

No. SMPK/KDS/CIV/T/2474/ 879

Dt. 05.08.2021

CORRIGENDUM-XXVI

Ref. 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

Sub: 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 subject tender, please find the following vide this **CORRIGENDUM-XXVI, Dated 05.08.2021** :

- I) **Authority's Reply to query of bidders and Addendum-III** enclosed herewith

This would be read in conjunction with the Corrigendum XXI dtd. 28-05-2021, Corrigendum-XXIII, Dated 18.06.2021. The other responses of Corrigendum XXI & XXIII remain unchanged:

- II) **Detailed Feasibility report (DFR)** : The feasibility report is available in the website <https://smporkolkata.shipping.gov.in/> under heading **"DFR"** .
- III) **Berthing policy** : The Berthing Policy is available in the website <https://smporkolkata.shipping.gov.in/> under heading **"Priority for Calling-Sailing"**

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

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

Additional Pre-Bid Queries
Post- 2nd Pre-Bid Meeting held 29th June'21
(Issued vide Corrigendum-XXVI, dtd. 5 - Aug.2021)

“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”

Sr. No	Clause Reference	Queries / Observation of Bidders	Authority's Response																																													
1.	<ul style="list-style-type: none">Appendix-14 of Draft Concession Agreement (Pg. No. 174) APPENDIX 14 MINIMUM GUARANTEED CARGOCorrigendum No. XXI / Doc-I / Sl. No. 13 (Pg. No. 3)Corrigendum No. XXI / Doc-II / Appendix – 14 (Pg. No. 8)	The MGT volume during the initial years are kept at a very high level. Please note that the Project will require few years to ramp up the volumes. Hence, we request the Authority to start with lower volume of MGT and gradually increase over the years.	<p>DCA Conditions Prevail.(Reproduced below)</p> <p>Appendix-14, DCA : The Minimum Guaranteed Cargo (MGT) considered for the Project is as follows:</p> <table><tr><th>Period from the date of commencement of Commercial operation (year)</th><th>MGT for Bulk and Break Bulk Cargo (metric tonnes per annum)</th><th>MGT for Container Cargo (TEUs per annum)</th></tr><tr><td>1</td><td>240000</td><td>83232</td></tr><tr><td>2</td><td>240000</td><td>84897</td></tr><tr><td>3</td><td>240000</td><td>86594</td></tr><tr><td>4</td><td>240000</td><td>88326</td></tr><tr><td>5</td><td>240000</td><td>90093</td></tr><tr><td>6</td><td>240000</td><td>91895</td></tr><tr><td>7</td><td>240000</td><td>93733</td></tr><tr><td>8</td><td>520000</td><td>192076</td></tr><tr><td>9</td><td>520000</td><td>196878</td></tr><tr><td>10</td><td>520000</td><td>202784</td></tr><tr><td>11</td><td>520000</td><td>208868</td></tr><tr><td>12</td><td>520000</td><td>215656</td></tr><tr><td>13</td><td>520000</td><td>223204</td></tr><tr><td>14</td><td>520000</td><td>231575</td></tr></table>	Period from the date of commencement of Commercial operation (year)	MGT for Bulk and Break Bulk Cargo (metric tonnes per annum)	MGT for Container Cargo (TEUs per annum)	1	240000	83232	2	240000	84897	3	240000	86594	4	240000	88326	5	240000	90093	6	240000	91895	7	240000	93733	8	520000	192076	9	520000	196878	10	520000	202784	11	520000	208868	12	520000	215656	13	520000	223204	14	520000	231575
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Additional Pre-Bid Queries
Post- 2nd Pre-Bid Meeting held 29th June'21
(Issued vide Corrigendum-XXVI, dtd. 5 - Aug.2021)

Sr. No	Clause Reference	Queries / Observation of Bidders	Authority's Response			
				15 16 17 18 19 20 21 22 23 24 25 26 27 28	520000 520000 520000 520000 520000 520000 520000 520000 520000 520000 520000 520000 520000 520000	240262 249276 258630 264000 264000 264000 264000 264000 264000 264000 264000 264000 264000 264000
2.	<ul style="list-style-type: none"> Appendix-14 of Draft Concession Agreement (Pg. No. 174) Corrigendum No. XXI / Doc-I / Sl. No. 13 (Pg. No. 3) Corrigendum No. XXI / Doc-II / Appendix – 14 (Pg. No. 8) 	<p>In the original DCA, Minimum Guaranteed Cargo (MGT) is given in million metric tonnes per annum irrespective of the cargo type. However, the MGT was bifurcated for Bulk Cargoes (in metric tonnes / annum) and Containers (in TEUs / annum) in the Corrigendum No. XXI. Further, it is also mentioned that rate conversion 15.03 tonnes from TEU would be used to assess the MGT.</p> <p>Please confirm whether the above TEU to tonne conversion may be used to compensate shortfall in volume in one cargo type with the surplus in volume</p>	<p>The Minimum Guaranteed Cargo (MGT) should be achieved separately for container and bulk cargo. The rate conversion from TEU to tonnes shall not be used to compensate shortfall in bulk cargo for the purpose of MGT.</p> <p>DCA Conditions Prevail</p>			

