

## Corrigendum cum Addendum – 3

**Request for Proposals (RFP) for Selection of Operator for Operation of Part of Shahid Beheshti Port at Chabahar, Phase I, Islamic Republic of Iran, issued by Indian Port Global Ltd dated 29<sup>th</sup> March 2018**

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**The provisions of the Request for Proposal shall stand amended and revised as follows:**

S.No	Clause Reference	Existing Clause / Provision	Revised Clause / Provision
1.0	<b>Appendix III : Power of Attorney for Signing Bid</b>	For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.	This clause is applicable, only if <u>Power of Attorney (PoA)</u> is executed and issued in countries other than Iran.
2.0	<b>Appendix IV : Power of Attorney for Lead Member of the consortium</b>	For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.	<ul style="list-style-type: none"> <li>• Appendix IV is <u>Not Applicable</u> if bidder is single participant</li> </ul>
3.0	<b>Appendix IV : Power of Attorney for Lead Member of the consortium</b>	For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.	<ul style="list-style-type: none"> <li>• In case the bidder is participating in consortium then “this clause is applicable only if Power of Attorney (PoA) is executed and issued in countries other than Iran”</li> </ul>

S.No	Clause Reference	Existing Clause / Provision	Revised Clause / Provision
4.0	<b>Appendix V : Joint Bidding Agreement</b>	Appendix V : Joint Bidding Agreement	<ul style="list-style-type: none"> <li>Appendix V is <u>Not Applicable</u> if bidder is single participant</li> </ul>
5.0	<b>Clause 3.14</b>	Date of submission – 02 <sup>nd</sup> May 2018	The interested bidder can submit the RFP (Technical and Price bid) on or before due date (02 <sup>nd</sup> May 2018) during the working hours of Indian Embassy.

## Corrigendum cum Addendum – 4

**Short Term Operation for Selection of Operator for Operation of Part of Shahid Beheshti Port at Chabahar, Phase I, Islamic Republic of Iran, issued by Indian Port Global Ltd dated 29<sup>th</sup> March 2018**

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**The provisions of the Short Term Operation Agreement as per Annex VI of RFP shall stand amended and revised as follows:**

S.No	Clause Reference	Existing Clause / Provision	Revised Clause / Provision
1.0	Clause 1-1-55	<p><b>Article 1: Definition and Generalities</b></p> <p>1-1-55- The Agreement is made in English and Persian languages each of which are equally authentic.</p>	<p><b>Article 1: Definition and Generalities</b></p> <p>1-1-55- The Agreement is made in English language only.</p>
2.0	Article 4: Applicable Tariff Clause 4-2	<p>Clause 4-2: The Operator shall apply the Approved Tariffs in respect of the provided services as per the bills issued by the Organization’s financial software and collect from all users of the Terminal, according to the current laws and regulations.</p>	<p>Clause 4-2: The Operator on behalf of <b>Organisation</b> / Authority shall apply the Approved Tariffs in respect of the provided services and issue invoice in accordance with the financial software provided by PMO/SBPA <b>and receive money in designated accounts of Organisation / Authority</b> from all users of the Terminal, according to the current laws and regulations.</p>
3.0	Article 4: Applicable Tariff  Clause 4-4	<p>Clause 4-4: The Operator shall not have any share in the Approved Tariffs or any other amount collected from the users of the Terminal Area. All amounts collected by the Operator from the users of the Terminal shall be directly deposited in the accounts of the Authority or as per the instructions of the Authority (IPGL – Chabahar Free Zone).</p>	<p>Clause 4-4: The Operator shall not have any share in the Approved Tariffs or any other amount collected from the users of the Terminal Area. All amounts collected by the Operator from the users of the Terminal shall be directly deposited in the accounts of the <b>PMO/SBPA and Authority</b> or as per the</p>

