

DEVELOPMENT OF SEA PORT AT TADADI

Responses to Queries of Applicants

The queries received from the Applicants have been broadly classified into the following 2 sections:

SECTION 1: Queries & responses pertaining to the RFQ document

SECTION 2: Technical & other queries to be answered at the Bid Stage

SECTION 1: Queries & responses pertaining to the RFQ document

S. No	Clause	Queries	Responses / Clarifications
1.	1.2	<p>At the end of the this stage, the Authority expects to announce a short-list of up to 6 suitable pre-qualified Applicants who shall be eligible for participation in second stage of the Bidding Process (Section 1.2.1). The ministry of shipping recently removed the cap on shortlist and now the Authority can short list more than 6 applicants. We request KSIIDC to remove this cap so that the bidding guidelines will be complying with the other maritime infrastructure development bids' guidelines.</p> <p>Being a challenging project, the government should not reduce the number of bidders during the RFP stage.</p>	The clause remains unchanged.
2.	1.2.1	<p>It is requested that the cost of the RFQ process be reduced significantly. The intent of the Applicants will be to submit applications for RFQ qualifications however the shortlisting is only limited to 6 bidders and therefore such high cost of RFQ from all participants should not be considered.</p> <p>Applicant shall pay to the Authority a sum of Rs.3 lakhs as cost of the RFQ process. Do we need to pay any additional amount for delivery fees?</p> <p>The cost of the RFQ and RFP documents is stated to be Rs 300,000 and Rs 500,000 respectively. Such a cost is very high – in fact in a recent RFQ conducted in a Major Port in Feb 2010 the cost of the RFQ was Rs 60,000 and Rs 120,000 for the RFP document. KSIIDC should reduce the cost of this tender document to similar levels.</p>	The clause remains unchanged.
3.	1.2.8	<p>The Term "Highest Bidder" shall mean the bidder who is offering the highest premium, and where no bidder is offering a premium, the Bidder seeking the lowest Grant shall be the Highest Bidder. Please provide us the information for selecting a bidder during receiving both offers for the proposed project.</p> <p>A Bidder may, instead of seeking a Grant, offer to pay a premium in the form of revenue share and/ or upfront payment, as the case may be, (the "Premium") to the Authority for award of the concession. The concession period shall be pre-determined, and will be indicated in the draft Concession Agreement forming part of the Bidding Documents. (Section 1.2.8). It is not clear what the bid parameters are? Is it an upfront</p>	<p>It is clarified that the Bidder offering the highest premium to the Authority for the Project would be the "Highest Bidder".</p> <p>The bid parameter would be provided in the RFP document.</p>

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		<p>premium which could be a onetime payment or the revenue share which is yearly payment throughout the entire concession period? In the next sentences, the bid document mentions Premium or lowest Grant.</p> <p>Please clarify whether the bid parameter is an upfront premium or revenue share?</p>	
4.	1.3	It is requested that the Application Due Date be extended by adequate time (atleast 4 weeks) from the date of issuance of reply to queries / amendments by the Authority / Nodal Agency to enable the Applicants to arrange the various data / information and certificates in the desired formats.	It is clarified that the Application Due Date would be 8 weeks from the date of issue of all responses. Applications would need to be submitted in accordance with Clause 2.14 of the RFQ document.
5.	1.3	What are the timelines for the bidding that the government is planning to come up with?	<p>The indicative timelines for the bidding process is as follows:</p> <p>Application Due Date : 8 weeks from posting of all responses to queries on the website of KSIIDC</p> <p>Announcement of shortlisted Applicants : 2 months from the Application Due Date</p> <p>Issue of RFP Document : January 2011</p>
6.	2.2.1 (d)	<p>It may be noted that the Applicant should be liable for disqualification if the Authority's Legal, Financial and Technical Advisors in relation to the Project are engaged by the Applicant.</p> <p>Request you to kindly provide the names of the advisors engaged by the Authority for the Project</p>	<p>KSIIDC has appointed the following Consultants for the Project:</p> <p>Project Transaction Advisor (including Financial Consultant) Infrastructure Development Corporation (Karnataka) Limited</p> <p>Technical Consultant for preparation of DPR The Technical Consultant engaged for preparation of DPR shall be posted on the website www.ksiidc.com by 31st August, 2010.</p> <p>Environmental Consultant for EIA & CRZ Studies National Environmental Engineering Research Institute (NEERI). Further NEERI, has engaged National Institute of Oceanography (NIO).</p>
7.	Clause VII & 2.2.6 – P9 & P62	<p>As per the Government Order No.IDD/78/ITS/2009 Bangalore dated 09/12/2009 the government proposes to hold 26% stake in the SPV through VADA, KPCL, NMDC or any other GOI/Government PSUs.</p> <p>Does this mean that the Private company (either in capacity of a Sole Bidder or a Consortium) is left with 74% of the paid up and subscribed equity capital in the SPV?</p> <p>And in case of a Consortium does it mean that the internal shareholding</p>	The query would be replied by 31 st August, 2010 and the response shall be posted on the website www.ksiidc.com .

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		<p>of consortium members will be out of the remaining 74% of the paid up and subscribed equity capital?</p> <p>In that case is the lead member or for that matter any member whose experience is to be included for qualification need to hold 26% of the total equity available to the Private Consortium (i.e.74%) Or 26% of the total equity available to the SPV (i.e.100%)?</p> <p>Please clarify and confirm the above three aspects of equity holding. What is the role of the government in governing the port Would Government be willing to take an equity stake or a seat on the board?</p>	
8.		<p>We would like to know whether the 26% equity from the Govt. and PSU units is in the form of 1819 acres. If not, in which form the land will be handed over to the developer?</p>	<p>The query would be replied by 31st August, 2010 and the response shall be posted on the website www.ksiidc.com.</p>
9.	2.2.2 (A)	<p>As per the clause 2.2.2 (A) about the Technical Capacity the Desired Experience of Rs.4,500 crores on PPP basis is very stringent and extremely high. Considering the size of proposed project, it is not desirable that experience on PPP basis should be at such a high level and we feel that it should be relaxed/removed to allow more and more operators to participate in the bidding and the sum of experience may also be reduced.</p> <p>It may be noted that the threshold technical capacity of Rs.45,000 million is significantly higher than the project cost of Rs.30,000 million. We request you to lower the threshold technical capacity to at least the value of the project cost i.e., Rs.30,000 million.</p>	<p>The clause remains unchanged.</p>
10.	2.2.2(A)	<p>The technical criterion has been set at Rs.4500 crores i.e. 1.5 times the project cost with a threshold capital cost of the project of Rs.300 crores. We suggest that the technical criterion be reduced to Rs.3000 crores i.e., equivalent to the project cost and threshold capital cost of each Eligible Project be reduced to Rs.100 crores. Please note that technical criteria equivalent to the Project Cost is a norm in PPP space in other infrastructure segments.</p>	
11.		<p>At RFQ stage, the short listing of applicants should be based on Technical and Financial Capacity of the Applicant, rather than Port experience</p> <p>An Infrastructure player can build Port successfully by getting port experience construction contractors and world renowned consultants. The</p>	

