

CORRIGENDUM-XVIIRef. RFQ Tender Notice No.:**KOPT/KDS/CIV/T/2474/06**Dtd. **24.06.2020**Ref. RFP Tender No : **KOPT/KDS/CIV/T/2474/06A** Dtd. **26.02.2021****Name of Work : Rejuvenation of Khidderpore Docks (KPD-I West) through PPP Mode on Design, Build, Finance, Operate & Transfer (DBFOT) Basis at Syamaprasad Mookerjee Port, Kolkata**

Reference to RFP document, DCA, RFQ documents, issued by the Concessioneing Authority and also including addendums, clarifications given, following changes/modifications are made:

SL No.	Doc. Clause no.	Event Description	In Place of	To be read as
1	RFP, 13. 1 : Schedule of Bidding Process	Bid Due Date	10.05.2021 before 15-00 Hrs, IST	24.05.2021 before 15-00 Hrs, IST
2	RFP, 13. 1 : Schedule of Bidding Process	Opening of Bids	10.05.2021 before 15-30 Hrs, IST	24.05.2021 before 15-30 Hrs, IST

The Response of Authority for Pre bid queries is enclosed herewith.

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

-S/d-
**Superintending Engineer(Contract)
For Chief Engineer (I/C)
Syamaprasad Mookerjee Port, Kolkata**

CORRIGENDUM-XVII

“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”

RFP Pre-Bid Bidders Queries: Authority Response

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
1.	DFR		Could you please share the Bill of Quantity (BOQ) Excel File to be completed and submitted in the financial bid?	Please refer to Clause 2.10.5 of the RFP. The Applicant is required to download the BOQ file from the e-procurement.
2.	RFP Article 2.20.2		Could you please specify to whom the demand draft for the Bid Security shall be issued and where shall it be payable	In case the Bid Security is provided in the form of DD, the same shall be drawn in favour of Syamaprasad Mookerjee Port payable at Kolkata.
3.	RFP Appendix-I (Sl. No. 24, Clause 2.11.4)	Submission of bids in Envelops to the Authority: written on the envelope	On one hand, in article 2.11.4, it is mentioned that the technical bid shall be placed in an envelope bearing “Bid for the Rejuvenation of Kidderpore Docks (KPD-I West) through PPP mode on Design, Build, Finance, Operate and Transfer (“DBFOT”) basis at Syama Prasad Mookerjee Port, Kolkata”, and shall indicate the name & address of the applicant and the bid due date. On the other hand, in appendix I, it is explained that the technical bid shall be	The Applicant has to submit only the hard copy of the Technical Bid. Therefore, the envelope shall be marked as mentioned in Clause 2.11.4.

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			submitted in a separate envelope marked as "Enclosures of the bid". Could you please clarify what should be written on the envelope?	
4.			Shall a hard copy of the feasibility report be inserted in the technical bid?	Please refer to Clause 2.11.2 for the documents to be submitted as part of the Technical Bid.
5.	Appendix VI-and Appendix VII of the RFP	Performa of Pre-Contract Integrity Pact	Do we have to submit the Performa of undertaking regarding illegal methods for influencing bid process (Appendix VI of the RFP) and Performa of disclosure of payment made/proposed to be made to the intermediaries in connection with the bid (Appendix VII of the RFP)? If yes, in which part can we insert those documents?	Appendix VI and Appendix VII should be submitted as part of the Technical Bid. Please refer to Clause 2.11.2 of the RFP
6.			Could you please clarify what is the difference between RATE PER MT/TEU and Gross Rate per MT/TEU for the Royalty details in the Bill of Quantity (appendix X)?	Please refer Clause 1.2.6 of the RFP. The Gross Rate refers to the Royalty calculated on the optimal capacity of the bulk cargo and the container cargo.
7.			Could you please share the detailed business plan presented in the Feasibility report?	The Feasibility Report which is as part of the bid document provides the business plan
8.			Could you please provide the detailed last years and current volumes handled at KPD-I West in TEU (full import/export, empty import/export) and tones?	

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9.			We understand that this business plan provided in the Feasibility report does not include the Royalty. Could you please confirm our understanding?	The business plan in the Feasibility Report does not include the Royalty.
10.			Would the Concessionaire be allowed to provide leased equipment for the different phases?	The nature of the equipment to be procured by the Concessionaire should be as per the provisions of the Concession Agreement.
11.			Would the Concessionaire be allowed to provide second-hand equipment for the different phases?	Same as above in point no. 10
12.			Would the Concessionaire be allowed to provide equipment manufactured in China?	The Bidder at its own cost should carry out the due diligence as per the prevailing & issued latest Law, Rules, Regulation, Policy, Guidelines etc. by Government of India (GoI).
13.			We understand that "TEU shall be equivalent to 15,03 MT for the purpose of calculation of Royalty under this agreement" (Article 1, 1.1 of the Concession Agreement). Will this rate be used to assess the Minimum Guarantee Cargo set out in Appendix 14?	The rate conversion 15.03 MT from TEU would be used to assess the Minimum Guaranteed Cargo

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14.			Could you please clarify what the mechanism in case the Minimum Guaranteed Cargo set out in Appendix 14 is not reached (Article 7, 7.1. xii of the Concession Agreement)?	Please refer to Clause 7.1 xii and Clause 15.1 (a) (vi) of the DCA. DCA conditions prevail
15.			In Article 9, 9.1, a&b, the amount of license fee and its percentage of growth are not defined. Could you please clarify the calculation method of this license fee and its percentage of growth?	Refer DCA Cl. 9.1 & Sl. No. - 9.3.4, of the Feasibility Report wherein the License fee for the area proposed to be allotted in each Phase wise is mentioned.
16.	Annexure 8.01 at page 119 of Detailed Feasibility Report	Regarding Mobile Harbour Crane ("MHC")	1.The Detailed Capital Expenditure of the Project (Phase-1) envisage one (1) mobile Harbour Crane ("MHC") at an estimated cost of Rs. 33 Cr. 2. Clause 9.5 at page 129 of the Detailed Feasibility Report May 2020 prepared by the Indian Ports Association considers the life of a MHC as 20 years. The same report also considered replacement of the MHC after 20 years.	
			On the basis of the above	
			(a) Please confirm that successful bidder/concessionaire will be permitted to deploy used MHC as long as the MHC has not exhausted its residual life and the	Please refer S.No. 10 above. The terms of replacement has been provided under Article 7.1 (a) (iii) of the DCA, the same can also be referred for additional clarity

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			same is replaced with MHC having necessary residual life.	
			(b) Please confirm that the Mobile Harbour Cranes shall be owned or taken on lease or taken on hire by the contractor during the entire period of the contract. The other equipment may be either owned or taken on lease/ hire basis for the entire period of the contract by the contractor. In case the successful bidder initially acquires the different equipment through lease/ hire, he will be allowed by KoPT to subsequently own all the equipment if he prefers to discounting leasing/ hiring of equipment. The same has been permitted by SPMP at clause 1.8, page 5 of the Tender No. MTO/G/607-E/MHC/2015 (Exhibit A).	Same as Sl.No. 10 above
			(c) Please confirm that SPMP shall permit the successful bidder/concessionaire to deploy cranes manufactured by GENMA (China), Liebherr (Germany) and Gottwald (Germany) as per below details: (i) Nantong Rainbow Heavy Machineries Co., Ltd., China ("GEMNA") NO.88, Rongsheng Road (Chenqhiao), Nantong Marine Equipment Industrial Zone, Nontong,	Please refer S.No. 12 above.