S.No	Clause Reference	Existing Clause / Provision	Revised Clause / Provision
			instructions of the Authority (IPGL – Chabahar Free Zone).
4.0	Clause 7.3.4	<p><b>Article 7: Operator’s Obligation</b></p> <p>Clause 7.3.4 The Operator will follow the specify productivity norms for the discharge and loading of goods, container, and loading and unloading of trucks for the year. The Authority shall observe the norms set during the year. For avoidance of doubt, these productivity norms shall not be interpreted as guaranteed targets or any kind of volume commitments.</p>	<p><b>Article 7: Operator’s Obligation</b></p> <p>Clause 7.3.4 The Operator will follow the specify productivity norms for the discharge and loading of goods, container, and loading and unloading of trucks for the year. The Authority shall <b>monitor</b> the norms set during the year. For avoidance of doubt, these productivity norms shall not be interpreted as guaranteed targets or any kind of volume commitments.</p>
5.0	<p>Article 7: Operator’s Obligation</p> <p>Clause 7-3-5</p>	<p>Clause 7-3-5: If necessary and at the discretion of the Authority, the Operator undertakes to carry out all or part of the port services required for the cargo of the vessels which are due to be moved to the premises and/or warehouses under the operation of third parties based on tariff in port area .</p>	<p>Clause 7-3-5: If necessary and at the discretion of the Authority, the Operator undertakes to carry out all or part of the port services required for the cargo of the vessels which are due to be moved to the premises and/or warehouses under the operation of third parties based on tariff in port area. <b>Operator will receive a share of revenue after deduction of PMO’s share of revenue for carrying out such services, Authority shall share 10% of the remaining amount with the Operator</b></p>
6.0	Article 7: Operator’s Obligation	<p>Clause 7-7-3: Authority shall comply with requirements of the ISPS Code and related guidelines to be notified by the Supervisory Body.</p>	<p>Clause 7-7-3: Operator shall comply with requirements of the ISPS Code and related guidelines to be notified by the Supervisory Body.</p>

S.No	Clause Reference	Existing Clause / Provision	Revised Clause / Provision
	Clause 7-7-3		
7.0	<p>Article 8: Authority's Obligation</p> <p>Clause 8-4 and S.no. 6 of Corrigendum cum Addendum#2</p>	<p>Clause 8-4: Authority shall facilitate through the SBPA / PMO for necessary water supply, electricity and telephone utilities at the same rate at which such utilities are made available to the Project SPV by the Port. The Operator shall make payment to the Project SPV based on actual consumption of such utilities as indicated by meters installed at the Terminal Area by the SBPA / PMO. The fixed and demand charges payable with respect to any such utilities shall be split amongst the users of the Port on the basis of the proportion of actual consumption against the total consumption. The cost of purchasing and installing of the said meters shall be borne by the Operator;</p>	<p>Clause 8-4: Authority shall facilitate through the SBPA / PMO for necessary water supply, electricity and telephone utilities at the same rate at which such utilities are made available to the <b>Authority by SBPA / PMO</b>. The Operator shall make payment based on actual consumption of such utilities as indicated by meters installed at the Terminal Area by the SBPA / PMO. The cost of purchasing and installing of the said meters shall be borne by the Operator.</p>
8.0	<p>Article 14: Termination of the Agreement</p> <p>Clause 14-3</p>	<p><b>Clause 14-3: Default of the Authority</b> Fulfillment of the obligations mentioned in Article 8.2 and 8.3 of the Agreement by the Authority is delayed for more than 60 days.</p>	<p><b>Clause 14-3: Default of the Authority</b> Fulfillment of the obligations mentioned in Article <b>8.1, 8.2, 8.3 and 8.4</b> of the Draft Agreement by the Authority, is delayed for more than 60 days.</p>
9.0	<p>Article 16: Transfer Plan at the End of Agreement</p>	<p>Clause 16-1: Two months preceding the expiration of the Agreement or if the Agreement is unilaterally or terminated or canceled by mutual consent, after such termination or cancellation, representatives from Authority and Operator shall develop a transfer plan</p>	<p>Clause 16-1: Two months preceding the expiration of the Agreement or if the Agreement is <b>unilaterally terminated</b> or canceled by mutual consent, after such termination or cancellation, representatives from Authority and</p>

<b>S.No</b>	<b>Clause Reference</b>	<b>Existing Clause / Provision</b>	<b>Revised Clause / Provision</b>
	Clause 16-1	based upon terms and conditions of this Agreement. Such plan must envisage all executive mechanisms under which Operator must evacuate terminal without causing interference in normal operation of the terminal.	Operator shall develop a transfer plan based upon terms and conditions of this Agreement. Such plan must envisage all executive mechanisms under which Operator must evacuate terminal without causing interference in normal operation of the terminal.