

ADDENDUM TO RFP PRE-BID REPLIES
AS PUBLISHED VIDE - CORRIGENDUM-XXIII
(No.KOPT/KDS/CIV/T/2474/693 Dt. 18-06-2021)
 (This Part contains Additions, Deletions & Corrections)

“Rejuvenation of Khidderpore Docks (KPD-1 WEST) through PPP mode on Design, Build, Finance, Operate and Transfer (DBFOT) Basis at Syama Prasad Mookerjee Port, Kolkata”

RFP/ DCA: Addendum /Amendments

<i>As per CORRIGENDUM-XXI (No. SMPK/KDS/CIV/T/2474/ 623) Dt. 28.5.2021</i>					
Sl. No.	Clause details	Page No.	As Specified in the document	To be Read as (as published <i>Vide CORRIGENDUM-XXI</i> -No.SMPK/KDS/CIV/T/2474/ 623, Dt. 28.5.2021)	Amended : To be Read as (<i>Vide CORRIGENDUM-XXIII</i>)
24	RFP Clause 2.20.2		Bid Security can also be in the form of a demand draft/ issued by a Scheduled Bank in India, drawn in favour of the payable at (the “ Demand Draft ”). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.	Bid Security can also be in the form of a demand draft/ issued by a Scheduled Bank in India, drawn in favour of the payable at (the “ Demand Draft ”). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.	Bid Security can also be in the form of a demand draft/ issued by a Scheduled Bank in India, drawn in favour of the Syama Prasad Mookerjee Port, Kolkata payable at Kolkata (the “ Demand Draft ”). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
25	RFP Clause 3.5. Bid Parameter	33	3.4.1 The Bid shall comprise Royalty, to be quoted by the Bidder in accordance with the provisions of the Concession Agreement. The Bidder who’s offer of Royalty amounts to the highest	Please read as Cl. 3.5.1 , RFP : The Bid shall comprise Royalty, to be quoted by the Bidder in accordance with the provisions of the Concession Agreement. The Bidder who’s offer of Royalty amounts to the highest	3.5.1 The Bid shall comprise Royalty, to be quoted by the Bidder in accordance with the provisions of the Concession Agreement. The Bidder who’s offer of Royalty amounts to the highest Aggregate Royalty shall ordinarily be the Selected Bidder.

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			Aggregate Royalty shall ordinarily be the Selected Bidder.	Aggregate Royalty shall ordinarily be the Selected Bidder.	
27	RFP APPENDIX-IX		APPENDIX-IX e-Tendering Details (Bidder kindly refer the APPENDIX-IX given here in below at the end of this Addendum)	APPENDIX-IX e-Tendering Details (Bidder kindly refer the APPENDIX-IX given here in below at the end of this Addendum)	Deleted (Online Format is not applicable)
28	RFP APPENDIX-X		APPENDIX-X BOQ Format For financial Bid Financial bid should strictly quoted online only.	APPENDIX-X BOQ Format For financial Bid Financial bid should strictly quoted online only. (Bidder kindly refer the APPENDIX-X given here in this Addendum)	Deleted (Online Format is not applicable) Financial Bid to be submitted in hard copy as per APPENDIX-X – BOQ Format for Price Bid.