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			<p>Jiangsu, China (note, GENMA MHCs are operating in Paradip Port Trust (2 Nos) & Visakhapatnam Port Trust (1 No.))</p> <p>(ii) Liebherr-MCCtec Rostock GmbH (Liebherr WerkNenzingGmbH) LiebherrstraBe 1 18147 Rostock Germany (Note, Liebherr MHCs are operating in most major ports is India)</p> <p>(iii) Konecranes GmbH, Forst 16, 40597 ("Gottwald") Dusseldorf Germany (Note, Konecranes (Gottwald) MHCs are operating in many major ports is India)</p>	
17.	Annexure 8.01 at page 119 of Detailed Feasibility Report-	Regarding Grab Unloader	Please confirm that SMP will permit the successful bidder to deploy Grab Unloader from Sany (China) in addition to Liebherr (Germany) and Sennebogen (Germany)	Please refer S.No.12 above.

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18.	Annexure 8.01 at page 119 of Detailed Feasibility Report-	Reach Stacker & Tractor Trailer	Please confirm that such equipment may be either owned or taken on lease/ hire basis for the entire period of the contract by the successful bidder/ concessionaire	Please refer S.No. 10 above.
19.	Appendix 14 at page 174 pf the RFP document	Minimum Guaranteed Cargo	Please confirm that for computing the MGT, actual weight of each container handled shall be considered instead of notional weight.	Please refer S.No.13 above.
20.			At the time of RFQ, it was told that the structural drawings of berth an Architectural as well as structural drawing of KPD-I(W) will be given with RFP but we could not find the same with RFP documents please share the same at the earliest to understand the strength, capacity and scope of the work.	The drawings as available in record are enclosed (Refer Annex-1 & Annex-2).
21.			During RFQ it was told that there is railway connectivity till KPD-II and concessionaire can bring it till KPD-I (W). On physically visiting the site we could find that Railway connectivity is there till KPD-II(E) and up to berth 29, working connectivity is till Berth 22-23 only. For stretching it till KPD-I (W) river is to be crossed which technically is not	KPD Dock-II (East) which has the berths 22-29 has Rail connectivity. If the concessionaire desires to have rail connectivity, the same has to be extended from KPD Dock-II (West)/Coal Berth. Technical feasibility may be explored by the concessionaire.

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			feasible. Please share feasibility of the same along with any other possible route available for the same.	
22.			Please inform us the dimensions difference between Lock Gate of NSD compared to KPD and please also let us know whether both docks can handle vessels of same dimension or not? And If there is any limitation on certain type of vessels at KPD-I (W) because of lock gate and draft restriction please also inform the same.	May please refer to the Feasibility Report and the reply to the RFQ Pre Bid Queries.
23.			Assurance for uniform draft between NSD and KPD.	Draft at NSD and KPD will be the same.
24.	Refer DCA Page 57 Article 9.1		What is the License Fees and please also quantify the same? Is this included in Royalty or it is to be paid over and above Royalty.	The License fee is to paid over and above Royalty.
25.	Article 9.2		When does the payment of Royalty become applicable? Please elaborate on the same point no (d) of article 9.2 is not clear to us. Is royalty payable after completion of construction period of 18 months or it become payable with the grant of LOA.	<p>Please refer DCA-</p> <ul style="list-style-type: none"> Clause 9.2 (d):“The payment of Royalty shall commence from the Month in which the Concessionaire commences to provide any Project Facilities and Services, and shall be irrespective of Date of Commercial Operation.”

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				It is clarified that the Royalty is payable only after the completion of construction period. However, such Royalty shall be indexed to WPI from the date of the submission of the financial Proposal.
26.	Pg 174		Bifurcation of minimum guarantee cargo in terms of containers (TEU's) and bulk cargo in Appendix 14.	DCA Cl. 7.1 (a) xiii prevails for minimum guarantee cargo, in conjunction with Appendix-14.
27.			It is mentioned that payment of Royalty will change as per all commodities WPI index of Govt. of India? Please also clear whether the tariff fixed by TAMP to be charged by concessionaire will also escalates in same proportion or not on year to year basis?	Please refer to Chapter-5 General Notes of the TAMP order for the indexation of the Tariff to Inflation and for Performance Linked Tariff. <ul style="list-style-type: none"> • <i>Kindly refer APPENDIX 12 TARIFFS for the other associated Provisions.</i>
28.	Appendix 4, pg-124		Basis of fixing Equipment List? Concessionaire should be allowed to bring equipment's as per his requirement.	The Concessionaire to make available all the equipment's as mentioned in Appendix 4 of the DCA. However, as per Article 7.1 (a) (i) (e), the Concessionaire would be free to deploy higher capacity equipment/facilities/ technology, etc. and induct new technology and carry out value engineering for improved productivity and/or improved utilization and/or cost saving of Project assets during the concession period;

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29.			Minimum rate of Royalty, if any, fixed by KoPT?	No minimum rate of Royalty is fixed by SMP. RFP conditions prevail.
30.			Kolkata Municipal Corporation Taxes and Fees, if any	Municipal Taxes if any on any utilities and assets at the site to be borne by the Concessionaire.
31.			Land Registration Expenses, if any	No such expenses
32.			Maintenance of Approach Roads/Traffic Infrastructure, to ensure performance	Maintenance of approach roads/traffic infrastructure within the Project Site is the obligation of the Concessionaire, and maintenance of the road infrastructure outside the Project Site, pertaining to SMP Kolkata, will be maintained by Authority.
33.	Refer RFP Page 10, Clause 1.1.1		Authority may please allow all type of Cargo in bulk category that can be Handled with available Handling facilities. Because, Ports are used for Import/Export Cargo and Import/Export Policy on Goods/Commodities varies. For Example, Import of Pulses is presently discouraged. Hence Allow all type of Cargo to fulfill minimum Performance Guarantee or provide us with a negative list of cargo which will be restricted at KPD-I (W)	RFP conditions prevail. Cargo that will not be permitted is already discussed in RFQ Pre-Bid response.

