

Corrigendum cum Addendum – 1

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 29th March 2018

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	Clause 1.1.6	The Operation Agreement is for undertaking the Operation of the Project for a period of 12 Months (1 years) from the commercial operation date (“Commercial Operation Date”) of the Project as declared by the Authority under the Contract. On mutual agreement, the period of contract may be extendable by another 12 months on half yearly (6 + 6 months) basis.	The Operation Agreement is for undertaking the Operation of the Project for a period of 18 Months (1.5 years) from the commercial operation date (“Commercial Operation Date”) of the Project as declared by the Authority under the Agreement. The term of the Agreement can be extended for another 06 months, with same terms and conditions at Authority’s discretion.
2.0	Clause 2.1.7	The Bidders will have an option to provide Bid Security in the form of a bank guarantee acceptable to the Authority. The validity period of the Bid Security shall not be less than 60 (Sixty) days from the Bid Due Date, inclusive of a claim period of 30 (thirty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The bank guarantee should be issued by a nationalised bank, or a Private Bank of repute and approved by Central Bank of Iran, in favour of the Authority in the format at Appendix–II (the “Bank Guarantee”)	The Bidders will have an option to provide Bid Security & Performance Security in the form of a bank guarantee or Banker’s Cheque (Demand Draft) in favour of Authority. The validity period of the Bid Security shall not be less than 180 (One Hundred Eighty) days from the Bid Due Date, inclusive of a claim period of 30 (thirty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The bank guarantee or Banker’s Cheque (Demand Draft) should be issued by a nationalised bank, or a Private Bank of repute and approved by Central Bank of Iran, in favour of the Authority in the format at Appendix–II (the “Bank Guarantee”)

