



No. CWC/RO-AHD/Busi./SAMO-CFS Mundra/Tender/2024/

Date:- 14.10.2024

Corrigendum No. 2 / बिड शुद्धिपत्र संख्या- 2

- (i) NIT Reference- CWC/RO-AHD/Busi./SAMO-CFS Mundra/Tender/2024/Date:- 01.09.2024
- (ii) Tender Title- Appointment of Strategic Alliance Management Operator (SAMO) for providing Management, Handling and Operation Services at CWC-CFS MUNDRA,

Subject- Outcome of Pre-Bid Clarification Meeting dated 11/09/2024.

After examination of Clarification/queries raised by the intended bidders, following contents are being amended/deleted/Incorporated in RFP/Tender document for SAMO at CFS Mundra

Reference & Page No.	Existing Provision as per RFP(tender)	Amended/may be read as under
3.0 Additional Information to Bidder	-	Page-10, j. The successful bidder shall execute agreement within seven days of submission of BG.
RFP-Point-8.2-a)-Page-13	The bidder should have proven handling experience as Shipping Agent/Shipping Company/ Shipping Line/ Customs House Agent/ Consolidator/NVOCC Operator/ 3PL Service Provider/ Container Terminal Operator/ CFS Operator/ Warehousing Service Provider/ Logistics Service Provider/ PFT Operator...	The bidder should have proven handling experience as Shipping Agent/Shipping Company/ Shipping Line/ Customs House Agent/ Consolidator/NVOCC Operator/ 3PL Service Provider/ Container Terminal Operator/ CFS Operator/ ICD Operator / Warehousing Service Provider/ Logistics Service Provider/PFT Operator...
9.2-Evaluation Page No.18	In bracket- “Quoted Guaranteed Throughput/Committed Throughput”	May be read as- “Quoted Guaranteed Throughput or Committed Throughput”
S/No.10- Disqualification Page No.18/19	Condition No. 10,a,b,c,d having provision for disqualification	Revised Exhibit-12 attached
Exhibit 8, Format 1- Page-32	Page-33-Note-	Note-2-Added at page 33- “Container throughput” is heading and “Loaded TEU Per annum” is subheading under which data has to be populated.
Exhibit-16- Format of Price Bid, Page No.47 & Exhibit-18- Agreement Schedule-III Compensation schedule- Clause-1	Line-(D) Percentage of Revenue share of 5% on Total Turnover from operations at CWC-CFS MUNDRA. Compensation schedule 1.0- iii) 5% of Total Turnover as Revenue Share generated through operations from the Facility.	No change in existing provision of RFP/Tender
Submission of BG, Page No.52	Exhibit-18-S/No.12 and Appendix-I- format of BG	BG shall be submitted within 30 working days from Letter of Award (LOA) and Agreement in Exhibit-18, will be executed within 7(seven) Days from date of submission of BG.
Schedule-I- Conditions of Contract-xx-	(xx) Salary: Salary shall mean only the basic pay, dearness allowance (DA),	May be read as- (xx) Salary: Salary shall mean only the basic pay, dearness allowance (DA), HRA,