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		<p>restriction of Technical capacity experience of Port project need to be waived. As such qualification criteria of Technical and Financial capacity (without Port experience) may be increased.</p> <p>With no specifications available about the Technical feasibility studies, it is not possible to engage with a serious partner who is technically capable and will be capable of developing inspite of any adversities which might come up. It would be suitable if the nodal body can take a decision to waive the restriction of technical experience in port sector. In lieu of this, the nodal body may decide to increase the qualification criteria by a certain extent.</p>	
12.	2.2.2 (A)	Experience over the past 10 (ten) years would include projects started and completed in the last 10 years, started earlier but completed in the last 10 years and started but not completed in last 10 years. Please confirm.	The provisions of Clause 3.2.3 and 2.2.2 shall apply.
13.	2.2.2 (A)	<p>We note that KSIIDC has adopted the Model RFQ Document which is also used by other Major Ports in India for the RFQ purpose. The subject clause requires applicants to demonstrate Technical Experience over the past 10 financial years – we wish to bring to your notice that even in the case of several RFQs for projects which are of similar or larger size (both in scope and project cost) conducted by Major Ports over the past 2-3 years, bidders were required to demonstrate Technical Capacity over the past 5 financial years. We therefore request KSIIDC to seek Technical Capacity eligibility over past 5 financial years and not past 10 financial years.</p> <p>(Accordingly the reference to '10 years in Clauses 2.2.12, 3.4.1 and 3.4.2 and Instruction 1 on page 38 and Instruction 6 on page 40 will also need to be amended)</p>	The Clause remains unchanged.
14.	2.2.2 (B) Page 38 Point 2	Clause 2.2.2 B (Financial Capacity) does not require any information on Net Cash Accrual. Hence, it is not clear why Instruction 2 on page 38 refers to Net Cash Accrual? Instruction 2 may please be deleted.	It is clarified that Instruction 2 of Appendix I Annex-III of the RFQ document, pertaining to Net Cash Accrual is deleted.
15.	2.2.3	Please advise if an individual Applicant who does not have the relevant O&M experience needs to submit the O&M undertaking at the RFQ stage itself?	The O&M undertaking is required to be submitted at the RFQ Stage.
16.	2.2.3	Kindly confirm that in the case of an individual Applicant (e.g. a global port operator) having the necessary O&M experience (itself or through its Associates) of operating, managing ports and terminals it is not necessary for such an individual Applicant to produce any documentary evidence in support of such O&M experience?	It is clarified that supporting documents either from the Statutory Auditor or the Client must be furnished to substantiate the claim made by the Applicant for fulfilling the O&M experience criteria.

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17.	2.2.3	We understand that the O&M experience of 5 years means a continuous experience in Category 1 projects in the immediate preceding 5 years? Please clarify.	Provisions of Clause 2.2.3 shall apply.
18.	2.2.3	For the purpose of demonstrating '...O&M of Category 1 projects' of an aggregate cost of Rs 1500 crores (on its own or through its Associates) (re. the 6 th line of Clause 2.2.3) please confirm that such O&M experience (of an aggregate cost of Rs 1500 crores) can be demonstrated either through just 1 eligible project or a number of projects.	It is clarified that the aggregate project cost of Category 1 projects for which the Applicant demonstrates O&M experience would be considered for evaluation.
19.	2.2.3	The provisions in this clause allow the Applicant to undertake O&M through an entity having equivalent experience. Kindly provide a format for the undertaking to be submitted along with the application. In many other BOT port projects, a similar format was provided by the Port Trusts.	An undertaking format for entering into an Agreement with the O&M operator is provided in Annexure 2.
20.	2.2.3	At what stage, agreement with O&M operator will be required? Please clarify the same with reference to clause 2.2.3.	The agreement with the O&M Operator is required to be submitted before the Commercial Operations Date (COD) of the Project.
21.	2.2.3	As per the mentioned clause, a Single Entity Applicant can submit an undertaking to enter into an agreement to entrust its O&M obligations, in case it do not have the O&M experience, with the entity having the requisite experience. Please confirm that if the Applicant is a Consortium, it can also submit the undertaking to the same effect, if the Consortium does not have the O&M experience.	Yes. As per Clause 2.2.3, in the event the Applicant does not have such experience, it should furnish an undertaking that if selected to undertake the Project, it shall for a period of at least 5 (five) years from the date of commercial operation of the Project, enter into an agreement for entrusting its operation & maintenance (O&M) obligations to an entity having the aforesaid experience, failing which the Concession Agreement shall be liable to termination
22.	2.2.3	In case our Consortium submits the RFQ with the O&M undertaking and emerges as the Preferred Bidder, please clarify if the Entity to whom the O&M obligations will be entrusted needs to take 10% equity stake in the SPV.	No, the entity having the O&M experience need not have 10% equity stake in the SPV.
23.	2.2.3	Please clarify that an O&M operator that has the requisite operation and maintenance experience in the Port Sector projects given in para 3.2.1 of RFQ but does not have 26% in the company as per 3.2.3 (b) can qualify as an O&M Operator. For example, an O&M operator that provides O&M services to various terminals for more than 5 years but does not have any equity shareholding in the terminals can qualify if the aggregate project cost of more than Rs.15,000 million.	The entity having the O&M experience need not have 26% equity stake in a company implementing a project, for evaluation of O&M experience.
24.	2.2.3	It may be noted that most of the major Ports / Terminals across the globe have been commissioned decades ago. Subsequently, the Concessionaire / Port Company made significant capital investments in the Port / Terminal for the augmentation / modernization of the facility. It is requested that as per clause no. 3.2.3 I the capital cost of the Project to be considered for the evaluation should be the cost as on commissioning	The query would be replied by 31 st August, 2010 and the response shall be posted on the website www.ksiidc.com.

