

**Reply to queries raised by the Applicants for the Project
Mechanisation of Coal Handling Facilities and upgradation of
General Cargo Berth (GCB) at Outer Harbour of Visakhapatnam Port
to cater Cape size Vessels on Design, Build, Finance, Operate and
Transfer (DBFOT) basis**

Reply to queries raised by the Applicants for the Project Mechanisation of Coal Handling Facilities and upgradation of General Cargo Berth (GCB) at Outer Harbour of Visakhapatnam Port to cater 200,000 DWT Vessels on Design, Build, Finance, Operate and Transfer (DBFOT) basis

Sl. No.	Pg. No	Cl. No.	Contents of Clause	Queries / Comments & Suggestions with relevant reasons / Clarifications by VPT.	Clarifications by VPT
1	13	1.1	Definitions (Actual Project Cost)	We understand that the Actual Project Cost shall include all costs incurred by the Concessionaire related to the development of the Project including costs of all studies, surveys (if any), financing costs, additional costs due to change of scope or change of law and any other expenditure incurred on capacity augmentation after financial closure etc	Actual project cost shall be as defined in clause No. 1.1, Definition and interpretation, in Article 1 of DCA. Additional cost is also defined separately under same Article 1.
2	14	1.1	Definition – Applicant	The definition of Applicant should include "Consortium"	Both the terms, Applicant & Consortium are defined separately in clause No. 1.1 of Article 1 of DCA. One of the two definitions will be applicable depending on whether the selected Bidder is a Single entity or a Consortium
3	15	1.1	Definition - Book Value	It has been mentioned that Book Value shall include the down value of the moveable assets that the Concessions Authority "Agrees" to take over. This may not be acceptable to the Lenders and the Concessions Authority should take over all assets created for the Project	The relevant Clause in the subject Article holds good.
4	17	1.1	Definition - Debt Due	As per standard practice and in the interest of the Lenders, the Debt Due should include the Principal that falls due after the Termination Notice	The relevant Clause in the subject Article holds good.
5	18	1.1	Definition - Environmental Law	It is understood that the definition of Environmental Law shall include the "Change" in respective law	Please refer to the definition of Environmental Law read with the provision to Article 13.1 of the draft Concession Agreement which clearly states that: <i>"(ii) imposition of standards and condition of operations, maintenance and safety arising out of a new or revised Environmental Law.... shall not constitute a Change in Law".</i>

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6	21	1.1	Definition - Management Contract	It has been mentioned that the obligations of the Management Contractor shall be in accordance with the RFP. However, these have not been mentioned in the RFP. It is requested to provide the same	Same has been provided in DCA in Article 1 Cl 1.1
7	21	1.1	Definition - Management Contractor	Please provide the details as per 'Note 6', as mentioned in the clause	Same has been provided in DCA in Article 1 Cl 1.1
8	22	1.1	Definition - Minimum Guaranteed Cargo	The definition of Minimum Guaranteed cargo appears incomplete	Definition given in DCA Cl 7.1 a) (xii) and Appendix-14
9	25	1.1	Definition - Supporting Project Infrastructure	The completion date has been mentioned as 31.08.2009. However, as per Appendix 5, all milestone dates are with respect to Date of Award of Concession. Please clarify	Project Completion date will be revised based on the date of signing of LOA.
10	37	3.1 (a) (vii)	Conditions Precedent (furnishing of Financing plan)	It has been mentioned that Financial Close shall be deemed to have been achieved if the only conditions pending for achieving of Financial Close are those required to be fulfilled by Concessioneing Authority. However, in the event the Conditions Precedent to be satisfied by Concessioneing Authority are pending Financial Close with the prospective Lenders shall not be possible. Therefore, the satisfying of the Conditions Precedent by Concessioneing Authority is necessary for Financial Close and it is requested that the Article may be revised accordingly	The relevant Clause in the subject Article holds good.

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11	51	6.7 (e)	Issue of Completion Certificate (Payment on reduction of scope)	<p>It has been mentioned that in the event of reduction in scope for reasons mentioned in the referred Article, the Concessionaire shall pay 80% of the sum saved due to such reduction. Please clarify the methodology for assessment of such savings and the Party responsible for undertaking such assessment</p> <p>The payment of 80% of the saving may not be acceptable to the Lenders</p> <p>The Concessionaire cannot be made to pay for the reduction in the scope and incur further liabilities since the financing plan and entire business plan is prepared on the full scope specifically when the change in the scope due to no fault of the Concessionaire</p>	The relevant Clause in the subject Article holds good. The clause specifies that this shall be at the discretion of the Concessioneing Authority.
12	51	6.8 (a)	Change in Scope	<p>It has been mentioned that the Change of Scope shall not exceed a sum corresponding to 20% of the estimated project costs. However, such change in scope should only be executed if it creates additional facility to augment the capacity of the project or increase the performance of the facilities under the Agreement</p>	The relevant Clause in the subject Article holds good.
13	52	6.8 (d)	Change in Scope	<p>It has been mentioned that if the parties are unable to mutually agree to a change of scope, they may seek intervention of an Expert. Please clarify the party that shall bear the cost for appointment of such Expert</p>	The expenditure to be incurred shall be borne equally by the Concessionaire and Concessioneing Authority.
14	65	7.2 (a)	Utilities and Services	<p>Request you to kindly provide the rate at which the power shall be made available in terms of initial/ fixed cost and per unit consumption</p>	Power source is available from AP Transco. The existing Tariff structure can be obtained from the Website www.aptransco.gov.in .

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15	70	9.3	Utilities or Services	It has been mentioned that Concessioneing Authority shall charge twice the Scale of Rates as rent /any other charges for any premises or additional utilities or services made available to the Concessionaire. It is suggested that the Concessioneing Authority charge the amount as mentioned in the Scale of Rates since all additional premises / utilities shall be utilised interest of the Project. Further the tariff calculation is on the basis of 16% return and in the event the Concessioneing Authority charges twice the Scale of Rates, the project viability may be affected adversely.	Request is not acceptable. Charges to be paid strictly as per Article 9.3.
16	94	14.3	Political Event	Please clarify the time period following which an event shall be considered as a "Political event"	No time frame can be given upfront.
17	97	14.5 (c)	Notice of Force Majeure Event	Please clarify if the written reports to be submitted during the continuity of a Force majeure event shall be fortnightly or monthly	Written reports must be submitted on a Fortnightly basis.
18	97	14.6 (a), 14.7	Force Majeure	The expiry of the period during which affected party is excused to perform obligation referes to Article 14.7. However, Article 14.7 does not specify any time period, it only mentions as soon as possible. Please clarify	No time frame can be given upfront.
19	98	14.9 (b)	Force Majeure	It may be noted that the extended time period cannot be same as the period during which the relative performance was affect. It is suggested that the extended time period be a reasonable time to undertake mitigation measure or to create facilities same as prior to Force Majeure event	Extension of time period shall be determined as per the Provision of Clause 14.9 (b) after considering gravity of the Force Majeure event and its affect on performance of the Concessionaire.
20	98	14.9 (b)	Extension of Time Period	It is suggested that the the time period of the Concession Period be reasonably extended taking into consideration the period of force majeure and the time take to mitigate the effect of the force Majeure event	Clause is very clear on this issue. The relevant Clause in the subject Article holds good.

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21	99	15.1 (a) (iii)	The Concessionaire Event of Default	It is requested that the delay of more than 180 days be considered only from the Date of commercial operation and not as per the Milestone Dates since the milestone time period are inadequate for completion of respective activities	Article in respect of milestones specified in the Project Schedule holds good.
22	99	15.1 (a) (vi)	The Concessionaire Event of Default	A default under the Management Contract should not be considered as the Concessionaire's event of default since the management contract shall be an agreement executed between the Concessionaire and the Operator and shall have its own terms	The relevant Clause in the subject Article holds good. Please refer to the definition of Management Contract and Management Contractor for applicability of this clause.
23	103	15.3	Consultation Notice	Please clarify the time period within which the "Consultation Notice" should be issued by either party	Consultation notice should be issued by the party whenever he decides to exercise its right under Article 15.2.
24	103	15.4 (b)	Remedial Process	It has been mentioned in during the Remedial Period, the Concessioning Authority in consultation with the Lender, consider the replacement of the Concessionaire by a new Operator. The replacement of the Concessionaire amount to a termination of the Agreement, please clarify. In such a scenario, the obligations of either party shall be treated as per Provision of the Article 16 and 17. Please clarify	The obligations of either party shall be governed by Article 15.
25	104	15.7	Termination due to event of Default	As per the referred Article, the Party issuing the Consultation Notice shall have the right to terminate the agreement if the Parties fail to cure or waive the event of default in accordance with Article 15.4. in such a case the purpose of Remedial Period is defeated. It is suggested that the termination be applicable only "after" the expiry of the Remedial period	The relevant Clause in the subject Article holds good.

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26	110	17.1 (b)	Termination due to Concessionaire Event of Default	It has been mentioned that in the event of default of the Concessionaire the compensation payable to the Concessionaire shall be lowest of Book Value, 90% of Debt Due, the Actual Project Cost. It may be noted that as per the order of priority of withdrawals from the escrow account, (Article 9.5), the net balance may not even be 90% of the Debt Due which may not be agreeable to the Lenders. It is therefore requested that the compensation payable should be such that the Lenders are fully protected	The relevant Clause in the subject Article holds good.
27	111	17.3	Transfer Fee and Charges	Please clarify which Party shall bear the transfer costs in the event of termination of the Concession Period due to Non Political Event or Other event	Refer DCA Article 17.3 (c)
28	114	18.1	General Scope of Transfer / payment	Please clarify the time period within which the transfer of all assets and other obligations as per the Provision of Article 18 are to be executed	Transfer should be on the day after completion of the Concession Period, subject to the Provision of other relevant clauses of the Concession Agreement.
29	115	18.2 (e)	Concessionaire's Obligations	Please clarify if the Concessioning Authority shall also undertake the duties and obligations on the assignment of the respective Project Contracts	In respect of the contracts which are chosen to be taken over by the Concessioning Authority, the underlying duties and obligations shall also be taken over.
30	147	Appendix 4,	Project requirements (Equipment)	It has been mentioned that the Project envisages complete mechanisation of coal handling to achieve an handling rate of not less than 60,000 TPD for 200,000DWT vessels and 40,000TPD for 100,000 DWT vessels. These handling rate differ from the handling rates mentioned in clause 1.1.3 of the RFP. Please confirm if the Concession Agreement clause shall have overriding effect on the RFP	The project envisages a performance standard of 70,000 TPD for Cape size vessels. PI refer Appendix-15 of DCA.

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31	148	Appendix 4,	Project requirements (Equipment)	Specification for the equipment proposed for the Project have been mentioned. However, it has also been mentioned that the Concessionaire can develop their own design and scheme subject to statutory approval. Please clarify if it is necessary for the Concessionaire to conform to the specifications given in Appendix 4	The Project Equipment requirements detailed in TEFR are for achieving the performance standards only. However, the Concessionaire can develop their own design and scheme subject to statutory approval of the Authority and Independent Engineer to achieve the requisite Performance standards.
32	152	Appendix 4	Construction Standards, Operations and Maintenance Standards and Safety Standards	Please clarify the codes to be followed in the absence of IS codes that may not be available for certain items	Please refer Appendix-4 Annexure.
33	152	Appendix 4, 1.14	Project requirements (Conveyors)	It has been mentioned that the on the Date of Commercial operations, the berth shall be equipped with capacity to handle 70,000 TPD for capsize Vessel, whereas on page 147, requirement of handling capacity of 60,000 TPD -40,000 TPD for capesize vessel has been mentioned. Please clarify	The project envisages a performance standard of 70,000 TPD for Cape size vessels.
34	164	Appendix a	A: Operations & Maintenance Standards	It has been mentioned that the Concessionaire shall abide by the operations and maintenance plan as outlined in the approved DPR. Please clarify the if the approval of the DPR by the Concessioneing Authority is necessary for proceeding with other activities of the Project. Please provide the time frame within which the approval for the DPR shall be granted	DPR will be approved by Independent Engineer within 21 days of receipt of same and thereafter by the Concessioneing Authority within further 30 days, (Total 21+30=51 days) subject to timely receipt of all information/ response to the queries thereon from the Concessionaire.
35			Submission date	It is requested that a time period of at least 6 weeks from the date of issue of clarifications by VPT be provided for submission of the RFP	Last date for submission of RFP has been extended upto 16.11.2009.

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36	17	1.3	Schedule of Bidding Process	It has been mentioned that the bid will be submitted at 1100 hrs. Further, in clause 2.12.1, bid submission time has been mentioned as 1400 hrs. Also, in clause 3.1.1, the bid submission time has been stated as 1430 hrs. Please clarify the time for bid submission	The bid should be submitted before 1100 Hrs and the same will be opened at 1130 Hrs. on the due date.
37		General	Flexibility in design and planning of the Project	Please clarify if the Concessionaire has the flexibility for planning of wagon loading facility (loading in half rakes or full rakes etc)	The project proposes to load full rake only.
38		General	Flexibility in design and planning of the Project	Please clarify if the Concessionaire has the flexibility for planning the entire mechanical handling system including unloading and stacking system etc	The Concessionaire has the flexibility for planning the entire mechanical handling system including unloading and stacking system etc subject to statutory approval of the Authority and Independent Engineer to achieve the requisite Performance standards.
39	16 27 32	Sr. No. 5 & 6 of Clause 1.3 & Clause 2.12.1 & Clause 3.1.1		There is a contradiction in time for receiving and opening Bids. Clause 1.3 provides 1100 hrs and 1130 hrs respectively. Whereas, Clause 2.12.1 and Clause 3.1.1 stipulates 1400 hrs and 1430 hrs. Please clarify.	Refer sl. No.36.