Additional Pre-Bid Queries
Post- 2nd Pre-Bid Meeting held 29th June'21
(Issued vide Corrigendum-XXVI, dtd. 5 - Aug.2021)

Sr. No	Clause Reference	Queries / Observation of Bidders	Authority's Response
		in another cargo type while computing the volumes for the purpose of MGT.	
3.	<ul style="list-style-type: none"> Detailed Feasibility Report – Clause No. 7.2 / Point#2 (Pg. No. 92) 	<p>It is mentioned that earlier the Tidal basin used to have four capstans for turning the ship around after entering. However, these capstans were abandoned later due to decrease in the no. of vessels calling at KPD. In view of the proposed rejuvenation of KPD, the revival of capstan by the port is recommended in the Detailed Feasibility Report.</p> <p>Please confirm whether the capstans will be re-established and maintained by the Port prior to commencement of the project. We suggest that re-establishment and maintenance of the capstans should be included in Article No. 7.1 (c) covering Obligations of the Concessioneing Authority.</p>	The Authority may maintain capstan.
4.	<ul style="list-style-type: none"> RFP Document / Clause No. 1.26 (a) Corrigendum No. XXI / Doc-II / Appendix – X (Pg. No. 9) 	<p>It is mentioned in the RFP that bidders have to quote separate Royalty as per the below:</p> <ul style="list-style-type: none"> Royalty per TEU for Containers Royalty per metric tonne for Bulk cargo 	<p>Bidders shall quote separate Royalty as provided in the RFP.</p> <p>The rate conversion for calculating the Royalty is not applicable.</p> <p>RFP Conditions Prevail.</p>

Additional Pre-Bid Queries
Post- 2nd Pre-Bid Meeting held 29th June'21
(Issued vide Corrigendum-XXVI, dtd. 5 - Aug.2021)

Sr. No	Clause Reference	Queries / Observation of Bidders	Authority's Response
	<ul style="list-style-type: none"> DCA / Article 1.1 / "TEU" definition (Pg. No. 21) 	<p>It is also mentioned in the DCA that TEU shall be equivalent to 15.03 metric tonne for the purpose of Royalty under this agreement.</p> <p>In view of the above, please clarify whether bidders have to mandatorily quote a royalty for containers (In INR / TEU) which is 15.03 times of the quoted royalty for bulk cargoes (INR / tonne) or Bidders are fee to quote two independent royalty figures without any such correlation.</p>	<p>RFP Cl. 1.2.6 states :</p> <p>Bids are invited for the Project on the basis of (i) Royalty per TEU and (ii) Royalty per MT of cargo handled at the Project Facilities and Services (the "Royalty"). The rate of Royalty shall be indexed to as per the variations in the Wholesale Price Index (WPI) for all commodities announced by the Government of India annually as specified in the draft Concession Agreement.</p>
5.	<ul style="list-style-type: none"> RFP Document / Clause No. 1.26 (a) RFP Document / Appendix-I / Clause No. 30 / (Pg. No. 43) 	<p>It is mentioned in clause no. 1.26 (a) that bidder have to quote Royalty in Rs. per TEU for Containers and Rs. per metric tonne for bulk cargo.</p> <p>However, Appendix-I / Clause No. 30 specifies that bidder have to quote royalty of:</p> <ol style="list-style-type: none"> Rs. Per TEU Per Month for the container cargo Rs.Per tonne Per Month for the bulk cargo <p>It appears that Per Month was erroneously mentioned. This needs to be revised.</p>	<p>Please refer to Addendum-III, dated 5/8/2021</p>
6.	<ul style="list-style-type: none"> RFQ Document / Appendix-IX (Policy for preventing 	<p>Please confirm whether the Concessionaire for the project for Rejuvenation of Khidderpore Docks</p>	<p>As per the Policy for preventing private sector monopoly in Major Ports, issued by Ministry of Shipping (Ports Wing),</p>

Additional Pre-Bid Queries
Post- 2nd Pre-Bid Meeting held 29th June'21
(Issued vide Corrigendum-XXVI, dtd. 5 - Aug.2021)

Sr. No	Clause Reference	Queries / Observation of Bidders	Authority's Response
	private sector monopoly in Major Ports) / (Pg. No. 73)	(KPD-1 West) through PPP mode on Design, Build, Finance, Operate and Transfer (DBFOT) Basis will be allowed to participate in any future PPP Container / Bulk Terminal Projects of Netaji Subhash Dock (NSD) and Haldia Dock Complex (HDC) of the SMP.	vide circular ref." PD-24018/8/2009-PD.III, dtd 2 nd Aug. 2010, it is stated as follows: <i>"If there is only one private terminal/berth operator in a port for a specific cargo, the operator of that berth or his associates shall not be allowed to bid for the next terminal/berth for handling the same cargo in the same port".</i> RFQ Conditions shall prevail. (as stipulated under - RFQ Document / Appendix-IX (Policy for preventing private sector monopoly in Major Ports) / Para 2)
7.	General	<p>We understand that following restrictions applied for entry of vessels for this Project (KPD I):</p> <ul style="list-style-type: none"> • Lock-gate restrictions - Width: 24.4 mtr. and Length: 176.8 mtr. • Vessel size restriction – Beam: 21.35 mtr. And LOA: 157 mtr. <p>However, by our analysis, majority of the container feeder vessels presently calling Kolkata and Haldia ports WILL NOT BE able to enter Khidderpore Docks due to the above restrictions. Hence, this will have serious impact on the ability of the project to attract traffic.</p> <p>Please clarify what steps the Port is taking for enabling entry of the</p>	Due to the lockgate restriction in the KPD, the Bidder may consider Lighterage operations for the vessels more than the restricted LoA.

