in the same port. | If there is only one private terminal / berth / jetty operator in a port for a specific cargo, the operator of that berth / jetty or his associates shall not be allowed to bid for the next Terminal / berth / jetty for handling the same cargo in the same port. |
| 2. | Table of Contents Page no-iii Point no-ix | The Policy Guidelines of the Ministry of Shipping, Government of India for preventing Private Sector Monopoly in | The Policy Guidelines of the Ministry of Shipping, Government of India for preventing Private Sector Monopoly in Major Ports. |
| 3. | Clause no.: 3.2.6; Page no.: 30 | "Applicant's experience shall be measured and stated in terms of a score (the "Experience Score")." | "Subject to the provisions of Clause 3.2.7, an Applicant's experience shall be measured and stated in terms of a score (the "Experience Score")." |
| 4. | Appendix I Annex-II i.e. ANNEX-II Technical Capacity of the Applicant @ (Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFQ) | (There is no provision in the existing RFQ of the Project) | <p style="text-align: center;">Experience Score[£]</p> <p style="text-align: center;">(8)</p> <p style="text-align: center;"><i>£ Divide the amount in the Experience column by one crore and then multiply the result thereof by the applicable factor set out in Table 3.2.6 to arrive at the Experience Score for each Eligible Project. In the case of an Eligible Project situated in an OECD country, the Experience Scores so arrived at shall be further multiplied by 0.5, in accordance with the provisions of Clause 3.2.7, and the product thereof shall be the Experience Score for such Eligible Projects</i></p> |

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| | | | <i>[Note: to avoid any doubt with the above contents, please find the entire Appendix I Annex-II with this Corrigendum.</i> |
| 5. | Clause no.: 1.2.4, Page number.: 08 | In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security equivalent to about 1% (one per cent) of the Estimated Project Cost (the "Bid Security") i.e. Rs. 1,81,81,000/- (Rupees One Crore Eighty One Lakhs and Eighty One Thousand Only) refundable no later than 60 (sixty) days from the Bid Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security | In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security equivalent to about 1% (one per cent) of the Estimated Project Cost (the "Bid Security") i.e. Rs. 1,81,81,000/- (Rupees One Crore Eighty One Lakhs and Eighty One Thousand Only) refundable no later than 60 (sixty) days from the Bid Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft in favour of Syama Prasad Mookerjee Port, Kolkata or a bank guarantee acceptable to the Authority and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. |
| 6. | Clause number.: 2.13.2, point number (xiii), page number: 35 | Demand Draft of Rs 23,600/- (Rupees twenty three thousand and six hundred only) to Authority towards the cost of the RFQ document. | Demand Draft of Rs 23,600/- (Rupees twenty three thousand and six hundred only) has to be physically deposited at the office of Superintending Engineer (SE) – Contract, in favour of <u>Syama Prasad Mookerjee Port, Kolkata, payable at Kolkata</u> at 15, Strand Road, Kolkata – 700 001 (Contact Number: +91 98362 98680 / +91 96747 20075) by vendors/contractors towards the cost of the RFQ document |
| 7. | Clause number.: 5.1, page number.: 23 | A Pre-Application conference of the interested parties shall be convened at the designated date, time and place. Only those persons who have purchased the RFQ document shall be allowed to participate in the Pre-Application conference. Applicants who have downloaded | Applicants who have downloaded the RFQ document from the Authority's website should submit a Demand Draft of Rs 23, 600 (Rupees Twenty Three Thousand & Six Hundred Only) has to be physically deposited at the office of Superintending Engineer (SE) – Contract, in favour of <u>Syama Prasad Mookerjee Port, Kolkata, payable at Kolkata</u> at 15, Strand Road, Kolkata – 700 001 |

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| | | the RFQ document from the Authority's website (www.kolkataporttrust.gov.in) should submit a Demand Draft of Rs 23, 600 (Rupees Twenty Three Thousand & Six Hundred Only) towards the cost of document, through their representative attending the conference. A maximum of three representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant. | (Contact Number: +91 98362 98680 / +91 96747 20075) by vendors/contractors along with the bid in a separately envelope |
| 8. | Appendix-I, Annex-II Clause 3.2.1 Page number: 3 | \$\$ For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 75.97 (Rupees Seventy-Five & Ninety-Seven Paisa) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date. | \$\$ For conversion of US Dollars to Rupees, the rate of conversion shall be Rs.73.4737 (Rupees Seventy Three point (decimal) Four Seven Three Seven) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date. |

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

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

NOTE: SMP, Kolkata reply to Pre Bid Queries enclosed with this Corrigendum

Superintending Engineer (Contract Cell)

For **मुख्य अभियंता / Chief Engineer**

ANNEX-II
Technical Capacity of the Applicant @
(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFQ)

| Applicant type # | Member Code* | Project Code** | Cate-gory[§] | Experience[‡] (Equivalent Rs. crore) ^{\$\$} | | | Experience Score[‡] | |
|------------------------------------|---------------------|-----------------------|------------------------------|---|---|---|-------------------------------------|--|
| | | | | Payments made/ received for construction of Eligible Projects in Categories 3 and 4 | Payments made for development of Eligible Projects in Categories 1 and 2 | Revenues appropriated from Eligible Projects in Categories 1 and 2 | | |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | |
| Single entity Applicant | | a | | | | | | |
| | | b | | | | | | |
| | | c | | | | | | |
| | | d | | | | | | |
| Consortium Member 1 | | 1a | | | | | | |
| | | 1b | | | | | | |
| | | 1c | | | | | | |
| | | 1d | | | | | | |
| Consortium Member 2 | | 2a | | | | | | |
| | | 2b | | | | | | |
| | | 2c | | | | | | |
| | | 2d | | | | | | |
| Consortium Member 3 | | 3a | | | | | | |
| | | 3b | | | | | | |
| | | 3c | | | | | | |
| | | 3d | | | | | | |
| Consortium Member 4 | | 4a | | | | | | |
| | | 4b | | | | | | |
| | | 4c | | | | | | |
| | | 4d | | | | | | |
| Aggregate Experience Score= | | | | | | | | |

@ Provide details of only those projects that have been undertaken by the Applicant under its own name and/ or by an Associate specified in Clause 2.2.9 and/ or by a project company eligible under Clause 3.2.3(b). In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 3.2.3(c) and for Categories 3 and 4, include only those projects where the payments made/received exceed the amounts specified in Clause

3.2.4. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.

An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Applicant may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Applicant with such Associate, in terms of Clause 2.2.9, shall be provided.

** Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.*

***Refer Annex-IV of this Appendix-I. Add more rows if necessary.*

\$ Refer Clause 3.2.1.

¥In the case of Eligible Projects in Categories 1 and 2, the figures in columns 6 and 7 may be added for computing the Experience Score of the respective projects. In the case of Categories 3 and 4, construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of land be included while computing the Experience Score of an Eligible Project.

\$\$ For conversion of US Dollars to Rupees, the rate of conversion shall be Rs.73.4737 (Rupees Seventy Three point (decimal) Four Seven Three Seven) to a US as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

£ Divide the amount in the Experience column by one crore and then multiply the result thereof by the applicable factor set out in Table 3.2.6 to arrive at the Experience Score for each Eligible Project. In the case of an Eligible Project situated in an OECD country, the Experience Scores arrived at shall be further multiplied by 0.5, in accordance with the provisions of Clause 3.2.7, and the product thereof shall be the Experience Score for such Eligible Projects.

Pre-Bid Queries & Reply

| Sl. No | Reference in RFQ Document | Queries/Suggestions | SMP, KOLKATA Reply |
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| 1 | Clause No. 1.1.3 (Page 7) | In Phase I of the project the Berths 2, 4 and 6 are proposed to be handed over to the selected bidder while port will continue working at Berths 8, 10 and 12. In such a scenario, the two systems will overlap considerably in shore handling, storage and receipt/delivery operations and their systemic segregation would be critical. This aspect needs to be discussed for clarity. | RFQ condition prevails. It shall be like multiple terminals operating in a Port. |
| 2 | General Security | In the port system, security is maintained by CISF while the selected concessionaire is likely to engage private security. The establishment of a feasible SOP for concurrent receipt/delivery of goods at/from two adjacent and overlapping systems using the same entry/exit gates is unique and hence, extremely important. This needs clarification. | <p>The Project Construction and Operation & Maintenance is located inside the Custom-bound areas.</p> <p>Therefore, whether there is single dedicated exit or common exit gate form the Custom-bound area, the Security is of CISF or other agencies will be as per the prevailing norms in Port.</p> <p>However, inside the Project site, in case of any additional Security system is to be operated, the Concessionaire is free to carry out subject to the approval of the Authorities adhering to the norms prevailing from time to time during the Concession Period.</p> |
| 3 | Clause No. 1.3 (Page 10) | The time of submission, need clarification. The West Bengal Government has imposed a "Total Lockdown" from 9th July 2020 till 31st July 2020. In view of the restrictions as a result of COVID-19 situation, the lockdown situation is still prevailing in West Bengal and in several parts of the country. During this time, submission of RFQ Applications (which requires compilation of several documents) will be difficult, in view of continuing travel restrictions, especially for those travelling from COVID-19 affected areas to non-containment zone areas. Proper appraisal of the Project may not also be possible as some of the activities need field visits. It is therefore requested that the Application Due Date may be extended by at least three months. | Addendum/Corrigendum may be referred to & notifications in this regard by the Competent Authority from time to time shall prevail. |
| 4 | Clause 1.1.3 (a) (Page No. 7) | <ul style="list-style-type: none"> • The Concessionaire is allowed to handle, in addition to containers, only pulses in Phase I and limestone and fertilizers in Phase II. To improve the feasibility of the Project, the concessionaire should be allowed to handle all types of multipurpose clean cargo at the terminal. | <p>(i) Handling of Food Grains and Pulses, Fertilizer, Limestone, break bulk and Containerized cargo is permitted</p> <p>(ii) Handling of Coal and Coke is not permitted</p> <p>(iii) Handling of Gas and Liquid Cargo is also not permitted</p> <p>(iv) For handling any other Dry Bulk Cargo other than (i), prior approval from Port is needed</p> |

