

ADDENDUM-2

With reference to e-tender nos. MSTC/ERO/KOLKATA PORT TRUST/12/KOLKATA/19-20/2746 bearing NIT Nos. KoPT/KDS/TFC/04-2019, following information may be noted.

1. Clause- 4 (ii) of Annexure-III should be read as:

“Should have experience in the last 5 (five) years as Stevedoring/importer/ exporter/ storage & handling/ Warehousing & storage of handling of **not less than 77,859 tonnes of specified cargo allowed as per clause-2 of Annexure-IV of the tender document** in any one of the last 5 FYs. Relevant certificate of having such experience should be provided in techno-commercial bid. For Importer/ Exporter, Certificate/ IE Code issued by Director General foreign Trade (DGFT) is mandatory.”

- 2.** In case the successful tenderer completes the required refurbishing work before 6 months and Refurbishing completion certificate is issued by Civil Engineering Dept. KoPT, the tenure of license will start from the date of issuance of Refurbishing completion certificate and the successful tenderer shall be allowed storage and operation of the cargo in the shed. The license fee accordingly would be applicable from the said date of issuance of Refurbishing completion certificate.
- 3.** Apart from the tender terms / conditions what have been specified in the tender document, the licensee would have to ensure handling of **Minimum Expected Cargo Throughput (MECT) per Annum** as detailed below of specified cargo allowed as per clause-2 of Annexure-IV of the tender document.

Year of license	MECT (in MTs/annum)	Equivalent wharfage Revenue in Rs. (GST@18% Extra)
1 st	50,000 MTs	49,16,500/-
2 nd	50,000 MTs	49,16,500/-
3 rd	50,000 MTs	49,16,500/-
4 th	50,000 MTs	49,16,500/-
5 th	50,000 MTs	49,16,500/-

- 4.** In view of the inclusion of above tender condition (i.e. MECT) the successful bidder shall have to fulfill following payment terms in addition to what has been stated in the tender document.
- i. The successful bidder has to deposit one separate Bank Guarantee of revenue at MECT (wharfage) plus applicable GST for 1st year of license tenure (MECT and Wharfage detailed above) within 30 days of issuance of offer letter by KoPT. Format of the Bank Guarantee shall be provided by KoPT to the successful bidder. Requirement with respect to MECT will be reckoned from the date of commencement of license period.

- ii. **Payment of Wharfage for shortfall in MECT:** Licensee would have to ensure MECT each year (as defined in the above table) from the date of commencement of license period. Bank Guarantees for MECT for 2nd year onwards [Schedule of deposition of Bank Guarantee of revenue at MECT (wharfage) for 1st year of license is detailed in previous para] shall be submitted within first 15 days of the beginning of respective year of license having a validity of that particular year of license plus claim period. Format of the Bank Guarantee shall be provided by KoPT to successful bidder.

BG for MECT for each year of license will be released / returned after submission of BG of Wharfage Revenue for the next year of license within first 15 days of beginning of next year of license subject to MECT for that year is achieved by the licensee or compensation for the shortfall in MECT for that year of license is made through payment to KoPT. Any delay in the payment of wharfage Revenue equivalent to shortfall in MECT within said time will attract interest as detailed under clause 12(v) of Annexure-III of the tender documents (maximum period allowed for payment with interest may be 90 days from beginning of each year of license).

Note:-

- a) If the licensee fails to deposit the Bank Guarantee of revenue at MECT (wharfage) plus applicable taxes within 15 days of beginning of respective year of license, receipt of cargo in the storage area and delivery of cargo stored shall be kept on hold by KoPT till the payment is received.
 - b) When the SOR is revised Wharfage Revenue at MECT as detailed in above table will also undergo change (Presently the rate of wharfage considered is Rs. 98.33 per Ton). In such case, licensee has to deposit Bank Guarantee of difference amount along with BG of amount for each year of license detailed in the above table.
 - c) Licensee has to populate data/ furnish data to KoPT in support of MECT achieved as indicated above for respective year of license. Such data needs to be uploaded in POMS by KoPT. Hence licensee has to provide data on daily basis.
5. Following clauses shall also undergo change due to incorporation of MECT (as detailed above) in the tender conditions and should be read as:-
- a) **Clause 12 (iv) of Annexure-III of the tender document:** If the offer letter is not accepted and requisite license fee including taxes for the 1st year and / or Security Deposit and / or **Bank Guarantee of wharfage for 1st year of license plus taxes at MECT as mentioned in above table** is/are not made within 30 days from the date of offer letter issued by KoPT, KoPT will have the right to
 - either charge interest @14.25% p.a plus GST for the delayed payment (i.e. after the stipulated date upto the date of payment (maximum period allowed for payment with interest may be 90 days from the date of offer letter),
 - or cancel the offer and forfeit the Earnest Money.

