



Tender Id: 2025_KMB_769253_1

Tender Title: Request for Proposal for Development of Kerala Maritime Education and Edutainment Hub, Neendakara, Kollam, Kerala

Corrigendum 3

The Kerala Maritime Board invited tender as referred above for the Development of Kerala Maritime Education and Edutainment Hub, Neendakara, Kollam, Kerala. Based on the queries/requests received, the following amendments have been made (wherever applicable).

The last date for submission of bid is also extended to **31-07-2025**

The remaining conditions in the tender remain unchanged.

Sl.No.	Page & Clause No	Existing Clause	Amended Clause
Pertaining to Volume I - RFP			
1.	Page 8, Sl.No. 16 (Notice	Date and Time for online submission of Bids (Bid Due Date) 28-07-2025, 6.55 pm	Date and Time for online submission of Bids (Bid Due Date) 31-07-2025, 6.55 pm

Sl.No.	Page & Clause No	Existing Clause	Amended Clause
	Inviting Tender)		
2.	Page 9, Sl.No. 17(Notice Inviting Tender)	Date and Time for opening of Technical Bid 31-07-2025, 11.00 am	Date and Time for opening of Technical Bid 04-08-2025, 11.00 am
3.	Page 9, Sl.No. 20(Notice Inviting Tender)	Contact details 0471-2910040/ 954410029	Contact details 0471-2910040 / 9544410029
4.	Page 14, Clause 1.2.4 (b)	The Concessionaire should ensure that no less than 500 students complete the programmes / courses as outlined in the Schedule R in an Academic Year on or before two (2) years from the COD.	<p>The Concessionaire should ensure that no less than the following count of students complete the programmes / courses in an Academic Year.</p> <ul style="list-style-type: none"> • During first academic year from COD: 200 Nos • During second academic year from COD: 300 Nos • During third academic year from COD: 400 Nos • During fourth academic year from COD: 500 Nos

Sl.No.	Page & Clause No	Existing Clause	Amended Clause
5.	Page 17, Clause 1.4	Bid Due Date (e-tender submission) 28-07-2025 Opening of Technical Bids 31-07-2025	Bid Due Date (e-tender submission) 31-07-2025 Opening of Technical Bids 04-08-2025
6.	Page No.28, Clause 2.7 (b)	The aggregate equity shareholding of the Selected Bidder (whether a single entity or a Consortium) in the issued and paid-up equity capital of the Concessionaire shall not be less than 100 % (one hundred percent) at all times commencing from the date of incorporation of the Concessionaire, until the COD. The aggregate equity shareholding of the Selected Bidder (whether a single entity or a Consortium) in the issued and paid up equity capital of the Concessionaire shall not be less than 51% (fifty one percent) until 5 (five) years from the COD of the Project (the Lock-in-Period); and the member fulfilling the Technical capacity shall subscribe and hold at least 26 % of the subscribed and paid up equity of the SPV for the duration of the Project.	The aggregate equity shareholding of the Selected Bidder (whether a single entity or a Consortium) in the issued and paid-up equity capital of the Concessionaire shall not be less than 100 % (one hundred percent) at all times commencing from the date of incorporation of the Concessionaire, until the COD. The aggregate equity shareholding of the Selected Bidder (whether a single entity or a Consortium) in the issued and paid up equity capital of the Concessionaire shall not be less than 51% (fifty one percent) until 5 (five) years from the COD of the Project (the Lock-in-Period); and the members fulfilling the Technical & Financial capacity shall subscribe and hold at least 26 % (cumulative) of the subscribed and paid up equity of the SPV for the duration of the Project.
7.	Page 31, Clause 2.10 (A)	Fixed component of Concession Fee- The Concession Fee's Fixed Fee component ("Fixed Fee") for the 01st (first) year is Rs. 1.90 Crore (One Crore Ninety Lakhs Only)	Fixed component of Concession Fee- The Concession Fee's Fixed Fee component ("Fixed Fee") for the 01 st (first) year is Rs. 1.90 Crore (One Crore Ninety Lakhs Only) plus