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40	18	Clause 2.1.7	Kindly note the typographical error : The Bidder shall deposit a Bid Security equivalent to [about 1% (one per cent)] of the Estimated Project Cost, i.e Rs.41.39 million (Rupees Forty-one decimal three nine million), in accordance with the Provision of this RFP.	As per the revised TEFR, Estimated Project Cost(EPC) has been revised and the Bidder shall deposit a Bid Security equivalent to 1% (one per cent) of the Estimated Project Cost, i.e Rs46.157 million (Rupees Forty six decimal one five seven million), in accordance with the Provision of this RFP.
41	20	Clause 2.1.15	We understand that the Bidder is given a flexibility to engage any legal, financial or technical adviser of the Authority pursuant to the expiry of one month after financial close. But the latter part of the clause contains a notwithstanding provision which curtails the flexibility so provided, hence we suggest the following modification in this clause: A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the bidder prior to the expiry of one month after 'Financial Close' in any manner for matters related to or incidental to such project during the bidding process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement but prior to the expiry of one month after Financial Close , then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same.	The relevant Clause in the subject Article holds good

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42	21	2.1.18 (b)	Clause 2.2.3 of the RFQ requires the Bidder to submit an undertaking stating that it shall enter into an O&M agreement with an entity having the specified experience whereas this clause 2.1.18(b) of the RFP is based on the assumption that the Bidder, by submitting the Bid, shall be deemed to acknowledge and agree to enter into such O&M agreement. Kindly clarify whether the Bidder has to provide an undertaking for entering into an O&M agreement at the time of the submission of the Bid or else it will be assumed that, by submitting its Bid, the Bidder has acknowledged and agreed that it shall enter into an O&M agreement.	The Bidder has to submit an undertaking for entering into an O & M agreement at the time of submission of the Bid.
43	23	Clause 2.6.2 (b)	Non-submission of supplemental information or inability of a Bidder to submit certain information sought by the Authority should not be construed as grave default on the part of intending Bidder, warranting appropriation of the Bid Security. At best, the Bid of such Bidder can be rejected and his Bid Security returned. Kindly review the provision of this Clause in light of above observations.	The relevant Clause in the subject Article holds good.
44	28	Clause 2.15.1	Normally, Modifications / Substitution / Withdrawal of Bid is permitted up to deadline for submission of Bids (i.e. up to time for submission of Bids) and not restricted to prior to the Due Date. Kindly review the provision.	Change in Consortium/Change in Ownership requires Concessioneing Authority's Administrative approval and hence sufficient time is required. Further in the event of withdrawal by the applicant the next highly ranked applicant is to be shortlisted and adequate time is to be given to the Applicant for participating in the Bidding process. Hence the relevant Clause in the subject Article holds good

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45	31	Clause 2.20.7 (a)	The test for Responsiveness is covered in Clause 3.2.1 of the RFP and Authority's right to reject any Bid which is non-responsive is covered by Clause 3.2.2. Both these clauses entail rejection of Bids which are non-responsive, without provision for forfeiture and appropriation of the Bid Security. The provision of (Cl. 2.20.7 (a)) forfeiture and appropriation of Bid Security, in the event of Bid being non-responsive, is highly onerous. We request to delete provision contemplated under sub-clause(a) of Clause 2.20.7 of the RFP.	The relevant Clause in the subject Article holds good.
46	38	Clause 6.2 (a)	Please clarify and confirm that no changes will be made to other terms and conditions relating to Bidding Process after the Due Date for submission of Bids.	The relevant Clause in the subject Article holds good. Cl 6.2 will be adhered to strictly.
47	21	Article 1	Kindly note that though there is a mention of Minimum Guaranteed Cargo in the definitions but there is no corresponding article for the same.	Definition given in DCA Cl 7.1 a) (xii) and Appendix-14
48	20	Article 1	The definition contains a footnote but there is no corresponding entry for the footnote in the draft. Kindly clarify.	Included in the Revised DCA.
49	24	Article 1.1	Kindly review the definition with respect to provision of Clause 6.3 of the DCA, wherein a period for completion is provided as 24 months from the date of commencement of the Concession Period.	Scheduled Project Completion Date (SPCD) will be revised based on the date of signing of LOA.
50	24 & 25	Article 1.1 Definitions & Interpretation	Both the definitions are worded exactly same. Please clarify.	"Scale of Rates" means the scale of rates along with the statement of conditions with respect thereto framed from time to time and notified by TAMP or such other competent authority under the Provision of MPT Act, as applicable. "Schedule of Rates" means Schedule of Rates for land along with the statement of conditions with respect there to be framed from time to time and notified by TAMP or such other competent authority under the Provision of MPT Act as applicable.

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51		Article 1.1 Definition	We presume that the SPCD mentioned in the document as 31.08.2011, may be modified subsequently if there is any change in the timelines of the Bidding process. Kindly confirm.	SPCD will be revised based on the date of signing of LOA.
52	26	Article 1.1	The word 'noticed' needs to be replaced with 'notified'.	Corrected as 'notified' in Revised DCA.
53	34	Article 3.1 (a) (ii) Conditions Precedent	We suggest the provision to be modified as – Furnishing of copies (certified as true copies by a director of the Concessionaire) of the constituent documents (Memorandum and Articles of Association and any agreement, between the share holders of the Concessionaire, in relation to the funding for the Project.)	The relevant Clause in the subject Article holds good.
54	36	Article 3.1 (b)(ii)	Kindly make the following insertions: “The following Conditions Precedent shall be satisfied by the Concessioneing Authority: (ii) handing over physical possession of the Project Site and / or the Port's Assets, free of all encumbrances to the Concessionaire for the purposes of the Project;”	The relevant Clause in the subject Article holds good.
55	38	Article 3.6	In case the Concessionaire fails to comply with the Condition Precedents, then under clause 3.5, the Concessionaire is liable to pay liquidated damages. In addition to the liquidated damages, the Concessionaire's Bid security shall stand forfeited which is unreasonable and harsh. We request you to kindly delete the following portion from Article 3.6 : If such termination is on account of failure of the Concessionaire to comply with the Conditions Precedent, the Bid Security shall stand forfeited.	The relevant Clause in the subject Article holds good.
56	39	Article 3.6	Proviso with respect to forfeiture of Bid Security of the Concessionaire is highly inequitable. The Concessioneing Authority is limiting its liability only in terms of Clause 3.4, whereas, for the similar cause, the Concessionaire is being penalized under two different Provision of Clause 3.5 & 3.6 of the DCA. We request you to kindly review the provision of this Clause 3.6 and delete reference to forfeiture of Bid Security.	The relevant Clause in the subject Article holds good.

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57	41	Article 5.1 (b)	The Concessionaire will undertake the activity of detailed design and engineering concurrently with the activity of Financial Close and other Condition Precedent. Therefore, we feel that the Independent Engineer should be in place at least 90 days prior to the Date of Award of Concession, so that Concessionaire's schedule for Construction Works will not be affected for want of Independent Engineer's services. Kindly review the provision of this Clause 5.1 (b).	The Independent Engineer shall be appointed from the date of Award of Concession only. The Concessionaire if required can employ the Independent Engineer 90 days prior to the Date of Award of Concession solely at its own risk and expense.
58	47 & 184	Article 6.5 (c) & Appendix 8	In term of Clause 6.5 (c), obtaining approval of the Collector of Customs, publish requisite notifications in the Official Gazette and declare the Project Facilities and Services as ready for operation in accordance with the Provision of Section 37 of the MPT Act is the obligation of the Concessions Authority. Hence, kindly delete the requirement of Customs Notification; shown under Concessionaire's responsibility in Appendix 8.	Customs Notification shown under Concessionaire's responsibility in Appendix 8 has been deleted in revised DCA.
59	50	Article 6.8(f)	Kindly note that the Concessionaire is providing the Authority with Performance Security and other guarantees as retention amount guarantee etc., hence there is no requirement on the part of the Concessionaire to provide a Bank Guarantee for the advance payment for change of scope. We suggest the deletion of the following: The Concessionaire has to submit a BG equivalent to be paid by the Concessions Authority.	"The Concessionaire has to submit a BG equivalent to be paid by the Concessions Authority" has been deleted in revised DCA.
60	47	Article 7.1(a) (vii)	Kindly modify this provision as under: "Without prejudice to the generality of this provision, it is agreed by the Concessionaire that it shall in particular extend all co-operation and provide all necessary information required by the Experts appointed by the Concessions Authority for conducting a safety audit and verifying that the Project / Project Facilities and Services are in strict compliance with the Safety Standards."	The relevant Clause in the subject Article holds good.

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61	62	Article 7.1 (c) (i) (a)	Clause 7.1 (b) (i) on Preferential and Priority Berthing has been deleted from the DCA. In view of this, kindly clarify how provision of the Clause 7.1 (c) (i) (a) will be subject to priority berthing norms.	Clause included in revised DCA as follows. 7.1 (b) (i) Preferential and Priority Berthing The Concessionaire may offer preferential or priority berthing to any one or more shipping lines or vessel owners/operators to optimize the use of the Project Facilities and Services. Such preferential or priority berthing shall be subject to the priority berthing norms as may be mutually determined by the Parties in accordance with Applicable Laws or guidelines issued by the Government from time to time in respect thereof, if any.
62	64	Article 7.2 (a)	The obligations of the Concessionaire with respect to scope of work for drawing power, cost thereof, etc are not clear. Kindly clarify in detail.	It is the Concessionaire's responsibility to obtain the requisite power for the project duly paying the prevailing Tariff. The existing Tariff structure can be obtained from the website www.aptransco.gov.in
63	62	Article 7.2 (a) Utilities and Services	Where is the nearest substation located?	Nearby power source is AP Transco Sub-station between VCTPL gate and GCB gate.

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64	87	Article 13.2	<p>It is our request to amend the Article as follows: "In the alternative to the aforesaid, subject to the Concessionaire taking necessary measures to mitigate the impact or the likely impact of Change in Law on the Project, if as a direct consequence of a Change in Law, the Concessionaire is obliged to incur Additional Cost in any accounting year, any such Additional Cost above a sum of Rs. 206.96 (Rs.Two hundred and six decimal nine six only) million shall be borne by the Concessioneing Authority."</p>	<p>The EPC has been revised to 461.57 Cr. The Clause revised in DCA as follows.</p> <p>In the alternative to the aforesaid, subject to the Concessionaire taking necessary measures to mitigate the impact or the likely impact of Change in Law on the Project, if as a direct consequence of a Change in Law, the Concessionaire is obliged to incur Additional Cost in any accounting year, any such Additional Cost above a sum of Rs.230.785 Millions (Rupees Two hundred thirty decimal seven eight five Million) may at the option of the Concessioneing Authority be borne by the Concessioneing Authority. It is clarified that Additional Cost upto Rs.230.785 Millions (Rupees Two hundred thirty decimal seven eight five Million) in any accounting year shall be borne by the Concessionaire;</p>
65	89	Article 13.2 (b)	<p>We request you to review this clause. Additional Cost to the tune of Rs. 206.96 million (being 5%) arising out of Change in Law, in any accounting year is very high, which will defeat the very purpose of such provision in the Concession Agreement. We propose that this figure be kept at Rs. 10 million (Rupees ten million) in any Accounting Year, as being provided in concessions for Road Projects.</p>	<p>The relevant Clause in the subject Article holds good. Refer query No.64.</p>

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66	89	Article 13.2 (e)	<p>We understand that in case of change in law, the Concessionaire shall pay to the Concessioneing Authority an amount, if any, in excess of Rs. 289.74 million, though the latter part which mentions that the Concessionaire shall pay to the Concessioneing Authority an amount that would put the Concessionaire in the same financial position it would have occupied had there been no such Change in Law resulting in such cost reduction, increase in return or other financial gain or benefit, nullifies the intent of the first part. We request you to amend the Article as follows:</p> <p>“If as a result of Change in Law, the Concessionaire incurs a reduction in costs or other financial gain or benefit in connection with its development or operation of the Project, the aggregate financial effect of which exceeds Rs.289.74 (Rs. Two hundred and eighty nine decimal seven four only)-Million in any Financial Year, the Concessionaire shall notify the Concessioneing Authority and pay to the Concessioneing Authority an amount <i>in excess of Rs. 289.74 million, if any</i>, that would put the Concessionaire in the same financial position it would have occupied had there been no such Change in Law resulting in such cost reduction, increase in return or other financial gain or benefit as aforesaid.”</p>	<p>The EPC is revised as Rs. 461.57 Crores. The Clause revised in DCA as follows.</p> <p>If as a result of Change in Law, the Concessionaire incurs a reduction in costs or other financial gain or benefit in connection with its development or operation of the Project, the aggregate financial effect of which exceeds Rupees.323.10 Millions in any Financial Year, the Concessionaire shall notify the Concessioneing Authority and pay to the Concessioneing Authority an amount that would put the Concessionaire in the same financial position it would have occupied had there been no such Change in Law resulting in such cost reduction, increase in return or other financial gain or benefit as aforesaid. Without prejudice to the aforesaid, the Concessioneing Authority may, by notice in writing require the Concessionaire to pay an amount that would put the Concessionaire in the same financial position it would have occupied had there been no such Change in Law resulting in such cost reduction, increase in return or other gain or benefit.</p> <p>The Concessionaire shall make payment of such compensation within sixty (60) Days of the said financial benefit. If the Concessionaire shall dispute the quantum of such compensation claim of the Concessioneing Authority, the same shall be finally settled in accordance with the dispute resolution mechanism contained in Article 19 herein.</p>
67	94	Article 14.5(c)	Kindly clarify whether the Concessionaire has to provide fortnightly or monthly reports containing the information called for by Article 14.5(b).	Fortnightly reports containing the information called for by Article 14.5(b) shall be submitted.