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3.0	Clause 3.14	<p data-bbox="521 300 878 331">Schedule of Bidding Process</p> <table border="1" data-bbox="521 336 1211 1273"> <thead> <tr> <th data-bbox="521 336 622 392">S No</th> <th data-bbox="622 336 913 392">Event Description</th> <th data-bbox="913 336 1211 392">Date</th> </tr> </thead> <tbody> <tr> <td data-bbox="521 392 622 440">1.</td> <td data-bbox="622 392 913 440">Issuance of the RFP</td> <td data-bbox="913 392 1211 440">03rd April 2018</td> </tr> <tr> <td data-bbox="521 440 622 523">2.</td> <td data-bbox="622 440 913 523">Last date for receiving queries</td> <td data-bbox="913 440 1211 523">08th April 2018</td> </tr> <tr> <td data-bbox="521 523 622 579">3.</td> <td data-bbox="622 523 913 579">Pre-Bid Conference</td> <td data-bbox="913 523 1211 579">08th April 2018</td> </tr> <tr> <td data-bbox="521 579 622 662">4.</td> <td data-bbox="622 579 913 662">Authority response to queries latest by</td> <td data-bbox="913 579 1211 662">11th April 2018</td> </tr> <tr> <td data-bbox="521 662 622 751">5.</td> <td data-bbox="622 662 913 751">Bid Due Date & Time</td> <td data-bbox="913 662 1211 751">23rd April 2018 & 03:00 PM Iran Time</td> </tr> <tr> <td data-bbox="521 751 622 834">6.</td> <td data-bbox="622 751 913 834">Opening of Bids</td> <td data-bbox="913 751 1211 834">23rd April 2018 & 04:00 PM Iran Time</td> </tr> <tr> <td data-bbox="521 834 622 917">7.</td> <td data-bbox="622 834 913 917">Letter of Award (LOA)</td> <td data-bbox="913 834 1211 917">Within 7 days of Bid Due Date</td> </tr> <tr> <td data-bbox="521 917 622 1007">8.</td> <td data-bbox="622 917 913 1007">Validity of Bids</td> <td data-bbox="913 917 1211 1007">60 days of Bid Due Date</td> </tr> <tr> <td data-bbox="521 1007 622 1090">9.</td> <td data-bbox="622 1007 913 1090">Submission of the Performance Security</td> <td data-bbox="913 1007 1211 1090">Within 7 days of award of LOA</td> </tr> <tr> <td data-bbox="521 1090 622 1173">10.</td> <td data-bbox="622 1090 913 1173">Signing of Operation Agreement</td> <td data-bbox="913 1090 1211 1173">Within 15 days of award of LOA</td> </tr> <tr> <td data-bbox="521 1173 622 1273">11.</td> <td data-bbox="622 1173 913 1273">Commercial Operation Date</td> <td data-bbox="913 1173 1211 1273">17th May, 2018</td> </tr> </tbody> </table>	S No	Event Description	Date	1.	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4.0	Clause 2.18	The Selected Bidder shall as per the terms and conditions of the Operation Agreement, be entitled to receive an Operation Fee on per TEU basis, which shall be quoted by the Bidders to the Authority as per the terms of the Operation Agreement. The Bidder who has quoted the lowest Operation Fee for the Project shall be awarded the Project. For avoidance of doubt 1 TEU shall be considered equivalent to 13 tonnes.	The Selected Bidder shall as per the terms and conditions of the Operation Agreement, be entitled to receive a Fixed and Variable Operation Fee. The Variable Operation Fee will be paid on per TEU basis, which shall be quoted by the Bidders to the Authority as per the terms of the Operation Agreement. The Bidder who has quoted the lowest Variable Operation Fee for the Project shall be awarded the Project.
5.0	Clause 5.1.4	The Bidder whose Bid is adjudged as responsive and who quotes the lowest Operation Fee to be paid by the Authority shall ordinarily be declared as the selected Bidder (the “ Selected Bidder ”).	The Bidder whose Bid is adjudged as responsive and who quotes the lowest Variable Operation Fee to be paid by the Authority shall ordinarily be declared as the selected Bidder (the “ Selected Bidder ”).
6.0	Clause 5.1.5	In the event that two or more Bidders quote the same amount of Operation Fee (the “ Tie Bidders ”), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.	In the event that two or more Bidders quote the same amount of Variable Operation Fee (the “ Tie Bidders ”), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
7.0	Clause 7 Operation Fee and Tariff	<p>Authority shall pay to the Operator from the Effective Date, the Operation Fee as follows:</p> <ul style="list-style-type: none"> (a) for the TEU Loaded Container handled and invoiced by the Operator – the fees shall be payable as per the rate quoted as per Appendix I of this RFP Agreement (“Per TEU Loaded Container Fees”); (b) for the FEU Loaded Container handled and invoiced by the Operator – the fees shall be payable at the rate of 150% of the Per TEU Loaded Container Fees; 	<p>Authority shall pay the following to the Operator from the Effective Date:</p> <p>7-1 Fixed Fee</p> <p>7-1-1 The Authority shall pay a Fixed Fee of Euro 55,000 per month during the contract period to the Selected Bidder.</p> <p>7-1-2 Fixed Fee shall be payable in monthly instalments within fifteen (15) days of completion of every month of operations of the Terminal Area by the Operator. It is clarified that the Fixed Fee shall be paid by Authority to the Operator in Euros or in Equivalent Rials based on prevailing exchange rate of SANA system on the date of payment.</p> <p>7-2 Variable Operation Fees payment to Operator</p>

S.No	Clause Reference	Existing Clause / Provision	Revised Clause / Provision
		<p>(c) for the Empty Container handled and invoiced by the Operator – the fees shall be payable at the rate of 50% of the Per TEU Loaded Container Fees;</p> <p>(d) For subsidiary services for which the tariff is set out in the Approved Tariff’s booklet, the Operator would be entitled to receive 50% the amounts of the revenue share from the Authority.</p> <p>(e) For other subsidiary services for which the tariff is not set out in the Approved Tariff’s booklet, the Operator would be entitled to receive 50% the amounts of the revenue share from the Authority.</p>	<p>7-2-1 The Authority (IPGL Chabahar Free Zone) shall pay to the Operator from the Effective Date, the Variable Operation Fees as follows:</p> <p>a) for the TEU Loaded Container handled and invoiced by the Operator – the fees shall be payable as per the rate quoted as per Appendix I of this RFP Agreement (“Per TEU Loaded Container Fees”);</p> <p>b) for the TEU Loaded Container handled and invoiced by the Operator – the fees shall be payable at Euros [●] per TEU Loaded Container (“Per TEU Loaded Container Fees”);</p> <p>c) for the FEU Loaded Container handled and invoiced by the Operator – the fees shall be payable at the rate of 150% of the Per TEU Loaded Container Fees;</p> <p>d) for the Empty Container handled and invoiced by the Operator – the fees shall be payable at the rate of 50% of the Per TEU Loaded Container Fees;</p> <p>e) For payment of general cargo handled by the operator, tonnage handled shall be converted to TEU basis 13 tons per TEU.</p> <p>f) After deduction of PMO’s share of revenue from Subsidiary Services and storage of cargo / container, Authority shall share 10% of the remaining amount with the Operator.</p>
8.0	<p>Appendix I Letter Comprising Bid, S.No 21</p>	<p>21. The Operation Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Operation Agreement, our own estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.</p>	<p>21. The Variable Operation Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Operation Agreement, our own estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.</p>