Additional Pre-Bid Queries
Post- 2nd Pre-Bid Meeting held 29th June'21
(Issued vide Corrigendum-XXVI, dtd. 5 - Aug.2021)

Sr. No	Clause Reference	Queries / Observation of Bidders	Authority's Response
		container vessels into the Khidderpore Dock System.	
8.	General	Please clarify whether vessel with Controllable Pitch Propeller (CPP) Systems can also enter KDS.	Vessels with CPP can be handled at KPD & such handling is being done when necessary using additional Tugs during daylight hours.
9.	RFP-Clause 1.2.3 & 2.1.3 The bidding documents include DCA for the project which is enclosed.... Feasibility Report is also enclosed.	Feasibility report is not enclosed as part of RFP documents issued by the SMP.	Link to download Detailed Feasibility report (DFR) was shared via Addendum-I, dtd. 08-07-2020. <i>Vide this Corrigendum–XXVI, Detailed Feasibility Report (DFR) is made available in the website: https://smpportkolkata.shipping.gov.in</i> under heading “DFR” .
10.	DCA-Article 1.1 (Page no. 12), Definitions Definition of ‘ Debt Due ’ has a provision to the effect that The Debt Due, on or after the date of Commercial Operation of the Project shall in no case exceed 70% of the Total Project Cost	This provision is not a part of MCA. The port has not answered this query in the pre—bid responses. This deviation from the MCA is the critical matter and port must clarify the query in writing.	DCA Conditions shall prevail. (This point already clarified during 2 nd Pre-Bid meeting on 29-June 2021 that DCA conditions prevail)
11.	DCA - Article 1.1 (Page no. 21), Definitions – Supporting Project Infrastructure	The port to clarify if any restrictions as to the nature, type and size of vessels which can enter KPD Berth no. 2 to 12 are in place.	For KPD, both LOA & beam at KPD, may be revised with controlled condition, using additional tugs & technology.

Additional Pre-Bid Queries
Post- 2nd Pre-Bid Meeting held 29th June'21
(Issued vide Corrigendum-XXVI, dtd. 5 - Aug.2021)

Sr. No	Clause Reference	Queries / Observation of Bidders	Authority's Response
	Maritime access channels, port entrance, sea locks, access to port for inland transport.....	<ul style="list-style-type: none"> The port to clarify that, subject to emerging technology and associated studies, whether ways and means to handle larger vessels within KDS will be implemented. 	Revision of such dimension may be undertaken through scientific study, in future, if found feasible by Authority as per Authority discretion.
12.	DCA - Article 2 (Page No. 26 & 27) Clause 2.6 Port's Asset Appendix 2 – Port's Asset List	Length of berth is shown as 400 M although it should be 416 M according to data available.	Please refer to page no. 31 of Detailed Feasibility Report (DFR) regarding dimensions of berth.
13.	DCA- Article 6 (Page No. 34) Clause 6.5. (c) Obtain necessary approvals and arrange for issuance of required notifications by Customs after completion	<ul style="list-style-type: none"> Please clarify how custom area will be demarcated during Phase-I (Part KPD-I West). 	Segregation of area (Phase-I) shall be done by the concessionaire as per the directive of customs authorities (if any)
14.	DCA- Article 7.1 (Page No. 48) Security Arrangements	<ul style="list-style-type: none"> Please clarify how security under CISF will be demarcated during Phase-I (Part KPD-I West), specially with common access road passing through the concession area 	CISF &/ Port Security personnel will be posted at main entry & exit gates ie. Gate no. 2 & Gate no. 4, respective. However the services of CISF/ Port Security maybe implemented as per policies etc. adopted by the Authority from time to time.

Additional Pre-Bid Queries
Post- 2nd Pre-Bid Meeting held 29th June'21
(Issued vide Corrigendum-XXVI, dtd. 5 - Aug.2021)