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| | | <ul style="list-style-type: none"> • Concessionaire will have to compete with stevedores providing almost similar services at rest of the KPD. Stevedores can offer cheaper rates because of low investment by them. To improve the feasibility of the Project, the concessionaire should be given the exclusive rights to handle clean cargo at the project site. | (v) There is no Exclusivity right as such to the Concessionaire. |
| | | <ul style="list-style-type: none"> • The project period for commissioning the project should be increased to 24 months. | The RFQ condition shall prevail. |
| 5 | General Load bearing capacity of quay wall and soil investigations | <ul style="list-style-type: none"> • The date of construction and the design life of the quay wall need to be understood. Considering the wear and tear, the quay wall may not be in a position to take loads of heavy equipment such as MHCs etc. | <p>For Berth no. 2, 4, 6, 8, &10: The quay wall was designed considering allowable superimposed load of 5 T/Sqm (approx.)</p> <p>For Berth no. 12: The quay wall was designed considering allowable superimposed load of 1T/Sqm (approx.)</p> <p>Bidder has to ensure that the overall load of machinery planned to be used should be lesser that of allowable superimposed load as stated above for the respective Berth.</p> |
| | | <ul style="list-style-type: none"> • It is suggested that selection of the right mix of equipment should be left to the concessionaire as per suitability. Productivity parameters for each of type of cargo can be specified. | Other than the indicative specifications as per DFR, the Concessioner is allowed to install any equipment of higher order/capacity based on the load and condition of quay wall without causing any damage to the existing structures. |
| 6 | General Vessel Navigation – Marine – Conservancy | <ul style="list-style-type: none"> • It is requested for clarity on Lock gate functioning in terms of <ul style="list-style-type: none"> o Maintenance down time o Number of times Gate can be operated in a day o Restriction in operations of the lock gate due to tidal variation o Any other condition that may lead to restriction in operations of the lock gate o Vessels that can be hauled in/out through the lock gate of KPD daily o The responsibility of pilotage & towage, the maintenance of the lock gate and keep it operational at all times should be of the Concessioner Authority o Any plan for strengthening and augmenting the KPD lock gate | <p>Routine maintenance checkup is done daily for 2 hrs. (approx.) during the non-operational recess period. Additionally, preventive maintenance is carried out during the non-operational recess period & 10 days per year on an average is spent for shut down maintenance.</p> <p>On an average 6 nos. complete Lock operation can be provided daily for hauling in/out of vessels and barges</p> <p>Lock Gate operation is performed when the tidal river water level variation is within 8 – 20 feet</p> <p>The seasonal high water prediction beyond 22 feet river water level acts as a restriction in operation of the Lock Gate for an average period of 3 days per occasion for an average of 2 occasions per year.</p> <p>2 deep draught vessels can be hauled in/out through the lock gate daily at KPD.</p> <p>Lock Operation and Maintenance, Pilotage and Towage will remain with Port.</p> <p>KPD Lock Outer Mitre Gates were repaired in 2018. It is planned to repair the KPD Lock Inner Mitre Gates by 2021.</p> |

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| | | <ul style="list-style-type: none"> Assurance required from the authority about the responsibilities for committed depth/draught in the river approach to KPD Lock Gate, Lead In Jetty, Lock Gate, Turning Basin and the KPD-I Dock basin for the duration of the concession period proposed. | <p>Draft in the river and the approach to lock shall be as per the draft chart for KDS published every month. Maintaining 7.5 m Draft within the Lock gate shall be the responsibility of Port.</p> <p>All Marine/Navigational related activities are under the scope of SMP, KoPT including fendering at Lock Barrel.</p> <p>However, fendering at the berth, berth quay walls are the responsibility of the Concessionaire in case of any damage after date of handing over of the Project Site.</p> |
| | | <ul style="list-style-type: none"> Assurance required from the Authority about the responsibilities of maintenance of the Swing Bridge, Lock Gate, Quay Walls in the dock basin and the fendering arrangement at both Lock Gate and the berths, buoys, moorings, lights, signals and other navigational aids. | <p>Operation and Maintenance of Swing Bridge and Lock Gate are the responsibility of Port. Once the concessionaire takes over the Project on as is where is condition the responsibility of all Quay /berths shall be of the concessionaire.</p> |
| 7 | General Phase – II of the Project | <ul style="list-style-type: none"> According to Clause 1.1.3, Phase II of the project will be handed over to the concessionaire five years after the commencement of the commercial operation of Project Phase I. Almost certainly we shall see a lot of serious changes in trade patterns, logistics, supply chains, inland waterway transport and ocean shipping in the next 6 – 7 years. It may be more pragmatic to leave some tolerance for such possibilities and so, initiation of Phase II should be allowed once the traffic throughput reaches 75% of the capacity consecutively for a period of two years or after 7 years, whichever is earlier. | <p>RFQ condition prevails. However, details and any updation thereof, if any, shall be provided during the RFP stage subject to DCA condition, as the case maybe.</p> |
| 8 | Clause 1.1.1 (Page No. 6) and Clause 1.2.8 (Page No. 9) | <ul style="list-style-type: none"> The RFQ considers a capacity/peak traffic volume of 1.65 lac TEU each in Phase I and Phase II. However, the IPA feasibility study (May 2020, available on website of the port) estimates container volumes of not more than 1.2 lac TEU each. and the study mentions that this peak volume of 2.4 lac TEU will be achieved only in 2036 - 37. Hence, realistic figures may be considered for capacity/projected volumes while calculating the Aggregate Royalty | <p>Uploaded Final DFR at Syama Prasad Mookerjee Port, Kolkata website may be referred to. Annexure-9.02 may be referred for Traffic Projection where 1.65 lakh TEUs is the projection at 20th year of operation when the traffic fully matures.</p> <p>Aggregate Royalty mechanism is opted as a qualifying criterion due to multiple cargo proposed to be handled at the facility. This Traffic Projection of 1.65 Lakh TEUs is used to arrive at the aggregate royalty for sake of evaluation of the bid. It may not be the actual payable to the Port.</p> |
| 9 | General | <p>Please provide a copy of the Techno Economical Feasibility Report (TEFR) of the concern project of “Rejuvenation of Khidderpore Docks (KPD-1 WEST) through PPP mode on Design, Build, Finance, Operate and Transfer (DBFOT) Basis at Syama Prasad Mookerjee Port, Kolkata through PPP mode on DBFOT basis for a period of 30 years”. Name of the consultant, if any, may also be provided.</p> | <p>Detailed Feasibility Report (DFR) is already uploaded at Syama Prasad Mookerjee Port (SMP), Kolkata website.</p> |
| 10 | General | <p>Please provide Berth wise and commodity wise (volume of each commodity) handled at Berths Nos.- 2, 4, 6, 8, 10 & 12 at KDS of Syama Prasad Mookerjee Port, Kolkata during last 5 years.</p> | <p>Uploaded DFR at Syama Prasad Mookerjee Port, Kolkata website may be referred to.</p> |