S.No	Clause Reference	Existing Clause / Provision	Revised Clause / Provision
9.0	Appendix I Letter Comprising Bid, S.No 25	25. I / We require Operation Fee of Rials..... (amount in numerics and in words) on per TEU basis	25. I / We require Variable Operation Fee of Euro (amount in numerics and in words) on per TEU basis (“Per TEU Loaded Container Fees”)
10.0	Appendix V : Joint Bidding Agreement – Point 6 (b)	6(b) :Consolidated invoices for the services in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Member in Charge and the Authority shall have the right to release payments solely to the Member in Charge and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc.	6 (b) Consolidated invoices for the services in relation to the Agreement performed by all the Members shall be prepared and submitted by the Member in Charge and the Authority shall have the right to release payments solely to the Member in Charge and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc.
11.0	Appendix VII: Technical Capacity of the Applicant	Appendix VII: Technical Capacity of the Applicant	Revised format for Appendix VII is attached in Annexure-1 of Addendum 1

Annexure – 1

Appendix VII: Technical Capacity of the Applicant

Applicant type [#]		Experience	
		Annual throughput of Technical Experience from Container Terminal (in TEUs)	Annual throughput of Technical Experience from Multipurpose Terminal (Tonnes)
Name of Applicant	Year – 1, [●] (<i>insert financial year</i>)		
	Year – 2, [●] (<i>insert financial year</i>)		
	Year – 3, [●] (<i>insert financial year</i>)		
Total			

[@] Provide details of only those projects that have been undertaken by the Applicant under its own name

- In case of consortium, the above table shall be replicated for each member of the consortium.
- Provide authentic and legitimate documentary evidence in support of the above information. Language for such documentary evidence should be either in English or Persian.

Corrigendum cum Addendum – 2

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 29th March 2018

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	Article 3 Terms of Agreement	<p>ARTICLE 3- TERM OF AGREEMENT</p> <p>This Agreement will be for a term of one solar year (12 Months). This Agreement shall commence on Commercial Operations Date in accordance with the provisions of this Agreement.</p> <p>Note 1: upon the expiration of the Agreement, the term of the Agreement can be extended for another period of 12 months on half yearly (6 + 6 months) basis upon the consent of the Authority subject to the mutually agreed conditions.</p>	<p>ARTICLE 3- TERM OF AGREEMENT</p> <p>This Agreement will be for a term of Eighteen Months (18 Months). This Agreement shall commence on Commercial Operations Date in accordance with the provisions of this Agreement.</p> <p>Note 1: upon the expiration of the Agreement, the term of the Agreement can be extended for another 06 months, with same terms and conditions at Authority’s discretion.</p>
2.0	Article 5 Operation Fee	<p>Article 5 Operation Fee</p> <p>5-1 Operation Fees payment to Operator</p> <p>5-1-1 The Authority (IPGL Chabahar Free Zone) shall pay to the Operator from the Effective Date, the Operation Fees as follows:</p> <p style="padding-left: 40px;">a) for the TEU Loaded Container handled and invoiced by the Operator – the fees shall be payable at Euros</p>	<p>Article 5: Fixed Fee and Variable Operation Fee</p> <p>5-1 Fixed Fee</p> <p>5-1-1 The Authority shall pay a Fixed Fee of Euro 55,000 per month during the Agreement period to the Selected Bidder.</p> <p>5-2-2 Fixed Fee shall be payable in monthly instalments within fifteen (15) days of completion of every month of operations of the Short Term Terminal Area by the Operator. It is clarified that</p>