Sl.No.	Page & Clause No	Existing Clause	Amended Clause
			applicable taxes. This shall be incremented by 10% (ten percentage) every 3 (three) years on a compounding basis.
8.	Page 31, Clause 2.10 (B)	Variable Fee: The quoted revenue share in percentage (the "Revenue Share") of all the gross revenues attributable to the Project (the "Project Revenues") including revenues from Waterfront/Commercial infrastructure shall be paid to the Authority annually on quarterly basis	Variable Fee: The quoted revenue share in percentage (the "Revenue Share") plus applicable taxes of all the revenues attributable to the Project (the "Project Revenues") including revenues from Waterfront/Commercial infrastructure shall be paid to the Authority annually on quarterly basis.
9.	Page No. 74,, Appendix IV, Clause 6.4	The Parties undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid-up equity share capital of the SPV at all times until the fifth anniversary of the commencement of operations date of the Project and the members whose experience will be evaluated for the purposes of this RFP shall subscribe and hold at least 26 % of the subscribed and paid-up equity of the SPV for the duration of the Concession Period.	The Parties undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid-up equity share capital of the SPV at all times until the fifth anniversary of the commencement of operations date of the Project and the members whose experience will be evaluated for the pre-qualification purpose of this RFP shall subscribe and collectively hold at least 26 % of the subscribed and paid-up equity of the SPV for the duration of the Concession Period

Sl.No.	Page & Clause No	Existing Clause	Amended Clause
10.	Page 77, Appendix V, Para 2 (a)	As per your Bid dated -----, The Fixed Fee component of the Concession Fee will be Rs 1.90 Crore (One Crore Ninety Lakhs) with an increment of 10% every 3 years as set forth in the Agreement and the Revenue Share, the Variable component of Concession Fee, shall be --- % (----- percentage) which will be payable in accordance with the Bidding Documents and revisions thereof.	As per your Bid dated -----, The Fixed Fee component of the Concession Fee will be Rs 1.90 Crore (One Crore Ninety Lakhs) plus applicable taxes with an increment of 10% every 3 years as set forth in the Agreement and the Revenue Share, the Variable component of Concession Fee, shall be ---- % (----- percentage) plus applicable taxes which will be payable in accordance with the Bidding Documents and revisions thereof.
Pertaining to Volume II – Concession Agreement			
11.	Page 6, Clause 1.1.(x)	“Agreement” or “Concession Agreement” means this agreement, including the recitals, Schedules and documents appended hereto, as amended, supplemented or modified from time to time in accordance with the provisions hereof;	“Agreement” or “Concession Agreement” means this agreement, including the recitals, Schedules and documents appended hereto, as amended, supplemented or modified from time to time in accordance with the provisions hereof and as agreed by both the parties;
12.	Page 32, Clause 3.4 (e)	The Concessionaire should ensure that no less than 500 students complete the programmes / courses as outlined in the Schedule R in an Academic Year on or before two (2) years from the COD.	The Concessionaire should ensure that no less than the following count of students complete the programmes / courses as outlined in the Schedule R in an Academic Year.

Sl.No.	Page & Clause No	Existing Clause	Amended Clause
			<ul style="list-style-type: none"> • During first academic year from COD: 200 Nos • During second academic year from COD: 300 Nos • During third academic year from COD: 400 Nos • During fourth academic year from COD: 500 Nos
13.	Page 41, Clause 5.2.6	The Authority shall be required to reply with its approval / acknowledgement or comments, as applicable, on the written request for approval / acknowledgement sought by the Concessionaire, under this Clause 5.2, unless where specifically provided otherwise, within 45 (forty-five) days of receipt of such request for approval / acknowledgement from the Concessionaire.	<p>The Authority shall be required to reply with its approval / acknowledgement or comments, as applicable, on the written request for approval / acknowledgement sought by the Concessionaire, under this Clause 5.2, unless where specifically provided otherwise, within the following manner from the day of receipt of such request for approval / acknowledgement from the Concessionaire.</p> <ul style="list-style-type: none"> • For matters requiring approval from Government approval - 45 days • For matters requiring approval from Board of Kerala Maritime Board – 30 days

