

Tender Id: 2025_KMB_788210_1

Tender Title: Request for Proposal for Development of Wayside Amenities Centre at Beach Road, Kozhikode, Kerala in PPP mode.

Corrigendum 4

The Kerala Maritime Board invites intending 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:

The remaining conditions in the tender remain unchanged.

Document Name	Page No. & Clause No.	Existing Clause	Amended Clause
Concession Agreement	Page 24, Article 3, Clause 3.1 (a)	<p>The following Conditions Precedent shall be satisfied by the Concessionaire:</p> <ul style="list-style-type: none"> i. Furnishing of the Performance Guarantee as stipulated in Clause 4.1 hereof; ii. Furnishing of copies (certified as true copies by a director of the Concessionaire) of the constituent documents of the Concessionaire; iii. Furnishing of all resolutions adopted by the Board of Directors of the Concessionaire (certified as true copies by a director of the Concessionaire) authorizing the execution, delivery and performance by the Concessionaire of each of the Transaction Documents; 	<p>The following Conditions Precedent shall be satisfied by the Concessionaire:</p> <ul style="list-style-type: none"> i. Furnishing of the Performance Guarantee as stipulated in Clause 4.1 hereof; ii. Furnishing of copies (certified as true copies by a director of the Concessionaire) of the constituent documents of the Concessionaire; iii. Furnishing of all resolutions adopted by the Board of Directors of the Concessionaire (certified as true copies by a director of the Concessionaire) authorizing the execution, delivery and performance by the Concessionaire of each of the Transaction Documents;

		<p>iv. Opening the Escrow Account and executing the Escrow Agreement;</p> <p>v. Furnishing a certificate from its principal officer/director on the shareholding pattern of the Concessionaire;</p> <p>vi. Submission to Concessioneing Authority of its Financing Package, Financial Model and Financing Documents for the Project and demonstrating Financial Close for verification that there is no inconsistency/contradiction with the terms & condition of the Agreement. Concessioneing Authority, within 15 days shall notify Concessionaire of inconsistency/contradictions, if any, which shall be promptly addressed by the Concessionaire.</p> <p>vii. Submission of Detailed Project Report</p> <p>viii. Procuring and furnishing the following confirmations, in original, from the Applicant/members of Consortium: a. it/they shall at all times comply with the provisions of Clause 11.2 in respect of their shareholding in the Concessionaire; b. it/they has/have the financial standing and resources to fund /raise finances for undertaking and implementing the Project in accordance with this Agreement; c. the Applicant</p>	<p>iv. Opening the Escrow Account and executing the Escrow Agreement;</p> <p>v. Furnishing a certificate from its principal officer/director on the shareholding pattern of the Concessionaire;</p> <p>vi. Submission to Concessioneing Authority of its Financing Package, Financial Model and Financing Documents for the Project and demonstrating Financial Close for verification that there is no inconsistency/contradiction with the terms & condition of the Agreement. Concessioneing Authority, within 15 days shall notify Concessionaire of inconsistency/contradictions, if any, which shall be promptly addressed by the Concessionaire.</p> <p>vii. Submission of Detailed Project Report</p> <p>viii. Procuring and furnishing the following confirmations, in original, from the Applicant/members of Consortium: a. it/they shall at all times comply with the provisions of Clause 11.2 in respect of their shareholding in the Concessionaire; b. it/they has/have the financial standing and resources to fund /raise finances for undertaking and implementing the Project in accordance with this Agreement; c. the Applicant</p>
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