

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
HALDIA DOCK COMPLEX

Appointment of Independent Engineer (IE) for the project “Mechanization of berth no. 5 (Erstwhile berth no 4B) on Design, Build, Finance, Operate, Transfer (“DBFOT”) basis for a concession period of 30 years”.

TENDER NO. SDM(P&E)/T/22/2024-2025 [E-tender No. 2025_KoPT_846421_1]

RESPONSE TO QUERIES IN CONNECTION WITH THE PRE-BID MEETING HELD ON 07.02.2025

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
1.	Schedule of Tender (SOT); Clause i (iii); Page: 6 of 136	Bidder requests Client to accept the EMD of Rs. 1,00,000/- in the form of Bank Guarantee as it is most common and general industry practice.	RFP condition prevails.
2.	Section-2, Clause 2.2.2 (A); Page: 21 of 136	Bidder request Client to accept the completion certificate from end-user in place of certificate from statutory auditor in order to certify the Technical capacity w.r.t. assignments done.	RFP condition prevails.
3.	Section-2, Clause 2.2.4; Page: 22 of 136	Bidder, being a Central PSU under the ministry of Petroleum & Natural Gas, has issued a Sub-delegation of Power for signing of Proposals/Pre-bid agreements/ Contracts etc. on behalf of Engineers India Limited to “ <u>Mr. Prem Prasun, General Manager (Marketing & Business Development)</u> ”, authorised signatory. The PoA of Mr. Prem Prasun is enclosed for perusal. Client is requested to accept the same in place of Form-4.	Board of director of register company has to decide who will get the Power of Attorney on behalf of register company. The said Power of Attorney is to be executed by the chairman of register company if the decided by the board. Certified copy of resolution and duly executed Power of Attorney in term of Form-4 register before the registrar.
4.	Section-2, Clause 2.26; Page: 36 of 136	Bidder request client to modify the following clause as updated: The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services. Client to confirm.	RFP condition prevails.
5.	Schedule- Agreement, Clause 3.4.4; Page: 84 of 136	1; Bidder request client to modify the following clause as updated: This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant	RFP condition prevails.

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
		in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value. Client to confirm.	
6.	Schedule- Agreement, Clause 7.2.1; Page: 91 of 136	Bidder request client to modify the following clause as updated: In case any error or variation is detected in the reports submitted by the Consultant and such error is the result of negligence or lack of due diligence on the part of the consultant, the Consultant shall provide the corrective services without any additional cost to Client, for any faulty services arising due to reasons solely attributable to Consultant, i.e. error or omission in the technical work/ services performed by Consultant in respect of consultant's scope of services. the consequential damage thereof shall be assessed by the authority in the reasonable manner and recover from the Consultants by way of deemed liquidated damages, subject to maximum of 50% (fifty percent) of the Agreement value. Client to confirm.	RFP condition prevails.
7.	Schedule- 1; Agreement, Clause 9.4; Page: 93 of 136	Bidder request Client to replace the Clause No: 9.4 with the following Clause: 1. In cases of any differences, the same shall be resolved by the parties through mutual discussions and agreement, within a time period of thirty (30) days. However, if the dispute is not resolved mutually between the parties, the following shall apply for resolution of disputes: "In the event of any dispute or differences arising out of or in relation to this agreement, such disputes or differences shall be referred by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in Department of Public Enterprises Office Memorandum No. 05/0003/2019-FTS-10937 dated 14th December, 2022." 2. The services under this contract shall be continued during the arbitration proceedings, unless otherwise agreed in writing by parties or unless it is proved that the services cannot possibly be continued during the arbitration proceedings. Client to confirm.	RFP condition prevails.
8.	SCHEDULE OF TENDER (SOT) Page No. 6 Earnest Money Deposit	We request authority to kindly consider EMD in the form of Bank Guarantee also, in addition to of DD/Banker Cheque or RTGS/NEFT. Please Confirm	RFP condition prevails.
9.	2.1.4 Key Personnel Team Leader/	We understand that the position of Team Leader plays a critical role in ensuring the success of IE Services. Considering the project duration of 3 years i.e. 1080 days and the requirement specified in the RfP document for deployment at the site for only once in a month. We understand that in such projects, the requirement of Team Leader having extensive experience of project execution must for smooth	RFP condition prevails.

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
	Project Manager	<p>functioning and timely execution of the similar infrastructure project.</p> <p>A full-time Team Leader will ensure continuous oversight, effective coordination among stakeholders, and timely resolution of issues, thereby enhancing the overall quality and efficiency of the project. This adjustment aligns with the critical nature of the role and the need for consistent leadership throughout the project duration.</p> <p>Hence, we kindly request Authority to reconsider the availability of TEAM LEADER at site to full-time rather than intermittent requirement.</p> <p>Please Confirm</p>	
10.	2.2.2-(A) Technical Capacity Page No. 21	<p><u>Item Description</u> The Applicant shall have, over the past 7 (seven) years ending 31-03-2024 (2017-18, 2018-19, 2019-20, 2020-21 ,2021-22,2022-23 and 2023-2024) completed/ Substantially Completed (work where at least 90% of Consultancy fee should have been received) 3 (Three) Eligible Assignments as specified in Clause 3.1.4.</p> <p><u>Query</u> In similar IE assignments, various port authorities have required a minimum of one (1) eligible assignment (completed/ Substantially Completed) over the past seven (7) years, as specified in Clause 3.1.4. The scoring criteria at clause 3.1.3, at Page No. 37 also reflects the same approach. We request the Authority to consider aligning this requirement to encourage the participation in the tender. Please Confirm</p>	Please see Addendum-II.
11.	2.2.2-(B) Financial Capacity Page No. 21	<p><u>Item Description</u> The Applicant shall have received an income of Rs. 687 Lakhs (Rupees Six Hundred Eighty Seven Lakhs only).....</p> <p><u>Query</u> Such projects required a technically and financially sound consultants to provide timely deployment and efficient services, therefore we request authority to kindly increase the required financial capacity of the applicant as minimum average income received of Rs. 30 Crores (Rupees Thirty Crores) per annum from professional fees during each of the 3 (three) financial years instead of existing Rs. 687 Lakhs.</p>	RFP condition prevails.
12.	2.25.2 at Page No. 35	<p><u>Item Description</u> As a condition to first substitution, the original Key Personnel will be allowed to be substituted by HDC with proper reason and equivalent or better qualification. In the case of a second substitution and further hereunder, such deduction shall be a sum equivalent to 10%.....</p>	RFP condition prevails.

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
		<p><u>Query</u> We understand that if a proposed expert resigns or becomes unavailable, the consultant should not be penalized for providing a suitable replacement. Imposing a penalty in such cases would be unreasonable, as such circumstances are often beyond the consultant's control. Allowing substitutions without penalties ensures continuity of services while maintaining fairness in the tendering process. Please Confirm</p>	
13.	2.26 Indemnity Page No. 36	<p><u>Item Description</u> The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.</p> <p><u>Query</u> This clause is typically applicable in construction tenders. However, as per standard practice in the consulting sector, the indemnity amount is generally aligned with the total value of the contract agreement. We kindly request the Authority to consider adopting this standard practice to ensure consistency with industry norms and to provide a fair and reasonable framework for liability. Aligning the indemnity amount with the contract value ensures proportional accountability while avoiding undue financial burden, thereby fostering a collaborative and sustainable working relationship. Please confirm.</p>	RFP condition prevails.
14.	2.29 Commencement of assignment Page No. 36	<p><u>Item Description</u> The Consultant shall commence the services at the Project site within 7 (seven) days of the date of the Agreement or such other date as may be mutually agreed</p> <p><u>Query</u> We would like to bring to your attention a concern regarding the current stipulation that the contract's effectiveness begins from the date of the signing of agreement. We believe this approach may be impractical for the successful execution of the project. Mobilizing the required manpower and resources typically necessitates a minimum of 15 days from the date of signing the contract. Below, we provide our justification for this request: 1.Kick Off Meeting: Generally, after the contract is signed, consultants are required to conduct a kick-off meeting with the client. During this meeting, the approach, methodology, and deployment schedule are discussed and finalized. Once approval is obtained from the client, the consultant will mobilize the experts required for the project. This process of mobilization of experts necessarily requires 15 days from the date of signing the contract. 2.Preparation Time: After the contract is signed, the consultant needs time to prepare for the project.</p>	Please see Addendum-II.

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		<p>This includes organizing logistics, procuring necessary equipment viz: Laptop/Software/Office Related Equipment etc. These activities cannot commence until the contract is officially signed and all terms are agreed upon.</p> <p>3.Manpower Mobilization: It is to mention that, the resources which needs to deployed are already working on existing projects to mobilize them, the client for the ongoing project must be informed through the proper channels, necessitating a signed contract document. Once the contract document is signed then consultant will officially mobilize the resources. This process is time-consuming and cannot be completed instantly. A minimum of 15 days is generally required to ensure that the workforce is adequately prepared and available.</p> <p>4.Risk Mitigation: Starting the project without adequate preparation increases the risk of delays, cost overruns, and quality issues. Allowing a 15-day mobilization period helps mitigate these risks by ensuring that all necessary preparations are in place before the project commences.</p> <p>By considering these factors, we request for including additional 15 days' time for mobilization of resources in overall contract duration OR Contract may be effective after 15 days from the signing of contract.</p>	
15.	3.1.4 Eligible Assignments Page No. 39	<p><u>Item Description</u> For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments in respect of preparation of feasibility report and/or detailed project report including project monitoring and supervision for the following projects shall be deemed as eligible assignments (the "Eligible Assignments")</p> <p><u>Query</u> In similar Independent Engineer (IE) assignments, various port authorities have considered the following for proposal evaluation:</p> <ol style="list-style-type: none"> Providing services as Independent Engineer or Project Management Contract Services <p>There is no direct correlation between these roles and the preparation of feasibility reports and/or detailed project reports.</p> <p>Therefore, we request the Authority to consider this approach for tender evaluation, ensuring consistency with industry practices and allowing fair competition among qualified bidders.</p> <p>Please Confirm</p>	Please see Addendum-II
16.	3.1.4 Eligible Assignments Page No. 39	<p><u>Item Description</u> For the purpose of this RFP, Port Infrastructure would be deemed to include marine structures, on-shore and offshore terminals, berths, jetties, quays, cargo handling system, bulk / liquid material handling system, port based terminal facilities, CFS / ICDs, storage tanks / tank farms, conveyors, pipelines, railways....</p>	RFP condition prevails.

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
		<p><u>Query</u> We request Authority to kindly consider the following as the “Eligible Assignments, as the standard practice followed by the various port authorities for the IE assignment i.e.:- a. For the purpose of this RFP Port Infrastructure would be deemed to include marine structures, on-shore terminals, berths, jetties, quays, cargo handling system, bulk / liquid material handling system, port based terminal facilities, CFS / ICDs, storage tanks / tank farms, conveyors, pipelines, warehousing, deepening and widening of navigational channel (dredging) etc and having an estimated capital cost Rs. 138 Cr.; OR b. Any project involving construction or supply and erection of Mechanical Handling Equipment or Independent Engineer Services for Highways, Metros, Power, Transmission & Distribution, Airport, Railways, Logistic Parks, Petroleum and Natural gas and pipelines and having an estimated capital cost Rs. 275 Cr. Please Confirm</p>	
17.	3.3.4 combined Technical (TS) and Financial Page No. 40	<p><u>Item Description</u> Where 'S' is the combined score and weightages assigned to Technical Proposal and Financial Proposal shall be 0.70 and 0.30 respectively <u>Query</u> We understand that this esteemed project demands a technically competent consultant, whose services are well-regarded in the consultancy field. Therefore, we kindly request the Authority to consider an 80:20 ratio for technical and financial evaluation instead of 70:30 basis.</p>	RFP condition prevails.
18.	7.4 Time and Payment Schedule Page No. 49	<p><u>Item Description</u> The total duration of Service of the Independent Engineer shall be until completion of 6 months from the date of Commercial Operation of the project <u>Query</u> We understand the total duration of project is 36 months from the date of contract signing, which also includes 6 months of commercial operation of the project. Please Confirm</p>	Confirmed
19.	Clause 7.6.2 & 7.9.2 Page No. 51 & 52	<p><u>Item Description</u> The Consultant (IE) shall establish a Project Office in a suitable location at Haldia..... Space for setting up of office for IE shall be provided by the Concessioneing Authority/Employer at the Port on monthly rental basis depending on its availability as per Port Scale of Rates ... <u>Query</u> We understand that the office space provided to the consultant will be free of cost, with only electricity</p>	RFP condition prevails.

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
		<p>and water bills payable by the consultant.</p> <p>This arrangement aligns with standard industry practices, ensuring that consultants can efficiently perform their duties without additional financial burden while still being responsible for utility expenses. We request the Authority to confirm this understanding for clarity and consistency in contract terms.</p> <p>Please Confirm</p>	
20.	<p>7.6.3 Mobilization and De-mobilization</p> <p>Page No. 51</p>	<p><u>Item Description</u></p> <p>The Consultant (IE) shall mobilise and demobilise its Professional Personnel.</p> <p><u>Query</u></p> <p>We understand the Client's provide 30 days prior notice to the consultant for the Mobilization and Demobilizations of the project team from the assignment.</p> <p>Further, during the period of their inability to perform the Services on occurrence of Force Majeure including pandemic situation as declared by the Government, the Consultant, upon instructions by the Client, shall either:</p> <p>a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or</p> <p>b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.</p> <p>c) Payment shall be made by the Client till the work performed by the consultant's onsite team during the period of demobilization.</p> <p>Kindly confirm</p>	Please see Addendum-II
21.	<p>Clause 2.7.1</p> <p>Page No. 77</p>	<p><u>Item Description</u></p> <p>Force Majeure for the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.</p> <p><u>Query</u></p> <p>For purpose of this clause, "Force Majeure" means an event beyond the control of the Consultant and not involving the Consultant's fault or negligence and not foreseeable.</p> <p>Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the Consultant, which prevents or delays the execution of the</p>	RFP condition prevails.

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
		<p>order by the Consultant.</p> <p>If a force majeure situation arises, the Consultant shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless directed by the Client in writing, the Consultant shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Consultant shall advise Client in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserve the right to cancel the contract without any obligation to compensate the Consultant in any manner for any reason.</p>	
22.	2.7.3 Measures to be taken Page No. 77	<p>We request Authority to kindly clarify the process for notifying and documenting force majeure events, and how will these events impact the project timeline and costs.</p> <p>The understanding of process for handling force majeure events will help in managing risks and ensuring that the project timeline and costs are appropriately adjusted.</p>	RFP condition prevails.
23.	3.4 Liability of the Consultant Page No. 84	<p><u>Item Description</u> Sub-clause 3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct.....</p> <p><u>Query</u> We understand the Limitation of the Consultant's Liability towards the Client: Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant shall not be liable to the Client for any: (i) indirect or consequential loss or damage; (ii) direct loss or damage that exceeds one time the total value of the Contract. This limitation of liability shall not be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law in India." Please Confirm</p>	RFP condition prevails.
24.	Clause 3.5.2 Page No. 85	<p><u>Item Description</u> Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 3.43 Crore (Rupees Three Crore Forty-Three Lakh only);</p> <p><u>Query</u> We would request to the Authority kindly share the law under which the Third-Party liability cover is stated to be procured for a minimum cover of Rs. 3.43 Crore.</p>	Third Party Liability insurance with a minimum coverage of Rs. 3.43 Cr (Rupees Three Crore Forty-Three Lakh only) would have to be obtained by the Consultant. In addition to the same, in case during the contract period any other

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
			Third Party Liability insurance required to be taken, as per prevailing law , the same may also have to be obtained by the Consultant.
25.	Clause 3.12 Accuracy of Documents Page No. 87	<p><u>Item Description</u> The Consultant shall be responsible for accuracy of the data collected by it directly or procured From other agencies/authorities, the designs, drawings, estimates....</p> <p><u>Query</u> We understand that IE will be responsible for review and providing observations on drawings including any re-survey or investigations. Concessionaire at its own cost and risk shall do any corrections or rework. IE will not be responsible for any corrections or rework. Please clarify and confirm.</p>	Consultant is responsible for correcting the faulty drawing & design by way of resurvey /Investigation at its own cost & risk only & not the work executed.
26.	Clause 4.4 (Para 3 rd) Page No. 88	<p><u>Item Description</u> Substitution of the Team Leader shall not be considered except, for reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity.</p> <p><u>Query</u> We understand that the any incapacity includes resignation or unavailability of proposed expert because which is beyond the reasonable control of consultant. Hence, in such cases the substitution of Team Leader is acceptable to the Authority. Please Confirm</p>	RFP condition prevails.
27.	Clause 4.5 Hours of Work for Key Personnel Page No. 88	<p><u>Item Description</u> The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items.</p> <p><u>Query</u> We understand that health issues are not covered under this clause. However, it has been observed that post-COVID and due to climatic changes, certain health challenges are being faced by the experts and that is beyond the consultant's control. Therefore, we kindly request the Authority to exclude these circumstances from the scope of this clause. Please Confirm</p>	RFP condition prevails.
28.	Clause 6 Payment to the consultant Page No. 90	The document mentions the payment schedule but does not specify the frequency of payments. We request Authority to please clarify if the payments will be made monthly, quarterly, or upon completion of specific milestones.	Upon completion of milestone as specified in Annex-6.

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
29.	6.3 Mode of billing and payment Page No. 90	<p><u>Item Description</u> c. The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “Due Date”).</p> <p><u>Query</u> We request the Authority to kindly process the consultant’s payment within 15 days of receiving the invoice. This approach will support the successful execution and smooth progress of the project, ensuring timely salary disbursement to the consultant’s team. Please Confirm</p>	RFP condition prevails.
30.	7.2.1 Liquidated Damages for error/variation Page No. 91	<p><u>Item Description</u> In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value</p> <p><u>Query</u> 7.2.1 This provision seems to be contradictory to Clause 3.4.3 (i) in as much as Clause 3.4.3(i) excludes Consultant’s liability for any consequential damage or loss. However, this clause states to impose upto 10% of Agreement Value as consequential damages as deemed liquidated damages. You are accordingly requested to remove reference to consequential damages from this clause and liquidated damages, subject to a maximum of 10% (Ten per cent) of the Agreement Value. Please Confirm</p>	RFP condition prevails.

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31.	BoQ <div><table><tr><th colspan="3">BILL OF QUANTITIES</th></tr><tr><th>Sl. No.</th><th>ITEM DESCRIPTION</th><th>UNIT OF MEASUREMENT</th></tr><tr><td>1</td><td>Quote for Review of the Design and drawings & approval of the same by the Engineer-in-Charge, including the time taken for the same.</td><td>LUMP SUM</td></tr><tr><td>2</td><td>Quote for payment for the services of the Engineer-in-Charge for the supervision of the work.</td><td>LUMP SUM</td></tr><tr><td colspan="3">TOTAL LUMP SUM</td></tr><tr><td colspan="3">Percentage of GST applicable</td></tr></table></div>	BILL OF QUANTITIES			Sl. No.	ITEM DESCRIPTION	UNIT OF MEASUREMENT	1	Quote for Review of the Design and drawings & approval of the same by the Engineer-in-Charge, including the time taken for the same.	LUMP SUM	2	Quote for payment for the services of the Engineer-in-Charge for the supervision of the work.	LUMP SUM	TOTAL LUMP SUM			Percentage of GST applicable			<p>We have reviewed the BoQ and found that bidder has to quote the remuneration for each Scope of Services.</p> <p>We have not found line items expenses relevant to;-</p> <p>i. Remuneration of Key Personnel</p> <p>ii. Reimbursable and other expenses</p> <p>BILL OF QUANTITIES</p> <table><tr><th>SN</th><th>ITEM DESCRIPTION</th><th>UNIT OF MEASUREMENT</th></tr><tr><td>1</td><td>Quote for Review of the Designs.....</td><td>LUMP SUM</td></tr><tr><td>2</td><td>Quote for payment for the services of Inspection...</td><td>LUMP SUM</td></tr><tr><td>3a</td><td>Team Leader</td><td>LUMP SUM</td></tr><tr><td>b</td><td>Sr. Civil Engineer</td><td>LUMP SUM</td></tr><tr><td>c</td><td>Sr. Engineer (Mechanical)</td><td>LUMP SUM</td></tr><tr><td>d</td><td>Sr. Electrical / Instrumentation Engineer</td><td>LUMP SUM</td></tr><tr><td>e</td><td>Other Support Staff from home office</td><td>LUMP SUM</td></tr><tr><td>3</td><td>other reimbursable expenses</td><td>LUMP SUM</td></tr></table>	SN	ITEM DESCRIPTION	UNIT OF MEASUREMENT	1	Quote for Review of the Designs.....	LUMP SUM	2	Quote for payment for the services of Inspection...	LUMP SUM	3a	Team Leader	LUMP SUM	b	Sr. Civil Engineer	LUMP SUM	c	Sr. Engineer (Mechanical)	LUMP SUM	d	Sr. Electrical / Instrumentation Engineer	LUMP SUM	e	Other Support Staff from home office	LUMP SUM	3	other reimbursable expenses	LUMP SUM	RFP condition prevails.
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32.	Submission of proposal	We request authority to provide at least 3 weeks’ time from the date of response of pre- bid queries to the applicant to prepare a fully comprehensive and responsive proposal.	Please see Addendum-II																																													
33.	Section 3 – Criteria for Evaluation, Page no. : 38-39	<p>Item Description</p> <p>3.1.4 Eligible Assignments</p> <p>For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments in respect of preparation of feasibility report and/or detailed project report including project monitoring and supervision for the following projects shall be deemed as eligible assignments (the “Eligible Assignments”):</p> <p>Development of Port Infrastructure having an estimated capital cost (excluding land) of at least Rs. 138 crore (Rupees One Hundred and Thirty Eight Crore only) in case of each project in India or equivalent</p>	<p>As per instant RFP evaluation Criteria, need to qualify separately.</p> <p>RFP condition prevails.</p>																																													

