



## SYAMA PRASAD MOOKERJEE PORT, KOLKATA

Issue No. I&CF/IZ&R/T/334/14 Dt. 07.04.2021

### Haldia Dock Complex

**Name of the work:** Request for Proposal (RFP) for “APPOINTMENT OF CONSULTANT FOR THE PREPARATION OF TECHNO ECONOMIC FEASIBILITY REPORT FOR AUGMENTATION OF 08 NOS. OF PROJECTS THROUGH PPP MODE TO BE IMPLEMENTED BOTH AT HALDIA DOCK COMPLEX (HDC), HALDIA & KOLKATA DOCK SYSTEM (KDS), KOLKATA, SMPK.” (RFP No. I&CF/IZ&R/T/334/1010 Dt. 22.02.2021)

### Corrigendum I

S/N	RFP Clause No.	Page No.	Subject/RFP Clause	Revised /New Clause
1.	1.4	14	<p>The RFP submissions shall be accompanied by a Bank Draft of INR 5,000/- + GST 18% in favor of “General Manager, Engineering Department, Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”, payable at Haldia, Purba Medinipur, West Bengal, India, as a non-refundable RFP processing fee (the “Processing Fee”). Proposals unaccompanied with the aforesaid RFP Processing Fee shall be liable to be rejected by the Authority.</p> <p>Details of cost of e-tender paper remitted should be entered by the participating bidder in the space provided in the e-tender as indicated hereunder:</p> <ol style="list-style-type: none"> <li>Name of remitting bidder:</li> <li>Tender No.:</li> <li>Amount remitted:</li> <li>Date of remittance:</li> <li>DD/BC No.:</li> </ol> <p>Tender submitted without requisite tender document fee will be liable for rejection.</p>	<p>The RFP submissions shall be accompanied by a Bank Draft of INR 5,000/- + GST 18% in favor of “General Manager, Engineering Department, Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata”, payable at Haldia, Purba Medinipur, West Bengal, India, as a non-refundable RFP processing fee (the “Processing Fee”). Otherwise, Bidders are required to enroll on the e-Procurement Portal (<a href="https://kopt.enivida.in/bidderRegistration/newRegistration">https://kopt.enivida.in/bidderRegistration/newRegistration</a>). After enrollment, once the bidders have selected the aforesaid RFP, they can pay the RFP Processing Fee (NOT REFUNDABLE) by net-banking / Debit / Credit card also.</p> <p>Proposals unaccompanied with the aforesaid RFP Processing Fee shall be liable to be rejected by the Authority.</p> <p>Details of cost of e-tender paper remitted should be entered by the participating bidder in the space provided in the e-tender as indicated hereunder:</p> <ol style="list-style-type: none"> <li>Name of remitting bidder:</li> <li>Tender No.:</li> <li>Amount remitted:</li> <li>Date of remittance:</li> </ol>

S/N	RFP Clause No.	Page No.	Subject/RFP Clause	Revised /New Clause
				e) DD/BC /UTR No.: Tender submitted without requisite tender document fee will be liable for rejection.
2.	2.2.7	17	-	<p><b><u>New Clause have been added :</u></b></p> <p>Techno commercial part shall contain the following which are to be uploaded:</p> <ol style="list-style-type: none"> <li>Team Composition &amp; Team Assignments as per Appendix I, Form 2 (a) and CV of the key personnel as per Appendix I, Form 2 (b).</li> <li>Eligible Assignments of Key personnel as per Appendix I, Form 3 and Abstract of Assignments of Key personnel as per Appendix I, Form 4.</li> <li>Proposal for sub consultancy (if any) as per Appendix I, Form 5.</li> <li>Eligible assignments of the firm as per Appendix I, Form 6.</li> <li>Covering Letter for Financial proposal as per Appendix II, Form 1.</li> <li>Corporate Information as per Annexure II.</li> <li>Legal capacity as per Annexure III.</li> <li>E payment form as per Annexure V.</li> <li>Bid Security Declaration as per Annexure VI (a).</li> <li>Form of Bank Guarantee for Performance Security as per Annexure VI (b).</li> <li>Form of Agreement as per Annexure VII.</li> <li>Corporate Information as per Annexure VIII.</li> </ol>
3.	2.24	26	The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be	The key personnel of the consultant are at liberty to operate from their respective offices and may conduct site visit as & when required. When visits are required both at KDS & HDC , the same may be intimated to HDC authority(As HDC,SMPK is Single point of contact ) and the concerned personnel of the consultant can avail accommodation free of cost at the guest house of KDS & HDC of SMPK for conducting such site visits.