Sl.No.	Page & Clause No	Existing Clause	Amended Clause
			<ul style="list-style-type: none"> For matters requiring approval from CEO, KMB directly – 15 days
14.	Page No. 42, Clause 5.3.4	The Selected Bidder (including members of the consortium, if applicable) have undertaken to hold at least 51% (fifty-one per cent) of the subscribed and paidup equity share capital of the Concessionaire at all times until the fifth anniversary of the COD. Further and the member fulfilling the Technical Capacity shall subscribe and hold at least 26 % of the subscribed and paid-up equity of the Concessionaire at all times, until the expiry of the Concession Period or any termination thereof. The Change in Ownership as set out in this Clause 5.3 shall be subject to this undertaking.	The Selected Bidder (including members of the consortium, if applicable) have undertaken to hold at least 51% (fifty-one per cent) of the subscribed and paid-up equity share capital of the Concessionaire at all times until the fifth anniversary of the COD. Further and the member fulfilling the Technical and Financial Capacity shall subscribe and collectively hold at least 26 % of the subscribed and paid-up equity of the Concessionaire at all times, until the expiry of the Concession Period or any termination thereof. The Change in Ownership as set out in this Clause 5.3 shall be subject to this undertaking.
15.	Page No. 42, Clause 5.4.2	For procurement of goods, works or services and for award of contracts or any other rights or privilege where the consideration exceeds Rs.1,50,00,000 (Rupees one Crore fifty lakh only) (collectively the “Contracts”), the Concessionaire shall invite offers through open competitive bidding by means of a tender process and shall select the	The Concessionaire shall at all times be solely responsible for all its obligations under this Agreement notwithstanding any such engagement and anything contained in any Project Contracts or any other agreement, and no default under any Project Contract or agreement shall excuse the Concessionaire from its obligations or liability hereunder and the Concessionaire shall at all times be solely

Sl.No.	Page & Clause No	Existing Clause	Amended Clause
		<p>awardees in accordance with the policy specified under Clause 5.4.1. For the avoidance of doubt, the Parties agree that the Concessionaire may, at its discretion, pre-qualify and short-list the applicants in a fair and transparent manner for ensuring that only experienced and qualified applicants are finally selected on arm's length in a manner that is commercially prudent and protects the interests of the Users and the Authority. The Parties further agree that the Concessionaire shall not enter into any Related Party Transactions or Contract with any Related Party except with (a) the prior written consent of the Authority, which consent shall not be unreasonably withheld; and (b) such transaction is on arm's length basis and is in compliance with the provisions of the Companies Act, 2013. The Parties also agree that before granting any consent hereunder, the Authority shall be entitled to seek such information as it may reasonably require in relation to the Contract and the Related Party with whom the Contract is proposed to be executed and in the event the</p>	<p>responsible for non-performance or for any defect, deficiency or delay in the construction and erection and/or installation of the structures/equipment or any part thereof and for the operation and maintenance of the Project/the Project Facilities and Services in accordance with the provisions of this Agreement. The Concessioneing Authority shall on request by the Concessionaire, assist in obtaining, if required, security clearance for the Contractor the Concessionaire intends to engage.</p>

Sl.No.	Page & Clause No	Existing Clause	Amended Clause
		<p>Authority does not approve or reject the proposal within 30 (thirty) days of the date on which the required information has been provided, it shall be deemed that the Authority has no objection to such Contract.</p>	
16.	Page No. 43, Clause 5.4.3	<p>Notwithstanding anything contained contrary elsewhere, the Concessionaire shall adhere to the following contracting principles in respect of any of the Related Party Transactions:</p> <p>a) No shareholder of the Concessionaire, and/or Key Managerial Person that has an interest in the Contract, can be involved in the design of the Contract, or the contracting process or decision-making; and</p> <p>b) Where a shareholder of the Concessionaire, Key Managerial Person or any Related Party intends to tender for the contract, an independent probity auditor must be appointed to review and monitor the tender to ensure a complete arms' length arrangement. It is clarified that the independent probity auditor shall not be a Related Party of the</p>	<p>Notwithstanding anything contained contrary elsewhere, the Concessionaire shall adhere to the following contracting principles:</p> <p>a) the Concessionaire shall ensure that the Project Contracts contain provisions that entitle the Concessioning Authority to step into such contract in its sole discretion in substitution of the Concessionaire in the event of termination or suspension of this Agreement; and</p> <p>b) any contract that it enters with an Affiliate in respect of the Project shall be on an arm's length basis</p>

