

PARADIP PORT TRUST



DEVELOPMENT OF WESTERN DOCK ON BOT BASIS TO HANDLE CAPE SIZE VESSELS

Replies to Queries on Request for Qualification (RFQ)

CORRIGENDUM-III

No. PPT/PIO/OE/63/18/102, dt. 12.03.2021

N.B.:- Last date of submission of RFQ Applications - 19.04.2021, 1100 hrs.

**Development of Western Dock on BOT basis to handle Cape size vessels
Request for Qualification – Response to Pre-Bid Queries**

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Sl. No.	RFQ Clause No./ Reference	Bidders' Queries	Clarifications
1.	Clause No. 2.2.2(A) (II) Pg. No. 17	To include cargo projection for new industries consistent with “Policy for Award of Waterfront and Associated Land to Port Dependent Industries in Major Ports” issued by the Govt. of India. We request the Authority to modify the definition of the PDI as given under the RFQ in line with Clause 8 (vii) of the Policy.	Tender conditions shall prevail
2.	Clause No. 1.1 Para 4 Pg. No. 10	Under Policy Guidelines for Land Management (PGLM) 2014 the Authority may consider the concession period of 30 + 30 years for the Project through the Empowered Committee mechanism. Considering the high capital investment costs of the Project, the Project can be given for 30 + 30 years.	Tender conditions shall prevail
3.	General	<p>Currently we understand that based on PGLM 2014 only licenses are permitted within the custom bonded areas for PPP projects. If a new land policy is issued by the Ministry of Shipping and vide such new policy, the Major Ports are permitted to enter into leases for PPP projects within custom bonded areas, will the land required for this Project be then given under lease?</p> <p>Will the concessionaire be permitted to create charge/mortgage over the project site?</p> <p>Lease and Mortgage will help in the bankability of this Project. Is the Authority going to hand over the 100% land required for Phase I and Phase II simultaneously, or at a different point in time?</p> <p>100% of the Project land should be provided prior to Appointed Date? From a bankability perspective, handover of 100% of Project land is critical for the Concessionaire.</p>	<p>The Project has been tendered for award on Build, Operate and Transfer (BOT) basis with a Concession period of 30 years.</p> <p>The Project Site will be handed over to the selected Concessionaire from the Date of Award of Concession.</p> <p>The selected Concessionaire is a bare Licensee of the Project Site and shall pay Annual License Fee for the allotted land.</p> <p>Lease & Mortgage etc. are not relevant.</p> <p>Tender conditions shall prevail</p>
4.	General	<p>What is the status of the relevant approvals (including CRZ, Environment Clearance etc. other compliance requirements) required for the Project?</p> <p>Request Authority to share the copies of approvals obtained for the Project?</p> <p>Kindly confirm the role of Concessionaire with respect to Environmental Clearance and other approvals/compliances, if any.</p> <p>Will the construction period and concession period of the Project be extended (together with royalty and rents waived) in case there is delay in construction due to reasons beyond the control of the concessionaire including delay in receiving approvals to be procured by the Authority?</p>	<p>MoEF Clearances are available for the project. Copy of the MoEF Clearance Letter shall be shared with the selected Bidder.</p> <p>The obligations of the Concessionaire and the Concessions Authority are as per the prevailing MCA applicable to PPP projects in Major Ports. Specific details shall form part of the bidding documents to be shared with the qualified Applicants at RFP stage.</p>

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5.	General	Whether Dock dimensions can be changed without affecting terminal capacity? What is the basis of calculation for arriving at the Designed Capacity of the Project? When will the Feasibility Report of the Project be provided to the applicant? Does the Authority contemplate any changes in the Designed Capacity of the Project in the prospective future? Will such change in designed capacity be regarded as a change in scope of the Project by the Authority? Does the concessionaire have flexibility of combining Phase I and Phase II of the Project, also do they have the flexibility of not carrying out Phase II of the Project in case the desired traffic for Phase I has not been achieved? What is the nature of the “ancillary facilities” that is required to be built by the Selected Bidder? Does the Bidder have the freedom to customize its own ancillary facilities?	The minimum Dock dimensions are 490m X 280m with berths on opposite arms. Any upward revision will be subject to feasibility and approval of Independent Engineer. The capacity of the Terminal to be constructed by the Bidder will be 25 MTPA and the MGT requirements have been indicated. Phase-I and Phase-II will be carried out as per the RFQ. There is no time lag between Phase-I and Phase-II. The cargo profile for this project comprises of all dry bulk and break bulk cargo, both imports & exports. Bidders to provide the ancillary facilities as per their cargo profile to achieve the required capacity. At this stage, bidders are requested to submit their RFQ applications as per the available information provided in the RFQ. Specific details like DPR shall form part of the bidding documents to be shared with the qualified Applicants at RFP stage.
6.	General	What would be the guaranteed draft for the Western Dock complex and timeline for the same?	The Western Dock shall have facilities to handle Cape size vessels. Proposed draft for the Western Dock basin will be 18.5m. Capital dredging is in the Concessionaire's scope. The concessionaire has to achieve the desired draft before scheduled COD of Phase-II.
7.	Clause No. 1.1.3 Pg. No. 11	Since Capital dredging is on Developers scope and the common channel & turning basin would also be used for berthing / sailing of vessels for other berths of PPT/other users, whether any revenue sharing with developer for this	There will be no revenue sharing with Concessionaire for use of the common navigation channel by other users/

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		navigational facility. As understand, maintenance dredging is in PPT's scope. Please clarify.	PPT. Maintenance dredging shall be carried out by the Concessioneing Authority after completion of the Capital dredging works by the Concessionaire and COD of Phase-II.
8.	General	Any modification to the existing structures including conveyor layout of PPL and IFFCO may require re-alignment. Who will be responsible for such modification?	The Western Dock facilities shall be constructed without any modifications to the conveyor layout of PPL and IFFCO.
9.	General	Is the Authority going to provide its permission for RoW including for laying conveyor from PDI's manufacturing plant near Paradip to the Western Dock system?	RoW for laying conveyor in Port land shall be permitted by PPT as per feasibility.
10.	Clause No. 1.3 Pg. No. 14	In view of COVID-19, we request the Authority to extend the timeline for submission of bid by at least two months.	The last date of submission of RFQ Applications is extended upto 19.04.2021, 1100 hrs.
11.	General	Is the successful bidder required to pay any rental for the land being allotted for the Project? If yes, then what is the rate for the same. Is it based on the Schedule of Rates (" SoR ") and will escalation be applicable along with revision of SoR. Further, as per the PGLM 2014, for PPP projects if land is not part of the bidding process, 1.2 times of the SoR plus escalation is applicable. In this regard please clarify the status of the land for this Project. Will there be any waterfront/area charges levied by the Authority?	Successful bidder has to pay License Fee for the Land allotted as per SoR of PPT. Further details shall be shared with the qualified Applicants at RFP stage.
12.	Clause No. 2.2.1(d) Pg. No. 15	Authority to provide the names of the transaction advisor, and the financial, technical, legal and other consultants/advisors engaged by it for the Project.	The Transaction Advisors appointed for PPP Projects are M/s. CRISIL Risk and Infrastructure Solutions Ltd. Further, DPR for the project has been prepared by RITES Ltd. M/s. Suri & Company have provided legal inputs for this project.
13.	General	Will security clearance as per Clause 2.2.11 be after the pre-qualification? We understand that the responsibility for processing the security clearance would vest with the Authority. Authority to please confirm.	Security Clearance will be processed by PPT after receipt of the RFQ Applications.
14.	Clause No. 2.2.3 Pg. No. 18	In our view, as per Clause 2.2.3, a period of 5 years is quite a long period to continue to have O&M arrangement with O&M contractor, thus it is requested if the Authority may consider reducing the said period to 2 years from the COD.	Tender conditions shall prevail.