S/N	RFP Clause No.	Page No.	Subject/RFP Clause	Revised /New Clause
			deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.	
4.	2.25	26	The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding 3 (three) times the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.	Clause Deleted.
5.	Schedule 1, Clause 1.4	32	Preparation and submission of Draft Feasibility Survey Report to SMP, Kolkata. ("HDC" in case of projects related to HDC & "KDS" related to KDS.) Submission of Final Feasibility Survey Report incorporating the comments of SMP, Kolkata, obtained from KDS in case of projects of KDS & of HDC in case of projects of HDC.	Preparation and submission of Inception report, Draft Feasibility Report along with Final feasibility report .incorporating the comments received from either KDS or HDC of SMPK , to be submitted to HDC, SMP, Kolkata (As HDC, SMPK is the Single Point of Contact).

S/N	RFP Clause No.	Page No.	Subject/RFP Clause			Revised /New Clause		
6.	Schedule 1, Clause no. 1.7.1	34	Milestone No.	Deliverables	Timeline from the date of placement of work order	Milestone No.	Deliverables	Timeline from the date of placement of work order
			Total Timeline for submission of TEFR for 08 nos. of projects indicated in ToR		48 weeks from the date of issuance of LoA	Total Timeline for submission of TEFR for 08 nos. of projects indicated in ToR		72 weeks from the date of issuance of LoA
			1	Final TEFR for three (03) projects under HDC along with any one (01) project under KDS.	First 24 weeks	1	Final TEFR for two (02) projects as per Annexure VIII	24(Twenty four) weeks from the date of issuance of LOA
			2	Final TEFR for five (04) projects under KDS.	Next 24 weeks	2	Final TEFR for two (02) projects as per Annexure VIII	48 (Forty eight ) weeks from the Issuance of LOA
						3	Final TEFR for remaining four (04) projects under KDS.	72(Seventy two) weeks from the from the Issuance of LOA
			In case of delay in completion of Services within the stipulated time of delivery as per table no. 1.7.1 (ToR), liquidated damages not exceeding an amount equal to 0.2% (zero point two percent) of the Agreement Value per day (After acceptance of the bid, the total offered value shall be divided by 08 projects, thereby obtaining amount of preparation & submission of TEFR for each project. In case of delay in completion of services for Milestone no. 01, liquidated damages will be imposed on 50 % of the total Agreement Value. For delay in completion of services for Milestone no. 02, liquidated damages will be imposed on the remaining 50 % of the total Agreement Value), subject to a maximum of 10% (ten percent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the			In case of delay in completion of Services within the stipulated time of delivery as per table no. 1.7.1 (ToR), liquidated damages not exceeding an amount equal to 0.2% (zero point two percent) per day of the accepted Value of contract for each project (After acceptance of the bid, the quoted price for each project by the consultant), subject to a maximum of 10% (ten percent) of the contract Value of each project will be imposed and shall be recovered from Payment of consultant . In case of delay in each deliverables as per <b>Milestones</b> , LD will be imposed on the amount of each of the projects from the date of the completion of respective Milestone .		
			However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted without levying Liquidated Damages (LD) subsequent to analysis of extension of time report.					