S.No	Clause Reference	Existing Clause / Provision	Revised Clause / Provision
		<p>[●] per TEU Loaded Container (“Per TEU Loaded Container Fees”);</p> <p>b) for the FEU Loaded Container handled and invoiced by the Operator – the fees shall be payable at the rate of 150% of the Per TEU Loaded Container Fees;</p> <p>c) for the Empty Container handled and invoiced by the Operator – the fees shall be payable at the rate of 50% of the Per TEU Loaded Container Fees;</p> <p>5-1-2 It is clarified that the Operator’s services for which the Operation Fees is payable by the Authority to the Operator shall include all Terminal Services as defined in 1-1-7 including:</p> <p>i. the loading & unloading the Cargo from vessel, handling to terminal, stowing in container yard and delivering to transport vehicle arranged by the Cargo owner;</p> <p>ii. receipt of Cargo from the owner, stowing in container yard, handling to ship and loading on a vessel; and</p> <p>iii. Container lashing and unlashng whether it be Quick Release Type or Manual.</p> <p>iv. Other than the Operation Fees, the Authority or any other third party shall not be liable to pay any other amount/fee to the Operator for any of the aforesaid services or any other Terminal Services.</p> <p>v. It is further clarified that the handling of any</p>	<p>the Fixed Fee shall be paid by Authority to the Operator in Euros or in Equivalent Rials based on prevailing exchange rate of SANA system on the date of payment.</p> <p>5-2 Variable Operation Fees payment to Operator</p> <p>5-2-1 The Authority (IPGL Chabahar Free Zone) shall pay to the Operator from the Effective Date, the Variable Operation Fees as follows:</p> <p>a) for the TEU Loaded Container handled and invoiced by the Operator – the fees shall be payable at Euros [●] per TEU Loaded Container (“Per TEU Loaded Container Fees”);</p> <p>b) for the FEU Loaded Container handled and invoiced by the Operator – the fees shall be payable at the rate of 150% of the Per TEU Loaded Container Fees;</p> <p>c) for the Empty Container handled and invoiced by the Operator – the fees shall be payable at the rate of 50% of the Per TEU Loaded Container Fees;</p> <p>d) For payment of general cargo handled by the operator, tonnage handled shall be converted to TEU basis 13 tons per TEU.</p> <p>e) After deduction of PMO’s share of revenue from Subsidiary Services and storage of cargo / container, Authority shall share 10% of the remaining amount with the Operator.</p> <p>5-2-2 It is clarified that the Operator’s services for which the Variable Operation Fees is payable by the Authority to the</p>

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		<p>transshipment Cargo including its entry into and exit from the Port shall be considered as one move for the purposes of the Operation Fees. The transshipment Cargo shall include Cargo transfer from one ship to another ship in harbour or berth. This transfer may be direct (from ship to ship) or indirect (discharge from one ship at quay and reload to another ship).</p> <p>5-1-3 The Authority shall pay the Operation Fees to the Operator commencing from the Effective Date, in quarterly installments within thirty (30) days of completion of every third month of operation and raising of the invoice thereafter by the Operator in this regard. It is clarified that the Operation Fee shall be paid by the Authority / Project SPV to the Operator in Euros or in Equivalent Rials based on exchange rate of SANA system.</p> <p>5-1-4 The actual traffic to be referred for final verification/ reconciliation of the Operation Fee shall be the traffic handled and invoiced by the Operator as certified by the Independent Auditor at the end of Financial Year. The verification/ reconciliation of the Operation Fee shall be completed within 60 days of the commencement of the next Financial Year and any discrepancy in the Operation Fees will be addressed by the way of an adjustment against the Operation Fee payable by the Authority / Project SPV to the Operator in the next Financial Year.</p> <p>5-2 Other Financial Terms</p>	<p>Operator shall include all Terminal Services as defined in 1-1-7 including:</p> <ul style="list-style-type: none"> a) the loading & unloading the Cargo from vessel, handling to terminal, stowing in container yard and delivering to transport vehicle arranged by the Cargo owner; b) receipt of Cargo from the owner, stowing in container yard, handling to ship and loading on a vessel; and c) Container lashing and unlashng whether it be Quick Release Type or Manual. d) It is further clarified that the handling of any transshipment Cargo including its entry into and exit from the Port shall be considered as one move for the purposes of the Variable Operation Fees. The transshipment Cargo shall include Cargo transfer from one ship to another ship in harbour or berth. This transfer may be direct (from ship to ship) or indirect (discharge from one ship at quay and reload to another ship). <p>5-2-3 The Authority shall pay the Variable Operation Fees to the Operator commencing from the Effective Date, in monthly installments payable within fifteen (15) days of completion of every month of operations of the Short Term Terminal Area by the Operator. It is clarified that the Variable Operation Fee shall be paid by Authority to the Operator in Euros or in Equivalent Rials based on prevailing exchange rate of SANA system on the date of payment.</p> <p>5-3 Other Financial Terms</p>