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		Also, provision for change of O&M contractor should be permitted provided the new O&M contractor has credentials similar to the outgoing O&M contractor.	
15.	Clause No. 2.2.6 Pg. No. 19	Whether SPV formation in accordance with Clause 2.2.6 is mandatory for a PDI entity or it can independently execute the project?	SPV formation in accordance with Clause 2.2.6 is mandatory.
16.	Clause No. 1.1.4 Pg. No. 11	What is the breakup of the Indicative Capital Cost of INR 2392.13 crores? Please provide us the basis on which these costs are arrived at, the detail financial calculations and the assumptions made to arrive at these figures	The Indicative Project Cost of Rs.2,392.13 Crores includes Rs.352.13 Crores for Capital Dredging works and Rs.2040 Crores towards the Terminal inclusive of berths, equipment, stockyards, rail connectivity, and all other ancillary works for a 25 MTPA Terminal. Further specific details will be shared with the qualified bidders in the bidding documents at the RFP stage.
17.	General	Will the MCA issued by MoS in 2018 be used as the base draft for drafting the Concession Agreement for this Project?	MCA 2018 will be followed.
18.	Clause No. 1.1 Pg. No. 10	<ol style="list-style-type: none"> 1. The navigation channel (entrance and approach), turning circle are common infrastructure used by all port users / other Concessionaires. The cost of dredging for such common infrastructure cannot be borne by a Concessionaire. 2. It is requested that dredging should be part of PPT's scope 3. Request PPT to provide the most recent bathymetry details of the channel and turning circle 	<p>Tender conditions shall prevail.</p> <p>At this stage, bidders are requested to submit their RFQ applications as per the available information provided in the RFQ. Further specific details shall be shared with the qualified Applicants at RFP stage.</p>
19.	Clause No. 1.1 Pg. No. 10	<ol style="list-style-type: none"> 1. Please provide the berth capacity calculations provided for the 25 MTPA and berth occupancy levels. 2. Design criteria for the dock dimensions. 3. Provide flexibility to bidders for dock/ layout design, always meeting the 25 MTPA capacity calculation 	The selected Concessionaire has to plan the project of 25 MTPA capacity within the broad parameters indicated in the project particulars and scope of Project. Also, please refer to the reply at Sl. No. 5.
20.	Clause No. 1.1.4 Pg. No. 11	Please provide a breakup of the capital cost along with assumptions considered	Please refer to the reply at Sl. No. 16.

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21.	Clause No. 1.2.8 Pg. No. 13	In the event of failure of the Concessionaire to achieve Minimum Guaranteed Cargo for any year, the Concessionaire is obligated to pay for the shortfall at the full rate of royalty. This shortfall cost is too harsh and should be deleted. Such a provision does not appear in the MCA, 2018 for the port PPP projects.	Tender conditions shall prevail.
22.	Clause No. 1.2.8 Pg. No. 13	Clause 1.2.8 has specified the Minimum Guaranteed Cargo (MGC) as 8.75 MTPA in Phase I and 17.5 MTPA in Phase II and is applicable from the date of commercial operations. This amounts to CAGR of ~41% growth in traffic. Request PPT to consider a. Phasing the MGC requirements over a five-year period from COD. b. The MGC not to exceed 60% of the existing capacity. c. The two-year period between Phase I and Phase II is meaningless. Phase II should be linked to achieving 60% of Phase I capacity subject to no later than 5 years of Phase I COD.	Tender conditions shall prevail.
23.	Clause No. 1.2.8 Pg. No. 13	Please provide for the possibility of formation of a consortium between a PPP Operator and a PDI. In the above case please clarify the qualification criteria and the minimum shareholding required.	There is no restriction on formation of such consortium. However, the Technical Capacity has to be met either as per Clause 2.2.2 (A)(I) or as per Clause 2.2.2 (A)(II) of the RFQ document.
24.	Clause No. 2.2.2(B) Pg. No. 18	The Financial Capacity as per Clause 2.2.2 B specifies the requirement of net worth to be met by the applicant to the RFQ. This requirement is maintained at 50% of the estimated project capital cost. Request PPT to reduce the Net Worth requirements to 25% of the Estimated Project Cost as per the provisions for Port PPP projects	Tender conditions shall prevail.
25.	Clause No. 3.2.1(A) Pg. No. 34	In the present RFQ, in clause 3.2.1, port sector has been defined as ports and inland waterways only, whereas under Port PPP Projects norms, Port sector is deemed to include Marine structures, On-shore and Off- shore Terminals, Berths, Jetties, Quays, Cargo-Handling Systems, CFS/ ICDs, Storage Tanks/ Tank Farms, Conveyors and Pipelines, Warehouses & Silos, all associated with a seaport.	Port Sector would be deemed to include Marine structures, On-shore and Off-shore Terminals, Berths, Jetties, Quays, Cargo Handling System, Bulk/ Liquid Material Handling System, Port based Terminal Facilities, CFS/ ICDs, Storage Tanks/ Tank Farms, Conveyors, Pipelines, Warehousing etc.

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26.	Annexure - II Pg. No. 50 Technical Capacity of the Applicant	Rupees 60 (sixty) conversion rate of US Dollars considered in RFQ seems to be very low. It should be true representative of present exchange rate and should be modified accordingly.	Rupees 73 (seventy three) conversion rate of US Dollars will be considered.
27.	General	Request PPT to confirm the total land area made available for the terminal yard along with a layout drawing.	The cargo profile for this project comprises of all dry bulk and break bulk cargo, both imports & exports. Project Site shall be to the tune of 6 Lakh Sqm excluding RoW for the Railway network, conveyor system and ancillaries beyond the Project Site. The selected Concessionaire shall design the Terminal based on its cargo profile for a capacity of 25 MTPA.
28.	General	Request PPT to confirm land area made available for the rail siding requirements	Please refer to the replies at Sl. No. 27 & 39.
29.	General	Please confirm whether the PPL conveyor will be re-routed out of the Western Dock battery limits. What are the limitations and considerations regarding the PPL conveyor	Please refer to the reply at Sl. No. 8.
30.	General	Please confirm the obligations of the Concessioneing Authority	Please refer to the reply at Sl. No. 4.
31.	General	Please confirm whether the Concession Agreement will consider any Exclusivity Period.	The cargo profile for this project comprises of all dry bulk and break bulk cargo, both imports & exports. Exclusivity Period is not envisaged.
32.	Clause No. 1.3 Pg. No. 14	The last date for filing the RFQ needs to be extended by at least six weeks, after all clarifications as above are provided	Please refer to the reply at Sl. No. 10.
33.	Clause No. 1.1.3 Pg. No. 11	Kindly advise if the vessels docking at the proposed Western Dock shall enjoy a concessional "Vessel Related Charges" as against the standard port tariff	Vessel Related Charges for vessels docking at the proposed Western Dock will be as per prevailing SoR of PPT.
34.	Clause No.	Kindly advise if entities for (A) (I) and (II) can combine to form a consortium?	Please refer to the reply at Sl. No. 23.

