

**CORRIGENDUM-I**

**Ref. Tender Notice No.:** KOPT/KDS/CIV /T/2454/116      **DT. 20.01.2020**  
**Tender Id No. 2020\_KoPT\_539324\_1**

**Name of Work :- Selection of a Consultant for undertaking Study for feasibility of International Cruise Vessel calling Kolkata Port and steps for Promoting Cruise Business.**

Page Ref.	In place of	To be read as
4, 11,12,44,45 & wherever applicable.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid: <b>02.03.2020.</b>  Date & time of opening of Techno-Commercial Bid: <b>03.03.2020.</b>	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid: <b>12.03.2020.</b>  Date & time of opening of Techno-Commercial Bid: <b>13.03.2020.</b>

**CHANGES IN TENDER DOCUMENTS**

ITEM REF. NO.	PAGE NO.	Original in the Tender Document	In addition to original clause of Tender
3(i, ii, iv & v).	13	i) GST registration certificate. ii) Valid Trade Licence(Valid for current period & also for type of work). iv) Proof of possessing valid Employees' Provident Fund (EPF) Account & EPF Registration Certificate.(if applicable) v) Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate. .(if applicable)	If i) to v) are not applicable, declaration from the bidder is required for non-applicability of certificate/document..

3(vii).	14	Credentials in the form of copies of Letters of Award of Works along with corresponding/successful Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.	Work order with final payment certificate from Owner alongwith certification from a Chartard Accountant with UDIN may also be acceptable. Credentials will be accepted on bidders' own format as long as the required information /documents are furnished.
14(iii)	16	<b>MISCELLANEOUS:</b> All materials shall have to be procured by the successful Bidder and shall be of the best and approved quality conforming to relevant specifications. The successful Bidder shall also arrange for the supply of all labour, tools and plants as stipulated in the Special Conditions of Contract, required for efficient execution of the work.	Not applicable to the subject work.
3.2.5	21	<b>International Tourism Expert</b> MBA/ Degree in Hospital Management or equivalent	<b><u>Replaced by</u></b> MBA/ Degree in Hospitality Management /Tourism Management or equivalent
3.2.5ii)	21	<b>Marine Expert</b> Degree in Port Management / Marine Engineering or Master Mariner or equivalent.	In addition to the existing qualification,Post graduate Diploma in Marine Engineering after obtaining degree in Mechanical Engineering will also be acceptable.
7.1(h)	23	Arrange interaction with established and prospective cruise line operators on Eastern Coast.	The Contractor will also be required to be present in the interaction meeting.
7.1(i)	23	The technical service provider, selected through tendering process, should consider all necessary safety aspects, Indian Electricity Rules and Regulations with latest amendments, obtaining clearances from West Bengal Fire and Emergency Services.	Not applicable for this tender. The clause is deleted.
20	25	COMPLIANCE WITH E.P.F & M.P.ACT & ESI ACT 1948. The successful Technical Service Provider will have to comply with provision of EPF & MP Act –1952 (along with amendments, if any), and ESI Act 1948 issued from time to time. The Contractor is to pay necessary ESI and EPF for the engaged labour as per the relevant Act implied for this job. Without the payment certificate or proof of the same bills will not be recommended for payment.	If clause is not applicable,a declaration is required from the participating bidders that they are not covered under the said acts.
28	27	<b>Bank Guarantee in lieu of Cash Security Deposit:</b> Security deposit shall be recovered from the On A/C. Bill as per <b>Clause – 3.4 and 3.5 of General Conditions of Contract.</b> However, Bank Guarantee may be considered in lieu of Cash Security Deposit. In that case, the Selected Bidder shall have to submit to the Engineer a performance Bond in the form of an	If BG is given then same should have validity of one year from the date of Work Order.However,it will be released after final payment of work made by koPT.