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| 11 | General | Please provide the present Berth wise & commodity wise cargo handling capacity of Berths Nos.- 2, 4, 6, 8, 10 & 12 at KDS of Syama Prasad Mookerjee Port, Kolkata during last 5 years. | Uploaded DFR at Syama Prasad Mookerjee Port, Kolkata website may be referred to. |
| 12 | General | Kindly provide the capacity, equipment available, type of cargo handled at various Berths of KDS. | Uploaded DFR at Syama Prasad Mookerjee Port, Kolkata website may be referred to. |
| 13 | General | Please provide the details of existing Importer/Exporter of Container, various dry bulk cargos like Pulses, Fertilizer etc. with origin & destination. Kindly also provide the mode of evacuation as well as receipt of proposed cargos for the concerned proposed project with volume of each mode. | <p>Exporter/Importer details are to be obtained by the prospective bidders on their own through market survey.</p> <p>The cargo evacuation may be through Rail, Road and Waterways. The concessionaire is permitted to use the Rail siding at KPD-II for rail cargo loading/unloading by payment of applicable charges. The concessionaire may also construct his own rail siding at the facility with permission from the Port /other concerned authorities subject to feasibility.</p> |
| 14 | General | Kindly provide the Berth wise average Ship Day Output for (both loading & unloading) at Berths Nos.- 2, 4, 6, 8, 10 & 12 at KDS. | Uploaded DFR at Syama Prasad Mookerjee Port, Kolkata website may be referred to. No further data can be provided. |
| 15 | General | Kindly indicate the Nos. and type of Cargo handling equipment proposed for the project facilities in Phase manner. | Uploaded DFR at Syama Prasad Mookerjee Port, Kolkata website may be referred to. |
| 16 | General | Please clarify whether the indicative project costs are based on current cost estimates. The item wise breakup of the indicative project cost (like Mechanical, Electrical, Civil, Dredging & others) for both Phase-1 & Phase-2 may be provided separately. | Uploaded DFR at Syama Prasad Mookerjee Port, Kolkata website may be referred to. |
| 17 | General | The details of ongoing & upcoming capacity augmentation project as well as projects to be undertaken at HDC and KDS of Syama Prasad Mookerjee Port, Kolkata for which the Concession Agreement has already been signed with probable time of commissioning may be indicated. The commodity wise additional capacity at KDS after commissioning of any pipeline project may please be indicated. | To be ascertained by the prospective bidder. |
| 18 | General | Considering various projects (ongoing as well to be under taken) visa-a-vis future cargo projection for next 10 years (as per various Reports as well as current growth rate), further capacity addition through "Rejuvenation of Khidderpore Docks (KPD-1 WEST) through PPP" appears to be very much optimistic and may lead to no utilization of optimal capacity of the proposed facilities. Kindly indicate the probable cargo with volume those are expected to be handled at Berths Nos. - 2, 4, 6, 8, 10 & 12 after completion of Phase-1 as well as Phase-2. | Uploaded DFR at Syama Prasad Mookerjee Port, Kolkata website may be referred to. |
| 19 | General | Commodity wise probable Importer/Exporter who will be using this facility, may also be indicated. | To be ascertained by the prospective bidder. |

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| 20 | General | Kindly confirm, whether any exclusivity for this project facilities can be given or not? | No Exclusivity is given for the project facilities. |
| 21 | General | Please indicate whether the applicable tariff for this proposed project has been approved by TAMP and if so a copy of the tariff may be provided. Otherwise whether any tariff proposal has been submitted before TAMP for approval. If already submitted, a copy of the same be provided. Please also confirm the applicable tariff guideline for the project Further we would like participate in the joint hearing to be conducted by TAMP prior to the approval of the tariff. | Tariff proposal has been sent to TAMP. Stakeholders may participate in the joint hearing. Floating of RFP will be after the issuance of TAMP Order. |
| 22 | General | Please provide a "to scale" drawing of the Project Site indicating there in the Layout of Jetty, Stack yard, Railway yard as well as rail & road connectivity. Please confirm whether the haulage service to be provided by Port railway. In the event the haulage service is provided by BOT operator then what will be applicable tariff for haulage services. | Drawing will be provided at the RFP stage and the Detailed Drawing will be provided to the Selected Bidder of RFP stage after the submission of Bid Due Date. Haulage will be provided by Port Railways on Payment of applicable charges |
| 23 | General | Kindly indicate the type of vessels like (LOA, DWT, and Parcel Load etc.) to be handled at this facility. | Uploaded DFR at Syama Prasad Mookerjee Port, Kolkata website may be referred to |
| 24 | General | What is designed draft alongside the berths as well as in the approach channels of KDS and NSD? Who will be responsible for capital as well maintenance dredging at the Berth pockets of the proposed Berths Nos. - 2, 4, 6, 8, 10 & 12. | No Capital Dredging is envisaged for this project. SMP, Kolkata shall be responsible maintenance dredging alongside the berth. However, for any spillage of cargo in the dock basin at the facility leading to draft constraints, then the expenses in dredging done to recover the draft will be billed to the Concessionaire. |
| 25 | General | Kindly indicate whether proposed facilities need Environment Clearance from MoEF &CC. If yes, kindly indicate the status of the EC from MoEF &CC. | Environmental clearance for the handling of any cargo is not envisaged for the project, as SMP, Kolkata already handles these in the Dock. |
| 26 | Caluse-3.2.6, 3.2.7 & 3.2.8 | Applicant's experience shall be measured and stated in terms of a score (the "Experience Score"). As per revised Model RFQ, there is no provision of Factors for Experience across categories. Accordingly, Clause-3.2.6. 3.2.7 & 3.2.8 may be deleted. | Clause 3.2.1 is interlinked with Clause 3.2.6, 3.2.7 and 3.2.8 inter alia Clause 2.2. Therefore, the RFQ Conditions shall prevail |
| 27 | Clause- 3.5 & 2.25 | Pre-qualification of Applicants: The prequalification of Bidders shall be subject to clearance from National Security perspective as per Clause 2.25 of this RFQ document. Kindly confirm the validity period of Security Clearance received from Ministry for any other PPP project in KoPT or any other Major Port. | The National Security is valid for applicable period. However, the Applicant may refer to Appendix – VI and the relevant website for more information. |
| 28 | Clause-6.1 | It may be noted that at Clause-6.1 some of the text are missing, kindly confirm the same. | The clause 6.1 read as under. If there is only one private terminal / berth / jetty operator in a port for a specific cargo, the operator of that berth / jetty or his associates shall not be allowed to bid for the next terminal / berth / jetty for handling the same cargo in the same port. Here, the term "Port" means "Kolkata Dock System" of SMP, Kolkata. |

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| | | | Corrigendum/Addendum will be issued to. |
| 29 | Clause-1.1.3 | It is requested to elaborate the Scope of Work in details for clear understanding. | For Scope of Work at RFQ stage, DFR may be referred to. The same shall further be elaborated in the Draft Concession agreement which shall be uploaded along with RFP. |
| 30 | General | Considering the present pandemic situation across the India, it is requested to extend the date of Pre-Application conference and last date of receiving queries for the concerned RFQ for at least another 30 days. | Addendum/Corrigendum may be referred to & notifications in this regard by the Competent Authority from time to time shall prevail. |
| 31 | General | It is understood from the Pre-application meeting that all type of cargo can be handled at the proposed Berths Nos.- 2, 4, 6, 8, 10 & 12 at KDS. Kindly confirm the type of cargo proposed for the project other than Container, Pulses, and Fertilizer. It is requested to allow the Concessioner to handle any type of cargo. By restricting the cargo type, the viability of the project may be affected. | (i) Handling of Food Grains and Pulses, Fertilizer, Limestone, break bulk and Containerized cargo is permitted. (ii) Handling of Coal and Coke is not permitted. (iii) Handling of Gas and Liquid Cargo is also not permitted. (iv) For handling any other Dry Bulk Cargo other than (i), prior approval from Port is needed |
| 32 | General | As Authority has clarified in the Pre-application conference held on 24.07.2020 that the Tariff proposal for the proposed project already been forwarded to TAMP for approval and notification. It may be noted that TAMP always share the tariff proposal of any concern project with the prospective bidders. It is requested to advise TAMP for sharing the proposed tariff proposal of the concern project. Further we would like participate in the joint hearing to be conducted by TAMP prior to the approval of the tariff. | Tariff proposal has been sent to TAMP. Stakeholders may participate in the joint hearing. Floating of RFP will be after the issuance of TAMP Order. |
| 33 | General | Kindly share the capacity of KPD Lock Gate considering number of vessel can be entered through the Lock Gate in a single tide. | 2 of deep draught vessels can be hauled in/out through the lock gate daily at KPD. |
| 34 | General | If the authority proposed the multi cargo for the proposed PPP, then the bid parameter for the project may be reviewed. As in the bidding stage Bidder shall have to quote the Royalty per TEU and Royalty per MT. However, in case of handling multi cargo like coal, coking coal, limestone, dolomite, Iron Ore, Break bulk cargo, Project cargo etc., what will be the royalty sharing parameter. | Refer to Query No.4. Single Rate of Royalty per Ton will be the quote for all other cargo other than containers. |
| 35 | General | Authority may allow making the changes without compromising designed capacity of the project facilities. | Any structural changes/new construction at the project site will have to be approved by SMP, Kolkata. |
| 36 | General | Appendix-VI: It is requested to kindly share the Format for sharing information in connection with Security Clearance rather than registration and uploading documents through E-Sahaj portal. | The Technical Capacity, Financial Capacity and other relevant Compliance, Capacity & Capability of the Applicant for the RFQ, RFP & DCA etc. of this esteemed Project are the basic requirements. Therefore, all the Statutory Compliances in this regard are the responsibility of the Applicant. |