Sr. No	Clause Reference	Queries / Observation of Bidders	Authority's Response
			Responsibility of security for the area licensed to the concessionaire will rest with the concessionaire (Phase-I)
15.	DCA-Article 7.1 (Page No. 48 & 49) Employment of Personnel	Port to clarify the role of DLB within the concession area	There will be no role of DLB within the concession area. DCA Conditions shall prevail.
16.	DCA - Appendix 4 The description of the berth length in Phase 2 has been mentioned as "On the Date of Commercial Operations, the berth length not less than 400 meters in each phase".	This should be changed to "Rejuvenation of berth 8, 10 and 12 as on the Date of Commercial Operations having berth length not less than 416 m shall be provided".	Please refer to Addendum-III, dated 5/8/2021
17.	DCA- Appendix 13 (Page No. 173) Tariff Schedule	<ul style="list-style-type: none"> • Charges for bagged cargo not mentioned • Charges for pulses not mentioned • Charges for cement and clinker not mentioned • Charges for project cargo not mentioned • Charges for other general cargo not mentioned • The tariff mentioned against Limestone is too low. This needs to be revised 	<p>As per the tariff notification approved by TAMP, the Concessionaire would be allowed to handle the following cargos and its respective tariff is set out in Appendix-12 of the DCA.</p> <ul style="list-style-type: none"> • Containers • Finished Fertilizers • Food grains • Iron and Steel Products and Aluminum Ingots • Pig Iron • Sugar • Limestone

Additional Pre-Bid Queries
Post- 2nd Pre-Bid Meeting held 29th June'21
(Issued vide Corrigendum-XXVI, dtd. 5 - Aug.2021)

Sr. No	Clause Reference	Queries / Observation of Bidders	Authority's Response
18.	DCA - Appendix 15 (Page No. 175) Performance Standards	These performance standards are unachievable and designed for large sea going vessels. Unfortunately, KPD limits the size of ships to the small category or even barges. Therefore, the performance standards need to be rationalized accordingly.	DCA Conditions prevail Appendix 15 (Performance Standards), of DCA
19.	DCA - Appendix 20 (Page No. 226) Arbitration Rules of SAROD PORTs	<ul style="list-style-type: none"> SAROD Rules have undergone a change. The latest version may be obtained from IPA and the provisions of the latest SAROD regulations need to be applied in the RFP and DCA 	<p>APPENDIX 20- Arbitration Rules of the Society for Affordable Redressal of Disputes - Ports (SAROD-Ports), Page 225 to 247 of DCA.</p> <p>Since latest version of the Model Concession Agreement already contains the provisions of SAROD-Ports, DCA conditions will prevail.</p>
20.	Miscellaneous	<p>At a number of places, reference to various provisions of Major Port Trusts Act has been given (For example Article 2.8, 6.5 (c), Article 7 etc.</p> <p>As Major Port Trusts Act has now been replaced by Major Port Authorities Act, these provisions need to be changed suitably</p>	<p>DCA conditions prevail.</p> <p>The DCA in its definition section provides for MPT Act. Accordingly, MPT Act means The Major Port Trusts Act, 1963 as amended, supplemented, re-enacted or replaced from time to time.</p> <p>clearly mentioned that -</p> <p>In this regard, any circular/document on applicability of the Major Port Authorities Act, 2021 need to be examined.</p>

Additional Pre-Bid Queries
Post- 2nd Pre-Bid Meeting held 29th June'21
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Sr. No	Clause Reference	Queries / Observation of Bidders	Authority's Response
21.	DCA - Appendix 5 (Page No. 151) Project Schedule	Project Schedule- It is mentioned that in 9 months, 40% of construction work should be completed. This may be changed to 30%.	DCA conditions prevail
22.	DCA-Article 1.1 (Page no. 13) Definitions – Environmental Law Environmental law means any statute, rule, regulation, ordinance....	<ul style="list-style-type: none"> Authority to confirm, that the Port has Consent to Operate in respect of all the commodities envisaged under this CA at the Project site. Provide Approved types of cargo can be handled and their quantities under the Environmental and CRZ Clearance & Consent to Operation obtained from Authority.	Already clarified vide Corrigendum-XXIII, dtd 18-06-21 ,& Please refer Sr.No.75 of CORRIGENDUM-XXI (No. SMPK/KDS/CIV/T/2474/ 623) Dt. 28.5.2021 ,
23.	DCA -Article 7.1 (c) (i) e) (Page No. 52) Obligations of Concessioning Authority	Dredging is the sole responsibility of Concessioning Authority therefore excluding berth side is to be deleted.	Already clarified vide SL. NO. 66, CORRIGENDUM-XXI (No. SMPK/KDS/CIV/T/2474/ 623) Dt. 28.5.2021 , as- “Authority shall maintain the draft alongside the berth at 8.5 m. Clearing of the Spill-over Cargo shall be the responsibility of Concessionaire.” ADDENDUM, Issued with CORRIGENDUM-XXI (No. SMPK/KDS/CIV/T/2474/ 623) Dt. 28.5.2021 , Sl. No. 34 (ADDENDUM)
24.	DCA-Article 7.1 (Page No. 51) Clause 7.1 (xii) 2. (d) Preferential and Priority Berthing	Port to clarify the berthing policy along with pilotage priorities	Copy of the extant calling/sailing priority is provided and being shared via Corrigendum- XXV. The Berthing Policy is available in the website https://smporkolkata.shipping.gov.in/ under heading “Priority for Calling-Sailing”