		irrevocable guarantee from any Nationalized Bank at Kolkata in the proforma as given in the G.C.C. In this context <b>Clause 3.6 of G.C.C.</b> may be referred to.	
33	28/29	JOINT VENTURES / CONSORTIUM AND OTHER FORMS OF ASSOCIATION	<u>For Consortium</u> Sub-clause 33(x) at page.29 will not be applicable.
33.3	31	Assessment of eligibility  (Sub-clause-33.3.4 & 33.3.5)	<u>Following enclosures are enclosed:</u> ●Annexure for joint bidding agreement. ●Annexure for Power of Attorney for signing of tender. ●Annexure for Power of Attorney for lead member of Consortium. ●Annexure for profile of bidder. ●Annexure for technical capability. ●Annexure for financial capability. ●Annexure to be submitted as covering letter.
33.3	32	Assessment of eligibility  (Sub-clause-33.3.6)	Annexure for covering letter is enclosed.
	38	Proforma of Performance certificate/credential of works.	Issuing Authorities' format will be acceptable.
	39	LIST OF TECHNICAL PERSONS TO BE ENGAGED IN THE JOB.	Bidders are at liberty to give all relevant information in their own format.
	40	<b><u>Proforma of prequalification of the tenderer</u></b> <b><u>(As per clause vii of Annexure-D)</u></b>  <b>e. Similar Works:</b> <u>Attachments: Supporting documents, viz.,</u> <u>Successful completion certificates from clients, and</u> <u>other documentations to substantiate the similarity</u> <u>of work as per definition of "Similar Work".</u> Employer reserves the right to verify the information.	In addition,Credentials in the form of copies of letters of award of work alongwith corresponding/successful completion certificate from Owners to justify that the intending bidder satisfies the mentioned pre-qualification criteria. Work order with final payment certificate from Owner alongwith certification from a Chartard Accountant with UDIN may also be acceptable.
	46	PREAMBLE TO THE BILL OF QUANTITIES	Not applicable for this work.
3.1.f	55	Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.	Contractor to ascertain
5	60	The Contractor shall provide and maintain a suitable office at or near the site to which the Engineer's Representative may send communications and instructions for use of the Contractor.	Only the relevant clause of GCC will be applicable.

7.1	64	<b>VARIATION AND ITS VALUATION :</b>  The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfilment of his obligation under the contract.  The Engineer shall have the power to order the Contractor in writing to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows :	Only the relevant clause of GCC will be applicable.
7.2			
10.3	67	If, however, the Contractor be still dissatisfied with the decision of the Chairman, he shall within 15 days after receiving notice of such decision require that within 60 days from his written notice, the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof.	Will be applicable as per latest arbitration & reconciliation clause.
10.3.3	67	The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.	Will be applicable as per latest arbitration & reconciliation clause.
	51 to 75	GENERAL CONDITIONS OF CONTRACT	Only the relevant clause of GCC will only be applicable.

**Superintending Engineer(Contract Cell)**  
**For मुख्य अभियंता / Chief Engineer**



## Joint Bidding Agreement

(To be executed before notary public on Non-Judicial Stamp Paper of at least Rs. 60/-)

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20...

### AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ..... (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

### AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ..... (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

### AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at ..... (hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)}

### AND

4. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at ..... (hereinafter referred to as the "**Fourth Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)}
- The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

### WHEREAS,

- (A) [KOLKATA PORT TRUST, established under the Major Port Trusts Act-1963 and having Principal Office at 15, Strand Road, Kolkata-700001 (hereinafter referred to as the "**KoPT**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited offers by its Request through NIT No. .... dated ..... (the "**TENDER DOCUMENT**") for selection of successful bidder for the contract as proposed in the said tender document.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the tender document and other documents in respect of the work, and
- (C) It is a necessary condition under the tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Offer.



NOW IT IS HEREBY AGREED as follows:

**1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the tender document.

**2. Consortium**

2.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the Tendering Process for the Work.

2.2 The Parties hereby undertake to participate in the Tendering Process only through this Consortium and not individually and/ or through any other consortium constituted for this work, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the successful bidder and awarded the contract, it shall incorporate a special purpose vehicle (the "**SPV**") under the Indian Companies Act 1956 for entering into an Agreement with the KoPT and for performing all its obligations as the successful bidder in terms of the Agreement for the Project.

**4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the tendering process and till all the obligations of the SPV shall become effective;
- (b) Party of the Second Part shall be {the Technical Member of the Consortium ;}
- {(c) Party of the Third Part shall be the Financial Member of the Consortium; and}
- {(d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.}

[Note: Status of the members in (b), (c) and (d) are only illustrative. More/less parties may form the Consortium and changes may be made accordingly to the JBA]

**5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the work and in accordance with the terms of the tender document till completion of the contract.



## 6. Shareholding in the SPV

- 6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

- 6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till completion of two years from the date of commencement of the contract, be held by the Parties of the First, {Second and Third} Part whose experience and net-worth have been reckoned for the purposes of pre-qualification in terms of the tender document.

- 6.3 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times till completion of two years from the date of commencement of the contract.

- 6.4 The Parties undertake that they shall comply with all the requirements as stipulated in the tender document vide N.I.T. No. .... dated .....

