

Bid for selection of Transaction Advisor**for selection of a Private Partner & Independent Engineer for Deep Sea Port at Rosulpur, District – Purba Medinipore, West Bengal****Clarifications to the queries in the Pre Bid Meeting held on 10-03-2015**

| Sl. No. | Clause No. | Query by the bidders | Clarifications |
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| 1 | 1.4 | Bidders request for “Quality-cum-Cost Basis” (QCBS) method for selection. 80% weightage be given to technical score & 20% for financial score. | QCBS method of evaluation will not be considered. All the Bidders are Government of West Bengal empanelled Transaction Advisors. Hence qualified bidders will be selected based on the experience of similar work and profile of key manpower. Documents submitted and presentation will form the basis for qualification. Financial bids of only the qualified bidders will be considered. L1 will be called for negotiations. However WBIDC is not bound to award the work to the lowest bidder. |
| 2 | 1.4 | Bidders request to confirm the minimum technical qualification criteria. | Clarification given in point no. 1. |
| 3 | 1.4 | The tender document mentions that the Authority may not select the Transaction Advisor on least cost basis alone. Bidders request to confirm under what circumstances the selection criteria may be changed. | Clarification given in point no. 1. |
| 4 | Annexure I – Terms of Reference for Transaction Adviser. Point no. 3 (b) | Since we are empanelled consultants for transaction advisory, we request the Authority to appoint a separate consultant for undertaking the technical feasibility work. TA can coordinate with the technical consultant as required to get the pertinent details from such studies for the TA work. | Request not allowed. |
| 5 | 2.2 | Request the authority to clarify whether empanelled consultants can submit proposal in a consortium along with some other non-empanelled consulting firm. | Only empanelled consultants can participate in the bid. The bidder may bid independently or form a consortium / joint venture among empanelled consultants. The joint venture / consortium agreement to be furnished along with the bid. |
| 6 | 2.2 | Also, please clarify whether sub-contracting is permitted. | Sub Contracting of the entire work is not permitted. However out sourcing of some part of the work which are specialized in nature may be done. |
| 7 | 2.9.4 | Request the Authority to please confirm whether the selected transaction advisor firm or its consortium partner can participate in future projects related to the port either on behalf of the Authority or developers. | In cases where there will be conflict of interest, it shall not be allowed. |

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| 8 | Annexure I – Terms of Reference for Transaction Adviser. Point no. 5 | Experience in years criteria of key personnel be reduced for Team Leader, Legal Advisor & Marine / Port Engineer - 15 years' experience to 10 years. | Experience for Team Leader, Legal Advisor & Marine / Port Engineer will be 10 years. |
| 9 | Annexure I – Terms of Reference for Transaction Adviser. Point no. 5 | Experience project cost criteria of key personnel be reduced for Team Leader, PPP specialist & Legal Advisor – at least one project > Rs. 3000 Crores to Rs. 1000 / Rs. 2000 / Rs. 2500 Crores. For Marine / Port Engineer – at least one project > Rs. 2000 Crores to Rs. 1000. | Experience for Team Leader, PPP specialist, Legal Advisor and Marine / Port Engineer will be > Rs. 1500 Crores. |
| 10 | Annexure I – Terms of Reference for Transaction Adviser. Point no. 5 | Experience no of projects criteria of key personnel be reduced for Marine / Port Engineer - at least 3 projects to 2 projects. | Experience for Marine / Port Engineer will be for 2 projects. |
| 11 | Annexure I – Terms of Reference for Transaction Adviser. Point no. 5 | Experience criteria from transportation / ports be revised to infrastructure / transportation / ports for Team Leader, PPP specialist and Financial Analyst. | Clause remains same, no change accepted, regarding transportation / port experience criteria. |
| 12 | 2.15.4 | Bidders request to increase the commencement period from 5 to 15 days.. | Clause remains same. No change accepted. |
| 13 | Annexure I – Terms of Reference for Transaction Adviser. Point no. 3 (c) | Request the Authority to please clarify whether one-stage or two-stage tendering process is envisaged for the private partner & Independent Engineer. | The Transaction Advisor will be responsible for selection of a private partner and independent engineer. Hence the TA in consultation with WBIDC will develop the bidding procedure to make the bid a successful one. 2 stage bidding will be done. |
| 14 | Annexure I – Terms of Reference for Transaction Adviser. Point no. 1 | Request the Authority to clarify the current status of site identification for the port and whether a specific land parcel / waterfront has been identified for the port. Further, Authority to please confirm on the approval status for the site / port. | Details of the project location is given in the referred clause which is self explanatory. Site identification should be based on the feasibility study and finalized by the TA in consultation with Government of West Bengal. The area for the port should not be in the jurisdiction of Kolkata Port Trust. |

