



इंडियनपोर्टरेलकॉर्पोरेशनलिमिटेड  
भारतसरकारकाउपक्रम  
Indian Port Rail Corporation Ltd.  
(A Government of India Enterprise)  
CIN No: U60300DL2015GOI282703



No: IPRCL/MUMBAI/PROJECTS/KoPT/5/8/EM/RFP

Date: 26.06.2018

**ADDENDUM AND CORRIGENDUM NO. 4**

**Sub: RFP OF ESTATE MANAGEMENT OF KOLKATA PORT TRUST**

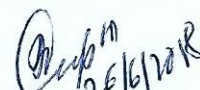
SR.NO.	REGARDING /REFERENCE	AS PER REVISED RFP DOCUMENT	MODIFIED AS
1.	<b>Structure Due Diligence</b>  <i>Annexure-II, Terms of Reference, Scope of Work, Clause 3.1, Item vii, Pg 18</i>	New Provision	New provision added under Clause 3.1, vii) at e) on Pg 18 as follows:- <b>e) The approximate built-up area of structures (buildings &amp; sheds) that would require structure due diligence is 10,00,000 (Ten lakhs) sq.feet.</b>
2.	<b>Liability of Consultant</b>  <i>Annexure-III, Form of Agreement, Liquidated Damages, Clause 7, Pg 28</i>	New Provision	New provision added under Clause 7 at 7.3 on Pg 28 as follows:-  <b>7.3 Liability of Consultant to the Client:</b> <b>Notwithstanding anything to the contrary contained herein, the aggregate maximum liability of the Consultant shall not exceed the fees received by the Consultant under this Contract.</b>
3.	<b>Name, Address and GSTIN of Client</b>  <i>Clause 3 in RFP, Pg 5</i>	New Provision	New provision added under Clause 3 on Pg 5 as second paragraph as follows:-  <b>KoPT is the client for which Consultancy Services are to be provided. The address and GSTIN of the client is as follows:-</b>  <b>Kolkata Port Trust 15, Strand Road, Kolkata – 700 001.</b>  <b>GSTIN is 19AAAJK0361L1Z3</b>
4.	<b>Taxes and Duties</b>  <i>Annexure III, Pg</i>	New Provision	New provision added in Annexure III under Clause 2 on Pg 25 as second paragraph as follows:-

*26/6/18*



	25, Clause 2		The GST registration number (GSTIN) of the Client provided in the RFP will be used by the Consultant for filing GST returns. With regards to the applicability of Goods and Services Tax, the Client's address as mentioned in the RFP document will be considered as the consumption location for the Services provided by Consultant under this Agreement. Both the Consultant and the Client (KoPT) shall be responsible and liable for complying with the requirements of GST for their respective portion.
5.	<b>Conciliation</b>  <i>Annexure III, Pg 29, Clause 8.3</i>	<p>"In the event of any Dispute between the Parties, either Party may call upon Chairman cum Managing Director, KoPT and the Chairman of the Board of Directors of the Consultant for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause-9."</p>	<p>Modified as in bold below:-</p> <p>"In the event of any Dispute between the Parties, either Party may call upon Chairman cum Managing Director, KoPT and the Chairman of the Board of Directors <b>or Managing Director or Chief Executive Officer</b> of the Consultant for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause-9."</p>

1. All other conditions of Revised RFP document remain same and Addendum & Corrigendum-4 shall form part of the revised RFP document.

  
Director/Works