S/N	RFP Clause No.	Page No.	Subject/RFP Clause	Revised /New Clause																												
			<p>Consultant, suitable extension of time shall be granted without levying Liquidated Damages (LD) subsequent to analysis of extension of time report.</p> <p><b>Note:</b> The above timeline is the minimum requirement for the instant RFP &amp; does not necessarily hold good in case the successful bidder wishes to submit more TEFR in first 24 weeks.</p>																													
7.	1.7.2	34	<table><tr><th>SI No.</th><th>Deliverables</th><th>Payment for preparation of TEFR of each project</th></tr><tr><td>1</td><td>Draft copy of TEFR submitted &amp; accepted.</td><td>50 % of accepted price for preparation &amp; submission of each TEFR.</td></tr><tr><td>2</td><td>Final copy of TEFR submitted &amp; accepted.</td><td>Remaining 50 % of accepted price for preparation &amp; submission of each TEFR</td></tr><tr><td colspan="2">Total</td><td>100 % for each TEFR</td></tr></table>	SI No.	Deliverables	Payment for preparation of TEFR of each project	1	Draft copy of TEFR submitted & accepted.	50 % of accepted price for preparation & submission of each TEFR.	2	Final copy of TEFR submitted & accepted.	Remaining 50 % of accepted price for preparation & submission of each TEFR	Total		100 % for each TEFR	<table><tr><th>SI No.</th><th>Deliverables</th><th>Payment for preparation of TEFR of each project</th></tr><tr><td>1</td><td>Submission of Inception Report</td><td>20 % of accepted price for preparation &amp; submission of inception report of each TEFR.</td></tr><tr><td>2</td><td>Submission of Draft copy of TEFR</td><td>30 % of accepted price for preparation &amp; submission of draft copy of each TEFR.</td></tr><tr><td>3</td><td>Submission of Final copy of TEFR &amp; acceptance by SMPK</td><td>Remaining 50 % of accepted price for preparation &amp; submission of final copy of each TEFR, which is to be accepted by KDS &amp; HDC of SMPK for respective project.</td></tr><tr><td colspan="2">Total</td><td>100 % for each TEFR</td></tr></table>	SI No.	Deliverables	Payment for preparation of TEFR of each project	1	Submission of Inception Report	20 % of accepted price for preparation & submission of inception report of each TEFR.	2	Submission of Draft copy of TEFR	30 % of accepted price for preparation & submission of draft copy of each TEFR.	3	Submission of Final copy of TEFR & acceptance by SMPK	Remaining 50 % of accepted price for preparation & submission of final copy of each TEFR, which is to be accepted by KDS & HDC of SMPK for respective project.	Total		100 % for each TEFR	
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Total		100 % for each TEFR																														
8.	1.7.2	34	<p>The team deployed for preparation of Techno Economic Feasibility Report for KDS will seat at KDS good office &amp; the team deployed for preparation of Techno Economic Feasibility Report for HDC will seat at HDC good office. The Team Leader will coordinate both the team &amp; report to the authority.</p>	<p>In case of site visit, communication regarding the same needs to be carried out prior to the date of the site visit to HDC authority as HDC is the SPOC (Single Point of Contact) for the entire tenure of the cited project.</p> <p>The payment against raised invoice as cited in the clause no. 1.7 will be made from Haldia Dock Complex, SMPK .</p>																												