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		plus the capital investment made subsequent to commissioning of the project.	
25.	2.2.3	<p>It has been mentioned that "The Applicant shall, in the case of a Consortium, include a Member who shall subscribe and continue to hold at least 10% (ten per cent) of the subscribed and paid up equity of the SPV for a period of 5 (five) years from the date of commercial operation of the Project, and has either by itself or through its Associate, experience of 5 (five) years or more in operation and maintenance (O&M) of Category 1 projects specified in Clause 3.2.1, with an aggregate capital cost equal to Rs.15,000 million."</p> <p>It is our understanding that in the absence of the Consortium having a member with the above mentioned experience, the Consortium can submit an Undertaking that the Consortium shall enter into an operation & maintenance (O&M) agreement with an entity having equivalent experience for a period of at least 5 (five) years from the date of commercial operation of the Project. Please clarify.</p> <p>Further, in the event the Consortium submits an undertaking as for entering into agreement for O&M, we understand that the O&M contractor shall not be required to have a shareholding of 10% in the SPV. Please confirm.</p>	<p>It is clarified that if the entity having the required O&M experience is a member of the Consortium, it would need to hold at least 10% (ten percent) of the subscribed and paid up equity of the SPV for a period of 5 (five) years from the date of commercial operation of the Project.</p> <p>In case the Consortium does not have an entity having the O&M experience, the Consortium would need to submit an undertaking to enter into an agreement with an O&M entity.</p>
26.	2.2.10 (d)	<p>It has been mentioned that "each member of the Consortium should substantially satisfy the pre-qualification requirements to the extent specified herein."</p> <p>It is our understanding that the pre-qualification requirement referred in this para pertains to the conditions specified in para 2.2.1 and not the technical and financial capabilities. Please confirm.</p>	It is clarified that the pre-qualification requirement referred in Clause 2.2.10 (d) refer to Clause 2.2.1 and not the Technical and Financial Capacities.
27.	2.2.4	Please confirm if the certified true copy of the original certificate from statutory auditor or client as required by the conditions of the RFQ will be acceptable.	Yes, copies may be submitted. However, such true copies would need to be certified by either a Statutory Auditor or be notarized.
28.	2.2.4 (i)	In the 4 th line of this sub-clause (i) it states that 'In case a particular job/contract has been jointly executed by the Applicant as part of a consortium, he should further support his claim for the share in work done for that particular job/contract by producing a certificate from its statutory auditor or the client.' Please confirm this applies only to payments made or payments received for construction projects as covered in 2.2.2. (A) (i) – this is also the stand taken by Major Ports in respect of RFQs in the past 2-3 years.	It is clarified that the clause pertains to payments made or payments received for construction projects as described in Clause 2.2.2 (A) (i).

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29.	2.2.12, 3.4.1	Since, application date (30 th June 2010) falls exactly after 3 months of the closing of the latest financial year, whether 2009-10 can be considered as the latest financial year for all information and certification with reference to the 10 (ten) years or 1 (one) year, as the case may be.	Provisions of Clauses 3.4.1 and 3.4.2 shall apply.
30.	2.12.2	It is our understanding that the soft copy of the Application shall include the Appendix I to IV and Annex I to V. The Annual Reports and Memorandum and Articles of Association of the Applicants are not required in the soft copy. Please confirm.	It is clarified that the Annual Reports and Memorandum and Articles of Association of the Applicants are not required in soft copy and the same would need to be submitted as a hard copy with the Application.
31.	2.13.2 (v)	Whether Memorandum and Articles of Association of Associates also to be submitted?	Yes, for each member of the Consortium.
32.	2.13.2 (vi)	As per clause 3.4.1, the bidder shall submit audited Annual reports for last 10 financial years. Is it required to submit audited balance sheet and profit and loss account for the preceding five years additionally?	It is clarified that the Applicant shall submit annual reports comprising audited balance sheet and profit and loss account for the last 10 financial years with its Application.
33.	2.17.8	<p>It has been mentioned that in the event, that the Authority rejects the Applicant's claim for an Eligible Project as incorrect and erroneous, the same shall be excluded from computation of Eligible Score.</p> <p>However, it has also been mentioned that the Authority while computing the aggregate Experience Score of the Applicant, "make further deduction equivalent to the claim rejected."</p> <p>Please clarify, if double deduction of the claim considered as incorrect / erroneous be undertaken by the Authority. It may be noted that the understanding of the provisions of the eligible projects and the RFQ conditions may at some occasion by the Applicant and the Authority may differ. In such a case, if an error is perceived by the Authority, double deduction of the score should not be undertaken.</p>	The provisions of Clause 2.17.8 which are self explanatory, shall apply.
34.	2.17.8	<p>It is accepted that any information that is provided by the Applicant must be correct and factual. However evaluation of the information that is submitted as part of the RFQ for a particular project is undertaken by a consultant appointed by the Authority – the consultant that is evaluating the submitted RFQ information may draw his conclusion based on his individual interpretation of the information placed before him.</p> <p>Hence, in the interest of transparency and accurate evaluation of the RFQ it is recommended that the Authority/their consultant be required to mandatorily seek written clarifications from the Applicant on the information and not to arbitrarily disregard any information provided by the Applicant in his RFQ submission.</p>	It is clarified that the evaluation process would be undertaken as per the RFQ document. The Authority may in its sole discretion request for clarifications from the Applicants where doubt / ambiguity exists in the information submitted in the Application.
35.	2.19.1 (c)	Please confirm that 'bound together in hard cover' expressly excludes any other forms of binding e.g. spiral, comb binding etc. of the	It is clarified that 'bound together in hard cover' includes hard bound, spiral bound, comb bound, etc. However applications received as loose

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		Application.	sheets will not be considered for evaluation.
36.	2.19.1 (g)	<p>This sub-clause states that any information furnished by the Applicant which is incomplete or submitted in formats other than specified by the Model RFQ is liable to be excluded when evaluating the Experience Score of the Applicant.</p> <p>In practice it may not be possible for an Applicant to obtain an auditor's certificates in the prescribed format from each location – in their preparation of certificates, auditor's rely on their findings arrived at from their own procedures and these procedures are based on requirements laid out by various international and local standards of accounting as applicable for the particular location from where the certificate is being sought. Hence, in such a case the certificates being issued may not be in the exact format that is required by the RFQ document – even though it will contain the necessary information that is required by the Applicant for the purpose of calculating the Experience Score.</p> <p>It is therefore recommended that this clause be suitably amended to reflect the intent that even though the auditor's certificate that is furnished by the Applicant may not be in the format specified by the RFQ document however so long as it contains the necessary information as required by the format and such information is available on the face of the certificate without requiring any judgment or interpretation on part of the Authority, then the certificate should be accepted and the project considered for the purpose of the Experience Score of the Applicant.</p>	<p>While providing details of Eligible Projects, the Applicant could submit</p> <ul style="list-style-type: none"> • Certificates from the Applicant's statutory auditor, or • Certificates from Clients, or • Certificates from both Client and statutory auditor, such that when read together all the information required is accordance with the RFQ document is available <p>While the format provided in the RFQ document is only for guidance, the Applicant must ensure all the information requested therein is provided and duly certified.</p>
37.	2.19.1 (h)	Can we submit Bank Guarantee in place of demand draft for Rs. 3 lakhs?	To be submitted only as a Demand Draft as per Clause 2.19.1(h).
38.	3.2.1	<p>Please clarify if Off-Shore Transshipment Terminals / Transshippers and Lighterage Operations are considered eligible under Port Sector since these directly involve cargo handling.</p> <p>As per this clause, sea ports sector includes ports, berths and jetties. Ports sector would also include marine structures, on-shore and off-shore terminals, quays, cargo handling system, bulk/ liquid material handling system, port based terminal facilities, CFS/ ICDs, storage tanks/ tank farms, conveyors, pipelines, warehousing, etc. In recently floated RFQs for port projects, all these structures were included in port sector. Please clarify.</p>	The query would be replied by 31 st August, 2010 and the response shall be posted on the website www.ksiidc.com .
39.	3.2.1	<p>Technical Capacity – Core sector</p> <p>Real Estate Development would also include Hotels, Entertainment Parks, SEZ, Retail Complexes, Information Technology parks, Exhibition Centres</p>	Please refer Clause 3.2.1(ii) for definition of core sector.