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	2.2.2(A) & (B) Pg. No. 17 & 18	This appears to be the case as per 2nd para of (B) reading “In case of a Consortium, the combined technical and Net Worth of those Members, who shall have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility;” Kindly advise.	
35.	Clause No. 1.1 (Sl. No. 5) Pg. No. 10	The designed capacity of western dock would be 25 MTPA. The discharge rate/ load rate of break bulk cargoes is generally in the range of 3,000 MT to 10,000 MT per day, the capacity of the Terminal should be reworked basis of the cargo profile and other factors. Please provide the backup calculation of Capacity.	Please refer to the reply at Sl. No. 5.
36.	General - Permits and Clearances	Please provide copies of all approvals already obtained for this project. If any permission and approvals required to be obtained by Concessionaire, please provide the details.	Please refer to the reply at Sl. No. 4.
37.	Clause No. 1.1.3 Pg. No. 11	As per RFQ, the capital dredging in the western dock basin and the navigation channel up to the berths including the turning circle for handling Cape size vessel is in the scope of Concessionaire. In this regard, the following clarifications are required: a) Please provide environmental clearances obtained for Capital dredging b) Please define the length of the Navigation channel included as a part of the approach channel of this dock basin c) Please indicate if the turning circle is also included and if yes, then what would be the size of the turning circle. d) Please provide bathymetric report of navigational channel, turning circle and berth area (the scope of Concessionaire), e) The methodology for Capital dredging considered. f) Minimum draft required for capital dredging g) Please provide complete scope of dredging including marking of navigational channel, turning circle etc. h) What would be the modus operandi for carrying out capital dredging considering ongoing movement of Vessels for other berths. i) Whether any levy to be charged by Concessionaire/ Paradip Port Trust towards Capital dredging from the users of the navigation channel/ turning circle i.e. Concessionaire, PPP Operators operating within Port and Paradip port (berth operated by Paradip port) for usage of Cape enabled dredging. If yes, please provide the details? j) We suggest that Capital dredging activities should be in the scope of	Tender conditions shall prevail and Capital Dredging will remain in the scope of the Concessionaire. Also, please refer to the replies at Sl. No. 4, 5, 6 & 7.

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		Concessioning Authority.	
38.	Clause No. 1.1.3 Pg. No. 11	The Request for Qualification is silent about Maintenance dredging. Please clarify Maintenance dredging of the Project should be carried out by Concessioning Authority.	Please refer to the reply at Sl. No. 7.
39.	General - Railway Connectivity	<p>Presently, the railway capacity within Paradip port and major mining areas to Paradip port are insufficient. Further, New Projects such as EQ Terminal (Coal Exports- 30 MTPA), Coal Import terminal (10- MTPA) and other projects with additional capacities are under construction/ advance stage. Please clarify followings:</p> <p>a) Please provide the railway master plan within Paradip port. Further, please provide the details regarding availability of sufficient railway infrastructure for EQ Terminal, New Iron Ore Terminal, Coal Import terminal and other PPP Projects.</p> <p>b) Please provide the railway capacity requirement and its availability plan from Talcher region, Joda/ Barbil region, Kalingnagar region and Angul region.</p> <p>c) Whether railway connectivity from Haridaspur-Paradip line is sufficient to cater the existing requirement as well under construction project? If no, what is the alternate connectivity planned and its projected completion schedule.</p> <p>d) Please provide the railway connectivity plan for Western Dock?</p> <p>e) Please provide the railway network plan to integrate Western Dock facility with existing facilities of Paradip Port.</p> <p>f) Please also provide railway connectivity plan within Paradip Port internal network and in sync with Indian Railway to cater all the terminals at Paradip port.</p> <p>g) Is there any other supplementary network planned? Since, the western dock is free to choose its cargo, if more export cargo is chosen it may vitiate the cargo balance as far as the railway capacity is concerned. Assurance on the additional capacity creation for railways would be assuaging.</p> <p>h) What are the obligation Concessioning Authority would undertake to complete the railway infrastructure within Paradip port and Indian railway on or prior to COD? In case of delay in implementation of the Railway project, Paradip port should compensate to Concessionaire by</p>	<p>The Rail Connectivity works from Paradip Station Exchange Yard to the Terminal is in the scope of the Concessionaire. Based on the Cargo profile, the Railway layout will be prepared by the Concessionaire.</p> <p>The Rail Connectivity network outside the Port limits to the Port hinterland is adequate.</p>

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		way of liquidated damage equivalent to 16% per annum on Return on Capital employed	
40.	General - Road Connectivity	Please provide road connectivity plan and scope for development and maintenance of road connectivity for this Terminal. Whether cargo handling of Road cargo would be permissible.	Road connectivity to the Terminal from the adjacent available roads shall be planned and developed by the selected Concessionaire as part of Detailed Engineering. The selected Concessionaire is encouraged to utilize Rail transportation for dry bulk cargo.
41.	Clause No. 1.1.4 Pg. No. 11	Indicative project cost is Rs. 2,392.13 Crore. Please provide the breakup of the same.	Please refer to the reply at Sl. No. 16.
42.	General - Paradip Port Master plan	Paradip port has already awarded various PPP Projects for handling coal, iron ore, container and clean cargo. Some of the projects have recently commissioned and some of the projects are under advance stage of construction. Prior to completion of the such projects and achieving the optimum utilization, the big capacities & investments are planned by the Port. Accordingly, the following clarifications are required: a) Please provide master plan of Paradip Port for minimum 20 years. b) It is understood that Paradip port is planning PPP/ Mechanization projects for CQ- 1,2, Mechanised Cargo handling project (MCHP) expansion, development of outer harbour, Inland waterway- 5 (Mahanadi river) and other upcoming projects for handling similar cargo. What is the status of these projects and its impact of western dock?	Bidders are encouraged to submit their RFQ Applications after visiting the Project site and ascertaining for themselves the site conditions, traffic, various operational/ under construction projects etc. Based on such due diligence, project viability can be independently carried out by the applicants.
43.	Clause No. 1.1 (Sl. No. 5) Pg. No. 10	As per RFQ, 2nd phase of the Project shall be commenced from the schedule date of commercial operation for the phase 1st Phase and will be completed within 24 months duration. In this regard, the following changes/clarifications are required: a) Commencement for development of Phase- 2 should be dependent on achievement of minimum capacity utilization@ 80% of Phase -1. OR b) A minimum time frame of 3 years from the actual date of Commercial Operation of Phase -1 project should be given. c) The present RFQ stipulates schedule date of commercial operation of the Phase - 1 instead of actual commercial operation of Phase- 1.	Please refer to the reply at Sl. No. 5.
44.	General -	Is there any exclusivity allowed in this project? Since both phases are almost in	Please refer to the reply at Sl. No. 33

