

V.O.CHIDAMBARANAR PORT TRUST ENGINEERING DEPARTMENT / CIVIL

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ISO 9001 : 2015 ; ISO 14001 : 2015 ; 18001 : 2007 and ISPS CODE

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

Date: 12.01.2022

<u>CORRIGENDUM – II</u>

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

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

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

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

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

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