

ADDENDUM

KOLKATA PORT TRUST **KOLKATA DOCK SYSTEM** **Mechanical & Electrical Engineering Department**

N.I.T. No. KoPT/KDS/Mech/DC-III/ADV/525 dated 22.04.2019

Subject / Work title : “Supply and operation of 2 nos. Bus, Model: Force-Traveller or equivalent of about 25/26 seating capacity to be deployed at NSD of Kolkata Port Trust round-the-clock for a period of 3 years”

Pursuant to the queries raised by the intending tenderers & discussed in the Pre-bid meeting held on **29.04.2019**

The representatives of the following prospective Tenderers attended the Pre-bid Techno-commercial conference held on **29.04.2019** for the tendered work:

- (i) **M/s R. K. Enterprise,**
- (ii) **M/s Super Highway Labs Pvt. Ltd.,**
- (iii) **M/s Promod Kumar & Bros.,**
- (iv) **M/s Manna Transport Service &**
- (v) **M/s Baroma Transport**

All the points raised in the pre-bid meeting by intending tenderers as per the above list as well as those of the written submission as received from them by e-mail/letter and as given below were discussed in details by the Tender Committee in its meeting held on **07.05.2019**. The Tender Committee has decided regarding clarification/decision against each of the queries raised by the intending bidders. Accordingly, such queries verbatim along with the clarifications thereon made by KoPT (herein by the tender committee) are juxtaposed in the following tables:-

A.1. Points raised by M/s Super Highway Labs Pvt. Ltd., Kolkata in their e-mail dated 29.04.2019 before pre-bid meeting :-

Sl. No.	Submission by the intending tenderer (w.r.t. relevant clauses of the Tender document)	KoPT's clarifications/decisions
1	According to Section B point number 2, we have to attach copy of proof of registered office in Kolkata. We have a branch office in Kolkata, can we attach the address of branch address?	Yes, the branch office of Kolkata will suffice the requirement in place of having its own registered office in West Bengal, as against Clause II, Page 9 of the tender document
2	What is the kilometer run each day for one vehicle and what is the number of working days?	About 120 to 130 kilometer per day per vehicle which will operate round-the-clock for 24 hours. The vehicles are to be operated round-the-clock for 365 days.
3	What is requirement of bus, is it AC or non AC?	It is non-AC.

A.2. Points raised by M/s R. K. Enterprise, Kolkata – 700 023 during pre-bid meeting vide their letter dated 29.04.2019:-

1	Fuel Escalation : As per your special condition of contract (page no. 29 clause no. 33) rate of consumption of HSD per run of Bus 10 km for 1 ltr. The Bus runs inside the KoPT's different points a very low speed (maximum 5 to 8 km per hour) As a result fuel consumption will be higher. We are requesting to your goodself kindly increase the escalation from 0.10 ltr. to 0.20 ltr./km.	The tender terms remain unaltered.
2	Replacement: In case of any vehicle became unavailable due to breakdown for any reason we will replace another vehicle. In that case age bar of vehicle may please be relaxed.	In case any vehicle becomes unavailable due to breakdown or for any reason, the same shall have to be replaced by another vehicle immediately. In that case, the age of the replacing vehicle shall be such that the date of registration of that vehicle would be on or after 01.04.2012. However, if the original vehicle is not put back in service within 24 hours of its unavailability, then the contractor will be paid 80% of the contract rate after the aforesaid 24 hours time till the original vehicle is put back in service.
3	It is further requested that if we are the lowest bidder, in that event we require at least 60 to 90 days to purchase new buses and to procure for new registration, permit and other office work.	In case the successful tenderer desires to purchase new buses for supplying and operating the same against the instant tender, then a time of 60 days will be given by KoPT from the date of placement of LOI (Letter of Intent) on the successful tenderer.