Q.No	Pg. No	Cl. No.	Queries/Comments & Suggestions with relevant reasons/Clarifications by VPT.	Clarifications by VPT
68	96	Article 15.1(a)(iv)	Kindly clarify what amounts shall constitute "any other amount".	The Clause revised in DCA as follows. 15.1(a)(iv) Delay in payment of Royalty for 2 (two) consecutive Months or more than (5) (five) times in the aggregate during the Concession Period
69	98	Article 15.1 (a) (iv)	Such provision is too harsh and hence, we request you to delete this provision.	The Clause revised in DCA as per Sl. No.68.
70	98	Article 15.1(a)(xv)	Kindly note that transfer of assets in the ordinary course of business shall not be construed as an event of default. The same is envisaged under the Model Concession Agreement for Ports as well. We suggest to insert the following in the clause: "(xv) amalgamation of the Concessionaire with any other company or reconstruction or transfer of the whole or part of the Concessionaire's undertaking other than transfer of assets in the ordinary course of business in contravention with the Provision of Article 11 hereof"	The Clause revised in DCA as follows 15.1 (a) (xvi) amalgamation of the Concessionaire with any other company or reconstruction or transfer of the whole or part of the Concessionaire's undertaking other than transfer of assets in the ordinary course of business in contravention with the Provision of Article 11 hereof.
71	110	Article 17.3 (a)	We suggest that in the event of expiry of the Concession Period by efflux of time all costs towards transfer, as may be applicable shall be shared equally.	The relevant Clause in the subject Article holds good.
72	146	Appendix 4 – Equipment	In Clause 1.1.3 of RFP different provision is mentioned. Kindly clarify.	The Project envisages complete mechanization of the coal handling to achieve an handling rate of 70,000 TPD for Cape size vessels.
73		General	In order to have a flexibility in terms of operations at the storage yard, we propose to have two Wagon Loading system of 2000 TPH capacity each, instead of having one wagon loading system of 4000 TPH capacity, Please confirm.	As per TEF, one wagon loader of 3500 TPH capacity is proposed. The Concessionaire can design the wagon loaders to achieve the rated day's loading of nine rakes.

Q.No	Pg. No	Cl. No.	Queries/Comments & Suggestions with relevant reasons/Clarifications by VPT.	Clarifications by VPT
74	86	Article 13.1	<p>Kindly note that it is not possible for the Bidder to contemplate a Change in law event occurring between the period of submission of the Bid and the date of the Concession Agreement. If such an event happens after submission of the Bid but prior to the signing of the Concession Agreement, the Bidder has no recourse available and has to face adverse consequences due to no fault of his. Therefore, in all fairness, we request you to modify the clause as follows :</p> <p>“Change in Law” means any of the following events <i>happening 7 days prior to the Proposal Due Date</i> which has a Material Adverse Effect:</p> <p>(a) adoption, promulgation, modification, reinterpretation or repeal by any Government Authority of any statute, rule, ordinance, regulation or order, treaty, convention, directive, guideline, policy having force of law; or</p> <p>(b) the imposition by any Government Authority of any material condition (other than a condition which has been imposed as a consequence of a violation by the Concessionaire of any Applicable Permit) in connection with the issuance, renewal or modification of any Applicable Permits which renders the performance the Concessionaire of any of the terms of this Agreement impossible or unviable; or</p>	The relevant Clause in the subject Article holds good.
75	86	Provision to Article 13.1	<p>By virtue of this proviso to Article 13.1, the following shall not constitute a Change in Law (i) <i>imposition of new</i> taxes, cesses, duties and the like and/or increase in the same or (ii) imposition of standards and condition of operations, maintenance and safety arising out of a new or revised Environmental Law; and/or (iii) imposition of standards and terms of employment and working conditions of labourers and workmen; and / or (iv) any rules or regulations stipulated by TAMP or other regulatory authority.</p> <p>Hence, the Licensee shall have to bear the entire impact, in case of such imposition and/or increase as per the proviso to Clause 13.1.</p> <p>Please appreciate that in a Public-Private Partnership Project, the onus of any responsibility in case of a ‘Change in Law’ rests with the Client / Public Authority (in this case “Visakhapatnam Port Trust”). The very purpose of insulating a ‘Private Developer’ from the implications of ‘Change in Law’ is rendered void by the insertion of the above cited proviso.</p> <p>We therefore, request the Authority to omit the proviso appearing at the end of Clause 13.1 in its entirety as it is most unreasonable and no bidder can factor its implications and that too for a period of 30 years.</p>	The relevant Clause in the subject Article holds good.

S.No	Pg. No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/remarks	Clarifications by VPT
76	67	Sec.10 TEFR	The 11 KV cubical of the substations will have one 11 KV, 1250 amps SF6 breaker as incomer and four nos. 11 KV 1250 amps SF6 breakers as outgoing feeder.	For outgoing feeders instead of 1250 Amps we can recommend 630 amps because the outgoing load is for transformer of rating 4 MVA and 500 KVA.	For Technical interchangeability of the breakers it is necessary to go for 1250 A breakers.
77	67	Sec.10 TEFR	The 11 KV cubicle of the sub-stations will have one 11 KV. 1250 Amps SF667 breaker as incomer and four Nos. 11 KV. 1250 Amps SF ⁶ breakers as outgoing feeder /Each 3.3 KV cubicles of the sub-station will have two Nos. 3.3 KV 1250 Amps. SF6 breaker as incomer and 15 Nos. of 800 Amps SF6 breakers as outgoing feeders.	Instead of SF6 Breakers, Vacuum Circuit Breaker is recommended for this voltage level. Please clarify if concessionaire can other these requirements.	Both SF6 & Vacuum Circuit Breakers are recommended.
78	67	Sec.10 FEFR	The total requirement of 11 KV feeder cable is estimated to be 2000 meters from the existing nearest power sources. However, if a separate feeder is to be brought from the main 132 KV sub-station, an additional 5000 meters of cable will be required.	Please specify scope of incoming power source (11 KV).	Near by power source is AP Transco Sub-station between VCTPL gate and GCB gate.
79			General	Please provide battery limits of Electrical Scope of work	Battery limits of Electrical scope of work areas per the design requirement of the Panel manufacturer.
80			General	Please advise fault level for the Existing power source.	Fault level for the existing power source can be obtained from AP Transco.
81			General	Voltage and Frequency Variation limits is required.	Voltage-11KV \pm 5 % Frequency -50Hz \pm 1 %
82				Design Temperature to be considered	40° Centigrade.

S.No	Pg. No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/remarks	Clarifications by VPT
83				The RFP, Concession agreement and the TEFR provided by Visakhapatnam Port Trust are all draft copies with a lot of missing information. Further, the tariffs and environmental clearance has still not been provided to the applicants. This has prevented us from raising all the queries. We request VPT to provide us these documents. We request you to allow us to seeks additional queries once the final documents are issued. Thereafter sufficient time to be allowed to applicant to prepare the bid after the reply to the additional queries.	Revised DCA, TEFR are attached to this reply to queries. A second pre-bid meeting is proposed to be conducted after obtaining TAMP notification, Security clearance and PPPAC approval. It is informed that prior Environmental clearance has already been obtained.
84				Six alternatives were prepared and submitted in the feasibility report can bidder has choice for the selection of alternatives or follow the recommend alternatives only?	It is recommended to follow Alternative-5 only.
85				Can bidder make his own layout and system design within the battery limit of allocated land?	In accordance with the TEFR and Alternative-5 proposal bidder can make his own layout.
86				It will require having a road for maintenance of the conveyor system. By the port authority. It is presume that all the clearances from various authorities will be obtained by port authority. Please clarify.	The entire conveyor routing area comes under VPT and hence clearances from other authorities not required.
87				Please share any detailing for the material handling system designed by the port authority over and above supplied along with the RFP document.	The details for the Material Handling equipments as recommended by the Technical Consultants to achieve the performance parameter are available in TEFR.
88				Please clarify, whether the bidder is permitted to change the conveyor system parameters and equipment capacity?	The bidder is empowered to change the Conveyor system parameter and equipment capacity by opting for the current state of the art technology like hydraulic & PLC drives to achieve the performance standards.
89				Can bidder select the wagon loading system? Instead of traveling loader can bidder select Rapid in motion wagon loading system?	The selection of wagon loading system can be finalized in consultation with Independent Engineer and Concessioning Authority.

S.No	Pg. No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/remarks	Clarifications by VPT
90				Location of silo for In motion wagon loading system shall be decided in close coordination with port authority and rail layout.	Refer Query No. 89.
91				Can Bidder has choice to select the jetty unloading crane (type and capacity), as per their detailed engineering?	The bidder can select the jetty-unloading crane to achieve the performance standards as per DCA.
92				Mobile hopper as mentioned in the report may not require, can bidder allow doing the changes?	The bidder can design the equipment requirement subject to achieving the performance standards.
93				Please provide G.A. drawing for all equipments along with connected load in KW. a) Ship Unloading Grab Gentries b) Stacker c) Bucket Wheel Reclaimer/Stacker d) Wagon Loader e) Mobile Hoppers f) Conveyors g) Dozer/Front-end Loader	It is the prerogative of the concessionaire to design the equipment required by opting for the current state of the art technology like hydraulic & PLC drives for achieving the performance standards and hence the G.A. drawing etc., are to be prepared by the specific equipment manufactures only. It may be noted that the subject project is proposed on DBFOT basis i.e. ,Design,, Build, ,Finance, Operate & Transfer basis.
94				Details of equipments to be connected to DG Power if any.	Details of equipment connected to DG power are to be finalized at Detailed Engineering stage in consultation with Independent Engineer.
95				Please specify height of High Mast (12 Nos.) indicated for 25 Lux at back up yard.	Height of high mast is approx.25/30metres.
96				Please specify that which statutory clearance will be made available by the authority and which are in the scope of bidder.	Please refer Appendix- 8 of DCA.
97				The capital dredging and maintenance dredging to be carried out by concessionaire is not feasible. Port may like to take responsibility of both capital and maintenance dredging.	Refer Clause No. 7.1(ii) (c) of DCA which holds good.

S.No	Pg. No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/remarks	Clarifications by VPT
98				Please clarify whether the concessionaire will be required to submit a DPR to the authority? If yes then by what time frame.	Refer SI.No.34
99				What is the rate at which Vizag Port is currently purchasing electricity? It should also be included in the scale of rates in appendix.	Electricity is being currently purchased from AP Transco. The existing Tariff structure can be obtained from the Website www.aptransco.gov.in .
100	40	3.6	Conditions Precedent (Liability of either Party in the event of non compliance of the Conditions Precedent)	In the event of termination of the Agreement due to non compliance of Conditions Precedent by either Party, please clarify if the compensation in the form of forfeiture or returning of the Bid Security as the case may be, shall be net of Liquidated damages paid by the respective Party.	Both are independent and should be dealt separately.
101	40	3.6	Conditions Precedent (Liability of either Party in the event of non compliance of the Conditions Precedent)	In the event of termination due to default of either Party, the liability of either Party should be at par. However, as per the referred in the event if failure of Concessionaire to comply with Conditions Precedent, the Concessionaire is liable to pay Liquidated Damages plus incur forfeiture of the Bid Security . Whereas in the event of termination due to failure of Concessioning Authority to comply with Conditions Precedent, the Concessioning Authority is liable to pay only Liquidated Damages	Provision made in DCA holds good.
102	53	6.8 (f)	Change in Scope	We understand that the term 'BG' means Bank Guarantee. It is requested that the requirement for Bank Guarantee be omitted since the balance payment shall be made by the Concessioning Authority on the basis of work completed and therefore, the advance can be adjusted sufficiently	Refer SI.No.59
103	53	6.8 (f)	Change in Scope	It has been mentioned that the Concessioning Authority shall disburse the cost of works in the event that the change in scope is as per Concessioning Authority. It is requested that the Concessionaire be reimbursed all costs due to the change in scope including financing costs etc	The relevant clause in DCA holds good.

S.No	Pg. No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/remarks	Clarifications by VPT
104	54	6.9	Liquidated Damages	It has mentioned that the Concessing Authority may at its discretion recover any amounts with respect to the Liquidated Damages from the Performance Guarantee. The method for any Liquidated Damages should be unbiased, equitable and not at sole discretion of any Party	Provision made in DCA holds good.
105	54	6.9	Liquidated Damages	Liquidated damages for non-performance of obligations by the Concessionaire have been defined. However the same do not exist for the Concessing Authority. It is requested to incorporate the Liquidated damages in the event of non-performance of obligations by the Concessing Authority also	The relevant clause in DCA holds good.
106	68	9.1 (a)	License Fee	(a) Please clarify the payment structure of license fee, in terms of when the payment will start (from date of award of concession or date of commencement of operations, payment to be made as advance or at the end of the year etc.) (b) Please provide the lease rental rates for the extent of land mentioned in this clause. (c) Please confirm if the total area mentioned in the clause (1,09,650sqm) includes the area for the conveyor corridor	a) From the date of award of concession. b) Reference TEFRA Appendix 12.01. c) Yes. It is inclusive of conveyor corridor.
107				(c) It has been mentioned that the Concessionaire has to pay Security deposit for 5 years and 1-year rent as premium in addition to the 1 year rent in advance. This amounts Rs. 122.28 million in additional to annual rent. It may be noted that the Concessionaire is also submitting a Performance Guarantee of Rs. 219.18 mn. Therefore, the additional payments towards license fee will only increase the upfront financial liability of the Concessionaire. Hence, it is requested that the requirement for security deposit and premium be omitted	It is as per Ministry's approved land policy guidelines.