Additional Pre-Bid Queries
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25.	DCA-Article 9.1 (Page No. 57) The Licence Fees shall be escalated by.... Every year.	The annual license fee along with the quantum of escalation should be specified. No periodical revision beyond the above should be incorporated.	The same is placed in CORRIGENDUM-XXIII dated 18.06.2021- inter alia ADDENDUM TO RFP PRE-BID REPLIES AS PUBLISHED VIDE - CORRIGENDUM-XXIII (No.KOPT/KDS/CIV/T/2474/693 Dt. 18-06-2021)
26.	DCA-Article 9.2 (Page No. 62) 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	Port to clarify that the concessionaire can start providing project services any day after signing of the CA and before Date of Commercial Operation (COD). MGT is to be considered only after Date of Commercial Operation (COD), as defined under Article 1.1	<i>DCA conditions prevail</i> <i>Under Article – 9.2-d) , of DCA states:</i> 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.
27.	Article 12.2 (Page No. 76) Exclusivity Clause	Exclusivity Clause under Article 12 of MCA need to be added	DCA Conditions shall prevail.
28.	Appendix 4 (Page No. 124) Equipment	Provision of 10 numbers (Phase – I) + 10 nos. (Phase – II) fork lift trucks are totally unnecessary and the requirement may be deleted. The concessionaire should be allowed to deploy equivalent equipment in-lieu of the mobile harbour cranes.	DCA conditions prevail

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Sr. No	Clause Reference	Queries / Observation of Bidders	Authority's Response
29.	General	Please give details of all excepted cargos which are not allowed to handle at the project facility. Please establish tariff for all other cargos	Please refer S.No.17
30.	Sr. No. 44 - RFP Cl. 2.8.3	You have mentioned the bidder to submit to the Authority, all the hard and soft copies of all the Queries & Responses with Addendum/ Corrigendum issued by the Authority. However, it is understood clearly from Cl. 2.11.2 of the RFP as given in DOC-II-Addendum that these documents should only be submitted in hard copies and no soft copies should be submitted . Kindly confirm that our understanding is correct.	<i>The same is confirmed.</i> <i>RFP conditions prevail.</i>
31.	Sr. No. 45, 46, 47, 48 and 49 – RFP Cl. 2.10.5 & 2.14.1, 2.11.2, 2.11.2(d), 2.11.3, 2.11.6 :	Comment given in Authority Response column is clearly understood that there will be no submission of Financial Bid and Technical Bid etc. as soft copy as indicated in RFP Cl. 2.11.1, 2.11.2 and 2.11.3 as given in DOC-II-Addendum. By Sr. No. 1 and 2 of DOC-II-Addendum, you have deleted RFP Appendix-IX (e-Tendering Details) and Appendix-X (BOQ Format for Financial Bid).	Already clarified vide- ADDENDUM TO RFP PRE-BID REPLIES AS PUBLISHED VIDE - CORRIGENDUM-XXIII (No.KOPT/KDS/CIV/T/2474/693 Dt. 18-06-2021) APPENDIX-X BOQ Format For Financial Bid - BOQ Format For Financial Bid to be submitted offline only.

Additional Pre-Bid Queries
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Sr. No	Clause Reference	Queries / Observation of Bidders	Authority's Response
		<p>Also you have deleted Appendix-IX in Sr. No. 27 of DOC-II-Addendum.</p> <p>However, although as per Sr. No. 28 of DOC-II-Addendum, Appendix-X stands deleted, but it also says "Bidder kindly refer the APPENDIX-X given here in below at the end of this Addendum/Corrigendum". On referring to Appendix-X given in Page 9 of DOC-II-Addendum, we note the following instruction :</p> <p style="text-align: center;">"Financial Bid should be strictly quoted online only"</p> <p>We assume that this is a mistake and not to be followed. Kindly confirm.</p>	
32.	Appendix-X BOQ Format For Financial Bid	<p>For abundant clarity, we reiterate that Appendix-X must be considered as deleted and Financial Bid shall be submitted only in item 30(i) and (ii) of Appendix-I, as per Sr. No. 9 of DOC-II-Addendum – RFP Cl. 2.11.1. Kindly confirm.</p>	<p>It is confirmed that Appendix-X is deleted and Financial Bid shall submitted as per as per Sr. No. 9 of CORRIGENDUM-XXI, dtd. 28-05-2021, DOC-II-Addendum – RFP Cl. 2.11.1, viz. The Bidder shall submit the Bid in the format specified at Appendix-I, and seal it in an envelope and mark the envelope as "BID".</p>
33.	<p>Sr. No. 53 – RFP Appendix-I Item 32 states "Policy for preventing private sector monopoly in Major Ports" as per the Appendix-VI.</p> <p>Appendix-VI of RFP documents gives the Proforma for Pre-</p>	<p>This appears to be a mistake. Kindly confirm and if so, Kindly let us have the format for Private Sector Monopoly in Major Ports as stated in Appendix-I.</p>	<p>Please refer to Addendum-III, dated 5/8/2021</p>