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		<p>amount (as per Clause no. 1.7.1) in US\$ for the each of the projects undertaken outside India. For the purpose of this RFP, Port Infrastructure would be deemed to include marine structures, on-shore and offshore terminals, berths, jetties, quays, cargo handling system, bulk / liquid material handling system, port based terminal facilities, CFS / ICDs, storage tanks / tank farms, conveyors, pipelines, railways. For avoidance of doubt, the above port infrastructure shall also include the projects executed in sectors other than ports.</p> <p>Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to Proposal Due Date, received professional fees of at least Rs. 35 Lakhs (Rupees Thirty Five Lakhs only) for such completed assignment. Provided further that if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, such assignment shall have been completed prior to Proposal Due Date and the Applicant shall have received professional fees of at least Rs. 70 Lakhs (Rupees Seventy Lakhs only) and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to Proposal Due Date</p> <p><u>Query</u> As an IPA-empanelled consultant, we were already prequalified by the Indian Ports Association. Does this mean we automatically qualify for this project based on our IPA status, or do we need to qualify separately as per the selection criteria mentioned in Section 3 – "Criteria for Evaluation"?</p> <p>Additionally, we kindly request you to consider design or design review projects related to port development and associated facilities for this evaluation.</p>	
34.	APPENDIX-I Form-2 Particulars of the Applicant	<p><u>Item Description</u> Whether V applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium For this project, is a Joint Venture (JV) allowed? If yes, please specify the maximum number of JV partners permitted. Also, let us know all JV partner should be IPA Empanelled?</p>	<p>If a JV is empaneled by IPA as a Consultant, then such empaneled JV can apply. However, JV within IPA empaneled consultant is not allowed.</p> <p>RFP condition Prevails.</p>
35.	Section-7, Terms of Reference for Independent Engineer, Pg. no. 47- 48	<p><u>Item Description</u> 2. Review of Designs and Drawings (xiii) The Independent Engineer shall carry out, or cause to be carried out, all the Tests specified in the Appendix hereto and issue a Completion Certificate or Provisional Certificate, as the case may be, in</p>	<p>The Independent Engineer will require the Concessionaire to carryout tests. Tests will be carried out at the cost of the</p>

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		<p>accordance with the provisions of the Agreement. Depending on the parameters of the Project/Construction Requirements, the Tests shall be as per Good Industry Practice shall be stipulated on a project specific basis and including listed in this Annexure herein below.</p> <p>Query Please clarify whether Independent Engineer shall carry out or shall require Concessionaire to carry out any kind of tests in construction or in operation period.</p> <p>In case Independent Engineer is required to carry out any test, please specify such tests and clarify whether expense of such test will be reimbursed by Concessionaire or SMP.</p>	Concessionaire.
36.		Please clarify whether space for furnished project site office will be allocated by SMP or concessionaire.	Only Space for site, if available, will be allotted as per Port SOR.
37.	1.8 Schedule of Selection Process	<p>4. Proposal Due Date or PDD – 20.02.2025 up to 15:00 Hrs</p> <p>We kindly request an extension of the bid submission date by two weeks for PDD. This extension will allow us to better understand the scope of services required and prepare a bid that aligns with the specified requirements.</p> <p>Additionally, it will provide us with sufficient time to identify and propose suitable candidates that meet the criteria mentioned in the tender.</p>	Please see Addendum-II.
38.	Section -2 – Instructions to applicants, page no.: 20	<p>Item Description 2.2 Conditions of Eligibility of Applicants 2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following: (A) Technical Capacity: The Applicant shall have, over the past 7 (seven) years ending 31-03-2024 (2017-18, 2018-19, 2019-20, 2020-21 ,2021-22,2022-23 and 2023-2024) completed/ Substantially Completed (work where at least 90% of Consultancy fee should have been received) 3 (Three) Eligible Assignments as specified in Clause 3.1.4. However, the certificate from statutory auditor shall be provided certifying the above.</p> <p>Query We kindly request you to consider eligible assignments that have been completed within the last 10 financial years.</p> <p>This consideration will provide a broader timeframe for demonstrating relevant experience and ensure a fair evaluation of past performance.</p>	RFP condition prevails.
39.	2.13.2 of	Item Description	Submission of Hard copies of

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
	Preparation and submission of Proposal (Page No. 28)	<p>Apart from the e – tender, additionally one copy of the completed tender shall be submitted in a separate sealed envelope super scripting as “Technical bid”</p> <p>The bidders are required to send the hard copies of all required documents within 05 days of the date of opening of the RFP.</p> <p>Query</p> <p>It is requested to modify the condition as “The bidders required to send the hard copies of all required documents within 07 working days of the date of opening of the RFP”.</p> <p>Please confirm.</p>	<p>required documents is not necessary.</p> <p>Please see Addendum-II.</p>
40.	2.14.2 (g) of Technical Proposal (Page No. 29)	<p>Item Description</p> <p>The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected.</p> <p>Query</p> <p>It is requested to modify the condition as “The CVs have been recently signed and dated in blue ink/photocopied signature by the respective Personnel and recently countersigned and dated in blue ink by the Applicant.</p> <p>Please confirm.</p>	RFP condition prevails.
41.	2.26 Indemnity (Page No. 36)	<p>Item Description</p> <p>The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.</p> <p>Query</p> <p>It is requested to modify the condition as “The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 1 (one) time the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.”</p> <p>Please confirm.</p>	RFP condition prevails.
42.	3.1.4 Eligible Assignments (Page No. 39) [Second Para, Last Two Lines]	<p>Item Description</p> <p>Development of Port Infrastructure having an estimated capital cost (excluding land) of at least Rs. 138 crores (Rupees One Hundred and Thirty-Eight Crore only)</p> <p><u>For avoidance of doubt, the above port infrastructure shall also include the projects executed in sectors other than ports.</u></p> <p>Query</p> <p>It is understood that</p> <p>“..... other infrastructure projects like Buildings, Metros, Roads, Bridges, Inland water ways etc.,.</p> <p>Please confirm.</p>	Please see Addendum-II.

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
43.	3.4.4 Limit of Liability (Page No. 84)	<p><u>Item Description</u> This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.</p> <p><u>Query</u> It is requested to modify the condition as "This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 1 (One) time the Agreement Value." Please confirm.</p>	RFP condition prevails.
44.	7.2.1 Liquidated Damages for error/variation (Page No. 91)	<p><u>Item Description</u> In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.</p> <p><u>Query</u> It is requested to modify the condition as "In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 5% (Five per cent) of the Agreement Value." Please confirm.</p>	RFP condition Prevails
45.	Annex-6 Note(iii) (Page No.102)	<p><u>Item Description</u> 10% (Ten per cent) of the monthly bill will be withheld on each payment. This has been earmarked as Final Payment to be made to the Consultant upon expiry 6 months from the date of commercial operation of the Project as per Clause 6.3 (f) of Schedule.</p> <p><u>Query</u> Since the successful bidder is submitting the Performance security of 5% already, it is requested to modify the condition as "5% (Five per cent) of the monthly bill will be withheld on each payment. This has been earmarked as Final Payment to be made to the Consultant upon expiry of 6 months from the date of commercial operation of the Project as per Clause 6.3 (f) of Schedule." Please confirm.</p>	RFP condition prevails
46.	General	We request a minimum of 14 working days' time for the bid submission after response to the pre-bid queries.	Please see Addendum-II.

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
		Please confirm.	
47.	Cl. 3.1.4 Eligible Assignments Pg. 39	<p><u>Item Description</u> For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments in respect of preparation of feasibility report and/or detailed project report including project monitoring and supervision for the following projects shall be deemed as eligible assignments (the “Eligible Assignments advisory/ consultancy assignments in respect of preparation of feasibility report and/or detailed project report including project monitoring and supervision for the following projects shall be deemed as eligible assignments”):</p> <p><u>Query</u> We request the Authority to revise the sentence for better clarity as follows: advisory/ consultancy assignments in respect of preparation of feasibility report and/or detailed project report / Project Management Consultancy/ project monitoring and supervision for the following projects shall be deemed as eligible assignments.</p>	Please see Addendum-II
48.	Cl. 3.1.4 Eligible Assignments Pg. 39	<p><u>Item Description</u> Development of Port Infrastructure having an estimated capital cost (excluding land) of at least Rs. 138 crore (Rupees One Hundred and Thirty Eight Crore only) in case of each project in India or equivalent amount (as per Clause no. 1.7.1) in US\$ for the each of the projects undertaken outside India. For the purpose of this RFP, Port Infrastructure would be deemed to include marine structures, on-shore and offshore terminals, berths, jetties, quays, cargo handling system, bulk / liquid material handling system, port based terminal facilities, CFS / ICDs, storage tanks / tank farms, conveyors, pipelines, railways. For avoidance of doubt, the above port infrastructure shall also include the projects executed in sectors other than ports</p> <p><u>Query</u> We request the Authority to revise the sentence for better clarity as follows: “For the purpose of this RFP, Port Infrastructure would be deemed to include marine structures/ on-shore and offshore terminals/ berths/ jetties/ quays/ cargo handling system/ bulk / liquid material handling system, port based terminal facilities/ CFS / ICDs, storage tanks / tank farms/ conveyors/ pipelines, railways”</p>	Please see Addendum-II

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
49.	Cl. 3.1.4 Eligible Assignments Pg. 39	<p><u>Item Description</u> Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to Proposal Due Date, received professional fees of at least Rs. 35 Lakhs (Rupees Thirty Five Lakhs only) for such completed assignment.</p> <p><u>Query</u> We request the Authority to revise to revise the sentence for better clarity as follows:</p> <p>Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to Proposal Due Date, received professional fees of at least Rs. 20 Lakhs (Rupees Twenty Lakhs only) for such completed assignment.</p> <p>Provided further that if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, such assignment shall have been completed prior to Proposal Due Date and the Applicant shall have received professional fees of at least Rs. 70 Lakhs (Rupees Seventy Lakhs only) and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to Proposal Due Date.</p> <p>We request the Authority to kindly clarify the context here on the sentence (as a whole) and specifically on “private sector entity”.</p>	<p>RFP condition Prevails</p> <p>In the 3rd paragraph, received the of professional fee at least Rs. 35 lakhs is mention which is meant for completed government /PSU assignment. Therefore, professional fee for private sector entity assignment of Rs.70 lakhs is acceptable</p>
50.	Section -2 INSTRUCTIONS TO APPLICANTS Pg. 21	<p>2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following: (A) Technical Capacity: The Applicant shall have, over the past 7 (seven) years ending 31-03-2024 (2017-18, 2018-19, 2019-20, 2020-21 ,2021-22,2022-23 and 2023-2024) completed/ Substantially Completed (work where at least 90% of Consultancy fee should have been received) 3 (Three) Eligible Assignments as specified in Clause 3.1.4.</p> <p>We request the Authority to consider completed assignments within last 10 financial years.</p>	RFP condition prevails
51.	Section – 7 TERMS OF REFERENCE FOR	<p>Cl. 7.6.Consultancy Team (b) Sr. Civil Engineer (c) Sr. Engineer Mechanical</p>	RFP condition prevails

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
	INDEPENDENT ENGINEER Pg.50	<p>(d) Sr. Electrical / Instrumentation Engineer</p> <p>Minimum time required on Site: He will be stationed at HDC during the entire period of contract</p> <p>We request the Authority to consider all the key personnel on “once in a month site visit basis”. In addition to the above request, we request you to consider a dedicated Site Engineer of Engineering (any of Civil/ Mechanical/ Electrical) will be stationed full time at site for monitoring and reporting the day-day activities to Key Personnel of successful bidder and Authorities. Kindly accept.</p>	
52.	Section - 3 CRITERIA FOR EVALUATION Pg.37	<p>3.1.3 The scoring criteria to be used for evaluation shall be as follows.</p>	RFP condition prevails
	Section -2 INSTRUCTIONS TO APPLICANTS Pg. 21	<p>Item code: 1</p> <p>Parameter: Relevant Experience of the Applicant</p> <p>Criteria:</p> <p>While awarding marks for relevant experience of the applicant, no score will be awarded to an Applicant for fulfilling the minimum eligibility criteria prescribed in clause 2.2.2 (A) and only projects exceeding the eligibility criteria will be considered for the following scoring:</p> <p>a) 25% marks shall be awarded for each additional Eligible Assignment with a value of minimum RS.138.00 Crores and upto Rs.172.00 Crores for the projects in India or equivalent amount (as per Clause no. 1.7.1) in US\$ for the projects undertaken outside India.</p> <p>b) 50% marks shall be awarded for each additional Eligible Assignment with a value of not less than Rs.172.00 Crores and upto Rs.275.00 Crores for the projects in India or equivalent amount (as per Clause no. 1.7.1) in US\$ for the projects undertaken outside India.</p> <p>c) 100% marks shall be awarded for each additional Eligible Assignment with a value of more than Rs.275.00 Crores for the projects in India or equivalent amount (as per Clause no. 1.7.1) in US\$ for the projects undertaken outside India.</p> <p>2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:</p>	

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
		<p>(A) Technical Capacity: The Applicant shall have, over the past 7 (seven) years ending 31-03-2024 (2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 and 2023-2024) completed/ Substantially Completed (work where at least 90% of Consultancy fee should have been received) 3 (Three) Eligible Assignments as specified in Clause 3.1.4.</p> <p>As per Cl 2.2.2 (A), for the bidder to get qualified shall need to have 3 nos. of eligible assignments.</p> <p>From criteria as mentioned in Cl 3.1.3, it is understood that the 3 nos. of eligible assignments shall not attract/ carry any marks i.e. zero marks.</p> <p>Only assignments beyond 3 nos. of eligible assignments will be allotted/ considered for marks (based on the project cost). i.e. to obtain full 25 marks, bidder need to show additional 4 nos. of eligible assignments of project value up to Rs. 172 Crores (or) 2 nos. of eligible assignments of project value up to Rs. 275 Crores (or) 1 nos. of eligible assignments of project value more than Rs. 275 Crores.</p> <p>Kindly confirm our understanding.</p> <p>If our understanding is correct, we request you to give minimum say “10 marks” for meeting the eligible assignments as per Cl 2.2.2(A).</p>	
53.	Section - 3 CRITERIA FOR EVALUATION Pg.38	<p>3.1.3 The scoring criteria to be used for evaluation shall be as follows.</p>	RFP condition prevails
53(a)	Section -2 INSTRUCTIONS TO APPLICANTS Pg. 21	<p><u>Item code:</u> 3</p> <p><u>Parameter:</u> Relevant Experience of the Key Personnel</p> <p><u>Criteria:</u></p> <p>While awarding marks for relevant experience of the Key Personnel, no score will be awarded to a Key Personnel for fulfilling the minimum eligibility criteria prescribed in clause 2.2.2 (D) and only projects exceeding the eligibility criteria will be considered for the following scoring.</p> <p>a) 25% marks shall be awarded for each additional Eligible Assignment with a value of minimum RS.138.00</p>	

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
		<p>Crores and upto Rs.172.00 Crores for the projects in India or equivalent amount (as per Clause no. 1.7.1) in US\$ for the projects undertaken outside India.</p> <p>b) 50% marks shall be awarded for each additional Eligible Assignment with a value of not less than Rs.172.00 Crores and upto Rs.275.00 Crores for the projects in India or equivalent amount (as per Clause no. 1.7.1) in US\$ for the projects undertaken outside India.</p> <p>c) 100% marks shall be awarded for each additional Eligible Assignment with a value of more than Rs.275.00 Crores for the projects in India or equivalent amount (as per Clause no. 1.7.1) in US\$ for the projects undertaken outside India.</p> <p>2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:</p> <p>(D) Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility specified below.</p> <p><u>Key Personnel:</u> Team Leader Sr. Civil Engineer Sr. Engineer Mechanical Sr. Electrical / Instrumentation Engineer</p> <p><u>Length of Professional Experience:</u> Minimum 10 years (Team Leader), Minimum 7 years (Sr. Civil Engineer, Sr. Engineer Mechanical, Sr. Electrical / Instrumentation Engineer)</p> <p><u>Experience on Eligible assignments</u> He should have completed Three (3) "Eligible Assignment" as per Clause 3.1.4.</p> <p>As per Cl 2.2.2 (D), for the bidder to get qualified shall need to have 3 nos. of eligible assignments.</p> <p>From criteria as mentioned in Cl 3.1.3, it is understood that the 3 nos. of eligible projects of key personnel shall not attract/ carry any marks i.e. zero marks.</p> <p>Only assignments beyond 3 nos. of eligible assignments will be allotted/ considered for marks (based on</p>	

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
		<p>the project cost). i.e. to obtain respective full marks of respective key personnel, bidder need to show additional 4 nos. of eligible assignments of project value up to Rs. 172 Crores (or) 2 nos. of eligible assignments of project value up to Rs. 275 Crores (or) 1 nos. of eligible assignments of project value more than Rs. 275 Crores.</p> <p>Kindly confirm our understanding.</p> <p>We request Authority to provide the marks scheme i.e. marks break up for the following consideration:</p> <ul style="list-style-type: none"> • Educational qualification. • Length of Professional experience • Number of eligible assignment (including marks for eligible projects meeting the requirement as per Cl 2.2.2(D)). 	
54.	Annex – 6 Payment Schedule Pg. 101	<p>Notes: (iii) 10% (Ten per cent) of the monthly bill will be withheld on each payment. This has been earmarked as Final Payment to be made to the Consultant upon expiry 6 months from the date of commercial operation of the Project as per Clause 6.3 (f) of Schedule.</p> <p>Query We understand that the project duration of 36 months mentioned is included the COD of 6 months (commercial operation of the Project). We request the Authority to kindly confirm</p>	Confirmed
55.	APPENDIX-II, Financial Proposal, Form – 1, Covering Letter Pg. 135	<p>This offer is valid for a period of 180 days from the bid due date.</p> <p>16. I/We agree to keep this offer valid for 90 (Ninety) days from the Proposal Due Date specified in the RFP.</p> <p>We found that there is discrepancy in the validity of proposal duration. Hence, we kindly request the Authority to confirm the number of days of validity of proposal.</p>	Please see Addendum-II
55(a)	APPENDIX-I, Technical Proposal, Form – 1, Bid Submission Letter Pg. 109		
56	Cl. 2.6, Site visit and verification of information	<p><u>Item description</u></p> <p>Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate and access to the site availability of drawings and other data with the Authority, Applicable Laws and regulations or any</p>	It is not mandatory to make a site visit prior to bid submission, however applicants are encouraged to

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
	Pg. 25	other matter considered relevant by them. Query We understand that the site visit is not mandatory for bid submission. Kindly confirm our understanding.	visit the Project Site prior to submission of their bids.
57	APPENDIX-II, Form – 2, Financial Proposal Pg. 136	Item description 2. Quote for payment for the services of Inspection of the Construction as per TOR during Construction Phase: Lumpsum. Note: 4. Each man month to be converted into 30 man-days Query We understand that Key Personnel charges shall be paid on Lump sum basis as per “2. Quote for payment for the services of Inspection of the Construction as per TOR during Construction”, we request the Authority to remove the points on “Note -4”	RFP Condition Prevails
58	APPENDIX-I, Form-9 Pg. 125	Item description Deployment of Personnel “week numbers” Query We understand the “week numbers” is to be replaced with “month numbers” for this project/ bid. Kindly confirm.”	Form-9 has been modified. Please see Addendum-II
59	Annex – 6 Payment Schedule Pg. 101	Item description 7. The quote of the selected Bidder in Item-2 of BOQ shall be divided by 36 to obtain per month payment for the service of inspection as mentioned above Query Since the payment will be made on the Key Personnel deployed by successful consultant as per mentioned in “Annex – 6- Payment Schedule, point 7”, it is requested to delete the “Form-9- Deployment of Personnel” from bid submission.	RFP condition Prevails
60	Annex – 6 Payment Schedule Pg. 102	Item description Description of Services 5) After issue of completion certificate for the Project by IE to the Concessionaire: 10% of amount quoted in item-1 of BOQ. Vetting of As-built drawings by the Independent Engineer, Completion of work and issue of completion certificate by the Syama Prasad Mookerjee Port to the IE for the project.: 10% of amount quoted in item-1 of BOQ. Query We request the Authority to revise the Payment terms for (5) & (6) as follows:	Please see Addendum-II

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
		<p>5) After issue of completion certificate for the Project by IE to the Concessionaire: 15% of amount quoted in item-1 of BOQ.</p> <p>6) Vetting of As-built drawings by the Independent Engineer, Completion of work and issue of completion certificate by the Syama Prasad Mookerjee Port to the IE for the project.: 5% of amount quoted in item-1 of BOQ.</p>	
61	<p>Section – 7 TERMS OF REFERENCE FOR INDEPENDENT ENGINEER Pg. 51</p> <p>Annex – 6 Payment Schedule Pg. 102</p>	<p><u>Item description</u></p> <p>7.6.3 The Consultant (IE) shall mobilise and demobilise its Professional Personnel and Support Personnel with the concurrence of the Authority and shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office. These time sheets/ attendance sheets shall be made available to the Authority as and when asked for and a copy of such record shall be submitted to the Authority at the end of each calendar month.</p> <p>Item description</p> <p>7. Sundays and Port Holidays shall be applicable to the key personnel mentioned above</p> <p><u>Query</u></p> <p>Whether the successful bidder key personnel eligible casual leave and sick leave as per norms will not be deducted as loss of pay due to attendance sheet entries. We request the Authority to kindly clarify here.</p>	RFP Condition Prevails
62	Section – 7 TERMS OF REFERENCE FOR INDEPENDENT ENGINEER Pg. 51	<p><u>Item description</u></p> <p>7.6.2</p> <p>The Consultant (IE) shall establish a Project Office in a suitable location at Haldia with a workstation inside the Port area for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed as specified in the Manning Schedule forming part of the Agreement. In case the project office itself is established inside the port area, there is no need for a separate workstation inside the port.</p> <p><u>Query</u></p> <p>We understand that free space of putting container office inside the HDC near to project location will be allotted by the Authority at free of cost.</p> <p>Further power and water shall be provided by the Authority free of cost.</p> <p>If not kindly confirm the lease rate for land for accommodating the container site office and power and water prevailing charges of SMPK so to estimate the cost by the bidders.</p>	<p>Please refer Cl.7.9.2, Page No. 52 of RFP.</p> <p>Port scale of rates is attached. The Rates may vary during contract period and rates time beings in force shall be applicable.</p>

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
63	AGREEMENT Pg. 76	<p><u>Item description</u> 2.4 Expiration of Agreement Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the expiry of 6 (six) months from the date of commercial operations of handling LNG by the Concessionaire. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.</p> <p><u>Item description</u> For, any extension of the project period, the duration of key personnel shall be valid even during the extended period and the payment shall be made accordingly, under same TOR as specified above.</p> <p><u>Query</u> In case of Independent Engineer service been extended for a further term of 6 months (from the original contract term), it shall be agreed with 5% increase of BOQ-2 of Appendix-II- Form-2 of Financial Proposal. We request the Authority to kindly confirm.</p>	Please see Addendum-II.
63(a)	Annex – 6 Payment Schedule Pg. 102		
64	Section – 7 TERMS OF REFERENCE FOR INDEPENDENT ENGINEER Pg. 46	<p><u>Item description</u> 1. Role and functions of the Independent Engineer (iii) conducting Tests on completion of construction and issuing Completion/ Provisional Certificate;.</p> <p><u>Query</u> We understand that the role of IE is to witness the test carried out by Concessionaire (against the word “conducting”) on completion of construction and issuing Completion/ Provisional Certificate. Kindly confirm our understanding..</p>	The Independent Engineer will require to witness the test carried out by Concessionaire.
65	APPENDIX-III ARTICLE 5 Cl. 7.2.1 Pg. 91	<p><u>Item description</u> <u>7.2.1 Liquidated Damages for error/variation</u> In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty percent) of the Agreement Value..</p> <p><u>Query</u> We request you to consider Liquidated Damages for error/ variation mentioning of 50% is very high. For IE kind of consultancy projects, we request you to consider a maximum of 5%. Kindly accept our request</p>	RFP condition prevails.

