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No. E(C)/F.59/Mechanization of NCB III/ 50592 (Vol III)/2021/ D.151

Date: 12.01.2022

CORRIGENDUM – II

Name of Work: “Mechanization of North Cargo Berth-III (NCB- III) including Dredging for Handling Dry Bulk Cargo at V.O.Chidambaranar Port, Tuticorin on Design, Build, Finance, Operate & Transfer (DBFOT) basis”

Ref: NIT No: E(C)/ F.59/PD/Mechanization of NCB III/50592 (Vol III)/2021/D.3144 Dtd: 29.12.2021

Sl.No	BID – II (RFP) clause no.	Existing clause	To be read as
1.	1.1.(6)	The output of unloaders/conveyors shall be <u>50,400 Tonnes per day.</u>	The output of unloaders/conveyors shall be 47,040 Tonnes per day.
2.	1.2.6 (a)	Bids are invited for the Project on the basis of ‘Royalty per ton of cargo handled’ (the “ Royalty ”) which would be indexed to variations in WPI annually.	Bids are invited for the Project on the basis of ‘Royalty per ton of cargo handled’ <u>for Foreign cargo (the “Royalty”)</u> which would be indexed to variations in WPI annually.
3.	1.2.7	Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in	Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in <u>Clauses</u>

Sl.No	BID – II (RFP) clause no.	Existing clause	To be read as
		<u>Clause 3</u> of this RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason.....	<u>3.3.3. & 3.3.4</u> of this RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason.....
4.	1.2.9	Details of the process to be followed at the <u>BID II (RFP)</u> and the terms thereof are spelt out in this BID – II (RFP).	Details of the process to be followed <u>at this stage</u> and the terms thereof are spelt out in this BID – II (RFP).
5.	2.1.9	As required under clause 2.2.5 of Bid I, the Bidder should submit a Power of Attorney as per the format at Appendix–II, authorising the signatory of the Bid to commit the Bidder.	As required under clause 2.2.5 of Bid I, the Bidder should submit a Power of Attorney as per the format at Appendix–II, <u>of BID-I (RFQ)</u> authorising the signatory of the Bid to commit the Bidder.
6.	2.1.18 (i)	Bidders shall provide such evidence of their continued eligibility for the Project to the satisfaction of the Authority as the Authority may reasonably request from time to time. Bidders may, if they deem fit, furnish such additional information about themselves which they think would be relevant for proving their continued eligibility for the Project.	Bidders shall provide such evidence of their continued eligibility for the Project to the satisfaction of the Authority as the Authority may reasonably request from time to time. Bidders may, if they deem fit, furnish such additional information about themselves which they think would be relevant for proving their continued eligibility for the Project, <u>before the due date of Bid Submission and subject to the</u>

Sl.No	BID – II (RFP) clause no.	Existing clause	To be read as
			<u>request from the Authority after submission of Bid.</u>
7.	2.1.18 (ii)	Bidders shall update any information submitted with the BID – I - Request for Qualification, which has changed and provide updated information and continue to meet the Qualification criteria set out in the BID – I (RFQ) document.	Deleted.
8.	2.11.1	The Bidder shall submit the Bid in the format specified at Appendix-I, and seal it in an envelope 1 inside Bid II cover and mark the envelope as “ financial BID” as detailed at clause 1.2 of RFQ.	The Bidder shall submit the Bid in the format specified at Appendix-I <u>of BID-II (RFP)</u> , and seal it in an envelope 1 inside Bid II cover and mark the envelope as “financial BID” as detailed at clause 1.2 of RFQ.
9.	2.11.2	The documents accompanying the Bid shall be placed in a separate envelope 2 and marked as “Enclosures of the Bid” inside <u>Bid II cover</u> . The documents shall include:	The documents accompanying the Bid – II (RFP) shall be placed in a separate envelope 2 and marked as <u>“Enclosures of the Bid – II (RFP)” and put inside the BID – II cover.</u> The documents shall include:
10.	2.11.2 (a), (b) & (c)	(a) Bid Security in the format at Appendix–II (To be submitted in Bid I envelope as per clause 1.2 of Bid I) ;	The clauses have been deleted from the clause 2.11.2 (a), (b) & (c) and added under clause 2.10.3 (a), 2.10.3 (b) & 2.10.3 (c) of Bid- II (RFP)