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9.	Schedule 3	41	<div><div>Last date &amp; time for online submission of RFP</div><div>13.04.2021 at 15:00 PM.</div></div> <div><div>Last Date, time and Place of opening of RFP (Technical Bid)</div><div>13.04.2021 at 15:00 PM.</div></div>						<div><div>Last date &amp; time for online submission of RFP</div><div>04.05.2021 at 15:00 PM.</div></div> <div><div>Last Date, time and Place of opening of RFP (Technical Bid)</div><div>05.05.2021 at 15:00 PM.</div></div>																																			
10.	Appendix II, Form 2	52	<table><tr><th>S r. N o.</th><th>Description</th><th>Qu an tit y</th><th>Ra te</th><th>U n i t</th><th>A mo unt (Rs)</th></tr><tr><td>1</td><td>RFP for “Appointment of Consultant for the preparation of Techno Economic Feasibility Report for augmentation of 08 nos. of projects through PPP Mode to be implemented both at Haldia Dock Complex (HDC), Haldia &amp; Kolkata Dock System (KDS), Kolkata, SMPK”.</td><td>1.00</td><td>No t to qu ote her e</td><td>L u m p S u m</td><td>Not to quote here</td></tr></table>						S r. N o.	Description	Qu an tit y	Ra te	U n i t	A mo unt (Rs)	1	RFP for “Appointment of Consultant for the preparation of Techno Economic Feasibility Report for augmentation of 08 nos. of projects through PPP Mode to be implemented both at Haldia Dock Complex (HDC), Haldia & Kolkata Dock System (KDS), Kolkata, SMPK”.	1.00	No t to qu ote her e	L u m p S u m	Not to quote here	<table><tr><th>S r. N o.</th><th>Description</th><th>Qu an tit y</th><th>Ra te</th><th>U n i t</th><th>A mo unt (Rs)</th></tr><tr><td>1</td><td>Mechanization of existing Berth no. 05 (erstwhile Berth No. 4B) in respect of handling of Dry Bulk cargo by the way of unloading from vessel by Mobile Harbour Crane (MHC) or any suitable means, conveying through conveyor system, storage at yard by Stacker cum Reclaimer &amp; loading at Wagon through faster Mechanized loading system. Provision shall have to be kept for export of dry bulk cargo also.</td><td>1.00</td><td>No t to qu ote her e</td><td>L u m p S u m</td><td>No t to qu ote her e</td></tr><tr><td>2</td><td>Mechanization of existing Berth no. 10 (erstwhile Berth No. 09) in respect of handling of Dry Bulk cargo by the way of unloading from vessel by Mobile Harbour Crane (MHC) or any suitable means, conveying through conveyor system, storage at yard by Stacker cum Reclaimer &amp; loading at Wagon through faster</td><td>1.00</td><td>No t to qu ote her e</td><td>L u m p S u m</td><td>No t to qu ote her e</td></tr></table>						S r. N o.	Description	Qu an tit y	Ra te	U n i t	A mo unt (Rs)	1	Mechanization of existing Berth no. 05 (erstwhile Berth No. 4B) in respect of handling of Dry Bulk cargo by the way of unloading from vessel by Mobile Harbour Crane (MHC) or any suitable means, conveying through conveyor system, storage at yard by Stacker cum Reclaimer & loading at Wagon through faster Mechanized loading system. Provision shall have to be kept for export of dry bulk cargo also.	1.00	No t to qu ote her e	L u m p S u m	No t to qu ote her e	2	Mechanization of existing Berth no. 10 (erstwhile Berth No. 09) in respect of handling of Dry Bulk cargo by the way of unloading from vessel by Mobile Harbour Crane (MHC) or any suitable means, conveying through conveyor system, storage at yard by Stacker cum Reclaimer & loading at Wagon through faster	1.00	No t to qu ote her e	L u m p S u m	No t to qu ote her e
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S/N	RFP Clause No.	Page No.	Subject/RFP Clause	Revised /New Clause						
					Mechanized loading system. Provision shall have to be kept for export of dry bulk cargo also.					
				3	Construction of container handling berth having continuous key length of 500 meter at the river front at a location in between existing 3rd Oil Jetty & HFTPL (Haldia Floating Terminal Private Limited) jetty along with suitable back up container parking yard & consequent shifting of Mechanized Container Handling system (i.e. Port owned RMQCs & RTYGCs) from existing Berth No. 11 & 12 to newly constructed berth outside impounded dock through PPP mode. Shifting of existing container handling equipment to the new berths is to be undertaken by the PPP concessionaire including installation of other container handling equipment like reach stacker, tractor trailers as per the requirement.	1.00 operation	Not to quote here	L u m S u m	No t to qu ote her e	No t to qu ote her e
				4	Construction & Operation of RO RO cum Cargo Handling jetty at Howrah through PPP mode.	1.00 operation	Not to quote here	L u m S u m	No t to qu ote her e	No t to qu ote her e
				5	Construction of Concrete Jetty for Liquid Cargo Handling at Buj Buj.	1.00 operation	Not to quote here	L u m S	No t to qu ote her e	No t to qu ote her e