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Sr. No	Clause Reference	Queries / Observation of Bidders	Authority's Response
	Contract Integrity Pact and not Private Sector Monopoly.		
34.	Sr. No. 60 – Article 3.4 Page 32 of DFR	As per Authority Response, the berths are ascertained safe for deployment of Mobile Harbour Cranes provided the safe working load is under the prescribed limit. Kindly confirm the prescribed limit of safe working load on the berths.	Working superimposed load : For berth no. 2,4,6,8,10 : 05 (Five) ton per square meter For berth no. 12: 01 (One) ton per square meter
35.	Sr. No. 93 – RFP Appendix-VI : “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.”	Our Director signed all the documents of RFQ as the holder of Power of Attorney. The same Director is now our Managing Director who has the Power of Attorney to sign all the documents of RFP. Therefore, the Integrity Pact – Appendix-VI would be signed by our Managing Director. Kindly confirm acceptance.	The Power of Attorney who is authorized to sign the RFP shall sign the Integrity Pact.
36.	DCA - Licence Fee : a) Article 9.1(a) : “..... Such amount shall be paid by the Concessionaire every year in 12 equal monthly instalments. For the avoidance of doubt,	While the date of payment for Licence Fee for Phase II has been clearly defined, the same for Phase I has not been defined. Kindly specify from which date the Licence Fee for Phase I should be paid.	DCA Conditions shall prevail Please refer Clause 3.1(i) of the DCA. The License Fee shall be applicable from the date of handover of the Project Site

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Sr. No	Clause Reference	Queries / Observation of Bidders	Authority's Response
	the Concessionaire shall pay Licence Fee for Phase II from 5 th (fifth) anniversary of the Date of Commercial Operation of Phase I. The monthly instalment of License Fee along with applicable GST shall be payable latest by 15 th day of the month."	We request that Licence Fee for Phase I should be payable after 1.1/2 to 2 years from the date of signing Draft Concession Agreement. Kindly confirm.	
37.	Article 9.1(d) : The Concessionaire shall also be required to deposit before allotment of land an amount of Rs. (Rupees only) (Equivalent to two years license fee with GST) as refundable Security Deposit towards payment of Land rent and other dues which shall be maintained till the end of Concession period. Security Deposit is refundable without any interest after the concession period	We propose to deposit two years licence fee with GST in the form of Bank Guarantee. Kindly confirm.	DCA conditions prevail

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Sr. No	Clause Reference	Queries / Observation of Bidders	Authority's Response
	subject to adjustment of dues and damages, if any.		
38.	<p>DCA -Payments of Royalty :</p> <p>Article 9.2(b) : "..... Royalty per MT of cargo and TEUs shall be indexed to as per the variation of the Wholesale Price Index (WPI) (all commodities) occurring between 1st January of the year in which RFP is submitted and every year till the end of the Concession Period.</p> <p>Negative variation of the Wholesale Price Index will however be ignored and accordingly, the Royalty per MT of cargo and TEUs payable in any year would not be lower than the Royalty per MT of cargo and TEUs payable in the</p>	<p>We understand from Appendix 12 "Tariffs" that reference tariffs will be indexed to inflation. In view of the above stipulation, should we also assume that negative variation of the WPI will not be applicable to the tariffs to be charged by us for the sake of uniformity? Kindly confirm.</p>	<p>The Tariff shall be indexed as per the annual indexation factor announced by TAMP or substituted/designated Authority as the case maybe from time to time.</p>

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Sr. No	Clause Reference	Queries / Observation of Bidders	Authority's Response
	preceding year under any circumstances."		
39.	<p>RFP – Appendix-II – Bank Guarantee for Bid Security :</p> <p>"1. pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents") and LOA no. dated, we (Name of the Bank) having our registered office at"</p>	<p>We have received as part of the RFP dated 26.02.2021 your LOI (Letter of invitation) No. NIL dated 25.02.2021 (page 5 of RFP). We have not received any LOA from you so far.</p> <p>Should we, therefore, replace the above mentioned "LOA no. dated" by LOI dated 25.0.2021. Kindly confirm.</p>	<p>Letter to the respective Bidders were sent vide email dated 26-Feb.21, by SMP, Kolkata as the RFP Document no.KOPT/KDS/CIV/T/2474/6A, Dated.26.02.2021.</p>
40.	1.3.5:Page14	<p>Bid Due Date</p> <p>Request allow a time gap of a minimum of 4 weeks between the release of Authorities' response to queries and the "Bid due date". This is the minimum time required to prepare documentation and bank guarantees.</p>	<p>Please refer to Addendum-III, dated 5/8/2021</p>

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Sr. No	Clause Reference	Queries / Observation of Bidders	Authority's Response
		Considering the disturbance of regular activity in west Bengal, we request you to postpone the bid date to date after the removal of all the lock down restrictions.	
41.	1.1.3	Commissioning time–18months The Feasibility report considers a time frame of 24 months for commissioning of each phase while the RFP has provided 18 months for commissioning/ Considering the disruption of the supply chain & increase Timeline for importing of the heavy machinery due to the pandemic, we Request the Timeline for commissioning of each phase to be increased to 24months.	DCA conditions prevail
42.	2.1.3	Feasibility Report Request KoPT to share the detailed working of the traffic study in the DPR Request KoPT to share the master plan document with the details of the planned activity for the KDS, lockgate (upgradation/repair plan) and Channel dredging.	Please refer to Detailed Feasibility Report (DFR) for more details.