S.No	Pg. No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/remarks	Clarifications by VPT
108	70	9.4	Certified Accounts	It is understood that in the event of the gross revenue reported by the Additional Auditor in the Special Audit is less than and/or equal to that reported by the Statutory Auditor, the Concessionaire shall not be liable to reimburse all costs, charges, expenses etc related to the Special Audit. Please confirm	If the gross revenue reported is higher than that of statutory audit, then the Concessionaire has to reimburse the costs, charges, etc.
109	70	9.4	Certified Accounts	It has been mentioned that the cost of Special Audit will be borne by the Concessionaire. Further, it has also been mentioned that the Concessions Authority shall at its own cost appoint the Additional Auditor. Please clarify the party that shall bear such costs	The subject clause in DCA is self explanatory.
110	76	11.2 (a) and (b)	Shareholding	As per the two referred Articles, we understand that the Lead Member shall at all times hold not less than 51% of the Consortium's holding i.e., 50% of 51% of the Consortium's paid up equity capital until 3 years after Date of Commercial operations and 50% of 26% of paid up equity during the balance Concession Period. Please confirm	Yes. DCA prevails
111	76	11.2	Shareholding	Please clarify the time period within which the Concessions Authority shall grant approval for Transfer of shareholding in the Concessionaire and /or direct or indirect change in the Management control of the Concessionaire	DCA to be followed.
112	80	12.1 (c) (v)	Validity of Insurance Cover	It has been mentioned that the Concessions Authority may recover the costs incurred by Concessions Authority towards purchase and maintenance of the insurance from the Concessionaire failing which the Concessions Authority can exercise "right of set off". Request you to please clarify the term "right to set off"	Adjustment of the amount against any payable due by the Concessions Authority to the Concessionaire or from the Escrow Account Since the purchase and maintenance of insurance is envisaged during the Concession Period, the Concessions Authority "right to set off" can be exercised as per the Authority's discretion.

S.No	Pg. No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/remarks	Clarifications by VPT
113	84	12.1 (g) (ii)	Condition Survey	It has been mentioned that the Concessionaire shall provide a bank guarantee of Rs. 219.18 million "at least" 2 years prior to the expiry of the Concession period. It is request that a fixed time period be confirmed for providing the said bank guarantee, as the term "at least 2 years" is ambiguous. Further please clarify the vailidity period of such Bank Guarantee	Provision made in DCA holds good. However, BG has to be given 2 years prior to the expiry of concession period.
114	86	12.2 (d)	General Rights of the Concessioneing Authority (General rights if inspection and verification)	It is understood that the Concessioneing Authority shall bear all costs pertaining to appointment of Experts. Please confirm	Yes.
115	90	13.2 (b)	Change in Law	It is suggested that all additional cost incurred due to Change in Law should be reimbursed by the Concessioneing Authority and not only amounts above Rs 219.18 million in any accounting year	Provision made in DCA holds good.
116	90	13.2 (a)	The Concessionaire's Remedy	It has been mentioned that in the event the Change in Law is such that the Agreement is "frustrated" or rendered illegal or impossible of performance, the Change in Law shall be deemed to be a Political event. Please clarify the time period and guidelines as per which such events shall be assessed	Provision made in DCA holds good.
117	90	13.2 (b)	The Concessionaire's Remedy	It has been mentioned that the Concessionaire is obliged to incur additional cost of upto Rs. 219.18 million in any accounting year as a result of Change in Law. Please clarify the basis of the computation of the said amount of Rs. 219.18 million Please clarify the additional benefits the Concessionaire shall be granted in order to recover the additional cost incurred by the Concessionaire on account of Change in Law. Please clarify if the Concessionaire shall be granted extended time period an account of creation of additional facilities due to mitigate the impact of Change in Law It has been mentioned that the Concessioneing Authority shall bear the additional cost above a sumof Rs. 219.18 million at its option. it is requested to revise the clause and the cost be necessarily borne by the Concessioneing Authority	The revised EPC is Rs. 4615.70 cr. 5% of total capital cost of Rs.4615.70 million. i.e. Rs. 230.785 million. Extension of time considered at 13.2 (a)

S.No	Pg. No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/remarks	Clarifications by VPT
118	91	13.2 (e) (ii)	The Concessionaire's Remedy	The condition of payment of an amount that would put the Concessionaire in the same financial position as it would have occupied in the event there was no reduction in scope due to change in Law, should be waived. The Concessionaire executes all agreements construction contracts, financing plan etc including full scope and any change in scope specifically additional payment to C Authority shall have an adverse impact on the financial of the Project	Provision made in DCA holds good.
119	112	17.6	Delayed Transfer of Assets	It has been mentioned that in the case of delay in transfer of assets by the Concessionaire due to reasons attributable to the Concessioneing Authority, the Concessionaire shall nonetheless continue to operate the project facility and services as "Agent" of the Concessioneing Authority Please clarify the terms "Agent", rights and obligations thereof Please clarify the method of compensation to the Concessionaire for providing services as an "Agent" and if the Concessionaire shall have the right to retain revenue net of Royalty Payment	Concessionaire shall be liable to pay royalty in accordance with Article 9.2. The term agent shall have the meaning as generally accepted in normal trade parlance. As an agent, the Concessionaire shall carry out all tasks on behalf of the Concessioneing Authority. It shall fulfill all obligations under the Concession Agreement and shall be entitled to retain all revenue earned from the Project against payment of the agreed Royalty, incurrence of other costs and performance of other obligations under the Concession Agreement.
120	29	2.20.1	Bid Security	It has been mentioned that the original BG to be sent by the Bank directly to the Port Trust. It is requested to clarify the time period within which the BG should be sent	The BG has to reach VPT on or before the due date of opening the bid.
121	44	Appendix II	Format for Bank Guarantee for Bid Security (Para 4)	it is requested that Para 4 of the format may kindly be amended as given below to include the date upto which the Bank Guarantee shall be valid "This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days i.e., upto March 31, 2010 or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid but not beyond March 31, 2010"	The prevailing clause is flexible, hence no change required. Validity to be decided based on the date of opening.

S.No	Pg. No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/remarks	Clarifications by VPT
122	44	Appendix II	Format for Bank Guarantee for Bid Security (Para 4)	<p>It is requested that the following para be included at the end of the Bank Guarantee format since it is a necessary requirement by the Banks</p> <p>"Notwithstanding anything contained here in above: (i) Our Liability under this guarantee shall not exceed (Indian Rupees Forty One point Three Nine Million) Rs 41.39 million (ii) This Bank Guarantee shall be valid upto March 31, 2010 (iii) We shall be liable to pay amount or any part thereof under this Bank Guarantee only and only if we receive a written claim or demand on or before March 31, 2010</p>	<p>The EPC has been revised to 461.57 Cr.</p> <p>Liability under this guarantee shall not exceed Rs 46.157 million. (Indian Rupees Forty six decimal one five seven Million) as per revised EPC. Validity to be decided based on due date.</p> <p style="text-align: center;">-do-</p>
123	18	Clause 2.1.7 & Clause 2.1.8 & Clause 2.20.1	Bid Security	Please clarify whether a Consortium, participating in the Bidding process, can submit multiple Bank Guarantees offered by individual partners (issued by different banks), with the amount totaling to Rupees Rs 41.39 Million, which is the requisite amount of Bid Security	It should be on behalf of Consortium leader/single person.
124	26	Clause 2.11.2	The documents accompanying the Bid	Whether addendums and Bid Clarifications also shall be placed in the same envelope marked as "Enclosures for the Bid"?	Yes, duly signed.
125	16	Article 1.1 Definition - Debt Due	Reference Exchange rate shall be defined.	<p>We Propose this definition to be included in the Concession agreement</p> <p>Reference Exchange Rate means in respect of any one currency that is to be converted into another currency in accordance with the Provision of this agreement, the exchange rate as of 12:00 (Twelve) noon on the relevant date quoted in Mumbai by the State bank of India, and in the absence of such rate, the average of similar rates quoted in Mumbai by Bank of India and Bank of Baroda.</p> <p>Accordingly the definition of debt due shall also be modified.</p>	SBI rate on the day of opening of bid stands valid.

Sl. No.	Page No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/Clarifications by VPT	Clarifications by VPT
126	38 & 39	Article 3.4 & Article 3.5	<p>If the Concessionaire has fulfilled all the Conditions Precedent under Article 3.1(a) including the furnishing of the Performance Guarantee and has not waived or extended the time under Clause 3.3 above, and if the Concessions Authority has failed to fulfil the Conditions Precedent to be fulfilled by it under Article 3.1(b) (and which are within the power of the Concessions Authority), the Concessions Authority shall be liable to pay liquidated damages in a sum calculated at the rate of 0.1% (zero point one percent) of the Performance Guarantee for each day's delay until fulfilment of the Conditions Precedent subject to a maximum of 5% (five percent) of the figure mentioned in the Performance Guarantee furnished by the Concessionaire. In such event, having regard to the quantum of damages, the time for the performance shall be deemed to have been extended by the number of days for which the liquidated damages is paid and if, after the extended period the Concessions Authority is still not in a position to comply with the Conditions Precedent, then this Agreement shall be liable to be terminated as provided for in Clause 3.6 below;</p>	<p>Kindly clarify which figure mentioned in the Performance Guarantee will be considered for calculating maximum of 5% of the liquidated damages.</p>	<p>Pl. refer Article 4.1 of DCA.</p>

Sl. No.	Page No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/Clarifications by VPT	Clarifications by VPT
127	65 (a)	Article 9.1	<p>9.1 License Fee (a)The Concessionaire shall, as consideration for the use, in its capacity as a bare licensee of the Project Site (land) comprised in the Port's Assets, made available in accordance with Article 2.4, pay to the Concessioneing Authority the sum of Rs 20.38 million (Rupees twenty decimal three eight million only) (as specified in the bid documents) (the "License Fee") towards annual lease rental for the extent of land measuring 1,09,650 Sq.m. comprising of 1,02,050 Sq.m. for the development of stack yard (including handling facilities) in the Eastern Yard, 6,600 Sq.m. for conveyor corridor and 1,000 Sq.m. for office & operational buildings. Such amount shall be paid by the Concessionaire every year as agreed upon. The Concessionaire shall also pay 1(one) year rent as premium, 1(one) year rent as advance and 5(five) years rent as Security Deposit for allotment of the above-mentioned land. The Security Deposit can be in the form of Bank Guarantee. The annual lease rentals will be escalated every year @ 2% on land lease rentals prevailing from time to time. The land lease rentals as per schedule of rates prevailing from time to time shall be payable by the Concessionaire to Concessioneing Authority for the land leased.</p>	<p>Kindly note that the Concessionaire shall be given a license for the project site on payment of the Licensee fee but on the perusal of article 9, it appears that instead of the term 'License Fee', lease rental/rent has been used which will in effect have adverse stamp duty implications for the Concessionaire. We request you to kindly substitute the words lease rental/rent in this article and in the Concession Agreement wherever it appears with License Fee as follows : 9.1 License Fee (a)The Concessionaire shall, as consideration for the use, in its capacity as a bare licensee of the Project Site (land) comprised in the Port's Assets, made available in accordance with Article 2.4, pay to the Concessioneing Authority the sum of Rs 20.38 million (Rupees twenty decimal three eight million only) (as specified in the bid documents) (the "License Fee") towards annual License Fee for the extent of land measuring 1,09,650 Sq.m. comprising of 1,02,050 Sq.m. for the development of stack yard (including handling facilities) in the Eastern Yard, 6,600 Sq.m. for conveyor corridor and 1,000 Sq.m. for office & operational buildings. Such amount shall be paid by the Concessionaire every year as agreed upon. The Concessionaire shall also pay 1(one) year License Fee as premium, 1(one) year rent as advance and 5(five) years License Fee as Security Deposit for allotment of the above mentioned land. The Security Deposit can be in the form of Bank Guarantee. The annual License Fee will be escalated every year @ 2% on the License Fee prevailing from time to time. The License Fee as per schedule of rates prevailing from time to time shall be payable by the Concessionaire to Concessioneing Authority for the land given on License.</p>	<p>As per approved land policy guidelines of Ministry. The Concessionaire shall enter into a separate agreement on land allotted for the project.</p>

S.No	Pg. No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/remarks	Clarifications by VPT
128	67	Article 9.1 (b)	Any delay in payment of the amount in the preceding clause (a) shall entail payment of interest @ SBI PLR plus 2% (two percent) per annum on the amount outstanding.	Date/Time of payment is not given in the Clause 9.1 (a). Hence, how the delay in payment will be considered for the calculation of interest? Kindly clarify.	Refer Sl. No.106
129	36 & 65 (a)	Article 3.1(b)(ii) and Article 9.1(a) para 2	Concessionaire to pay 1 (one) year license fee as premium, 1 (one) year license fee as advance.	The time for the payment of 1 (one) year license fee as premium, 1 (one) year license fee as advance has not been mentioned. Kindly confirm the time of payment of the above.	Refer Sl.No.128.
130	53	Article 6.9	Liquidated Damages Subject to any of the Provision of this Agreement providing for extension of time for performance or excuse from performance, as the case may be, of any of the obligations of the Concessionaire under this Agreement, the Concessionaire shall pay to the Concessions Authority liquidated damages at the rate of 0.1% (zero point one percent) of the Performance Guarantee for every Day of delay in fulfilling the specified obligations on or before a Milestone Date including a delay in obtaining the Completion Certificate or the Provisional Certificate on or before the Scheduled Project Completion Date. Provided such liquidated damages shall not in aggregate exceed 5% (five percent) of the	Intent of last sentence 'The Concessions Authority may, at its discretion recover any amounts with respect to liquidated damages from the Performance Guarantee' is not understood. Our understanding is that the liquidated damages, as may be applicable under this agreement, subject to cap of maximum of 5% of the Estimated Project Cost and not to any amount. Kindly clarify.	Contention is in order.