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34.	Refer DCA Page 174 Appendix 14		Minimum Guarantee Cargo, to be defined, as stipulated in the Draft Concession Agreement (DCA)	DCA conditions prevail.
35.			What, if Minimum Guarantee can't be fulfilled due to Draft and Port Infrastructure related Problems?	Please refer S.No 14 above.
36.			License Fee details required?	Refer DCA Cl. 9.1 & Sl. No. - 9.3.4, of the Feasibility Report wherein the License fee for the area proposed to be allotted in each Phase wise is mentioned.
37.	Refer DCA Page 57, Article 9.2		Royalty to be paid on Actual Handled or Optimal Capacity?	Royalty to be paid on the actual cargo handled.
38.	Refer Page 25 Clause 2.11.1 of RFP vis-a-vis Page 43 Point 30 of Appendix I of RFP		While Hardcopy of Financial Bid is not allowed to be submitted; How can the Royalty Rate is allowed to be written on Appendix I of Technical Bid?	Royalty rate not to be written in Technical Bid Appendix-I. Page 43, RFP, Appendix-I, as well as BOQ (Appendix-X) which will be submitted along with the hard copy, the Royalty figure shall be kept blank. Royalty figure in Appendix-I and BOQ shall be submitted only as soft copy.

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39.			Overall Flexibilities to be allowed as per change of circumstances of various depending Factors in the course of Maintenance and Operation of the Project including the Scope of the Work.	The DCA conditions shall prevail
40.	RFP Cl. 1.1.8 (Point2)	Include representation from the Management Contractor . . . for submitting bids.	We understand that Management Contract should be submitted after award of the contract. Item 2 specifies that the Contractor is not a Bidder and is not a part of any other Consortium. Does it mean that even after the award of the contract, the successful Bidder cannot enter into an agreement with a company having the eligible O&M experience from the short-listed contractor? Kindly clarify.	The Concessionaire has to provide undertaking to furnish copy of Management Contract during the Conditions Precedent (which the Applicant must have provided an undertaking during the RFQ phase if Applicant don't possess O&M qualification) and can enter into such contract during the prevalence of CA.
41.	RFP Cl. 1.2.3, 2.7.2, 2.14,4:		Should hard and /or soft copies of DCA and Feasibility Report be submitted along with the Bid?	Please refer Clause.2.11.2 of the RFP for the documents to be submitted as part of the Technical Bid.
42.	RFP Cl. 2.1.9 & 2.1.10		Since there is no change in the composition of the consortium, it is necessary to submit a fresh Power of Attorney as stipulated in the above clauses?	The Applicant has to submit the Power of Attorney as per the RFP.
43.	RFP Cl. 2.83		All clarifications and interpretations issued by the Authority in responses to our queries	The bidder to submit to the Authority, all the hard and soft copies of all the Queries & Responses with

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			<p>shall be deemed to be part of the Bidding Documents.</p> <p>Should hard and/or soft copies of these be submitted along with the Bid?</p>	<p>Addendum/Corrigendum issued by the Authority .</p> <p>Please refer Clause 2.11.2 of the RFP</p>
44.	RFPCI. 2.10.4,2.10.5 & 2.14.1		<p>We understand that in financial bid both in Appendix I as well as BOQ (Appendix-X and not Appendix-1B as indicated in Cl. 2.10.5) which will be submitted along with the hard copy, the Royalty figure shall be kept blank. Royalty figure in Appendix-I and BOQ shall be submitted only as soft copy.</p> <p>Kindly confirm</p>	<p>Royalty rate not to be written in Technical Bid Appendix-I.</p> <p>Page 43, RFP, Appendix-I, as well as BOQ (Appendix-X) which will be submitted along with the hard copy, the Royalty figure shall be kept blank.</p> <p>Royalty figure in Appendix-I and BOQ shall be submitted only as soft copy.</p>
45.	RFP Cl. 2.11.2		<p>We understand that both copy of the Technical Bid would contain only the following:</p> <p>(a) Bid Security in the format at Appendix-II</p> <p>(b) Power of Attorney for signing of Bid in the Appendix-II</p> <p>(c) Power of Attorney for Lead Member of Consortium in the format at Appendix-IV</p>	RFP conditions prevail.
46.	RFP Cl. 2.11.2(d)		We understand that RFP and the Concession Agreement would only be submitted as hard copy and not as soft copy. The detailed	RFP conditions prevail.

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			Feasibility Report need not be submitted with Technical Bid at all. Kindly confirm.	
47.	RFP Cl. 2.11.3		We understand that online submission of RFP and Concession Agreement are not required as per Cl. 2.11.2(d) as mentioned in item 7 above. These documents shall only be submitted as hard copies.	Please refer Clause 2.11.2 of the RFP. RFP conditions prevail.
48.	RFP Cl. 2.11.6:		The Financial Bid shall not be submitted physically in hard copy.	Financial Bid to be submitted only through e-procurement. Please refer Clause 2.10.4 of the RFP. No hard copy submission should be made. RFP conditions prevail.
49.	RFP Cl. 2.7.1		Stipulates content of the RFP listing the documents to be submitted in which Appendix-X includes Price Bid format. Should this format without putting the Royalty figures be submitted as hard copy? Kindly clarify.	Please refer point 50 above
50.	RFP Appendix-I Item 28		The content of this item is within curly { } bracket. What does these curly brackets signify?	This Clause is applicable only in case of Consortium.

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51.	RFP Appendix-I Item 31		Kindly clarify.	If there is any change in the (a) Management Control of the Company/Companies and/or (b) Change of more than 10% in shareholding in the Company/Companies by any Shareholder; after the application of the Security Clearance which is submitted as part of the RFQ, the Applicant shall inform the Authority accordingly within two weeks of change taking place.
52.	RFP Appendix-I Item 32		States "Policy for preventing private sector monopoly in Major Ports" as per the Appendix VI ... As per Appendix VI of RFP documents, the proforma is for Pre-Contract integrity Pact and not of Private Sector Monopoly Kindly clarify.	RFP conditions prevail.
53.	DCA- Article 7.1a(xii) (page-49)	Minimum Guaranteed Cargo	"In the event the concessionaire is not able/likely to utilize the project facilities for a continuous period of 48 hours, the Authority shall be entitled to use the project facilities on the following terms and conditions without any relaxation in Minimum Guarantee Cargo obligation of concessionaire".	Working of a vessel in PPP berth at KPD-1 shall be the discretion of the vessel operators.