Sl.No.	Page & Clause No	Existing Clause	Amended Clause
		<p>Concessionaire or any of its shareholders. Concessionaire shall agree to the appropriate terms of reference and the selection procedure of the independent probity auditor as laid down by the Authority.</p>	
17.	Page 44, Clause 5.6	<p>The Concessionaire shall ensure that the personnel engaged by it or by its Contractors and their sub-contractors in the performance obligations under this Agreement, are at all times properly trained, qualified and skilled professionals for their respective responsibilities.</p> <p>The Authority's Representative may, under exceptional circumstances due to legal/statutory/administrative requirement and for reasons to be specified in writing, direct the Concessionaire to remove any member of the Concessionaire's personnel engaged by the Concessionaire or any of its agency. Provided that any such direction issued by the Authority's Representative shall specify the reasons for the removal of such person.</p> <p>The terms of employment may be as deemed fit by the Concessionaire and the</p>	<p>The Concessionaire shall ensure that the personnel engaged by it or by its Contractors and their sub-contractors in the performance obligations under this Agreement, are at all times properly trained, qualified and skilled professionals for their respective responsibilities.</p> <p>No person who has been found to be guilty by the court of law may be retained in the roles of the Concessionaire and police verification shall be done for all the recruited employees.</p> <p>The terms of employment may be as deemed fit by the Concessionaire and the Concessionaire shall comply with all Applicable Laws and bear all costs in this regard. Without prejudice to the generality of this provision, all requisite approvals for employment of personnel of foreign origin or nationality shall be obtained by the Concessionaire prior to engaging such</p>

Sl.No.	Page & Clause No	Existing Clause	Amended Clause
		<p>Concessionaire shall comply with all Applicable Laws and bear all costs in this regard. Without prejudice to the generality of this provision, all requisite approvals for employment of personnel of foreign origin or nationality shall be obtained by the Concessionaire prior to engaging such personnel. Failure to obtain approval will not amount to a Force Majeure Event. All employees shall always remain the Concessionaire's responsibility.</p>	<p>personnel. Failure to obtain approval will not amount to a Force Majeure Event. All employees shall always remain the Concessionaire's responsibility.</p>
18.	Page 59, Clause 9.4	<p>Deemed Performance Security</p> <p>The Parties expressly agree that at least 30 (thirty) days prior to the release of the Performance Security in accordance with the provisions of Clause 9.3, a substitute Performance Security for a like amount shall be be created under this Clause 9.4, as if it is a Performance Security under Clause 9.1 for and in respect of the entire Concession Period (the "Deemed Performance Security"). The amount of the Deemed Performance Security shall be 2 times of the Fixed Fee component of the Concession Fee for the corresponding year as per the terms of this Agreement, or an amount of INR 3,25,00,000/-</p>	<p>Deemed Performance Security</p> <p>The Parties expressly agree that at least 30 (thirty) days prior to the release of the Performance Security in accordance with the provisions of Clause 9.3, a substitute Performance Security for a like amount shall be be created under this Clause 9.4, as if it is a Performance Security under Clause 9.1 for and in respect of the entire Concession Period (the "Deemed Performance Security"). The amount of the Deemed Performance Security shall be 2 times of the Fixed Fee component of the Concession Fee for the corresponding year as per the terms of this Agreement, or an amount of INR 3,25,00,000/- (Rupees Three Crore Twenty</p>

