



कोलकाता पत्तन न्यास
KOLKATA PORT TRUST

सिविल इंजीनियरिंग विभाग / Civil Engineering Department
१५, स्ट्रैंड रोड, कोलकाता- 700001/15, Strand Road, Kolkata- 700001
मुख्य अभियंता का कार्यालय / Office of the Chief Engineer

No.KOPT/KDS/Civ/T/2006/1892

Dt.: 24.02.15

CORRIGENDUM-II

Tender Notice No.: KOPT/KDS/CIV /T/2006/75 Dated 10.02.2015.

Sub: REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FOR STUDIES RELATED TO UPDATION OF BUSINESS PLAN, OPTIMISATION OF OPERATIONS & ORGANISATIONAL RESOURCES AND PROFIT MAXIMISATION

Sl. No.	Clause Reference	In place of	To be read as																																				
1	Sl.No.10 in page no.5 under clause no.2. TERMS OF REFERENCE	This hand-holding assignment may be for a duration of 1-2 years from submission of Final Report	This hand-holding assignment will be for duration of 2 years from submission of Final Report.																																				
2	in page no.6, Clause no.6 (Payment Schedule)	<table border="1"><thead><tr><th>Sl. No.</th><th>Deliverable</th><th>Payment as % of total Fee</th></tr></thead><tbody><tr><td>1</td><td>Inception Report</td><td>10%</td></tr><tr><td>2</td><td>1st Draft Report</td><td>30%</td></tr><tr><td>3</td><td>Final Draft Report</td><td>30%</td></tr><tr><td>4</td><td>Final Report</td><td>30%</td></tr></tbody></table>	Sl. No.	Deliverable	Payment as % of total Fee	1	Inception Report	10%	2	1 st Draft Report	30%	3	Final Draft Report	30%	4	Final Report	30%	<table border="1"><thead><tr><th>Sl. No.</th><th>Deliverable</th><th>Payment as % of total Fee</th></tr></thead><tbody><tr><td>1</td><td>Inception Report</td><td>10%</td></tr><tr><td>2</td><td>1st Draft Report</td><td>30%</td></tr><tr><td>3</td><td>Final Draft Report</td><td>30%</td></tr><tr><td>4</td><td>Final Report</td><td>20%</td></tr><tr><td>5</td><td>End of 1st year of hand holding.</td><td>5%</td></tr><tr><td>6</td><td>End of 2nd year of hand holding.</td><td>5%</td></tr></tbody></table>	Sl. No.	Deliverable	Payment as % of total Fee	1	Inception Report	10%	2	1 st Draft Report	30%	3	Final Draft Report	30%	4	Final Report	20%	5	End of 1 st year of hand holding.	5%	6	End of 2nd year of hand holding.	5%
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3. Additional Conditions and clauses:

- The Earnest Money of accepted Tender / offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money.
- Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work

in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion.

Value of Work	% of Security Deposit for works contract
For works up to ₹ 10,00,000/-	10% (Ten percent)
For works costing more than ₹10,00,000/- and up to ₹ 20,00,000/-	10% on first ₹ 10,00,000/- + 7½ % on the balance
For works costing more than ₹ 20,00,000/-	10% on first ₹ 10,00,000/- + 7½% on next ₹ 10,00,000/- + 5 % on the balance

- (c) No interest shall be paid by the trustees to the Tenderer / Contractor on the amount of Earnest Money / Security Deposit held by the Trustees, at any stage.
- (d) The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract.
- (e) **Contractor to execute Contract Agreement:**
The contractor after acceptance of his tender, shall be required to enter into and execute a Contract Agreement to be prepared in the form annexed herewith together with such modifications as may be necessary within one month from the date of placement of the order. The contractor shall have to submit copies in sextuplets of all documents; correspondence, connected papers etc. as detailed in the above form of Contract Agreement together with the instrument of Contract Agreement prepared on Non-Judicial stamped paper of requisite denomination (Rs 50/-) having five more copies made on plain paper all at his own cost. The successful tenderer shall have to submit three sets of such Contract Agreement duly executed, sealed, signed and witnessed for execution by the Trustees. The other three sets shall be completed in all respects but not signed. If the successful tenderer or tenderers are a partnership concern, they will have to get Agreement signed by all the partners or by the partner who is authorized to sign for and on behalf of the other partners.

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF AGREEMENT

THIS AGREEMENT made thisday of.....201.....between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trusts Act, 1963 (hereinafter called "Trustees" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and(hereinafter called " the Contractor ", which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part.

WHEREAS the Trustees are desirous that certain works should be executed / constructed , viz.and have accepted a Tender / Offer by the Contractor for the execution and maintenance of such work NOW THIS AGREEMENT WITNESSETH as follows :

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
 - (a) The said Tender / Offer & the acceptance of the Tender / Offer
 - (b) The Conditions of Tender
 - (c) The Terms of Payment
 - (d) All correspondence/corrigendum by which, the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned , the Contractor hereby covenant with the Trustees to execute and maintain the work in conformity in all respects with the provisions of the contract.
4. The Trustees hereby covenants to pay to the Contractor, in consideration of such execution and maintenance of the Work, the Contract Prices at the times and in the manner prescribed by the Contract.

IN WITNESS whereof of the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

The Seal of.....
.....

Was hereunto affixed in the presence of:
Name-----
Address-----
.....

Or

SIGNED, SEALED AND DELIVERED

by the said

In the presence of:

Name-----

Address: -----

.....

The Common Seal of the Trustees was hereunto affixed in the presence of:

Name.....

Address:

4) Last date of downloading of Tender documents as well as Last date of Submission are being extended up to **05.03.2015** (up to 12 Noon) and **06.03.2015** (up to 3 PM) respectively. The tender will be **opened** at **3-30 PM on 06.03.2015**.

All other terms and condition and clauses will be same as per original NIT No.

KOPT/KDS/CIV/ T/2006/75 Dated 10.02.2015.

Sd/-

मुख्य अभियंता / Chief Engineer