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| | | Kindly also confirm that the validity of Security Clearance, we have recently received the Security Clearance for other project at Major Port. | Same as above in SI. No. 36 and also SI. No. 27 of the SMP, KOLKATA Reply |
| 37 | General | Kindly confirm the approving authority of the project facilities at Ministry. | It may be noted that the RFQ, RFP & DCA etc. for the Project are being floated by the Authority and the Concession Agreement will be signed between Concessionaire and the Authority as per the provisions set forth in RFQ, RFP & DCA etc. Further, for the meaning of the Authority, kindly refer GLOSSARY- Authority-As defined in Clause 1.1.1 |
| 38 | General | It is understood that SMP, Kolkata is responsible for the dredging along with the Berths of the proposed project. Kindly confirm the same. | Kindly refer SI. No. 6 of SMP, KOLKATA Reply |
| 39 | General | Kindly confirm, whether any exclusivity for this project facilities can be given or not? It is requested to exclusivity for this project for 5 years from the date of commercial operation or till 70 % of capacity utilization of proposed project facilities. | Kindly refer SI. No. 20 of SMP, KOLKATA Reply |
| 40 | General | Kindly confirm that Concessionaire should have the liberty to develop any of the Phases or both the Phases simultaneously or any Berths either of Phase-1 or Phase-2 within the stipulated time period of completion of both the Phases. As Concessionaire have to make the planning of development of Phases according to the market demand and cargo requirement. | The Project structuring shall be as per the DPR with 2,4,6 berths in phase-1 and 8,10,12 berths in Phase-2. |
| 41 | General | Kindly confirm that Concessionaire shall have the liberty to invest the total estimated cost of the project facilities at any manner throughout the stipulated time period for completion of both the Phases. | The Concessionaire is required to abide by the milestones as may be set out in Project Schedule for the project. |
| 42 | General | Kindly confirm the length of the approach jetty of KPD. | Please refer to the DFR on the maximum LOA of the vessel that is acceptable at KPD and other dimensions of the Lock barrel. |
| 43 | General | Kindly confirm, is there any anchorage point near KPD for waiting of any vessel called at KPD. | There is no anchorage point near KPD for waiting of vessels. |
| 44 | General | It is requested to the Authority to construct the railway connectivity to the proposed project area and existing railway line of KDS. | Kindly refer SI. No. 13 of SMP, KOLKATA Reply |
| 45 | General | Kindly confirm that Concessionaire shall have to obtain Consent to Establish from the West Bengal Pollution Control Board. | As SMP, Kolkata already handles all these cargo in the berths; No separate consent to establish is needed. |
| 46 | Clause-1.1 Page no-8 | The estimated throughput in Phase I (Berths 2, 4 & 6) is 1.65 lakh TEUs and 3 lakh MT Pulses. Due to material adverse effects and/or circumstances beyond the control of the Concessionaire, it is quite possible that Phase I is unable to achieve estimated throughput of 1.65 lakh TEUs and 3 lakh MT Pulses, even by the 5th anniversary from COD of Phase I. In such circumstances, option should be given to Concessionaire to take up Phase II or decline Phase II and continue with Phase I. | RFQ condition prevails. |

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| 47 | Clause-2.2 Page no-18 | If the Applicant is incorporated in a foreign country, can you clarify the process to request the approval of the Authority from national security and public interest perspective as written in the clause 2.2.11? | Please refer to Appendix –VI. The bidder is required to approach the concerned authorities in order to get the clarity on the process of obtaining clearance from the perspective of national interest and public interest. |
| 48 | Clause-2.5 Page no-19 | It is difficult for us to visit as recommended. Can SPMP share Drone Video ? | It is the discretion of the bidder to make a site visit to submit an informed bid. The authority can only facilitate such visit and provide information available with them. |
| 49 | Clause-2.13 Page no-24 | Can the Applicant provide the digital copy of the RFQ submission on USB drives instead of CDs? | USB device is accepted. |
| 50 | Appendix-I Page-40 | Could you please clarify the formula to calculate the Aggregate Experience Score (Appendix I), labeled in number? Is this Score the same as Aggregate Technical Capacity (Appendix I, Annex 2), labeled in Rs? | Kindly refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFQ. |
| 51 | General | Can the Authority provide further details on: - Kolkata Dock System (KDS) technical characteristics : o Maps (with areas size and use, etc.), existing networks (light, water, waste water, etc.), bathymetry, quay design and crosscut vie, general state of the infrastructure and equipment fleet o NSD + KPD 1 + KPD 2 => berth length, dept at quay, berth specialization - Throughput at NSD, KPD 1 and KPD 2 per type of cargo (in tons and in TEU for container) | The maps with details may be provided by the Authority at the time RFP for the selected Bidders after RFQ shortlisting stage. |
| 52 | General | Will SPMP permit import of Chinese Equipment and/or | Government of India laws, Rules & Regulation will be applicable. |
| | | Permit Concessionaire to engage Chinese Contractors? | Government of India laws, Rules & Regulation will be applicable. |
| 53 | Appendix-IV Page-68 | We registered properly on the e-SAHAJ portal. We obtained an ID and set up a password as requested. On the old version of the portal, when entering the Applicant Dashboard, only Airport / Aviation related clearance motives are listed. On the current version of the portal, after filling the “Registration Form”, we click on “Register” and nothing happens. Please advise and clarify how to obtain the requested Security Clearance? | The Applicant is required to contact the application development/support team listed in e-sahaj portal for any technical issues. |
| 54 | General | The numbering of pages of the RFQ document is not in order and inconsistent please advise. | Up to Page N0. 40 the Sl. No. are alright except Page No. 29, which is due to some compatibility issue of conversion from track change mode of word file to PDF. However, the correct Sl. No. of the pages remains intact in the Table of Contents. Therefore, the Sl. No. as provided in the Table of Contents are to be considered accordingly. |

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| 55 | General | The sentence in page no-iii, item no: ix is incomplete, hence not fully comprehensible. | Please refer Corrigendum |
| 56 | General | We would like to understand as to who would fill, sign and submit the Appendix – V, for a Consortium. | <p>Kindly refer Sl. No. 27 of the SMP, KOLKATA Reply</p> <p>Further, Appendix V Guidelines of the Department of Disinvestment, Clause 1.2.1 states as “.... .. an Application in accordance with the provisions of this RFQ (the "Applicant", which expression shall, unless repugnant to the context, include the Members of the Consortium).”</p> <p>Further Clause 1.2.1 provides that “these guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify an Applicant in accordance with the aforesaid guidelines at any stage of the Bidding Process. Applicants must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.”</p> <p>Appendix V stipulates (b) an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.</p> <p>Therefore, from the above, it is clear that imperative for all the Consortium members to sign and stamp the Appendix-V separately.</p> |
| 57 | Clause No-3.2.5 & 3.2.6 | We would like to have a better clarity in regard to Clauses 3.2.5 & 3.2.6 regarding Experience score as given in the RFQ document. | <p>The query is not specifically indicating the clarity seeking for.</p> <p>Further, kindly refer on the Model RFQ guidelines issued by the Ministry (GoI) as based on the same the RFQ is prepared.</p> <p>The RFQ conditions shall prevail.</p> |
| 58 | General | The area in square meters to be handed over for development, etc. has not been specified, however, considering the area given in the KoPT portal of the mentioned berths is insufficient for the proposed target in TEUs (Containers) and MT (Bulk cargo) together, as mentioned in the RFQ. | <p>Uploaded DFR at Syama Prasad Mookerjee Port, Kolkata website may be referred to.</p> <p>Detailed specifications shall be incorporated in the Draft Concession Agreement which shall be uploaded with RFP after issuance of TAMP order</p> |

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| 59 | General | For Technical Eligibility: Is it imperative to have one fourth of the “Threshold Technical capacity” to be from Eligible Projects of category-1 &/or category-2, which means from the Port sector. Clarity is required in this regard. | <p>Kindly refer Clause 2.2.2 provision, which is ample Clear on the Threshold Technical Capacity, for ready reference the same is reproduced as under:</p> <p>“Provided that at least one fourth of the Threshold Technical Capacity shall be from the Eligible Projects in Category 1 and/ or Category 3 specified in Clause 3.2.1.”</p> <p>Further, Clause 3.2.1 stipulates for Category 1 and Category 3 as under:</p> <p>Category 1: Project experience on Eligible Projects in port sector that qualify under Clause 3.2.3</p> <p>Category 3: Construction experience on Eligible Projects in port sector that qualify under Clause 3.2.4</p> <p>Therefore, the Category 1 and Category 3 stipulate port sector subject to above and other relevant Clauses/ provisions of the RFQ.</p> |
| 60 | Clause No-2.2.2 | <p>We are a Consortium of four (4) member companies (A, B, C & D).</p> <p>Company A has an experience of revenue payments/receipts of Rs. 255 Crores from the construction of Real Estate Complex in the immediate past five financial years, Company B has an experience of revenue payments/ receipts of Rs. 155 Crores from operating a CFS in the immediate past five financial years, both the above companies are jointly claiming eligibility for the required Technical Capacity as required under clause no: 2.2.2 (A) given in page no-13 of the RFQ.</p> <p>Company C has a net worth of Rs. 50 Crores at the end of 2019 -2020 financial year, claiming Financial eligibility as required in clause no: 2.2.2 (B) in page no-13 of the RFQ.</p> <p>Company D has the required O & M experience as required in clause no: 2.2.3 given in page no-13 of the RFQ.</p> | <p>The Applicant provided some example referring Clause No. 2.2.2 of the RFQ.</p> <p>Further Clause 2.2.2 is also to be read along with other Criteria for evaluation including Clause 3.2. Considering the other Clauses also, and including Clause 3.2.7, the information by the way of example, is not sufficient to understand the contention.</p> <p>Notwithstanding, in this reply by SMP, KOLKATA, the RFQ conditions shall prevails.</p> |
| 61 | General | Whether payments/receipts of revenue from running a CFS would be eligible for Technical experience under Category-1. | CFS/ICDs experience shall be categorized as Eligible Projects in Ports Sector either in Category 1 or Category-3 |
| 62 | General | Whether payments/receipts of revenue from handling coal/bulk cargo by employing its own equipment at Sandheads/Sagar (Virtual port) is eligible for Technical experience under category-1. | On-shore and Off shore terminals and Cargo Handling systems are categorized as Eligible Projects in Port Sector either in Category-1 or Category-3. |