		<p>Estimated Project Cost and unless the delay is in obtaining of the Completion Certificate or the Provisional Certificate, shall not be payable for less than 15 (fifteen) Days of delay from a Milestone Date, in fulfilling a specified obligation. The Parties agree that the liquidated damages as provided are a genuine pre-estimate of the damages the Concessioneing Authority is likely to suffer and are not by way of a penalty. In case the aggregate delay exceeds 180 (one hundred and eighty) Days or the aggregate liquidated damages paid and/or payable under this provision exceeds the specified limit of 5% (five percent) of the Estimated Project Cost, the Concessioneing Authority shall be entitled to terminate this Agreement and the consequences of termination as laid down in Article 16.5 shall follow. The Concessioneing Authority may, at its discretion recover any amounts with respect to liquidated damages from the Performance Guarantee.</p>		
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Sl. No.	Page No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/Clarifications by VPT	Clarifications by VPT
131				We will need & we strongly suggest a period of minimum 180 (one hundred & eighty) days to achieve the Financial Close from date of the Agreement. This is also in line with the standard industry practice for financial closure of Infrastructure projects of this kind & nature.	Provision made in DCA holds good.
132				In the event of termination due to default of either Party, the liability of either Party should be at par. However, as per the referred in the even if failure of Concessionaire to comply with Conditions Precedent, the Concessionaire is liable to pay Liquidated Damages plus incur forfeiture of the Bid Security (total amounting to Rs. 4.14 crores). Whereas in the event of termination due to failure of Concessioning Authority is liable to pay only Liquidated Damages.	Provision made in DCA holds good.
133				It has been mentioned that Concessioning Authority shall charge twice the Scale of Rates as rent / any other charges for any premises or additional utilities or services made available to the Concessionaire. It is suggested that the Concessioning Authority charge the same amount as mentioned in the Scale of rates since all additional premises / utilities shall in the interest of the Project.	Clause 9.3 of DCA stands good.
134	23	1.1	Definition: Project Capacity	The Project Capacity has been mentioned as 7.5 million tonnes, where as per the RFP, the project capacity is mentioned as 9 million tonnes per annum. Please clarify	The project capacity is 8.5 MTPA only
135	27	1.1	Definition - Tariff Notification	Request you to kindly provide a copy of the Tariff Notification for the Project	Yet to be notified by TAMP. Will be provided after notification.
136	39	3.2	Conditions Precedent (time frame for completion of Conditions Precedent)	The time frame of 90 days from date of Agreement for compliance of Conditions Precedent is too short and should be increased reasonably to 270 days	The time frame as per DCA holds good.

S.No	Pg. No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/remarks	Clarifications by VPT
137	50	6.7 (d)	Issue of Completion Certificate (Provisional Certificate)	It has been mentioned that time period for completion of the items in the Punch List is 90 days and the further extended period shall be determined by the Concessioneing Authority. It is suggested that the time period for the completion of the items of the Punch List and any extended period thereof be mutually decided by the Concessionaire and the Concessioneing Authority Please clarify the time period within which the Concessioneing Authority shall arrange for the notifications in the Official Gazette by the Collector of Customs	The time period and extension shall be as per clause no.6.7 (d). Custom notification is to be obtained before issue of Provisional certificate. Concessioneing Authority will make the best efforts to obtain the notification within the required time frame. However no specific commitment can be made in this regard by the Concessioneing Authority.
138	60	7.1 (a)(ix)	Obligations of Concessionaire: Computer System Network	It is requested that the broads requirement for computer and system network be provided at this stage for the purpose of cost estimation	The Concessionaire is required to install the systems that are compatible with the Port systems. The Port has a 10G Ethernet campus network and the Port is implementing the Port community system of the IPA for data exchange.
139	66	7.3	Liability for shortfall in Performance	The referred Article only states the liability of the Concessionaire in the event it fails to comply with the Performance standards. Please clarify the liability of the Concessioneing Authority in the event it falls short of performance standards that adversely affect the operations of the Projects (such as Pilotage, dredging, access to port etc)	Clause 7.3 of DCA holds good.
140	81	12.1 (d)	Indemnification	Please clarify the process of determination of the following issues against which the Concessioneing Authority is indemnified and the party responsible for determining the same i) acts, things done or omitted by the Concessionaire, ii) failure of Concessionaire to performs its obligations, iii) Concessionaire committing any breach	Provision made in DCA holds good.

S.No	Pg. No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/remarks	Clarifications by VPT
141	82	12.1 f (ii)	Engagement of Contractor	Please clarify if security clearance is required for all contractors and vendors to be engaged in the Project. Please clarify the authority from which such clearance would be required	Yes, Provision made in DCA holds good.
142	86	12.2 (d)	General Rights of the Concessioneing Authority (Exclusivity Period)	It has been mentioned that the Concessioneing Authority shall not operationalise any additional facility for handling coking coal and steam coal until earlier of 5 years of scheduled project completion date or annual volume of cargo handled reaches a level of 75% of Project Capacity. However, VPT has recently invited application for RFQ for similar Projects (North Cargo Berth and South Cargo Berth in Inner Harbour). Request you to kindly clarify the tentative the development schedule of these and similar projects	WQ6 – RFP stage WQ7 – RFQ stage WQ8 – RFQ stage EQ1A – RFQ stage EQ1 – RFQ stage
143	105	15.8	Concessioneing Authority's Rights of Step-in	Request you to kindly clarify if the Concessioneing Authority shall be responsible for O&M of the project also in the event of the Concessioneing Authority taking possession and control of the Project It has been mentioned that the Concessioneing Authority shall assume the obligations of the Concessioneaire with respect to the Lenders during the Remedial Period. However, it has not been mentioned as to how such obligations shall be executed after the Remedial Period	Provision made in DCA holds good.
144	169	Appendix 6	Project Schedule	The time period of 730 days for completion of construction works is insufficient and may kindly be extended to at least 30 months	No extension of time period will be considered.
145	214	Appendix 15	Performance Evaluation and calculation of Liquidated Damages	No performance standard, performance evaluation and calculation of liquidated damages for the obligations of the Concessioneing Authority have been specified. Similar penalties should be formulated and the Concessioneing Authority should be liable for paying such penalties/compensation to the Concessioneaire. Further the reasons for delay in the turn around time and gross berth output can be varied and not attributable to the Concessioneaire. Therefore it is requested that this provision be entirely waived	Provision made in DCA holds good.

S.No	Pg. No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/remarks	Clarifications by VPT
146	204	Appendix 12	Tariff	The tariff ceiling issued by TAMP is applicable considering 2008-09 as base year. Please clarify if the escalation in these rates is applicable in the interim period up to commissioning (from base year to the date of commencement of operations)	Tariff caps will be revised every year based on variation in the WPI.
147	206	Appendix 14	Minimum Guaranteed Cargo	The quantity of the Minimum Guaranteed Cargo has been mentioned as a percentage of 9.00 MMT. However, the Project Capacity has been defined as 7.5 million tonnes (definition as on page 23). Please clarify the capacity of the Project and the Minimum Guaranteed Cargo that should be a percentage of the Project Capacity	Minimum Guaranteed Cargo is based on project capacity of 8.50 MTPA.
148	208	Appendix 15	Performance Standards	<p>(a)The definition of Gross Berth Output stated is that the "total cargo handled from the ship during a month divided by the time spent by the ship at the terminal number". There appears to be an omission of some words between "terminal" and "number."</p> <p>(b)Please provide the number of hours for berth allowance.</p> <p>(c) Please clarify if the time spent by the ship at the terminal shall include the time spent in documentation.</p>	<p>The Gross Berth output shall be calculated as the total cargo handled (either loaded / unloaded) from the ship during a month divided by the time spent by the ship at the terminal i.e. number of working days at the berth.</p> <p>The same has been incorporated in DCA.</p>

Sl. No.	Page No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/Clarifications by VPT	Clarifications by VPT
149	208	Appendix 15	Performance Standards	<p>(a) In the Indicative norms it has been mentioned that the gross berth output for Coking Coal imports shall be 70,000 T/day. However, as per Project Requirements (page 147) the coal handling rate of maximum of 60,000 T/day has been mentioned. Please clarify. Further it is requested that the output areas be defined as per the vessel size berthing at the Project</p> <p>(b) Please clarify if there is any indicative norm for Steam Coal</p> <p>(c) Please clarify if the Concessionaire can handle vessel of any (smaller size also)</p>	With the kind of equipment envisaged i.e. 3 unloaders with a capacity of 1500 TPH and its associated facilities, the gross berth output of 70000 is achievable. (1500 TPH X 3 unloaders X 70% X 22 hrs = 69,000 or say 70,000 tonnes per day)
150		General	Project Phasing	Please clarify if the Bidder is permitted to develop the project in phases while adhering to the performance standard and project requirements	No. Developing the project in phases not accepted.
151		General	Similar Cargo Berth	Request you to kindly provide details of existing berth handling coking coal and steam coal and will these berth continue to handle such cargo after the commissioning of the GCB	At present coking coal/ steam coal is handled at EQ-8 and EQ-9 berths and WQ-1 to WQ-5 berths of inner harbour. These berths will continue to handle upto Panamax vessels at inner harbour.
152	10	Clause 1.1.1 & Article 1.1 Definitions in DCA	Project Capacity	The Project capacity mentioned in the RFP document i.e. 9 million tonnes per annum, is not in line with the Project Capacity as defined in the Concession Agreement i.e. 7.5 million tonnes per annum. We request you to make the necessary changes in the RFP document.	Project capacity is 8.5 MTPA only.
153	10	Clause 1.1.1 & Article 1.1 Definitions in DCA	Project Capacity	Please confirm that the actual volumes handled if exceeds the defined Project Capacity, the Concessionaire will not be penalized for the same, in any manner.	The Concessionaire will not be penalized.

S.No	Pg. No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/remarks	Clarifications by VPT
154	11	Clause 1.1.3	Initially, the GCB will handle both Coking Coal and Steam Coal traffic; however, with the increase in Coking Coal traffic anticipated from 2014-15, the GCB is expected to handle exclusively Coking Coal traffic.	The increase in Coking Coal traffic is anticipated by 2014-2015 and henceforth the GCB will be allowed to handle only coking coal traffic. Kindly clarify what will be the exact period from which the GCB will be allowed to handle only coking coal traffic and what will happen in case the coking coal traffic is not sufficient to meet the revenue requirements of the Concessionaire. Whether the Concessionaire will be allowed to handle both coking coal and steam coal in such case.	As per Section 2.2.9 and Appendix 13.01 of revised TEFR, (Copy of which is enclosed) both coking coal and steam coal traffic have been considered for 2014-2015 onwards.
155	11	Clause 1.1.3 & Appendix 15 of DCA	The scope of work will broadly include... Mechanical & electrical works for installation of a suitably designed a system for unloading of coking coal at the rate of not less than 70,00 TPD and 42,000 TPD for Capsize and Panamax vessels respectively and 27,000 TPD in respect of Steam Coal in Panamax vessels...	We request you to incorporate this provision under the "indicative norms for Gross Berth output for different categories of cargo" in Appendix 15 of the Draft Concession Agreement.	Incorporated in Appendix-15.
156	16	Clause 1.2.8	The Concessionaire will be entitled to levy and charge a pre-determined user fee from users of the Project. Such charges are indicated in the draft Concession Agreement.	The clause stipulates that the pre determined user fee is indicated in the draft Concession Agreement, but it does not contain any information in that regard. We request the Authority to provide us with the pre determined user fee to be charged by the Concessionaire for the Project facilities and services provided in accordance with the Concession Agreement.	Will be informed after obtaining TAMP notification.

Sl. No.	Page No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/Clarifications by VPT	Clarifications by VPT
157	10	Recital (A)	The Concessing Authority is desirous of implementing a Project (as defined herein-after) for planning, engineering, designing, finance, construction, development, operation & maintenance of Mechanization of GCB in outer harbour of Visakhapatnam Port for handling coking coal and steam coal on DBFOT basis through private sector participation;	Whether Concessionaire will be allowed to handle other cargos falling in the category of General Cargo (like iron ore, fertilizers, limestone, etc.) on the berth?	No. The Concessionaire will not be allowed to handle other cargoes.
158	16	Article 1.1	Date of Commercial Operation means the date on which the Concessionaire receives the Completion Certificate in accordance with the Provision of this Agreement / MPT Act.	The Concessionaire is also entitled to commence Commercial Operations from the date of issue of "Provisional Certificate" by the Independent Engineer in terms of Clause 6.7 (d) of the Concession Agreement. Accordingly, kindly incorporate ' or the Provisional Certificate ' after the words 'the Completion Certificate'. Also, kindly clarify what is contemplated by inclusion of reference to MPT Act.	Provision made in DCA holds good.

Sl. No.	Page No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/Clarifications by VPT	Clarifications by VPT
159	32	Article 2.1	Concession In consideration of the Concessionaire agreeing to pay to the Concessioneing Authority (a) the License Fee and (b) Royalty, and performing its obligations as set out in this agreement the concessioneing Authority hereby grants to the Concessionaire, subject to the Provision of this Agreement, an exclusive license for designing, engineering, financing, constructing, equipping, operating maintaining, replacing the Project / Project Facilities and Services.	Kindly confirm the intent of word 'replacing' appearing in this clause.	Provision made in DCA holds good.