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		etc. Please confirm. This was allowed in other RFQ floated by Major Port Trusts like Chennai, Kandla, Vizag, Mormugao, Tuticorin etc.	
40.	3.2.1	Please confirm whether Oil platform onshore and offshore to be taken in category 3 or category 4.	The query would be replied by 31 st August, 2010 and the response shall be posted on the website www.ksiidc.com.
41.	3.2.1	It is our understanding that for the purpose of Eligible projects, pipelines carrying POL either onshore or offshore from or to the ships berthed in the Port or SBMs shall come under Port sector. All other pipeline projects shall be under Core sector. Please confirm.	The query would be replied by 31 st August, 2010 and the response shall be posted on the website www.ksiidc.com.
42.	3.2.3	Sub-clause I: Please confirm that 'capital cost' means the total cost incurred on the project (and if the project is developed in phases then the total cost incurred over all phases) i.e. civil construction costs, cost of plant and machinery, cost of miscellaneous fixed assets, preliminary and pre-op expenses, interest during construction etc), incurred for constructing the project facilities and for providing services to the customer (excluding the cost of land).	It is clarified that "capital cost" mentioned in Clause 3.2.3 of the RFQ document means Landed Project Cost excluding the cost of land.
43.	3.2.3	A company 'A' acts as a Manager (for construction of the project & operations) as per a management agreement with a concessionaire company (SPV). The company 'A' holds less than 26% of the shareholding. Can the company 'A' consider the above project as an Eligible Project?	No. As per clause 3.2.3 of the RFQ document for a project to qualify as an Eligible Project under categories 1 & 2, the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six per cent) equity during the entire year for which Eligible Experience is being claimed.
44.	3.2.3	Please confirm that an Associate of the Applicant can be the entity claiming the Eligible Experience in terms of Clause 3.2.3 (b)?	Yes. As per Clause 2.2.9 of the RFQ document, in computing the Technical Capacity and Net Worth of the Applicant / consortium members under Clauses 2.2.2, 2.2.4 and 3.2, the Technical Capacity and Net Worth of their respective Associates would also be considered.
45.	3.2.3	<p>A company 'B' is operating as an O&M contractor and has been managing and operating a container terminal for more than 5 years at an agreed fee. The company 'B' did not invest in any of the infrastructures of the terminal. However, the company 'B' has invested in terminal equipment, the investment of which would be more than 300 crores. The value of the other infrastructure of the container terminal will be more than 300 crores.</p> <p>Please confirm whether company 'B' can consider the revenues earned from the above O&M contract as payment received from operations from Category 1?</p> <p>Also can the above project be considered for purpose of O & M experience?</p>	<p>The Project could be considered for evaluation of O&M experience if it meets the Project Cost criteria as specified in Clause 2.2.3.</p> <p>However, for the Project to be considered under Category 1, it would need to fulfill the criteria of an Eligible Project as per Clause 3.2.3.</p>

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46.	3.2.3 (b)	<p>It is our understanding that entity claiming experience should have held, in the company owning the Eligible Project, a minimum 26% equity during any of the last five years. The experience of only those years during which the equity holding was more than 26% shall be considered for evaluation.</p> <p>eg: Applicant held the following equity for in the company owning the Eligible Project.</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Equity in Project Co.</th> </tr> </thead> <tbody> <tr> <td>2008-09</td> <td>10%</td> </tr> <tr> <td>2007-08</td> <td>25%</td> </tr> <tr> <td>2006-07</td> <td>49%</td> </tr> <tr> <td>2005-06</td> <td>49%</td> </tr> <tr> <td>2004-05</td> <td>49%</td> </tr> </tbody> </table> <p>It is our understanding that the Applicant can claim the experience of the financial years 2004-05, 2005-06 and 2006-07 (only those years in which it should have atleast 26% equity in the project company owning the Eligible Project). Please confirm.</p>	Year	Equity in Project Co.	2008-09	10%	2007-08	25%	2006-07	49%	2005-06	49%	2004-05	49%	<p>It is clarified that as per Clause 3.2.3 (b), the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six per cent) equity during the entire financial year for which eligible experience is claimed.</p>
Year	Equity in Project Co.														
2008-09	10%														
2007-08	25%														
2006-07	49%														
2005-06	49%														
2004-05	49%														
47.	3.2.3 (d)	<p>This being a Port sector project, revenues from Petroleum and Natural Gas will not be considered irrespective of whether it is through refining or trading. In the recently floated tenders it was not allowed to be included. Please confirm.</p> <p>Please confirm that revenues from shipping activities, shipbuilding/ship repair, shipping companies, shipping lines and income from rail haulage activities is not admissible for the purpose of calculating Experience Score under the definitions of 'sea ports sector' and 'core sector'?</p>	<p>Provisions of Clause 3.2.1 and Clause 3.2.3 & 3.2.4 shall apply.</p>												
48.	3.2.3 (d)	<p>Please confirm whether "collected and appropriated revenues" means "net revenues" i.e. Net of revenue share/ royalty, accounted for in the books of accounts.</p>	<p>It is clarified that revenues means net of revenues accounted for in the book of accounts of the Applicant.</p>												
49.	3.2.4	<p>Regarding "However, payments/receipts of less than Rs. 300 crores/3000 millions (Rs. three hundred crores/three thousand millions) shall not be reckoned as payments/receipts for Eligible Projects" is not clear. May be elaborated since there is a possibility of individual bills raised of lesser value.</p>	<p>It is clarified that for a Project to qualify as an Eligible Project under Category 3 and 4, the cumulative payments / receipts for construction of such Project during the 10 (ten) financial years immediately preceding the Application Due Date, would need to be more than Rs. 300 crores / Rs. 3000 million.</p>												
50.	3.2.7	<p>This provision is completely unwarranted and seems to stem from the misconception that all projects executed in developed countries are of a higher value than those executed in developing countries – which in reality is not generally the case. The Authority will itself be able to verify this by comparing similar port projects recently tendered out in the sea</p>	<p>The clause remains unchanged.</p>												