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			During such period of non-availability of vessel and consequent non utilization of the project facilities, would it be possible for concessioning authority to divert a suitable vessel to KPD-I (West) for optimum utilization of project facilities?	
54.	DCA - Article 7.2a(i)(c) (Page-45)	Obligations of Concessionaire	Kindly clarify.	
	DCA- Article 7.1c(i)(d) (Page-52)	Obligations of Concessioning Authority		Maintenance of the dredged draft alongside the berth at 8.5m In scope of Concessioning Authority.
55.	DCA- Appendix 2	Port's Assets (Page-111)	<p>Phase 1(b) and Phase II(b) indicate land comprising of 73578 sq.m and 60701 sq.m for backup areas. Only Shed No. 2-3109 sq.m. and Shed No. 12-4988 sq.m have been indicated as covered godown for dry bulk cargo.</p> <p>As monthly volume of dry bulk cargo would be 25,000 tonnes in Phase I and 29167 tonnes in Phase II, covered area indicated appears to be inadequate.</p> <p>Kindly confirm.</p>	The backup area would be provided to the concessionaire, the concessionaire as per Appendix 4 of the DCA would develop/install other miscellaneous items and related facilities capable of handling cargo in accordance with the performance standards set out in Appendix 15

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			We assume that Shed nos. 4,6,8 and 10 would be broken to create space for container movement and storage. Kindly confirm.	Please refer section 6.6 of the Feasibility Report. The Concessionaire shall demolish the shed no.4& 6 during Phase-I, and shed no. 8 & 10 during Phase-II for parking yard.
56.	DFR-Article 7, Page-4		As per your study, the basic materials that have been taken into consideration for handling are containers, pulses/peas, fertilizers, lime stone. Further, in recent days, KPD also handled coal, gypsum, clinker, manganese ore and other black cargos as indicated in Article 5.3 Page 76. Cargo of both the above verities should be allowed to be handled at KPD-1 West. Kindly confirm.	RFP conditions prevail.
57.	Article 9, Page-5		KPD-1 is going under rejuvenation in two phases. However, planning for KPD-1 East as well as other jetties in KPD-2 has not yet been announced. We would request you to please share the planning details for KPD-1 and KPD-II Kindly clarify.	Please refer to the RFQ Pre-Bid Replies on the matter
58.	Article 1.1, Page 8		Maximum dimension of vessel acceptable at NSD is 172m LOA and 24.3m Beam, at KPD 157 m LOA and 32.3 m Beam. We understand that currently container carrying vessels being received at NSD are	The DFR may be referred to for the cargo projections. The Concessionaire shall make efforts for maximizing cargo handling at KPD-1 (West)

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			<p>having a Beam varying between 22.7 m to 22.9 m. These vessels cannot pass through the lock-gate of KPD. Also, presently, most of the traffic are handled at NSD and minimum traffic at KPD.</p> <p>In view of the above constraints, would it be possible to receive adequate cargo in KPD-1(West) to attain viability of the project.</p> <p>Kindly clarify.</p>	
59.	Article 3.4, Page 32	KPD-1-Wester Berth	<p>It is mentioned that the construction is more than 130 years old and no proper detailed drawings are available for the quay wall structure as well as adjoining transit sheds. Following a major disaster in the eastern quay wall a special GoI Committee worked out the desired dimensions more than 100 years back based on which a safe working load of 5486 Kgs/sq. meter for the quay wall and back-up area was worked out.</p> <p>Has the safe working load been reassessed in recent past? If so, when and is it possible to get the details of the study clearly specifying the maximum safe working load.</p> <p>Considering the age of the berth and the length of the concession period, this is considered to be vital for safety of the</p>	The berths are ascertained safe for deployment of any equipment provided the superimposed working load is under the prescribed limit excluding the portion of service duct.

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			operation specially Mobile Harbour Cranes and other heavy equipments. Kindly confirm.	
60.			There are warehouses and stacking areas in KPD-1 East and KPD-2. Under the current scenario of storage space requirement vis-à-vis availability, kindly clarify whether storage space in KPD-1 East and KPD-2 could be made available for cargo handled in KPD-I West against applicable payments for doing so.	Please refer 7.1 (c) (iii) Additional land, Utilities and Facilities and Clause 9.3 of the DCA. The concessionaire can apply for storage space under monthly license at other zones of KPD upon availability. The discretion for such allotments solely rests with SMP.
61.	Clause 1.1	Project Capacity	We understand that the concessionaire is required to develop following capacity in phases Ph-1 - 3 MMTPA, Ph-2-3.5 MMTPA Will the concessionaire be free to handle any form of cargo at these facilities or the berths will have designated cargo handling?	Please refer the Clause 1.1 for the Definition of Phase I and Phase II for the berth numbers that would be handed over under the respective phases. The Concessionaire shall handle only the cargo as mentioned in the TAMP order. DCA conditions prevail.
62.	Clause 2.2.	Concession Period	We understand that the concession period for Ph-1 will be starting from date of award of concession and for the Ph-2 before the 5 th anniversary of COD of Ph-1 We request: 1)To provide the concessionaire an extension in concession period of 10 years and then subsequently by 10 more years, on mutually agreeable terms.	DCA conditions prevail.

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			<p>This will help the concessionaire in:</p> <p>a) Recovering the initial cost outlay in a sustainable manner</p> <p>b) Also utilize the facilities of Ph-2 for considerable period which would otherwise would have been utilized for less than 25 years.</p> <p>2) The Ph-2 should be started when Ph-1 reaches at-least 70% capacity.</p>	
63.	-	Railway Connectivity	We understand that Kidderpore Dock is connected with railway. We request Authority to clarify whether the existing railway line will be extended to proposed project.	Please Refer to reply at Sl.No.21
64.	Clause 9.2	Royalty	Royalty has been indexed to 100% of WPI, whereas tariff fixed by TAMP has been indexed to 60% of WPI	The DCA provisions shall prevail.
65.	DCA 7.1(c)	Dredging	There is continuous situation 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.	<p>The Authority shall maintain the draft alongside the berth at 8.5 m.</p> <p>Spill-over Cargo will be the responsibility of Concessionaire.</p>
66.	DCA-7.1(b)	Refinancing of Debt	The concessionaire should be allowed to refinance the existing loan via Bonds along with general purpose inter-corporate debt as well.	This is PPP-mode Project. The Concessionaire is allowed for the Debt as per the provisions of DCA only. Further,

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				Bonds and inter-corporate debt etc. shall not be allowed in any case for Debt.
67.	-	Exclusivity	The DCA does not provide any information about exclusivity period for the project. We request Authority to provide exclusivity for the project till the project achieves 70% capacity utilization.	The DCA provisions shall prevail.
68.	7.1(ii)	Berthing of Vessels	We understand that the vessels coming for handling of cargo at this project will be accorded priority. Please confirm.	The Calling and Sailing of the Vessels shall be as per the calling/sailing policy of SMP.
69.	-	Lock Gate	We request Authority to provide the data related to the number of operational days of the lock gate in year for the last 5 years from FY2015-16 to FY2019-20	Please refer to the RFQ Pre Bid Response
70.	DCA-7.1 (c) ii	Statutory Clearance	We understand that the Authority will be obtaining all the necessary statutory clearances for the Project. Please confirm. We request Authority to furnish the copies of relevant clearances granted to the project.	Authority would facilitate the Concessionaire in obtaining necessary statutory clearances for the Project. DCA conditions prevail.
71.	DCA-10.1(a)	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.	Please refer 7.1 (c) (iii) Additional land, Utilities and Facilities and Clause 9.3 of the DCA. The concessionaire can apply for storage space under monthly license at other zones of KPD upon availability. The