Sl. No.	Page No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/Clarifications by VPT	Clarifications by VPT
160	33	Article 2.3	<p>Acceptance of the Concession</p> <p>The Concessionaire hereby accepts the Concession and agrees and undertakes to implement the Project and to provide Project Facilities and Services in accordance with the Provision of this Agreement. Subject to and in accordance with the Provision of this Agreement and Applicable Laws and Applicable Permits, the Concessionaire shall at its costs, charges, expenses and risk including but not limited to foreign exchange variation risk if any, conceptualize, design, engineer, finance, construct, equip, operate, maintain and replace the Project / Project Facilities and Services.</p>	Kindly confirm the intent of word 'replace' appearing in this clause.	Provision made in DCA holds good.
161	50	Article 6.7 (e)	Without prejudice to the foregoing, if the Concessionaire shall have failed to complete any Construction Works on account of Force Majeure or for reasons solely attributable to the Concessions Authority, the Concessions Authority may, in its discretion, reduce the scope of Project and require the Concessionaire to pay 80% (eighty percent) of the sum saved due to such reduction of scope. Upon such payment to the Concessions Authority, the obligations of the Concessionaire in respect of such works shall be deemed to have been fulfilled.	Presently, upfront tariff is being fixed by TAMP on the basis of Estimated Project Cost (i.e. Rs. 4139.21 million).In the event of reduction of scope and if the Concessionaire is required to pay 80%, as contemplated in Clause 6.7 (e), the same shall be considered as capital expenditure incurred by the Concessionaire and tariff shall be fixed accordingly. Kindly confirm.	<p>The Estimated Project Cost has been revised to . Rs. 4615.70 million.</p> <p>Provision made in DCA holds good</p>

Sl. No.	Page No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/Clarifications by VPT	Clarifications by VPT
162	65	Article 8.1	The Concessionaire shall be entitled to recover Tariff from the users of the Project Facilities and Services as per the Tariff Notification, an extract of which is set out in Appendix 12. The Tariffs shall be revised in the manner set out in Appendix 12 and duly notified from time to time by the TAMP under Sections 48, 49 and 50 of the MPT Act or such other competent authority under the Applicable Laws.	Kindly note that Appendix 12 as referred to under this article does not contain an extract of the Tariff notification. We request the Authority to provide us with the tariff notification in accordance with which the Concessionaire shall be entitled to recover tariff from the users.	TAMP has yet to notify.
163	65 (a)	Article 9.1 License Fee	Upfront fee – As per clause 9.1, the concessionaire shall, as a consideration for the use of the Project Site and the equipment comprised in the Port's Assets, made available in accordance with Article 2.4, pay to the Concessioneing Authority the sum of Rs 20.38 Million towards annual lease rentals for the extent...	In this regards, we find that the Upfront fee of Rs 333.20 Million, payable by the Concessionaire towards the value of the existing berth is only going to add to the total cost of the Project, the impact of which will be borne by the users of the facility due increase in the Tariff rates. Also, as a general practice, followed by all the other Major ports, such License Fee to be charged for the Project site, is equivalent to the rates for Land lease rentals as per the prevailing Scale of rates at the respective Major Port. We, therefore request you to amend this clause accordingly in the Draft Concession agreement, in order to make this Project facility more competitive.	No. 333.20 millions is towards upfront fee for the existing berth.

Sl. No.	Page No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/Clarifications by VPT	Clarifications by VPT
164		General	Cargo handling Operations on existing berth.	<p>Kindly note that there is no existing provision for Cargo Handling operations at the existing berth.</p> <p>Kindly confirm that the Concessionaire shall have the right to carry out cargo handling operations from the existing G.C.B during the Construction Phase and collect the revenue for rendering such services. Kindly confirm that the Bidder's understanding as stated above is correct. Also please brief us on the operational modalities at the berth during the same phase.</p>	Cargo handling operation at the existing berth during construction phase is in the scope of the Concessioning Authority.
165		General	Right to use the waterfront area at the berth side.	During the construction phase, the Concessionaire will have to do substantial work at the water base along side the berth. We request VPT to offer absolute freedom to the Concessionaire to carry out construction activity at the berth, without affecting port operations.	Indicative plan for continuing handling operation during construction phase is enclosed herewith (Annexure 1A). Pl.refer Sl.No.165 also.
166		General	Dwell time.	The dwell time as per TAMP guidelines is 25 days. In the Feasibility report, reference is drawn to "one of the prime user agency's" assertion that 7 days requirement is expected to remain the cargo in the Port stock pile. Our experience shows that different grades of coal have variation in the dwell time between 15-35 days.	10 days dwell time is considered as per evacuation facilities of project specific.
167		General		Please advise if GCB project will be provided any exclusivity clause with regards to handling of Coal to make the project feasible.	Yes, provided at 12.2 (c) of DCA.

Sl. No.	Page No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/Clarifications by VPT	Clarifications by VPT
168				As per the executive summary of TEFR out of the total 182 coking vessels handled at GCB, 76 vessels were of size 50,000 – 60,000 dwt while 68 vessels were above 60,000 dwt. Kindly advise the size range of the remaining 38 vessels. Also this data of 182 vessels refers to which year.	Distribution of vessels 2008-09 40000 to 50000 DWT – 26 50001 to 75000 DWT - 120 75001 and above - 36 ----- TOTAL 182 It may be noted that out of 80 vessels handled in the size of above 60000 DWT, 77 are non geared vessels.
169				Please advise the volume of coking coal and steam coal handled at GCB during the year 2008 – 09.	Coking coal - 34.15 LT Steam coal - 4.78 LT in - in 2008-09
170				Clause-7 TEFR Executive summary: Coking coal imports in the year 2014 –15 rise by 291% as compared to previous years. Kindly explain the reason for this huge jump.	8.5 MTPA is only projected as per revised TEFR.
171				Clause-8 TEFR, Executive summary: Optimal quay capacity for GCB works out to be 7.5 MTPA considering both coking coal and steam coal are handled. Hence Terminal capacity should be considered as 7.5 MTPA and not 9.0 MTPA.	Optimal capacity of 8.5 MTPA is confirmed.
172				Is there any requirement from port authority for handling capacity of system in terms of per day committed unloading rate?	Appendix 15 may be referred.

Sl. No.	Page No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/Clarifications by VPT	Clarifications by VPT
173				<p>Duration of the project envisaged 24 month, does not seems to be practical/possible because of:</p> <ul style="list-style-type: none"> (a) Long lead time of equipments (b) Consolidation of the yard area. (c) Long conveyor length. (d) Time requirement for engineering. (e) Demolition of structures in area. <p>This may be extended to 36 months as 9 months would leave in engineering. Only 15 months will remain for the construction which seems to be difficult to achieve.</p>	Refer SI.No.144
174				<p>This GCB is designed to handle both the steam coal and coking coal till year 2013-14 and from year 2014-15 will handle coking coal only. Further clause 12.2(c) related to "Exclusivity" for both coal and coke for 5 years from schedule completion date and conflicts with coking coal only stipulation from 2014-15. Port may like to review the stipulation as cargo is market driven and operator may have to handle both the coal and coke cargo to meet the minimum throughput guarantee obligations, especially in light of deep draft modern private port in vicinity of Vizag.</p>	As per Section 2.2.9 and Appendix 13.01 of revised TEFR, (Copy of which is enclosed).
175				<p>The Concessionaire has to obtain environment clearance from local pollution control Board for which 90 days time given in concession agreement is not sufficient. It is requested to extend the time frame.</p>	No extension of time period will be considered.
176				<p>The time frame of 90 days from date of Agreement for compliance of Conditions Precedent is too short and should be increased reasonably.</p>	Provision in the DCA document holds good.

Sl. No.	Page No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/Clarifications by VPT	Clarifications by VPT
177				It is requested that the delay of more than 180 days be considered only from the date of commercial operation and not as per the Milestone Dates. Since the milestone time period are inadequate for completion of respective activities.	Provision in the DCA document holds good.
178	26	1.1	Definition - Scheduled Project Completion Date	It has been mentioned that "the entrance channel to the outer harbour is 200m wide and dredged to a depth of 200m". Please clarify if the dredged depth if 200m or 20 m	The dredged depth is (-)20.00.m CD
179	38	3.1 (b) (ii)	Conditions Precedent (to be satisfied by Concessioneing Authority	Please confirm if the site shall be handed over free of all encumbrances including existing structure, pipelines utilities, existing structures etc and with the right of way to the site	Provision in the DCA document holds good.
180	38	3.1 (b) (iii)	Conditions Precedent (Concessioneing Authority)	It has been mentioned that the Concessioneing Authority shall provide "permission to use the exiting Supporting Project Infrastructure. As per the terms and conditions specified by the Concessioneing Authority". Request you to kindly provide the applicable terms and condition other than those mentioned in the draft Concession Agreement, if any	Provision in the DCA document holds good.
181	44	6.2 (e)	Review of Design and Drawings	It is requested that extension of reasonable time should be provided in the event of revisions in Design and drawings submitted by the Concessioneaire	Provision in the DCA document holds good.
182	47	6.4 (g)	Obligations of the Concessioneaire (carry out further works as may be necessary)	Please clarify the time limit for the Independent Engineer to identify the defects/deficiencies	Provision in the DCA document holds good.
183	47	6.4 (h)	Obligations of the Concessioneaire (interrupt and divert/create barriers as may be necessary)	Please clarify the time limit for the Independent Engineer to grant approval to the Concessioneaire to create the necessary interruption and diversions in the interest of the Project	Provision in the DCA document holds good.
184	50	6.7 (b)	Issue of Completion Certificate	Please clarify the time period within which the Independent Engineer shall provide the Concessioneaire and the Concessioneing Authority the copies of the test data and test results	Provision in the DCA document holds good.

S.No	Pg. No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/remarks	Clarifications by VPT
185	53	6.8 (g)	Change in Scope	In the event that the additional works due to change in scope are executed by another party appointed by the Concessioneing Authority, please clarify as to who shall have the ownership of such additionally assets and who shall be responsible for the timely completion, quality assurance, performance and maintenance of such assets. It is requested to include a provision for confirmation and acceptance of the Concessionaire for the additional asset created by the agency appointed by the Concessioneing Authority in the overall interest of the Project	Provision in the DCA document holds good.
186	61	7.1 (c)(i)(b)	Obligations of Concessioneing Authority: Marine and Port Services	It has been mentioned that the Concessioneing Authority shall provide for maintenance of the entrance channel depth of 11.80m or to such depth as may be deepened by the Concessioneing Authority (a) Please clarify if the 11.8m depth is with respect to datum (-11.80m) (b) Please provide the plan/schedule for deepening of the entrance channel to enable the bidder to anticipate the time schedule by when 200,000DWT can be handled at the Project	The clause 7.1(c)(i)(b) may be read as : "maintenance of the approach channel depth at (-)20.00m at present and as per the deepening plans of the Concessioneing Authority in future" Accordingly it is clarified that 2,00,000 DWT vessels can be handled in the approach channel even as on date.
187				(d) A lump sum amount of Rs 333.20 million is to be paid by the Concessioneaire as upfront fee towards the value of the existing berth. It may be noted that with the construction of the additional width of the berth, the existing berth shall only be utilised as a back-up areas. Futher, the exsiting structure is almost 25 years old, therefore such a high value for the structure does not appear due. The charge for the existing structure should be only be as per the annual lease rental as applicable for the rest of the project area	Provision in the DCA document holds good.
188	74	10.1 (a)	Ownership of Assets (Land and Water Area)	Please clarify the term "subject to existing rights of way" and the marking of the same in the layout of Appendix 1	The subject clause in DCA holds good.

Sl. No.	Page No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/Clarifications by VPT	Clarifications by VPT
189	124	Appendix 1; 1.4	Project Site: Soil Data	Request you to kindly provide the location of the "good number of boreholes" conducted, their respective profile and soil investigation report be kindly provided. Request you to also provide the available soil data for the back-up area/stackyard and conveyor galleries etc	Details as available with the Concessioning Authority are provided herewith vide Annexure (enclosed)
190	129	Appendix 1, 1.3	Availability of land	It has been mentioned that the land for the project shall be provided on prevailing license lease terms as applicable from time to time. Request you to please provide any license lease term other than the terms mentioned in Article 6, if any	Provision in the DCA document holds good.
191	129	Appendix 1, 1.3	Cost of Diversion Works	It has been mentioned that the Concessionaire shall bear the cost of diversion of any roads, telephone lines, power, water and any other lines passing through the project site. Please clarify the party that shall be responsible for undertaking such diversions. It is suggest that the Authority be responsible for any undertaking any such diversion works since it is best aware of the existing conditions and the proposed alignments. The Concessionaire should be handed over the project site free of all encumbrances. The cost of such diversion works should also be borne by the Authority since it is not possible for the Concessionaire to estimate full impact and cost implications of these works at this stage	Provision in the DCA document holds good.
192	132	Appendix 1, 2	Existing Berths	Request you to kindly provide details of the proposed additional berths (location/alignment, commissioning schedule and type of cargo proposed to be handled)	Refer 12.2 (c) of DCA.