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
66	APPENDIX-III ARTICLE 5 Cl. 7.2.1 Pg. 91	<p><u>Item description</u> 7.2.2 Liquidated Damages for delay In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.5% (zero point five per cent) of the Agreement Value for every week, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise...</p> <p><u>Query</u> We request you to consider Liquidated Damages for delay for an amount equal to 0.2% of the Agreement Value per week, subject to a maximum of 5% of the Agreement Value.</p>	RFP condition prevails
67	Cl. 2.26 Indemnity Pg.36	<p><u>Item description</u> The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services</p> <p><u>Query</u> This clause is usually applicable for construction tenders. As per standard practice, for consultancy tenders, the indemnity amount shall be equal to the consultancy contract agreement value. Please clarify/ revise the clause suitably</p>	RFP condition prevails
68	AGREEMENT Cl. 3.4 Liability of the Consultant Pg. 84	<p><u>Item description</u> 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value</p> <p><u>Query</u> We request the Authority to kindly consider "Liability of the Consultant of Cl 3.4.4 to a limit equal to the Agreement Value (against equal to 3 (three) times the Agreement Value)</p>	RFP condition prevails
69	APPENDIX-I Form-7 a Pg. 121	<p><u>Item description</u> Abstract of Eligible Assignments of Key personnel Man days spent (in the table)</p> <p><u>Query</u> We request the Authority to remove/ delete this column as the key personnel (except Team leader) will be deployed in full time basis as per tender requirement.</p>	Please see Addendum-II.
70	APPENDIX-I Form- 7b Pg. 122	<p><u>Item description</u> Eligible Assignments of Key Personnel (Refer Clause 3.1.4) Item description</p>	Please see Addendum-II.
70(APPENDIX-I	Curriculum Vitae (CV of Key Personnel) 7.List of projects on which the Personnel has worked Name of	

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
a)	Form- 7c Pg. 121	project Description of responsibilities Query Since the eligible assignments with details will be submitted in Form-7b, we request the Authority to remove/ delete “Pt. 7. List of projects on which the Personnel has worked” to filled.	
71	2.14 Technical Proposal Pg. 29	Item description 2.14.2 While submitting the Technical Proposal through online, the Applicant shall, in particular, ensure that: g) The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected	Please see Addendum-II
71(a)	APPENDIX-I Form- 7c Pg. 123	Item description Curriculum Vitae (CV) of Key Personnel Notes: 2.Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation Query As the technical bid is digitally signed by bidders in all pages during online submission, we request the Authority to kindly accept the scanned sign of Key Personnel.	
72	APPENDIX-I Form-4 Power of Attorney Pg. 115	Item description Power of Attorney Query We will be submitting Board Resolution as supportive document for Authorized Signature from Bidder organization as against submission of Power of Attorney. We request the Authority to kindly accept our request	Board of director of register company has to decide who will get the Power of Attorney on behalf of register company. The said Power of Attorney is to be executed by the chairmen of register company if the decided by the board. Certified copy of resolution and duly executed Power of Attorney in term of Form-4 register before the registrar.
73	APPENDIX-I Form-11 Pg.127	Item description Draft Integrity Pact The Integrity Pact agreement shall be executed by the contractor post award in Rs 100/- on non-judicial	Agreed. The bidder may submit the Integrity Pact in Plain paper

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
		<p>stamp paper. Bidders shall enclose digitally signed format of integrity pact with original financial instrument along with the bid.</p> <p>Query Since the draft integrity pact is without any signature from Authority end, we shall request Authority to allow bidders in submitting the Integrity Pact in Plain paper for bid submission. Successful bidder shall execute the Integrity Pact is stamp paper with signature from either party. Please confirm.</p>	for bid submission. Successful bidder shall execute the Integrity Pact is stamp paper with signature from either party.
74	III. NOTICE INVITING TENDER Pg. 10	<p>Item description 1.4 The EMD of Rs. 1,00,000/- (Rupees One Lakhs only) shall be paid as described in the Tender Document.</p> <p>Query We request the Authority to provide exemption for EMD for the company registered under MSME/ Udyam Registration. If the Authority persists with EMD to be submitted, we shall request EMD to be submitted in the form of BG.</p>	Please see Addendum – II
75	SCHEDULE OF TENDER (SOT) Pg. 10	<p>Item description ii) Bid Document fee The intending bidders should submit Bid Document Fee of Rs.1,180/- (Rupees One Thousand One Hundred Eighty only) including 18% GST [Non- Refundable].</p> <p>Query We request Authority to provide exemption for EMD for the company registered under MSME/ Udyam Registration.</p>	Please see Addendum – II
76	Cl. 2.13.2 Pg. 28	<p>Item description The bidders required to send the hard copies of all required documents within 05 days of the date of opening of the RFP.</p> <p>Query We request VPA to consider hard copy submission of technical bid by 5 days after submission of online PDD (or) Alternatively, we request the Authority to remove the submission of hard copy of submission of technical bid.</p>	<p>Submission of Hard copies of required documents is not necessary. Please see Addendum-II</p>

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
77	Section 1 INTRODUCTION Cl 1.8 Pg. 18	<p>Item description Schedule of Selection Process 4. Proposal Due Date or PDD: 20.02.2025 up to 15:00 Hrs</p> <p>Query Considering the submission of hard copy of technical bid documents as per Cl. 2.13.2, we request the Authority to extend the bid submission date by three (3) weeks from the date of reply to Pre Bid query responses (including the timeline for submission of hard copy of technical bid).</p> <p>Item description 2.13 Format and signing of Proposal 2.13.2 Apart from the e – tender, additionally one copy of the completed tender shall be submitted in a separate sealed envelope superscripting as “Technical bid” for Appointment of independent engineer (IE) for the project “Mechanization of berth No. 5 (Erstwhile berth no. 4b) on Design, Build, Finance, Operate, Transfer (“DBFOT”) basis for a concession period of 30 years”. The bidders required to send the hard copies of all required documents within 05 days of the date of opening of the RFP. for submission of hard copy of technical bid).</p>	Please see Addendum-II
77(a)	PREPARATION AND SUBMISSION OF PROPOSAL Pg.28		

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
78	Clause 3.1.4 Eligible Assignments Page 38-39 of 156	<p><u>Item description</u></p> <p>3.1.4 Eligible Assignments</p> <p>For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, Providing services as Independent Engineer or Project Management Contract Services for the following projects shall be deemed as eligible assignments (the “Eligible Assignments”):</p> <p>(ii) Any PPP project involving construction or supply and erection of Mechanical Handling Equipment or Independent Engineer Services for Highways, Metros, Power, Transmission & Distribution, Airport, Railways, Logistic Parks, Petroleum and Natural gas and pipelines including and having an estimated capital cost (excluding land) of at least (75% of Rs.88.50 crores) Rs. 66. 38 Crore (Rupees Sixty Six decimal Three Eight Crore) in case of a projects.</p> <p><u>Query</u></p> <p>3.1.4 Eligible Assignments</p> <p>Client is requested to accept “For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, Providing services as Independent Engineer/Authority Engineer or Project Management Contract Services for the following projects shall be deemed as eligible assignments (the “Eligible Assignments”):</p> <p>Authority Engineer Projects having similar scope/services will be considered as eligible assignments (the “Eligible Assignments”):</p> <p>(ii) Any PPP project involving construction or supply and erection of Mechanical Handling Equipment or Independent Engineer Services</p> <p>/ Authority Engineer Services for Highways, Metros, Power, Transmission & Distribution, Airport, Railways, Logistic Parks, Petroleum and Natural gas and pipelines including and having an estimated capital cost (excluding land) of at least (75% of Rs.88.50 crores) Rs. 66. 38 Crore (Rupees Sixty-Six decimal Three Eight Crore) in case of a projects.</p>	RFP Conditions Prevails
79	Section - 3 CRITERIA FOR EVALUATION 3.1.3 (Item Code -1) Relevant Experience of the Applicant Page - 37	<p><u>Item description</u></p> <p>While awarding marks for relevant experience of the applicant, no score will be awarded to an Applicant for fulfilling the minimum eligibility criteria prescribed in clause 2.2.2 (A) and only projects exceeding the eligibility criteria will be considered for the following scoring:</p> <p>a)25% marks shall be awarded for each additional Eligible Assignment with a value of minimum RS.138.00 Crores and upto Rs.172.00 Crores for the projects in India or equivalent amount (as per Clause no. 1.7.1) in US\$ for the projects undertaken outside India.</p> <p>b)50% marks shall be awarded for each additional Eligible Assignment with a value of not less than</p>	RFP Conditions Prevails

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
		<p>Rs.172.00 Crores and upto Rs.275.00 Crores for the projects in India or equivalent amount (as per Clause no. 1.7.1) in US\$ for the projects undertaken outside India.</p> <p>c)100% marks shall be awarded for each additional Eligible Assignment with a value of more than Rs.275.00 Crores for the projects in India or equivalent amount (as per Clause no. 1.7.1) in US</p> <p><u>Query</u></p> <p>While awarding marks for relevant experience of the applicant, no score will be awarded to an Applicant for fulfilling the minimum eligibility criteria prescribed in clause 2.2.2 (A) and only projects exceeding the eligibility criteria will be considered for the following scoring:</p> <p>25% marks shall be awarded for each additional Eligible Assignment with a value of minimum RS.138.00 Crores and upto Rs.172.00 Crores for the projects in India or equivalent amount (as per Clause no. 1.7.1) in US\$ for the projects undertaken outside India.</p> <p>b)50% marks shall be awarded for each additional Eligible Assignment with a value of not less than Rs.172.00 Crores and upto Rs.275.00 Crores for the projects in India or equivalent amount (as per Clause no. 1.7.1) in US\$ for the projects undertaken outside India.</p> <p>c)100% marks shall be awarded for each additional Eligible Assignment with a value of more than Rs.275.00 Crores for the projects in India or equivalent amount (as per Clause no. 1.7.1) in US\$ for the projects undertaken outside India.</p> <p>Kindly consider substantially completed (work where at least 80% of consultancy fee should have been received)</p>	
80	Appendix-1, Form-5: Financial Capacity of the Applicant, Page – 117	<p><u>Item description</u></p> <p>Form-5: Financial Capacity of the Applicant,</p> <p><u>Query</u></p> <p>Client is requested to accept certificate from chartered accountant/ or statutory auditor that is appointed/nominated by the management of bidder.</p>	Please see Appendix-I, Form-5, page-117 , point no.2 of note
81	Appendix-1, Form-6: Abstract of Eligible Assignments of the Applicant, Page – 118	<p><u>Item description</u></p> <p>Form-6: Abstract of Eligible Assignments of the Applicant</p> <p>Also refer clause 2.2.2 (A) To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:</p> <p><u>Query</u></p> <p>Client is requested to accept certificate from chartered accountant/ or statutory auditor that is appointed/nominated by the management of bidder.</p>	Please see Appendix-I, Form-6,page-118 , point no.4 of note
82	Clause 3.4 & Page no. 91, Clause 3.5 d Page no. 84,	<p><u>Item description</u></p> <p>Capping of Liability: It is stated that,</p> <p>‘This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant</p>	RFP condition Prevails

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
		<p>in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.</p> <p>Liquidated damages: It is stated that,</p> <p>7.2.1 Liquidated Damages for error/variation</p> <p>In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.</p> <p>7.2.2 Liquidated Damages for delay</p> <p>In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.5% (zero point five per cent) of the Agreement Value for every week, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.'</p> <p><u>Query</u></p> <p>We request the "Liability shall be capped upto one time of Contract Value. The Consultant's maximum total aggregate liability towards the Client under this Contract for all claims, losses, indemnity, damages, penalties and expenses in any way arising from or related to the performance of this Contract whether, resulting from negligence, statute, tort or otherwise (meaning for any damages from any causes whatsoever and whatever the legal basis), shall be limited to 100% of the amount of fees received under this Contract or equivalent to the professional fees.</p> <p>Further, the liability towards third parties, shall also be capped under the Overall capping of liability upto INR 10 Lakh per occurrence.</p>	
83	Section-6 44, Cl.6.1	<p>Page-</p> <p><u>Item description</u></p> <p>Jurisdiction: It is stated that,</p> <p>This Contract shall be governed by and be construed and interpreted in accordance with Indian law and subject to Clause</p> <p>12.2 below, the courts of [Guntur/New Delhi, India shall have exclusive jurisdiction over all matters arising out of or relating to this Contract.</p> <p><u>Query</u></p> <p>As a consultant, we suggest that Courts of Delhi shall have exclusive jurisdictions over all matters arising out of or relating to this Contract.</p> <p>Kindly consider</p>	<p>Courts at Kolkata shall have exclusive jurisdiction over all disputes arising between the parties.</p> <p>RFP Conditions Prevails.</p>

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
84	Page no. 93, Clause 9.4	<p><u>Item description</u> Arbitration: It is stated that, ‘9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Kolkata and the language of arbitration proceedings shall be English. 9.4.2 There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.’</p> <p><u>Query</u> As a Consultant, we request that in case disputes are not resolved amicably, the dispute may be referred to Arbitration to be carried on by Sole Arbitrator, mutually appointed by the parties. The process shall be conducted in accordance with Arbitration and Conciliation Act, 1996 and the venue of Arbitration shall be Delhi. Kindly consider</p>	RFP conditions prevails.
85	Page no. 84, Clause 3.4	<p><u>Item description</u> Insurance: It is stated that, ‘The Parties agree that the risks and coverage shall include but not be limited to the following: a. Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 3.43 Crore (Rupees Three Crore Forty-Three Lakh only); b. employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and c. professional liability insurance for an amount no less than the Agreement Value.’</p> <p><u>Query</u> As a Consultant we suggest that the following insurance shall be obtained under the project: a. Third Party liability insurance as required under Applicable Laws, with a coverage upto Rs. 10 Lakh per occurrence; b. employer’s liability c. professional liability insurance for an amount no less than the Agreement Value. d. Office package policy Further, we understand that Consultant may procure insurance certificates under Umbrella policy, if already obtained</p>	Third Party Liability insurance with a minimum coverage of Rs. 3.43 Cr (Rupees Three Crore Forty-Three Lakh only) would have to be obtained by the Consultant. In addition to the same, in case during the contract period any other Third Party Liability insurance required to be taken, as per prevailing law , the same may also have to be obtained by the Consultant.

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
86	Section - 3 CRITERIA FOR EVALUATION Clause 3.3.4 Page 40	<p><u>Item description</u> 3.3.4 Proposals will finally be ranked according to their combined Technical (TS) and Financial (FS) scores as follows: $S = TS \times 0.70 + FS \times 0.30$ Where 'S' is the combined score and weightages assigned to Technical Proposal and Financial Proposal shall be 0.70 and 0.30 respectively.</p> <p><u>Query</u> We request you to kindly evaluate the proposal as QCBS i.e. 0.80 and 0.20 (80 % & 20%) respectively.</p>	RFP Conditions Prevails
87	I.SCHEDULE OF TENDER	<p><u>Item description</u> Proposal Due Date: 20.02.2025 up to 1500hrs</p> <p><u>Query</u> We request client to kindly provide minimum 21 days for submission extension from the date of receipt of pre bid replies.</p>	Please see Addendum-II.
88	RFP Page 14	<p><u>Item description</u> d) Apart from the e-tender, additionally one copy of the completed tender shall be submitted in a separate sealed envelope superscripting as “Technical bid” for Appointment of independent engineer (IE) for the project “Mechanization of berth no. 5 (Erstwhile berth no 4B) on Design, Build, Finance, Operate, Transfer (“DBFOT”) basis for a concession period of 30 years”. The bidders required to send the hard copies of all required documents within 05 days of the date of opening of the Tender.</p> <p><u>Query</u> We request client to confirm submission of technical bid in hard copies..</p>	Submission of Hard copies of required documents is not necessary. Please see Addendum-II
89	AGREEMENT – Clause 3.10 Page 87	<p><u>Item description</u> Equipment and materials furnished by the Authority Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.</p> <p><u>Query</u> The Authority’s equipment and materials shall be insured at the cost of Authority, if required. Kindly request you to accept the same. Request for amendment as follows: “Equipment and materials furnished by the Authority Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon</p>	RFP condition prevails

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
		termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value at the cost of Authority."	
90	AGREEMENT – Clause 7.2.1 Page 91	<p><u>Item description</u> In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.</p> <p><u>Query</u> Have reduced the liquidated damages from 50% to 10% for any error or variation in the reports. This has been modified in line with clause 7.2.2. Kindly request you to reduce LDs to 10%. Request for amendment as follows: "In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) 10% (ten percent) of the Agreement Value."</p>	RFP condition prevails.
91	AGREEMENT – Clause 7.2.3 Page 91	<p><u>Item description</u> The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of 92 liquidated damages specified in this Clause 7.2..</p> <p><u>Query</u> The Authority shall invoke the proceeds of performance security after giving due notice of the breach and time to remedy it. Kindly request the client to incorporate the same. Request for amendment as follows: "The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, after giving appropriate without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2."</p>	Please see Addendum-II
92	Liability of consultant	We request you to please amend the Clause so that the Liability of the Consultant shall not exceed more than 10% (Ten Percent) of the total fees actually paid to Consultant in relation hereto..	RFP condition prevails

Sl. No.	Clause/Article No. /Page No.	Pre-Bid Query	Response of HDC, SMPK
	Clause 3.4, Page 84 of 136		
93	EMD (iii) of i of schedule of Tenders,Page-06	We request you to accept Bank Guarantee for EMD. Also, we request for the BG format, along with the required validity & Claim period.	RFP condition prevails
94	Empaneled list of Consultant by IPA Sl.no.-4 of Annex 3 Page-96	We would like to seek clarification regarding the tender type as mentioned on the Tender Details page of the eProcurement System. The tender is currently categorized as an Open Tender, whereas, as per our understanding from the RFP, it is a Limited Tender, allowing only empaneled consultants to bid. Kindly confirm if our understanding is correct. Additionally, we would like to bring to your attention that L&T IEL is already included in the empaneled list of consultants by IPA. However, L&T IEL has been acquired by STUP Consultants and subsequently renamed as Assystem India Ltd last year. We have already formally notified IPA, and the process for updating the name is currently underway. Relevant supporting documents are enclosed for reference. As the subject tender is already live and the formal update of our name in the empanelment list may take some time, we request your guidance on whether we are eligible to participate in this tender under the existing empanelment	Decision to be taken by IPA
95	Online Bid Submission end Date	We request you to kindly extend the Proposal / Bid Submission Deadline by at least 15 working days from the date of issue of the reply to our queries, to enable the Consultants to submit a comprehensive and competitive Bid.	Please see Addendum-II.

(Scale of Rates)

1. Water Charges as per prevailing rate as applicable vide order “No Ad/E/967/Water Charges/1304 dated Jun 07, 2012” is placed as Annexure-I .
.
2. Electricity Charge shall be determined on the basis of chargeable unit (kWh) (i.e actual unit consumed plus 3% transformation loss) and chargeable maximum demand (actual maximum demand plus 3% transformation loss) and prevailing rate of West Bengal State Electricity Distribution Company Ltd. (WBSEDCL) from time to time plus overhead charge of 19.25%. The current Tariff of WBSEDCL is prescribed in the order dated 06/03/2024 of the Hon'ble West Bengal Regulatory Commission Refer Annexure-II.
3. SOR for land is attached as Annexure-III.
Please find below the link for any updates in Prevailing Rates. <https://smportkolkata.shipping.gov.in>

Note:

These rates may vary during Contract Period and rates time being in force shall be applicable.

ANNEXURE-I

PERTAINING TO WATER CHARGES OF HDC

Kolkata Port Trust
H. D. C.

Finance Division
S. No. HR. 1205
Date 08-06-12

Kolkata Port Trust
Haldia Dock Complex

Administrative Office
Jawahar Tower Annex

No. Ad/E/967/Water Charges/1304

June 07, 2012

C I R C U L A R

Tariff Authority for Major Ports in its notification no. TAMP/7/2010 - KoPT dated 07.03.2011 for revision of Schedule of Rent for Land & Buildings at Kolkata & Haldia has, inter alia, directed that "in addition to rent / licence fee, the lessees / licensees will be required to pay water charges at actuals plus 19.25% on the actual amount as overheads, if water is supplied from KoPT sources."


Based on the above directive, the procedure for recovery of water charges has been formulated as under.

1. The rate of water supply in different zone of HDC will be as follows :
 - a) Residential Zone & Industrial Zone : Rs 22.80 per KL
 - b) Dock Zone : Rs 28.84 per KL
2. Monthly charges including overheads to be recovered for consumption of water at different categories of quarters allotted on licence would be as follows :-

Type of Accommodation	Monthly charge (In Rs)
A Type	171
Modified A Type	171
Officers Hostel	171
B Type	257
Modified B Type	257
C Type	342
D Type	513
Dormitory	86
Chummary	86

3. In cases of Offices, Banks, Shops at different Market Centres, Residential Colonies on leased land, residential accommodations in covered spaces/ buildings (other than as indicated in (2) above), Schools / Institutes like Assembly of God Church School, Vivekananda Mission School, Vidyasagar Vocational Training Institute, Lions Club, Eye Hospital and other such schools and institutions, etc., consumption of water shall be determined through water meter to be installed at the inlet. The concerned licensees and lessees will be responsible for installation, maintenance and calibration of this water meter. Billing will be done on the basis of actual consumption recorded through meter and applicable rate as mentioned at (1) above.