Sl.No	BID – II (RFP) clause no.	Existing clause	To be read as
		<p>(b) Power of Attorney for signing of Bid(As required under clause 2.2.5 of Bid I - to be submitted in Bid I envelope);</p> <p>(c) If applicable, the Power of Attorney for Lead Member of Consortium (As required under clause 2.2.5 of Bid I- to be submitted in Bid I envelope)</p>	
11.	2.11.2 (f)	Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per format given in Appendix-VII shall be submitted by the Bidder with the RFP Bid duly signed by Authorised signatory & shall be part of the Concession Agreement.	Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per format given in Appendix-VII shall be submitted by the Bidder with the RFP Bid duly signed by Authorised signatory & shall be part of the Concession Agreement. <u>(To be submitted along with BID-I (RFQ) as prescribed in format Annexure VI of BID – I (RFQ))</u>
12.	Sl.No.5.1 of Appendix – VI (Proforma Integrity Pact)	While submitting commercial bid, the tenderer shall furnish a Bid Security of Rs.3.56 Crores (Rupees Three Crores and Fifty Six Lakhs only) in accordance with the provisions of this RFP. The Bidder	While submitting <u>BID-I (RFQ)</u> , the tenderer shall furnish a Bid Security of Rs.3.56 Crores (Rupees Three Crores and Fifty-Six Lakhs only) in accordance with the provisions of this RFP. The Bidder has the option

Sl.No	BID – II (RFP) clause no.	Existing clause	To be read as
		has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix–II.	to provide the Bid Security either as a Demand Draft/ NEFT/RTGS or in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix–II <u>of BID-II (RFP).</u>
13.	Sl.No.5.2 of Appendix – VI (Proforma Integrity Pact)	The Bid Security / Performance Security shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PORT, including warranty period, whichever is later.	The Bid Security / Performance Security shall be valid upto a period of <u>180 days in respect of Bid Security and a period of one year for performance security respectively with 30 days claim period</u> or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PORT, including warranty period, whichever is later.
14.	Sl.No.6.1.(iv) of Appendix – VI (Proforma Integrity Pact)	To recover all sums already paid by the PORT, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing <u>Prime Lending Rate of State Bank of India</u> , while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR.....	To recover all sums already paid by the PORT, and in case of an Indian BIDDER with interest thereon at the <u>Bank Rate as defined in the Article 1.1 of draft Concession Agreement.....</u>
15.	9.1 (a) of	The Concessionaire shall, as	The Concessionaire shall, as

Sl.No	BID – II (RFP) clause no.	Existing clause	To be read as
	Draft Concession Agreement	consideration for the use, in its capacity as a bare licensee of the Project Site <u>and the equipment comprised in the Port's Assets</u> , made available in accordance with Article 2.4, pay to the Concessioneing Authority Re.1 (the “License Fee”).	consideration for the use, in its capacity as a bare licensee of the Project Site and the equipment comprised in the Port's Assets, made available in accordance with Article 2.4 <u>as detailed in Appendix-2</u> , pay to the Concessioneing Authority Re.1 (the “License Fee”).
16.	Sl.No.6 (I) of Appendix 4 of Draft Concession Agreement	The concessionaire has to install two Rail Mounted Quay Gantry cranes of not less than 4000 TPH (2000TPH x 2 Un-loaders) with built-in chute and all joints forming edges will be ledged. The cargo unloaded will be conveyed to the Stack yards by a suitably designed Conveyor System (4000TPH). The output of unloaders/conveyors shall be 50400 TPD.	The concessionaire has to install two Rail Mounted Quay Gantry cranes of not less than 4000 TPH (2000TPH x 2 Un-loaders) with built-in chute and all joints forming edges will be ledged. The cargo unloaded will be conveyed to the Stack yards by a suitably designed Conveyor System (4000TPH). The output of unloaders/conveyors shall be 47040 TPD.

The above changes are applicable to all corresponding clauses of the document wherever incorporated.

The amendment will form part of the Tender document to be signed in all pages by the Tenderers and to be enclosed along with the Tender documents –Bid - II (RFP).

-Sd/-(12.01.2022)
CHIEF ENGINEER