

Kolkata Port Trust
Haldia Dock Complex
Addendum Notice

Date : 06.06.2017

Tender No.: AD/E/T/Land/ TCL/DZ/2017

E-Tender No.: MSTC/HO/HALDIA DOCK COMPLEX/4/HALDIA/17-18/3004

Name of Tender :- "Allotment of land msg. about 13623.42 sq.mtrs. in Dock Zone of Haldia Dock Complex on long term lease of 30 years without renewal option, on 'as is where is' basis(i.e. including Storage tank for Phosphoric Acid and Dry Bulk Cargo, buildings, etc. which are established by Exlessees i.e. M/s. Tata Chemicals Ltd.), on Annual Lease Rent basis, to willing tenderers through tender-cum-auction with First Rights of Refusal to the exlessee".

Clause reference	Original Condition.	modification.
<p>Page No.1</p> <p>g(i) of SCHEDULE OF TENDER.</p>	<p>The intending bidders should submit Earnest Money of Rs. 40,54,821/- (Rupees forty lakh fifty four thousand eight hundred twenty one only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.</p> <p>The bidders are advised to deposit Earnest Money through ECS (RTGS/NEFT) in favour of Kolkata Port Trust, Haldia Dock Complex directly into the designated bank account. Details of the bank account is appended hereunder.</p> <p>a) Name of Bank & Branch: United Bank of India, Haldia Dock Complex Branch, b) Account No.: 1604050000310, c) IFS Code: UTBI0HDCF75.</p> <p>Concerned tenderers must ensure that the remitting bank positively enters their name and System Generated E - Tender no. in the 'Sender to Receiver' column at the time of making payment of earnest money by RTGS/NEFT.</p> <p>Tenderers should deposit Earnest Money before filling and submission of bids. Details of Earnest money remitted should be entered by the participating Tenderers in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting Tenderers : b) E- Tender No. : MSTC/HO/HALDIA DOCKCOMPLEX/3/HALDIA/17-18/3004 c) Amount remitted : d) Remittance Bank Details: e) U.T.R No. : f) Date:</p>	<p>The intending bidders should submit Earnest Money of Rs. 40,54,821/- (Rupees forty lakh fifty four thousand eight hundred twenty one only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.</p> <p>The bidders are advised to deposit Earnest Money through ECS (RTGS/NEFT) in favour of Kolkata Port Trust, Haldia Dock Complex directly into the designated bank account. Details of the bank account is appended hereunder.</p> <p>a) Name of Bank & Branch: United Bank of India, Haldia Dock Complex Branch, b) Account No.: 1604050000310, c) IFS Code: UTBI0HDCF75.</p> <p>Concerned tenderers must ensure that the remitting bank positively enters their name and System Generated E - Tender no. in the 'Sender to Receiver' column at the time of making payment of earnest money by RTGS/NEFT.</p> <p>Tenderers should deposit Earnest Money before filling and submission of bids. Details of Earnest money remitted should be entered by the participating Tenderers in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting Tenderers : b) E- Tender No. : MSTC/HO/HALDIA DOCKCOMPLEX/3/HALDIA/17-18/3004 c) Amount remitted : d) Remittance Bank Details: e) U.T.R No. : f) Date:</p> <p>Alternatively, an amount of Rs. 10.0 Lakh (Rupees ten lakh) shall be paid by RTGS /</p>

NEFT and the **balance amount** may be submitted in the form of a Bank Guarantee issued by any Indian nationalized / scheduled bank, having branch at Kolkata, In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. Specimen EMD format is enclosed at Annexure-X. The Bank Guarantee shall remain valid for a period of 180 days from the scheduled date of opening of Part-I of the bid with a further claim period of one month otherwise their offer will be summarily rejected. For the issuance of EM BG, the aforesaid Bank A/C may be considered as the beneficiary bank, to enable confirmation of issuance of the Bank Guarantee directly to the beneficiary bank.

In such case, the ORIGINAL Bank Guarantee shall have to be deposited under acknowledgement or sent by post/courier to the office of Sr.Dy.Manager (Admin.) at Jawahar Tower, Haldia-721 607. Unless the ORIGINAL Bank Guarantee, complete in all respect as per the tender condition is received within the scheduled date and time (Last Date and time of submission of Tender), the bid may be treated as non- responsive. The Tender Inviting Authority will not be responsible for postal delay. A scanned copy of the Bank Guarantee shall also be uploaded with the tender.

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 Bidder") 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 bidder 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 bidder 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..... 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 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.