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| 15 | Annexure I – Terms of Reference for Transaction Adviser. Point no. 3 (b) | Request the Authority to let us know the list of technical studies which have already been conducted for the project and the agency who had undertaken the studies. | The scope of work of the TA includes preparation of Feasibility Report. |
| 16 | Annexure I – Terms of Reference for Transaction Adviser. Point no. 1 | Please clarify whether the process of obtaining clearances has started and the status of clearances sought if started. Also indicate the agency carrying out the work and expected date of approvals. | <p>Scope of Work of the Private Partner should include the following but not limited to the same. The scope of work of the concessioner to be developed by the Transaction Advisor.</p> <ul style="list-style-type: none"> - Preparation of Environment Impact Assessment. - Obtaining Environmental Clearance. - Obtaining all other statutory approvals. - Designing of the Project. - Financing the Project. - Construction of the Project. - Operation & Maintenance of the Project. - Handing over of the project (if required). |
| | | | <p>Scope of Work of the Independent Engineer should include the following but not limited to the same. The scope of work of the Independent Engineer to be developed by the Transaction Advisor.</p> <ul style="list-style-type: none"> - Review and Approval of Designs & Drawings. - Facilitate the Statutory Approvals. - Project Supervision & Monitoring. - Advise the Client on Technical and other issues. - Act as the bridge between the Client and the Concessioner to resolve issues for speedy implementation of the project. |
| 17 | Annexure I – Terms of Reference for Transaction Adviser. Point no. 1 | The terms are very open-ended. The draft of the proposed port should be mentioned and clarified as whether sharing of vessels with Haldia port is proposed or only new opportunities availing different modes are to be targeted. | The area should not be in the jurisdiction of Kolkata Port Trust. The details of the proposal has to be drafted by the TA based on the feasibility report in consultation with Government of West Bengal. |
| 18 | Annexure I – Terms of Reference for Transaction Adviser. Point no. 1 | The required area is dependent on the port facilities. 1. Please indicate the function of port envisaged – cargo / container handling etc. 2. Capacity of port expected in terms of TEU | It is expected that the proposed port would have enough draft to handle suitable tonne cargo of container size which Haldia cannot handle with the present draft. The port should have adequate and suitable quantum of area. Other details to be arrived by the TA from the feasibility study. |

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| 19 | Annexure I – Terms of Reference for Transaction Adviser. Point no. 1 | Please indicate whether reclamation would be done beforehand and handed over to private partner or the land reclamation process would be carried out by the private partner. | The port will be developed in Public Private Partnership (PPP) route. Details to be worked out by the TA in consultation with Government of West Bengal. |
| 20 | Annexure I – Terms of Reference for Transaction Adviser. Point no. 3 (b) | The existing network of connectivity in the region needs to be assessed and may need to be developed in order to handle the cargo from the port. | The TA has to suggest the same in the feasibility report. |
| 21 | Annexure I – Terms of Reference for Transaction Adviser. Point no. 3 (b) | Please indicate any industrial development plan in the region as the success of a port depends on building up an eco-system. | The TA has to suggest the same in the feasibility report. |
| 22 | 2.18.1 | Bidders request that disputes be managed through Arbitration under the Conciliation and Arbitration Act, 1996 wherein each party can select one Arbitrator who in turn will select the final arbitrator. | Clause remains same. No change accepted. |
| 23 | 2.18.4 | Bidders stated that WBIDC will have ownership of the required documents, however the IPR in the deliverables (pre-existing IPR of the Consultants) would still be with Consultants. Bidders request for addition of the clause – “The Authority shall have a non-exclusive license in respect of the Deliverables and IPR generated in the Course of this engagement. However, it is expressly clarified that neither party shall have right to use other’s trademark or trade name or pre- existing IPRs.” | Clause remains same. No change accepted. |

