

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

HALDIA DOCK COMPLEX

Tender No. SDM (P&E)/T/ 62 /2019-2020

E-Tender No. 2020_KoPT_552403_1

FOR

Supply, Installation, Testing and Commissioning of 11kV/3.3kV/415V Panel along with allied works for augmentation of GC Berth Sub-station including construction of sub-station building at GC Berth area of Haldia Dock Complex, SMP, Kolkata.

ADDENDUM - V

CORRECTIONS / ADDITIONS / DELETIONS, ETC.

[Total Number of Pages : 3]

NOTE :

1. This "Addendum-V" should be read in conjunction with Bidding Document (including Notice Inviting e-Tender).
2. Consequential changes, arising out of this Addendum-V, will be deemed to have been effected, even if the same were not incorporated specifically in the Bidding Document.
3. All other terms and conditions of the Bidding Document (including Notice Inviting e-Tender) will remain unchanged.

Addendum –V

Tender No. SDM (P&E)/T/ 62 /2019-2020

E-Tender No. 2020_KoPT_552403_1

Sl. No.	Page No.	Clause No.	As specified in the Bidding Document	To be deleted & read as / Remarks
1.	6-7	SOT 3.11	i) Starting date & time of submission of e-Tender at https://eprocure.gov.in/eprocure/app 15.09.2020 from 11:00 Hrs. (IST).	i) Starting date & time of submission of e-Tender at https://eprocure.gov.in/eprocure/app 15.09.2020 from 11:00 Hrs. (IST).
			ii) Closing date & time of submission of e-Tender at https://eprocure.gov.in/eprocure/app 30.09.2020 up to 15:00 Hrs. (IST).	ii) Closing date & time of submission of e-Tender at https://eprocure.gov.in/eprocure/app 15.10.2020 up to 15:00 Hrs. (IST).
			iii) Date & time of opening of Techno-commercial Bid at https://eprocure.gov.in/eprocure/app 01.10.2020 up to 15:30 Hrs. (IST) onwards.	iii) Date & time of opening of Techno-commercial Bid at https://eprocure.gov.in/eprocure/app 16.10.2020 up to 15:30 Hrs. (IST) onwards.
2.				Bank Guarantee format for submission of EMD attached as Annexure-H.
3.	6-7	SOT 3.6	Completion Period-18Months	Completion Period-14Months
4.	243	Clause No. 7.65	<u>Clause No. 7.65.1</u> Completion Period All the jobs (including submission of As Built Drawings), as per contract, are to be completed within 18 (Eighteen) months from the date of issue of Letter of Acceptance (LOA) [i.e. award of contract].	<u>Clause No. 7.65.1</u> Completion Period All the jobs (including submission of As Built Drawings), as per contract, are to be completed within 14 (Fourteen) months from the date of issue of Letter of Acceptance (LOA) [i.e. award of contract].

BANK GUARANTEE FORMAT (Earnest Money Deposit)

To

The Board of Trustees,

For the Port of Kolkata.

BANK GUARANTEE NO..... DATE.....

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Trustees of the Port of Kolkata, a Body Corporate, duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt M/s....., a Proprietary / Partnership / Limited / Registered Company, having its Registered office at(hereinafter referred to as "The Contractor") from cash payment of Earnest Money Deposit in connection with Tender No..... for.....(write the name of the work as per tender) for the due fulfilment by the contractor of all the terms and conditions contained in the said tender, on submission of a Bank Guarantee for Rs.....(Rupees.....), we..... Bank Branch, Kolkata...../Haldia, do, on the advice of the bidder, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees.....).

1. We, Bank.....Branch, Kolkata / Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We, ... Bank..... Branch, Kolkata/Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Kolkata Port Trust" without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us.....(Name of Bank),Branch, Kolkata/Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We..... Bank.....Branch, Kolkata/Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the bidder.
2. We..... Bank.....Branch, Kolkata / Haldia, further agree that a mere demand by the Trustees at any time and in the manner aforesaid is sufficient for us..... Bank..... Branch, Kolkata / Haldia, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the bidder and no protest by the bidder, made either directly or indirectly or through Court, can be valid ground for us.....BankBranch, Kolkata / Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. WeBank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for finalization of the tender and that it shall continue to be enforceable till all the terms and conditions of the said tender have been fully honoured /fulfilled by the bidder and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofdays of.....20--- and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 1 (one) calendar month from the expiry of the aforesaid validity period up to.....or any extension thereof made by us.....Bank.....Branch, Kolkata / Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the bidder for such extension of validity of this Bank Guarantee.

4. We.....Bank. Branch, Kolkata / Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said tender or to extend the time for full performance of the said tender including fulfilling all obligations under the said tender or to extend the time for full performance of the said tender including fulfilling all obligations under the said tender by the bidder or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the bidder and to forebear or enforce any of terms and conditions relating to the said tender and we..... Bank.....Branch, Kolkata / Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the bidder or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the bidder or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving usBankBranch, Kolkata / Haldia.

5. We,Bank.Branch, Kolkata / Haldia, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Trustees in writing.

SIGNATURE.....

NAME.....

DESIGNATION.....

(Only constituted attorney for and on behalf of)

BANK.....

BRANCH.....Kolkata/Haldia.