Sl.No.	Page & Clause No	Existing Clause	Amended Clause
		(Rupees Three Crore Twenty Five Lakhs only), whichever is higher. The Deemed Performance Security shall be unconditional and irrevocable, and shall be submitted in the form of Bank Guarantee as provided in Schedule F. The Deemed Performance Security shall be valid until expiry of 6 months from expiry of the agreement.	Five Lakhs only), whichever is higher. The Deemed Performance Security shall be unconditional and irrevocable, and shall be submitted in the form of Bank Guarantee as provided in Schedule F(2). The Deemed Performance Security shall be valid until expiry of 6 months from expiry of the agreement.
19.	Page 90, Clause 21.1 (i)	Fixed component of Concession Fee- The Concession Fee's Fixed Fee component ("Fixed Fee") for the 01st (first) year is Rs. 1.90 Crore (One Crore Ninety Lakhs Only)	Fixed component of Concession Fee- The Concession Fee's Fixed Fee component ("Fixed Fee") for the 01st (first) year is Rs. 1.90 Crore (One Crore Ninety Lakhs Only) plus applicable taxes.
20.	Page 90, Clause 21.1 (ii)	Variable component of Concession Fee-% (..... per cent) share of Project Revenues (the "Revenue Share") which shall be the Concession Fee's Variable Fee component as provided in the LOA dated _____ [insert date];	Variable component of Concession Fee-% (..... per cent) share plus applicable taxes of Project Revenues (the "Revenue Share") which shall be the Concession Fee's Variable Fee component as provided in the LOA dated _____ [insert date];
21.	Page 109, Clause 27.9.2 (b)	after COD, whereupon the Concessionaire is unable to collect User Fee despite making best efforts or it is directed by the Authority to suspend the collection thereof during the subsistence	after COD, whereupon the Concessionaire is unable to operate and collect User Fee despite making best efforts or it is directed by the Authority to suspend the operation thereof during the subsistence of such Force Majeure

Sl.No.	Page & Clause No	Existing Clause	Amended Clause
		of such Force Majeure Event, the Authority shall consider the impact of any such Force Majeure Event and provide appropriate remedies in accordance with the provisions of Applicable Laws.	Event, the Authority shall consider the impact of any such Force Majeure Event and provide appropriate remedies in accordance with the provisions of Applicable Laws which may including waiving of the Concession Fee to the extent in proportion to the period under Force Majeure and extend the Concession Period equal in length to the duration for which such Force Majeure Event subsists.
22.	Page 138, Clause 39.4.1	The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within thirty (30) days of receiving a demand along with the necessary particulars. Unless otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to four per cent (4%) above the Bank Rate, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.	The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within thirty (30) days of receiving a demand along with the necessary particulars. Unless otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to three per cent (3%) above the MCLR of SBI, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

Sl.No.	Page & Clause No	Existing Clause	Amended Clause
23.	Page 145, Clause 40.1.8	<p>The Fees chargeable to the students for courses listed by Authority like Inland Vessel courses shall be subject to the Maximum Fee per Student as outlined in Schedule-R. Any revision of Fee chargeable for provision of any Mandatory Course by the Concessionaire including raising the cap for Maximum Fee per Student as set out in Schedule-R shall require the prior approval/acknowledgement of the Authority. The Concessionaire may seek such revision of Fee for the next Academic Year as part of its submission in accordance with Clause 40.1.2. However, the Authority reserves the right to approve/ reject such upward revision of Fee, for the Mandatory Courses without assigning any reason whatsoever. Further no such revision of Fee for provision of Mandatory Courses shall be made without the express and written approval of the Authority. Any revision of Fee for provision of Mandatory Courses approved by the Authority shall be applicable only from the start of the subsequent Academic Year in</p>	<p>The Fees chargeable to the students for courses listed by Authority like Inland Vessel courses shall be subject to the Maximum Fee per Student as outlined in Schedule-R. Any revision of Fee chargeable for provision of any Mandatory Course by the Concessionaire including raising the cap for Maximum Fee per Student as set out in Schedule-R shall require the prior approval / acknowledgement of the Authority. The Concessionaire may seek such revision of Fee for the next Academic Year as part of its submission in accordance with Clause 40.1.2. However, the Authority reserves the right to approve / reject such upward revision of Fee, for the Mandatory Courses without assigning any reason whatsoever. Further no such revision of Fee for provision of Mandatory Courses shall be made without the express and approval / acknowledgement of the Authority. Any revision of Fee for provision of Mandatory Courses approved / acknowledged by the Authority shall be applicable only from the start of the subsequent Academic Year in which such revision of Fee is approved / acknowledged by the Authority</p>