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		<p>port sector in India (e.g. project for 4th Terminal at JNPT- project cost of INR 6700 crores), the Chennai Mega Terminal (project cost INR 3686 crores) and the Ennore container terminal project (project cost INR 1300 crores). There will be negligible projects in the port and terminals sector in the OECD countries which compare to this value or even half this value.</p> <p>Moreover, the restriction contemplated by this Clause is discriminatory against global port and terminal operators who have projects in OECD countries – local Indian firms with non-global operations automatically stand to gain by this. It is also against the letter and spirit of attracting the best global talent.</p> <p>Hence it is earnestly requested the Authority should drop this clause completely for the purpose of this RFQ.</p>	
51.	Appendix I, Annex II, Explanatory Clause \$\$	<p>In the event change in last date for submission of Application, the date for conversion rate will also change.</p> <p>It is requested that the Authority provide a single firm date for considering conversion rate, so that it does not alter with extension of the Application Date</p>	It is clarified that the conversion rate as on August 31, 2010 will prevail.
52.	Page 36 Explanatory note for column Experience \$\$	Please confirm that in the event that the 60 th day prior to the Application due date falls on a holiday then can use the exchange rates declared on the next working day?	Yes.
53.	Page 41 Point 13 (Certificate format)	We seek your confirmation that the words 'on its' and 'by it' in the first line of the certificate format means the Applicant/member/Associate referred to in the second line of the certificate?	It is clarified that the words 'on its' and 'by it' in the first line of the certificate format refers to the Applicant/member/Associate referred to in the second line of the certificate.
54.	Page 42 Point 15 (certificate format)	<p>If the Applicant is using its Associate/s experience and is able to satisfactorily establish its relationship with such Associate/s e.g. through annual reports, is it then still necessary to submit a further certificate/s as required by point 15 on page 43?</p> <p>Please confirm that the said certificate can be issued EITHER by the Statutory Auditor OR the Company Secretary of the Associate OR the Company Secretary of the parent company (the controlling company)? (This has been permitted in recent RFQ process conducted by a Major Port)</p>	<p>It is clarified that an Applicant using its Associate(s) experience for Technical & Financial Capacity would need to enclose a Certificate from a Statutory Auditor clearly indicating the shareholding pattern between the Applicant firm and its Associate(s) firm(s).</p> <p>In accordance with the format provided in Appendix I - Annex IV, the certificate can be issued either by the Statutory Auditor or the Company Secretary of the Applicant /member of the Consortium.</p>
55.	Page 43 Point 15 (certificate format)	The 1st line of the certificate contains the wordings 'Based on the authenticated record of the Company.....'	It is confirmed that 'Company' referred to in the sentence could be the Associate company or its parent company which controls or has common control over the Applicant and the Associate or in the Eligible Project.

S. No	Clause	Queries	Responses / Clarifications
		- Please confirm that the 'Company' referred to in the above sentence could be the Associate company or its parent company which controls or has common control over the Applicant and the Associate or in the Eligible Project?	
56.	Page 43 Point 15 (certificate format)	The certificate requires a 'brief description of the said equity held, directly or indirectly... - please advise what type and form of 'description' needs to be provided.	Please refer to the format provided in Point 15 of Appendix I - Annex IV.
57.	Page 43 Point 15 (certificate format)	The format specifies that the certificate needs to include the 'Name of the audit firm'— in case the certificate is issued by the Company Secretary (please see query 'b' above), then please note that the certificate will show the signature, name and designation of the Company Secretary.	Yes.
58.	Page 45 Appendix II	Please confirm that in case of an Applicant being a Company, affixing the Common Seal of the Company is mandatory for Appendix II?	Yes. Affixing the common seal of the Company is mandatory for Appendix II of the RFQ document.
59.	Appendix II and Appendix III	In the "Notes" to the Appendices it has been mentioned that mode of execution of the Power Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the firm and when it so required, that same should be under the common seal affixed in accordance with the required procedure" Please clarify, that affixing of common seal is not compulsory and needs to be affixed only if it is necessary as per the charter documents of the firm.	It is clarified that as per the Notes of Appendix II and Appendix III of the RFQ document, the Power of Attorney should be under common seal affixed in accordance with the required procedure.
60.	Page 47 Appendix III	The format of Appendix III requires the name and registered office of the 'Principals' to be included in the 4 th paragraph. Further, these 'Principals' are required to nominate one member of the Consortium as the 'Lead Member' and 'Attorney' of the Consortium. Assuming that a Consortium consists of 3 members i.e. entity 'X', entity 'Y' & entity 'A' and the Consortium members have agreed that entity 'A' is to be the Lead Member: -In this case, does the entity 'A' also need to be included as one of the named 'Principals' or is it required to mention entity 'A' only at the place in the Appendix where the Lead Member/Attorney name is to be filled in? -Using the same example as above in respect of the consortium member, please also advise whether this Appendix III is to be signed jointly by all 3 consortium members as in the point above viz. entity 'A', entity 'X' and entity 'Y' OR is it that only entity 'X' and entity 'Y' have to issue this Power of Attorney in favour of the Lead Member entity 'A'? In the event that the	As per Appendix III – Power of Attorney for lead Member of Consortium has to be signed jointly by all Consortium members. The Power of Attorney would need to be signed by the Lead Member as acceptance for designation and nomination as Lead Member. Appendix III has been suitably modified and enclosed in Annexure 3.

S. No	Clause	Queries	Responses / Clarifications
		Appendix III needs to be signed by all members of the Consortium (including the Lead Member), please advise whether the particular individual who vide Annexure V ('Statement of Legal Capacity') is nominated as the representative of the Consortium, will be required to sign the Annexure III on behalf of the Lead Member?	
61.	Page 50 Joint Bidding Agreement	Please confirm that all provisions contained in curly parenthesis '{ }' may be suitably modified by the Applicant to reflect the particulars relating to such Applicant?	The text in the flower brackets { } would need to be filled in by the Applicant with the relevant information.
62.	Page 50 Joint Bidding Agreement	Please advise why point 6.6 on page 53 is contained in square parenthesis '[']' and whether the point 6.6 needs to be retained or deleted?	It is clarified that only in the event the O&M Operator is included as a member of the Consortium, Point 6.6 of Appendix IV (Joint Bidding Agreement) of the RFQ document would need to be retained, otherwise the same may be deleted.
63.	Appendix VI	We understand that a land parcel of 1819 acres is available for development of the project which is in possession with Karnataka Industrial Area Development Board (KIADB). KSIIDC being the nodal agency for the project, we would request you to clarify how much land is available with them or else the transfer of ownership of the land	<p>The indicative land details are as follows:</p> <p>Land acquired : 1849 acres</p> <p>Land considered for allotment to Karnataka Power Corporation Limited (KPCL) : 400 acres</p> <p>Land handed over to Konkan Railway : 30 acres</p> <p>Approximate land available for development of port : 1419 acres</p> <p>The DPR being prepared by the Technical Consultant, which would set out the details, would be provided at the Bid Stage.</p>
64.	Appendix VII (5)	We request you to provide the feasibility study for development of Tadri port on PPP mode conducted by IDeCK	The Pre-feasibility Report prepared by iDeCK is available on the website of KSIIDC at www.ksiidc.com .
65.	Appendix VII (8)	What is the status of the proposed UMPP at Tadri? Has the land been acquired for the same?	At present, there is no proposal for setting up a UMPP at Tadadi.
66.	Appendix VII (9)	What is the status of VADA?	VADA has been constituted as per the Government Order dated 29.06.2009 under the provision of Section 3(1) of Karnataka Urban Development Authority (KUDA) Act, 1987. VADA, spanning 559 sq km comprises 44 villages in three talukas namely Bellary, Sandur, and Hospet.
67.	General	How many months in a year do the other ports on the western coast operate?	The Applicant would need to carry out its own investigations.
68.	General	Could we get the quarter wise handled quantity & type of imports and exports commodity breakdown data for neighbouring ports?	The Applicant would need to carry out its own investigations.
69.	General	Will the prospective port/berth operator have to use locally sourced staff in order to operate the port/ berth?	The Applicant would need to comply with Applicable Laws in this regard.
70.	General	Were there any attempts by government or private investors in the past to develop Tadadi port?	Yes.

