HOKMB-TVM/481/2025-C1 (Devp) V62839/2025

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

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

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guarantee, in favor of the Concessioning 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 Concessioning 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

Concessioning 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 Concessioning 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

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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 Concessioning 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 **Concessioning Authority** to forthwith terminate this Agreement and if relevant, to forfeit the Bid Security.

the full amount in case of part encashment of the same by the Concessioning 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 Concessioning Authority to forthwith terminate this Agreement and also if relevant, to forfeit the Bid Security.