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30	DCA-9.1 (a)	<p>License Fee</p> <p>The Concessionaire shall, as consideration for the use, in its capacity as a bare licensee 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 [●] (Rupees [●] Only) for Phase I and Rs [●] (Rupees [●] Only) per annum (the "License Fee") plus applicable GST. Such amount shall be paid by the Concessionaire every year in 12 equal monthly installments). For the avoidance of doubt, the Concessionaire shall pay License Fee for Phase II from 5th (fifth) anniversary of the Date of Commercial Operation of Phase I. The monthly installment of License Fee along with applicable GST shall be payable latest by 15th day of the month.</p>	<p>License Fee</p> <p>The Concessionaire shall, as consideration for the use, in its capacity as a bare licensee 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 License Fee based on the rates applicable as at present, valid upto 06 April 2021 under the clause 9.1(a) & 9.1(b).</p> <p>Since, Tariff Authority for Major Port Notification No. G. No. 224, New Delhi, 31 May 2017 is applicable up to 06 April 2021, the revised rates are awaited. In case revised rates are published before the Bid Due Date as per Clause 1.3 (Schedule of Bidding Process) of the RFP, in such a condition, an addendum will be issued by SMP considering sufficient time to make necessary changes/updating for the bid submission by the bidders.</p>	<p>License Fee</p> <p>The Concessionaire shall, as consideration for the use, in its capacity as a bare licensee 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 Rupees per annum for Phase I and Phase II respectively (the "License Fee") plus applicable GST. Such amount shall be paid by the Concessionaire every year in 12 equal monthly installments). For the avoidance of doubt, the Concessionaire shall pay License Fee for Phase II from 5th (fifth) anniversary of the Date of Commercial Operation of Phase I. The monthly installment of License Fee along with applicable GST shall be payable latest by 15th day of the month.</p> <p><i>(The above License Fee depends on the actual site conditions. The area to be handed over to the Concessionaire will be jointly surveyed by the representatives of the Concessioneing Authority and Concessionaire.</i></p>

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				<p>The amount of License fee & the security deposit will be calculated at the time of actual type & area of land handed over to the Concessionaire .</p> <p>Rates applicable as at present, valid upto 06 April 2021 under the clause 9.1(a) & 9.1(b) are given hereunder in Note-</p> <p>Note :</p> <p>a) The license fee for space allocated at yard is Rs. 70.512 per sqm per month and</p> <p>b) license fees for space allocated at covered shed is Rs.126.088 per sqm per month.</p> <p><u>Ph-1</u> : Total area – 73,578 m2. Out of this Shed no. 2 to be retained,& License fee as mentioned in Note b) above, for covered sheds as on date, to be escalated at 2% for 4 years to consider.</p> <p><u>Ph-2</u> : Total area – 60,701 m2. Since area is going to be allocated in 2028-29, escalation @2% for 12 years to</p>	<p>The License fee as per Article 9 of Concession Agreement will be based on actual measured area. Further, for the License Fee, the rates are applicable as per the Tariff Authority for Major Port Notification No. G. No. 224, New Delhi, 31 May 2017 as applicable up to 06 April 2021. Further, the escalation of License Fee of each Phase (Phase-I and Phase-II) is subject to Clause 9.1 (b), herein below.</p>

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				consider, to arrive at License Fee, at the time of handing over. For Shed no.12 as proposed to be retained, LF as mentioned in Note b) above, for covered sheds as on date, to be escalated at 2% for 12 years to consider.	
31	DCA-9.1 (b)	“The amount of License Fee indicated above shall be escalated by%# every year on {Date}## The said escalation by% every year on [Date] shall be computed from the immediate previous year.”	As per TAMP notification No. G no. 224, dtd 31st May 2017, the amount of License Fee indicated above shall be escalated by 2.5% every year on 07 April. The said escalation by 2.5% every year which shall be computed from the immediate previous year.” Once the new Schedule of Rent will arrive for the Lease Rent, the above would be valid.	“The amount of License Fee indicated above in Clause 9.1 (a) shall be escalated by 2.5 % every year on 07 April. The said escalation by 2.5% every year on 07 April shall be computed from the immediate previous year (i.e. CAGR).”
32	DCA – 9.1 (d)	The Concessionaire shall also be required to deposit before allotment of land an amount of Rs. (Rupeesonly) (Equivalent to two years license fee with GST) as	May please refer DCA-Article 9.1(d), & Sl. No. 30, 31 of this Addendum/ Corrigendum reg. License Fee.	The Concessionaire shall also be required to deposit before allotment of land an amount in Rupees subject to Clause 9.1 (a) and 9.1(b) . (Equivalent to two years license fee with GST) as refundable Security Deposit

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			refundable Security Deposit towards payment of Land rent and other dues which shall be maintained till the end of Concession period. Security Deposit is refundable without any interest after the concession period subject to adjustment of dues and damages, if any.		towards payment of Land rent and other dues which shall be maintained till the end of Concession period. Security Deposit is refundable without any interest after the concession period subject to adjustment of dues and damages, if any.

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APPENDIX-X
BOQ Format For Financial Bid

NOTE:

- **BOQ Format For Financial Bid to be submitted offline only.**