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
				discretion for such allotments solely rests with SMP.
72.	-	Labour	We understand that the concessionaire will be free to use his own labour for handling of cargo and there is no obligation of concessionaire to use port labour. Please confirm.	DCA conditions prevail.
73.	DCA-11.2	Shareholding lock-in	Flexibility in change of shareholding after commercial operation date (COD) of the project.	DCA conditions prevail.
74.	DCA – 6.5 (a)	Applicable Permits, Approvals & Consent	Provide the existing statutory permissions i.e., Environment Clearance, Consent to Establishment and Consent to Operation for berth No. 2, 4 & 6 and 8, 10 & 12 (very essential and critical requirement for further review) Provide Existing CRZ map	The berth was earlier handling Container cargo. Further this is brown field project and therefore the Authority does not envisage for environment clearance. The consent to operate is available for the berth No. 2,4 & 6 and 8, 10 &12. The site does not come under CRZ.
75.	RFP 2.5.2(a)	Lack of Completeness	Provide Approved types of cargo can be handled and their quantities under the Environmental and CRZ Clearance & Consent to Operation obtained from Authority.	Please refer S.No.76 above.
76.	RFP-2.5.1	Site visit and verification of information	Provide the existing Pollution control measures adopted and Environmental Monitoring practices at site.	The Pollution Control measures for Dust suppression etc. are currently undertaken on case-to-case basis depending upon the cargo type.

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
77.	DCA-7.1 (ii)	Comply with applicable permits	Provide current compliance status of Environmental and CRZ Clearance & Consent to Operation	Please refer S.no. 76 above.
78.	2.8	DCA	<p>The Authority has warranted that the Concessionaire shall have peaceful occupation of the Project Site and Port's Assets and in the event the Concessionaire's peaceful occupation is obstructed by any claims and proceedings, the Authority shall (if called upon by the Concessionaire) defend such claims and proceedings.</p> <p>The cost of such defence should be exclusively borne by the Authority. However, this Article is not clear on the aspect of bearing of such legal expenses and should be amended to provide that the Authority shall bear the cost of defending such claims and proceedings at its sole cost and expense.</p> <p>In case of delay in handling over the vacant and peaceful possession of the Project Site, the Construction Phase and Concession Period should be extended by such similar tenure.</p>	The DCA provisions shall prevail.
79.	3.1 (b)	DCA	The Condition Precedent of the Authority provides for physical possession of the Project Site and/or the Port's Assets for the	The project site shall be provided free from all encumbrances by the Authority to the Concessionaire.

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
			purpose of the Project. The physical possession of the Project Site and/or Port's Assets by the Authority shall be peaceful, vacant and free from all Encumbrances.	
80.	6.7 (a) r/w (c)	DCA	<p>Article 6.7 (a) read with Article 8.7 (c); Article 6.7 (a) provides for testing of the Construction Work by the Independent Engineer so as to ensure that the work meets Construction Standards as provided under Appendix 7</p> <p>Article 6.7 (c) provides that if the test are successful, the Independent Engineer shall issue a Completion Certificate to the Concessionaire and the Authority. However, the said Article does not provide for a situation where that tests are not successfully. It is therefore suggested that in the event the tests are not successfully, the Concessionaire should be entitled to access and identify the reason for such failure and remedy/rectify the Construction Works (at its cost and expense) and re-perform the concerned Tests. The Independent Engineer shall also issue a punch list/ issue list within 15 days to identify the failure. If upon such re-test, the Construction works conform to the Construction Standards, the Independent</p>	The DCA provisions shall prevail

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
			Engineer should issue the Completion Certificate.	
81.	6.8 (c)	DCA	<p>Article 6.8 (c):</p> <p>Article 6.8 deals with change of scope of the Project, if the Concessionaire receives notice from the Authority for change of scope, the Concessionaire is required to provide (a) details of the adverse impact of such change on the Project; and (b) the estimate of cost to be incurred. It is important that in addition to these two considerations, the Authority should also consider the time which may be required to complete the new scope of work.</p> <p>It is therefore suggested that the Concessionaire should also suggest the estimated time of carrying out of such change of scope and the Authority should upfront agree on such timelines and if need be consider an extension of the Concession Period.</p>	The DCA conditions shall prevail
82.	6.9	DCA	Article 6.9 deals with the levy of liquidated damages for delay in achievement of Milestones. The liquidated damages for the failure to achieve the COD should be payable only after the scheduled commercial operation date and not in the interim period.	The DCA provisions shall prevail.

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
83.	Article 7.1 (a) (xi)	DCA	Article 7.1 (a) (xi) deals with the requirement that Concessionaire shall comply with the requirements of employing the existing personnel/ labour as set out in Appendix 11. The Concessionaire shall not have the liability to employ the existing labour/personnel	The DCA provisions shall prevail.
84.	Article 7.1 (a) (xiii)	DCA	Article 7.1 (a) (xiii); Article 7.1 (a) (xiii) requires the Concessionaire to defend and indemnify the Authority against any Action by any third party alleging loss, destruction or deterioration of the goods of which charge has been taken by the Concessionaire. In the event the Concessionaire so defends and indemnifies the Authority, it should have ability to compromise or settle such Actions without requiring prior consent of the Authority/ Indemnities so long as such compromise or settlement does not prejudicially affect the Authority, financially or otherwise.	The DCA provisions shall prevail.
85.	12.1 (d)	DCA	Article 12.1 (d) provides for indemnification from the Concessionaire. The said Article should also have a reciprocal indemnity from the Authority, indemnifying the Concessionaire from all loss, damages,	The DCA provisions shall prevail.

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
			penalties, liabilities, etc. incurred by the Concessionaire as a result of any (a) breach of Article 2.8 (i.e. Peaceful Occupation); (b) breach/ non-compliance of Applicable Permits and applicable laws by the Authority (including the MPT Act).	
86.	12.3 (c) (iii)	DCA	<p>Article 12.3 (b) (iii) sets out confidentiality obligations on the Parties. However, such obligations should not be applicable to information which was (a) available in public domain prior to the disclosure by a party to another; or (b) already in the knowledge of the receiving party; or (c) obtained from a third party who had no binder of secrecy in relation to such information; or (d) independently developed by a party.</p> <p>The said Article entitles a party to disclose such confidential information to its legal advisors or auditors on a need to know basis. This disclosure should be allowed subject to such persons agreeing to be bound by the same confidentiality obligations applicable to the parties under the Concession Agreement.</p>	The DCA provisions shall prevail.
87.	13	DCA	<p>Article 13</p> <p>Article 13.1 ends abruptly without any conclusion.</p>	DCA Cl.13.1 prevails regarding events constituting change in law.