ADDITIONAL POINTS:

Sl. No.	KoPT's clarifications (w.r.t. relevant clauses of the Tender document)
1	Date of closing of tender should be read as 27.05.2019 on 14.00 hrs instead of 27.05.2019 on 17.00 hrs. (as mentioned at page 1)
2	The attached Joint Venture Terms & Formats (12 pages) are to be added after clause 1.5(page 5), clause VII (page 9) & clause 1(page 12) of the Pre-Qualification criteria of the tenderer as new clause.

All other terms and conditions of the tender shall remain unaltered.
The above Addendum shall be a part of the Tender Document as per terms of the original tender and the same shall have to be submitted alongwith the techno-commercial part of the tender.

Dated : 10.05.2019

Chief Mechanical Engineer

Joint Venture Terms & Formats

In case the tender is submitted in joint venture (JV), the Bidder shall submit the following confirmation along with their offer submitted for this tender.

- i.) All joint venture agreements shall ensure that all parties of the joint venture are individually and jointly responsible for the tender conditions and such agreements are legally valid.
- ii.) Joint venture should be in the nature of legally acceptable agreements and such agreements should be notarized as per format **Annexure-FF**.
- iii.) Such joint venture agreement should contain explicitly the scope and responsibilities of all the partners in the joint venture in terms of financial and technical commitments/contribution. The members of JV should be equally, severally and jointly responsible.
- iv.) One of the members of the joint venture (JV) shall be authorized as being in-charge (lead member), and this authorization shall be evidenced by a power of attorney duly signed by the authorized signatories of the joint venture (JV) Members as per the format enclosed in the tender document as (**Annexure-BB**).
- v.) The Lead Partner shall be authorised to incur liabilities and receive instructions for & on behalf of any & all the partners. The entire execution of the contract, including payment, shall be carried out exclusively through the Lead Partner. During the entire period of the contract, the Lead Partner cannot be changed. In the event of the Lead Partner becoming defunct, selection of the new Lead Partner would be made, as may be mutually agreed between the remaining partner(s) and KoPT, without any additional financial involvement. As the approval towards such new Lead Partner is the sole discretion of KoPT, it must be approved by them, in writing. The said new Lead Partner shall also be jointly, as well as severally, liable with the remaining partner(s) for the satisfactory performance of the contract as per the scope of these bidding documents.
- vi.) The validity of the joint venture agreement entered upon on the award of Letter of Acceptance (LOA) by the port should continue for the entire period of contract as specified in the tender. All such agreements shall be irrevocable for the above periods.
- vii.) Where the bidder is a joint venture (JV), the average annual financial turnover of the individual members forming the joint venture (JV) shall be submitted.
- viii.) The purchaser of the tender document must be a member of the joint venture (JV) submitting the tender.
- ix.) It is clarified that an unsuccessful bidder or JV shall not be permitted to join a successful JV whose bid is accepted at a later date.
- x.) In case of a joint venture (JV), the combined Technical and Financial Capability of those members forming the Joint Venture as explained in this tender document, should satisfy the conditions of eligibility as defined in the pre-qualification criteria of the tender document.

- x) A Power of Attorney is to be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10 by all members of the joint venture for signing of tender as per format **Annexure-AA**.
- xi) Further, a Power of Attorney is to be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10 by the lead member of the joint venture for signing of tender as per format **Annexure-BB**.
- xii) Details of similar works executed successfully by the tenderer and details of financial capability of the tenderer is to be submitted as per format **Annexure-CC** & **Annexure-DD** respectively.
- xiii) All the members of the Joint Venture participating in the tender must not have been debarred by the Central / State Government or any Entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind. An undertaking in this regard shall be given by the Tenderer in the Covering Letter as per **Annexure-EE**.