- If the licensee/lessee fails to provide meter within 15 days from the date of intimation, the same would be provided by HDC at cost plus 19.25% departmental charges.
 - If the licensee/ lessee fails to calibrate the meter by 15 days, the same would be done by HDC at cost plus 19.25% departmental charges.
 - In case the meter is found to be out of order, the licensee/ lessee shall forthwith replace the same at his/their own cost within 15 days of such detection of defect and quantity of water supplied during this intervening period would be determined by averaging out the meter reading of last 3 months.
4. For water supplied to employees of HDC for their personal function outside the quarter allotted to them, the consumption will be assessed through measurement of the tank supplied for the purpose and the zonal rate of water at (1) above / rates mentioned at (2) above will be applicable.
 5. The above rates are inclusive of departmental charge @ 19.25% as approved by TAMP. These rates will not be applicable for supply of fresh water to the ships and vessels which are guided by the separate Scale of Rates.
 6. The rates will be made effective w.e.f 07.04.2011 i.e. the date of applicability of the current Schedule of Rent for land & buildings of KoPT at Haldia.
 7. The rates will be escalated @ 5% per annum till further review.
 8. Bills for the period from 07.04.2011 will be raised accordingly in due course.


 (J. Roy)
 Dy. Manager (Admn.)
 for Manager (Admn.)

Distribution:

1. General Manager (M&S) for favour of information.
2. All Heads of Divisions () for information and wide circulation please.
3. Dy. Chief Vigilance Officer for information please.
4. Commandant, CISF for information please.
5. Manager(Finance). He may arrange for incorporation of the following statement in the forthcoming estate bills (through NIC) "As per directive of Tariff Authority for Major Ports water charges will be imposed on lessees and licensees w.e.f. 07.04.2011 onwards if water is supplied from KoPT source".



WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

(A Govt. of West Bengal Enterprise)

Regd. Office : Vidyut Bhavan, Block-DJ, Sector-II, Bidhannagar, Kolkata - 700 091

CIN : U40109WB2007SGC113473, www.wbsedcl.in

WBSEDCL

GIST OF THE TARIFF ORDER DATED 06.03.2024 FOR THE YEAR 2024-25 ISSUED BY THE WEST BENGAL ELECTRICITY REGULATORY COMMISSION IN CASE NO. TP-98/22-23 IN RESPECT OF WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

1. In terms of the West Bengal Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2011, as amended (in short "Tariff Regulations") and subsequent suo moto order of the West Bengal Electricity Regulatory Commission (in Short "Commission") dated 31.08.2022, the West Bengal State Electricity Distribution Company Limited (in Short "WBSEDCL") has submitted an application for determination of tariff for the eighth control period comprising of the years 2023-24, 2024-25 and 2025-26 before the Commission on 30.11.2022. The tariff application was admitted by the Commission in Case No. TP - 98/22-23.
2. The gist of the said tariff application was published in newspapers on 11.02.2023 inviting the attention of all interested parties, stakeholders and the members of the public requesting submission of suggestions, objections and comments on the said application by 06.03.2023. The Commission received suggestions, objections and comments from interested parties within the due date.
3. Based on the above referred tariff application for the eighth control period and on the suggestions, objections and comments received from the stakeholders, the Commission vide order dated 30.03.2023 in Case No. TP - 98/22-23 has determined the Aggregate Revenue Requirement (ARR) for 2023-2024, 2024-2025 and 2025-2026 under the eighth control period and the Revenue recoverable through tariff, detailed tariff schedule along with related conditions and wheeling charges for the year 2023-24.
4. Now, vide order dated 06.03.2024 in Case No. TP-98/22-23, the Commission had determined the revenue recoverable through tariff, detailed tariff schedule along with related conditions for the year 2024-25. The revenue recoverable through tariff and the average tariff admitted by the Commission for 2024-25 is given below:

Sl No	Particulars	Units	2024-25
1	Total revenue to be recovered through tariff	Rs. lakh	2586802
2A	Energy sale to 'erstwhile DPL consumers'	MU	2228.38
2B	Average tariff of erstwhile DPL consumers (including MVCA as on 31.12.2018)	Paisa/kWh	499.30
3A	Energy sale to balance consumers of WBSEDCL	MU	34763.92
3B	Average tariff for balance consumers of WBSEDCL	Paisa/kWh	712

5. The applicable tariff structure along with other associated conditions of tariff of WBSEDCL for the years 2024-25 as per order dated 06.03.2024 is available on the website of WBSEDCL at www.wbsedcl.in.
6. The applicable rate of wheeling charges admitted by the Commission for 2024-25 is Rs. 0.88 per kWh.
7. For any further interpretation/clarification, the order of the Commission dated 06.03.2024 available on the website of the Commission at www.wberc.gov.in may be referred to.
8. The gist has been published with the approval of the West Bengal Electricity Regulatory Commission.

N.B.: However, if any difference from the original tariff order is found anywhere in this gist, due to misprinting or any other reason, the version to be found in the original tariff order would prevail.

Place: Salt Lake, Kolkata

Date: 12.03.2024

K. K. Maiti

Chief Engineer (Regulation)

Tariff rate for the year 2024-25 for Lifeline (Domestic) consumer as per scheme called "HASIR ALO" and for Domestic(Rural),Domestic(Urban) & Agriculture (Irrigation) consumers having monthly consumption upto 300 unit under WBSEDCL excluding erstwhile DPL area after giving subsidy as stated by the State Govt.

Sl No	Type of Consumer	Applicable Tariff Scheme	Name of the Tariff Scheme	Quarterly consumption in KWH		As per Tariff order of 2024-25		Govt Subsidy for 2024-25		Net rate after Govt Subsidy	
						Energy Charge P/kWh	Fixed Charge in Rs/KVA/mon	Energy Charge P/kWh	Fixed Charge in Rs/KVA/mon	Energy Charge P/kWh	Fixed Charge in Rs/KVA/mon
1.	Life Line (Domestic)	Rate A(DM-LL)	Normal	0 to 75		368	10	368	10	0	0
2.	Domestic (Rural)	Rate A(DM-R)	Normal	First	102	500	30	90	10	410	20
				Next	78	624		90		534	
				Next	120	689		74		615	
				Next	300	744		79		665	
				Next	300	761		80		681	
3.	Domestic (Urban)	Rate A(DM-U)	Normal	First	102	504	30	89	10	415	20
				Next	78	633		96		537	
				Next	120	712		74		638	
				Next	300	752		79		673	
				Next	300	769		80		689	
4.	Irrigation pumping for Agriculture (Metered)	Rate C(T)	Normal TOD	06.00 hrs to 17.00 hrs	All	350	40	23	10	327	30
				17.00 hrs to 23.00 hrs.	All	771		23		748	
				23.00 hrs to 06.00 hrs	All	265		23		242	
5.	Irrigation pumping for Agriculture (Metered supply from mixed HV	Rate C(A)	Normal	All units		466	60	69	20	397	40
6.	Short Term Irrigation Supply	Rate C(T) - STIS	Prepaid-TOD	06.00 hrs to 17.00 hrs	All	440	40	23	10	417	30
				17.00 hrs to 23.00 hrs.	All	848		23		825	
				23.00 hrs to 06.00 hrs	All	302		23		279	

Tariff rate for the year 2024-25 for Lifeline (Domestic) consumer of erstwhile DPL are as per scheme called "HASIR ALO" after giving subsidy as stated by the State Govt.

Sl No	Type of Consumer	Applicable Tariff Scheme	Name of the Tariff Scheme	Monthly consumption in KWH		As per Tariff order of 2024-25		Govt Subsidy for 2024-25		Net rate after Govt Subsidy	
						Energy Charge P/kWh	Fixed Charge in Rs/KVA/mon	Energy Charge P/kWh	Fixed Charge in Rs/KVA/mon	Energy Charge P/kWh	Fixed Charge in Rs/KVA/mon
1.	Life Line (Domestic) Eartwhile DPL Area		Normal	0 to 25		250	5	250	5	0	0



West Bengal State Electricity Distribution Company Ltd.

(A Government of West Bengal Enterprise)

“Vidyut Bhavan”, Bidhannagar, Block – DJ, Sector – II, Kolkata – 700 091

Sub: Tariff and Associated Terms and Conditions vide Order dated 06.03.2024 of the Hon’ble West Bengal Electricity Regulatory Commission.

As per aforesaid order of the Hon’ble Commission, the applicable tariff and related conditions for all categories of consumers of erstwhile DPL area for the year 2024-25 are given below:

Tariff Schedule:

LOW AND MEDIUM VOLTAGE CONSUMERS

Sl No	Type of Consumer	Applicable Tariff Scheme					Optional tariff Scheme												
							Optional Tariff Scheme – I					Optional Tariff Scheme - II							
		Consumer category	Name of the Tariff Scheme	Monthly consumption in KWH	Energy Charge P/kWh	Fixed Charge / Demand Charge * in Rs/KVA/mon	Consumer category	Name of the Tariff Scheme	Monthly consumption in KWH	Energy Charge P/kWh	Fixed Charge/ Demand Charge * in Rs/KVA/mon	Consumer category	Name of the Tariff Scheme	Monthly consumption in KWH	Energy Charge P/kWh	Fixed Charge/ Demand Charge * in Rs/KVA/mon			
1	Life Line Consumer (Domestic)	Rate C(3-LL)	Normal	0 to 25	250	5	NOT APPLICABLE					NOT APPLICABLE							
2	Domestic (Rural) or Domestic (Urban)	Rate C(3)	Normal	First	25	345	15	Rate C(3)pp	Prepaid	All units		418	15	NOT APPLICABLE					
				Next	25	420													
				Next	50	435													
				Next	100	467													
				Next	100	486													
				Above	300	499													
3	Commercial (Rural) or Commercial (Urban)	Rate C(4)	Normal	First	60	431	30	Rate C(4)t	Normal - TOD	06.00 hrs to 17.00 hrs	All units	453	30	Rate C(4)ppt	Prepaid-TOD	06.00 hrs to 17.00 hrs	All units	448	30
				Next	40	472				17.00 hrs to 23.00 hrs.	All units	498				17.00 hrs to 23.00 hrs.	All units	493	
				Next	200	492				23.00 hrs to 06.00 hrs.	All units	421				23.00 hrs to 06.00 hrs.	All units	417	
				Above	300	505													
4	Irrigation pumping for Agriculture (Metered)	Rate C(5)t	Normal TOD	06.00 hrs to 17.00 hrs	All units	310	20	Rate C(5)ppt	Prepaid - TOD	06.00 hrs to 17.00 hrs	All units	305	20	NOT APPLICABLE					
				17.00 hrs to 23.00 hrs.	All units	620				17.00 hrs to 23.00 hrs.	All units	610							
				23.00 hrs to 06.00 hrs	All units	171				23.00 hrs to 06.00 hrs	All units	168							

LOW AND MEDIUM VOLTAGE CONSUMERS

Sl No	Type of Consumer	Applicable Tariff Scheme						Optional tariff Scheme											
		Consumer category	Name of the Tariff Scheme	Monthly consumption in KWH		Energy Charge P/kWh	Fixed Charge / Demand Charge * in Rs/KVA/mon	Optional Tariff Scheme – I					Optional Tariff Scheme - II						
								Consumer category	Name of the Tariff Scheme	Monthly consumption in KWH	Energy Charge P/kWh	Fixed Charge/ Demand Charge * in Rs/KVA/mon	Consumer category	Name of the Tariff Scheme	Monthly consumption in KWH	Energy Charge P/kWh	Fixed Charge/ Demand Charge * in Rs/KVA/mon		
5	Commercial Plantation	Rate C(4) cp	Prepaid-TOD	06.00 hrs to 17.00 hrs	All units	477	40	NOT APPLICABLE					NOT APPLICABLE						
				17.00 hrs to 23.00 hrs.	All units	760													
				23.00 hrs to 06.00 hrs	All units	315													
6	Short Term Irrigation Supply	Rate C(5)-stis	Prepaid-TOD	06.00 hrs to 17.00 hrs	All units	432	20	NOT APPLICABLE					NOT APPLICABLE						
				17.00 hrs to 23.00 hrs.	All units	691													
				23.00 hrs to 06.00 hrs	All units	285													
7	Short Term supply for Commercial Plantation	Rate C(4)-stcp	Prepaid-TOD	06.00 hrs to 17.00 hrs	All units	482	40	NOT APPLICABLE					NOT APPLICABLE						
				17.00 hrs to 23.00 hrs.	All units	771													
				23.00 hrs to 06.00 hrs	All units	318													
8	Short Term supply	Rate C(sts)	Prepaid-TOD	06.00 hrs to 17.00 hrs	All units	532	40	NOT APPLICABLE					NOT APPLICABLE						
				17.00 hrs to 23.00 hrs.	All units	585													
				23.00 hrs to 06.00 hrs	All units	495													
9	Government School, Government aided School and Government sponsored School	Rate C(GS)	Normal	On all Units		341	20	Rate C(GS)t	Normal - TOD	06.00 hrs to 17.00 hrs & 20.00 hrs to 23.00 hrs	All units	336	20	NOT APPLICABLE					
										17.00 hrs to 20.00 hrs.	All units	370							
										23.00 hrs to 06.00 hrs	All units	326							
10	Public utility /Specified Institution Public Bodies In Municipal Area/ Non- Municipal Area	Rate C(2)	Normal	On all Units		460	34	Rate C(2-U)pp	Prepaid	On all Units		451	34	Rate C(2) ppt	Prepaid-TOD	06.00 hrs to 17.00 hrs & 20.00 hrs to 23.00 hrs	All units	446	34
																17.00 hrs to 20.00 hrs.	All units	491	
																23.00 hrs to 06.00 hrs.	All units	415	

LOW AND MEDIUM VOLTAGE CONSUMERS

Sl No	Type of Consumer	Applicable Tariff Scheme						Optional tariff Scheme										
		Consumer category	Name of the Tariff Scheme	Monthly consumption in KWH		Energy Charge P/kWh	Fixed Charge / Demand Charge * in Rs/KVA/mon	Optional Tariff Scheme – I						Optional Tariff Scheme - II				
								Consumer category	Name of the Tariff Scheme	Monthly consumption in KWH		Energy Charge P/kWh	Fixed Charge/ Demand Charge * in Rs/KVA/mon	Consumer category	Name of the Tariff Scheme	Monthly consumption in KWH	Energy Charge P/kWh	Fixed Charge/ Demand Charge * in Rs/KVA/mon
11	Cottage Industry / Artisan / Weavers / Small production oriented establishment	Rate C(4 - ii)	Normal	First	100	419	12	Rate C(4 - ii) ppt	Prepaid - TOD	06.00 hrs to 17.00 hrs	All units	434	12	NOT APPLICABLE				
				Next	200	477				17.00 hrs to 23.00 hrs.	All units	477						
				Above	300	489				23.00 hrs to 06.00 hrs	All units	404						
12	Poultry, Duckery, Horticulture, Tissue culture, Floriculture, Herbal – Medicinal – Biodiesel Plant Farming, Food Processing Unit	Rate C(4 - iii)	Normal	First	100	428	12	Rate C(4 - iii) ppt	Prepaid - TOD	06.00 hrs to 17.00 hrs	All units	444	12	NOT APPLICABLE				
				Next	200	443				17.00 hrs to 23.00 hrs.	All units	488						
				Above	300	490				23.00 hrs to 06.00 hrs	All units	413						
13	Public Water Works & Sewerage System	Rate B1 (II)	Normal	On all Units		462	38	Rate B1 (II)ppt	Prepaid - TOD	06.00 hrs to 17.00 hrs & 20.00 hrs to 23.00 hrs	All units	453	38	NOT APPLICABLE				
										17.00 hrs to 20.00 hrs.	All units	602						
										23.00 hrs to 06.00 hrs	All units	340						
14	Industry (Rural) or Industry (Urban)	Rate C(1)	Normal	First	500	476	50	Rate C(1t)	Normal - TOD	06.00 hrs to 17.00 hrs	All units	480	50	NOT APPLICABLE				
				Above	500	487				17.00 hrs to 23.00 hrs.	All units	634						
										23.00 hrs to 06.00 hrs	All units	360						
15	Street Lighting	Rate D(1-I)	Normal	On all Units		438	30	NOT APPLICABLE						NOT APPLICABLE				
16	Street Lighting (LED)	Rate D(2-I)	Normal	On all Units		374	30	NOT APPLICABLE						NOT APPLICABLE				
17	Private Educational Institutions and Hospitals	Rate D(4-I)	Normal	On all Units		497	40	Rate D(4-I)t	Normal - TOD	06.00 hrs to 17.00 hrs & 20.00 hrs to 23.00 hrs	All units	487	40	NOT APPLICABLE				
										17.00 hrs to 20.00 hrs.	All units	536						
										23.00 hrs to 06.00 hrs	All units	453						

LOW AND MEDIUM VOLTAGE CONSUMERS

Sl No	Type of Consumer	Applicable Tariff Scheme						Optional tariff Scheme										
		Consumer category	Name of the Tariff Scheme	Monthly consumption in KWH		Energy Charge P/kWh	Fixed Charge / Demand Charge * in Rs/KVA/mon	Optional Tariff Scheme – I					Optional Tariff Scheme - II					
								Consumer category	Name of the Tariff Scheme	Monthly consumption in KWH	Energy Charge P/kWh	Fixed Charge/ Demand Charge * in Rs/KVA/mon	Consumer category	Name of the Tariff Scheme	Monthly consumption in KWH	Energy Charge P/kWh	Fixed Charge/ Demand Charge * in Rs/KVA/mon	
18	Emergency Supply	Rate D(6)	Prepaid-TOD	06.00 hrs to 17.00 hrs	All units	614	40	NOT APPLICABLE					NOT APPLICABLE					
				17.00 hrs to 23.00 hrs.	All units	810												
				23.00 hrs to 06.00 hrs	All units	461												
19	Construction Power Supply	Rate D(6-I)	Prepaid-TOD	06.00 hrs to 17.00 hrs & 20.00 hrs to 23.00 hrs	All units	494	45	NOT APPLICABLE					NOT APPLICABLE					
				17.00 hrs to 23.00 hrs.	All units	627												
				23.00 hrs to 06.00 hrs	All units	420												
20	Bulk Supply at single point to Co-operative Group Housing Society for providing power to its members or person for providing power to its employees in a single premises	Rate D(7-I)	Normal	On all Units		409	40	Rate D(7-I)t	Normal - TOD	06.00 hrs to 17.00 hrs	All units	404	40	NOT APPLICABLE				
									17.00 hrs to 23.00 hrs.	All units	444							
									23.00 hrs to 06.00 hrs	All units	376							
21	Common Services of Industrial Estate	Rate D(8-I)	Prepaid-TOD	06.00 hrs to 17.00 hrs & 20.00 hrs to 23.00 hrs	All units	465	50	NOT APPLICABLE					NOT APPLICABLE					
				17.00 hrs to 23.00 hrs.	All units	614												
				23.00 hrs to 06.00 hrs	All units	349												

HIGH & EXTRA HIGH VOLTAGE CONSUMERS

SI No	Type of Consumer	Applicable Tariff Scheme							Optional Tariff Scheme								
		Consumer category	Name of the Tariff Scheme	Consumption per month in KWH		Energy Charge			Demand Charge (Rs./ KVA/ month)	Consumer category	Name of the Tariff Scheme	Consumption per month in KWH		Energy Charge			Demand Charge (Rs./ KVA/ month)
						P/kWh								P/kWh			
						Summer	Monsoon	Winter						Summer	Monsoon	Winter	
1	Public Utility (11 KV)	Rate A(2)	Normal	All Units		405	403	401	320	Rate A(2t)	Normal - TOD	06.00 hrs-17.00 hrs & 20.00 hrs-23.00 hrs	All Units	403	401	399	320
												17.00 hrs-20.00 hrs	All Units	443	441	439	
												23.00 hrs-06.00 hrs	All Units	375	373	371	
2	Public Utility (33 KV)	Rate F(2)	Normal	All Units		400	398	396	320	Rate F(2T)	Normal - TOD	06.00 hrs-17.00 hrs & 20.00 hrs-23.00 hrs	All Units	398	396	394	320
												17.00 hrs-20.00 hrs	All Units	438	436	433	
												23.00 hrs-06.00 hrs	All Units	370	368	366	
3	Industries (11 KV)	Rate A(1a)	Normal	All Units		437	435	433	320	Rate A(1t)	TOD	06.00 hrs-17.00 hrs	All Units	428	426	424	320
												17.00 hrs-23.00 hrs	All Units	503	501	498	
												23.00 hrs-06.00 hrs	All Units	364	362	360	
4	Industries (33 KV)	Rate F(1at)	Normal - TOD	06.00 hrs-17.00 hrs	All Units	422	420	418	320	NOT APPLICABLE							
				17.00 hrs-23.00 hrs	All Units	496	494	491									
				23.00 hrs-06.00 hrs	All Units	359	357	355									
5	Industries (132 KV)	Rate G(1at)	Normal - TOD	06.00 hrs-17.00 hrs	All Units	417	415	412	320	NOT APPLICABLE							
				17.00 hrs-23.00 hrs	All Units	490	488	484									
				23.00 hrs-06.00 hrs	All Units	354	353	350									
6	Community Irrigation/ Irrigation	Rate S1(GT)	Normal - TOD	06.00 hrs-17.00 hrs	All Units	444	442	440	25	NOT APPLICABLE							
				17.00 hrs-23.00 hrs	All Units	799	796	792									
				23.00 hrs-06.00 hrs	All Units	293	292	290									

