

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

**Supply, installation, integration, testing, customizing, configuring, commissioning, operating & maintaining Radio Frequency Identification (RFID) based Port Access Control & Tracking System (PACTS), at Haldia Dock Complex, Kolkata Port Trust.**

**Tender No.: Tender No.: Ad/007/Computer/RFID/2016/1  
E-Tender No. : KoPT/Haldia Dock Complex/Admn. Div/17/15-16/ET/209**

**CORRIGENDUM CUM ADDENDUM NOTICE**

<b>Page No./ Clause No.</b>	<b>Original</b>	<b>Revised</b>
<b>Page No. 3 of Corrigendum cum Addendum published on 10.02.2016</b>	Specimen Bank Guarantee format is enclosed at Annexure-XVII.	Specimen Bank Guarantee format is enclosed at <b>Annexure-XXIII</b> .

**(Earnest Money Deposit Format)**

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.....). 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 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..... Bank .....  
.....Branch,Kolkata / Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We .....Bank.....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 of ..... days 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 us .....Bank .....Branch, 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.  
(OFFICIAL SEAL OF THE BANK)