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
			It should ideally end with “shall not constitute a change in law”. Authority to confirm	
88.	14.10	DCA	Article 14.10 Article 14.10 provides from termination due to Force Majeure Event. The tenure of 120 days provided for parties to terminate the Agreement is too less and it should be 180 days.	The DCA provisions shall prevail.
89.	15.1 (b)	DCA	Article 15.1 (b) lists out the events of default attributable to the Authority. It is suggested that in addition to the events of default set out in the said Article, any failure, breach or non-compliance of the Authority with the provisions of Applicable Laws and / or Applicable Permits should also be included as one of Authority’s events of default.	The DCA provisions shall prevail.
90.	RFP Clause 2.11.2(d)	“Hard copy of the RFP and Concession Agreement formally purchased by the Bidder including amendments/addend a, if any, with each page initialed by the person signing the Bid in pursuance of the Power of Attorney	Do we have to sign on the original hard copies of the RFP and Concession Agreement formally purchase from you? Kindly clarify.	The copy of the original purchased by the Bidder shall be submitted as per Clause 2.11.2(d) of the RFP

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
		referred to in Clause (b) hereinabove.”		
91.	RFP Financial Bid	During the pre-bid meeting, it was indicated that the Bid should be submitted as 100% hard copy and no soft copy whatsoever. The financial bid in terms of Rs./MT and Rs./TEU are required to be filled-in in item 30 of Appendix-I as well as Appendix-X: BOQ Format for financial bid	<p>Appendix I Item 30: In case financial bid has to be submitted in hard copy, we understand, the rates per TEU and per MT have to be given in item 30(i) and 30(ii).</p> <p>However, as Appendix X is in XL format, kindly advise how to submit Price Bid in BOQ format.</p>	<p>The BOQ file should be downloaded from the e-procurement by the Applicant.</p> <p>BOQ shall be submitted only as soft copy</p> <p>RFP Clause 2.11.6 prevails.</p>
92.	RFP Appendix-VI	Integrity Pact	<p>We understand, Appendix-VI Integrity Pact has to be executed in stamp paper. On our behalf it will be signed by our Managing Director who is also the power of attorney holder. Therefore, this documents would be signed by our Managing Director in place of Chief Executive Officer as stipulated in Appendix-VI.</p> <p>Kindly confirm this will be in order.</p>	Any person, who is authorized by the Power of Attorney duly complied with& submitted as per the provisions of the RFQ, is authorized to issue the relevant documents, as per the RFP.

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
93.	RFP Appendix-VI	Integrity Pact	Since integrity Pact has to be signed by the Concessing Authority also, should we put our signature on it and submit the same to you along with the Bid which would be signed by you later on. Kindly confirm.	The Bidder to comply with the provisions of RFP. Further, the Authority will carry on the compliance in due course of time as per the requirement of the Project accordingly.
94.	RFP Appendix-VI	Integrity Pact	We, as Lead Member, will submit the Integrity Pact. Would it be sufficient or should our consortium partner, Vijay Nirman Company Pvt. Ltd. also submit a separate Integrity Pact? Kindly confirm.	The Lead Member shall submit the Integrity Pact.
95.	RFP Appendix-VIII	Undertaking regarding Illegal method for influencing bid process:	We assume, this letter of undertaking should be addressed to the Chief Engineer, Syama Prasad Mookerjee Port, Kokata as per Clause 2.11.5 of the RFP. Also the Bid No. would be the same as RFP Notice No. Kindly confirm.	The letter of undertaking should be addressed to : Attn. of: Sri Gautam Mandal, Chief Engineer, Syama Prasad Mookerjee Port, 15, Strand Road, Kokata-700 001. Email Address: ce@kolkataporttrust.gov.in send to the

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
96.	DCA Article 3.1 (a) (v)	Condition Precedent- Undertaking to furnish a copy of the Management Contract:	No format for the undertaking is given. Kindly clarify.	The Management Contract would be executed between the Concessionaire and the Contractor and the copy of same should be furnished as part of the Conditions Precedent by the Concessionaire, if applicable.
97.	DCA Clause 3.1(a) (viii)(c)	Condition Precedent-	“The applicant is/each of the member of the Consortium is duly organized and validity existing under the laws of the jurisdiction of its incorporation” Kindly clarify.	DCA Clause under Article -3 prevails for Condition Precedent.
98.	DCA Clause 3.1(a) (ix)	Condition Precedent-	Furnishing to the Concessioneing Authority a legal opinion from the legal counsel of the Concessionaire with respect to the authority of the Concessionaire to enter into this Agreement and the enforceability hereof” No format is given, Kindly clarify.	It is a legal opinion to be provided from the legal counsel of the Concessionaire. There is no set format. DCA Clause under Article-3 prevails for Condition Precedent.
99.	Article 4.1	Performance Guarantee	a) The validity period of Performance Guarantees is stipulated as follows: “The Performance Guarantee shall be for a sum of Rs. 4,78,30,000/- (rupees Four Crore Seventy Eight Lakh Thirty Thousand only) for the Phase-I and Rs. 4,30,75,000/- (Rupees Four Crore Thirty Lakhs Seventy Five Thousand only) for the Phase-II”	The Performance Security should be valid 12 months after the construction period for each Phase respectively.

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
			<p>b) It also stipulates-“The Performance Guarantee furnished under this provision shall be valid until expire of 12 (twelve) month from the Date of Commercial Operations for the Phase-I and the Phase-II respectively.”</p> <p>Kindly clarify the duration for which the Performance Guarantees for Phase-I and Phase-II should be valid.</p>	
100.	DCA Article 14.1	Force Majeure Events	<p>“As used in this Agreement, Force Majeure Event means the occurrence of any of the Non-Political Events, the Political Events or the Other Events in India,”</p> <p>Would similar Events outside India be also considered for Force Majeure? Kindly clarify.</p>	DCA conditions shall prevail.
101.	DCA Article 15	Events of Default	<p>Clause 15.1(a) (vii): “the Concessionaire fails to achieve Minimum Guaranteed Cargo for a consecutive period of 3 (three) years. Provided, the Concessionaire shall not be deemed to be in default if such non achievement is due to a substantial change in economic policies including the policy regarding import/export of a particular commodity as a result of which the throughput could not be achieved;”</p>	The DCA provisions shall prevail

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
			The cargo handled in the port is mainly for import/export. The activities are global and are often covered by various International treaties/trade agreement etc. Any change in political/economic policies in any part of the world can have wide ramification on global cargo movement. In consideration of the above vulnerability of cargo movement, we request you to remove the "Minimum Guaranteed Cargo" Clause.	
102.	GENERAL		No vessel can come into KPD in case of breakdown of the swing bridge causing restriction of vessel movement inside the dock. Under such circumstances, we request you kindly consider suitable compensation to mitigate our financial losses.	The DCA provisions shall prevail
103.	GENERAL		Dredging inside the dock, along the KPD jetties and around the lock-gate is the responsibility of the Concessioneing Authority. Any loss in cargo volume due to the above operation may suitably be compensated to mitigate our financial losses.	The DCA provisions shall prevail
104.	GENERAL		In Situation when more than one vessels both outside and inside the lock gate are to be berthed in KPD-1 West as well as other areas of KPD, we would request priority berthing facility to be given to KPD-1 West, notwithstanding your future plans in other	Please refer point No. 70 herein above. The DCA provisions shall prevail.