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43.	-	<p>General Load bearing capacity of quay wall Request for the following details/dwgs for the estimation of work:</p> <ol style="list-style-type: none"> 1. Date of construction of the quay 2. Design life of the quay 3. As-built dwgs of the berths 4. Condition assessment reports of the berth structure(NDT tests or any other evaluation) 5. Specifications of the fenders used on the berth. 6. Berthing energy assumptions while designing of the berth & selection of the fenders <p>In the RFQ, SMP replied – <i>“Once the concessionaire takes over the Project on as is where is condition the responsibility of all Quay/berth shall be of the concessionaire.”</i> Also the Feasibility report has not considered any estimates towards the revamping of the berth.</p>	<p>Please refer to Page no.129 of Detailed Feasibility Report (DFR) for more details.</p>

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Sr. No	Clause Reference	Queries / Observation of Bidders	Authority's Response
		So adequate study needs to be done by the authority to analyze the capability of the berth to continue berthing of the container vessels for the next 30 yrs.	
44.	1.1.1, Project cost PhaseI-95.66Cr. PhaseII-86.15Cr.	<p>The Feasibility report was probably made during 2019-20 and the cost estimates were taken during that time period. The EURO – INR conversion during Q3/4 of FY 2019-20 was in approx. 1€ = Rs78.50 The conversion now is approx.1€=Rs87. About 50% of the project cost is imported equipment. So the increase in currency exchange rate has substantially increased the project cost.</p> <p>Also many equipment costs have been escalated due to the high raw material costs.</p> <ol style="list-style-type: none"> 1. Request re-evaluation of the project cost. 2. Phase –II shall be implemented seven (7) yrs from today. The cost does not include the escalation factor for the delayed implementation. Hence the project cost should be revised to include 	DCA conditions prevail.

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		<p>the escalation.</p> <p>A corrected project cost enables easy financing for the concessionaire.</p>	
45.	DCA–Appendix4, Equipment list	<p>Due to the dynamic nature it is observed that trade patterns, logistics and supply chains are under going changes every 5-6yrs. So it recommended that the concessionaire be allowed the flexibility to choose the type of Equipment as per their suitability & operation efficiency. The authority may define the Productivity/operation parameters required for each of type of cargo can be specified.</p> <p><i>Other than the HMC, the quantity of rest of the equipment need not be defined, it should be up to the concessionaire to define the mix to cater to the productivity norms. Cargo other than container are dependent on the policies of Government and extremely volatile, hence concessionaire should be able to change the quantity of the smaller equipment based on traffic/demand)</i></p>	<p>Appendix-4 provides the minimum requirements that are required for the operation of the Project.</p> <p>Please refer Clause 7.1 (a) (i)(e) of the DCA. <i>“The Concessionaire shall 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”</i></p> <p>DCA conditions prevail</p>

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Sr. No	Clause Reference	Queries / Observation of Bidders	Authority's Response																
46.	DCA–Appendix8	Permits & Clearance Request for following permits/clearances available for the project for review by bidders: a. Copy of“ Environment & CRZ” Clearances from MoEF Consent to Operate from the State Pollution Control Board.	Already clarified vide Corrigendum-XXIII, dtd 18-06-21 ,& Please refer Sr.No.75 of CORRIGENDUM-XXI (No. SMPK/KDS/CIV/T/2474/ 623) Dt. 28.5.2021 ,																
47.	DCA–Appendix8	<p>Min Cargo guarantee</p> <table border="1"> <thead> <tr> <th></th><th colspan="2">Ph-I</th><th>Ph-II</th></tr> <tr> <th></th><th>Capacity</th><th>MGT</th><th>Capacity</th></tr> </thead> <tbody> <tr> <td>Bulk</td><td>165,000</td><td>132,000 (80%)</td><td>300,000</td></tr> <tr> <td>Container</td><td>165,000</td><td>132,000 (80%)</td><td>350,000</td></tr> </tbody> </table> <p>The MGT of 80% is too high and not in line with the general norm of MGT as percentage of capacity for similar PPP projects in Major ports. Recommended MGT: 1-4 yrs – 20% of Optimal Capacity of Phase -1 4-8 yrs – 40% of Optimal Capacity of Phase -1 8-12 yrs – 50% of Phase 1 + 20% of Phase – II 12-16 yrs – 50% of Phase 1 + 40% of Phase – II >16yrs – 50% of optimal Capacity Phase 1 + II</p>		Ph-I		Ph-II		Capacity	MGT	Capacity	Bulk	165,000	132,000 (80%)	300,000	Container	165,000	132,000 (80%)	350,000	DCA conditions prevail
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Sr. No	Clause Reference	Queries / Observation of Bidders	Authority's Response
48.	General	Request to provide a layout drawing of the Project Site with the area statement of the facilities (including the open areas) The above drawing is required by bidders to evaluate various other expenses for setting up of the project.	Please refer to Detailed Feasibility Report (DFR) for details.
49.	General	Would the concessionaire be allowed to use the proposed extended gate facility at Balagarh through barging of containers in a special composite rate?	DCA conditions prevail
50.	General	During the site visit it was observed that there are mooring bollards in the middle of the berth that will hinder the operations of the HMCs and other equipment. These bollards have to be relocated. The expenses of this has not been considered in the DPR. So would KoPT be undertaking this civil work before handing over the asset to the concessionaire?	In case the bollards are to be relocated for operational purpose, the same shall be done by the concessionaire, at its own cost, justifying technical reasonability subject to due approval from SMP, Kolkata.
51.	Clause9.2	Royalty Royalty has been indexed to 100% of WPI, whereas tariff fixed by TAMP has been indexed to 60% of WPI. This disproportionate increase of Revenue vs royalty will result in the increased burden on the	DCA conditions prevail