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| 63 | Clause No-2.2.2 | Whether payments/receipts of revenue from construction of Real Estate (Real Estate Complex) is eligible for Technical experience under Category-4 as given in clause no: 2.2.2 A(i) in page no-13 of the RFQ. | <p>Clause 2.2.2 and Clause 3.2 are inter-connected, which includes Clause 3.2.4.</p> <p>Clause 3.2.1 states:</p> <p>Category 4: Construction experience on Eligible Projects in core sector that qualify under Clause 3.2.4”</p> <p>Further, Clause 3.2 (ii) “core sector would be deemed to include power, telecom, ports, airports, railways, metro rail, industrial parks/ estates, logistic parks, pipelines,</p> <p>Irrigation, water supply, sewerage and real estate development. \$”</p> <p>Footnote “\$ Real estate development shall not include residential flats unless they form part of a real estate complex or township</p> <p>Which has been built by the Applicant.”</p> <p>Further Clause 3.2.4 stipulates as “For a project to qualify as an Eligible Project under Categories 3 and 4, the Applicant should have paid for execution of its construction works or received payments from its client(s) for construction works executed,</p> <p>Therefore, the Category 4 stipulates real estate under core sector subject to the above and other relevant Clauses/provisions of the RFQ.</p> <p>Notwithstanding, in this reply by SMP, KOLKATA, the RFQ conditions shall prevails.</p> |
| 64 | General | Technical experience can be claimed by a Consortium, by two different member companies from two different sectors to achieve the “Threshold Technical Capacity “. | <p>Clause 1.2.1 of the RFQ states as “interested parties/ consortia who make an Application in accordance with the provisions of this RFQ (the "Applicant", which expression shall, unless repugnant to the context, include the Members of the Consortium)”</p> <p>Further Clause 2.2.1 stipulates as, “For determining the eligibility of Applicants for their pre-qualification hereunder, the following shall apply:</p> <p>(a) The Applicant for pre-qualification may be a single entity or a group of entities (the “Consortium”), coming together to implement the Project. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.”</p> <p>Further, the RFQ Appendix I Annex-II [Technical Capacity of the Applicant @ (Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFQ)], and the instruction * Member Code shall indicate NA for Not Applicable in case of</p> |

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| | | | <p>a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member. May also be referred in this regard.”</p> <p>Further Clause 3.2.6 states as “....In case the Applicant has experience across different categories; the score for each category would be computed as above and then aggregated to arrive at its Experience Score.”</p> <p>Therefore, the Applicant can claim in any applicable Category, as the case may be, as prescribed in the RFQ subject to the relevant Clauses/ provisions of the RFQ.</p> <p>Notwithstanding, in this reply by SMP, KOLKATA, the RFQ conditions shall prevail.</p> |
| 65 | Clause No-3.2.3 | Whether payments/receipts of revenue from Port sector (ICD/CFS) under Project experience from an eligible project, whether the minimum Capital cost of such eligible project has to be Rs. 36.36 Crores as given in clause no:3.2.3 (c) as given in page no-30 of the RFQ. | <p>Please refer to Clause 3.2.3 & Clause 3.2.4</p> <p>Notwithstanding, in this reply by SMP, KOLKATA, the RFQ conditions shall prevail.</p> |
| 66 | General | Page numbers in the RFQ are not in order. | Kindly refer SI. No. 54 of SMP, KOLKATA Reply hereinabove. |
| 67 | Appendix-V | Is it imperative for all the Consortium members to sign and stamp the Appendix-V separately? | Kindly refer SI. No. 56 of SMP, KOLKATA Reply hereinabove. |
| 68 | General | Whether the lead member or all the members of a Consortium have to register in the “e-sahaj” portal | <p>Kindly refer SI. No. 56 of the SMP, KOLKATA Reply hereinabove.</p> <p>Therefore, all the members of a Consortium have to register in the “e-sahaj” portal</p> |
| 69 | General | Quantity of pulses imported presently is much below the target quantity stated in the RFQ document, whether handling of alternate cargo (both import/export) would be acceptable to the Port authority. | Kindly refer SI. No. 4 of the SMP, KOLKATA Reply hereinabove. |
| 70 | General | Nothing has been stated in the document as to whether any other PPP model would be considered in any other berths of the KPD-I & II during the tenure of the License period. | This is out of the purview of the current project RFQ. It is however made clear that no exclusivity for handling any cargo is given to the concessionaire. |
| 71 | General | Sufficient space to handle bulk cargo (Pulses & Limestone) to the quantity of Lakh MT and 3.5 lakh MT as stated in the RFQ document is not possible in the determined area (backup yard of 2 or 12 KPD). | The earmarked space is sufficient as per the estimates of Port. |

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| 72 | General | To achieve the targeted volume of 1.65 lakh Teus per annum is not possible with one berth in operation. Which means an average handling of $(165000/12) = 13750$ Teus per month. The considered handling per vessel being 700 Teus, the number vessels required to be handled per month would be $(13750/700) = 19.64$, however taking into consideration the average dwell time of a vessel at berth would be 2 days per voyage (Berthing to sailing) hence, the maximum number of vessels that can be handled in one berth would be $(30/2) = 15$ vessels per month, which is way below the target. | There are two container berths in operation. Hence, the targeted volume is achievable. |
| 73 | Clause no-1.2.4 | Reference to clause no: 1.2.4 in page no-8, please clarify the term Performance Security and the proposed amount. | <p>“Performance Guarantee” shall mean the bank guarantee(s)/letter(s) of credit procured by the Concessionaire for the benefit of the Concessioning Authority guaranteeing the performance of the obligations of the Concessionaire hereunder in the manner specified in the Draft Concession Agreement”</p> <p>Performance Guarantee amount will be as stipulated in the RFP & the DCA, which may be 5% of the Estimated Project Cost at each Phase (Phase-I and Phase-II)</p> |
| 74 | Clause no-1.2.5 | Reference to clause no: 1.2.5 in page no-8, who are the remaining bidders (all or H2, H3, and so on), please clarify. | <p>The RFQ Clause 1.1.1 states as “The Authority intends to pre-qualify and short-list suitable Applicants (the “Bidders”) who will be eligible for participation in the Bid Stage, for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein.”</p> <p>Further, Clause 1.2.1 stipulates as “The Authority has adopted a two-stage process (collectively referred to as the "Bidding Process") for selection of the bidder for award of the Project. The first stage (the "Qualification Stage") At the end of this stage, the Authority expects to announce a short-list of suitable pre-qualified Applicants who shall be eligible for participation in the second stage of the Bidding Process (the "Bid Stage") comprising Request for Proposals (the “Request for Proposals” or “RFP”).</p> <p>Further, Clause 1.2.5 of the RFQ clearly states as “Generally, the Highest Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP</p> |
| 75 | Clause no-1.2.9 | Reference to clause no: 1.2.9 in page no-9, who are the parties to determine the User Fees, what would be the role of the Licensee in the matter? | The Concessionaire shall be entitled to recover Tariff from the users of the Project Facilities and Services as per the Tariff Notification, an extract of which is set out in the Draft Concession Agreement. The Tariffs shall be revised in the manner set out in the Applicable Tariff Guidelines and duly notified by the TAMP under the MPT Act or such other competent authority under the Applicable Laws. |