HIGH & EXTRA HIGH VOLTAGE CONSUMERS

Sl No	Type of Consumer	Applicable Tariff Scheme								Optional Tariff Scheme							
		Consumer category	Name of the Tariff Scheme	Consumption per month in KWH		Energy Charge			Demand Charge (Rs./ KVA/ month)	Consumer category	Name of the Tariff Scheme	Consumption per month in KWH		Energy Charge			Demand Charge (Rs./ KVA/ month)
						P/kWh								P/kWh			
						Summer	Monsoon	Winter					Summer	Monsoon	Winter		
7	Commercial Plantation	Rate S1(CPT)	Normal - TOD	06.00 hrs-17.00 hrs	All Units	446	444	442	320	NOT APPLICABLE							
				17.00 hrs-23.00 hrs	All Units	714	710	707									
				23.00 hrs-06.00 hrs	All Units	294	293	292									
8	Short Term Irrigation Supply	Rate S1(GT-ST)	Normal - TOD	06.00 hrs-17.00 hrs	All Units	466	464	462	25	NOT APPLICABLE							
				17.00 hrs-23.00 hrs	All Units	746	742	739									
				23.00 hrs-06.00 hrs	All Units	308	306	305									
9	Short Term Supply for Commercial Plantation	Rate S1(CPT-ST)	Normal - TOD	06.00 hrs-17.00 hrs	All Units	451	449	447	320	NOT APPLICABLE							
				17.00 hrs-23.00 hrs	All Units	722	718	715									
				23.00 hrs-06.00 hrs	All Units	298	296	295									
10	Commercial (11 KV)	Rate A(3)	Normal	All Units	442	437	432	320	Rate A(3t)	Normal - TOD	06.00 hrs-17.00 hrs	All Units	437	432	427	320	
											17.00 hrs-23.00 hrs	All Units	577	570	564		
											23.00 hrs-06.00 hrs	All Units	315	311	307		
11	Commercial (33 KV)	Rate F(3)	Normal	All Units	435	433	431	320	Rate F(3t)	Normal - TOD	06.00 hrs-17.00 hrs	All Units	431	426	421	320	
											17.00 hrs-23.00 hrs	All Units	569	562	556		
											23.00 hrs-06.00 hrs	All Units	315	311	307		
12	Commercial (132 KV)	Rate G(3)	Normal	All Units	425	423	421	320	Rate G(3t)	Normal - TOD	06.00 hrs-17.00 hrs	All Units	420	415	410	320	
											17.00 hrs-23.00 hrs	All Units	554	548	541		
											23.00 hrs-06.00 hrs	All Units	315	311	308		
13	Domestic	Rate S1(D)	Normal	All Units	465	463	461	25	Rate S1(DT)	Normal - TOD	06.00 hrs-17.00 hrs	All Units	459	457	455	25	
											17.00 hrs-23.00 hrs	All Units	505	503	501		
											23.00 hrs-06.00 hrs	All Units	427	425	423		

HIGH & EXTRA HIGH VOLTAGE CONSUMERS

SI No	Type of Consumer	Applicable Tariff Scheme							Optional Tariff Scheme								
		Consumer category	Name of the Tariff Scheme	Consumption per month in KWH		Energy Charge			Demand Charge (Rs./ KVA/ month)	Consumer category	Name of the Tariff Scheme	Consumption per month in KWH		Energy Charge			Demand Charge (Rs./ KVA/ month)
						P/kWh								P/kWh			
					Summer	Monsoon	Winter						Summer	Monsoon	Winter		
14	Public Water Works & Sewerage (11 KV)	Rate E1(PW)	Normal	All Units		409	407	405	320	Rate E1(PWT)	Normal - TOD	06.00 hrs to 17.00 hrs & 20.00 hrs to 23.00 hrs	All Units	400	395	390	320
												17.00 hrs-20.00 hrs	All Units	528	521	515	
												23.00 hrs-06.00 hrs	All Units	288	284	281	
15	Public Water Works & Sewerage (33 KV)	Rate F1(PWT)	Normal - TOD	06.00 hrs-17.00 hrs & 20.00 hrs-23.00 hrs	All Units	426	419	422	320	NOT APPLICABLE							
				17.00 hrs-20.00 hrs	All Units	562	553	557									
				23.00 hrs-06.00 hrs	All Units	320	314	317									
16	Sports Complex & Auditorium run by Govt./ local bodies for cultural affairs	Rate S1(C)	Normal	All Units		400	398	396	34	NOT APPLICABLE							
17	Cold storage or Dairy with Chilling Plant (11 KV)	Rate A(4-pi)	Normal	All Units		400	398	396	320	Rate A(4-pit)	Normal - TOD	06.00 hrs-17.00 hrs	All Units	390	387	384	320
												17.00 hrs-23.00 hrs	All Units	515	511	507	
												23.00 hrs-06.00 hrs	All Units	285	283	280	
18	Emergency Supply	Rate S (ST)	Normal-TOD	06.00 hrs-17.00 hrs	All Units	510	500	490	320	NOT APPLICABLE							
				17.00 hrs-23.00 hrs	All Units	714	700	686									
				23.00 hrs-06.00 hrs	All Units	383	375	368									
19	Construction Power Supply	Rate S1(con)	Normal-TOD	06.00 hrs-17.00 hrs & 20.00 hrs.-23.00 hrs	All Units	432	422	412	320	NOT APPLICABLE							
				17.00 hrs-20.00 hrs	All Units	570	557	544									
				23.00 hrs-06.00 hrs	All Units	315	308	301									

HIGH & EXTRA HIGH VOLTAGE CONSUMERS

SI No	Type of Consumer	Applicable Tariff Scheme							Optional Tariff Scheme								
		Consumer category	Name of the Tariff Scheme	Consumption per month in KWH		Energy Charge			Demand Charge (Rs./ KVA/ month)	Consumer category	Name of the Tariff Scheme	Consumption per month in KWH		Energy Charge			Demand Charge (Rs./ KVA/ month)
						P/kWh								P/kWh			
						Summer	Monsoon	Winter					Summer	Monsoon	Winter		
20	Bulk Supply at single point to Co-operative Group Housing Society for providing power to its members or person for providing power to its employees in a single premises	Rate S1(co)	Normal	All Units		444	441	438	25	Rate S1(cot)	Normal - TOD	06.00 hrs-17.00 hrs	All Units	440	437	434	25
												17.00 hrs-23.00 hrs	All Units	484	481	477	
												23.00 hrs-06.00 hrs	All Units	409	406	404	
21	Common Services of Industrial Estate	Rate E(ict)	Normal - TOD	06.00 hrs-17.00 hrs & 20.00 hrs.-23.00 hrs	All Units	443	433	423	320	NOT APPLICABLE							
				17.00 hrs-20.00 hrs	All Units	585	572	558									
				23.00 hrs-06.00 hrs	All Units	332	325	317									
22	Traction (25 KV)	Rate T1 (a)	Normal	All Units		480	470	460	320	NOT APPLICABLE							
23	Traction (132 KV)	Rate T1 (b)	Normal	All Units		475	465	455	320	NOT APPLICABLE							
24	Short-term Supply	Rate S1(st)	Normal - TOD	06.00 hrs-17.00 hrs	All Units	490	488	486	320	NOT APPLICABLE							
				17.00 hrs-23.00 hrs	All Units	539	537	535									
				23.00 hrs-06.00 hrs	All Units	456	454	452									
25	Private Educational Institutions	Rate E (ei)	Normal	All Units		420	415	410	320	Rate E (eit)	Normal - TOD	06.00 hrs-17.00 hrs	All Units	410	405	400	320
												17.00 hrs-23.00 hrs	All Units	451	446	440	
												23.00 hrs-06.00 hrs	All Units	381	377	372	
26	Inter Plant Transfer	Rate IPT	Normal	All Units		451.30	451.30	451.30	0	NOT APPLICABLE							

Details of different tariff schemes of different classes of consumers and various associated terms and conditions are specified in various regulations and in Annexure - C1 and Annexure - C2 of the West Bengal Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2011 as amended thereafter referred to as the "Tariff Regulations")

Considering the direction of Government of West Bengal vide its Notification No. 328/PO/O/C-IV/1E-60/13 (Pt - VA) dated 26.12.2018 and Notification No. 332 - PO/O/C-IVIE-60/13 (part-VA) dated 31.12.2018, the Commission decides to maintain the tariff schedule for erstwhile DPL consumers during the years 2024-25 similar to that as on 31.12.2018. Accordingly, Tariff schedule for erstwhile DPL consumers for the year 2024-25 is mentioned above for LV and MV consumers and for HV and EHV consumers. All other conditions related to tariff as prevailed on 31.12.2018 shall continue till further order.

The tariff for 2024-25 will be effective from 01.04.2024 and will continue till further order. WBSEDCL shall continue to levy the MVCA of DPL as on 31.12.2018.

1. Load Factor Rebate / Surcharge:

1.1. In order to reduce the overall system T&D loss and to flatten the load curve by improving the existing system load factor of erstwhile DPL area, the HT consumers shall receive a voltage wise graded load factor rebate as per the following table:

LOAD FACTOR REBATE (paise/ kWh)				
Range of Load Factor (LF)		Supply Voltage		
		11 kV	33 kV	132 kV
Above 55%	Up to 60%	1	2	3
Above 60%	Up to 65%	2	3	4
Above 65%	Up to 70%	3	4	5
Above 70%	Up to 75%	10	11	12
Above 75%	Up to 80%	12	13	14
Above 80%	Up to 85%	14	15	16
Above 85%	Up to 90%	16	17	18
Above 90%	Up to 92%	18	19	20
Above 92%	Up to 95%	22	24	25
Above 95%		25	27	28

1.2. The above load factor rebate shall be applicable on total quantum of energy consumed in a billing period (for example one 11 KV consumer at 85% load factor shall be eligible for a rebate @ 14 paise / KWh on the total quantum of energy consumed in a billing period).

1.3. Load factor surcharge shall continue at the prevailing rate for those categories of consumers to whom these are applicable at present.

1.4. Load factor rebate and load factor surcharge shall be computed in accordance with the formula and associated principles given in regulations 3.9.2, 3.9.3 and 3.9.4 of the Tariff Regulations and at the rates mentioned above in paragraphs 1.1 and 1.3 respectively.

2. Fixed / Demand Charge:

(a) The fixed charge shall be applicable to different categories of consumers at the rates as shown in above tariff schedule.

(b) The demand charge shall be applicable to different categories of consumers as per rates as shown in above tariff schedule on the basis of recorded demand as specified in regulation 4.3.3 of the Tariff Regulations subject to the conditions specified in the Tariff Regulations.

(c) When a new consumer gets connected to the system, the computation of fixed charge or demand charge for that month shall be made pro-rata for the number of days of supply in that particular month.

3. Subject to the condition as specified in regulation 4.13 of the Tariff Regulations, the minimum charge shall continue at the existing level for all consumers.

4. The applicable rate of temporary supply for a consumer during the year 2024-25 shall be the same rate at which he is being charged prior to issue of this order.

5. For all consumers, excluding consumers having pre-paid meters, rebate shall be given @ 1% of the amount of the bill excluding meter rent, taxes, duties, levies and arrears (not being the arrears due to revision of tariff) if the payment is made within the due date.
6. In addition to the rebate under paragraph 5 above and if the payment is made within due date, then an additional rebate of 1% of the amount of the bill excluding meter rent, taxes, duties, levies and arrears (not being arrears due to revision of tariff) would be allowed to the consumers who would pay their energy bills through e-payment facility (through web by using net banking, debit card, credit card, electronic clearing scheme) as introduced by WBSEDCL. This rebate is applicable after giving effect under paragraph 5 above.

A rebate of Rs. 5.00 will be admissible prospectively if any consumer opts for e- bill following regulation 3.1.10 of West Bengal Electricity Regulatory Commission (Electricity Supply Code) Regulations, 2013. These rebates are applicable after giving effect under paragraph 6 above.

7. Power Factor Rebate/Surcharge:

- i) The power factor rebate and surcharge shall continue to be applicable to all HV and EHV consumers and other categories of consumers to whom these are applicable at present. The rate of rebate and surcharge and methods of calculation of such rebate and surcharge for the year 2024-25 are given below:

Power Factor (PF) Range	Power Factor Rebate & Surcharge on Energy Charge in Percentage for the year 2024-25							
	For Consumers under TOD Tariff						For Consumers under non-TOD Tariff	
	Normal Period (6.00 AM to 5.00 PM)		Peak Period (5.00 PM to 11.00 PM)		Off-peak Period (11.00 PM to 6.00 AM)			
	Rebate in %	Surcharge in %	Rebate in %	Surcharge in %	Rebate in %	Surcharge in %	Rebate in %	Surcharge in %
PF > 0.99%	7.00	0.00	8.00	0.00	6.00	0.00	5.00	0.00
PF > 0.98% & PF < 0.99%	6.00	0.00	7.00	0.00	5.00	0.00	4.00	0.00
PF > 0.97% & PF < 0.98%	5.00	0.00	6.00	0.00	4.00	0.00	3.00	0.00
PF > 0.96% & PF < 0.97%	4.00	0.00	5.00	0.00	3.00	0.00	2.50	0.00
PF > 0.95% & PF < 0.96%	3.00	0.00	4.00	0.00	2.00	0.00	2.00	0.00
PF > 0.94% & PF < 0.95%	2.25	0.00	3.00	0.00	1.50	0.00	1.50	0.00

PF > 0.93% & PF < 0.94%	1.50	0.00	2.00	0.00	1.00	0.00	1.00	0.00
PF > 0.92% & PF < 0.93%	0.75	0.00	1.00	0.00	0.50	0.00	0.50	0.00
PF > 0.86% & PF < 0.92%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PF > 0.85% & PF < 0.86%	0.00	1.00	0.00	1.25	0.00	0.75	0.00	0.75
PF > 0.84% & PF < 0.85%	0.00	2.00	0.00	2.50	0.00	1.50	0.00	1.50
PF > 0.83% & PF < 0.84%	0.00	2.50	0.00	3.25	0.00	1.75	0.00	1.75
PF > 0.82% & PF < 0.83%	0.00	3.00	0.00	4.00	0.00	2.00	0.00	2.00
PF > 0.81% & PF < 0.82%	0.00	4.00	0.00	5.00	0.00	3.00	0.00	2.50
PF > 0.80% & PF < 0.81%	0.00	5.00	0.00	6.00	0.00	4.00	0.00	3.00
PF < 0.80%	0.00	6.00	0.00	7.00	0.00	5.00	0.00	3.50

- ii) The rebate and surcharge against different time periods shall be reflected in the bill separately and shall be treated separately.
 - iii) The rates of rebate and surcharge against different time period shall be applicable to those categories of consumers to whom the power factor rebate and surcharge are applicable at present.
8. For short term supply, emergency supply and for supply of construction power, there shall be no rebate or surcharge for load factor and power factor.
 9. Delayed payment surcharge shall be applicable as per regulation 4.14 of the Tariff Regulations.
 10. All existing charges relating to meter rent, meter testing, meter replacement, fuse call charges, disconnection and reconnection etc. shall continue.
 11. A consumer opting for pre-paid meter shall not be required to make any security deposit on the energy charge.
 12. All statutory levies like Electricity Duty or any other taxes, duties etc. imposed by the State Govt. / Central Govt. or any other competent authority shall be extra and shall not be a part of the tariff as determined in this tariff order.
 13. All the rates and conditions of tariff are effective from 01.04.2024 and will continue till further order of the Commission. The rates mentioned in above Tariff Schedule exclude the Monthly Variable Cost Adjustment (MVCA), if any, realized / to be realized by WBSEDCL. The MVCA realized by WBSEDCL is subject to truing up during FPPCA and APR for the year as per provision of Tariff Regulation.
 14. For any pre-paid and TOD tariff scheme, other charges shall be the charges applicable to the consumers under respective category of

non-TOD tariff.

15. An applicant for short term supplies through pre-paid meter shall have to comply with all necessary formalities for obtaining supply including payment in accordance with the Regulations made by the Commission. The same will be subject to the following conditions:
- a) Provision of requisite meter security deposit to be kept with licensee,
 - b) Provision of space for installing weather-proof, safe and secure terminal services apparatus to protect sophisticated meter; and
 - c) Availability of prepaid-meter of appropriate capacity.
16. To avail the rate for street lighting with LED [Rate D (2-I)], the supply should be metered and all the street lights under the same meter shall be illuminated with LED. For mixed type of street lights under single meter the rate D (1-I) shall be applicable.
17. For a consumer with prepaid meter who has purchased voucher prior to the date of issue of this Tariff Order, the existing voucher will continue till such voucher is exhausted.
18. No other rebate shall be applicable except those which are specifically mentioned under the Tariff Order for the year 2024-25 or in any regulation(s).
19. Any matter, which has not been explicitly mentioned in Tariff Order for the year 2024-25, shall be guided by regulations 2.9.8 and 2.9.9 of the Tariff Regulations.
20. **Green Tariff:** For the year 2024 — 25, the 'Green Tariff' at the rate of 50 paisa/kwh shall be continued to be levied over and above the retail tariff to the consumer who intends to consume a minimum of 25% of its consumption using green power for an uninterrupted period for at least six months. However, requisition for green power shall be made in multiple of 25% of its consumption.
21. **Promotional tariff for Electric Vehicle Charging Stations:** For the year 2024 — 25, the promotional single part tariff for Electric Vehicle Charging Stations at Rs. 6.00 per unit during the 'peak' hours (17:00 hrs to 23:00 hrs) and Rs. 5.50 per unit during 'other than peak' hours shall continue. Any EV Charging Station has the liberty to go for complete green resource by applying for green energy with payment of 'Green Tariff as specified in paragraph 20 above.
22. **Parallel operation / grid support charge:** Consumers having in-situ captive generating plant willing to synchronize its captive plant

with WBSEDCL system for enhancement of its reliability and security of operation shall pay a parallel operation / grid support charge at the rate of Rs. 20 /KVA/ month for the entire capacity of the captive generating plant in addition to other applicable charges payable by the consumer.

23. All statutory levies like Electricity Duty or any other taxes, duties etc. imposed by the State Govt. / Central Govt. or any other competent authority shall be extra and shall not be a part of the tariff as determined under this tariff order.
24. WBSEDCL shall clearly indicate in the consumer's bill (a) the amount payable in terms of the tariff determined by the Commission (b) amount payable for green tariff, if any (c) the amount of the State Government subsidy, if any and (d) the net amount payable as per provisions of the Tariff Regulations.



West Bengal State Electricity Distribution Company Ltd.

(A Government of West Bengal Enterprise)

“Vidyut Bhavan”, Bidhannagar, Block – DJ, Sector – II, Kolkata – 700 091

Sub: Wheeling Charge and Associated Terms and Conditions vide Order dated 06.03.2024 of the Hon'ble West Bengal Electricity Regulatory Commission.

As per aforesaid order of the Hon'ble Commission, the applicable Wheeling charge and related conditions for all Open Access consumers of erstwhile DPL area during 2024-25 are given below:

1. The applicable rate of wheeling charges for the years 2024-25 comes to Rs. 0.88 per kWh.
2. In terms of the provisions contained in the Open Access Regulation, the Commission is fixing the above rate of wheeling charges and the same is to be recovered by WBSEDCL during the year 2024-25 onwards from the different categories of open access customers as mentioned in the said regulation including captive generators for conveyance of electricity through its distribution system.

Provided that the consumer of the distribution licensee shall not be required to pay any wheeling charge for the part of energy it is drawing not as an open access customer.



West Bengal State Electricity Distribution Company Ltd.

(A Government of West Bengal Enterprise)

“Vidyut Bhavan”, Bidhannagar, Block – DJ, Sector – II, Kolkata – 700 091

Sub: Tariff and Associated Terms and Conditions vide Order dated 06.03.2024 of the Hon’ble West Bengal Electricity Regulatory Commission.

As per aforesaid order of the Hon’ble Commission, the applicable tariff and conditions for all categories of consumers of WBSEDCL (excluding erstwhile DPL Consumers) during the year 2024-25 are given below:

Tariff Schedule:

LOW AND MEDIUM VOLTAGE CONSUMERS

SI No	Type of Consumer	Applicable Tariff Scheme					Optional tariff Scheme						
		Consumer category	Name of the Tariff Scheme	Quarterly consumption in KWH	Energy Charge P/kWh	Fixed Charge / Demand Charge * in Rs/KVA/mon	Consumer category	Name of the Tariff Scheme	Quarterly consumption in KWH	Energy Charge P/kWh	Fixed Charge/ Demand Charge * in Rs/KVA/mon		
1	Life Line (Domestic)	Rate A(DM-LL)	Normal	0 to 75	368	10	NOT APPLICABLE						
2	Domestic (Rural)	Rate A(DM-R)	Normal	First	102	500	30	Rate A(DM)T	Normal - TOD	06.00 hrs to 17.00 hrs	All units	698	30
				Next	78	624							
				Next	120	689							
				Next	300	744							
				Next	300	761							
				Above	900	922							
3	Domestic (Urban)	Rate A(DM-U)	Normal	First	102	504	30						
				Next	78	633							
				Next	120	712							
				Next	300	752							
				Next	300	769							
				Above	900	922							
										17.00 hrs to 23.00 hrs.	All units	838	
										23.00 hrs to 06.00 hrs.	All units	593	

LOW AND MEDIUM VOLTAGE CONSUMERS

SI No	Type of Consumer	Applicable Tariff Scheme					Optional tariff Scheme						
		Consumer category	Name of the Tariff Scheme	Quarterly consumption in KWH		Energy Charge P/kWh	Fixed Charge / Demand Charge * in Rs/KVA/mon	Consumer category	Name of the Tariff Scheme	Quarterly consumption in KWH		Energy Charge P/kWh	Fixed Charge/ Demand Charge * in Rs/KVA/mon
4	Commercial	Rate A(CM)	Normal	First	180	577	60	Rate A(CM)T	Normal - TOD	06.00 hrs to 17.00 hrs	All units	732	60
				Next	120	752				17.00 hrs to 23.00 hrs.	All units	886	
				Next	150	820				23.00 hrs to 06.00 hrs.	All units	616	
				Next	450	851							
				Above	900	902							
5	Public utility/ Specified Institution/ Public Bodies (Municipal and Non-Municipal Area)	Rate A(CM-PU)	Normal	On all Units		690	100	Rate A(CM-PU)T	Normal - TOD	06.00 hrs. – 17.00 hrs. & 20.00 hrs - 23.00 hrs.	On all units	680	100
										17.00 hrs to 20.00 hrs.	On all units	741	
										23.00 hrs to 06.00 hrs	On all units	639	
6	Government School, Government aided school or Government sponsored school	Rate A(CM-I)	Normal	On all Units		412	50	NOT APPLICABLE					
7	Cottage Industry / Artisan / Weavers / Small production oriented establishment and Poultry/ Duckery/ Horticulture/ Floriculture/ Herbal-Medicinal/ Bio-diesel plant Farming/ Food Processing Unit/Pisciculture/ Aquaculture	Rate A(CM-II)	Normal	On all Units		609	34	Rate A(CM-II)T	Normal - TOD	06.00 hrs to 17.00 hrs	All units	599	34
										17.00 hrs to 23.00 hrs.	All units	659	
										23.00 hrs to 06.00 hrs.	All units	563	