Salary, Page No.57	HRA, perks and superannuation benefits as applicable from time to time.	perks, Leave Benefits and superannuation benefits as applicable from time to time.
SCHEDULE I CONDITIONS OF CONTRACT Page-64	8. PAYMENT 8.1- Payment to be accounted on monthly basis- 8.1.2- Out of the collections referred to in Clause 8.1.1 above, CWC shall be entitled to retain its consideration, on a monthly (or pro-rata thereof) basis at the end of each month, the following amounts, excluding GST: ...	8.PAYMENT 8.1- Payment to be accounted on Fortnightly basis- 8.1.2- Out of the collections referred to in Clause 8.1.1 above, CWC shall be entitled to retain its consideration, on a fortnightly (or pro-rata thereof) basis at the end of each fortnight, the following amounts, excluding GST: ...
Schedule-I Condition of Contract Clause-8.1.7 Page-66	8.1.7-The SAMO operator agrees to make good the loss of GST including GST input tax credit, if any required to be reversed, due to type of service provided (e.g., exempt services) to the users. The fixed fee, variable fee, MGT and revenue share of CWC shall remain intact and in no way be compromised.	No change in existing provision of RFP/Tender
Schedule-I- Conditions of Contract- 14.3.4- Page No.75	14.3.4- On termination under this Clause 14.3.1 (a)-(h) , the SAMO Operator in default, shall be debarred ...	14.3.4- On termination under this Clause 14.3.1 (a)-(g) , the SAMO Operator in default, shall be debarred ...
Schedule-II- Scope of service, Page No.84	Point-1.1-Para-IIInd-Covered storage- 18500 SQM	Point-1.1-Para-IIInd-Covered storage- 18500 SQM may be read as- 18750 SQM
Schedule-II Scope of Service/Work, Page No.90	Schedule-II Scope of Service/Work 2. Party's other obligations	Additional clause as point-2.12-added as- In the eventuality of storage space inadequacy in CFS Mundra for Empty Containers, CWC shall allow, SAMO to utilize its open space at CW Mundra. Charges will be decided mutually between CWC and SAMO. All operations at CW Mundra will be linked with software being utilized for operations at CFS Mundra.
Schedule-II- Scope of Service-Page No.90,	Point-2.11-“Automation of CFS Operations”-Point-(i) to (iv)	Point-2.1-“Automation of CFS Operations” No change in existing provision of RFP/Tender
Schedule-II- Scope of Service-4, Page No.94/95	3.0 Expenses to be incurred by CWC and to be adjusted from receivables: (i) and (iii)	Added in last- (i) CWC shall inform Salary Scale of respective staff deployed at CFS (iii) CWC shall inform DGR approved rates in respect of Security staff deployed at CFS
Format of BG- Page-98	WHEREAS the SAMO Operator as per Clause No. 8 of the Contract has agreed to furnish a Bank Guarantee for Rs. within seven (7) working days from the date of signing of the Contract.	Clause- Deleted. Does not need to be included in the Bank Guarantee upon submission.

Note- Other Terms and Conditions of the Tender Document remains un-changed.
This Corrigendum shall be the essential part of the contract.

(J NAVUKKARASU)
REGIONAL MANAGER

EXHIBIT-12 UNDERTAKING

**(FOR DISQUALIFICATION CONDITIONS)
(On Official Letter Head of the Bidder)**

I _____, S/o, D/o _____, resident of _____ employed as _____ in the capacity of Director of Company/Owner of the firm/partner of the partnership firm do hereby declare that:

i. The proprietor / any of the partners of the firm / any of the Director has/has not been [strike off inapplicable part] convicted by a court of any offence, whether involving moral turpitude or otherwise, and sentenced in respect thereof to imprisonment six months or more and a period of five years has elapsed from the date of expiry of the sentence.

ii. The proprietor / any of the partners of the firm / any of the Directors has not been convicted of any offence and sentenced in respect thereof to imprisonment for a period of seven years or more.

iii. That we have not been black listed by any State Government, Central Government or any other Public Sector undertaking or a corporation or any other Autonomous Organization of Central or State Government as on the date of submission of the bid.

iv. That We/bidder has/have not been blacklisted or otherwise debarred by CWC or any department of Central or State Government or any other Public Sector Undertaking as on the date of publication of NIT;

v. That we/ bidder has/have not/been, earlier in contractual relationship with CWC and CWC has not terminated the contract on account of bidder's default in the past five (05) years

vi. That we/bidder has/have been/not been participated in any tender during last five (05) years and the EMD not forfeited by CWC;

vii. That we/Bidder is/are agree that Submission of false, dubious, forged or tampered documents shall lead to the disqualification of the bidder and action as deemed fit (including forfeiture of EMD/Blacklisting) by CWC shall be taken against such erring bidder.

Date:

(Authorized Signatory)