



Syama Prasad Mookerjee Port
Haldia Dock Complex
RFQ/Tender No.: GM(Engg.)/T/ 72/2020-2021

Request for Qualification for “MECHANIZATION OF BERTH NO. 2 ON DESIGN, BUILD, FINANCE, OPERATE, TRANSFER (“DBFOT”) BASIS AT HALDIA DOCK COMPLEX”

ADDENDUM – III

CORRECTIONS / ADDITIONS / DELETIONS, ETC.

[Total Number of Pages: 8]

NOTE:

1. This “Addendum-III” is issued as per Clause 2.10 of the RFQ and should be read in conjunction with this office above Tender Document and subsequent RFQ.
2. Consequential changes, arising out of this Addendum-III, will be deemed to have been effected, even if the same were not incorporated specifically in the Tender Document and subsequent RFQ.
3. One set of this “Addendum-III”, shall have to be submitted along with the Offer (in with each page of it, duly signed and stamped, as token of acceptance).
4. All other terms and conditions of this office above Tender Document will remain unchanged.

<p style="text-align: center;"><u>ADDENDUM – III</u></p> <p style="text-align: center;">Tender No.: GM(Engg.)/T/ 72/2020-2021</p>			
Sl. No	Reference Clause and page No	Existing Clause	To be read as
1.	Clause 2.17.7 Page No: 33	If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the Eligible Score of the Applicant	If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the prescribed eligibility as specified in Clause 2.2.2 of this RFQ.
2.	Clause 2.17.8 Page No: 33	In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Eligible Score, and may also, while computing the aggregate Experience Score of the Applicant, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Application and/ or Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.	In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the prescribed eligibility, as specified in Clause 2.2.2 and may also, while computing the prescribed eligibility , make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Application and/ or Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

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Sl. No	Reference Clause and page No	Existing Clause	To be read as										
3.	Clause 3.2.6 Page No: 38	<p>Subject to the provisions of Clause 3.2.7, an Applicant's experience shall be measured and stated in terms of a score (the "Experience Score"). The Experience Score for an Eligible Project in a given category would be the eligible payments and/or receipts specified in Clause 2.2.2 (A), divided by one crore and then multiplied by the applicable factor in Table 3.2.6 below. In case the Applicant has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at its Experience Score.</p> <p>Table 3.2.6: Factors for Experience across categories</p> <table><tr><td></td><td>Factor</td></tr><tr><td>Category 1</td><td>1.25</td></tr><tr><td>Category 2</td><td>1.00</td></tr><tr><td>Category 3</td><td>0.75</td></tr><tr><td>Category 4</td><td>0.50</td></tr></table>		Factor	Category 1	1.25	Category 2	1.00	Category 3	0.75	Category 4	0.50	Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.
	Factor												
Category 1	1.25												
Category 2	1.00												
Category 3	0.75												
Category 4	0.50												
4.	Clause 3.2.7 Page No 38	The Experience Score determined in accordance with Clause 3.2.6 in respect of an Eligible Project situated in a developed country which is a member of OECD shall be further multiplied by a factor of 0.5 (zero point five) and the product thereof shall be the Experience Score for such Eligible Project.	The clause stands deleted.										
5.	Clause 3.2.8	Experience for any activity relating to an Eligible	The clause stands deleted.										

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Sl. No	Reference Clause and page No	Existing Clause	To be read as
	Page No 38	Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.	
6.	Clause 3.5.2 Page No 39	The credentials of eligible Applicants shall be measured in terms of their Experience Score. The sum total of the Experience Scores for all Eligible Projects shall be the 'Aggregate Experience Score' of a particular Applicant. In case of a Consortium, the Aggregate Experience Score of each of its Members, who have an equity share of at least 26% in such Consortium, shall be summed up for arriving at the combined Aggregate Experience Score of the Consortium.	The clause stands deleted.
7.	Clause 3.5.3 Page No 39	The Applicants shall then be ranked on the basis of their respective Aggregate Experience Scores and short-listed for submission of Bids. The Authority expects to short-list pre-qualified Applicants for participation in the Bid Stage.	The clause stands deleted.