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	Exclusivity	continuum, this is required for financial viability.	
45.	General - Traffic Study and feasibility study	Please provide the traffic study and feasibility study as conducted by Port Trust for this Project considering the existing operations and PPP projects (existing and upcoming).	Please refer to the reply at Sl. No. 42.
46.	Clause No. 1.1 (Sl. No. 5) Pg. No. 10	As per RFQ, the Western dock shall handle all dry bulk/ break bulk cargo, both imports and exports. Please clarify followings: a) Sufficient capacities have already been constructed/ under construction for Iron Ore (incl Pellets) exports and Coal exports, these commodities should be excluded from the permissible cargoes. b) Whether, Container is also included in the permissible cargoes.	Tender conditions shall prevail. Container handling is not allowed at the Western Dock.
47.	Clause No. 1.2.9 Pg. No. 13	As per Clause 1.2.9 of the RFQ, the tariff as notified by TAMP would be applicable and in case of any changes in the role of TAMP in future, new guidelines on tariff fixation as applicable at that time shall be applicable. The following clarifications are required in this respect: a) Please provide the application copy for fixation of the tariff submitted to TAMP for this Project. b) In case of change in guidelines and applicability of new guidelines, what would be the modus operandi for deciding tariff. This is required to avoid any ambiguity in future. It is suggested that Concessionaire should be free to decide the tariff basis of market conditions without any limitation/ ceilings.	TAMP Reference Tariffs with WPI indexation will apply. Specific details shall be indicated in the bidding documents at the RFP stage.
48.	Clause No. 1.2.8 Pg. No. 13	As per RFQ, Minimum Guaranteed Cargo (MGC) shall be 8.75 MTPA and 17.50 MTPA from the actual date of Commercial operations of Phase- I and Phase- II of the facilities respectively. Please provide following details: a) MGC is defined@ 70% of the respective phase capacity from the first year of operations. However, as per model concession agreement, Minimum guaranteed cargo commitment should be commenced from 3 rd year of the operation with structured manner commencing from 20% in the 3 rd year operation. Accordingly, MGC should be in line with model concession agreement. b) As per Model Concession Agreement, in case of non-achievement of MGC volume for continuous period of 3 years, the other provision of Concession Agreement would trigger. However, in this project, the MGC amount is defined basis of MGC Cargo volume* Revenue share payment which is not in line with Model Concession Agreement. Accordingly, the	Tender conditions on MGC indicated in the RFQ shall prevail. Specific details shall be clarified in the bidding documents at the RFP stage.

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		<p>same should be in line with Model Concession Agreement.</p> <p>c) In case of para (b) is applicable, please clarify followings:</p> <p>(i) What is the rebate amount to be provided by Paradip port on cargo handling over and above the MGC amount in any particular financial year?</p> <p>(ii) In case of cargo handling over and above the MGC of a particular financial year would be adjusted and available for set off in upcoming year, in case of any shortfall?</p> <p>(iii) As per RFQ, damage is also applicable in addition to MGC. Please clarify the method and calculation of damage. When, MGC is applicable, damages should not be applicable?</p>	
49.	Clause No. 1.2.8 Pg. No. 13	In case of coastal movement, what would be the royalty amount i.e. equivalent to 60% of quoted royalty by highest bidder, please clarify	Royalty shall be applicable on the cargo volume handled irrespective of coastal/ foreign movement.
50.	General - Flexibility in planning and development of Terminals	BOT Developer will have full flexibility in planning, designing, selection of equipment, number of equipment etc. to develop terminal infrastructure facility in all respect to meet the Designed capacity of the Terminal, please clarify and confirm	Please refer to the reply at Sl. No. 5.
51.	General - Stackyard	Please provide the stackyard design, area, railway connectivity, road connectivity access and Turnaround time considered for cargo to achieve 25 MTPA capacities.	Please refer to the replies at Sl. No. 27, 39 & 40.
52.	General - Additional land requirement	Additional land requirement and allotment policy must be specified in the tender as often times the allotted land is far short of the requirements. Further, such additional land allotment should be in line with land considered under the Concession Agreement.	These details shall form part of the bidding documents to be shared with the qualified Applicants at RFP stage.
53.	General - Right of Way for Infrastructure/ Connectivity projects	Concessionaire may have all the transportation mode such as Railway, Road, Conveyor system, pipeline for receiving/ dispatch of the cargo. Accordingly, Paradip port should provide Right of Way (RoW) for conveyor gallery, pipeline projects to receive/ dispatch of the cargo in addition to Railway and road	RoW for Terminal infrastructure/ connectivity in Port land shall be permitted by PPT as per feasibility and the indicated cargo profile.
54.	General - Haulage and Terminal charges	<p>Whether Railway Haulage and Railway Terminal charges would be applicable for this terminal?</p> <p>Whether Engine On Load (EOL) scheme would be applicable for the new siding and PPT will enter in an agreement with IR</p>	Prevailing Railway rules shall apply. Also, please refer to the reply at Sl. No. 39.
55.	General -	Please provide the details of take-off point for Electricity and water to be provided	These details shall form part of the

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	Electricity and Water Requirement	by PPT for this Project	bidding documents to be shared with the qualified Applicants at RFP stage.
56.	General - Exclusivity given to Multipurpose berth	Whether there would be any impact on this Project due to Exclusivity given to Multipurpose terminal? If yes, please clarify	No
57.	Clause No. 1.3 Pg. No. 14	We request the Authority to extend the timeline for submission of bid.	Please refer to the reply at Sl. No. 10.
58.	Clause No. 1.1 (Sl. No. 4) Pg. No. 10	Is there any scope to extend the agreement after the completion of 30 years?	Tender conditions shall prevail.
59.	Clause No. 1.1 (Sl. No. 5) Pg. No. 10	We understand there will be no restriction from handling any dry bulk and break bulk cargo. Please clarify. Can you clarify if within the break bulk following will be also be covered Project Cargo and Containers of Industry as these will be essential.	The cargo profile for this project comprises of all dry bulk and break bulk cargo, both imports & exports. Container handling is not allowed at the Western Dock.
60.	Clause No. 1.1 (Sl. No. 5) Pg. No. 10	Please share layout of the dock and its surrounding area for yards and other infrastructure development. In the dock between the two berths of 490 m each there will be a waterfront of around 280 m. What is the plan for development and utilization of same? Can it be utilized by selected PPP player for berthing of vessels and handling of cargo? Kindly confirm where does the slope for Berths (which leave non usable area) start in the form of a sketch. Will the Concessionaire have flexibility design the Berths - Length, slope in the water etc.?	Please refer to the replies at Sl. No. 5 & 106.
61.	Clause No. 1.2.8 Pg. No. 13	The MGC mentioned is extremely high and unfeasible to be achieved from the date of commencement of operations of respective phase. The MGC should be at 50% of designed capacity phase wise. Moreover, the MGC should be increased gradually with limit to be achieved by 15th year of operation of respective phase. Moreover, the cargo will be linked to market dynamics and competing facilities	Tender conditions shall prevail.