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| 76 | Clause no-2.2.2 | Reference to clause no: 2.2.2 (A) in page no-13, in a Consortium, for the eligibility of "Technical capacity" whether cumulative experience of more than one company is acceptable and they being from different categories of eligibility (Port and/or Core sectors). | Kindly refer SI. No. 64 of the SMP, KOLKATA Reply hereinabove. |
| 77 | Clause no-2.2.2 | Reference to clause no: 2.2.2 (B) in page no-13, In a consortium, whether the same company can claim eligibility for both Technical capacity as well as Financial capacity. | Kindly refer SI. No. 64 of the SMP, KOLKATA Reply hereinabove. Further, Appendix I-Annex-III {Financial Capacity of the Applicant (Refer to Clauses 2.2.2(B), 2.2.4 (ii) and 3.4 of the RFQ)] describes under Applicant type may be Single Entity Applicant or Consortium I.e. Consortium Member 1; Consortium Member 2; Consortium Member 3; Consortium Member 4 (as the case may be); Therefore, the same Company can claim eligibility for both Technical capacity as well as Financial capacity, subject to the other Clauses/ provisions of the RFQ. |
| 78 | Clause no-2.12.2 | Reference to clause no: 2.12.2 in page-22, Whether pen-drive can be submitted as alternate to CD (compact disc). | Kindly refer SI. No. 49 of the SMP, KOLKATA Reply hereinabove. |
| 79 | Clause no-3.2.1 | Reference to clause no: 3.2.1 (i) in page no-23, whether revenue received/paid through handling of ships at Sandheads, Saugor Road, Diamond Harbor Terminal, etc. are eligible projects under category-1 vide clause no: 3.2.3. | On-shore and Off shore terminals and Cargo Handling systems are categorized as Eligible Projects in Port Sector either in Category-1 or Category-3. |
| 80 | Clause no-3.2.3 | Reference to the same clause as above, the revenue paid/received for operations at CFS/ICD would be accepted as an eligible project under category-1 vide clause no: 3.2.3. | CFS/ICDs experience shall be categorized as Eligible Projects in Ports Sector either in Category 1 or Category-3. |
| 81 | Clause no-3.2.3 | For the above two references, whether it is imperative to have these projects under any form of PPP model as given in clause no: 3.2.3 (a) in page nos. - 23 & 24. | Clause 3.2.3 also includes 3.2.3 (a) which states as It should have been undertaken as a PPP project on BOT, BOLT, BOO, BOOT, DBFOT basis or other similar basis. In addition to above the details as provided above SI. No. 61 & 65of the SMP, KOLKATA Reply hereinabove needs to be considered subject to other relevant Clauses/ Provisions as prescribed in the RFQ. Therefore, Clause 3.2.3 (a) is also mandatory for project to qualify as an Eligible Project under category 1 |
| 82 | DFR Clause No-2.3 Page No-20 | Reference to clause no: 2.3 in page no – 20, What is the prospect of reviving the railway connectivity at KPD-1 (West), the railway lines already existing inside the dock. | Kindly refer SI. No. 13 of the SMP, KOLKATA Reply hereinabove. |
| 83 | DFR Clause No-5.4 Page No-77 | Reference to clause no: 5.4 in page no – 77, whether any scope of setting up a processing unit at 2 or 12 KPD which is earmarked for bulk cargo handling. | All constructions (including processing units) at the site by the concessionaire shall have to be approved by Port. |

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| 84 | DFR Clause No-7.2 Page No-117 | Reference to clause no:7.2 in page no – 117, we suggest that the railway connectivity at KPD-1 (west) to be in the scope of KoPT, this would definitely augment the throughput of both container and break-bulk cargo. | Kindly refer SI. No. 13 of the SMP, KOLKATA Reply hereinabove. |
| 85 | Clause No-2.2.2 | <p>(A) : such that the sum total of the above is more than Rs. 363.62 Crores (Rupees Three Hundred Sixty Three Crores and Sixty Two Lakh Only) (the “Threshold Technical Capacity”). Provided that at least one fourth of the Threshold Technical Capacity shall be from the Eligible Projects in Category 1 and/ or Category 3 specified in Clause 3.2.1. Our cargo handling project at Berth No. 13 of Haldia Dock Complex, KoPT contributes Rs.163.09 Crores out of the Threshold Technical Capacity requirement of Rs.363.62 Crores. This should be treated as Category 1 – Project experience on Eligible Projects in port sector. Also, against the requirement to meet one-fourth of the Threshold Technical Capacity (Rs.90.91 Crores) from the port sector, our figure (Rs.163.09 Crores) is far above this requirement. Hence, to meet the shortfall in Threshold Technical Capacity (Rs.200.53 Crores) we request to consider our experience in the following :</p> <p>a) Ash Handling Jetties :</p> <p>i) Budge-Budge</p> <p>ii) Haldia</p> <p>b) Site preparation and excavation work for road making and slime dam at Iron Ore Mine.</p> <p>c) Transportation of –</p> <p>i) Coal from mine to power plant</p> <p>ii) Ash from power plant to miscellaneous civil work site.</p> <p>d) i) Excavation and coal handling charges at Mine</p> <p>iii) Ash handling charges at Power Plant.</p> | <p>Kindly refer SI. No. 79</p> <p>The provisions in the RFQ will be considered. The prospective bidder has to access the technical and financial capacity by himself..</p> |

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| 86 | Clause No-2.2.2 | <p>Cl. 2.2.2 : In case of a Consortium, the combined technical capacity and net worth of those Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement.</p> <p>Does it mean each member of the Consortium should (i) hold minimum 26% of the subscribed and paid up equity of the SPV; and (ii) contribute 5% of the Total Project Cost of Rs. 181.81 Cr towards meeting the project cost? Kindly clarify.</p> <p>Also, we wish to take credentials of 100% subsidiary company into consideration to meet the qualification criteria. Kindly confirm.</p> | <p>In case of a Consortium, the members who have and continue to have an equity share of at least 26% each would be considered for satisfying the conditions of eligibility.</p> <p>Also such members who's technical capacity or net worth is considered for the purpose of evaluation is required to hold 26% of the equity shares of the SPV up-to two years from CoD and hold subscribed and paid up equity share capital of SPV equivalent to at least 5% of the Total Project Cost.</p> |
| 87 | Clause No-2.2.3 | <p>In the event that the Applicant does not have such experience, it should furnish an undertaking that if selected to undertake the Project, it shall for a period of at least 5 (five) years from the date of commercial operation of the Project, enter into an agreement for entrusting its operation & maintenance (O&M) obligations to an entity having the aforesaid experience,</p> <p>Does it apply to both single applicant and Consortium? Does the entity with whom the 5 years O&M agreement undertaking should be given as mentioned above, have to have at least 10% equity of the SPV for 5 years as mentioned in 1st para of Clause 2.2.3? Kindly clarify.</p> | <p>In the case of a Consortium, a Member shall subscribe and continue to hold at least 10% (ten per cent) of the subscribed and paid up equity of the SPV for a period of 5 (five) years from the date of commercial operation of the Project, and has either by itself or through its Associate, experience of 5 (five) years or more in operation and maintenance (O&M) of Category 1 projects specified in Clause 3.2.1, which have an aggregate capital cost equal to the Estimated Project Cost.</p> <p>If the Applicant is not a Consortium, it shall be eligible only if it has equivalent experience of its own or through its Associates. In the event that the Applicant does not have such experience, it should furnish an undertaking that if selected to undertake the Project, it shall for a period of at least 5 (five) years from the date of commercial operation of the Project, enter into an agreement for entrusting its operation & maintenance (O&M) obligations to an entity having the aforesaid experience, failing which the Concession Agreement shall be liable to termination</p> |
| 88 | Clause No-2.2.6.(g)(ii) | <p>Clearly outline the proposed roles and responsibilities, if any, of each member; Kindly clarify.</p> | <p>The bidder is required to indicate the roles and responsibilities of the members of the consortium, for clarity please refer to Appendix IV, Clause 4.</p> |
| 89 | Clause no-2.2.6.(g)(iv) | <p>Commit that each of the members, whose experience will be evaluated for the purposes of this RFQ, shall subscribe to 26%(twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the</p> | <p>Please refer to query no. 86 above.</p> |

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| | | Concession Agreement; Our queries are the same as given in Sl. No. 2 above. | |
| 90 | Clause No-2.2.6.(g)(v) | Members of the Consortium undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid up equity of the SPV at all times until the second anniversary of the commercial operation date of the Project; If the Consortium collectively hold 51% of the equity share of SPV, who else can hold the balance 49%? Kindly clarify. | Members of the Consortium are required to hold 51% of the subscribed and paid up equity of SPV is only a minimum obligation. In a consortium Lead Member is required to hold minimum 26% of the subscribed and paid up equity and if any members' technical capacity or net worth is considered at the time of evaluation then they too are required to hold up to 26% of the subscribed and paid up equity in the SPV. Requirement to hold 51% of the subscribed and paid up equity of SPV is only a minimum and therefore the members of the consortium can hold the rest of the equity. |
| 91 | Clause No-2.2.12 | Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within 3 (three) months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. Since the Application Due Date is falling after 3 months of the closing of the latest financial year, we shall consider the experience data of F.Y. 2019-20. In case due to the current problems of Covid-19 pandemic, lock-down etc. the auditing of the balance sheet for the F.Y. 2019-20 cannot be completed, we shall submit the documents relevant to F.Y. 2019-20 certified by the Auditor. Trust, this would be O.K. Kindly confirm. | Clause 3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided. However, Clause 2.2.12 shall prevail for the Eligibility Criteria and as Clause 2.2.12 stipulates: "Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within 3 (three) months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year." Further, all the other relevant Clauses/provisions of the RFQ shall prevail, which include Eligibility of the Applicants as per Clause 2.2.2, Clauses 3.2 etc. |
| 92 | Clause No-2.12.3 | The Application and its copy shall be typed or written in indelible ink and Signed by the authorised signatory of the Applicant who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initialed. If necessary, can we treat the Feasibility Report and similar other documents as printed items and sign only on its cover page. | Documents like Annual Report, Memorandum of Association, and Articles of Association and similar other documents may be signed on cover page. However, feasibility report or any other printed documents need to be signed in all the pages. |