LOW AND MEDIUM VOLTAGE CONSUMERS

SI No	Type of Consumer	Applicable Tariff Scheme					Optional tariff Scheme								
		Consumer category	Name of the Tariff Scheme	Monthly consumption in KWH		Energy Charge P/kWh	Fixed Charge/ Demand Charge* in Rs/KVA/mon	Consumer category	Name of the Tariff Scheme	Monthly consumption in KWH	Energy Charge P/kWh	Fixed Charge/ Demand Charge* in Rs/KVA/mon			
1	Labour Line (Domestic)	Rate A(DM-L)	Normal	All units		619	30								
2	Irrigation pumping for Agriculture (Metered)	Rate C(T)	Normal TOD	06.00 hrs to 17.00 hrs	All units	350	40								
				17.00 hrs to 23.00 hrs.	All units	771									
				23.00 hrs to 06.00 hrs	All units	265									
3	Irrigation pumping for Agriculture (Metered supply from mixed HV feeder)	Rate C(A)	Normal	All units		466	60								
4	Commercial Plantation	Rate A(CM) - CP	Normal TOD	06.00 hrs to 17.00 hrs	All units	693	100								
				17.00 hrs to 23.00 hrs.	All units	898									
				23.00 hrs to 06.00 hrs	All units	704									
5	Short Term Irrigation Supply	Rate C(T) - STIS	Normal TOD	06.00 hrs to 17.00 hrs	All units	440	40								
				17.00 hrs to 23.00 hrs.	All units	848									
				23.00 hrs to 06.00 hrs	All units	302									
6	Short Term supply for Commercial Plantation	Rate A(CM)-STCP	Normal TOD	06.00 hrs to 17.00 hrs	All units	693	100								
				17.00 hrs to 23.00 hrs.	All units	946									
				23.00 hrs to 06.00 hrs	All units	702									
7	Short-term, Emergency and Construction Power Supply	Rate A(ST)	Normal TOD	06.00 hrs to 17.00 hrs	All units	795	150								
				17.00 hrs to 23.00 hrs.	All units	956									
				23.00 hrs to 06.00 hrs	All units	755									
8	Industry (Rural) and Cold Storage & Dairy with Chilling Plant	Rate B(I-R)	Normal	First	500	507	75	Rate B(I) T	Normal - TOD	06.00 hrs to 17.00 hrs	All Units	666	75		
				Next	1500	765				17.00 hrs to 23.00 hrs	All Units	801			
				Above	2000	757				23.00 hrs to 06.00 hrs	All Units	498			
9	Industry (Urban) and Cold Storage & Dairy with Chilling Plant	Rate B(I-U)	Normal	First	500	523	75								
				Next	1500	786									
				Above	2000	783									

LOW AND MEDIUM VOLTAGE CONSUMERS

SI No	Type of Consumer	Applicable Tariff Scheme					Optional tariff Scheme					
		Consumer category	Name of the Tariff Scheme	Monthly consumption in KWH	Energy Charge	Fixed Charge/ Demand Charge* in Rs/KVA/mon	Consumer category	Name of the Tariff Scheme	Monthly consumption in KWH		Energy Charge P/kWh	Fixed Charge/ Demand Charge* in Rs/KVA/mon
					P/kWh							
10	Public Water Works & Sewerage System	Rate B (II)	Normal	On all Units	701	80	Rate B(II) T	Normal - TOD	06.00 hrs. – 17.00 hrs. & 20.00 hrs - 23.00 hrs.	All Units	687	80
									17.00 hrs to 20.00 hrs.	All Units	1031	
									23.00 hrs to 06.00 hrs	All Units	474	
11	Street Lighting	Rate D(1)	Normal	On all Units	682	100						
12	Private Educational Institutions and Hospitals	Rate D(4)	Normal	On all Units	703	100	Rate D(4) T	Normal - TOD	06.00 hrs to 17.00 hrs & 20.00 hrs to 23.00 hrs	On all Units	700	100
									17.00 hrs to 20.00 hrs	On all Units	763	
									23.00 hrs to 06.00 hrs	On all Units	651	
13	Bulk Supply at single point to Co-operative Group Housing Society for providing power to its members or person for providing power to its employees in a single premises	Rate D(7)	Normal	All units	703	90	Rate D(7)T	Normal - TOD	06.00 hrs to 17.00 hrs	On all Units	700	90
									17.00 hrs to 23.00 hrs	On all Units	763	
									23.00 hrs to 06.00 hrs	On all Units	651	
14	Common Services of Industrial Estate	Rate D(8)	Normal - TOD	06.00 hrs. – 17.00 hrs. & 20.00 hrs to 23.00 hrs	On all Units	695	100					
				17.00 hrs to 20.00 hrs.	On all Units	856						
				23.00 hrs to 06.00 hrs	On all Units	655						
15	Industrial consumers (50 KVA and above)	Rate B- IDI	Normal	All units	692	270	Rate B- IDIT	Normal TOD	06.00 hrs. – 17.00 hrs.	On all Units	683	270
									17.00 hrs to 23.00 hrs.	On all Units	820	
									23.00 hrs to 06.00 hrs	On all Units	512	

LOW AND MEDIUM VOLTAGE CONSUMERS

SI No	Type of Consumer	Applicable Tariff Scheme					Optional tariff Scheme					
		Consumer category	Name of the Tariff Scheme	Monthly consumption in KWH	Energy Charge P/kWh	Fixed Charge/ Demand Charge* in Rs/KVA/mon	Consumer category	Name of the Tariff Scheme	Monthly consumption in KWH		Energy Charge P/kWh	Fixed Charge/ Demand Charge* in Rs/KVA/mon
16	Commercial consumers (50 KVA and above)	Rate B- IDC	Normal	All units	720	270	Rate B- IDCT	Normal TOD	06.00 hrs. – 17.00 hrs.	On all Units	712	270
									17.00 hrs to 23.00 hrs.	On all Units	993	
									23.00 hrs to 06.00 hrs	On all Units	472	
17	Domestic consumers (50 KVA and above)	Rate D- ID	Normal	All units	687	68	Rate D- IDT	Normal TOD	06.00 hrs. – 17.00 hrs.	On all Units	667	68
									17.00 hrs to 23.00 hrs.	On all Units	933	
									23.00 hrs to 06.00 hrs	On all Units	442	
18	Other than Industrial, Commercial and Domestic consumers except Short-term/ Construction/ Emergency Power Supply (50 KVA and above)	Rate C- ID	Normal	All units	631	270	Rate C- IDT	Normal TOD	06.00 hrs. – 17.00 hrs.	On all Units	590	270
									17.00 hrs to 23.00 hrs.	On all Units	823	
									23.00 hrs to 06.00 hrs	On all Units	392	

Note :- * Fixed Charge will be applicable for the Consumer having Contract Demand below 50 KVA and Demand Charge will be applicable for the consumer having Contract Demand of 50 KVA and above.

HIGH & EXTRA HIGH VOLTAGE CONSUMERS

Sl No	Type of Consumer	Applicable Tariff Scheme							Optional Tariff Scheme							
		Consumer category	Name of the Tariff Scheme	Consumption per month in KWH	Energy Charge			Demand Charge	Consumer category	Name of the Tariff Scheme	Consumption per month in KWH		Energy Charge			Demand Charge
					P/kWh			(Rs./ KVA/ month)					P/kWh			(Rs./ KVA/ month)
					Summer	Monsoon	Winter						Summer	Monsoon	Winter	
1	Public Utility (11 KV)	Rate E(A)	Normal	All Units	670	668	666	384	Rate E(AT)	Normal - TOD	06.00 hrs-17.00 hrs & 20.00 hrs-23.00 hrs	All Units	651	649	647	384
											17.00 hrs-20.00 hrs	All Units	968	965	962	
											23.00 hrs-06.00 hrs	All Units	517	516	515	
2	Public Utility (33 KV)	Rate F(A)	Normal	All Units	660	658	656	384	Rate F(AT)	Normal - TOD	06.00 hrs-17.00 hrs & 20.00 hrs-23.00 hrs	All Units	638	636	634	384
											17.00 hrs-20.00 hrs	All Units	946	943	940	
											23.00 hrs-06.00 hrs	All Units	506	504	503	
3	Industries (11 KV)	Rate E(B)	Normal	All Units	707	706	705	384	Rate E(BT)	Normal - TOD	06.00 hrs-17.00 hrs	All Units	695	694	693	384
											17.00 hrs-23.00 hrs	All Units	837	836	835	
											23.00 hrs-06.00 hrs	All Units	518	517	516	
4	Industries (33 KV)	Rate F(B)	Normal	All Units	691	689	687	384	Rate F(BT)	Normal - TOD	06.00 hrs-17.00 hrs	All Units	677	675	673	384
											17.00 hrs-23.00 hrs	All Units	818	815	812	
											23.00 hrs-06.00 hrs	All Units	501	500	498	
5	Industries (132 KV)	Rate H(B)	Normal	All Units	677	675	673	384	Rate H(BT)	Normal - TOD	06.00 hrs-17.00 hrs	All Units	655	653	651	384
											17.00 hrs-23.00 hrs	All Units	793	790	787	
											23.00 hrs-06.00 hrs	All Units	482	480	479	
6	Industries (220KV)	Rate I(BT)	Normal - TOD	06.00 hrs-17.00 hrs	All Units	595	593	591	384	NOT APPLICABLE						
				17.00 hrs-23.00 hrs	All Units	721	718	715								
				23.00 hrs-06.00 hrs	All Units	437	436	435								

HIGH & EXTRA HIGH VOLTAGE CONSUMERS

Sl No	Type of Consumer	Applicable Tariff Scheme							Optional Tariff Scheme								
		Consumer category	Name of the Tariff Scheme	Consumption per month in KWH		Energy Charge			Demand Charge	Consumer category	Name of the Tariff Scheme	Consumption per month in KWH	Energy Charge			Demand Charge	
						P/kWh			(Rs./ KVA/ month)				P/kWh			(Rs./ KVA/ month)	
						Summer	Monsoon	Winter					Summer	Monsoon	Winter		
7	Community Irrigation/ Irrigation	Rate S(GT)	Normal - TOD	06.00 hrs-17.00 hrs	All Units	706	704	705	34	NOT APPLICABLE							
				17.00 hrs-23.00 hrs	All Units	1032	1029	1031									
				23.00 hrs-06.00 hrs	All Units	425	423	424									
8	Commercial Plantation and Short Term Supply for Commercial Plantation	Rate S(CPT)	Normal - TOD	06.00 hrs-17.00 hrs	All Units	741	739	737	384	NOT APPLICABLE							
				17.00 hrs-23.00 hrs	All Units	1023	1020	1017									
				23.00 hrs-06.00 hrs	All Units	507	506	505									
9	Short Term Irrigation Supply	Rate S(GT-ST)	Normal - TOD	06.00 hrs-17.00 hrs	All Units	746	742	744	34	NOT APPLICABLE							
				17.00 hrs-23.00 hrs	All Units	1095	1089	1092									
				23.00 hrs-06.00 hrs	All Units	445	443	444									
10	Commercial (11 KV)	Rate E(C)	Normal	All Units		677	675	673	384	Rate E(CT)	Normal - TOD	06.00 hrs-17.00 hrs	All Units	660	659	658	384
17.00 hrs-23.00 hrs	All Units	999	996	993													
23.00 hrs-06.00 hrs	All Units	382	381	380													
11	Commercial (33 KV)	Rate F(C)	Normal	All Units		664	662	660	384	Rate F(CT)	Normal - TOD	06.00 hrs-17.00 hrs	All Units	649	648	647	384
17.00 hrs-23.00 hrs	All Units	987	986	984													
23.00 hrs-06.00 hrs	All Units	371	370	369													
12	Commercial (132 KV)	Rate H(C)	Normal	All Units		661	659	657	384	Rate H(CT)	Normal - TOD	06.00 hrs-17.00 hrs	All Units	641	639	637	384
17.00 hrs-23.00 hrs	All Units	976	974	972													
23.00 hrs-06.00 hrs	All Units	368	367	366													
13	Domestic and Bulk Supply at single point to Co-operative Group Housing Society for providing power to its members or person for providing power to its employees in a single premises	Rate S(D)	Normal	All Units		733	731	729	42	Rate S(DT)	Normal - TOD	06.00 hrs-17.00 hrs	All Units	710	708	706	42
												17.00 hrs-23.00 hrs	All Units	798	796	794	
												23.00 hrs-06.00 hrs	All Units	652	650	649	

HIGH & EXTRA HIGH VOLTAGE CONSUMERS

Sl No	Type of Consumer	Applicable Tariff Scheme							Optional Tariff Scheme							
		Consumer category	Name of the Tariff Scheme	Consumption per month in KWH	Energy Charge			Demand Charge	Consumer category	Name of the Tariff Scheme	Consumption per month in KWH		Energy Charge			Demand Charge
					P/kWh								P/kWh			
					Summer	Monsoon	Winter	(Rs./ KVA/ month)			Summer	Monsoon	Winter	(Rs./ KVA/ month)		
14	Public Water Works & Sewerage (11 KV)	Rate E(PW)	Normal	All Units	670	668	666	384	Rate E(PWT)	Normal - TOD	06.00 hrs-17.00 hrs & 20.00 hrs-23.00 hrs	All Units	651	649	647	384
											17.00 hrs-20.00 hrs	All Units	967	964	961	
											23.00 hrs-06.00 hrs	All Units	517	516	515	
15	Public Water Works & Sewerage (33 KV)	Rate F(PW)	Normal	All Units	657	655	653	384	Rate F(PWT)	Normal - TOD	06.00 hrs-17.00 hrs & 20.00 hrs-23.00 hrs	All Units	637	635	633	384
											17.00 hrs-20.00 hrs	All Units	946	943	940	
											23.00 hrs-06.00 hrs	All Units	505	503	501	
16	Sports Complex & Auditorium run by Govt./ local bodies for cultural affairs	Rate S(C)	Normal	All Units	744	743	741	41	NOT APPLICABLE							
17	Cold storage/ Dairies with Chilling Plant	Rate S(F)	Normal	All Units	636	635	634	360	Rate S(FT)	Normal - TOD	06.00 hrs-17.00 hrs	All Units	619	618	617	360
											17.00 hrs-23.00 hrs	All Units	857	856	854	
											23.00 hrs-06.00 hrs	All Units	416	415	414	
18	Short-Term/ Emergency/ Construction Power Supply	Rate S(ST)	Normal-TOD	06.00 hrs-17.00 hrs	All Units	775	773	771	450	NOT APPLICABLE						
				17.00 hrs-23.00 hrs	All Units	1080	1077	1074								
				23.00 hrs-06.00 hrs	All Units	522	520	518								

HIGH & EXTRA HIGH VOLTAGE CONSUMERS

Sl No	Type of Consumer	Applicable Tariff Scheme							Optional Tariff Scheme								
		Consumer category	Name of the Tariff Scheme	Consumption per month in KWH		Energy Charge			Demand Charge	Consumer category	Name of the Tariff Scheme	Consumption per month in KWH		Energy Charge			Demand Charge
						P/kWh			(Rs./ KVA/ month)					P/kWh			(Rs./ KVA/ month)
						Summer	Monsoon	Winter						Summer	Monsoon	Winter	
19	Common Services of Industrial Estate	Rate E (CT-CS)	Normal - TOD	06.00 hrs-17.00 hrs & 20.00 hrs.-23.00 hrs	All Units	795	793	791	384	NOT APPLICABLE							
				17.00 hrs-20.00 hrs	All Units	1104	1101	1098									
				23.00 hrs-06.00 hrs	All Units	651	650	649									
20	Traction Supply	Rate T	Normal	All Units		738	735	732	360	NOT APPLICABLE							
21	Metro Rail/ Airports under RCS-UDDAN	Rate T (M)	Normal	All Units		716	711	706	105	NOT APPLICABLE							
22	Private Educational Institutions	Rate E (C-EI)	Normal	All Units		812	810	808	384	Rate E (CT-EI)	Normal - TOD	06.00 hrs-17.00 hrs	All Units	800	798	796	384
												17.00 hrs-23.00 hrs	All Units	879	877	875	
												23.00 hrs-06.00 hrs	All Units	730	729	728	
23	MES	Rate E (C-M)	Normal	All Units		654	652	650	192	NOT APPLICABLE							

Details of different tariff schemes of different classes of consumers and various associated terms and conditions are specified in various regulations and in Annexure - C1 and Annexure - C2 of the West Bengal Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2011 as amended thereafter referred to as the "Tariff Regulations")

1. Load Factor Rebate / Surcharge:

- 1.1. In order to reduce the overall system T&D loss and to flatten the load curve by improving the existing system load factor of WBSEDCL, the voltage-wise graded load factor rebate applicable for the EHV and HV industrial consumers and L&MV industrial consumers of 50 kVA and above (B-IDI and B-IDIT) will be as per the following table:

LOAD FACTOR REBATE (paise/kWh)			
For the Year 2024-25			
Range of Load factor (LF)	Supply Voltage		
	Below 33 kV	33 kV	Above 33 kV
Above 70-upto 75	6	6	6
Above 75-upto 80	11	11	11
Above 80-upto 85	16	31	31
Above 85-upto 90	21	36	36
Above 90-upto 92	26	41	41
Above 92-upto 95	31	46	46
Above 95	36	51	51

- 1.2. Further, an additional LF rebate for 33 KV & 132 KV industries under revenue enhancement scheme as approved in order dated 08/02/2017 in Case No. OA-242/16-17 of the Commission shall continue.
- 1.3. Load factor surcharge shall continue for those HV, EHV and L&MV (above 50 KVA) categories of consumers to whom those are applicable at present. The applicable rate of load factor surcharge for different voltage level for the year 2024-25 will be as per the table below:

LOAD FACTOR SURCHARGE (Paise/kWh)			
For the Year 2024-25			
Range of Load factor (LF)	Supply Voltage		
	Below 33 kV	33 kV	Above 33 kV
Above 0-upto 25	35	70	80
Above 25-upto 30	15	50	60
Above 30-upto 60	14	48	58
Above 60-upto 65	7	41	50

- 1.4. The above load factor rebate and surcharge shall be applicable on total quantum of energy consumed in the billing period. Load factor rebate and surcharge shall be computed in accordance with the formula and associated principles specified in regulations 3.9.2, 3.9.3 and 3.9.4 of the Tariff Regulations. For availing load factor rebate the consumer has to make its payment within due date.

2. Fixed / Demand Charge:

- (a) The fixed charge shall be applicable to different categories of consumers at the rates shown in Annexure 3B1 and Annexure 3B2 of this tariff order. For agriculture consumers under L&MV category, fixed charge during July to October (Monsoon season) will be 50% of the fixed charge specified in Annexure 3B2.
- (b) The demand charge shall be applicable to different categories of consumers as per rates shown in Annexure 3B2 and Annexure 3B3 of this order on the basis of recorded demand as specified in regulation 4.3.3 of the Tariff Regulations subject to the conditions specified in the Tariff Regulations.
- (c) When a new consumer gets connected to the system, the computation of fixed charge or demand charge for that month shall be made pro-rata for the number of days of supply in that particular month.

3. Power Factor Rebate / Surcharge:

The Power Factor (PF) rebate and surcharge shall continue for those HV, EHV and L&MV (above 50 KVA) categories of consumers to whom these are applicable at present. The power factor rebate and surcharge will be applicable in terms of percentage of energy charge of the billing period. The PF rebate and surcharge percentage for 2024-25 will remain same as per the existing rates and are given below:

Power Factor (PF) Range	Power Factor Rebate & Surcharge on Energy Charge in Percentage for 2024-25							
	For consumers under TOD Tariff						For consumers under non-TOD Tariff	
	Normal Period		Peak Period		Off-peak Period			
	Rebate in %	Surcharge in %	Rebate in %	Surcharge in %	Rebate in %	Surcharge in %	Rebate in %	Surcharge in %
PF>0.99	8.00	0.00	9.00	0.00	7.00	0.00	5.00	0.00
PF>0.98 & PF<=0.99	7.00	0.00	8.00	0.00	6.00	0.00	4.00	0.00
PF>0.97 & PF<=0.98	5.00	0.00	6.00	0.00	4.00	0.00	3.00	0.00
PF>0.96 & PF<=0.97	4.00	0.00	5.00	0.00	3.00	0.00	2.50	0.00
PF>0.95 & PF<=0.96	3.00	0.00	4.00	0.00	2.00	0.00	2.00	0.00
PF>0.94 & PF<=0.95	2.25	0.00	3.00	0.00	1.50	0.00	1.50	0.00
PF>=0.93 & PF<=0.94	1.50	0.00	2.00	0.00	1.00	0.00	1.00	0.00
PF>=0.92 & PF<0.93	0.75	0.00	1.00	0.00	0.50	0.00	0.50	0.00
PF>=0.86 & PF<0.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PF>=0.85 & PF<0.86	0.00	1.00	0.00	1.25	0.00	0.75	0.00	0.75
PF>=0.84 & PF<0.85	0.00	2.00	0.00	2.50	0.00	1.50	0.00	1.50
PF>=0.83 & PF<0.84	0.00	2.50	0.00	3.25	0.00	1.75	0.00	1.75
PF>=0.82 & PF<0.83	0.00	3.00	0.00	4.00	0.00	2.00	0.00	2.00
PF>=0.81 & PF<0.82	0.00	4.00	0.00	5.00	0.00	3.00	0.00	2.50
PF>=0.80 & PF<0.81	0.00	5.00	0.00	6.00	0.00	4.00	0.00	3.00
PF<0.80	0.00	6.00	0.00	7.00	0.00	5.00	0.00	3.50

For the purpose of computation of rebate and surcharge for any consumer the normal, peak and off-peak shall be as specified in Annexure C2 of the Tariff Regulations for the respective consumer category. The power factor rebate and surcharge for different time periods shall be reflected in the bill separately and shall be treated separately.

4. For short-term supply, emergency supply and for supply of construction power there shall be no rebate or surcharge for load factor or power factor.
5. Rebate for demand side management shall continue at the prevailing rate and conditions for those categories of consumers to whom these were applicable during the period. From the date of issuance of this order, the licensee has to ensure that the rebate is applicable to the consumers who make their payments within due date.

6. Energy Charge:

6.1 The energy charge shall be applicable to different categories of consumers as per rates shown in Annexure 3B1, Annexure 3B2 and Annexure 3B3. WBSedCL shall recover any variation in power purchase cost under MVCA in addition to the energy charge specified in the tariff schedule. MVCA shall be computed in accordance with the formula specified in the Tariff Regulations and recovered on the energy consumed by the consumer in the respective month and shown separately in the bills of the consumers.

6.2 For the consumers under prepaid scheme, 3% rebate would be allowed on energy charge of non-TOD or TOD tariff, as the case may be, including applicable MVCA charge.