S/N	RFP Clause No.	Page No.	Subject/RFP Clause	Revised /New Clause					
								u	
				6	Strengthening & Mechanization of Berth 7, 8 NSD on DBFOT basis.	1.0 0 op era tio n	No t to qu ote her e	L u m p S u m	No t to qu ote her e
				7	Mechanization of Berths 4 & 5 NSD on DBFOT basis.	1.0 0 op era tio n	No t to qu ote her e	L u m p S u m	No t to qu ote her e
				8	Construction & Mechanization of Container berths at KDS Outer Terminal.	1.0 0 op era tio n	No t to qu ote her e	L u m p S u m	No t to qu ote her e
11.	1.2.7.1 (a) of GCC	56	"Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial	"Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, pandemic, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking					



S/N	RFP Clause No.	Page No.	Subject/RFP Clause	Revised /New Clause
			action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.	Force Majeure to prevent), confiscation or any other action by government agencies.
12.	1.3.5 of GCC	60	<p>Insurance to be Taken Out by the Consultants.</p> <p>The Consultants (i) shall take out and maintain, and shall cause any sub-consultants to take out maintain, at their (or the sub-consultants', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as mentioned below, and (ii) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been paid. The risks and the coverage shall be as follows:</p> <p>(a) Third Party Motor Vehicle Liability Insurance as required under extant Motor Vehicles Act in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel for the period of Consultancy.</p> <p>(b) Third Party Liability Insurance with a minimum coverage for Rs. 5 lakh for the period of consultancy.</p> <p>(c) Employer's Liability and Workers' Compensation Insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p>	Clause Deleted.

S/N	RFP Clause No.	Page No.	Subject/RFP Clause	Revised /New Clause
			(d) Insurance against loss of or damage to:  (i) Equipment purchased in whole or in part with funds provided under this Contract,  (ii) The Consultants' property used in the performance of the Services, and  (iii) Any documents prepared by the Consultants in the performance of the Services.	
13.	Annexure IX	85	-	<b><u>New Annexure have been added ;</u></b>  PROPOSED SCHEDULE

## APPENDIX-II: FINANCIAL PROPOSAL: FORM-2

### Financial Proposal

Subject: Consultancy Services for “Appointment of Consultant for the preparation of Techno Economic Feasibility Report for augmentation of 08 nos. of projects through PPP Mode to be implemented both at Haldia Dock Complex (HDC), Haldia & Kolkata Dock System (KDS), Kolkata, SMPK”.

Sl. No.	Description	Quantity	Rate	Unit	Amount (Rs)
1	Mechanization of existing Berth no. 05 (erstwhile Berth No. 4B) in respect of handling of Dry Bulk cargo by the way of unloading from vessel by Mobile Harbour Crane (MHC) or any suitable means, conveying through conveyor system, storage at yard by Stacker cum Reclaimer & loading at Wagon through faster Mechanized loading system. Provision shall have to be kept for export of dry bulk cargo also.	1.00 operation	Not to quote here	Lump Sum	Not to quote here
2	Mechanization of existing Berth no. 10 (erstwhile Berth No. 09) in respect of handling of Dry Bulk cargo by the way of unloading from vessel by Mobile Harbour Crane (MHC) or any suitable means, conveying through conveyor system, storage at yard by Stacker cum Reclaimer & loading at Wagon through faster Mechanized loading system. Provision shall have to be kept for export of dry bulk cargo also.	1.00 operation	Not to quote here	Lump Sum	Not to quote here
3	Construction of container handling berth having continuous key length of 500 meter at the river front at a location in between existing 3 <sup>rd</sup> Oil Jetty & HFTPL (Haldia Floating Terminal Private Limited) jetty along with suitable back up container parking yard & consequent shifting of Mechanized Container Handling system (i.e. Port owned RMQCs & RTYGCs) from existing Berth No. 11 & 12 to newly constructed berth outside impounded dock through PPP mode. Shifting of existing container handling equipment to the new berths is to be undertaken by the PPP concessionaire including installation of other container handling equipment like reach stacker, tractor trailers as per the requirement.	1.00 operation	Not to quote here	Lump Sum	Not to quote here