S. No	Clause	Queries	Responses / Clarifications
71.	General	The central government has in the recent past discouraged exports of minerals through various measures. The main hinterland for the port is expected to be from Bellary Iron ore. What are the measures government plans to put in to place, in order to reduce the dependence on this region?	The GOK has planned industrial corridors in cement, steel & automobile in the northern districts of Karnataka. The Karnataka Mineral Policy 2008 is available on the website http://mines.kar.nic.in .
72.	General	<ul style="list-style-type: none"> • Currently the Capacity of the port is mentioned as 34.06 MMPTA • Details of Cargo break up • Details of Hinterland area other than Bellary-Hospet region • Presently the Iron ore from Bellary region is handled by Marmugao, Krishnapatnam and Chennai ports • What amount of this cargo will be spill over to Tadri? • Other than Iron ore, what will be the cargo at Tadri? 	The pre-feasibility Report is available at www.ksiidc.com . The DPR / Feasibility Report is currently under preparation and the same would be provided at the Bid stage.
73.	General	Details of Master plan for the Port and northern Karnataka region (2020 plan)	The DPR / Feasibility Report is currently under preparation and the same would be provided at the Bid stage. The Karnataka Vision Document (2020) is available on the website www.karunadu.gov.in
74.	General	Since the project is capital intensive with full of risks, whether the state government can give the commitment in writing that no other port will be developed in next 30 years, within a vicinity of 300 kms. from the proposed site.	The state will follow the Port Policy which may be amended from time to time.
75.	General	Can the management of a fund claim technical capacity in relation to a project in which the fund has made investments.	It is clarified that the technical capacity eligibility criteria would be as per Clause 3.2 of the RFQ document.
76.	General	While the maximum consortium members are allowed to be six, it is not possible to insist to have 26% equity stake for each member of the consortium.	It is clarified that while the number of consortium members shall not exceed 6 (six), the experience of only those members having 26% equity stake in the consortium, would be considered for evaluation of Technical and Financial Capacity. Those members whose experience is not considered for evaluation of Technical and Financial Capacity need not have 26% equity stake in the SPV formed for the Project.
77.	General	GOK should inform in advance to all prospective participants about the countries which are not allowed to participate in this tender.	The Applicants applying for the Project, would be sent for security clearance to Ministry of Defense. Based on the clearance, Applicants would be notified.
78.	General	Whether the state government can help the developer to enter into an agreement with the parties/industries who are going to use the port for their cargo?	It is clarified that the Authority would endeavor to provide necessary assistance to the developer for entering into agreements with other parties.

S. No	Clause	Queries	Responses / Clarifications
79.	General	Please give us the distance matrix to the nearest existing and future railway stations and the project location? This information helps us in estimating the rail connectivity costs.	Please refer to Appendix VI of the RFQ document for details of distance from the port to the nearest town / railway station.
80.	General	<p>Could you share with us the details (such as the facilities available, depth of water etc) of the existing minor port facilities in Karnataka and also the statistics of volumes handled etc. at these ports?</p> <p>Please also advise any plans of the Govt. of Karnataka (GoK) for the further development of these minor ports.</p>	<p>The volume of cargo handled at the minor ports in Karnataka is provided in Annexure 1. However, Applicants are required to carry out their own investigations.</p> <p>The hydrographic chart for the region may be obtained from the Indian Naval Hydrographic Department.</p> <p>As regards plans for GoK, there is a Swiss Challenge Proposal received by GoK for development of a port at Haldipur.</p>
81.	General	Does the GoK presently have a Port Policy, State Maritime Act or Maritime Board or is it envisaged that these could be set up in the near future?	The Port Policy for the state is available at http://www.kpwd.gov.in
82.	General	Please confirm that if an Applicant does not have 10 years information but has only e.g. 5 years information he is permitted to submit the same - or is he expected to submit only 10 year's information?	It is clarified that in case the Applicant firm has been incorporated only in the last 10 years preceding the Application Due Date, in such a case the Applicant firm shall provide the information for all the years from the date of incorporation.
83.	General	Can Applicants who have participated in the RFQ process but have not been short listed (but meet criteria such as Net Worth, etc.) enter into a consortium at the Bid Stage with Applicants who have been short listed?	Please refer Clause 2.3.2 of the RFQ document pertaining to "Change in composition of the Consortium during the Bid Stage".
84.	General	<p>We wish to bring to your notice that in recent RFQs conducted by Major Ports (using the same Model RFQ document that KSIIDC is following) the requirement was to submit 1 'ORIGINAL' and only 1 'COPY' + 2 copies on CD. We therefore request KSIIDC to follow the same process as our experience has shown that the entire RFQ pack is so voluminous that it becomes physically difficult to enclose 1 ORIGINAL + 3 COPIES in the submission.</p> <p>Please also confirm that the soft copies to be submitted in a CD are to be in a PDF format?</p>	<p>The Applicant shall submit its Application as per Clause 2.12.2.</p> <p>In addition to this, the Applicant is required to submit Appendix I – Annex IV as an MS Excel sheet in soft copy. In case of discrepancy between the soft copy and the hard copy submission, the hard copy submitted as "ORIGINAL" shall prevail.</p>
85.	General	<p>For exchange rate of currencies that are not mentioned in the International Monetary Fund website, can the exchange rate for the same be referred from the Bloomberg website.</p> <p>The IMF website does not provide exchange rates for certain specific currencies, hence can we use the exchange rates for such specific currencies from other financial websites such as www.oanda.com?</p> <p>Please confirm.</p>	It is clarified that for the exchange rate of currencies that are not mentioned in the International Monetary Fund website, the same could be referred from the Bloomberg website.

S. No	Clause	Queries	Responses / Clarifications
86.	General	Please advise that 'printed and published' documents refers only to documents such as published Annual Reports etc and does NOT mean computer printouts?	It is clarified that 'printed and published' documents refer to documents such as published annual reports, etc.
87.	General	Please confirm that the CDs can be enclosed in the same envelope that contains the paper 'COPY'?	Yes.
88.	General	We request you to clarify the Party responsible for getting clearance / approvals related to the development and operations specifically environment clearances.	It is clarified that the selected bidder shall obtain all clearances and approvals required for development and subsequent operations of the port. The Authority would extend necessary support and assistance required in obtaining such clearances and approvals.
89.	General	<p>Has there been any opposition from the local fishing community which is located in and around the proposed port site and how has GoK resolved/intend to resolve this peacefully?</p> <p>Have the local people been taken into confidence and have they been asked for their opinion. What is the long term affect on the families within a radius of 2-3 km and have these been communicated?</p> <p>Any PILs have been filed against the project or any related affiliates?</p> <p>Number of Family to be affected / shifted from the port project site</p> <ul style="list-style-type: none"> • Compensation details • Rehabilitation scheme <p>Who will be responsible for Rehabilitation of families?</p> <p>Employment opportunity for families rehabilitated due to Port project.</p>	GoK would endeavor to resolve any issues pertaining to local communities and their rehabilitation.
90.	General	GOK should also answer whether the proposed port development hinders existing fishing and salt making activity.	Environment & social impact assessment studies are being carried out by the Authority. The details of the same shall be provided at the Bid Stage.
91.	General	<p>Who will provide the road and rail connectivity to the port?</p> <p>Please let us know about the time frame to establish the Railway and Road connectivity to the proposed site as mentioned in the Appendix VI under the clause 'CONNECTIVITY'.</p> <p>It is mentioned that the nearest railway line to the project site is the Konkan Railway connecting Mumbai and Kerela. The nearest railway station is at Ankola which is about 25 kms from Tadri. Please clarify if the Rail connectivity shall be a part of the scope of work of the</p>	GoK would endeavor to provide the connectivity to the port.

