

## Addendum

E-Tender No. KoPT/Kolkata Dock System/DMD/32/16-17/ET/561.

KoPT Tender no. MRN/HMP/445/61 dt. 13.02.2017

During the pre-bid meeting held on 27.02.17 following was decided with regard to EMD (Clause-7,Page 23 of above NIT.)

If any bidder had participated in the first call of this tender bearing E-Tender No. KoPT/Kolkata Dock System/DMD/21/16-17/ET/394 (KoPT Tender No. MRN/HMP/445/371, dated 09.12.16 ),he will be allowed to submit an amended Bank Guarantee with extended date of validity complying with the relevant clause of the NIT. In such case the Bank should also certify that the Bank Guarantee with extended validity period is against this particular 2<sup>nd</sup> call E Tender No. KoPT/Kolkata Dock System/DMD/32/16-17/ET/561. (KoPT Tender no. MRN/HMP/445/61 dt. 13.02.2017).

For convenience, Format of the Bank Guarantee for Earnest Money Deposit is as follows.

**FORMAT OF BANK GUARANTEE FOR EARNEST MONEY**

**STAMP PAPER Rs. 50/-**

To

The Board of Trustees,

Kolkata Port Trust.

Whereas M/s. .... and  
having its registered office at  
.....  
.....

(hereunder called Bidder) have submitted their offer for the tender.....  
.....

by the Board of Trustees of the Port of Kolkata, a body corporate duly constituted  
under the Major Port Trust, 1963 (Act 38 of 1963), have received the offer and have  
agreed to exempt the owner from cash payment of Earnest Money.

**KNOW ALL MEN** by these presents that  
.....

..... (name of Bank with address) and bound up to Board of Trustees of  
the Port of Kolkata, in the sum of Rs.....(Rupees  
.....) only, for which payment well and  
truly to be made to the Board of Trustees of the Port of Kolkata, the Bank binds itself,  
its successors and assignees by these presents.

The conditions of the obligations are:-

If the contractor, after having submitted the bid, fails or refuses to  
commence the work or any of its components in accordance with the terms,  
conditions and time frames established in the Bid. We undertake to pay to the Board  
of Trustees of the Port of Kolkata up to the above amount upon receipt of its first  
written demand, provided that in its demand Kolkata Port Trust will specify that the  
amount claimed by it is due to it owing to the occurrence of the conditions noted  
above.

This guarantee will remain in force up to 180 days after the date of  
issue of as extended by you at any time prior to this date, notice of which extension to  
the bank being hereby waived, and any demand in respect thereof should reach the  
Bank not later than the above date of extension thereof.

**NOTWITHSTANDING** anything contained herein before our liability under the Guarantee is restricted to Rs.....(Rupees.....) only, our Guarantee shall remain in force till....., unless a demand or claim under the Guarantee is made on the Bank in writing on or before....., we shall be relieved and discharged from all our liabilities thereafter.

Authorised Signatories

**OFFICIAL SEAL OF BANK**