S.No	Clause Reference	Existing Clause / Provision	Revised Clause / Provision
		<p>5-2-1 Operator shall comply with all applicable laws and regulations of the country and applicable deduction to this Agreement.</p> <p>5-2-2 Operator must comply with all laws and regulations in relation to goods which are declared by the special economic zone administration as Abandoned or Expired, such laws and regulations include Customs law and executive bylaws thereon as well as SBPA / PMO's executive procedures (current or future) and regulations that selling organization has laid down and, if applicable, the provisions of law appertaining to establishment and administration of free and special zones and executive bylaws thereon.</p>	<p>5-3-1 Operator shall comply with all applicable laws and regulations of the country and applicable deduction to this Agreement.</p> <p>5-3-2 Operator must comply with all laws and regulations in relation to goods which are declared by the special economic zone administration as Abandoned or Expired, such laws and regulations include Customs law and executive bylaws thereon as well as SBPA / PMO's executive procedures (current or future) and regulations that selling organization has laid down and, if applicable, the provisions of law appertaining to establishment and administration of free and special zones and executive bylaws thereon.</p> <p>5-3-3 Fixed and Variable Operation Fee is exclusive of Value Added Tax (VAT). Operator shall add VAT on the invoices issued to the Authority based on applicable laws. Only VAT amount shall be added to the invoices issued to the Authority as per applicable laws.</p>
3.0	Article 7 Insurance and Compensation	<p>7.11 Insurance and Compensation</p> <p>7.11.1 Within 20 days from the COD the Operator shall provide and maintain the following insurance policies during the Agreement from reputed Iranian insurer approved by SBPA / PMO, at his own cost, and shall submit to the Authority the certified copies thereof.</p>	<p>7.11 Insurance and Compensation</p> <p>7.11.1 Within 20 days from the permission to use the Terminal Area as per Article 8.1 and before COD, the Operator shall provide and maintain the following insurance policies during the Agreement from reputed Iranian insurer approved by SBPA / PMO, at his own cost, and shall submit to the Authority the certified copies thereof.</p>