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Sr. No	Clause Reference	Queries / Observation of Bidders	Authority's Response																																
		<p>concessionaire in the later stages of the concession period. Refer to below sample case where the tariff is assumed to be Rs 100, royalty at 15% and WPI at 5%</p> <table border="1"> <thead> <tr> <th>Years</th><th>Tariff</th><th>Royalty</th><th>%</th></tr> </thead> <tbody> <tr> <td>0</td><td>100</td><td>15</td><td>15%</td></tr> <tr> <td>5</td><td>115.93</td><td>19.14</td><td>17%</td></tr> <tr> <td>10</td><td>134.39</td><td>24.43</td><td>18%</td></tr> <tr> <td>15</td><td>155.80</td><td>31.18</td><td>20%</td></tr> <tr> <td>20</td><td>180.61</td><td>39.80</td><td>22%</td></tr> <tr> <td>25</td><td>209.38</td><td>50.80</td><td>24%</td></tr> <tr> <td>30</td><td>242.73</td><td>64.83</td><td>27%</td></tr> </tbody> </table> <p>Towards the end of the concession period, the royalty shared as % of Tariff is double. This is an additional burden on the concessionaires and the Concessioning authority may not realize a good royalty in the initial years due to the disproportionate increase.</p> <p>Historically we have seen failure of PPP projects in Major projects where the escalation of tariff was not proportional to the royalty.</p> <p>Request you to escalate the royalty at the same rate as tariff.</p>	Years	Tariff	Royalty	%	0	100	15	15%	5	115.93	19.14	17%	10	134.39	24.43	18%	15	155.80	31.18	20%	20	180.61	39.80	22%	25	209.38	50.80	24%	30	242.73	64.83	27%	
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52.	<p>Ref : Appendix - X BOQ Format for x Financial Bid : Now that On - Line Bidding is dispensed with , vide Addendum to the Corrigendum No. XXIII Dated 18.06.2021; the BOQ Format needs to be clarified as follows : a). Should the Format be Typed / Prepared by the Tenderer ? (b). What is the full form of COD in Column 2 of the Format ? (c). What is Phase 0 in Column 2 of the Format ? (d). What is the Difference between Rate in Column 4 vis-a-vis Gross Rate in Column 5 ?</p>	<p>Now that On - Line Bidding is dispensed with, vide Addendum to the Corrigendum No. XXIII Dated 18.06.2021 ; the BOQ Format needs to be clarified as follows :</p> <p>(a). Should the Format be Typed / Prepared by the Tenderer ?</p> <p>(b). What is the full form of COD in Column 2 of the Format ?</p> <p>(c). What is Phase 0 in Column 2 of the Format ?</p> <p>(d). What is the Difference between Rate in Column 4 vis-a-vis Gross Rate in Column 5 ?</p>	<p>Appendix - X (BOQ Format for Financial Bid) shall be treated as deleted. Please refer Addendum to <u>Corrigendum-XXIII (Sr.no.28)</u></p>

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Sr. No	Clause Reference	Queries / Observation of Bidders	Authority's Response
53.	General	<p>Exclusivity period</p> <p>The concessionaire shall have to put in significant effort in marketing and bringing specialized container services to KPD. Request an exclusivity period as per the model DCA.</p> <p>"The Concessioning Authority shall not operationalise any additional facility/capacity within Port Limits for handling Containers either on its own or through any other Person until the earlier of (i) 3 (three) years from the Scheduled Project Completion Date (Phase I & II); or (ii) the average annual volume of cargo handled at the Project Facilities and Services reaches a level of 70% (seventy percent) of Project Capacity for 2 (two) consecutive years ("Exclusivity Period"). Provided, this restriction shall not apply to the additional facility envisaged at [●] **</p>	DCA conditions prevail

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54.	APPENDIX–IX, RFQ	<p>It may be also noted that under APPENDIX – IX of RFQ vide Notification No. PD-24018/8/2009 – PD.III dated 02.08.2010 regarding Policy for preventing private sector monopoly in Major Ports, the Item-2 of referred Guideline dated 02.08.2010 is inter alia stated that “If there is only one private terminal/berth operator in a port for a specific cargo, the operator of that berth or his associates shall not be allowed to bid for the next terminal/berth for handling the same cargo in the same port”.</p> <p>With this Guideline, the successful bidders of the Khidderpore Docks (KPD-1 WEST) project shall be restricted from participation in any similar type upcoming/proposed similar type of PPP project.</p>	Please refer S.No.6 above.