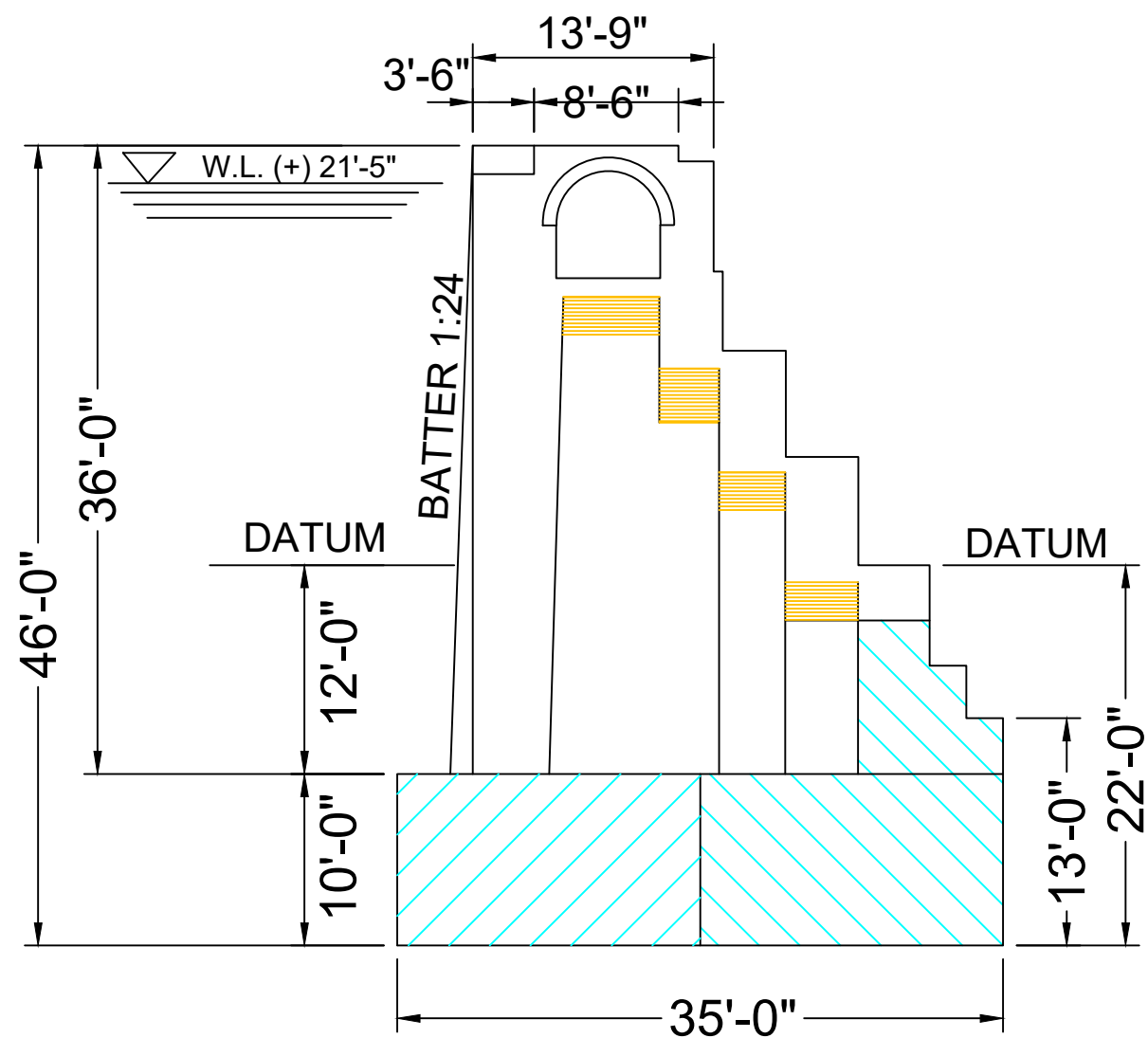
Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
			dock areas as the current Concessionaire is the first Investor in your overall panning of modernization of KPD Docks.	
105.			History of Quantity and Type of Cargo/ Containers Handled in the relevant Berths when the same had been functional	Please refer to the Feasibility Report for the same.
106.			History of Revenue Earned in the relevant Berth when the same had been Functional	The past Cargo handling is provided in the DFR. The revenue figures are commensurate with the same.
107.			Tax Leave, if any, available for such Infrastructural Project.	DCA conditions prevail.
108.	Article 1.1	Definition	<p>“Project Capacity” means the capacity of the Project Facilities and Services to handle 3.0 MMTPA in the Phase 1 and 3.5 MMTPA in the Phase II of Containerized, Bulk & Break Bulk Cargo per annum.</p> <p>The annual capacity of handling TEUs is not mentioned in the definition of “Project Capacity”. Kindly confirm the same.</p>	<p>Annual Capacity of handling TEUs:</p> <p>Please refer RFQ document Page 7, Sl. No. 1.1.1</p> <p>1.65 Lakh TEU - Ph-I</p> <p>1.65 Lakh TEU – Ph-II</p>
109.	Article 3.2	Condition Precedent	The aforesaid Conditions Precedent shall be complied with within 180 (one hundred eighty) Days of the date of the Agreement. Each Party shall promptly inform the other Party in writing when the Conditions Precedent for which it is responsible have been satisfied.	DCA conditions prevail

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
			The authority should give 270 days for achieving the CPs mentioned in Appendix 8	
110.	Article 6.7 (e)	Project Implementation-Issue of Completion Certificate-Compensated by Concessionaire	Concessionaire failing to complete construction works on account of force majeure or reasons attributable to Concessioneing Authority. The Authority can reduce the scope of work and requires the Concessionaire to pay 80% of the sum saved on such reduction. Reduction in scope of work due to Concessioneing Authority default shall not result in compensation to be borne by Concessionaire. Hence we request you to delete the provisions relating to payment on account of sum saved on reduction of scope of work.	DCA conditions prevail
111.	Article 6.9	Liquidated Damages	Article 6.9 deals with the levy of the liquidated damages for the delay in the achievement of the Milestones. In relation to the achievement of COD, if the Concessionaire fails to achieve any relevant Milestones but achieves the COD within the overall timeframe, then liquidated damages should be applicable. Further the liquidated damages for the failure to achieve the COD should be payable only after the scheduled commercial operation date.	DCA conditions prevail
112.	Article	License Fee	The amount of License fee is not mentioned in this Article, however in Sl. No. - 9.3.4 the	Please refer Sl. No. - 9.3.4, Page 124 of the Feasibility Report wherein the

