

Tender Id: 2025_KMB_802172_1

Tender Title: RFP for Ponnani Maritime and Industrial Hub, Malappuram

Corrigendum 2

The Kerala Maritime Board invited Bidders to participate in the Pre-Bid conference scheduled in reference to the RFP titled above, published on the e-tender site of Govt. of Kerala. Based on the pre-bid meeting conducted, the following changes are made in the document (wherever applicable):

The remaining conditions in the tender remain unchanged.

Document Name	Page No. & Clause No.	Existing Clause	Amended Clause
RFP	Page 06, Datasheet	The concessionaire shall furnish a performance guarantee equivalent to 5% of the total project cost. In the event that the project is proposed to be developed in phases, a performance guarantee equivalent to 5% of the project cost of each respective phase shall be submitted prior to the commencement of that phase.	The concessionaire shall furnish a performance guarantee equivalent to 3% of the total project cost. In the event that the project is proposed to be developed in phases, a performance guarantee equivalent to 3% of the project cost of each respective phase shall be submitted prior to the commencement of that phase.
RFP	Page 38, Clause 3.2.3 (d)	the capital cost of the project should be INR 10 Crore (INR One Crore only)	the capital cost of the project should be INR 10 Crore (INR Ten Crore only)

RFP	Page 38, Clause 3.2.4 (a)	the Bidder should have paid for execution of its construction work or received payments from its clients for construction works executed fully or partially, during the 10 financial years immediately preceding the Application Due Date, and only the payments (gross) actually made or received as the case maybe, during such 10 financial years shall qualify for purposes of computing the experience score. However, payments/receipts of less than INR 10 Crore (INR One Crore only) shall not be reckoned as payments/receipts for Eligible Projects. Further the cost of land shall not be included.	the Bidder should have paid for execution of its construction work or received payments from its clients for construction works executed fully or partially, during the 10 financial years immediately preceding the Application Due Date, and only the payments (gross) actually made or received as the case maybe, during such 10 financial years shall qualify for purposes of computing the experience score. However, payments/receipts of less than INR 10 Crore (INR Ten Crore only) shall not be reckoned as payments/receipts for Eligible Projects. Further the cost of land shall not be included.
Concession Agreement	Page 28, Article 4, Clause 4.1	The Concessionaire shall for due performance of its obligations during the Construction Phase provide to Concessioneing Authority an unconditional and irrevocable bank	The Concessionaire shall for due performance of its obligations during the Construction Phase provide to Concessioneing Authority an unconditional and irrevocable bank guarantee, in favor of the

		<p>guarantee, in favor of the Concessioneing Authority encashable and enforceable at [●]8 substantially in the form set forth in Appendix 9 (A) (the "Performance Guarantee"). The concessionaire shall furnish a performance guarantee equivalent to 5% of the total project cost. In the event that the project is proposed to be developed in phases, a performance guarantee equivalent to 5% of the project cost of each respective phase shall be submitted prior to the commencement of that phase. Till such time the Concessionaire provides to Concessioneing Authority the Performance Guarantee pursuant hereto, the Bid Security shall remain in full force and effect. The Performance Guarantee shall be valid for an initial period of one (1) year and shall be renewed thirty (30) Days prior to expiry of each year, for an</p>	<p>Concessioneing Authority encashable and enforceable at [●]8 substantially in the form set forth in Appendix 9 (A) (the "Performance Guarantee"). The concessionaire shall furnish a performance guarantee equivalent to 3% of the total project cost. In the event that the project is proposed to be developed in phases, a performance guarantee equivalent to 3% of the project cost of each respective phase shall be submitted prior to the commencement of that phase. Till such time the Concessionaire provides to Concessioneing Authority the Performance Guarantee pursuant hereto, the Bid Security shall remain in full force and effect. The Performance Guarantee shall be valid for an initial period of one (1) year and shall be renewed thirty (30) Days prior to expiry of each year, for an additional term of one (1) year. It is clarified that the Concessionaire shall be liable to restore the Performance Guarantee to</p>
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		<p>additional term of one (1) year. It is clarified that the Concessionaire shall be liable to restore the Performance Guarantee to the full amount in case of part encashment of the same by the Concessioneing Authority. This shall be done within thirty (30) Days of any such part encashment. The Performance Guarantee furnished under this provision shall be valid until expiry of six (6) months from the COD. Failure of the Concessionaire to provide a valid Performance Guarantee and/or restore and maintain the Performance Guarantee in accordance with this Article shall entitle the Concessioneing Authority to forthwith terminate this Agreement and if relevant, to forfeit the Bid Security.</p>	<p>the full amount in case of part encashment of the same by the Concessioneing Authority. This shall be done within thirty (30) Days of any such part encashment. The Performance Guarantee furnished under this provision shall be valid until expiry of six (6) months from the COD. Failure of the Concessionaire to provide a valid Performance Guarantee and/or restore and maintain the Performance Guarantee in accordance with this Article shall entitle the Concessioneing Authority to forthwith terminate this Agreement and also if relevant, to forfeit the Bid Security.</p>
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