## 7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power to enter into this Agreement with KoPT;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and KoPT to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - (i) Require any consent or approval not already obtained;
  - (ii) Violate any Applicable Law presently in effect and having applicability to it;



- (iii) Violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - (iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

#### 8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the contract is achieved under and in accordance with the terms of the tender, in case the contract is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the work or does not get selected for award of the contract, the Agreement will stand terminated in case the bidder is not pre-qualified or upon return of the Earnest Money by the KoPT to the Bidder, as the case may be.

#### 9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the KoPT.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.



SIGNED, SEALED AND DELIVERED  
For and on behalf of  
LEAD MEMBER by:

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
THIRD PART by:

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
SECOND PART by

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
FOURTH PART by

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

1.

2.

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
  2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and KoPT to execute this Agreement on behalf of the Consortium Member.
  3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.
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APPENDIX- 1

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 \_\_\_\_\_ (Designation of the person and name of the firm), and whose signature is attested below, is hereby authorized on behalf of \_\_\_\_\_ [Name of the bidder (in case of a consortium, 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 Bidder / Consortium Members with Seal)

**Note -**

(In case of Consortium, representative of all members must sign)



Format for Power of Attorney for Lead Member of Consortium(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10.)POWER OF ATTORNEY

Whereas Kolkata Dock Complex, Kolkata Port Trust ("the Authority") has invited tenders from interested parties for "....." (Tender No. ....).

Whereas, ....., ....., ..... And .....  
(collectively the "Consortium") being members of the Consortium 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 Consortium, as the Lead Member and true and lawful attorney of the  
Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the  
Attorney to conduct all business for and on behalf of the Consortium and any one of us during the  
bidding process and, in the event the Consortium is awarded the Contract, during the execution of  
the contract, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of  
such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the  
Consortium 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 Consortium and generally to represent the Consortium 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 Consortium'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 / Consortium.

IN WITNESS HEREOF WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....  
DAY OF .....20\*\*

For .....

.....

(Name & Title)

For .....

.....

(Name & Title)

For .....

.....

(Name & Title)

Witnesses:

1.

2.

.....

(To be executed by all the members of the Consortium)



Profile of The Bidder

1.
  - (a) Name
  - (b) Country of incorporation
  - (c) Address of the corporate headquarters and its branch office(s), if any in India.
  - (d) Date of incorporation and commencement of business.
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in connection with implementation of the tender.
3. Details of individual(s) of the bidder (Lead Member in case of Consortium) who will serve as the point of contact/ communication with KoPT.
  - (a) Name :
  - (b) Designation :
  - (c) Company :
  - (d) Address :
  - (e) Telephone Number :  
(Land & Mobile)
  - (f) E-Mail Address :
  - (g) Fax Number :
4. Details of Authorized Signatory of the Bidder:
  - Name :
  - Designation :
  - Company :
  - Address :
  - Telephone No. :



(Land &amp; Mobile)

Fax No. :

Email Address :

5. In case of a Consortium:

- a. The information above (1-4) should be provided for all the members of the consortium.
- b. information regarding role of each member should be provided as per table below:

Sl. No.	Name of Member	Role
1.		
2.		
3.		
4.		

Signature of Power of Attorney Holders .....

Name: .....

Designation: .....

Date : .....

Seal



KOLKATA PORT TRUST**ANNEXURE FOR TECHNICAL CAPABILITY**

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

**Instructions:**

1. The single entity bidder / each member of consortium should furnish its details in the appropriate column.
2. The description of each of the project shall have to be provided while giving the following details:
  - (a) Location of the project
  - (b) Contact details of the concerned similar projects
    - (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 &amp; other details .....

Name of the Signatory.....

Signature .....

Designation .....

Date .....

Seal



Details of Financial Capability of the Bidder

(In Rs. Crore)

Applicant Type	Annual Financial Turn Over
	Average on last 3 years
Single entity Bidder	
Consortium Member 1	
Consortium Member 2	
Consortium Member 3	
Consortium Member 4	

Please add more rows depending upon Consortium Members.

Instructions:

1. The Single Entity Bidder/ each members of Consortium 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

To,  
Director Marine Department  
Kolkata Port Trust,

Dated :

Dear Sir,

1. I/we, \_\_\_\_\_ (Name of bidder) having examined the Tender Document and understood its contents, hereby submit our tender for ..... to 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 consortium 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 consortium 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 Bidder) hereby undertakes that I/we will abide by the decision of KoPT in the matter of examination, evaluation and selection of successful bidder 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: .....

Designation: .....

Date : .....

Seal