



**Limited RFP for Appointment of Consultant for undertaking the Revalidation/Vetting of Report on the Development of Covered Storage Sheds at Visakhapatnam Port Trust**

**CORRIGENDUM-3: TO THE REQUEST FOR PROPOSAL DOCUMENT**

The following corrigendum's are hereby incorporated as part of Request for Proposal , (the "RFP"), issued in relation to Appointment of consultant for undertaking the Revalidation/Vetting of Report on the Development of Covered Storage Sheds at Visakhapatnam Port Trust and the RFP shall stand modified and amended accordingly.

S.NO	Clause ref	Clause No.	Corrigendum: The revised Clause to be read as
1.	General Terms and Conditions	Clause 3.14, Page no. 6	The last sentence which has been changed as per Corrigendum-2, remains unchanged "All the amendments/ Corrigenda will be posted on the website of SDCL ( <a href="http://www.sdclindia.com">www.sdclindia.com</a> )"
2.	Qualification Criteria (Technical Capability)	Clause 4.2, Page no. 6	The Following sentence has been added in the Technical Capability "International Assignment is allowed for establishing Technical Capability, however, the experience of the Bidder will only be considered. For avoidance of doubt the experience of Associates/Parent/Subsidiary company of the Bidder will not be considered for establishing Technical Capability.
3.	Miscellaneous (Addition of New Clause)	Clause 11, Page no. 9	<b>Anti -Bribery and Corruption:</b> "Each party represents, warrants and undertakes that:  (a) It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing services under the agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a



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S.NO	Clause ref	Clause No.	Corrigendum: The revised Clause to be read as
			<p>function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a “person” is any individual, partnership, company or any other legal entity, public or private.</p> <p>(b) Each party shall, adhere to applicable antibribery and corruption laws.</p> <p>(c) Each party shall, immediately upon becoming aware of them, give the other party all details of any non-compliance with Clause (a) and Clause (b).</p> <p>It is a condition of this agreement that each party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this agreement, or that part of this agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy."</p>
4.	Tentative Schedule for Selection Process	Clause 10.3, Page no. 9	The Proposal Due Date 5 <sup>th</sup> July 2021, 1500 hrs is replaced with <b>Proposal Due Date 9<sup>th</sup> July 2021, 1500 hrs</b>