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Sl. No.	RFQ Clause No./ Reference	Bidders' Queries	Clarifications
		already available in and outside Paradip Port and hence there should be no financial obligation on the PPP operator in case the MGC is not achieved by PPP operator.	
62.	Clause No. 1.1.3 Pg. No. 11	Please share the estimated quantity to be dredged. In RFQ it is mentioned that the concessionaire will be responsible for dredging of dock, berth including turning circle but in webinar it was said that the approach and entrance channel will also be dredged by concessionaire. Please share the modalities of dredging to be done for channel and turning basin prior approaching to dock, as maintenance dredging is currently being done by Port. Is the maintenance dredging under scope of PPT upon of completion of Capital dredging? Please clarify the doubt.	Please refer to the replies at Sl. No. 5, 6 & 7.
63.	General - Industrial Setup	Are there any plans of setting up an industry in the port or in the immediate hinterland of the port? If the industry or any customer wants to connect to western dock then please confirm if the same will be allowed? PPT will need to provide ROW/ access for developing the connectivity.	The Western Dock Tender is open to both Port Dependent Industries and Port operators satisfying the eligibility criteria. Also, please refer to the reply at Sl. No. 9.
64.	General - Assistance from PPT	A lot of approvals w.r.t. right of way, use of road and railway facilities, connection for supply of utilities will have to be availed. Will there be any support from PPT to avail these approvals? Which all approvals will be part of PPT scope?	Please refer to the reply at Sl. No. 4.
65.	General - Supply of Utilities	Will PPT supply utilities like power, water etc. for the functioning of the Terminal? From where and at what voltage level will the project have to connect for securing Power connection?	These details shall form part of the bidding documents to be shared with the qualified Applicants at RFP stage.
66.	Clause No. 1.2.9 Pg. No. 13	The subject project is covered under which TAMP policy? Is the Tariff deregulated or comes under purview of TAMP? If it will be regulated by TAMP then what is the status of TAMP order. Flexibility to set & revise tariff will be essential for project. TAMP (Tariff Authority for Major Ports)	Please refer to the reply at Sl. No. 47.
67.	General - Forest	Is there a forest in the prospective site or near the site? If yes, what is the status	Please refer to the reply at Sl. No. 4.

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		of the forest clearance for that piece of land?	
68.	General - Maintenance Dredging	Who will bear the responsibility of maintenance dredging and what is the plan?	Please refer to the reply at Sl. No. 7.
69.	General - Environmental Clearance	What is the status of the environmental clearance? If already obtained then pls. share. Will the developer have the right to make any changes to the design of the Project for optimization?	Please refer to the replies at Sl. No. 4 & 5.
70.	General - Railways/ Connectivity	Since the project's rail facilities for loading and unloading of cargo will be integrated with the Indian Railway network, kindly confirm whose responsibility will be to develop this infrastructure. Please share the development plan for same.	Please refer to the reply at Sl. No. 39.
71.	General - Marine Facilities Clearances	What is the status of Marine facilities clearance like NSPC, Customs clearance for berths? If already obtained, please share. Please advise on the installation and maintenance of navigational lighting towers and other related infra.	Obtaining such clearances is in the scope of the Concessionaire prior to the date of commercial operations. Installation and maintenance of navigational lighting towers as per requirement is in the scope of the Port.
72.	General - Approach Road	Approach Road to terminal to handle cargo in trucks and movement of equipment/ manpower to be stated and development plan along with responsibility and obligations to be detailed.	Please refer to the reply at Sl. No. 40.
73.	General - Berthing at Terminal	What is the scope of priority berthing for the terminal?	This shall be governed as per the provisions contained in the Model Concession Agreement (MCA) 2018 document.
74.	General - Railways connectivity and its statutory requirements	Please advise on the railway connectivity and the related infrastructure like ONE installations. Also, obtaining related clearance from the concerned and further maintenance of the system. Can concessionaire install railway weighbridge inside terminal and can it be approved by railways?	Please refer to the reply at Sl. No. 39.
75.	Clause No. 1.1.3 Pg. No. 11	It is mentioned in RFQ that the Concessionaire shall undertake the responsibility of capital dredging in the Western Dock basin and the navigation channel up to the berths including the turning circle for handling of Cape size vessels. As per the Model Concession Agreement, carrying out capital and maintenance dredging	Please refer to the replies at Sl. No. 6 & 7.

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Sl. No.	RFQ Clause No./ Reference	Bidders' Queries	Clarifications																												
		<p>is the obligation of the Concessioneing Authority.</p> <p>We suggest that the capital and maintenance dredging should be the responsibility of the Concessioneing Authority since this will create an additional burden of cost on the Concessioneaire. This will curtail down the viability of the Project. Hence, to avoid unnecessary burden of dredging cost on the Project and Concessioneaire, the same should be borne by the Authority.</p>																													
76.	<p>Clause No. 1.2.8</p> <p>Pg. No. 13</p>	<p>We refer that the clause refers the provision of Minimum Guaranteed Cargo (i.e. 8.75 MMTPA and 17.5 MMTPA from the date of commercial operation of Phase I and Phase II) to be specified in the Concession Cargo Agreement for the Project. It is also referred that if the Concessioneaire does not meet the MGC mentioned as above, it will have to pay the Royalty on shortfall volume. We would like to submit our suggestion and representation with respect to two points - (i) Proposed Volume of MGC and (ii) Penalty of Shortfall of Volume in achieving MGC.</p> <p>1. Proposed Volume of MGC</p> <p>The proposed volume of MGC is very high because it provides for volume equivalent to 70% of Designed Capacity in case of both phases. Generally, in Major Port Sector, it is observed in case of coal and other dry bulk terminals, MGC is fixed with a much lower percentage for the first year i.e., around 20-30% of Designed Capacity and eventually, it reaches around 60% of Designed Capacity with gradual increase every year in line with expected traffic growth. As an example, we want to quote following instances of MGC provision for some of the Major Port Terminals,</p> <table border="1"> <thead> <tr> <th>SN</th> <th>Name of Terminal</th> <th>Project Capacity in MMTPA</th> <th>MGC First Year</th> <th>MGC Eventual</th> <th>%MGC First Year</th> <th>%MGC Eventual</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Dry Bulk Terminal at Kandla Port</td> <td>14.112</td> <td>3.5</td> <td>7.0</td> <td>25%</td> <td>50%</td> </tr> <tr> <td>2</td> <td>Coal Terminal at Mormugao Port</td> <td>4.61</td> <td>0.8</td> <td>2.0</td> <td>17%</td> <td>43%</td> </tr> <tr> <td>3</td> <td>Berth No. 12</td> <td>6.73</td> <td>2.02</td> <td>3.37</td> <td>30%</td> <td>44%</td> </tr> </tbody> </table>	SN	Name of Terminal	Project Capacity in MMTPA	MGC First Year	MGC Eventual	%MGC First Year	%MGC Eventual	1	Dry Bulk Terminal at Kandla Port	14.112	3.5	7.0	25%	50%	2	Coal Terminal at Mormugao Port	4.61	0.8	2.0	17%	43%	3	Berth No. 12	6.73	2.02	3.37	30%	44%	Tender conditions shall prevail.
SN	Name of Terminal	Project Capacity in MMTPA	MGC First Year	MGC Eventual	%MGC First Year	%MGC Eventual																									
1	Dry Bulk Terminal at Kandla Port	14.112	3.5	7.0	25%	50%																									
2	Coal Terminal at Mormugao Port	4.61	0.8	2.0	17%	43%																									
3	Berth No. 12	6.73	2.02	3.37	30%	44%																									

