

CORRIGENDUM-IV**Ref. Tender Notice No.:** KOPT/KDS/CIV /T/2205/52 **Date** 06.12.2017

CORRIGENDUM-I vide no. KOPT/KDS/CIV/T/2205/2085 Date: 28.12.2017

CORRIGENDUM-II vide no. KOPT/KDS/CIV/T/2205/122 Date: 11.01.2018

CORRIGENDUM-III vide no. KOPT/KDS/CIV/T/2205/212 Date: 20.01.2018

E Tender No. KoPT/Kolkata Dock System/CE/192/17-18/ET/465

Name of Work :-E- Tender for “Selection of Consultant For Preparation of Techno-Economic Feasibility Report (TEFR), Detailed Project Report (DPR), Environment Impact Assessment including Environment Management Plan (EIA & EMP) and Bid Documents for Development of a Deep Sea Port at Tajpur, West Bengal.

Page Ref.	In place of	To be read as
Page 98 , Section 2d of Appendix D of the Integrity Pact	Annexure-P (not attached earlier)	Annexure-P (Detail mentioned below) As attached now.

All other terms & conditions and Clauses will remain same as per original

E Tender No. KoPT/Kolkata Dock System/CE/192/17-18/ET/465

Enclo. As Stated.

Superintending Engineer
For मुख्य अभियंता / Chief Engineer

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.1 There shall be compulsory registration of Indian agents of Foreign suppliers for all Tenders. An agent who is not registered with KoPT shall apply for registration in the prescribed Application-Form.
- 1.2 Registered agents will file an authenticated Photostat copy (duly attested by a Notary Public)/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/retainer ship being paid by the principal to the agent before the placement of order by KoPT.
- 1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/REPRESENTATIVES IN INDIA. IF ANY.

- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it is to be conformed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/remuneration if any, payable to his agents/ representatives in India, is to be paid by KoPT in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

- 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents /representatives.
- 2.2.2 The amount of commission/remuneration included in the price(s) quoted by the Tenderer for himself.

- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remunerations, if any, reserved for the Tenderer in the quoted price(s), is to be paid by KoPT in India in equivalent Indian Rupees.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by KoPT. Besides this there would be a penalty of banning business dealings with KoPT or damage or payment of a named sum.