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| 24 | 2.19 | Bidders request for addition of the Limited Liability Clause - "Notwithstanding anything contained in the contract, WBIDC agrees that the Transaction Advisor shall not be liable to WBIDC, for any losses, claims, damages, liabilities, cost or expenses ("Losses") of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Transaction Advisor. In no event shall the Transaction Advisor, be liable for any consequential. | The total financial liability of the selected transaction advisor will be limited to the amount of fees paid to the transaction advisor. |
| 25 | Annexure I – Terms of Reference for Transaction Adviser. Point no. 3 (g) | Bidders request WBIDC to remove the clause from the scope of work. In case of rebid, the Consultant should be paid to commensurate efforts of the consultant in evaluation which can be pegged at around 2.5% of the Project Fees. The number of times that the rebid can happen may be fixed to 2 nos. | Clause remains same. No change accepted. |
| 26 | | Bidder proposes use of Model Concession Agreement for Major Ports prepared by Planning Commission with suitable amendments for Transaction Advisory for Deep Sea Port at Rosulpur. It may be suitably included as a reference clause in the ITB (Instruction to Bidders) in the revised RFP. | The TA agreement will be made with the selected TA. The TA agreement will be based on the standard procedures followed by Government departments and the Bid Document under reference. |
| 27 | 2.17 | Please clarify within how much time of raising the invoice will the payment be cleared. | Payment will be made to the selected Transaction Advisor within 30 days of certification of the bill raised for the satisfactory completion of work. |
| 28 | Annexure I – Terms of Reference for Transaction Adviser. Point no. 4 (9) | | Determination of Reserve Price is amended to Recommendation of Reserve Price |
| 29 | 2.16. Stage - 3 | | During the process of approval of the feasibility report, required approval from ECOS (Empowered Committee of Secretaries) has to be obtained. |

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| 30 | 1.5 (3) | Request to extend the last date for submission of bids by 2 to 3 weeks. | Revised Schedule- A) Bid proposal submission last date on 01.04.2015 B) Technical Bid Opening date on 02.04.2015 C) Presentation date on 09.04.2015 D) Financial bid opening date will be decided after Technical evaluation |

Bid for selection of Transaction Advisor

for selection of a Private Partner & Independent Engineer for Deep Sea Port at Rosulpur, District – Purba Medinipore, West Bengal

Clarifications to the queries in the Pre Bid Meeting held on 10-03-2015

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| 31 | 2.16 | Bidders requested for increase in the time schedule for delivery for various stages. Requested for more time for preparation of the feasibility study. Suggested for RFQ & RFP mode for the PPP partner. | Revised time schedule for delivery is given below. | | |
| | | | Stage | Stages | Time Allocated |
| | | | Stage 1 | Submission of the Inception Report | 20 days from Start of Work |
| | | | Stage 2 | Submission of Draft Feasibility Report | 180 days from the Stage 1 |
| | | | Stage 3 | Submission of Final Feasibility Report | 30 days from approval of Stage 2 |
| | | | Stage 4 | Submission of the Draft Project Information Memorandum and Draft Tender Documents for selection of Private Partner | 30 days from approval of Stage 3 |
| | | | Stage 5 | Submission of the Final Project Information Memorandum and Final Tender Documents for selection of Private Partner | 10 days from approval of Stage 4 |
| | | | Stage 6 | Submission of Draft Bid Document for Selection of Independent Engineer | 20 days from approval of Stage 4 |
| | | | Stage 7 | Submission of Final Bid Document for Selection of Independent Engineer | 7 days from approval of Stage 6 |
| | | | Stage 8 | Evaluation of the RFQ applications and recommendation of the Selected Private Partner | 20 days from tender closing date |
| | | | Stage 9 | Evaluation of the RFP Tender Documents and recommendation of the Selected Private Partner | 15 days from tender closing date |
| | | | Stage 10 | Getting the Concession Agreement signed by the selected Private Partner | 15 days from Stage 9 |
| | | | Stage 11 | Evaluation of the Tender Documents and recommendation of the Selected Independent Engineer | 15 days from tender closing date |
| Stage 12 | Getting the Agreement signed by the selected Independent Engineer | 15 days from Stage 11 | | | |

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| 32 | 2.17 | Bidders requested for various amendments in the payment schedule. | Revised payment schedule is given below. | | |
| | | | Stage | Details of Stages | Percentage |
| | | | Stage 1 | On submission of the Inception Report | 5% |
| | | | Stage 2 | On submission of the Draft Feasibility report | 10% |
| | | | Stage 3 | On approval of Final Feasibility Report | 10% |
| | | | Stage 4 | On submission of the Final Project Information Memorandum and Final Tender Documents for selection of Private Partner | 20% |
| | | | Stage 5 | On submission of the Final Tender Documents for selection of Independent Engineer | 10% |
| | | | Stage 6 | On Evaluation of the RFQ applications and recommendation of the Selected Private Partner | 2.5% |
| | | | Stage 7 | On Evaluation of the RFP Tender Documents and recommendation of the Selected Private Partner | 2.5% |
| | | | Stage 8 | On Completion of Negotiation and Signing of the Developer Agreement | 20% |
| | | | Stage 9 | On Evaluation of the Tender Documents and recommendation of the Selected Independent Engineer | 5% |
| | | | Stage 10 | On Signing of the Agreement with the Independent Engineer | 5% |
| Stage 11 | On Handing over of the Project to the Private Partner or one year from the date of signing of developer agreement whichever is earlier | 10% | | | |
| | | | Total | 100% | |