Sl.No.	Page & Clause No	Existing Clause	Amended Clause
		which such revision of Fee is approved by the Authority	
24.	Page 155, Annex – I (Schedule – D)	Latest amended National Building Code of India, other relevant IS Codes and practices, Development Control Rules, FSI Limits, statutory requirements, laws of land, the principles of Good Industry Practice and any other norms as applicable from time to time.	Latest amended Kerala Panchayat Building Rules / Kerala Municipal Building Rules / National Building Code of India, other relevant IS Codes and practices, Development Control Rules, FSI Limits, statutory requirements, laws of land, the principles of Good Industry Practice and any other norms as applicable from time to time.
25.	Page 156, Schedule - E		Foot Note: Being the owner of the land parcel, the CEO, KMB / Port Officer shall be the duly authorized Co-Applclicant for KMB, wherever applicable, for any of the applications for Permits, Viz, CRZ, Building Permits, Development Permits etc. during the Concession Period”
26.	Page 175, Schedule K, Sr.No. 1	Repainting of furniture, signages delineators, markings etc.	Repairs shall be done every year and total repainting every three years or as instructed in writing by the Independent Engineer/ Engineer in Charge.
27.	Page 215, Schedule S2 (d)	Sale /distribution of liquor on the Site and in any of the Project Facilities.	Foot Note: However, as part of the Cruise operations / Tourism Activities, these may be permitted in a restricted way, in any class of Cruises/ Vessels / Hospitality Arrangements

Sl.No.	Page & Clause No	Existing Clause	Amended Clause
			etc. which are duly permitted by Govt., as per rules in force from time to time, in the interest of promoting Tourism/ Hospitality aligning with the relevant policies of Government as applicable.
28.	Page 215, Schedule S2 (e)	Sale /distribution of cigarettes and any other tobacco products on the Site and in any of the Project Facilities	Foot Note: However, as part of the Cruise operations / Tourism Activities, these may be permitted in a restricted way, in any class of Cruises/ Vessels / Hospitality Arrangements etc. which are duly permitted by Govt., as per rules in force from time to time, in the interest of promoting Tourism/ Hospitality aligning with the relevant policies of Government as applicable.
29.	Page 212, Schedule R	Schedule R Mandatory Courses and Optional Courses	Revised Schedule R (Mandatory Courses and Optional Courses) has been enclosed.

Schedule F(2)
Deemed Performance Security

(PROFORMA OF BANK GUARANTEE)

(PROFORMA OF BANK GUARANTEE)

THIS DEED OF GUARANTEE executed on this the --- day of --- at --- by - ----- (Name of the Bank) having its Head/Registered office at ----- hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns

In favor of

The Kerala Maritime Board, represented herein by the Chief Executive Officer and having its registered office at HO TC XXII/1666 (4&5) 1st Floor, Mulamoottil Building Pipinmoodu, Sasthamangalam, Thiruvananthapuram (hereinafter referred to as the “Board” or the “Authority”) which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

(a) The Authority, vide its Request for Proposal dated [●] (“the RFP”) invited duly short-listed bidders to implement a project envisaging _____ (more particularly described in Schedule A and hereinafter referred to as “the Project”);

(b) After evaluation of the bids received in response to the RFP, the Authority accepted the bid of the consortium comprising of _____, _____ and _____ (“the Consortium”) OR the Board accepted the bid of _____ Ltd. (“the Applicant”) and issued the Letter of Award No _____ dated _____ (“LOA”) to the Consortium/Applicant requiring, inter alia, the execution of the Concession Agreement, (“the Concession Agreement”) the draft whereof was provided in the RFP;

(c) Pursuant to the LOA, the Applicant/Consortium has promoted and incorporated a special purpose company _____ (“the Concessionaire”), to enter into the Concession Agreement for undertaking, inter alia, the work with respect to the Project referred to in Recital (a) above and to perform and discharge all its obligations thereunder.