4	Construction & Operation of RO RO cum Cargo Handling jetty at Howrah through PPP mode.	1.00 operation	Not to quote here	Lump Sum	Not to quote here
5	Construction of Concrete Jetty for Liquid Cargo Handling at Buj Buj.	1.00 operation	Not to quote here	Lump Sum	Not to quote here
6	Strengthening & Mechanization of Berth 7, 8 NSD on DBFOT basis.	1.00 operation	Not to quote here	Lump Sum	Not to quote here
7	Mechanization of Berths 4 & 5 NSD on DBFOT basis.	1.00 operation	Not to quote here	Lump Sum	Not to quote here
8	Construction & Mechanization of Container berths at KDS Outer Terminal.	1.00 operation	Not to quote here	Lump Sum	Not to quote here

Total tendered amount (in words..... **Not to quote here** .....

[The prices quoted shall be including all statutory levies excluding GST, which will be paid extra.]

Permanent Income Tax A/C. No... ..

Date:

\_\_\_\_\_  
(Signature of Tenderer)

[Total amount of tender, completion time and preliminary time as quoted / stated above are to be carried over to Form of Tender attached

## ANNEXURE-IX: PROPOSED SCHEDULE

Milestone No.	Project Name	Q1	Q2	Q3	Q4	Q5	Q6
1	Mechanization of existing Berth no. 05 (erstwhile Berth No. 4B) in respect of handling of Dry Bulk cargo by the way of unloading from vessel by Mobile Harbour Crane (MHC) or any suitable means, conveying through conveyor system, storage at yard by Stacker cum Reclaimer & loading at Wagon through faster Mechanized loading system. Provision shall have to be kept for export of dry bulk cargo also.						
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2	Construction of container handling berth having continuous key length of 500 meter at the river front at a location in between existing 3 <sup>rd</sup> Oil Jetty & HFTPL (Haldia Floating Terminal Private Limited) jetty along with suitable back up container parking yard & consequent shifting of Mechanized Container Handling system (i.e. Port owned RMQCs & RTYGCS) from existing Berth No. 11 & 12 to newly constructed berth outside impounded dock through PPP mode. Shifting of existing container handling equipment to the new berths is to be undertaken by the PPP concessionaire including installation of other container handling equipment like reach stacker, tractor trailers as per the requirement.						
2	Construction of Concrete Jetty for Liquid Cargo Handling at Buj Buj.						
3	Strengthening & Mechanization of Berth 7, 8 NSD on DBFOT basis.						
3	Mechanization of Berths 4 & 5 NSD on DBFOT basis.						
3	Construction & Mechanization of Container berths at KDS Outer Terminal.						
3	Construction & Operation of RO RO cum Cargo Handling jetty at Howrah through PPP mode.						



## SYAMA PRASAD MOOKERJEE PORT, KOLKATA

**Issue No.** I&CF/IZ&R/T/334/14 Dt. 07.04.2021

### Haldia Dock Complex

**Name of the work:** Request for Proposal (RFP) for “APPOINTMENT OF CONSULTANT FOR THE PREPARATION OF TECHNO ECONOMIC FEASIBILITY REPORT FOR AUGMENTATION OF 08 NOS. OF PROJECTS THROUGH PPP MODE TO BE IMPLEMENTED BOTH AT HALDIA DOCK COMPLEX (HDC), HALDIA & KOLKATA DOCK SYSTEM (KDS), KOLKATA, SMPK.” (RFP No. I&CF/IZ&R/T/334/1010 Dt. 22.02.2021)

**Date:** 16.03.2021

**Time:** 12:00 PM

**Venue:** JAWAHAR TOWER COMPLEX,  
P. O. Haldia Township, **DIST:** Purba Medinipur  
**PIN:** 721607, West Bengal, India  
Haldia Dock Complex  
Syama Prasad Mookerjee Port, Kolkata Kolkata