S. No	Clause	Queries	Responses / Clarifications
		<p>Concessionaire for this Project or this would be developed as independent project.</p> <p>As per the analysis of port consultant in scenario 2, the design capacity of the port will be 34.25 MTPA which would warrant acquisition of 1150 acres of land covering forest land of about 11 km for road widening. Who will acquire this land and will the authority obtain environmental clearance for the same?</p>	
92.	General	<p>Please give us the road specifications and conditions of NH 4, 17, 63 and SH 69 and their (approved) expansion plans and timelines? How far away are these highways from the proposed project site? This gives us idea how many km of roads needs to be developed by the port developer and estimation of road development costs and land acquisition costs?</p>	<p>While some information is likely to be provided in the DPR, the Applicant would need to make its own assessment.</p>
93.	General	<ul style="list-style-type: none"> • Any Environment assessment study done for Tadri port? • Mitigating plans for the environmental issues Tadri can face due the presence of an estuary and fishing harbour in Kumta. • Status of various Environmental clearance by Central government <p>Time lines for obtaining these clearances</p>	<p>The EIA and CRZ studies are being undertaken by the Authority. The details of these studies would be provided at the Bid Stage.</p>

SECTION 2. Technical & Other queries to be answered at the Bid Stage

The DPR / Feasibility Study is currently being undertaken by the Authority. The details of Project Cost, financial viability, technical details, social issues, traffic related queries, concession period details and other queries pertaining to grants, incentives, etc. would be provided at Bid Stage.

S. No	Queries
94.	<p>In case the project cost exceeds the projected cost of Rs.3,000 crores, whether the state government can fund the overrun as VGF to help the developer and keep the project viable.</p> <p>The project is sought with lot of uncertainties like traffic risks, environmental challenges and connectivity challenges. When the feasibility studies come out, the project may not be viable even after taking 40% VGF. If such a case happens, what steps would the government would take for making the Project attractive for private sector participants?</p> <p>Has the central government approved its amount of 20% VGF for the project?</p> <p>Being a landmark project from perspective of Karnataka, can the government arrange for the World Bank funds and acknowledge it to the bidders, if such a facility would be made available</p>
95.	<p>Please tell us the maximum capacity of the port envisaged by KSIIDC? What type of cargo is expected to be handled at this port besides iron ore and gas agreed by KPCL?</p>
96.	<p>Request you to clarify the extent of the development that is expected from the Concessionaire with regards to the Project and if there is any minimum development criteria</p>
97.	<p>The clause 1.2.9 states that the concessionaire shall be entitled to levy and charge a pre-determined user fee from users of the Project. Does that mean that tariff will be fixed by the government like in Major Ports? However, in similar minor port projects, concessionaire is allowed to fix the tariff in other states like Gujarat, Maharashtra, Orissa etc. Please clarify.</p> <p>Please advise how the 'pre-determined user fee' will be arrived at and that the determination of the 'fee' will be done in consultation with the concessionaire.</p> <p>Revenue generation could be as per tariff at New Mangalore Port. (Appendix VII). New Mangalore Port is major port hence it has to follow the tariffs set by TAMP. Since Tadadi is being developed as private minor port under state jurisdiction, we request the KSIIDC to leave the flexibility of setting the tariff to KSIIDC.</p> <p>Can the future port/ berth tariff be independently set and if not, are discount agreements allowed?</p>
98.	<p>Details of 1,819 acres of land available for port development</p> <ul style="list-style-type: none"> • Break-up of the submerged and the regular land • Type of Land (eg: Agricultural / Forest etc) <p>We understand that the successful bidder will be handed over 1820 acres of land in full by the government and private land acquisition is not required for this port project. Please confirm.</p>

S. No	Queries
	Can you please also advise how much of this land is earmarked specifically for port development – and if the need arises for additional land to cater to future expansion, will that be available? Will the concessionaire be required to separately pay any sum of money to KIADB for the use of this land?
99.	It is mentioned that the concession period shall be pre-determined, and will be indicated in the draft Concession Agreement forming part of the Bidding Document. We would request you to kindly furnish the concession period at this stage as it would enable us to get some clarity on the project's financial feasibility. Is there any possibility of extending the concession agreement after the 30 years?
100.	What are the permits that the project has obtained so far and the list of permits that need to be obtained When are the environmental clearances expected to be received? When were the application for the clearance applied? What is the expected timeline
101.	We request you to kindly provide details of existing and proposed connectivity infrastructure (Rail/Road) for the Project
102.	<ul style="list-style-type: none"> • Details of drawings of port area • Drawings of Connectivity (Rail & Road) with Hinterland details
103.	<ul style="list-style-type: none"> • What are the other industries planned for Tadri region? • What are the plan for setting up SEZ and Power plant next to Port region, which will have synergy? • What is the source of the fuel for the proposed Power plant? • Could these projects be made available to the port developer in order to make the project more viable?
104.	Has the viability of the port been studied taking into consideration the proposed 8 MMTPA Iron Ore Terminal of Marmagaon Terminal? What is the cargo estimation post taking into consideration development of other ports in the vicinity such as Marmagaon and development of Railway line between Obulaveripalle in Bellary area to Krishnapatnam.
105.	It is mentioned that the Indicative Project Cost is Rs.3000 crores/Rs.30000 million. Please provide an indicative duration over which the above investment has to be made.
106.	Kindly clarify what are the future developmental plans for the nearby ports at Karwar and Belekere. This is important because these would impact the volume of traffic at Tadadi.
107.	Is the Gas based power plant by KPCL likely to come up at Tadadi? If yes then is Tadadi port supposed to cater for LNG supply to this plant?
108.	Is there any minimum capacity/ cargo requirement for the port?
109.	GOK should also comment on the fact that Tadadi is prone to siltation due to proximity to River Aghanasini. Foreshore land is at elevations of 30' making land development cost prohibitive and hence GOK should comment on this cost factor and viability of land development.
110.	Is there already a navigable channel from the sea to the Tadadi port site and what is the channel length and width and current depth of water available in the channel?
111.	Information on the Existing waterways in Karnataka Region
112.	What is the water salinity in the target port area
113.	What are the tides and availability of tidal charts
114.	Weather History charts
115.	Wind Directions and Wind Charts of the Region
116.	Monsoon timetable
117.	Current Charts