6.3 In case of short-term supply to Pandals for community religious ceremonies, a rebate of 30 paisa/kWh on energy charge of each unit shall be given if the entire illumination is done with LED.

6.4 A special rebate of 25 paisa/kWh on energy charge shall be given to the cold storage or dairy with chilling plant connected to L&MV having contractual load 50 kVA and above.

6.5 A special rebate of 50 paisa/kWh on energy charge shall be given to the juvenile home, destitute home, orphanage, dispensaries, libraries and educational institutions run by Charitable Organizations / NGOs connected to L&MV level.

6.6 A rebate of 2 paisa/ kwh on energy charge shall be applicable, for quarterly consumption upto 300 units, to the commercial consumer in rural area connected under L&MV category over and above the commercial tariff rate A(CM).

6.7 A rebate of 184 paisa/ kwh on energy charge shall be applicable to street lights using LED over and above the street light tariff rate D(1).

6.8 LV&MV consumers under tariff rate A(CM-II) viz. cottage industry / artisan / weavers / Poultry / duckery/ horticulture/ floriculture, etc. having contract demand 50 kVA and above shall be charged at rate C-ID.

6.9 A special promotional rebate of 198 paisa/kwh shall be applicable to airports under RCS-UDDAN.

6.10 A rebate of 15% in energy charge shall be applicable for supply of power at 11 kV over and above the rate E(C) for poultry, duckery, aquaculture, animal husbandry, horticulture, floriculture, and sericulture. Activities such as ice factories, chilling plants, cold storage, cattle/ poultry/ fish feed units and food /agri product processing units shall be excluded for such rebate.

Provided that, a feed unit attached to a poultry farm / aquaculture farm/ cattle rearing farm is for exclusive use of the farm, then such activity will be considered as part of poultry/ aquaculture/ cattle rearing farm and rebate will be applicable.

6.11 A rebate of 3% on energy charge shall be applicable to the Industrial consumers connected at 400 kV over and above the rate I(BT).

7. **Minimum charges:** Subject to the condition as specified in regulation 4.13 of the Tariff Regulations, the minimum charge excluding meter rent, taxes, levies etc. and arrears shall be recovered at the following rates:

Minimum Charge for the Year 2024-25 (In Rs./kVA/Month)	
Category of consumers	Minimum Charge
i) Lifeline	28.00
ii) Domestic - LT	75.00

iii) Private Educational Institute and Hospital	105.00
iv) Commercial – LT	105.00
v) Public Utility, Public Water Works, Commercial Plantation, Street Light, Common Service of Industrial Estate, Co-operative and Group Housing Society	105.00
vi) Industrial	200.00
vii) Irrigation Supply	
a) STW	*
b) Submersible	*
viii) LV and MV (Above 50 KVA but up to 200 KVA)	
Domestic	200.00 *
ix) HV and EHV	
Domestic, Sports Complex, Common Service of Industrial State Cooperative and Group Housing Society	400.00

*Minimum charge for irrigation pumping for agriculture and fire safety system of domestic consumers, where separate supply is provided for such system, shall be equal to the applicable fixed / demand charge of the respective consumer category(ies).

8. Other Charges:

8.1. Reconnection / disconnection charges as was applicable for 2023-24 shall be continued in 2024-25.

8.2. Existing charges related to meter rent, meter testing, fuse call charges, etc. shall continue. No meter rent is applicable for consumers who have provided their own meters or have paid the cost of meter to WBSEDCL.

9. For any prepaid and TOD tariff scheme other charges shall be the charges applicable to consumers under respective category of non-TOD tariff, unless specifically mentioned in this order or the Tariff Regulations, as amended. However, any security deposit is not applicable for consumers under prepaid tariff scheme.

10. Tariff for Military Engineering Services (MES) at under L&MV category shall continue to be same as that of MES tariff in HV&EHV category.

11. For short-term supply, emergency supply and for supply of construction power under L&MV category of 50 kVA and above, the rates will be same as that of HV category.

12. Timely Payment Rebate:

12.1 For all consumers, excluding consumers having prepaid meters, 1% rebate shall be given on the amount of bill excluding meter rent, taxes, duties, levies and arrears (not being arrears due to revision of tariff) if the payment is made within due date.

12.2 In order to encourage onetime payment for three months bill a special rebate of 10 paisa/ kWh on energy charge shall be given to domestic and commercial consumers under L&MV categories covered by quarterly billing cycle under normal or normal -TOD tariff scheme if the payment is made for the quarter at a time within the due date stipulated for the first month of the quarter. This rebate shall be computed over the net amount of bill after adjusting rebate under paragraph 12.1 above.

13. Delayed payment surcharge:

Delayed payment surcharge will be applicable at the rate and the manner specified in regulations 4.14.1 and 4.14.2 of the Tariff Regulations.

14. Additional rebate for E-payment and e-bill:

For all consumers, excluding consumers having prepaid meters, an additional rebate of 1% of the amount of bill excluding meter rent, tax, duties, levies and arrears (not being arrears due to revision of tariff) would be allowed to the consumers who would pay their energy bills through e-payment facility following the conditions specified in regulation 8.5.4 of the Tariff Regulations. This rebate shall be computed over the net amount of bill after adjusting rebate under paragraph 12 above.

15. **Green Tariff:** For the year 2024 — 25, the 'Green Tariff' at the rate of 50 paisa/kwh shall be continued to be levied over and above the retail tariff to the consumer who intends to consume a minimum of 25% of its consumption using green power for an uninterrupted period for at least six months. However, requisition for green power shall be made in multiple of 25% of its consumption.

16. **Promotional tariff for Electric Vehicle Charging Stations:** For the year 2024 — 25, the promotional single part tariff for Electric Vehicle Charging Stations at Rs. 6.00 per unit during the 'peak' hours (17:00 hrs to 23:00 hrs) and Rs. 5.50 per unit during 'other than peak' hours shall continue.
- Any EV Charging Station has the liberty to go for complete green resource by applying for green energy with payment of 'Green Tariff as specified in paragraph 15 above.
17. **Parallel operation / grid support charge:** Consumers having in-situ captive generating plant willing to synchronize its captive plant with WBSEDCL system for enhancement of its reliability and security of operation shall pay a parallel operation / grid support charge at the rate of Rs. 20 /KVA/ month for the entire capacity of the captive generating plant in addition to other applicable charges payable by the consumer during the year 2024-25.
18. In case the monthly billing cycle is introduced due to implementation of smart meter for any consumer category where tariff schedule specifies for quarterly billing cycles, the quantum of monthly slabs shall be computed as 1/3rd of the quantum of quarterly slabs.
19. All statutory levies like Electricity Duty or any other taxes, duties etc. imposed by the State Govt. / Central Govt. or any other competent authority shall be extra and shall not be a part of the tariff as determined under this tariff order.
20. WBSEDCL shall clearly indicate in the consumer's bill (a) the amount payable in terms of the tariff determined by the Commission (b) amount payable for green tariff, if any (c) the amount of the State Government subsidy, if any and (d) the net amount payable as per provisions of the Tariff Regulations.
21. All the rates and conditions of tariff mentioned above are effective from 1st April 2024 and will continue till further order of the Commission.
22. Any matter which has not been explicitly mentioned in the order shall be guided by the regulations 2.9.8 and 2.9.9 of the Tariff Regulations.



West Bengal State Electricity Distribution Company Ltd.

(A Government of West Bengal Enterprise)

“Vidyut Bhavan”, Bidhannagar, Block – DJ, Sector – II, Kolkata – 700 091

Sub: Wheeling Charge and Associated Terms and Conditions vide Order dated 06.03.2024 of the Hon’ble West Bengal Electricity Regulatory Commission.

As per aforesaid order of the Hon’ble Commission, the applicable Wheeling charge and related conditions for all Open Access consumers of WBSEDCL (excluding erstwhile DPL consumers) during 2024-25 are given below:

1. The applicable rate of wheeling charges for the years 2024-25 comes to Rs. 0.88 per kWh.
2. In terms of the provisions contained in the Open Access Regulation, the Commission is fixing the above rate of wheeling charges and the same is to be recovered by WBSEDCL during the year 2024-25 onwards from the different categories of open access customers as mentioned in the said regulation including captive generators for conveyance of electricity through its distribution system.

Provided that the consumer of the distribution licensee shall not be required to pay any wheeling charge for the part of energy it is drawing not as an open access customer.

3. Cross-subsidy surcharge:

- 3.1 The open access customer, other than those carrying the electricity generated in captive generating plant to the destination and for the extent of their own use, shall pay cross-subsidy surcharge in addition to the distribution wheeling charge in accordance with the Open Access Regulations.

3.2 The average tariff of each category of consumers (T) and applicable Cross-subsidy surcharge (S) are given below:

**AVERAGE TARIFF FOR CONSUMER CATEGORY AND
APPLICABLE CROSS-SUBSIDY SURCHARGE**

Consumer Category	Category-wise Average tariff (T)	Average Cost of supply (ACS)	Regulatory Component (R)	Cross-subsidy surcharge (S) = (T) — (ACS) + (R)
In paisa/kWh				
LV & MV				
Life line	386	712	58	
Domestic	643	712	58	
Commercial	821	712	58	167
Public Utility	785	712	58	131
Public Water Works	765	712	58	111
Industries(Rural)	789	712	58	135
Industries (Urban)	798	712	58	144
Irrigation	470	712	58	
Govt. School	577	712	58	
Private School	811	712	58	157
Domestic (50 KVA & above)	753	712	58	99
Industries (50 KVA & above)	844	712	58	190
Commercial (50 KVA & above)	853	712	58	199
HV & EHV				
Domestic	721	712	58	67
Commercial I -11 KV	856	712	58	202
Commercial I - 33 KV	853	712	58	199
Industries - 11 KV	777	712	58	123
Industries - 33 KV	758	712	58	104
Industries -132 KV	712	712	58	58
Public Utility	851	712	58	197
Public Water works	848	712	58	194
Cold Storage	675	712	58	21
Metro	687	712	58	33
MES	661	712	58	7
Traction	757	712	58	103

The applicable Cross-subsidy surcharge (S) shall be limited to 20% of the Average Tariff (T) of respective category.

**Rent for Land and Buildings of Syama Prasad Mookerjee Port,
Kolkata at Haldia Dock Complex (other than licensing of land / buildings
inside Dock Interior Zone for storage of import/export cargo)**

I. LANDS:

Sl No.	Description Land	Rent per 100 sq. mtrs. per month.
a)	Residential Zone	Rs.1829/-
b)	Industrial Zone	Rs. 1233/-
c)	i) Dock Interior Zone - Bare Land ii) Dock Interior Zone Hard Stand	Rs. 3002/- Rs. 4666/-
d)	Proposed Dock Interior Zone	Rs. 2334/-
e)	i) Dock Zone -Bare Land ii) Dock Zone-Hard Stand	Rs. 1752/- Rs. 3415/-
f)	i) Commercial Zone for Offices, Banks, Workshops, Repair Shops, cold storages. ii) Commercial Zone for Shops, Markets, Nursing Homes, Medical Clinics, Hotels & Restaurants (without Bar), Service Stations, Repair Shops (Automobile) Weighbridge iii) Commercial Zone for Cinema House, Hotel & Restaurant (with Bar) etc.	Rs.3599/- Rs. 4799/- Rs. 4895/-
g)	Kukrahati	Rs. 581/-
h)	Panskura	Rs. 593/-

NOTE: 1) If land is taken in a Zone other than Commercial Zone for the purposes as mentioned in (f)- (i), (ii), (iii) above, 50% of the difference in rent between that applicable for the respective zone and Commercial Zone depending upon the usage, shall be charged extra over the land rent for the respective zone as per approved Rent Schedule.

2) In the event of utilization of land for mixed purpose i.e. office-cum-residential, the rent chargeable shall be simple average of applicable rents for the specific usage.

II. BUILDINGS:

Sl No.	Zone, Location and other description	Rent per sq. mtr. per month.
a.	Pucca Roofed Structure	
	i) Residential Zone	Rs. 96.23
	ii) Industrial Zone	Rs. 88.32
	iii) Dock Interior Zone	Rs. 106.18
	iv) Dock Zone	Rs. 108.18
	v) Commercial Zone*	Rs. 121.70
b.	AC/CI Roofed Structure	
	i) Residential Zone	Rs. 70.95
	ii) Industrial Zone	Rs. 69.82
	iii) Dock Interior Zone	Rs. 82.21
	iv) Dock Zone	Rs. 80.05
	v) Commercial Zone*	Rs. 98.93
	vi) Kukrahati	Rs. 69.82
c.	Tower Building	Rs. 160.32
d.	Quarters/Dormitories	
	(i) Dormitories (Pacca Roofed)	Rs. 115.00
	(ii) "A" Type quarters	Rs. 139.00
	(iii) Modified "A" type quarters	Rs. 138.00
	(iv) "B" type quarters	Rs. 138.00
	(v) Modified "B" type quarters	Rs. 138.00
	(vi) "C" type quarters	Rs. 144.81
	(vii) "D" Type quarters	Rs. 180.03
	(viii) Officers Hostel	Rs. 141.00
e.	Market for perishable good	Rs. 71.36
f.	Retail Market	Rs. 86.83
g.	Shopping Centres at Durgachak	Rs. 69.91
h.	Shopping Centres at Chiranjibpur	Rs. 71.36
i.	Township market opposite to Makhan Babur Bazar	Rs. 49.55
j.	Township market Centre (near Helipad ground)	Rs. 69.82
k.	Goomties	Rs. 86.83

III. OTHER FEES

Sl. No.	Description	Rates
1.	Permission Fee (To be levied per day or part thereof)	
	i) For holding function on land for area occupied up to 40 sq. mtrs	Rs. 1150

	<p>i) If above occupation continues beyond 3 days</p> <p>ii) For holding function on land for area occupied above 40 sq. mtrs.</p> <p>iv) If above occupation continues beyond 3 days</p>	<p>Rs. 1700</p> <p>Rs. 1700</p> <p>Rs. 2260</p>
2.	Rate of Rent/License Fee for the water bodies/water areas	50% of the corresponding rate of rent for the abutting land area
3.	Rate of License Fee for erection of hoarding on HDC land (To be levied per calendar year or part thereof)	
	<p>i) For hoarding upto a maximum size of 10 sq. mtrs.</p> <p>ii) For hoarding of size above 10 Sq. mtrs.</p>	<p>Rs. 3400/-</p> <p>Rs. 5635/-</p>
4.	Way-Leave Permission	
	<p>For laying pipelines carrying Crude Oil, POL Products and other liquid Cargo over or under the ground, telegraph cables, OFC lines, electric cables, telegraph lines etc., fees will be charged as follows:</p> <p>For the purpose of way leave charges, the area occupied by single pipelines shall be calculated based on the diameter and length of those pipelines. In case of multi-layer pipeline stacks, the physical area occupied by the multilayer pipeline stacks shall be considered and the respective users should be billed for pro-rata area on the basis of the diameter and length of their pipelines passing through that area. With respect to the area shared with road, rails, jetties, etc., the respective users shall be billed pro-rata for 50% of the concerned area assuming that they do not have exclusive possession of land and what they have is only 'Right of Way'. As far as underground pipes are concerned if the users establish that the possession of surface area above the underground cross-country pipelines is not physically with them, the area occupied by such pipelines shall be counted 50% of the product of diameter and length, for the purpose of levy of way leave charges. However, where there is a specific Central Act/Statute which govern such Right of Way permission, the provisions under the said Central Act/Statute shall override these guidelines. A case in point is the specific permission for Right of Way under the Indian Telegraph Act, 1885 and the Indian Telegraph Right of Way Rules 2016.</p>	

	<p>For allowing overhead conveyors and high voltage transmission lines and electricity transmission towers, way-leave permission fee will be charged on the basis of the scheduled rent for the area coming in the alignment of the structure.</p> <p>For essential public utility lines where beneficiary is port or other statutory / local bodies , wayleave permission fees @ Rs 2252.33 per calendar year or part thereof may be recovered (arrived at by 2% escalation of current SoR).</p> <p>For laying of underground cables like optical fiber cable (OFCs), telephone cables, electric cables etc., having diameter up to 100 mm, area shall be calculated considering the minimum diameter 100 mm. For laying of underground cables having diameter more than 100 mm, area shall be calculated considering the actual diameter.</p>	
5.	For Durgachak Mini Market, license fee (per month per plot measuring about 13.936 sq. mtrs.)	Rs. 800/-
6.	Recovery of Hawker charges	
	For Bare Chatal	Rs. 2.50 per day per hawker
	For Hardstand Chatal	Rs. 2.50 per sq. meter per day per hawker
7.	Fees for Helipad Space (per day or part thereof per helipad)	Rs. 15,000/-
8.	Permission fee for construction/installation of microwave tower, antenna etc on land/building will be charged	Rs.34,000/- per 100 sqm. per month, subject to minimum Rs. 17,000 per location per month or part thereof
9.	Processing Fee: Processing fee (excluding applicable taxes) for scrutiny of proposals of new construction and addition/alteration of existing approved structures (except way leave related cases) on leasehold premises only. However, the following structures will be exempted from payment of the said processing fees-septic tank, water reservoir, cycle stand, pump room, Generator room, Bus stand and school.	Rs.5700 per proposal
10.	Lease Deed form and preparation cost	Rs.5700/- Per lease

11.	Re-survey Fee: (to be recovered from the lessee requiring re-demarcation of the plot after handing over possession of the land concerned)	
	i) Resurvey fee for the first acre or part thereof	Rs.5700/-
	ii) Resurvey fee for the land area beyond one acre	Rs.1200 per acre or part thereof

NOTES:

For allotment of land / building (other than licensing of land / building inside Dock Interior Zone for storage of import/export cargo)

I. LEASE

1. Lease of land /buildings shall be granted by inviting tender-cum-auction methodology through a competitive bidding process over and above the reserve price of such plots, which shall be the updated SoR notified by the Competent Authority, save and except in the following cases:
 - (i) For establishment of common utilities by local bodies like sewage plant, Government Schools and colleges and hospitals, bus terminus, cremation ground, water treatment plant etc. land can be allotted by the Port Trust on nomination basis provided, allotment is in the interest of the Port. The land allotted to such entities is to be used exclusively for the purpose for which it has been allotted and under no circumstance, the usage can be changed. No transfer/sub-letting of such lease will be permitted. Concession up to 75% on the annual lease rent arrived at on the basis of updated SoR may be granted to government schools and colleges. Concession in lease rent can be provided by the Port's Board as provided under para (iv) below for establishment of common utilities by local bodies like sewage plant, hospitals, bus terminus, cremation ground, water treatment plant etc. provided, they are in accordance with approved master plan of the city and the land is not required for the Port's own use.
 - (ii) Land can also be allotted on nomination basis to Government Departments, Statutory Local Bodies, Statutory Authorities/Autonomous Organizations under State/ Central Ministries, Central Public Sector Undertakings (CPSUs), State Public Sector Undertakings (SPSUs) and security agencies like State Police, CISF, Coast Guard and Navy, subject to the availability of land and on the basis of updated SoR.
 - (iii) In cases where any CPSU/SPSU/Statutory Authority enters into Joint Ventures (JV) with private party/parties and the said CPSU/SPSU/Statutory Authority

is the lead promoter and has the largest share-holding in the said JV, Port's Board may decide to allot land to them also on nomination basis with the approval of the Port's Board after incorporating appropriate safeguards provided:

- a. Before allotment, JV is formed.
- b. The lead promoter (i.e. CPSU/SPSU /Statutory Authority, etc.) is to continue as lead promoter with more than 50% share till the expiry of lease.
- c. If the share of lead promoter becomes equal to or less than 50% of the total share, it will be treated as a breach.

(iv) Concession may be granted to security agencies and Government Departments only up to 50% of the annual lease rent. However, in respect of land to be allotted to Government departments which are essential to the functioning of the Port like Customs, electricity department, health department and for core security functions, concession up to 75% of the annual lease rental may be considered by the port. But such concession may be given for only small extent of land required for core operational purposes imperative for Port functioning and not otherwise. The issue of granting concession and the quantum may be decided on a case-to-case basis by the Port's Board, after recording the reasons in writing.

2. Period of Lease:

Leases may be granted upto a maximum cumulative period of 30 years by the Port's Board. Leases beyond 30 years for capital intensive investment like tank farms, refineries etc. may also be granted with the approval of the Central Govt.

3. Renewal of leases will be governed by the prevailing Land Policy Guidelines.

4. Methodology of granting leases through nomination: -

- a. The land may be leased by the port on nomination basis either on (i) Upfront basis on payment of one-time upfront amount for the entire lease period and a nominal lease rent of Re 1/- per sq. mtr. per year for the currency of the leased period or (ii) on Premium (annual rent basis).
- b. For land leased out on nomination on upfront basis, the upfront rent shall be calculated on the basis of Net Present Value (NPV) of annual lease rentals for the entire period of lease escalating the applicable rent as per prevailing SoR, annually by 2% and discounting annually by the rate of the longest-term G-sec rate as per the RBI Bulletin at the time of issuance of offer. In addition, Re.1/- per sq. mtr. per year shall be charged as nominal annual rent every year or part thereof, during the entire period of lease. GST etc. as applicable shall be payable extra.
- c. For land leased out on nomination on annual lease rent basis, annual lease rent for the 1st year will be calculated based on the updated SoR. From the 2nd

year onwards, the rate of rent will be escalated in terms of provision under item-(III) (1) (ii) of this NOTES, based on which the annual rents will be calculated.

5. Methodology of granting leases other than through nomination

- a. The land may be leased by the port through tender-cum-auction either (i) on upfront basis on payment of one time upfront amount for the entire lease period and a nominal lease rent of Re 1/- per sq. meter per year for the currency of the lease period or (ii) on premium (annual lease rent) basis.
- b. For leases granted through tender cum auction methodology on upfront payment basis, upfront rent will be calculated on the basis of the Net Present Value (NPV) of annual lease rentals (at the quoted and accepted rate of rent) for the entire period of lease, escalating the applicable rent annually by 2% and discounting annually by the rate of the longest-term G-Sec rate as per the RBI Bulletin at the time of issuance of tender. In addition, a nominal lease rent of Re 1/- per sq. mtr. per year shall be charged as nominal annual rent every year or part thereof, during the entire period of lease.
- c. For leases granted through tender cum auction methodology on Premium (Annual lease rent) basis, Annual lease rent for the 1st year will be computed based on the highest accepted quoted amount towards land rent. In addition, GST etc. as applicable shall be payable. From the 2nd year onwards, the rate of rent will be escalated in terms of provision under item -(III) (1)(ii) of this NOTES, based on which the annual rents will be calculated.