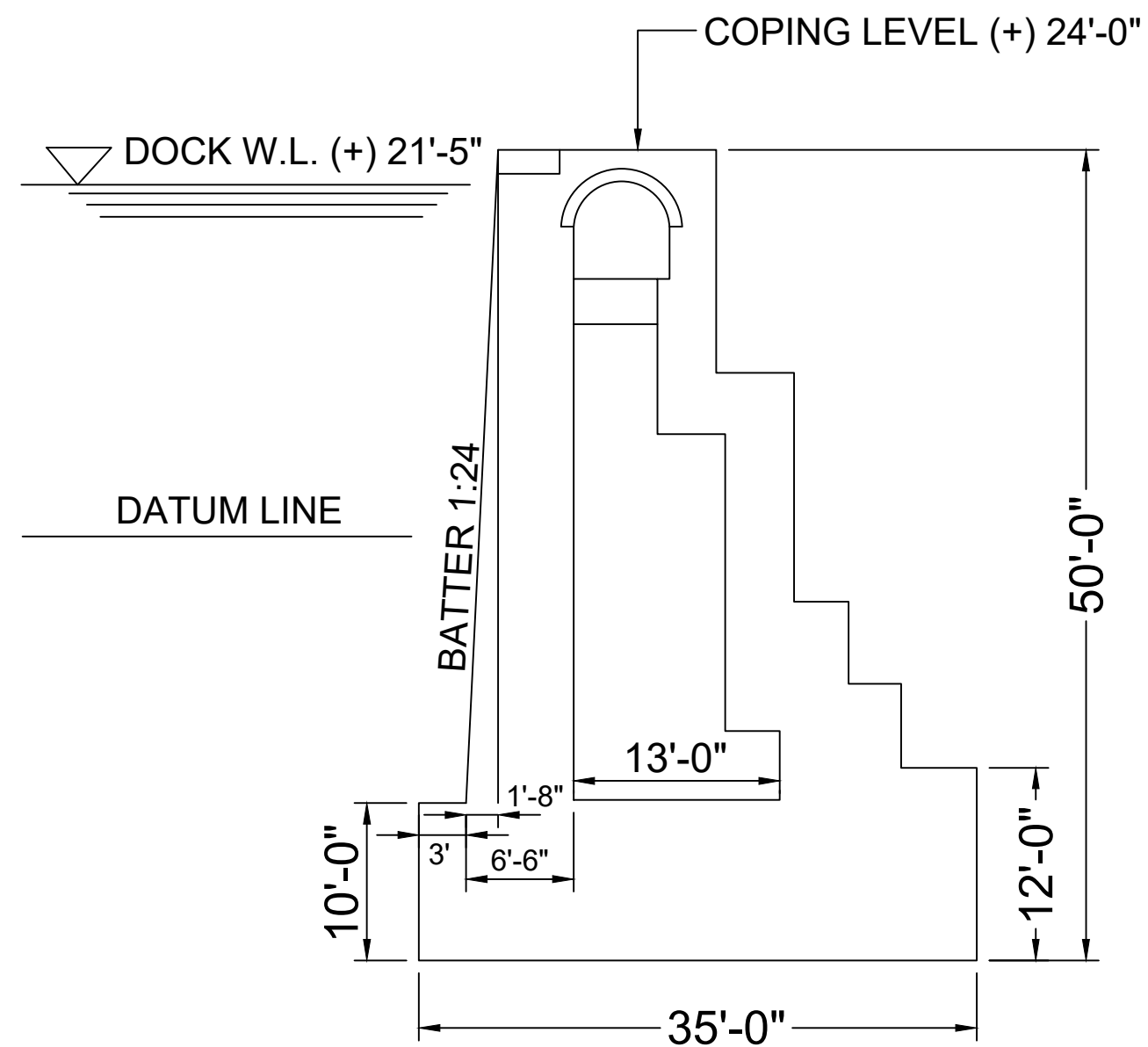
Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
	9.1 (a)		Feasibility Report the License fee for the area proposed to be allotted in each Phase wise is mentioned. Kindly confirm the Licensee fee which Concessionaire is obliged to pay.	License fee for the area proposed to be allotted in each Phase wise is mentioned
113.	Article 9.1 (b)	License Fee	This is to further indicate that the escalation percentage (%) of the License fee is also not mentioned. The rate of License Fee has to be fixed upfront along with the fixed rate of yearly escalation for the same.	Pls. refer Sl. No. - 9.3.4, Page 124 of the Feasibility Report wherein the License fee for the area proposed to be allotted in each Phase wise is mentioned
114.	Article 9.1 (d)	License Fee	The amount of Security Deposit also to be mentioned in the Concession Agreement.	Pls. refer DCA- Article 9.1 d)
115.	Article 9.3	Payments to the Concessioning Authority	Utilities or services charges payable to Concessioning Authority is requested to be at par with prevailing scale of rates as notified by TAMP for Kolkata Dock System (KDS) and should not be charged at 1.20 time.	The DCA provisions shall prevail.
116.	Appendix-8	Permits And Clearances Procured By the Concessionaire/	Kindly confirm that who will obtain the Consent to Establish and Consent to Operate for the proposed project in Phase wise.	Consent to Operate is already available with the Port.

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
		Concessioning Authority		
117.	Appendix-12	Minimum Guaranteed Cargo	It is understood that MGC will be calculated and considered on tonnage basis. Hence, the basis of calculation of tonnage for per TEUs to be mentioned clearly at Appendix-12	Please refer S.No.13 above.
118.	Appendix-15	Performance Standards	The berth allowance of 4 hours shall be subtracted from the total hours instead of 2 hours to calculate the gross berth output on quarterly basis.	The DCA provisions shall prevail.
119.	Appendix-15	Performance Standards	The indicative norms for Gross Berth Output for Containerized cargo for Mail line Vessels and Feeder Vessels shall be 15 moves per hours instead of 20 moves per hours. We understand that it is difficult to achieve 20 moves per hour.	DCA conditions prevail.
120.	DCA Article 9.1		The Concessionaire will have to pay to the Concessioning Authority Royalty for both Container and Bulk Cargo in terms of Clause 9.2 Article 9 of DCA.Also the Concessionaire shall have to invest considerable amount of money in developing the back-up area as well as for procurement of cargo handling equipment as detailed in Appendix 4 of DCA. Therefore, LicenceFee in term of Clause 9.1 of DCA for use of project site and equipment should not be payable by the Concessionaire	The DCA provisions shall prevail.

Sr. No	Clause Reference	Particulars	Queries / Observation	Authority Response-
			to the Concessioneing Authority. Kindly confirm.	
121.	DFR 9.3.4		Indicates that Shed 4 and 6 in Phase I and 8 and 10 in Phase II would be demolished for creating stackyard. We suggest not to break the above mentioned godowns now. It should be left to the Concessionaire to decide the timing for demolishing the godowns as and when need for the same arises based on actual cargo mix being handled. Kindly confirm.	Please refer S.No. 57 above.



SECTION OF DOCK WALL
KIDDERPORE DOCK



SECTION OF TIDAL BASIN WALL
KIDDERPORE DOCK