S.No	Clause Reference	Existing Clause / Provision	Revised Clause / Provision
		<ul style="list-style-type: none"> • The Operator shall at its cost, in line with execution of the subject of Agreement, purchase third party liability insurance policies in Operator's name, for owners of goods, ships and other relevant people • The insurance policy to be obtained by the Operator, shall be finalized by a consultative committee comprising of one each representative of the PMO / SBPA, Authority, Operator and the insurance company to address the suggestions, in line with the terms of the Agreement, in a comprehensive manner. The Organization central policy will be followed for the purpose of obtaining insurance and identifying the insurer. • The Operator shall ensure that he takes adequate insurance coverage of the employees working on the Terminal and Infrastructure Facilities. • Operator shall take adequate insurance coverage for the facilities like terminal area, container/multi-purpose berth, container/cargo yards (Approximately 10 Ha), administration and welfare building, workshops, installations public utility & facilities. 	<ul style="list-style-type: none"> • The Operator shall at its cost, in line with execution of the subject of Agreement, purchase third party liability insurance policies in Operator's name, for owners of goods, ships and other relevant people • With SBPA / PMO as the beneficiary, the Operator undertakes to, at his own cost, purchase all risk insurance policies for the installations provided to the Operator, other than the berth and marine infrastructure constructed/provided by the SBPA / PMO. • The insurance policy to be obtained by the Operator, shall be finalized by a consultative committee comprising of one each representative of the PMO / SBPA, Authority, Operator and the insurance company to address the suggestions, in line with the terms of the Agreement, in a comprehensive manner. The Organization central policy will be followed for the purpose of obtaining insurance and identifying the insurer. • The Operator shall ensure that he takes adequate insurance coverage of the employees working on the Terminal and Infrastructure Facilities. • Operator shall take adequate insurance coverage for the facilities like terminal area, container / multi-purpose berth, container/cargo yards (Approximately 10 Ha), administration and welfare building, workshops, installations public utility & facilities. • In case of occurrence of any damage to the berths, installation and buildings, of the SBPA / PMO and goods

S.No	Clause Reference	Existing Clause / Provision	Revised Clause / Provision
			<p>and ships of customers, as a result of Operator or his personnel's Default, the Operator shall pay to the extent covered by the insurance policies of the Operator. For avoidance of doubt, compensation payable to above mentioned customers arising out of Operator's fault, shall not be limited by materiality.</p> <ul style="list-style-type: none"> • Operator must not delay in furnishing the insurance policy documents as set out under this Agreement. In case of any delay, Operator shall pay relevant penalties as stipulated in Error! Reference source not found. of this Agreement. <p>7.11.2 In the event of Operator's failure in providing appropriate insurance protection, as approved by the consultative committee, for its establishments and personnel in a timely fashion, Operator shall be responsible to compensate any losses that it may incur to port areas and facilities, ship, cargo or any financial and life damages to other natural persons and legal entities. This provision is applicable to other Agreements that Operator may enter into with third parties as well.</p> <ul style="list-style-type: none"> • The value of the goods for the payment of compensation (loss, deficit, corruption, fracture and destruction) to the cargo owners shall be the value of (CIF), which is specified in the purchase documents. • The deadline for payment of compensation for the damages to vessel, goods and containers or financial losses to other natural persons and legal persons by the Operator shall be as per applicable rules and regulations.

S.No	Clause Reference	Existing Clause / Provision	Revised Clause / Provision
4.0	Article 7	New Clause in Article 7	<p>7.16 Repair and Maintenance of Buildings & Facilities</p> <p>7.16.1 Repair and maintenance of areas, storages, access ways, buildings and facilities (water, electricity, gas, telephone and IT lines within the Agreement as per Annex 2 and 3) surrounding the terminal, and procurements of building materials, paints etc., in accordance with Annex 8, as well as all actions that are necessary for better maintenance and operation of the terminal are an obligation of Operator at its own cost under the term of this Agreement.</p> <p>7.16.2 Operator is allowed to make some changes and corrections at buildings and technical conditions of the facilities within the allocated area at its own cost with a prior written approval of the Authority.</p>
5.0	Article 7	New Clause in Article 7	<p>7.17 Additional Equipment</p> <p>7.17.1 Other than the equipment provided by the Authority as per Annexure 4, Operator is free to provide any additional equipment for the provision of Terminal Services at its own cost, subject to approval of Authority.</p> <p>7.17.2 Operator shall be responsible for repair & maintenance of such additional equipment as per good industry practice. Operator shall submit to the Authority, safety certificate issued by the classification institutions in accordance with the operational and technical standards during the Agreement period.</p>

