

CORRIGENDUM – II

**Name of work: E-tender for selection of Concessionaires from entities having a Proven Track Record for setting up CFSs at Multi Modal Logistics Park, Kathuwas & attracting customers to its fold.**

**Tender Notice No.CON/NR/TC/Tender for CFS/Kathuwas/2018-19**

**With the issue of this Corrigendum, the following clauses will be read as under :**

<b>Clause</b>	<b>To be read as</b>
3.2	“Shipping Line/NVOCC may also bid jointly as Joint Venture subject to the Lead Partner owning 51% of the JV and meeting with the eligibility conditions All JV partner of CONCOR are also eligible for participation in the bid”.
3.5	“All the bidders shall satisfy both clause 3.3 and 3.4 to qualify in the technical bid.”
4.0	“The CFS at Kathuwas will be attached to ICD Kathuwas. The CFS Operator shall be liable to dispatch the Containers for the gateway port through CONCOR only.  The entity setting up the CFS would be giving to CONCOR a revenue share of Rs. 400/- per loaded TEU handled when moved by CONCOR. This will be subject to escalation of 10% every three years.”
7.0	“A Successful Bidder, will have to pay an upfront premium of Rs. 18 Crore within 30 days of the award of the LOI. The bidding parameter will be the Revenue Share payable as per Minimum Guarantee Volumes (MGV in loaded TEUs) projected to be handled year wise for the lease period of 30 years by one CFS. Bidding Format is at Annexure-III. The bids should be higher or equal to the expected volumes as under:- Start of Operations or 18 months from the date of LOI whichever is earlier : Nil Upto 24 months : 5,000 TEUs Third year : 20,000 TEUs Fourth Year : 30,000 TEUs (Year to be started from the date of LOI and all figures are of loaded TEUs). Example: If the Minimum Guarantee Volume Bid for Year 5 is 40,000 TEUs, the Revenue Share payable to CONCOR will be-  40,000 TEUs i.e. 40,000 TEUs X Rs. 400/- = Rs. 1,60,00,000/- The Minimum Guarantee Revenue Share payable to CONCOR year-wise will be as calculated above. The bidders will be ranked as H1 (Highest), H2 (2 <sup>nd</sup> Highest), H3 and so on based on the NPV of these year wise Minimum Guarantee Revenue Shares payable to CONCOR. Only one CFS can be allotted to one Bidder. The highest bidder will choose one of the CFS for his allotment and the H2 bidder, one of the remaining CFSs and the H3 bidder will be allotted the Third CFS. CONCOR reserves the right not to allot any CFS in the Tender without assigning any reasons. The decision of CONCOR in this regard will be final and binding. The entity setting up the CFS will be sharing Revenue with CONCOR as per the Minimum Guarantee Revenue Share as calculated above from the Bid

	<p>MGVs or Actual Revenue whichever is higher.  Any shortfall in the MGV shall also attract additional revenue sharing of Rs. 1500/- per TEU and Rs. 3000/- per FEU. However, this will not be considered for Bid evaluation.  The upfront premium shall be non- refundable and can be paid by the successful bidder, as per the following options:  <b>Option 1:</b>  <b>Payment of Rs.18 crores as upfront premium within one month from the date of acceptance of their offer by CONCOR</b>  <b>OR</b>  <b>Option 2:</b>  <b>(a) Rs.4.50 crores (i.e. 25%) shall be payable as upfront premium within 30 days from the date of acceptance of offer by CONCOR and rest of the amount to be paid in annual equal instalments of Rs.2.70 crores each in next 05 years along with simple interest @10% p.a. on outstanding balance.</b>  <b>(b) The period of 5 years will commence from the end of 30 days period from the date of acceptance of offer by CONCOR.</b>  <b>(c) The amount payable along with interest at the end of 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>&amp; 5<sup>th</sup> year will be as under:</b></p> <p style="text-align: right;"><b>(Rs. in crores)</b></p> <table border="1" data-bbox="667 965 1283 1227"> <thead> <tr> <th>Yr.</th> <th>Premium Instalment</th> <th>Interest</th> <th>Total (P+I)</th> </tr> </thead> <tbody> <tr> <td>1<sup>st</sup></td> <td>Rs.2.70</td> <td>1.35</td> <td>4.05</td> </tr> <tr> <td>2<sup>nd</sup></td> <td>Rs.2.70</td> <td>1.08</td> <td>3.78</td> </tr> <tr> <td>3<sup>rd</sup></td> <td>Rs.2.70</td> <td>0.81</td> <td>3.51</td> </tr> <tr> <td>4<sup>th</sup></td> <td>Rs.2.70</td> <td>0.54</td> <td>3.24</td> </tr> <tr> <td>5<sup>th</sup></td> <td>Rs.2.70</td> <td>0.27</td> <td>2.97</td> </tr> </tbody> </table> <p><b>In case the amount of any premium instalment along with interest is not paid within the above stipulated due date, the amount of interest to be levied for such delayed period shall be 15% on the respective amount of premium instalment. However, in case any premium instalment amount is paid prior to the end of the respective year above, the simple interest included for respective instalment shall be proportionately reduced.</b>  <b>(d) As a guarantee towards payment of amount including interest at the end of 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> years, the bidder to provide irrevocable bank guarantee(s) of the equivalent amount. In case the bidder fails to pay the amount of instalment(s), the bank guarantee provided shall be liable to be invoked.</b></p>	Yr.	Premium Instalment	Interest	Total (P+I)	1 <sup>st</sup>	Rs.2.70	1.35	4.05	2 <sup>nd</sup>	Rs.2.70	1.08	3.78	3 <sup>rd</sup>	Rs.2.70	0.81	3.51	4 <sup>th</sup>	Rs.2.70	0.54	3.24	5 <sup>th</sup>	Rs.2.70	0.27	2.97
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8.1	Inter Carting plus Handling Charges for the First Year of Operations shall be Rs. 1300 Per TEU and Rs. 1800 per FEU. In subsequent years the Inter Carting plus Handling Charges for Rail Side Handling of CONCOR at Kathuwas will be fixed by Regional Head/Northern Region and shall be subject to revision from time to time. The Inter Carting between the rail head and JV CFSs shall be done by CONCOR only.																								
8.2	deleted																								
12.0	The detailed Concessionaire Agreement will be prepared and will be given to the successful bidder.																								
13.0	CONCOR reserves the right to re-tender or modify the terms and conditions of the tender at any stage.																								