Note: In both the cases as at item 5a & 5b above, the bidders will have to quote upfront payment / annual lease rent rates over & above the reserve price which shall be the updated SoR notified by the Competent Authority.

6. Transfer of leases

The lessee may be allowed to transfer the lease as per extant laws after obtaining prior approval of the SMPK Board provided transferee takes over all the liabilities of the original lessee/allottee. Such transfer shall be for the remaining duration of the lease and in accordance with the Land Use Plan of the Port. Before allowing such transfer, the SMPK shall recover-

(i) In case of leases granted on upfront basis

In case of those lands which were originally given on lease on upfront rental basis, the transfer as per the extant laws may be allowed subject to the transferee agreeing to pay the following:

- (a) An undertaking for payment of the upfront rental as calculated on pro-rata basis for the balance period; and
- (b) A fee equal to 50% of the pro-rata upfront rental payable up to the time of transfer.

(ii) In case of leases granted on annual lease rent basis transfer may be allowed subject to

- (a) An undertaking for payment of the annual lease rental for the balance period; and
 - (b) A fee equivalent to 50% of the total lease rent payable by the original lessee upto the time of transfer
- (iii) Transfer of lease shall not be permitted where land was initially been allotted on nomination basis or at concessional rates of lease rent.
- (iv) In respect of cases where the transferors extract premium on the transfer of the lease, 50% of such premium is to be paid to SMPK.

7. Mortgage

SMPK will grant NOC for mortgaging of lease hold interest only in favour of reputed financial institutions / scheduled banks subject to SMPK retaining the first charge on them and recovery of fee as will be decided by the Board and other terms & conditions as per provisions of Land Policy Guidelines prevailing from time to time and directives of Central Government in the matter as applicable.

8. Sub-lease/ Subletting:

- (i) In case of all future long-term leases, existing leases where subletting has been prohibited explicitly & leases granted after 2014, no subletting will be allowed.
- (ii) The existing lease holder [other than cases referred under (i) above] may be allowed to sublet/partially sublet the leased premises from a prospective date to another party for the same purpose for which it was originally allotted, provided, the lease deed has enabling provision for the same. Also, purpose of such sublettings shall be in accordance with the Land Use Plan and before allowing this, the Port shall recover 50% of the rent charged by the lessee from the sub-lessee or 50% of the updated SoR, whichever is higher, for the entire period of sub-lease, irrespective of the fact whether land was originally allotted on upfront basis or annual rental basis. It is clarified that the original lessee would continue to remain responsible for payment of lease rent and for adherence to the terms and conditions of the lease. It is further clarified that leased premises shall also include structures built on leased land for the purpose of recovering of subletting fees. Exemption from collecting subletting fees may be given in case of FTZ, SEZ, Multi Modal Logistic Parks, Mega Food Parks, Free Trade Warehousing Zones, etc. wherein the business model is based on subletting only. The issue of whether the business model is based on the subletting or no may be decided by the Board.
- (iii) No subletting will be allowed for leases granted on nomination basis.

9. Surrender of lease:

Leased land may be surrendered to SMPK any time after 2 years from commencement of lease unless otherwise anything to the contrary is mentioned in the covenants of the lease. For any surrender of lease, at least 6 (six) months' notices

will be required. If any lessee wants to surrender within first 2 years of commencement of lease, he will have to pay lease rent for 2 years. In case of surrender, the lessee will get refund of upfront rent paid for the unutilized portion of the lease, as per the following formula: -

The difference of

- NPV of original lease period and
- NPV of the enjoyed years of lease, calculated at the same base rate of rent and same G- Sec rate, as considered for calculation of NPV for the original lease period, at the time of allotment.

10. Change of use of leased land:

Change of use of leased land may be permitted on receipt of prior application, in case such changes in conformity with the Land Use Plan and the lease covenants and subject to payment of -

- i) Higher rate of rent for the new usage as per extant updated SoR, w.e.f. the date of change of purpose i.e. w.e.f. the date of issuance of permission letter or change of purpose actually started whichever is earlier (In case the existing rate is higher than the proposed rate of New Purpose, the existing rate will continue with annual escalation rent revision etc. as per lease covenants) and
- ii) Fees equivalent to lease rent (applicable as per [i] above) for 6 months and applicable GST

11. SMPK's right to resume possession and impose MGT

- a) SMPK shall have the right to resume possession of the leased land in public interest before expiry of leased period. In such cases, subject to availability of land, the lessee may at the discretion of the SMPK Board be given an option to relocate the activities in another suitable location to be offered by SMPK, as per the land use plan or refund of proportionate upfront rent if the land was leased on upfront basis.
- b) SMPK would have the option to prescribe Minimum Guaranteed Traffic / Minimum Guaranteed Revenue as conditions for fresh leases if deemed fit.

12. Mutation:

The following cases will be treated as cases of mutation and for granting such mutation, a fee equivalent to 5% of the 12 months' rent (excluding applicable taxes, Duties, Cesses) or Rs.20,000/- (excluding applicable taxes), whichever is higher, shall be recovered. In case, there are multiple plates in the name of one lessee, mutation charges are to be paid separately for each plate.

- (i). In case of death of a lessee, mutation to his legal heir or legal successor or representative.

- (ii). Mutation consequential to the order of the court or as per new Certificate of Incorporation as per Registrar of Companies.
- (iii). Mutation consequential to lessee becoming subject to laws of insolvency or liquidation
- (iv). Gratuitous mutation to any of the legal heirs due to old age, infirmity or some other valid reasons

13. The existing leases will be governed by the relevant covenants of the respective leases.

II. LICENSE

i. Inside Custom Bond area :

The land / buildings / structures inside custom bond area shall be allotted on license basis only, as per provisions framed and approved by Competent Authority from time to time.

ii. Outside Custom bond area:

License of land/ building outside Custom bound area can be allotted only for port related activities and for cases where it will not be feasible to make such allotments on lease basis. Such licenses will be granted normally through tender cum auction procedure. In cases where the tender cum auction is not possible, the land / buildings/ structures may also be allotted on license basis at the updated SoR rates. Besides, other methodology and conditions as applicable in case of licensing of land inside the Custom bond area will also be applicable.

III. Other Conditions

1. Escalation of Rates:

- (i) All the rates indicated in the SoR shall get automatically escalated by 2% per annum after expiry of one year from the effective date of implementation of this instant Rent Schedule and after every year thereafter, and the escalated rates shall be considered as the prevailing Scheduled Rent for the concerned year.
- (ii) The rate of rent of all future leases on annual basis / 5 years licence will get escalated every year from the date as would be notified in revised schedule of rent for land & buildings of SMPK at Haldia, by 2% of the rent payable in the preceding year or the scheduled rent then in force, whichever is higher.

During the tenure of the lease/ licence, if the scheduled rate of rent becomes higher than the rate of rent / licence fee at which rent / licence fees is being paid by the lessee/ licensee, the scheduled rate of rent / licence fees will be applicable

straight-away from the date the scheduled rent/licence fees becomes applicable. Thereafter, the rent/licence fees will be escalated as per the provisions of the SoR prevailing at the relevant point of time.

- (iii) In case of existing monthly licenses and way-leave permissions, the escalation of license / way- leave permission fees will be guided by the respective terms of license / way-leave permission.
- (iv) The existing leases will be governed by the relevant covenants of the respective leases.

2. Payment of rent / license fees etc.:

- (i) The existing leases will be governed by the relevant covenants of the respective leases.
- (ii) In case of future lease of land / building on annual lease rent basis, licenses granted on 11 months basis as well as licenses initially granted for more than 11 months but upto 5 years, the annual rent / license fees will be paid by the lessees/licensees in advance.

In such cases, the rent / license fee, whether demanded or not, shall be paid by the licensees / lessees on or before the 15th day from the date of beginning of each year (reckoned from date of commencement of lease/license), / date of beginning of license period for which the advance rent / license fee etc. is due.

- (iii) For other cases of licenses, the license fee, whether demanded or not, shall be paid by the licensees on or before the 15th day of each month/year (reckoned from date of commencement of license), succeeding that for which the license fee is due.
- (iv) In case of way leave permission, the annual way leave permission fees / nominal annual way- leave permission fee, whether demanded or not, shall be paid by the concerned party on or before 15th day of the calendar year succeeding that for which permission fee etc. is due.
- (v) Any other dues shall be paid by the lessee / licensee / party concerned within fifteen days from the issue of payment notice.

3. Security Deposit:

All lessees/licensees shall deposit and/or maintain non-interest-bearing Security Deposit (SD) before grant of any lease/ license in the following manner, where, subsequent to lessee/licensee handing over of vacant, peaceful, unencumbered possession of the concerned land and/or structure to SMPK, SD, after adjusting dues of SMPK, if any, will be refunded to the concerned lessee/licensee: -

(i) Long term lease on Annual Rent Basis:

SMPK shall keep SD equivalent to two years' rent plus applicable tax component.

(ii) Long term lease on upfront Basis:

SMPK shall keep SD equivalent to two years' nominal rent @ Re 1/- plus applicable tax component.

(iii) License initially granted up to 11 months:

SMPK shall keep SD equivalent to three months' license fee plus applicable tax component for land/ structure/ quarters.

In case, licensee chooses to pay the total license fee for the license period in advance, S.D equivalent to only one month's license fee plus applicable tax component is to be deposited.

(iv) License initially granted for more than 11 months but up to 5 years –

Licensee would pay SD equivalent to 50% of the annual licence fee plus applicable tax component for land / structure.

In case, licensee chooses to pay the total license fee for the license period in advance, S.D equivalent to only one month's license fee plus applicable tax component is to be deposited.

4. Penal Charges for Encroachment :

Without prejudice to other appropriate action being taken, penal charges at 3 (Three) times the respective zonal rate of rent/license fee as per prevailing Schedule of Rent (SoR), will be recovered for encroachment of SMPK's land/building at Haldia for the first month of encroachment. For the period thereafter, the penal charges shall be recovered at 4 (Four) times the respective zonal rate of rent/license fee as per prevailing Schedule of Rent (SoR) for the encroached area.

Penal charge for encroachment will be without prejudice to the right and contentions of SMPK to take any other legal action against such encroachment.

5. Compensation

In the event of expiration/ termination/ determination of lease/ license and despite receiving the notice thereof or forfeiture of lease/license on account of change of user, assignment, etc, if the lessee /licensee continues to occupy the premises unauthorizedly, the lessee or the licensee shall be liable to pay compensation for wrongful use and occupation of the premises at three (3) times the annual lease rent/license fee based on the latest SoR, till the vacant possession is obtained

by the Port. In case of land allotted on upfront basis, the equivalent annual rent would be calculated on pro-rata basis.

6. PenalInterest:

- i) Simple Interest@12.00% per annum on the outstanding rent / License fee, upfront rent / Advance rent / license fees/ way leave permission fees, penal charges for encroachment/ unauthorized occupation, compensation, occupational charges, water charges and other demands (as indicated in bill/invoice/demand notice) will be recovered from the due date, if the same is not paid within one month of the due date. The aforesaid rate of interest would be applicable for all future leases, licenses and way-leave permission and other permissions.
- ii) The existing leases/ licenses/ way-leave permissions would be governed by the provisions of the respective leases/ licenses/ way-leave permissions in this regards.
- iii) In case of restoration of leases/licenses (earlier determined / terminated) as well as in case of compensation, where issuance of Bill/Invoice/Demand Notice were discontinued, the lessee/licensee/occupant will be liable to pay rent/license fee/compensation charges etc. along with applicable interest considering 15th day of each succeeding month due date for payment for the preceding month for the restored period of lease/license as well for the period under compensation.
- iv) The 'due date' for the purpose of levy of interest shall be the date as mentioned in the bill /invoice / Demand Notice concerned, excepting for the cases covered under sub clause-(iii) above.

7. Termination & imposition of penalty:

- a) In case the leased land is not used for the purpose for which it is granted, within two years of its allotment or as decided by the SMPK Board, the lease will be liable for termination and the possession of the land so allotted will be resumed by SMPK.
- b) If a lessee breaches / violates any provisions of Lease Agreement, the SMPK Board would reserve the right to impose appropriate penalty on the lessee or terminate the lease depending upon the nature / magnitude of breach / violation. Such penalty may be imposed after giving a reasonable opportunity to the lessee to present his case.

8. Other utilization of land :

- (i) When entering into a joint venture for improving Port connectivity or Port development with any public authority, land required for such projects, valued at the latest SoR may constitute the equity of the Port in such joint ventures.
- (ii) The Port shall not entertain any proposal for allotment of land to religious institutions or for religious purposes or to political institutions.

- (iii) In respect of PPP projects, the annual lease rent based on latest SoR with the approved rate of annual escalation would be indicated to the bidders at the bidding stage itself. In respect of existing PPP/BoT projects, allotment of land will be governed by the provisions of the Concession Agreement. With respect to land allotted for captive facilities, the lease rentals for the land allotted shall be recovered from the user as per the annual lease rental based on latest SoR, with the approved rate of annual escalation.

9. Other charges :

- (a) In addition to rent / license fee, the lessees / licensees will be required to pay the following:
- (i) Municipal tax etc. as applicable
 - (ii) Electricity charges / water charges at actuals plus 19.25% on the actual amount as overheads, if electricity / water is supplied from SMPK sources.
- (b) The lessees / licensees will also be required to pay and discharge all present and future rates, Taxes (GST), Cesses, taxes, duties, charges assessments, outgoings and premium in respect of policy of insurance against any risk whatsoever which are now or may at any time hereafter be assessed, charged or imposed upon or payable in respect of the demised land and / or any factory and / or building or structure erected by the lessees / licensees thereon or the owners or occupiers in respect thereof except the owners' share of municipal taxes in respect of the demised land.
- (c) In case of grant of way-leave permission, in addition to way-leave permission fee, supervision charge @15% of cost of laying of the pipelines / conveyers / cables etc. in the Port limit shall be paid by all the parties to SMPK. The charges would be applicable even if the supervision is done by a third party.

10. Applicability of Land Policy Guidelines.

In case there is any discrepancy/conflict between the above mentioned provisions of this instant Schedule of Rent with the Land Policy Guidelines prevailing at any point of time during the validity of this Schedule, the provision of Land Policy Guidelines will prevail.

11. The SoR under Annexure VI shall remain valid for a period upto 06.04.2026.

For licensing of land / covered space inside Dock Interior Zone for transit storage of import/export cargo:

Type of property		License fee per 100 sq. mtrs. per month.
a)	Open Space :	
	i) Bare land	Rs. 4758.03
	ii Hardstand	Rs. 7398.89
b)	Covered Space	
	i) Pucca roofed	Rs. 15672.81
	ii) AC/CI roofed	Rs. 11753.76

1. The license shall be up to a maximum period of 11 months. The period of license can be renewed at the discretion of SMPK. If the licensee requires renewal of the license, an application for renewal must be made to the authority concerned of SMPK well in advance. In addition, allotment of plots for 5 years through Tender-cum-Auction may be made.
2. The licensee shall utilize the allotted land /covered space for the purpose for which it is licensed. No change in purpose of utilization will be allowed. The space allotted shall also not be Sublet/assigned/transferred.
3. a) The license is terminable on 7 days' notice on either side. No claim for any compensation whatsoever for termination of the license will be entertained.

b) For partial surrender, the area to be surrendered will be in the multiple of 1000 sq. mtrs.
4. The licensee shall agree to comply with all rules and directions issued by SMPK from time to time. If the licensee neglects to comply with such rules or directions, the port may terminate the license.
5. The licensee shall comply with all rules or regulations that may from time to time be issued by the Dock Safety or the Department of Explosives or any other Appropriate Authority in relation to storage of cargo.
6. (i) Cargo stored under a license shall be at the entire risk and responsibility of the licensee. The licensee shall post his own watchman to safeguard the cargo stored at the allotted space and to prevent any unauthorized occupation of such space by others.

(ii) The licensee shall make his own arrangements to keep the allotted land/ covered space and its surroundings neat, clean and in proper sanitary

condition.

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- (iii) The licensee shall, at his own cost and arrangements, display signboards containing name of the licensee, plate no., vessel's name in case of Ship to Ship allotments & validity of license.

7. Payment of License fee and Security Deposit:-

- (i) Security Deposit (equivalent to 01 months' applicable License Fee with applicable Taxes) is to be paid in case of all types of allotments. The SD will be refunded to the licensee upon handing over of vacant, peaceful, unencumbered possession of the concerned land and / or structure to SMPK after adjusting dues to SMPK, if any.
 - (ii) License Fees with applicable taxes towards entire period of license shall have to be paid in advance in case of all types of allotments except for allotment of land through Tender -cum-Auction for a period of 5 years.
 - (iii) License Fees with applicable taxes for allotment of land through Tender -cum-Auction for a period of 5 years has to be paid annually in advance.
8. In addition to payment of license fee as per (7) above, the licensee shall pay municipal tax, if required and as applicable.
9. The license fee prescribed in the SOR shall get automatically escalated by 2% per annum after expiry of one year from the effective date of implementation of this instant Rent Schedule and after every year thereafter, and the escalated rates shall be considered as the prevailing Scheduled Rent for the concerned year and will be applicable forthwith on all such licenses/occupations in force.
10. Encroachment or unauthorized occupation of land and Railway tracks, etc. by the licensee will involve a liability to pay a penalty at the rate of ten times the scheduled license fee, equivalent to the encroached area, in addition to the cost of rectification of damages caused to the Port properties. If the licensee fails to remove the cargo from the encroached area in spite of notice to do so, the cargo will be removed elsewhere by the Port at the risk and cost of the licensee and penal license fee at the rate of ten times the normal rate will be levied on the space occupied by the cargo so removed.
11. After the expiry/termination/ determination/ forfeiture of the license, if the licensee continues to occupy it unauthorizedly, the licensee shall be liable to pay compensation for wrongful use and occupation at the following rates till vacant possession is obtained:
- (i) First 60 days- 3 times the rate as per prevailing SoR
 - (ii) Continued unauthorized occupation beyond 60 days- 5 times the rate as per prevailing SoR
12. The license fee will be charged from the date of handing over possession of the land and occupation of actual area of the land to be found on demarcation by the licensee.

13. The licensee shall not cause any damage to SMP properties. If, however, any damage is caused, the licensee shall be liable to make good the damages at his own cost and arrangement to the satisfaction of SMP.
14. The minimum area to be licensed to a single licensee will be 1000 square meters.
15. Penal Interest:
- Simple Interest@12.00% per annum on the outstanding License fee, Advance license fees, penal charges for encroachment/ unauthorized occupation, compensation, occupational charges, water charges and other demands (as indicated in bill/invoice/demand notice) will be recovered from the due date, if the same is not paid within one month of the due date. The aforesaid rate of interest would be applicable for all future licenses and other permissions.
 - The existing licenses/ other permissions would be governed by the provisions of the respective licenses/ permissions in this regard.
 - In case of restoration of licenses (earlier determined / terminated) as well as in case of compensation, where issuance of Bill/Invoice/Demand Notice were discontinued, the licensee/occupant will be liable to pay license fee/compensation charges etc. along with applicable interest considering 15th day of each succeeding month due date for payment for the preceding month for the restored period of license as well as period under compensation billing.
 - The 'due date' for the purpose of levy of interest shall be the date as mentioned in the bill / invoice / Demand Notice concerned, excepting for the cases covered under sub clause-(iii) above.
16. In case license of land inside Dock Interior Zone for storage of cargo for a period up to 11 months, allotted on license, remission against license fees shall be extended as follows:

a) For allotment of Land on ship basis for Import Cargo

Cargo Quantity	Initial license period extension +	Time taken to vacate the plot	% of remission on the license fees
From 15000 MT upto 25000 MT	90 days	30 days 45 days	30% 15%
From 25001 MT upto 40000 MT	90 days	45 days 67 days	30% 15%
From 40001 MT upto 80000 MT	120 days	60 days 90 days	30% 15%
Above 80000 MT	180 days	90 days 135 days	30% 15%

b) For allotment of developed land for 180 days (Import and Export)

Cargo mobilization through the concerned plot	% of remission on the license fees
From 12 MT per sq.mt to 15 MT per sq.mt	15%
Above 15 MT per sq.mt	30%

c) For allotment of developed land for 330 days (Import and Export)

Cargo mobilization through the concerned plot	% of remission on the license fees
From 22 MT per sq.mt to 27 MT per sq.mt	15%
Above 27 MT per sq.mt	30%

d) For allotment of common users land for Export Cargo

Cargo mobilization through the concerned plot	% of remission on the license fees
From 14 MT per sq.mt during subsequent extension of license period	15%
Above 20 MT per sq.mt during subsequent extension of license period	30%

e) For allotment of undeveloped land for 330 days (Import and Export)

Cargo mobilization through the concerned plot	% of remission on the license fees
From 12 MT per sq.mt to 15 MT per sq.mt	15%
Above 15 MT per sq.mt	30%

f) For allotment of undeveloped land for 180 days (Import and Export)

Cargo mobilization through the concerned plot	% of remission on the license fees
From 8 MT per sq.mt to 10 MT per sq.mt	15%
Above 10 MT per sq.mt	30%

For Import Cargo:

The import quantity will be ascertained from the Draft Survey Report after completion of the vessel's discharge. The total discharge quantity will be stored in the plot allotted to the concerned user and the achievement will be computed considering the total time required to evacuate the entire cargo from the plot.

For computing the cargo mobilization per sq. m area the total quantity mobilized through a particular plot during the license period either through Import or Export, which will be ascertained from the Final Draft Survey Report, will be considered for computing the remission.

For Export Cargo:

HDC maintains stock records of each and every plot, which the licensees of plots updates with the volume of cargo stored by them in each plot under their possession. The cargo mobilization per sq. m from a particular plot will be computed on the basis of the quantum of cargo shipped from that particular plot which will be ascertained from the Final Draft Survey Report after completion of work of each and every vessel.

17. In case license of land inside Dock Interior Zone for storage of cargo for a period up to 5 years, allotted on license through tender cum auction, remission against license fees shall be extended as follows:

Cargo mobilization through the concerned plot in one year (365 days)	% of remission on the license fees
More than 13 MT per sq.mt upto 16.5 MT per sq.mt	15%
More than 16.5 MT per sq.mt	30%

18. The SoR under Annexure-VII shall remain valid upto 06.04.2023 or till date of implementation of new Scale of Rates of Syamaprasad Mookerjee Port, Kolkata, whichever is earlier.