### Responses to Pre Proposal/Bid Queries

S/N	RFP Clause No.	Page No.	Subject/RFP Clause	Bidder's Query	Response
1.	Searching for Tender Documents, Sl no. 02 and clause no. 1.4.1	10 and 14	<b>RFP Processing Fee</b> Once the bidders have selected the tenders they are interested in, you can pay the Tender Fee & Processing Fee (Non Refundable) by Net banking/ Debit/ Credit card then you may download the required documents/tender schedules, Bid documents etc. Once .....tender document.	In page 10, it is written the Tender fee and processing fee will be paying through online But, In page 14, it is written Bank draft for RFP processing fee of Rs. 5000 /- + 18% GST. Please clarify the payment mode whether online or draft and the corresponding amount? Whether we should follow the amount showing in NIT?	Payment for the Tender document and processing fee can be undertaken both through online submission or by submitting demand draft in the name & address mentioned in the RFP document. The amount will be as per the amount mentioned in RFP inclusive of GST.

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2.	2.24	26	The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.	Health (Medical) Issues and resignation of Employees are not under control of Selected Bidder/s. Hence, we request you to make these issues outside the reduction of remuneration.	<p>This clause is substituted by the following;</p> <p>The key personnel of the consultant are at liberty to operate from their respective offices and may conduct site visit as &amp; when required. When visits are required both at KDS &amp; HDC , the same may be intimated to HDC authority(As HDC,SMPK is Single point of contact ) and the concerned personnel of the consultant can avail accommodation free of cost at the guest house of KDS &amp; HDC of SMPK for conducting such site visits.</p>
3.	2.25	26	The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding 3 (three)	The proposal id for TEFR making and does not related to Design, Construction and supervision work in which there will be a chance of direct	<p>Agreed with the proposal.</p> <p>Performance Security will remain &amp; Indemnity provision will be deleted.</p>

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			times the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.	financial loss. Moreover, we are giving Performance Security for our work. Hence we feel that indemnity here should not more than the value of agreement. Request you to modify the clause accordingly.	Bank Guarantee will be only released after satisfactory completion of all assignments.
4.	1.2.7.1 of GCC	56	"Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.	We request you to include the "pandemic" as well.	Agreed with the proposal & "Pandemic" has been incorporated in clause no 1.2.7.1(a) of GCC.
5.	1.3.5 of GCC	60	Insurance to be Taken Out by the Consultants.	We will be engaged for TEFR making. In such, we believe that third party motor vehicle liability insurance, third party liability insurance, Employer's	The clause stands deleted.



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			<p>The Consultants (i) shall take out and maintain, and shall cause any sub-consultants to take out maintain, at their (or the sub-consultants', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as mentioned below, and (ii) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been paid. The risks and the coverage shall be as follows:</p> <p>(a) Third Party Motor Vehicle Liability Insurance as required under extant Motor Vehicles Act in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel for the period of Consultancy.</p> <p>(b) Third Party Liability Insurance with a minimum coverage for Rs. 5 lakh for the period of consultancy.</p>	<p>liability &amp; Worker's compensation insurance, Insurance against loss or damages are not applicable. Please confirm.</p>	

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			<p>(c) Employer's Liability and Workers' Compensation Insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(d) Insurance against loss of or damage to:</p> <p>(i) Equipment purchased in whole or in part with funds provided under this Contract,</p> <p>(ii) The Consultants' property used in the performance of the Services, and</p> <p>(iii) Any documents prepared by the Consultants in the performance of the Services.</p>		