(d) In terms of the LOA and the Concession Agreement, the Concessionaire is required to furnish to the Board, a Deemed Performance Guarantee being an unconditional and irrevocable Bank Guarantee from a Scheduled Bank for a sum of Rs. [●] (Rupees [●] only) as security for due and punctual performance/discharge of its obligations under the Concession Agreement during the Operation Period.

(e) At the request of the Concessionaire, and for valid consideration, the Guarantor has agreed to provide guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Concessionaire of its obligations under the Concession Agreement during the Operation Period.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalized terms used herein but not defined shall have the meaning assigned to them respectively in the Concession Agreement.
2. The Guarantor hereby irrevocably and unconditionally guarantees the due execution and punctual performance by M/s. _____ ("the Concessionaire") of all its obligations under the Concession Agreement during the Operation Period.
3. The Guarantor shall, without demur or protest, pay to the Authority sums not exceeding in aggregate Rs. [●] (Rupees [●] only) within five (5) calendar Days of receipt of a written demand therefor from the Authority stating that the Concessionaire has failed to meet its performance obligations under the Concession Agreement during the Operation Period. The Guarantor shall not go into the veracity of any breach or failure on the part of the Concessionaire or validity of demand so made by the Board and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Concessionaire or any other Person before any court, tribunal, expert, arbitrator or similar proceedings. The Guarantor's obligations hereunder shall subsist until all such demands of the Authority are duly met and discharged in accordance with the provisions hereof. Any such demand made on the Guarantor by the Board shall be conclusive, absolute and unequivocal as regards the amount due and payable by the Guarantor under this Agreement.

The Authority shall at all times at its sole discretion have the absolute and unconditional right to call upon the Guarantor to pay the amount under the Guarantee.

4. In order to give effect to this Guarantee, the Authority shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Concession Agreement or other documents or by the extension of time for performance granted by the Authority or postponement/non-exercise/delayed exercise of any of its rights by the Board or any indulgence shown by the Authority to the Concessionaire and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise or delayed exercise by the Board of any of the Authority's rights or any indulgence shown by the Authority; provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.

5. This Guarantee shall be unconditional and irrevocable and shall remain in full force and effect until Schedule Concession End Date and for a period of twelve months thereafter unless discharged/released earlier by the Authority in accordance with the provisions of the Concession Agreement. The Guarantor's liability in aggregate shall be limited to a sum of Rs. [●] (Rupees [●] only).

6. This Guarantee shall not be affected by any change in the constitution or winding up, insolvency, bankruptcy, dissolution or liquidation of the Concessionaire/the Guarantor or any absorption, merger or amalgamation of the Concessionaire/the Guarantor with any other Person.

7. Any payment made hereunder shall be made free and clear of, and without deduction for or on account of taxes, levies, imposts, duties, charges, fees, deductions, or withholding of any nature whatsoever.

8. The Guarantor hereby irrevocably and unconditionally undertakes, agrees and acknowledges that its obligations as a Guarantor hereunder:

(a) shall not be affected by the existence of or release or variation of any other guarantee or security for any of the obligations of the Concessionaire under the Concession Agreement;

(b) shall not be affected by any failure by the Authority to perform any of its obligations under the Agreement;

(c) shall not be affected by any failure or delay in payment of any fee or other amount payable to the Guarantor in respect hereof.

(d) shall not be affected by any exercise or non-exercise of any right, remedy, power or privilege of any person under or in respect of any payment obligations of the Concessionaire under the Concession Agreement;

(e) shall not be affected by any failure, omission or delay on the Authority's part to enforce, assert or to exercise any right, power or remedy conferred on the Authority in this Guarantee;

(f) shall not be affected by any act, omission, matter or thing which, but for this clause would reduce, release or prejudice the Guarantor from any of the obligations under this Guarantee or prejudice or diminish the obligations in whole or in part.