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| 93 | Clause No-2.25 | National Security: The pre-qualification of bidders shall be subject to clearance from National Security perspective. In the light of Appendix VI, kindly clarify this clause. | All the interested Bidders for the above proposal have to register themselves in “e-SAHAJ” portal. Bidders then need to fill up the form, upload documents as instructed and download the self-generated Acknowledgement from ‘e-SAHAJ’, to be sealed and signed by the Authorized Signatory. The same shall be made part of RFQ Application in here as APPENDIX VI. |
| 94 | Clause No-3.2.1.(ii) | Core sector would be deemed to include power, telecom, ports, airports, railways, metro rail, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage and real estate development. Since about 85% of the project involves bulk material handling and transportation, we request you to kindly include “Mines” and “bulk material handling/transportation” in the definition of core sector in terms of this clause. Specifically, we request to consider following experiences in the core sector: (a) Excavation work for road making and slime dam in Iron Ore Mine – be treated as Category 4: Construction experience in core sector. (b) Transportation of coal from mines to power plant be treated as Category 2: Project experience on Eligible projects in core sector. (c) Transportation of ash from Power Plant to miscellaneous civil work site be treated as Category 4: Construction experience in core sector. (d) Excavation and coal handling at coal mines – be treated as Category 2: Project experience in core sector. (e) Ash handling at power plant – be treated as Category 4: Construction experience in core sector. | Kindly refer Sl. No. 79 of the SMP, KOLKATA Reply hereinabove. |
| 95 | Clause No-3.2.3.(a) | It should have been undertaken as a PPP project on BOT, BOLT, BOO, BOOT, DBFOT basis or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, since we adequately fulfill the condition of meeting one-fourth of the Threshold Technical Capacity of the port sector, we request waiver of this clause for our projects as mentioned in item above. | The Ministry has issued Model RFQ document for the PPP projects in the Country. The RFQ is prepared based on the same. Clause 3.2.3 is important & mandatory Clause for a project to qualify as an Eligible Project under Categories 1 and 2: Therefore, the RFQ Clauses/Conditions shall prevail. |
| 96 | Clause No-3.2.3.(c) | The capital cost of the project should be more than Rs. 36.36 Crores (Rupees Thirty Six Crores and Thirty Six Lakh Only); Our request is same as mentioned in item 11 above. | Kindly refer Sl. No. 95 of the SMP, KOLKATA Reply hereinabove. Therefore, the RFQ Clauses/Conditions shall prevail. |
| 97 | Clause No-3.2.3.(d)(ii) | Collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, In, case of our cargo handling project at Haldia Dock Complex, KoPT, Haldia Dock Complex collects all charges from the users and pays us the cargo handling charges. Hence, this should satisfy Cl. 3.2.3.(d)(ii). Kindly confirm. | Same as above (Kindly refer Sl. No. 79 of the SMP, KOLKATA Reply herein above) |

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| 98 | Clause No-3.2.4 | However, payments/receipts of less than Rs. 36.36 Crores (Rupees Thirty-Six Crores and Thirty-Six Lakh Only) shall not be reckoned as payments/receipts for Eligible Projects. We seek waiver of this clause for our projects as mentioned in item (1) (c)(i) &(ii) and (d)(i) & (ii) above. | The Ministry has issued Model RFQ document for the PPP projects in the Country. The RFQ is prepared based on the same. Clause 3.2.3 is important & mandatory Clause for a project to qualify as an Eligible Project under Categories 1 and 2: Therefore, the RFQ Clauses/Conditions shall prevail. |
| 99 | Clause No-3.2.6 | Applicant's experience shall be measured and stated in terms of a score (the "Experience Score"). The Experience Score for an Eligible Project in a given category would be the eligible payments and/or receipts specified in Clause 2.2.2 (A), divided by one Crores and then multiplied by the applicable factor in Table 3.2.6 below. We assume that "Experience Score" calculated as per the method stipulated in this Article will be considered for calculating the threshold technical value as given in Article 2.2.2 (A). Kindly confirm. | Clause 2.2.2 and Clause 3.2 are inter-connected, which includes Clause 3.2.4, which are subject to other Clauses/conditions of the RFQ. |
| 100 | Appendix I Annex-III | Instructions: 1. (b) be audited by a statutory auditor; In case auditing of Balance Sheet and/or Annual Report of F.Y. 2019-20 is not completed before the Application Due Date for the current Covid-19 pandemic, lock-down etc., can we submit unaudited Balance Sheet with the Application and submit the audited Balance Sheet at a later date as and when it is completed? Kindly clarify. | Refer SI. No. 91 of SMP, KOLKATA Reply hereinabove. |
| 101 | Appendix-VI | Information for Security Clearance: Revised formats for seeking Security Clearance for Bidders to be provided in line with Ministry of Shipping letter vide F.No. PD- 24018/2/2018-SCC dated 24/08/2018. Considering the same, all the interested Bidders for the above proposal have to register themselves in "e-SAHAJ" portal. Bidders then need to fill up the form, upload documents as instructed and download the self-generated Acknowledgement from 'e-SAHAJ', to be sealed and signed by the Authorized Signatory. The same shall be made part of RFQ Application in here as APPENDIX VI. | Please refer to Appendix – VI. All the interested Bidders for the above proposal have to register themselves in "e-SAHAJ" portal. Bidders then need to fill up the form, upload documents as instructed and download the self-generated Acknowledgement from 'e-SAHAJ', to be sealed and signed by the Authorized Signatory. The same shall be made part of the RFQ Application in here as APPENDIX VI. |
| 102 | | Will all queries raised by various intended participants be duly answered by port authorities and will be posted on SPMP website before the query period ends? | Refer Clause 2.9.2, which states as "The Authority shall endeavor to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification." Further the Authority response to queries will be only after prescribed day the Last date for receiving queries subject to Clause 2.9.2. |

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| 103 | | As the RFQ does not mention requirement of minimum Cargo guarantee clause we would like clarity on the same. | “Minimum Guaranteed Cargo” shall have the meaning ascribed to it in the DCA, which will be provided at the RFP stage for the eligible Bidders for the RFP. |
| 104 | | Now as we understand that the tariff will be determined in consultation with TAMP but we also understand that TAMP is considered by Government of India to be dissolved soon. Hence after dissolving of the TAMP, what would be the modality of fixing the tariff by concessionaire? Will port be required to give consent to the tariff fixed by concessionaire after TAMP is dissolved or the concessionaire will have exclusive rights to fix the tariff? A clarity on the same would be requested. | As of now, TAMP is the authority to regulate Tariff. |
| 105 | | Will SPMPT ensure same draft as NSD for KPD-1. Will there be a written assurance for lock gate maintenance / draft maintenance from KOPT to concessionaire? | Refer to reply to Query No. 6 |
| 106 | | Till berthing of vessel we understand it is responsibility of KOPT kindly comment on the same. Will the concessionaire have the right on the calling priority of the vessels for KPD 1 (west) | Calling will be as per the Calling/Sailing policy of the port |
| 107 | | We understand pollution and environmental clearance is already received by SPMPT and would be extended to concessionaire and that concessionaire has no responsibility regarding the same. | Environmental Clearance is not required for the project. |
| 108 | | With regard to security a clarification from SPMPT is required as who would be responsible for gate out of the cargo? If concessionaire is responsible then exclusive security rights to be given to concessionaire maintaining ISPS. | Kindly refer SI. no. 2 of the SMP, KOLKATA Reply hereinabove. |
| 109 | | Clarity on concessionaire being able to handle all type of Dry Bulk, Bulk, Projects, Liquid, Gas, Containerized cargo etc is missing from RFQ. | Kindly refer SI. no. 31 of the SMP, KOLKATA Reply hereinabove. |
| 110 | | Being a listed company with a group turnover of 5000 Crores and market cap of 10000 Crores and net worth of 700 Crores and a logistics turnover for last five years above 400 Crores plus and also being one of the largest tenants of KOPT occupying above 125000 SQMT of port land and having the largest CFS under port land ; it is unfortunate that the tender restrict us to participate solely. A serious thought is requested to be considered by the chairman of port/ Trustees. | The Applicant has not made clear its point as “.... the tender restricts us to participate solely”. Please refer Clause 2.2.1, which states as: “For determining the eligibility of Applicants for their pre-qualification hereunder, the following shall apply: (a) The Applicant for pre-qualification may be a single entity or a group of entities (the “Consortium”), coming together to implement the Project.” |
| 111 | | We would require a clarity on vessels intended for KPD-1 if lightered at diamond harbour/ Sagar and called into KPD – will the revenue of such handling will be | The concessionaire has no role in operation at anchorage s and hence no share in revenue of anchorage is applicable for the concessionaire. Only |