Annexure-AA

Format For Power Of Attorney For Signing Of Tender

(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10)

Dated: _____

POWER OF ATTORNEY

To whomsoever it may concern

Mr. _____ [Name of the Person(s)],
residing at _____ [Address of the person(s)], acting
as _____

(Designation of the person and name of the firm), and whose signature is attested below, is hereby authorized on behalf of _____

[Name of the Tenderer (in case of a Joint Venture, name of the lead member)] to sign the tender [(Tender No.and (Tender subject- ".....")]] and

submit the same and is hereby further authorized to provide relevant information/ document and respond to the enquiry's etc. as may be required by Kolkata Port Trust (KoPT) in respect of the tender.

And I/ we hereby agree that all acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done by us and I/ we undertake to ratify and confirm all and whatsoever that my / our said attorney shall lawfully do or cause to be done for me / us by virtue of the power hereby given.

(Attested signature of Mr. _____)

For _____ (Name of the Tenderer / Joint Venture Members with Seal)

Note –

(In case of Joint Venture, representative of all members must sign)

Format For Power Of Attorney For Lead Member Of Joint Venture

(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10)

POWER OF ATTORNEY

Whereas Kolkata Port Trust (“the Authority”) has invited tenders from interested parties for “.....” (Tender No.).

Whereas,,, And (collectively the “Joint Venture”) being members of the Joint Venture are interested in bidding for the Tender in accordance with the terms and conditions of the Tender Document and other connected documents in respect of the said tender, and

Whereas, it is necessary under the Tender Document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Tender and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s. having our registered office at, M/s..... having our registered office at, M/s. having our registered office at, and M/s. having our registered office at, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby designate, nominate, constitute, appoint and authorize M/s. having its registered office at, being one of the members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the Contract, during the execution of the contract, and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Joint Venture and submission of its bid(s) for the tender, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre Bid and other conferences/meetings, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid(s) of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture’s bid(s) for the tender and/or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us / Joint Venture.

IN WITNESS HEREOF WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS
DAY OF2019

For
.....
(Name & Title)
For
.....
(Name & Title)
For
.....
(Name & Title)

Witnesses:

- 1.
- 2.
-

(To be executed by all the members of the Joint Venture)

KOLKATA PORT TRUST

“Supply and Operation of Jeep type vehicles/SUVs (more than 2400 cc engine capacity) on hiring basis for KDS for 3 years vide NIT No. KoPT/KDS/Mech/DC-III/ADV/522 dated 25.03.2019

	Name of the similar project / work executed successfully.	Period of the project	Value of the project
Single Entity			
Joint Venture Member 1			
Joint Venture Member 2			

Instructions:

1. The single entity tenderer / each member of Joint Venture should furnish its details in the appropriate column.
2. The description of each of the project/work shall have to be provided while giving the following details:
 - (a) Location of the project/work
 - (b) Contact details of the concerned projects/work
 - (i) Name of Contact Person(s)
 - (ii) Designation(s)
 - (iii) Address
 - (iv) Telephone/Mobile No.
 - (v) Fax
 - (vi) Email

Signature of Power of Attorney Holder(s).....

Name:

Designation:

Date:

Seal:

CERTIFIED BY

Name of Chartered / Certified Accountant Firm

Registration Number & other details

Name of the Signatory.....

Signature

Designation

Date

Seal

Details Of Financial Capability Of The Tenderer

(In Rs. Crore)

Applicant Type	Annual Financial Turn Over
	Average on last 3 years
Joint Venture Member 1	
Joint Venture Member 2	

Please add more rows depending upon Joint Venture Members.

Instructions:

1. The Joint Venture Tenderer including each members should submit its details in the appropriate column.

Signature of Power of Attorney Holder(s).....