9. The obligations, covenants, agreements and duties herein shall not be subject to any counterclaims, cross claims, set offs, deductions, withholdings, diminutions, abatements, recoupments, suspensions, deferments, reductions or defense for any reason whatsoever and the Guarantor, shall have no right to terminate this Guarantee or to be released, relieved or discharged from any of its obligations, covenants, agreements and duties hereunder for any reason whatsoever.

10. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

11. This Guarantee shall be governed by and construed in accordance with the laws of India. The Guarantor hereby irrevocably submits to the exclusive jurisdiction of the Court of _____ for the purposes of any suit, action, or other proceeding arising out of this Guarantee, or the subject matter hereof, brought by the Authority or its successors or assigns.

To the extent permitted by Applicable Law, the Guarantor or its successors or assigns hereby waive, and shall not assert, by way of motion, as defense, or otherwise, in any such suit, action, or proceeding any claim that such suit, action, or proceedings is brought in an inconvenient forum, or that the value of such suit, action, or proceeding is improper, or that the subject matter hereof may not be enforced in or by such court.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN SIGNED AND DELIVERED by _____ Bank by the hand of Shri _____ its _____ and authorized official.

Schedule – R

(See Article 40)

Mandatory Courses and Optional Courses

Mandatory Courses

The mandatory programmes / courses shall be programmes / courses conducted related to the maritime / Inland Vessel / blue economy. The mandatory courses shall have accreditation of Central / State Authority / Director General of Shipping / Universities / AICTE / UGC etc as applicable. The courses are envisaged in the following three broad categories:

- Category 1: Postgraduate/Doctor of Philosophy/ Post Doctoral Degree Courses
- Category 2: Undergraduate/Degree/Diploma Programme / Courses
- Category 3: Certificate Programme / Courses

The Mandatory Courses shall be conducted as further defined in the Article 3, Scope of the Work.

Optional Courses

The optional programmes/courses could be short-term courses, certificate programmes, UG/PG/research in the areas of shipping/logistics/ commerce/management/technology/law or any other relevant areas. The programmes/courses suggested under the optional category are suggestive only and not binding on the concessionaire. The concessionaire can propose alternate programme/courses as per the terms and conditions of the RFP.

The Optional Courses shall be conducted as further defined in the Article 3, Scope of the Work

The details of Inland Vessel courses of Authority are as provided;

IV Structural Courses - Competency

Sl.No	Name of Course	Duration of Course	Fees (Rs.)	Fees including GST 18% (Rs.)	Application fees (Rs.)
1.	IV GP Rating (Residential course)	3 Months 14 days	72000/-	84960 /-	Rs.100/-
2.	1 st Class Master /IV Engineer	28 days	25000/-	29,500/-	

3.	2 nd Class Master / 1 st Class Engine Driver	28 days	20000/-	23,600/-	
4.	Serang / 2 nd Class Engine Driver	28 days	18000/-	21,240/-	

IV - Revalidation Courses

Sl. No	Name of the Course	Duration of Course	Fees (Rs.)	Fees including GST 18% (Rs.)	Application fees (Rs.)
1.	1 st Class Master /IV Engineer	6days	10000/-	11800/-	Rs.100/-
2.	2 nd Class Master / 1 st Class Engine Driver	5 days	7000/-	8260/-	
3.	Serang / 2 nd Class Engine Driver	4 days	5000/-	5,900/-	

IV – Conversion Courses

Sl.No	Name of the Course	Duration of Course	Fees (Rs.)	Fees including GST 18% (Rs.)	Application fees (Rs.)
1.	Existing Lascar / Deck hands	12 days	12000/-	14160/-	Rs.100/-

IV – Basic Safety Courses

Sl.No	Name of the Course	Duration of Course	Fees (Rs.)	Fees including GST 18% (Rs.)	Application fees (Rs.)
1.	STCW (Basic Safety Courses)	13 days	12000/-	14160/-	Rs.100/-

Kerala Harbour Craft Rule 1970

Sl.No	Name of the Course	Duration of Course	Fees (Rs.)	Fees including GST 18% (Rs.)	Application fees (Rs.)
1.	HCR 1970	3 days	3000/-	Rs.100/-