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| | | considered as revenue of concessionaire of KPD-1? What happens if the vessel is not called into KPD and sails from diamond harbour / sagar | the cargo handled by the concessionaire at the project shall be concern of the concessionaire. |
| 112 | | Who will have the right to decide on the priority of calling of vessel to KPD-1 (West)- the concessionaire or the SPMPT | SMP, Kolkata decide on the calling/sailing of the vessels as per the calling/sailing policy. |
| 113 | | What role CDLB will have with respect to KPD-1 (West) in case of Bulk/Dry Bulk, Project and ODC cargo handling, containerized cargo. | There shall be no role of CDLB on the container handling at the PPP project. For non-container cargo, CDLB charges shall be applicable. |
| 114 | | Please clarify restrictions on type of vessels being allowed inside KPD-1 (west) apart from beam and LOA. | All types of vessels within the permissible LOA and Beam are acceptable |
| 115 | | As we understand from VC that dredging and lock gate maintenance will be done by SPMPT and also CISF at main gate will be deployed by SPMPT for final exit. Hence we would like a clarity from KOPT that cost of such maintenance/deployment will be borne by SPMPT. | Yes. Cost will be borne by Port on dredging, lock gate maintenance and CISF at final exit /entry gates. |
| 116 | | Can we have the soft copy of the KPD west terminal showing all the areas which the concessionaire will be awarded including the berths? We require to scale drawing of KPD -1(West) as well as whole KPD-1. | Kindly refer Sl. no. 22 of the SMP, KOLKATA Reply hereinabove. |
| 117 | | We suggest that final concessionaire of KPD-1 should be given the first right of refusal with respect to tender for KPD-1(East) and KPD-II whenever they come for tender. At least this shall substantiate the investment. Of course the performance of the concessionaire at KPD WEST to be evaluated for sure. | No such commitment can be given at this stage. |
| 118 | | Night navigation possibility if in future is extended to NSD should be extended to KPD also. | If Night navigation becomes possible both NSD and KPD shall be benefitted alike. |
| 119 | | Considering present uncertainty of COVID19 we request you to extend application submission time by at least 2 months and thereby allowing query submission time to be extended by 10 to 15 days from 31/07/2020. | Kindly refer Sl. no. 3 of the SMP, KOLKATA Reply hereinabove. |
| 120 | | Will the concessionaire have exclusive rights to develop the KPD west with an intimation to SPMPT to enhance the efficiency of the terminal and will it have exclusive rights for using technology into the terminal, which in turn shall enhance the efficiency and surveillance of the terminal. | The Concessionaire would be free to deploy higher capacity equipment/facilities/technologies. and induct new technology for improved productivity |
| 121 | | Who will be responsible for the insurance of the terminal done? SPMPT or concessionaire? | The Concessionaire shall, at its cost and expense, purchase and maintain insurances. The details of the Insurance will be ascribed in the DCA, which will be provided at the RFP stage for the eligible Bidders for the RFP. |
| 122 | | Also we need to know if the concessionaire will have the right to use the railway facility at KPD 1 at the pre-decide tariff. | There is already an existing railway siding facility at KPD-II which may be used by the Concessionaire by paying applicable charges. However, |

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| | | | permission for extension of any new railway line to the subject project facility without incurring any cost to the Authority may be granted. |
| 123 | Clause No-1.1 (Capacity and Cargo) | We understand that the concessionaire is required to develop following capacity in phases: Container-330000 TUEs Bulk Cargo-650000 MTs In order to increase the viability of the project , we request authority to provide flexibility to concessionaire in using the above mentioned capacity for handling of all types of cargo. | Kindly refer SI. no. 4 of the SMP, KOLKATA Reply hereinabove. |
| 124 | Clause No-1.1 (Type of commodities handled) | As per the RFQ, the proposed project is to be developed to handle container, pulses, fertilizer and limestone. Currently Netaji subhas dock handles more than 99% of the container traffic at Kolkata dock system. The Khidderpore Dock majorly handles bulk cargo including pulses, limestone and fertilizer. The Khidderpore dock-II accounts for 65% of the total traffic handled at Khidderpore dock. The share of Khidderpore dock-I is only 35% which is primarily pulses and fertilizer. India is on track on to become self-reliant in production on pulses which is also evident from the fact that the traffic of pulses at Khidderpore had gone down by 72% in FY2018-19 as compared to FY2017-18. In view of the above, we request authority to allow handling of all types of cargo including containers at the berth. | Kindly refer SI. no. 4 of the SMP, KOLKATA Reply hereinabove. |
| 125 | Clause No-1.1.3 (Phasing of project) | As per the issued documents, the port will be developed in two phases. Phase-II would be handed over by the authority to the concessionaire on the fifth anniversary from the date of commercial operation of phase. We request authority to link the development of phase-II with achievement of 70% of capacity utilization of phase-I. | Kindly refer SI. no. 7 of the SMP, KOLKATA Reply hereinabove. |
| 126 | Clause No-2.13.2(xiii),2.19.1(h)& 5.1 (Demand Draft) | Clause No-2.13.2 mentions that the envelope should contain demand draft of Rs.23600/- towards the purchase of RFQ. However, the clause 5.1 mentions that representative attending the pre application conference should submit a demand draft towards the cost of RFQ process and clause no 2.19.1(h) state that submitted application should contain an attested copy of the receipt of payment of Rs.23600/- to the authority towards the cost of the RFQ document. We request to the authority to allow bidders for submitting the demand draft towards the purchase of RFQ allowing with application. | It may be noted that the purchase of the RFQ is a cost of the RFQ documents that has to be given by the bidder. However, after purchase of RFQ, the bidder may or may not opt to submit his application for the Project. At the time of submission application, the demand draft should be place. Therefore, the RFQ conditions Prevails. |
| 127 | Exclusivity | The RFQ document does not provide any information about exclusivity of the project. We request authority to provide exclusivity for the project till project achieves 70% capacity utilization. | Kindly refer SI. no. 20 & 39 of the SMP, KOLKATA Reply hereinabove. |

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| 128 | Existing Sheds | Currently there are six goods shed on the berths. Out of six berths four sheds are to be proposed to be demolished for increasing the open area for stack yard in phase I to 73578 sq.m from 67761 sq.m and phase II to 60701 sq.m from 48535 sq.m .we understand the condition of the remaining shed are not suitable to carryout operation . Hence we request authority to demolish the remaining two sheds and provide clear land which can be used by the concessioner either for shorting container and cargo or creating modern warehouse. This will help the concessioner in optimizing the land usage as per market requirement. | The sheds will be dismantled before handing over to the concessionaire. |
| 129 | Dredging | There are continuations of siltation of the dock due to the opening of the lock gate. We request authority to clarify the need of capital and/or maintenance dredging for the project. We understand that the dredging will be carried out by the authority. Please confirm. | Kindly refer SI. no. 24 of the SMP, KOLKATA Reply hereinabove. |
| 130 | Berthing of Vessels | we understand that the vessels coming for handling of cargo at this project will be accorded priority. Please confirm. | The vessels calling at SMP, Kolkata are governed by the extant calling/sailing Policy. |
| 131 | railway connectivity | We understand that Khidderpore dock is connected with railway. We request authority to clarify whether the exiting railway line will be extended to proposed project. | Kindly refer SI. no. 13 of the SMP, KOLKATA Reply hereinabove. |
| 132 | Tariff fixation | We understand that the tariff for the project has not been fixed. We request authority to share the tariff fixation proposal if the same has been submitted to tariff authority. We suggest that the tariff fixation should be closed before the RFQ applications are obtained from the interested parties. | Tariff proposal will be made public by TAMP and post that RFP shall be done. |
| 133 | Lock gate | We request authority to provide the date related to the number of operational days of the lock gate in year for the last 5years from FY2015-16 to FY2019-20. | Kindly refer SI. no. 6 of the SMP, KOLKATA Reply hereinabove. |
| 134 | Environment clearance | We request authority to clarify the status of environmental clearance of the project. If environment clearance is obtained for the project then kindly share the copy of the same and its validity period. | Since it is a brown field project, so environmental clearance is not envisaged |
| 135 | Statutory clearance | We understand that the authority will be obtaining all the necessary statutory clearance for the project. Please confirm. We request authority to furnish the copies of relevant clearances granted to the project. | SI no 134 above may be referred to. The Authority shall only facilitate the Concessionaire by issuing Letters of Recommendation. Any other copy of relevant clearances may be furnished if available under Corrigendum/Addendum sl no---- And that may be shared at the RFP Stage with DCA |
| 136 | Land | We request authority to specify availability of additional land at the Khidderpore dock which can be used by the concessionaire for creating additional facility for handling and storing of cargo. | No additional land other than the earmarked space to be handed over to the concessionaire is available. |

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| 137 | Labour | We understand that the concessionaire will be free to use port labour. Please confirm. | No Port labour is available for use by the concessionaire. |
| 138 | Shareholding lock-in | We request authority to provide flexibility in change of shareholding after commercial operation date (COD) of the project. | RFQ conditions shall remain unchanged. |

Bidders are requested to upload this “**Pre-Bid Queries & Reply**” duly signed under office seal along with their Techno-Commercial bid, i.e. Cover-I offer as an acknowledgement and acceptance.

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

Superintending Engineer (Contract Cell)
For मुख्य अभियंता / Chief Engineer