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6.	1.7.2	34	<b>S I N o.</b>	<b>Deliverables</b>	<b>Payment for preparation of TEFR of each project</b>				<b>S I N o.</b>	<b>Deliverables</b>	<b>Payment for preparation of TEFR of each project</b>
			1	Draft copy of TEFR submitted & accepted.	50 % of accepted price for preparation & submission of each TEFR.	1	Submission of Inception Report	20 % of accepted price for preparation & submission of each TEFR.	1	Submission of Inception Report	20 % of accepted price for preparation & submission of inception report of each TEFR.
			2	Final copy of TEFR submitted & accepted.	Remaining 50 % of accepted price for preparation & submission of each TEFR	2	Draft copy of TEFR submitted & accepted.	50 % of accepted price for preparation & submission of each TEFR.	2	Submission of Draft copy of TEFR	30 % of accepted price for preparation & submission of draft copy of each TEFR.
						3	Final copy of TEFR submitted & accepted.	Remaining 30 % of accepted price for preparation & submission of each TEFR.	3	Submission of Final copy of TEFR & acceptance by SMPK	Remaining 50 % of accepted price for preparation & submission of final copy of each TEFR, which is to be accepted by KDS & HDC of SMPK for respective project.
			<b>Total</b>		<b>100 % for each TEFR</b>						
7.	1.7.2	34	The team deployed for preparation of Techno Economic Feasibility Report for KDS will seat at KDS good office & the team deployed for preparation of Techno Economic Feasibility			We understand that making of TEFR will require more effort from the design office of the consultant rather than site for utilizing existing set up of consultants, which includes but not limited to the use of knowledge of			No team need to be deployed at HDC or KDS. The consultant reserves the right to undertake the project related tasks from their own good office. In case visits are required both at KDS & HDC , the same may be intimated to HDC authority(As		

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			Report for HDC will seat at HDC good office. The Team Leader will coordinate both the team & report to the authority.	different experts, use of different in house software. There could be one resource at site who will coordinate with the client and consultants. During any high level meetings/ presentation, the experts from design office will attain. Request to modify the clause in view of above.	HDC,SMPK is Single point of contact ) and the concerned personnel of the consultant can avail accommodation free of cost at the guest house of KDS & HDC of SMPK for conducting such site visits.
8.	NIT	06	<b>Last date &amp; time for online submission of RFP</b> 13.04.2021 at 15:00 PM.	We request the authority to provide at least 1 month time for proposal submission from the date reply to bidder's queries.	The revised date of online submission will be 04.05.2021 at 15:00 PM. The revised Date, time and Place of opening of RFP (Technical Bid) will be 05.05.2021 at 15:00 PM.
9.	2.2	17	CONDITION OF ELIGIBILITY OF THE APPLICANTS	As requested earlier, we request the authority to allow, not only technical consultants as empaneled by IPA under category 1 (a) and 1 (b) to bid, but also allow the consultants empaneled by IPA under category 3 (a) Traffic Studies & Logistic Management services. The 8 projects envisaged are intended to be awarded on BOT basis on PPP mode. The work such as Traffic, Market Study, project structuring, phasing, financial analysis, risk assessment, NPV, IRR are also equally important for making the projects attractive to the bidders & fetch more financial benefit to the port trust. In the past, there are several precedence where the major port trusts have appointed financial consultants to make TEFR for projects to be awarded on PPP mode. Hence, we requested	The criteria specified in the RFP will remain unaltered.

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10.	3.2.2	27	The Techno- Commercially Qualified Bidder quoting the lowest price (L1), shall be declared as the successful bidder by SMP, Kolkata for award.	We request the authority to kindly make the evaluation procedure on QCBS basis (70:30) so that firms with relevant credentials and CVs compete for engagement.	The criteria specified in the RFP will remain unaltered.
11.	3.1.1	27	Applicants shall submit detail (Appendix-I, Form – 6) of at least one similar project related to Mechanization of berth, jetty etc. Or construction of berth, jetty etc. & cited shall be treated as Minimum Qualifying Benchmark ("MQB"). Any bidder that passes these benchmarks is declared as technically qualified for opening of their financial bids. Bidders shall furnish all forms included in Appendix-I with required information.	We request the authority to kindly modify the criteria and allow the assignments such as preparation of TEFR for port projects to be awarded on BOT basis on PPP mode.	Here, "similar project" denotes the project where preparation of TEFR has been carried out pertinent to the project type stipulated in the RFP. Hence, The criteria specified in the RFP will remain unaltered.