S.No	Clause Reference	Existing Clause / Provision	Revised Clause / Provision
			7.17.3 During the Agreement period, Operator shall maintain insurance for such additional equipment from reputed Iranian insurer approved by Authority, at his own cost, and shall submit the certified copies to the Authority.
6.0	Article 8 Authorities Obligation	<p>ARTICLE 8–AUTHORITY’S OBLIGATIONS</p> <p>8.1 Within signing and notification of this Agreement and prior to Commercial Operations Date, Authority shall provide permission to use the Terminal Area and the Terminal Facilities to the Operator, without any Encumbrances and in such a manner that the Terminal Area and the Terminal Facilities are “fit for purpose” in order for the Operator to discharge its obligations;</p> <p>8.2 Authority undertakes to provide the equipment from the list in Annex 4 to the Operator and granting permission to operate the equipment for the agreed Agreement Term. .</p> <p>8.3 Following the signing of the Agreement the Authority shall facilitate through SBPA / PMO to obtain the necessary permits for the entry and exit of its managers, employees and all persons needed by the Operator as per applicable rules and regulation, upon written request, for the fulfillment of its duties.</p>	<p>ARTICLE 8–AUTHORITY’S OBLIGATIONS</p> <p>8.1 Within signing and notification of this Agreement and prior to Commercial Operations Date, Authority shall provide permission to use the Terminal Area and the Terminal Facilities to the Operator, without any Encumbrances and in such a manner that the Terminal Area and the Terminal Facilities are “fit for purpose” in order for the Operator to discharge its obligations;</p> <p>8.2 On request of the Operator, Authority shall facilitate through SBPA / PMO to provide the equipment from the list in Annex 4 to the Operator and granting permission to operate the equipment for the agreed Agreement Term.</p> <p>8.3 Following the signing of the Agreement the Authority shall facilitate through SBPA / PMO to obtain the necessary permits for the entry and exit of its managers, employees and all persons needed by the Operator as per applicable rules and regulation, upon written request, for the fulfillment of its duties.</p> <p>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</p>

S.No	Clause Reference	Existing Clause / Provision	Revised Clause / Provision
		<p>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>8.5 Authority shall facilitate through SBPA / PMO to offer firefighting and rescue services in case of an emergency or at the request of the Operator. The Operator undertakes to pay all expenses related to operations and consumed materials on the basis of the tariffs set by the Organization.</p> <p>8.6 Authority shall facilitate through SBPA / PMO in conducting training programs for the Operator`s employees and shall issue related certificates to the trained personnel. All related costs of holding training courses shall be borne by the Operator;</p>	<p>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>8.5 Authority shall facilitate through SBPA / PMO to offer firefighting and rescue services in case of an emergency or at the request of the Operator. The Operator undertakes to pay all expenses related to operations and consumed materials on the basis of the tariffs set by the Organization.</p> <p>8.6 Authority shall facilitate through SBPA / PMO in conducting training programs for the Operator`s employees and shall issue related certificates to the trained personnel. All related costs of holding training courses shall be borne by the Operator;</p> <p>8.7 Authority shall facilitate through SBPA / PMO in carrying out repair and maintenance of equipment for the purpose of keeping them in operational readiness condition as per a PM plan and Annex 4 and provide corresponding safety certificate issued by the classification institutions in accordance with the operational and technical standards during the contract term in the Terminal.</p> <p>8.8 Authority shall facilitate through SBPA / PMO the manner of issuance of invoices relating to the operation of the Terminal</p>

S.No	Clause Reference	Existing Clause / Provision	Revised Clause / Provision
			<p>(such as preliminary bills, insurance costs, port charges, direct delivery bill and etc.) through a written notice to the Operator</p> <p>8.9 On the request of the Operator, Authority shall facilitate through SBPA / PMO to provide the equipment from the list in Annex 4 to the Operator with the execution of the handover/takeover minutes.</p>
7.0	Article 9 Others Terms of Agreement	<p>Clause 9.3: In view of the Operator's obligation to provide Terminal Services, if the Operator, for any reason whatsoever, fails to render the services on the Operator's default, the Authority shall have the right to provide services needed by clients using the facilities of other legal entities. In this case, the Operator will not get any Operation Fee from operations performed by third parties.</p>	<p>Clause 9.3: In view of the Operator's obligation to provide Terminal Services, if the Operator, for any reason whatsoever, fails to render the services on the Operator's default, the Authority shall have the right to provide services needed by clients using the facilities of other legal entities. In this case, the Operator will not get any Fixed and Variable Operation Fee from operations performed by third parties. Fixed Fee will be adjusted for the period, Operator fails to render the services on the Operator's default.</p>