S.No	Pg. No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/remarks	Clarifications by VPT
193	133	Appendix 2, 2	Port's Assets	It is requested that complete details of the conveyor corridor (detailed alignment, width of the conveyor corridor etc) be provided	Alignment and width of Conveyor Corridor is available in TEFR. However, Detailed alignment etc., shall be established by the successful bidder.
194	133	Appendix 2, Note (i)	Port's Assets	It has been mentioned that the area proposed to be allotted to the Concessionaire is only "indicative". Please clarify the term "indicative". Definitive boundary of the area to be allotted for the Project may kindly be provided since this is most essential for project conceptualization, planning and cost estimation at the RFP Stage	The Area proposed is available in TEFR. However, detailed location along with the boundaries etc., shall be established after detailed survey and taken over by the successful bidder.
195	147	Appendix 4,	Project requirements (Design Approval)	It has been mentioned that the Concessionaire can submit their own design and scheme of the Project as per Clause 1.1.3 (xiii) of the RFP document. However as per Clause 1.1.3 (xiii) of the RFP document is only pertaining to the proof checking of the "strengthening and deepening scheme". Please clarify if the design approval/proof checking shall be undertaken as per Provision of Clause 1.1.3 (xiii) of the RFP document or by the Independent Engineer as per Provision of the 6.2 of the Concession Agreement	Provisions in the RFP document vide clause 1.1.3 (xiii) holds good.
196	152	Appendix 4	Construction Standards, Operations and Maintenance Standards and Safety Standards	Please clarify the codes to be followed in the absence of IS codes that may not be available for certain items	Provision in the DCA document holds good.

S.No	Pg. No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/remarks	Clarifications by VPT	
197	168	Appendix 5	Project Schedule	The Activity / level of completion of the Project has been mentioned in terms of "%" of Construction Works. Please clarify the term construction works (in terms of total cost of works, equipment included etc)	180 Days from Date of Award of Concession	10% of Project Works should have been completed
					365 Days from Date of Award of Concession	30% of Project Works should have been completed
					730 Days from Date of Award of Concession	100% of Project Works should have been completed
198	169	Appendix 6	Design and Drawings (Civil)	It is requested that the as built drawings of the existing structure may kindly be provided	Details as available with the Concessioning Authority are provided herewith vide Annexure (10 drgs. enclosed)	
199	173	Appendix 6	Design and Drawings: Design Criteria	It has been mentioned that the "loading standards for WQ-6 will have to conform to ..." Please clarify	Please read "WQ-6" as "GCB".	

S.No	Pg. No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/remarks	Clarifications by VPT
200	177	Appendix 6	Design and Drawings: Width of Berth	It has been mentioned that the width of the berth shall not be less than 15m. Please clarify if the width of the berth referred here is the additional width to be constructed of the total width of the berth that shall be available for the Project. As per the feasibility report, the berth would be required to be extended to an additional width of 18m. Please clarify	It is confirmed that the extension of the berth by 21 m. is additional width to be provided under the scope of the project.
201	192	Appendix 8	Permits and Clearances	Request you to kindly provide a copy of the Environmental Clearance and the EIA Report for the Project	The Environment Clearance issued by MoEF is enclosed, along with the Environment Impact Assessment and Environment Management Plans of VPT vide Annexure III (enclosed). In this context it shall be noted that the provisions of the Appendix 8 of DCA holds good.
202	205	Appendix 13	Rates Applicable in respect of land, utilities and services	Request you to kindly provide a copy of the Schedule of Rates for Land and Scale of Rates for Utilities and Services	Schedule of Rates as approved by TAMP is enclosed vide Annexure IV. However, the Schedule of Rates is subject to revision from time to time as indicated in relevant clauses of the DCA.
203		General	Request you to kindly provide the following drawings/documents	Layout plan showing total area available for the Project with various coordinates on the periphery. Similarly the corridor set for the conveyor corridor to be clearly marked and provided	Details as available with the Concessioning Authority are provided herewith vide Annexure - V (enclosed).
204		General		Layout of harbour area showing scope of dredging which includes turning circle, berth pocket in AutoCAD format	
205		General		Layout of stock yard area showing rail tracks in AutoCAD format	

S.No	Pg. No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/remarks	Clarifications by VPT
206		General		Topographical survey drawing of stockyard and conveyor route	Details as available with the Concessioning Authority are provided herewith vide Annexure V (enclosed)
207		General		Bathymetry survey drawing / details in the project area	
208		General		Typical borehole details for berth area are given in the Feasibility Report. Request to provide the detailed geotechnical investigation report	
209		General		Geotechnical investigation report / soil information for the land area for East dump yards	
210		General		Mathematical model study report available with VPT	
211		General	Existing Structure details	The Harbour side slope of rock bund mentioned on page 19 of Feasibility Report is 1:1.25 where as cross section drawing shows 1:1.1. Further please clarify if the Concessionaire has the flexibility to undertake alternate value / design that may be approved by the relevant authorities as mentioned in the Concession Agreement	The Harbour side slope of rock bund treat as 1:1.1. Provision in RFP & DCA document holds good.
212		General	Existing Structure details	The feasibility report proposes the structural integration of the new quay area with the existing berth structure Given the age of the existing berth structure; it may be worthwhile exploring the option of building the entire quay width required as a new structure. Please clarify if this would be permitted by VPT and will a the shift in the proposed berthing line by about 7-10 m towards sea / East will be permitted	The option of building the entire quay width required as a new structure is not permitted as it is required to continue the cargo handling operations in the berth during the construction phase.
213		General	Stockyard area	Please clarify if additional area would be available for stockyard, if required by the Concessionaire	Provision in the DCA document holds good.

S.No	Pg. No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/remarks	Clarifications by VPT
214		General	Road and Rail Connectivity	Please provide the details, status and estimated completion schedule of the projects involving augmentation of the existing road and rail connectivity project related to the Project	The road and rail connectivity for the project is already established.
215		Article 1.1 Definition	Schedule Project Completion date (SPCD)	We presume that the SPCD mentioned in the document as 31.08.2011, may be modified subsequently if there is any change in the timelines of	SPCD will be revised based on the date of signing of LOA.
216	56 & 62	Article 7.1 (a) (ii) (c) & Article 7.1 (c) (i) (b) to d) & Appendix 4	Obligations with respect to dredging (capital and maintenance).	The Provision with respect to dredging (capital and maintenance) in Clauses 7.1 (a) (ii) (c), 7.1 (c) (i) (b) to (d) and Appendix 4 are not clear. For the clear understanding of the Bidders, kindly clarify Scope, obligation & responsibility of the Concessionaire and the Concessions Authority with respect to dredging requirements. We request that the responsibility of Capital and Maintenance dredging shall be borne by Concessions Authority only.	Provision in the DCA document holds good.
217	62	Article 7.2 (b) Utilities and Services	Water Supply – The take off point for water shall be the nearest available water line.	How far is it from the proposed Project site?	The take off point for water is about 0.5 km. from the proposed Project site

S.No	Pg. No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/remarks	Clarifications by VPT
218	8	Clause 1.1.1	The General Cargo Berth (GCB) in the Outer Harbour, commissioned in 1985, was designed to handle vessels up to 100,000 DWT size with designed depth of 16.5m. Initially, a 278.00m long berth was developed to cater to vessels of 60,000 DWT size, having draft of 13.2m. Subsequently, the berth length was extended to 356.0 m and waterways deepened to accommodate vessels up to 100,000 DWT size with draft upto 14.5m on rising tide of 0.5m.	Please clarify whether for 100,000 DWT vessel the designed depth is 16.5 m or draft upto 14.5 m on rising tide of 0.5 m. Which is correct ?	It is confirmed that at present the maximum permissible draft at the berth is 14.5m on rising tide of 0.5m.
219	11	Clause 1.1.3 (viii)	Compliance with environmental laws including obtaining and keeping in force throughout the concession period all required statutory clearances, during the construction, operation and maintenance phases of the project.	As per Clause 3.1 (b) (iv) of the Draft Concession Agreement (DCA) read with Appendix 8 of the DCA, obtaining Environmental Clearance for the Project is the responsibility of the Concessions Authority (i.e. VISAKHAPATNAM PORT TRUST) In fact, this is the Condition Precedent to be fulfilled by the Concessions Authority. We suggest that the Clause may be modified as under: Compliance with environmental laws including obtaining and keeping in force throughout the concession period all required statutory clearances, other than clearances and permits to be obtained and complied with by the Concessions Authority , during the construction, operation and maintenance phases of the project.	Provision in the DCA document holds good.

S.No	Pg. No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/remarks	Clarifications by VPT
220	13	Clause 1.1.3 (xiii) & Article 5, Article 6.2 & Appendix 7 of DCA	The strengthening and deepening scheme proposed.....	We invite your attention to Article 5, Article 6.2 and Appendix 7 of the Draft Concession Agreement, regarding the selection, appointment and Role and functions of an Independent engineer. Please appreciate that the Independent Engineer is responsible to verify the designs & drawings and comment on it. An addition of a third party for vetting the Designs & drawings would unnecessary increase the extra layer in the process thereby consuming additional time and incurring additional cost for the development. We suggest VPT to remove this clause from the RFP document.	Provision in the RFP / DCA document holds good.
221	24	Article 1.1	“Supporting Project Infrastructure” means: Maritime access channels & port entrance The entrance channel to the outer harbour is 200m wide and dredged to a depth of 200m.The entrance channel to the inner harbour is dredged to a depth of 11.8m	Kindly clarify the dredged depth of the entrance channel to the outer harbor, as the same is stated to be 200 m. And, We understand that the Supporting Project Infrastructure is the responsibility of the Concessioning Authority. Kindly confirm. Further, we request the authority to provide the Concessionaire with the flexibility, during Concession period, to expand the Support infrastructure if required to achieve the desired throughput.	Refer SI.No.178. Provision in the DCA document holds good Request to provide the Concessionaire with the flexibility, during Concession period, to expand the Support infrastructure if required to achieve the desired throughput is acceptable subject to the Provision of DCA.
222	62	Article 7.1 (c) (i) (b)	Maintenance of the entrance channel depth at 11.80 m or to such depth as may be deepened by Concessioning Authority in future.	Maintenance of the entrance channel depth at 11.80 m or to such depth as may be deepened by Concessioning Authority in future.	Refer SI.No.186.

S.No	Pg. No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/remarks	Clarifications by VPT
223	65 (a)	Article 9.1 (a)	The Concessionaire shall also pay 1(one) year rent as premium, 1(one) year rent as advance and 5(five) years rent as Security Deposit for allotment of the above-mentioned land. The Security Deposit can be in the form of Bank Guarantee. In addition to the above a lump sum amount of Rs 333.20 (Rupees three Page 24 of 34 hundred thirty three decimal two zero) Million shall be payable by the Concessionaire as upfront fee towards the value of the existing berth made available by the Concessing Authority.	The requirement for providing 5 years rent as security deposit for allotment of land is. We request you to make the following changes: "The Concessionaire shall also pay 1(one) year rent as premium, 1(one) year rent as advance.	Provision in the DCA document holds good.

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224	65 (a)	Article 9.1 (a)	The Concessionaire shall also pay 1(one) year rent as premium, 1(one) year rent as advance and 5(five) years rent as Security Deposit for allotment of the above-mentioned land. The Security Deposit can be in the form of Bank Guarantee. In addition to the above a lump sum amount of Rs 333.20 (Rupees three Page 24 of 34 hundred thirty three decimal two zero) Million shall be payable by the Concessionaire as upfront fee towards the value of the existing berth made available by the Concessions Authority.	The requirement for providing 5 years rent as security deposit for allotment of land is. We request you to make the following changes: "The Concessionaire shall also pay 1(one) year rent as premium, 1(one) year rent as advance.	Provision in the DCA document holds good.
225		Article 9.1 License Fee & Appendix 13 – Rates applicable in respect of Land, Utilities & Services	Demarcated Area	The break up of the total area of 1,02,050 Sqm i.e. 50,025 sqm (zone IB) and 50,025 sqm (zone IC) is not matching. Please confirm.	Provisions in DCA document holds good.

Sl. No.	Page No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/Clarifications by VPT	Clarifications by VPT
226	130	Appendix 2	The area proposed to be allotted to the Concessionaire is only indicative. However, marginal adjustments in the area will be made depending on the actual Site conditions.	We request the Authority to provide us with the details of the actual area to be provided to the Concessionaire after marginal adjustments.	Refer SI.No.194.
227		General	Land availability	The proposed land of 81,250 sqm provided for the development of storage yard is certainly not sufficient, considering the Project capacity of 7.5 Million tonnes. Operational limitations on the Stack Height and cargo dwell time would limit the Project capacity to a much lower level. We request VPT to kindly provide the Concessionaire with sufficient additional space for developing storage yard, so that additional stock piles can be built up to match with the expected Project capacity level.	Please refer revised TEFR.
228		General	Road Connectivity	Please update us on the existing road connectivity and the proposed plans for further development, if any.	Refer SI.No.214.
229	144	Project Requirement Appendix 4 Draft CA	Dredging	Please clarify the Area or battery limit for dredging, which will be under Concessionaire scope of work.	Provision in the DCA document holds good

Sl. No.	Page No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/Clarifications by VPT	Clarifications by VPT
234	31	Section 6 Alternative 5 TEFR	"The road to be routed via the road from Sea Horse Junction and the road in front of Port's traffic managers office" and "New railway sidings and cargo stack areas are to be developed in the remaining area to compensate the loss of east yard cargo dump area".	Do they form the part of Concessionaire's scope?.	No. They do not form the part of Concessionaire's scope
235	32	Section 6 Alternative 5 TEFR	Conveyor Route	Is the SL channel presently used for navigation? If so, what should be the clear height to be kept for conveyor gallery at crossing point?	No. SL channel presently is not used for navigation
236	15	Section 3 & Site Information TEFR	Soil Data	Please provide additional bore hole details at the east coal dump area.	Refer sl.no.189.
237	4	Executive Summary TEFR	Sl.No.10-Operations at GCB can be reasonably continued during major part of construction.	Please clarify	Refer sl.no.165