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			at New Mangalore Port					
4			Coal Terminal (EQ 1) at Vizag Port	6.41	1.60	3.85	25% 60%	
5			General Cargo Berth at Vizag Port	10.18	2.54	6.11	25% 60%	
<p>Thus, as explained above, major port terminals for handling similar type of cargo commodities, are having MGC which is structured to start with a low/ reasonable volume (15-30% of Project Capacity) and eventually reaches around 60% eventually when it is capped for the rest of the concession period. We would suggest that proposed Project also should have MGC which starts with 25% of Project Capacity in the first full year of operation and eventually reaching to 60% after a period of 4-5 years.</p> <p>2. Penalty on MGC</p> <p>Another point, we would like to suggest is related to provision of penalty over the shortfall in achieving the MGC volumes. We would like to refer again the Model Concession Agreement approved by Ministry of Shipping wherein MGC clause does not provide for any penalty in case of shortfall in achievement of MGC volume in any year. Rather, it provides for utilization of the terminal by the Authority for the idle time if the terminal remains vacant for more than 48 hours. We understand that ideal purpose of providing for MGC is to safeguard the waterfront from a person who is not capable of utilize it appropriately. This is why the provision was originally introduced with specified Event of Default for not meeting MGC consecutively for three years so that Authority gets right to terminate if the Concessionaire is consistently non - performer). There is no commercial orientation to make money out of the failure of Concessionaire. This is also evidenced by the provision of Authority utilizing the berth in case of it is being idle. This has been inserted in the latest revised MCA in 2018. Hence, we suggest that penalty provision should be removed from the Bidding Documents for the Project.</p>								

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Sl. No.	RFQ Clause No./ Reference	Bidders' Queries	Clarifications
77.	Clause No. 1.1.3 Pg. No. 11	<p>We refer under the brief particulars of the Project that the construction period for the 1st phase will be 36 months. The construction works for the 2nd phase shall be commenced from the scheduled date of commercial operations for the 1st phase and will be of 24 (twenty four) months' duration.</p> <p>We would like to suggest here that there should be enough time gap between the commissioning of Phase I and commencement of Construction of Phase II. Present proposal to start the construction of 2nd Phase immediately after completion of Phase I seem a bit more optimistic scenario. We are of the view that 12.5 MMTPA of Capacity for Phase I is large capacity and it will take some time to reach optimal utilization level. Even if there is a demand in the market for such a high volume, it will take some time for the traffic to get ramped up to that level.</p> <p>We suggest that instead of referring fixed timeline to start the construction of Phase II, it can be linked with traffic volume of the Phase I capacity also. We suggest that achievement of 60% volume of Project Capacity for Phase I should trigger the construction of Phase II. Such provision will allow the demand driven capacity creation which will serve the real purpose of project success. If the capacity creation is not demand driven, it will lead to idling of the capacity and loss of national asset. Hence, we suggest to consider the above aspect while determining the phasing of the development of the Project.</p>	Tender conditions shall prevail.
78.	Clause No. 1.2.8 Pg. No. 13	<p>We refer that Authority has proposed Reserve Royalty which will act as floor beyond which the Bidders will have to quote the Royalty on Per Metric Ton basis. As per Model Concession Agreement for PPP Projects at Major Ports does not envisage the concept of Reserve Royalty. We would like to suggest here that Reserve Royalty will create unnecessary burden/ hurdle while quoting a genuine royalty rate in case if there are concerns over the traffic potential for the Project.</p> <p>In view of the above, we request you to disregard the Reserve Royalty concept and let the Royalty amount be decided based on the potential and feasibility of the Project.</p>	Tender conditions shall prevail.
79.	Clause No. 2.2.3 Pg. No. 18	<p>We refer that following clause has been inserted at 2.2.3 of RFQ as the requirement of O&M Experience for the pre-qualification of Applicant.</p> <p>O&M Experience: In the event that the Applicant does not have the requisite O&M experience, it shall either enter into an agreement, for a period of 5 (five)</p>	Tender conditions shall prevail.

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		<p>years from COD, with an entity having the aforesaid experience relating to the performance of O&M obligations, or engage experienced and qualified personnel for discharging its O&M obligations in accordance with the provisions of the Concession Agreement, failing which the Concession Agreement shall be liable to termination.</p> <p>We would like to state here that the provision refers the requirement of submitting undertaking in case when Applicant does not have the requisite O&M experience. However, the requisite O&M experience has not been specified. We request to specify the same as suggested under Model RFQ clause 2.2.3. If the same is not referred here, the provision remains ambiguous in terms of requirement of O&M experience which will create dispute at a later stage.</p> <p>For the reference, Model RFQ requires the O&M experience of operating Eligible Projects under Category 1, having aggregate Capital Cost equivalent to Estimated Project Cost for at least 5 years. We suggest that the same can be incorporated in the clause 2.2.3 of RFQ as per the drafting of Model RFQ.</p>	
80.	<p>Clause No. 2.2.4(II) & Annex - III</p> <p>Pg. No. 19 & 52</p>	<p>We refer that as per 2.2.4 (ii), a certificate from Statutory Auditor of the Applicant or its Associates specifying the Net Worth of the Applicant will be required as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.2.4 (ii).</p> <p>However, apart from Net Worth, there is an information of Net Cash Accruals is also being requested in a format specified at Annex - III under Appendix I. As per RFQ, as far as Financial Capacity is concerned, we understand that Applicant needs to submit the Statutory Auditor's Certificate for Net Worth only. For Net Cash Accruals, there is no Statutory Auditor Certificate required since Financial Capacity is not being measured based on Net Cash Accruals. Please confirm.</p>	<p>Bidders are not required to submit Statutory Auditor's Certificate for Net Cash Accruals.</p>
81.	<p>General - TAMP Tariffs</p>	<p>We understand that tariffs for this project are yet to be proposed. We suggest that TAMP Proposal should be taken up at this stage only. If bidders/ parties can go through the project cost break up and other aspects of the proposal, they can suggest the modifications suitable in line with market requirements in terms of planning of the Project. Such suggestions can impact the value of Estimated Project Cost also. Estimated Project Cost is the determinant of Technical and</p>	<p>Please refer to the reply at Sl. No. 47.</p>