S. No	Queries
118.	Regulations on ballast exchange / waste management/ and ecological preservation of the waterfront from ship point of view
119.	Type of coast line in the target port area
120.	Possibility to perform coast line study of the target port area
121.	Geological soil composition of the target port area
122.	Geological map of the region
123.	Geological levels of the land
124.	Ecological requirements for Storage area development
125.	Closest crop areas – ecological point of view, probable causes and impacts
126.	Nearby populated areas – ecological point of view, probable causes and impacts
127.	Are the maritime authorities already in place for the target port area?
128.	Subsidiaries on infrastructure equipment purchasing
129.	Limitation on construction in the port area
130.	Possibility to conduct a hydrographic and bathymetric study of the proposed marine area (including incoming waterways and coastline around waterways)
131.	Possibility to conduct an underwater study for the sea-bed description
132.	Government participation in railway tracks construction
133.	Any restriction on building within the harbour area?
134.	What is the cabotage policy in Karnataka Region?
135.	Are there any restrictions on the type of berths to be built?
136.	How many Berths are proposed to be built and any limitations to the number of berths?
137.	What is the possibility of Government participation in dredging / full responsibility for dredging in the port area?
138.	Where is the closest Dockyard?
139.	How many fuel producers in the area and their location?
140.	What is the overall coast line length for the project?
141.	Is there any restriction on the length of the berth construction? If so what?
142.	Please share the tidal and natural draft information that KSIIDC or IDeCK may have recorded during their feasibility studies with us.
143.	A report to justify that the proposed project is technically viable.
144.	The current draft is of 2.5 meters. Whether it is feasible to carry out dredging to increase the draft to an appropriate level of approx. 15 meters? Please provide the report/note if any, explaining the process to carry out the dredging at the proposed site.
145.	Whether the state government can carry out the dredging to make the draft to an appropriate level at its cost and hand over the project to the developer?
146.	We wish to know the reason for selecting Tadadi as the prospective port site for handling Capesize vessels?
147.	What is the possibility of Tadadi being an all-weather port and not having any effect of SW Monsoons as this monsoon does affect all ports on the western coast of India?
148.	What is the basis for recommending an 18 mtr draft at Tadadi Port? Is it a feasible proposition, has any study been conducted in this regard?
149.	If, for instance, the dredging below 8 mtr draft is not possible, will the GoK be willing to consider financing the hard-rock blasting operation?
150.	Due to Monsoon Season, there is a severe risk of flooding of the port, consecutively endangering the port facilities, prospective storage yards and infrastructure communications. Will the GoK participate in levelling the geological particularities of the Tadadi port and perhaps install an additional infrastructure designed to prevent such actions? In this respect, will a study be concluded in order to understand consequences of monsoon affecting river level?
151.	From the preliminary visual observation and analysis of the port area, the following aspects are understood:

S. No	Queries
	a) The whole of the basin is abt 2 – 4 mtrs deep, which then slopes into a deep sea approach of 8 – 15 mtrs in depth, approximately 3-4 nautical miles away from the coast of the basin of the river. This thus suggests settlement of silt all across the basin in mostly even proportion. This is also supported by the sheer fact that the coastal area around the basin is naturally flooded, creating a marsh-like coast, approximately 600 mtrs inland from the coast. Will the government participate in counteracting this effect? Participation of GoK in Fortification of the coastline in the basin (due to flooded coast/ marsh-like area)?

ANNEXURE 1

Imports & Exports at Minor Ports (2007 – 2008)

SI No	Name of the Port	Imports		Exports		Total (2007 – 2008)	Total (2006 – 2007)
		Steamer (MT)	Sailing Vessels (MT)	Steamer (MT)	Sailing Vessels (MT)	Exports & Imports (MT)	Exports & Imports (MT)
1.	Karwar (including Sadashivgad)	1,80,108	-	25,36,748	-	27,16,856	23,82,226
2.	Belekeri	4,988	-	60,85,777	-	60,90,765	40,71,700
3.	Tadri	-	-	-	-	-	-
4.	Honnavar	-	-	-	-	-	-
5.	Bhatkal	-	-	-	-	-	-
6.	Malpe	-	780	-	1,3501	14,281	14,023
7.	Kundapur	-	-	-	-	-	-
8.	Hangarkatta	-	-	-	-	-	-
9.	Mangalore	3,977	8,581	7,112	57,770	77,440	92,466
TOTAL		1,89,073	9,361	86,29,367	71,271	88,99,342	65,60,445

Source: Annual Administrative Report, 2007 & 2008

ANNEXURE 2

Undertaking for entering into O&M Agreement

Place:

Date:

Dear Sirs,

Sub: Development of Port at Tadadi, Karnataka

We ----- a Company incorporated under the laws of ----- and having our registered office at ----- (hereinafter referred to as "the Applicant") do hereby declare and undertake as follows:

- 1) We are the lead member of the Consortium comprising -----, -----, -----, -----, ----- and ----- which is jointly bidding for the subject project.
- 2) Pursuant to Clause 2.2.3 of the Request for Qualification (RFQ), we hereby declare that (we / Any Eligible Consortium Member) do not have the requisite experience in Operation and Maintenance of category / Projects specified in Clause 3.2.1 of the RFQ with an aggregate capital cost equal to Rs.1500 Crores.
- 3) We therefore hereby undertake to enter into or cause our Special Purpose Vehicle Company to enter into an Operations & Maintenance (O&M) Agreement with an entity having a requisite experience stipulated in clause 2.2.3 of the RFQ for a period of atleast 5 years from the date of commercial operation of the Project. We also certify that we have not given an undertaking to any other Applicant applying for the same project.
- 4) We hereby further undertake to enter into or cause our Special Purpose Vehicle Company to enter into the O&M Agreement, as aforesaid, within a period of 60 days from the date of execution of the Concession Agreement shall stand terminated from the date of expiry of such period without any further recourse to us.

For and on behalf of

[the Applicant]

Authorized Signatory

ANNEXURE 3

Power of Attorney for Lead Member of Consortium

(Refer Clause 2.2.5)

Whereas Government of Karnataka (“the Authority”) has invited applications from interested parties for the “Development of Port at Tadri”.

Whereas,,, and
(collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification document (RFQ), Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s.
..... having our registered office at, M/s.
having our registered office at, and M/s. having our
registered office at, (hereinafter collectively referred to as the “Principals”) do
hereby irrevocably designate, nominate, constitute,

appoint and authorise M/s. having its registered office at....., being
one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the
Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with
power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us
during the bidding process and, in the event the Consortium is awarded the concession/contract, during the
execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any
of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the
Consortium and submission of its bid for the Project, including but not limited to signing and submission of
all applications, bids and other documents and writings, participate in bidders and other conferences,
respond to queries, submit information/ documents, sign and execute contracts and undertakings
consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its
dealings with the Authority, and/ or any other Government Agency or any person, in all matters in

connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Accepted

.....

(Lead Member's Signature)