The successful bidder will be required to deposit requisite amount of interest for the desired period of extension, as per his application for extension of time, if accepted by KoPT.

b) **Clause 24 of Annexure-III of the tender document:** The successful bidder, while communicating his acceptance of the offer letter of KoPT, will have to remit the following within 30 days of offer letter:-

- Security deposit (BG, Refer to Annexure-III)
- 1st year's annual license fee + taxes (DD, Refer to Annexure-III)
- Bank Guarantee of wharfage for 1st year of license plus taxes at MECT as mentioned in above table.

c) **Clause 25 of Annexure-III of the tender document:**

Acceptance to Port's offer of allotment: After finalization of the tender through e-tender-cum-e-auction, the offer of license for Refurbishing, Maintenance, Cargo storage & handling will be made to the successful bidder. The successful bidder shall be required to formally accept the terms & conditions of the offer of license and execute an Agreement to this effect on non-judicial stamp paper of Rs. 100/- and also remit requisite Annual license fee for 1st year, Security Deposit and Bank Guarantee of wharfage for 1st year of license plus taxes at MECT as mentioned in above table within 30 days of issuance of offer letter, failing which the offer shall stand cancelled and the Earnest Money deposited by the bidder shall stand forfeited. **Permission letter** for refurbishing the shed will be issued after completion of the required formalities including payment as detailed in the tender document and Addendum-2.

d) **Clause 20 of Annexure-IV of the tender document:**

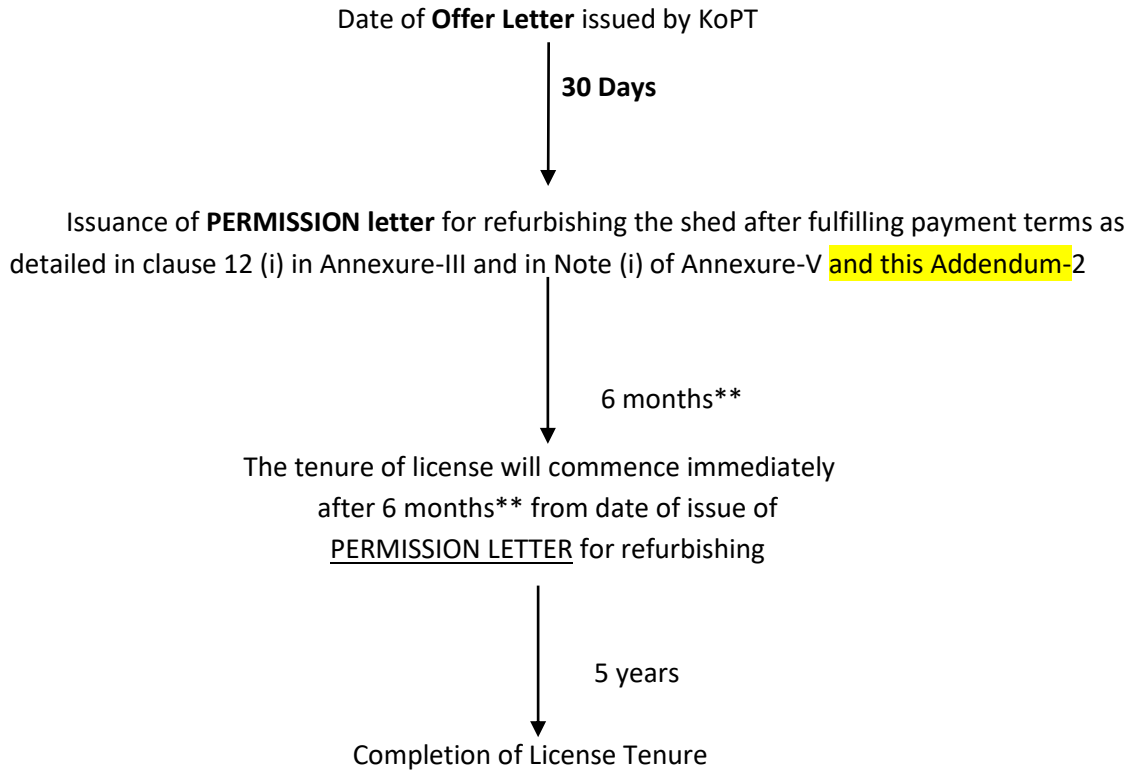
Surrender: If a licensee wants to surrender Shed within the scope of the instant tender, he may apply in writing to KoPT after giving due notice of 3 months. On expiry of the due notice period, KoPT will take back possession of the Shed. If a licensee wants to surrender the Shed within one year from the date of commencement of license tenure, license fee plus applicable taxes for the first year as well as BG for SD and BG of wharfage for 1st year of license shall be retained by KoPT on completion of handover of shed back to KoPT and all allied formalities. In case of handover of the Shed beyond completion of one year, license fee up to that completed year and BG of wharfage for that year of license shall also be payable in addition by the licensee.

Example: In case of handover on 13th month of the license period, the full yearly license fee for the 2nd year and BG of wharfage for 2nd year of license shall also be payable.

e) **Clause 24 of Annexure-IV of tender document:**

Compensation: After the expiry / termination/ determination / forfeiture of license and despite receiving the notice thereof, or forfeiture of license on account of any breach, if the licensee continues to occupy it unauthorisedly, the licensee shall be liable to pay compensation for wrongful use and occupation of the same @3 times of extant SOR till vacant possession is obtained by KoPT and wharfage loss to KoPT in this period @ 50,000 MTs per annum calculated on pro-rata basis.

f) **Annexure-VIII of the tender document:**
Important timeline:



*Successful Bidder is not required to pay license fee 6 months from date of issue of PERMISSION LETTER for refurbishing.

****** In case the successful tenderer completes the required refurbishing work before 6 months and Refurbishing completion certificate is issued by Civil Engineering Dept. KoPT, the tenure of license will start from the date of issuance of Refurbishing completion certificate and the successful tenderer shall be allowed storage and operation of the cargo in the concerned shed. The license fee accordingly would be applicable from the said date of issuance of Refurbishing completion certificate.

Note:

- a) **The tender document should be read alongwith the Addendum published.**
- b) **All the tender conditions in the tender document shall be guided by the addendum published, wherever applicable.**

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