Sl. No.	Page No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/Clarifications by VPT	Clarifications by VPT
238				Resistivity of the Soil is required.	Refer sl.no.205.
239				Existing Plant SLD is Required.	Refer sl.no.165 and 205.
240				Please provide copy of the environment Clearance so that the scope of work is known to the bidder for bidding.	Refer sl.no.201.
241				Layout Drawing for GCB Area is required.	Refer sl.no.203.
242				Whether the typical soil data provided (Drawing No.IPA / VPT / 6CB /03) in RFP belongs to the GCB location. Kindly intimate the location of this borehole in the outer harbor and distance from the GCB.	Already clarified, however, the Provision in the TEFR document holds good
243				Whether the soil in front of existing GCB in between (-) 16.5m CD and (-) 20.0m CD (proposed dredging) is similar as indicated in typical soil data provided in RFP. If any probable variation is there kindly intimate to help us in estimating the quality and quantity of dredging material as well as in methodology fixing.	Already clarified, however, the Provision in the TEFR document holds good
244				The typical soil data starts from (-) 4.0m CD. What is the soil type from (+) 4.0m CD to (-) 4.0m CD in immediate back-up yard behind existing GCB. Please provide sub-soil investigation report for this immediate back-up area can be made available.	Already clarified, however, the Provision in the TEFR document holds good
245				What is the typical soil profile along the proposed conveyor route? Whether the soil profile along the conveyor route is consistent or varies along the route? Please provide sub-soil investigation report along the conveyor route can be made available.	Already clarified, however, the Provision in the TEFR document holds good
246				What is the typical soil profile at the proposed cargo storage area (Alternative-5) Please provide sub-soil investigation report for this storage area can be made available.	Already clarified, however, the Provision in the TEFR document holds good

Sl. No.	Page No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/Clarifications by VPT	Clarifications by VPT
247				Please provide the basis for the 1(V)1.1(H) rock slope considered below existing GCB (as shown in RFP drawing) as the slope seems to be very much steep from stability point of view? This is a major concern in case of extending the berth in front to restrict the slope from sliding while dredging. Whether the details (size of stones etc) of this slope pitching can be made available.	Already clarified, however, the Provision in the TEFR document holds good
248				We understand the Sl.No.3 “Soil stabilization and Strengthening of Rock Bund” in cost abstract (for both the alternatives) in appendix-7.01 indicates only towards the proposed cement grouting for stability of reclamation fill. Will this scheme be effective? Requested to provide the details of scheme to access the suitability.	Already clarified, however, the Provision in the TEFR document holds good
249				Whether any ground improvement requirement is anticipated (as no soil data for this area is included in the RFP) in the proposed storage area.	Already clarified, however, the Provision in the TEFR document holds good
250				Please provide, further detailed soil investigation data (including laboratory test results) can be made available.	Already clarified, however, the Provision in the TEFR document holds good
251				Please provide the sub-soil investigation report for the existing GCB for further detailed and accurate picture.	Already clarified, however, the Provision in the TEFR document holds good
				(A) Up gradation of Berth	
252				Please provide details design calculation and As Built Drawing of existing General Cargo Berth its backup yard and slope protection work.	Already clarified, however, the Provision in the TEFR document holds good

Sl. No.	Page No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/Clarifications by VPT	Clarifications by VPT
253				<p>Please provide following details for the rock bund:</p> <ol style="list-style-type: none"> a. What is the design concept of rock bund ? Whether it is designed as breakwater or as earth retaining structure or as both. b. What is the design current velocity and wave height taken for harbor side rock bund? c. How the toe of the rock bund is protected. Is there any toe filter. d. In section-4.1 of capital TEF report, the harbor side slope of the rock bund is given as 1:1.25 where as in the drawing it is given as 1:1.0 please clarify. e. What is the factor of safety considered in the design of rock bund ? f. What is the minimum size of core stones in the rock bund ? g. What is the surcharge load considered immediately behind the berth? 	Enclosed herewith vide Annexure VII.
254				How the new berth shall be integrated? Either by mechanical equipment or by exposing the reinforcement and integrating through concreting. Please provide detail methodology if any designed by the port authority.	The new structure is proposed to be integrated with the existing berth as detailed in the TEF. However, the Concessionaire can establish an alternative scheme duly complying with the Provision of DCA.

Sl. No.	Page No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/Clarifications by VPT	Clarifications by VPT
255				Every structure had its own natural frequency based on the rigidity, which might be different for existing GCB jetty and the new extension. If new extension is connected structurally to the existing one both the structure might behave differently specifically in case of earthquake. Please clarify.	To be complied as per the standards in the detailed designs as per the Provision of DCA.
				(B) Material Handling System	
256				In case any additional land or ROW is required, can port authority permit for the same?	Yes, subject to the Provision of DCA.
257				As many structures are fouling with the allocated land and also to do the basic engineering and preparation of layout drawing. Auto CAD copy of allocated land with clear demarcation of all temporary and permanent structures within that area is required. Request to provide the soft copy of drawing in AutoCAD format including existing and proposed development.	Refer Sl.No.203.
258				Please specify conveyor elevation requirement for rail and road crossing, or any other area where min elevation is required in the route of conveyor corridor.	To be constructed as per the standards.
259				Can bidder increase the stockpile height with necessary compaction?	Yes, subject to compliance of design standards & environmental pollution levels.
260				A perimeter wall is mentioned in executive summary. Please clarify that it is in scope of concessionaire or port authority?	Perimeter wall mentioned in executive summary is in the scope of the Concessioning Authority.
261				Ground improvement is required for the stockyard and Stacker, reclaimer foundations by providing vertical drains. The implementation schedule provided would not be match as this process is time consummating.	Refer Sl.No.144.

Sl. No.	Page No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/Clarifications by VPT	Clarifications by VPT
262				In the civil estimates (Appendix 11.02 Sr.No.15), a railway bridge across S.L. canal is considered. Is it in the scope of concessionaire? If yes, please provide location drawing and detail of S.L. canal including hydraulic and levels and details design basis of Railway Bridge.	Already clarified, however, the Provision in the TEFR document holds good
263				Fire Fighting System is not mentioned. Please provide the detail requirements.	Refer Appendix-4,Annexure for Fire Fighting System standards and requirements.
264				Please clarify the bidder's and authority's scope for the development the railway facility.	Please refer the Provision enlisted in TEFR. A copy of the plan is enclosed herewith.
265				Please provide AutoCAD drawing showing the rail and road network within the present port boundary and also for the proposed expansion work.	Refer sl.no.206.
266				It is presumed that all necessary clearances for railway will be taken by port authority.	Yes
				(E) Road Engineering	
267				In the civil estimates (Appendix 11.02 Sr.No.12), Road length of 5 km taken in costing (for Alt-5). Please provide alignment drawing, cross section, levels etc., Please specify type of pavement also.	Refer sl.no.198.
268				Please provide details of existing road network (including crust details) along with AutoCAD drawing. Please provide details if there is any specific utility requirement along the road and any particular utility crossing location across the road.	Refer sl.no.206.

Sl. No.	Page No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/Clarifications by VPT	Clarifications by VPT
269				Please clarify requirement of security gate etc along with location details.	Please refer Sl. No. 205. The Concessionaire shall plan the required security gates at the appropriate locations duly obtaining the approval of Concessioning Authority.
270				Please provide detailed requirement of parking space including location marked on AutoCAD drawing, also capacity to be provided.	Refer Sl.No.206.
				(G) Water Supply	
271				Please specify the spare quantity and location of source from where water supply will be provided for portable, fire fighting and dust separation. Please specify the charges if any.	The relevant clause in DCA 7.2 Utilities and Services holds good.
				(H)Sewerage System	
272				Please provide location of Sewage Treatment plant for disposal of sewage using browser. Is septic tank with soak pit allowed with soak pit allowed for buildings.	Sewage Treatment plant (STP) is not contemplated in the project. However, Concessionaire can plan sewage treatment with soak pit.
273				Please provide details of existing water supply, sewerage and storm water drainage system along with the drawing in Auto-CAD format.	The plans regarding existing water supply, sewage and storm water drainage system relevant to the project site is enclosed herewith vide Annexure I.
274				Corridor for disposal of storm water beyond the backup yard boundary up to the disposal point at sea/ common drain, if any may please be provided.	Concessionaire shall be permitted to dispose drains behind the boundary / backup yard as per plan enclosed vide Annexure I.
				(M) General Points	
275				Parameter wall is considered in the cost estimate (Appendix-11.02) Please provide details available for the same. Please provide the location plan for the same.	Refer sl.no.206.

Sl. No.	Page No.	Clause No.	Contents of the Clause	Queries / Comments & Suggestions with relevant reasons/Clarifications by VPT	Clarifications by VPT
276				Please provide details of any hydraulic modeling studies conducted by the port authority in the port area.	No such details are available with Concessioneing Authority.
277				Please provide tide, wave and current studies already available with the port authority in context with GCB and outer harbor.	Please refer Sl.No. 205.
				(D) Civil works in the Back-up yard	
278				Please provide Auto-CAD drawing of the plant layout in global co-ordinate system.	Refer Sl. No. 205
279				Please clarify that Necessary road flyover, rerouting of road via the road from the sea horses junction and the road in front of Port's Traffic Manager's office is in the scope of concessionaire or port authority? (Reference on page No.31, Para6.13)	It is in the scope of the Concessioneing Authority.
280				It is presumed that removal of existing buildings and establishment from the project area is in the scope of port authority. Please provide schedule of handing over the yard after removal of all the establishment including Warehouse. A and necessary revamping of the East of the East Yard railway lines.	Yes. Removal is in the scope of Concessioneing Authority. As per Alternative – 5, land proposed to be allotted to Concessioneire does not include the warehouse.
281				Please indicate the span of the conveyor bridge over S.L. canal.	The Over Head conveyor to be installed across the SL canal shall be of 30 meters. However, the Concessioneire has to design according the requirement.
282				Are the elevated conveyor galleries to be covered or open?	Elevated conveyor galleries shall be covered.
283				ACC sheets are proposed for roofing and cladding in transfer tower and drive house. Can galvalume sheeting be used instead of ACC sheet roofing and cladding in transfer houses and drive house?	Yes. The concessioneire can decide according to requirement.
284				Please provide the latest Topography and Bathymetry survey in Auto-CAD drawing.	Refer Sl. No. 206 & 207.
285				Please confirm if the site shall be handed over free of all encumbrances including existing structure, utilities etc.,	Refer TEFR.

Sl. No.	Page No.	Clause No.	Contents of the Clause	Queries / Comments & Suggestions with relevant reasons/Clarifications by VPT	Clarifications by VPT
286		General		As is understood from the Draft Concession agreement and the TEFR, a new berth front of about 18.0 m width is proposed to be constructed seaward of existing General Cargo Berth and joined to the existing berth as part of the BOT project. In view of the fact that most gantry ship unloaders have an ideal span of 20.0 meters; It is requested if the Port can consider construction of new berth front of 21.0 m width instead of the proposed 18.0 meters width so that the entire vertical load of the machinery comes on the new structure.	New berth front of 21.0 m accepted.
287		General		It is understood during the last pre-bid meeting held at VPT that the Port is in possession of an operational plan for keeping GCB partially working during the construction phase. The port is herewith requested to share the same for our better understanding and planning.	Refer Sl. No. 165.
288		General		As offered by the VPT, we request the VPT to share the structural drawings, information and design calculations of the existing GCB and the sub-soil / geo-technical survey reports of GCB to East Yard Dumps with us.	Refer SIno. 209

Sl. No.	Page No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/remarks	Remarks
289		General	Right to use the waterfront area at the berth side	During the construction phase, the Concessionaire will have to do substantial work at the water base along side the berth. We request VPT to offer absolute freedom to the Concessionaire to carry out construction activity at the berth, without affecting port operations.	Refer Sl.No.165
290		General	Railway System	Please let us know the battery limits of the Concessionaire to construct and operate its railway system. What is the distance between the Marshelling yard and the Storage yard and how much time does it require for the movement of a rake between these two locations.	<ol style="list-style-type: none"> 1. The limits are shown in the drawing. 2. Distance is about 6 kms. 3. It requires 45 minutes to one hour for the movement of the rake.
291		General	Railway System	Considering the turnaround time necessary to be maintained to achieve desired cargo level, we propose that the Storage yard shall be provided with a Dedicated rail corridor to ease out the operations at yard, in turn having the optimum utilization of the Project Facilities. We also suggest that the Concessionaire shall be allowed to own 2 locomotives to move the rakes from the main line to the stabling line. We also suggest that the same cost shall be considered in the Project cost while deciding the Tariff upfront. The Project envisages multiple stabling lines to be in place to continue with uninterrupted operations of the Wagon Loading system. Please advice.	<ol style="list-style-type: none"> 1. Double line (twin single line) from R&D yard is proposed for both VPT & concessionaire, which is under progress. 2. The Concessionaire shall be allowed to own two Locomotives for the Movement of the rakes with all manpower. 3. No stabling lines are required as the load trains could be shuttled directly from loading point to despatch yard.

Sl. No.	Page No.	Clause No.	Contents of the Clause	Queries/Comments & Suggestions with relevant reasons/remarks	Remarks
292		General	Railway Concession Scheme	We presume that the "Engine on Weigh scheme" Prevailing at V.P.T will be applicable to this Project also and the Concessionaire will be allowed to earn the returns for efficient performance. Please confirm.	Engine on Load Scheme can also be availed for this project and the concerned will get the concessions / benefits in the freight as applicable.
293		General	Railway Siding Agreement	We request you to share with us the Commercial terms of the Railway Siding Agreement entered into between VPT and Railways.	A separate Railway siding agreement is to be entered with VPT as per the proforma in force.

-End of Report-