Name:

Designation:

Date :

Seal

CERTIFIED BY

Name of Chartered Accountant Firm

Registration No. & other details

Name of the Signatory

Signature

Designation

Date

Covering Letter(In case of Joint Venture)

Dated :

To,

The Chief Mechanical Engineer
Kolkata Port Trust,
Mechanical and Electrical Engineering Department
8, Garden Reach Road
Kolkata-700043

Dear Sir,

- 1) I/we, _____ (Name of tenderer) having examined the Tender Document and understood its contents, hereby submit our tender for at, Kolkata Port Trust.
- 2) All information provided in the tender including Addenda and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
- 3) I/We shall make available to Kolkata Port Trust (hereinafter referred to as KoPT) any additional information it may find necessary or require to supplement or authenticate the Tender
- 4) I/we acknowledge the right of KoPT to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 5) I/we also certify the following
 - a. I/we / any of the Joint Venture member (as the case may be) have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind
 - b. I/we certify that in the last three years, I/We/any of the Joint Venture members or our / their associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.
- 6) I/we declare that :
 - a. I/we have examined and have no reservations to the Tender Document, including the Addenda issued by KoPT thereon
 - b. I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.
- 7) I/we understand that KoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

8) _____(Name of Tenderer) hereby undertakes that I/we will abide by the decision of KoPT in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by KoPT in this regard.

Thanking you,

Yours faithfully,

Signature of Power of Attorney Holder(s).....

Name:

FORMAT IN CASE OF JOINT VENTURE AGREEMENT

(To be submitted on stamp paper)

This Joint venture agreement is made at _____ on _____ day of _____ 2017 between M/s. _____ (please indicate the status viz. Proprietor, firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as “first Party”) and M/s. _____ (Please indicate the status viz. Proprietor, Firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as “Second Party”) WHEREAS the First party is engaged in the _____ business _____ of _____

AND WHEREAS THE Second Party is engaged in the business of _____

AND WHEREAS both the parties are desirous of entering into a joint venture for carrying on the work of KOLKATA PORT TRUST in connection with work of _____ (please mention the work of the tender).

AND WHEREAS the First Party and Second Party have agreed to form joint venture for execution of subject works.

NOW THIS DEED WITNESSED AS UNDER:

- a. That under this Joint Venture Agreement the work will be done jointly by the first party and second party in the name and style of M/s _____.
- b. It is further agreed by the Joint Venture Partner that _____ of M/s. _____ has been nominated as Lead Partner for the execution of the works.
- c. That all the parties shall be liable jointly, equally and severally for the satisfactory execution of the contract in all respect in accordance with terms and conditions of the contract and the lead partner shall be authorised to incur liabilities and receive instruction for and on behalf of any and all the partners and parties of the Joint Venture and the entire execution of the contract including payment shall be done exclusively with the lead partner.
- d. THE PROPOSED PARTICIPATION SCOPE OF ACTIVITIES TO BE PERFORMED AND RESPONSIBILITIES OF EACH:

The proposed administrative arrangement, participation, scope of activities to be performed and responsibilities for the execution of the work of the each party shall be as under:

First Party:

Second Party:

e. The turnover and experience of each party is as under:

First Party:

Second Party:

- f. Subject to above, the parties shall depute their experienced staff as required for the works and plants, equipment, machinery etc. as requires for execution of works, will be deployed by each Joint Venture partners for execution of the contract.
- g. In the event of default by any partner in the execution of the part of the contract, the Lead Partner will have the authority to assign the work to any other party acceptable to the Kolkata Port Trust to ensure the satisfactory execution of that part of the contract.
- h. The Registered Office of the Joint Venture/Lead Partner shall be at _____
- i. The Joint Venture shall regularly maintain in the ordinary course of business a true and correct account of all its incoming and outgoing and also of its assets and liabilities in proper books or account which shall ordinarily be kept at place of business and after Completion of above mentioned work all account shall be taken.
- j. Opening and operation of Bank Account:

The Joint Venture shall open and maintain bank account(s) at _____ The Lead Partner as mentioned in Clause (2) above shall have the power to receive the payments on behalf of the Joint Venture and to give discharge on behalf of the Joint Venture.

IN WITNESS WHEFEOF the Parties hereto have signed hereunder at _____ on this _____ day of _____

Party of First Part

Party of Second Part

Witness:

1)

2)