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Sl. No.	RFQ Clause No./ Reference	Bidders' Queries	Clarifications
		Financial Capacity criteria to shortlist the bidders. If TAMP proposal is introduced later at RFP stage, suggestions requiring change in Estimated Project Cost may lead to requirement of re-inviting the RFQ (due to change Eligibility Criteria). Hence, in order to avoid such situation, we suggest that TAMP Proposal should be circulated at RFQ stage only. This will help in developing better and faster understanding of the Project structure and its viability.	
82.	Clause No. 1.1 (Sl. No. 3) Pg. No. 9	<p>Various Private parties have recently invested in mechanized terminals of 55MTPA capacity through PPP. These investments have not achieved full capacity operations.</p> <p>Considering the additional of these capacity in the recent future, the capacity of the Western Dock appears to be excessive for the Port's requirement.</p> <p>Request you for the Traffic & Cargo Projection of the Western Dock.</p> <p>The Projected traffic should not be in conflict with the traffic & cargo projected for the above PPP terminals of Combined capacity of 55 MTPA. Our observation is that the facilities of Western Dock may be under-utilized due to existing Mechanized Terminals.</p>	Please refer to the reply at Sl. No. 42.
83.	Clause No. 1.1.3 Pg. No. 11	<p>It is understood from the 1st Pre-Bid meeting that the cost of capital dredging is Rs.350 crores. Kindly confirm whether the cost of capital dredging shall be considered for fixation of Terminal Tariff.</p> <p>Request you for the modalities on how the Concessioning Authority would manage the vessel movement in the Port during the dredging of the Turning Circle.</p> <p>The document defines that Capital dredging of TC approach to Western Dock (channel portion between TC and Dock Basin) and the dock basin shall be capital dredged by the concessionaire to Capesized vsl Draft. Please define the final dredge depth in these areas to be achieved.</p> <p>As capital Dredging will be a project by itself and its cost shall form a substantial component of the total Project cost, it is imperative to define a clear revenue stream against this cost especially for the Project Financial/ Financial closure. We request PPT to clarify this aspect and confirm that Port dues revenue for vessels calling at Western Docks shall be collected by the concessionaire for the</p>	<p>Please refer to the replies at Sl. No. 6, 7 & 47.</p> <p>Specific modalities to facilitate Capital dredging without affecting shipping movements will be worked out during the execution of works.</p>

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Sl. No.	RFQ Clause No./ Reference	Bidders' Queries	Clarifications
		<p>project period.</p> <p>PPT to confirm the stability of the berths adjoining to the turning circle shall not be affected by the deepening of the turning circle. The concessionaire should be provided with indemnity for any future consequential damages to these berths due to dredging.</p> <p>Accordingly, it is requested to Paradip Port to either take out the Capital Dredging Cost from the responsibility of the Project Developer or a new Reference Tariff may be framed considering the Cost of Capital Dredging as a part of the cost for fixing the new Tariff</p>	
84.	Clause No. 1.1.4 Pg. No. 11	Request the detailed calculation of the Capital Cost and the financial calculations of its feasibility.	Please refer to the reply at Sl. No. 16.
85.	Clause No. 1.1.3 Pg. No. 11	<p>Scope of Work may be broadly described in the RFQ.</p> <p>Kindly confirm is there any additional and detail Scope of Work for development, operation and maintenance of Western Dock to handle Cape Size vessels.</p>	Such details shall form part of the draft Concession Agreement which shall be shared with the qualified Applicants at RFP stage.
86.	General	Please provide a copy of the Techno Economical Feasibility Report (TEFR) of the concern project of “Development of Western Docks on BOT basis”. Name of the consultant, if any, may also be provided.	Please refer to the replies at Sl. No. 5 & 12.
87.	General	<p>Request you to provide the following data berth wise:</p> <ol style="list-style-type: none"> 1. Cargo Qty (Commodity wise) during last 5 years. 2. Cargo handling Capacity 3. average Ship Day Output 	<p>Applicants may submit their RFQ applications based on the available information in the RFQ document.</p> <p>Also, please refer to the reply at Sl. No. 42</p>
88.	General	Please provide the details of existing Importer/Exporter of various dry bulk cargo with origin & destination. Kindly also provide the mode of evacuation as well as receipt of various dry bulk cargo with volume of each mode.	Please refer to the reply at Sl. No. 87
89.	Master Plan	Request for the MASTER PLAN of the port with the details of the plans for the development of future projects along with a tentative timeline of its execution.	Please refer to the reply at Sl. No. 87. Specific details shall be indicated in the DPR to be shared with the qualified Applicants at RFP stage.
90.	Clause No. 1.2.8	<ol style="list-style-type: none"> 1. PPT handled 112 MMT in 2019-20 including Crude and POL. 2. By way of new concessions PPT has added since 2018 and in process of adding 	Please refer to the reply at Sl. No. 87

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	Pg. No. 13	<p>a total of 55 MMTPA capacity for Bulk and break-bulk cargoes- the projects are yet to come on full stream</p> <p>3. This means that effectively PPT is looking at 167 MMTPA capacity + expecting another 25 MMTPA by way of Western Dock i.e a total capacity of 192 MMTPA post Western docks.</p> <p>4. In fact from the document, as PPT is confident of cargo for Western dock, PPT has asked for MGT @70% of designed capacity. (typically, in Port capacity parlance, 70% of designed capacity is treated as full capacity and next berth capacity planning starts at this level of capacity utilisation)</p> <p>5. Therefore, we request PPT to share with us the feasible and realistic Cargo for Western Docks especially for the MGT qty i.e. 8.75 MMTPA + 8.75 MTPA.</p>	
91.	Clause No. 1.2.8 Pg. No. 13	Considering the huge capital investment by the Concessionaire the PPT Authority can allow moratorium period for 5 (Five) years with respect to ("Minimum Guaranteed Cargo" or "MGC") from the date of commercial operations for Phase-I and Phase-II of the Project facilities, respectively.	Tender conditions shall prevail.
92.	Clause No. 1.2.8 Pg. No. 13	<p>1. PPT intends to collect the Reserve Royalty for MGT (i.e. 70% of design capacity)</p> <p>2. And in case of non-achievement of MGT, a Penalty (damages) shall be levied in addition to Royalty. These "Damages" figure has to be pre stated by PPT before bidding in order to compute.</p> <p>3. As Reserve Royalty + Damage + MGT @70% capacity is considered, PPT must provide Cargo assurance for the Project.</p>	<p>Such details shall be indicated in the bidding documents at the RFP stage</p> <p>Also, please refer to the reply at Sl. No. 87.</p>
93.	General - TAMP Tariff	<p>Request you to share the any tariff proposal has been submitted before TAMP for approval. If already submitted, a copy of the same be provided.</p> <p>Further we would like participate in the joint hearing to be conducted by TAMP prior to the approval of the tariff.</p>	Please refer to the reply at Sl. No. 47.
94.	Clause No. 1.2.8 Pg. No. 13	<p>PPT intends to declare Reserve Royalty/MT. This is not in conformity of standard PPT (Port) concession agreements</p> <p>Further, the reserve Royalty amount shall have to be accounted for/ taken into calculation when computing the TAMP tariff as this will be fixed cost.</p>	Tender conditions shall prevail.
95.	General - Railway Connectivity	Request you for the master plan (along with the future planning of Railway Projects in PPT) of the railway connectivity in the Port.	Please refer to the replies at Sl. No. 39 & 54.