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Sl. No	Reference Clause and page No	Existing Clause					To be read as			
8.	Clause 2.2.4 Page No 22	(No footnote against \$)					Footnote against \$: “\$ In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.4 (i). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFQ.”			
9.	Clause 2.19.1 (g) Page No 34	it contains certificates from its statutory auditors in the formats specified at Appendix-I of the RFQ for each Eligible Project;					\$ in the formats specified at Appendix-I of the RFQ for each Eligible Project;			
		(No footnote)					Footnote against \$: “\$ In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.19.1 (g). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFQ.”			
10.	Clause 3.2.1 Page No 36	(No footnote against \$)					Footnote against \$: “\$ Real estate development shall not include residential flats unless they form part of a real estate complex or township which has been built by the Applicant.”			
11.	Annexure-I Details of the Applicant	Sl. No.	Name of Member	Role\$	Percentage of equity in the Consortium \$\$		Sl. No.	Name of Member	Role* {Refer Clause 2.2.6(d)} \$	Percentage of equity in the Consortium {Refer Clauses 2.2.6(a),(c) & (g)}

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Sl. No	Reference Clause and page No	Existing Clause					To be read as			
	Page No 50	1					1			
		2					2			
		3					3			
		4					4			
12.	<p>Appendix I Annex-III Financial Capacity of the Applicant (Refer to Clauses 2.2.2(B), 2.2.4 (ii) and 3.4 of the RFQ):</p> <p>Page No 53</p>	Net Worth					Net Worth€			
13.	<p>Appendix I Annex-IV Details of Eligible Projects (Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFQ)</p> <p>Page No 57,58 & 59</p>	<p>Φ Provide Certificate as per this format only. Attach explanatory notes to the Certificate, if necessary. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant or its Associate may provide the certificates required under this RFQ</p>					<p>Φ Provide Certificate as per this format only. Attach explanatory notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of company.</p>			
14.	<p>Appendix I Annex-IV Details of Eligible Projects (Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFQ)</p> <p>Page No 59</p>	Certificate from Statutory Auditor/Company Secretary regarding Associate					Certificate from Statutory Auditor/ Company Secretary regarding Associate\$			
15.	APPENDIX IV Joint Bidding	THIS JOINT BIDDING AGREEMENT is entered into on this the day of 2018.					THIS JOINT BIDDING AGREEMENT is entered into on this the day of 2020			

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	Agreement (Refer Clause 2.13.2) (To be executed on Stamp paper of appropriate value) Page No 68		
16.	APPENDIX IV Joint Bidding Agreement (Refer Clause 2.13.2) (To be executed on Stamp paper of appropriate value) Page No 65	WHEREAS, (A) Haldia Dock Complex, Syama Prasad Mookerjee Port , Kolkata (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Applications”) by its Request for Qualification (the “RFQ”) for pre-qualification and short-listing of bidders for “Mechanization of Berth No. 2 on Design, Build, Finance, Operate, Transfer (“DBFOT”) basis” at Haldia Dock Complex for a concession period of thirty (30) years through public private partnership.	WHEREAS, (A) Haldia Dock Complex, Syama Prasad Mookerjee Port , Kolkata (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Applications”) by its Request for Qualification No. dated (the “RFQ”) for pre-qualification and short-listing of bidders for “Mechanization of Berth No. 2 on Design, Build, Finance, Operate, Transfer (“DBFOT”) basis” at Haldia Dock Complex for a concession period of thirty (30) years through public private partnership.
17.	APPENDIX IV Joint Bidding Agreement (Refer Clause 2.13.2) (To be executed on Stamp paper of appropriate value) Page No 70	6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the second anniversary of the date of commercial operation of the Project, be held by 6.3 the Parties of the First, {Second and Third} Part whose experience and net worth have been reckoned for the purposes of qualification and short-listing of Applicants for the Project in terms of the RFQ. 6.4 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commercial operation date of the Project and the second anniversary thereof, hold	6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the second anniversary of the date of commercial operation of the Project, be held by the Parties of the First, {Second and Third} Part whose experience and net worth have been reckoned for the purposes of qualification and short-listing of Applicants for the Project in terms of the RFQ. 6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commercial operation date of the Project and the second anniversary thereof, hold subscribed

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		<p><i>subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.</i></p> <p>6.5 <i>The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the second anniversary of the commercial operation date of the Project.</i></p> <p>6.6 <i>The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.</i></p> <p>6.7 <i>The Parties undertake that they shall comply with the provisions pertaining to O&M requirements as at Clause 2.2.3 of this RFQ.</i></p>	<p><i>and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.</i></p> <p>6.4 <i>The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the second anniversary of the commercial operation date of the Project.</i></p> <p>6.5 <i>The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.</i></p> <p>6.6 <i>The Parties undertake that the O&M Member shall subscribe and hold at least 10% (ten per cent) of the subscribed and paid up equity shares in the SPV in terms of the Concession Agreement.}</i></p>