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Sl. No.	RFQ Clause No./ Reference	Bidders' Queries	Clarifications
		Please confirm whether the haulage service to be provided by Port railway. In the event the haulage service is provided by BOT operator then what will be applicable tariff for haulage services.	
96.	General	Kindly share the present status of Environment Clearance from MoEF&CC for the proposed Project.	Please refer to the reply at Sl. No. 4.
97.	Clause No. 1.1.3 Pg. No. 11	1. Phase I and Phase II are shown as in continuous mode i.e. Phase II construction has to start upon declared COD of Phase I. 2. The interlinking issues could be: a. how will the Royalty Rs/MT be quoted, Will it be separate for Phase I and Phase II or a single for both Phases b. The MGT applicability year wise for each Phase. c. The reserve Royalty	The Royalty figure (Rs./MT) to be quoted by the Bidders will be common for both phases. Also, please refer to the reply at Sl. No. 5.
98.	Clause No. 1.2.1 Pg. No. 11	Kindly confirm that whether Demand Draft of Rs. 2,83,200/- can be deposited along with the RFQ document or any time before the submission of RFQ.	Please refer Corrigendum-I of the RFQ.
99.	Clause No. 1.3 Pg. No. 14	As per Model RFQ, kindly allow the submission time till 1500 Hrs. on Application Due Date. Sometime, Registered Post / Speed Post / Courier may not be delivered within 1100 Hrs. of any working day.	Please refer to the reply at Sl. No. 10.
100.	Clause No. 2.2.2(A)(II) & 3.2.1(B) Pg. No. 17 & 35	There is ambiguity in clause 2.2.2 (A) (II) and 3.2.1 (B) in the definition of PDI. It should be that any entity that is dependent on any port or ports up to 70% of the designed capacity of the first phase should be qualified as a PDI	Port Dependent Industry (PDI) has been clearly defined in the RFQ document and the same stands.
101.	General	We need clarity whether Railway Infrastructure will be developed by Port Trust or by the successful bidder	Please refer to the reply at Sl. No. 39.
102.	Clause No. 1.1 (Sl. No. 5) Pg. No. 10	Dry bulk/ break-bulk cargo allowed for both imports and exports at the western dock, it means that a successful bidder is allowed to handle Coal, Limestone, Iron Ore fines, Iron ore Pellets, Slag, Gypsum, Granshot, Steel items and Project Cargo. Further, we need clarity if NOC is required to handle these items from Port Trust or existing / upcoming berth Operators	All dry bulk and break bulk cargo, both imports & exports can be done. In the Western Dock.
103.	Clause No. 2.2.2(A)(II)	Whether all copies of Bill of lading are required or we can provide a certified copy from customs providing details of JSPL total import-export volumes	Tender conditions shall prevail.

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Sl. No.	RFQ Clause No./ Reference	Bidders' Queries	Clarifications
	Appendix - I Annex – II Pg. No. 17 & 51		
104.	General	Containerised services related to steel and cement industries may please be allowed to handle at the Western dock	Please refer to the reply at Sl. No. 46.
105.	Clause No. 1.1.3 Pg. No. 11	Rs 600 crore expenses for dredging will be under the scope of the successful bidder. We need clarity on the executing agency i.e. successful bidder or will be taken care of by PPT	Please refer to the reply at Sl. No. 6.
106.	General	Will the successful bidder develop and utilise Sea end portion of both berths to accommodate small size vessels?	Yes. The concessionaire can utilize all the arms of the Dock basin for cargo handling based on feasibility.
107.	Clause No. 2.2.2(A)(II) & 3.2.1(A) Pg. No. 17 & 35	Rational: Steel Companies are one of the largest users of the Paradip Port. They are also considered to be one of the eight core industries by the Government of India. Thus, steel should be included as a core sector for Technical Capacity evaluation	Tender conditions shall prevail.
108.	Clause No. 3.2.4 Pg. No. 35	As per clause no 3.2.4 states that payments/ receipts of less than Rs.478.43 Crores (Rupees Four Hundred Seventy Eight Crores and Forty Three lakhs only) shall not be reckoned as payments/receipts for Eligible Projects. It need to be clarified that it is related to individual payments/ receipts or total project payment receipts	It is clarified that the figure of Rs.478.43 Crores is related to total payments/ receipts for an individual project executed by the Applicant.
109.	Clause No. 3.2.1(B) Pg. No. 35	As per PDI the quantity handled in FY 2020-21 up to date of submission of bid shall be considered or not	Tender conditions shall prevail.
110.	Clause No. 2.2.2(A) & (B) and Clause No. 3.2.1(A) Pg. No. 34, Pg. No. 17 &18	To assess the Technical Capacity, Project experience in Port sector (Category 1), Project experience in Core Sector (Category 2), Construction and/ or operation experience in Port Sector (Category 3) and Construction Experience in Core Sector (Category 4) is considered in the PQ document. We have observed that the multiplying factors for the above four Categories has not considered in calculating the Technical Capacity. It is a general practice in the Port Project Development PQ Documents, the following multiplying factors for the four Categories are considered in calculating	The Authority intends to qualify all applicants successfully fulfilling the qualifying criteria. There is no ranking of bids using Experience Scores and limiting the number of qualified applicants. As such, all bidders who meet the eligibility criteria will be qualified.

**Development of Western Dock on BOT basis to handle Cape size vessels
Request for Qualification – Response to Pre-Bid Queries**

Corrigendum-III

Sl. No.	RFQ Clause No./ Reference	Bidders' Queries			Clarifications															
		the Technical Capacity: <table border="1" data-bbox="752 288 1328 485"> <thead> <tr> <th data-bbox="752 288 837 352">Sl. No.</th> <th data-bbox="837 288 1064 352">Description</th> <th data-bbox="1064 288 1328 352">Multiplying Factor</th> </tr> </thead> <tbody> <tr> <td data-bbox="752 352 837 384">1</td> <td data-bbox="837 352 1064 384">Category 1</td> <td data-bbox="1064 352 1328 384">1.25</td> </tr> <tr> <td data-bbox="752 384 837 416">2</td> <td data-bbox="837 384 1064 416">Category 2</td> <td data-bbox="1064 384 1328 416">1.00</td> </tr> <tr> <td data-bbox="752 416 837 448">3</td> <td data-bbox="837 416 1064 448">Category 3</td> <td data-bbox="1064 416 1328 448">0.75</td> </tr> <tr> <td data-bbox="752 448 837 485">4</td> <td data-bbox="837 448 1064 485">Category 4</td> <td data-bbox="1064 448 1328 485">0.50</td> </tr> </tbody> </table>			Sl. No.	Description	Multiplying Factor	1	Category 1	1.25	2	Category 2	1.00	3	Category 3	0.75	4	Category 4	0.50	
Sl. No.	Description	Multiplying Factor																		
1	Category 1	1.25																		
2	Category 2	1.00																		
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