

**CORRIGENDUM-VII**Ref. Tender Notice No.: **SMP/ KDS/ LND/32-2022 Dt:7.09.2022****Name of Work:- Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & Infrastructure under Kolkata Dock System of SMP, Kolkata**

Vide this **CORRIGENDUM – VII**, additional data on land holdings, tenancy plans, map of entire land area etc. and the Bank Guarantee Format are being made available for better understanding of the ground scenario, for the referenced RFP.

1. These data to be read with the inputs received from site visit conducted by SMP, Kolkata from 7.11.22 to as per Corrigendum V dated 31.10.22.

The following data is available from 11-11-2022, at the Website of Syama Prasad Mookerjee Port at: -  
Enivida Portal <https://kopt.enivida.in>

- a) Complete Land statistics of Estate
- b) Land use plan SMPK
- c) KML file of entire KDS
- d) Tenancy plans of Kolkata section, Howrah section, Dock area & Budge Budge

2. The Bank Guarantee Format for EMD is enclosed herewith.

3. The following is to be noted in connection with Clause no 2.6, Clause no 2.21.12 (Schedule of Selection Process, Datasheet), CORRIGENDUM-VI Dtd. 7-9-2022 and wherever required in the RFP document

Sr. No.	Activity	In Place of	To be Read as
1	Proposal Due Date	Till 1500 hrs. (IST) on 21.11.2022	Till 1500 hrs. (IST) on 5.12.2022
2	Opening of Technical bid	At 1500 hrs. (IST) on 22.11.2022	At 1500 hrs. (IST) on 6.12.2022

Bidders are requested to upload this “**CORRIGENDUM – VII**” duly signed under office seal along with their Techno-Commercial bid, i.e. Cover-I offer as an acknowledgement of having reviewed the additional data prior to the bid submission.

All other terms & conditions and Clauses will remain same as per original.



**Estate Manager (I/C),  
Estate Division  
Syama Prasad Mookerjee Port, Kolkata**

## **Bank Guarantee Format for Bid Security**

B.G. No.

Dated:

1. In consideration of you, ....., having its office at, (hereinafter referred to as the “**Authority**”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of..... (a company registered under the Companies Act,1956/2013) and having its registered office at ..... (and acting on behalf of its Consortium) (hereinafter referred to as the “**Applicant**” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for appointment of Consultant for [name of assignment] (hereinafter referred to as the “**Consultancy**”) pursuant to the RFP Document dated ..... issued in respect of the Consultancy and other related documents including without limitation the Agreement (hereinafter collectively referred to as “**RFP**”), we (Name of the Bank) having our registered office at ..... and one of its branches at..... (hereinafter referred to as the “**Bank**”), at the request of the Applicant, do hereby in terms of relevant clause of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Documents by the said Applicant and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. .... (Rupees ..... only) (hereinafter referred to as the “**Guarantee**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Applicant if the Applicant shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFP Documents.

2. Any such written demand made by the Authority stating that the Applicant is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Applicant or any other person and irrespective of whether the claim of the Authority is disputed by the Applicant or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Applicant to fulfil and comply with the terms and conditions contained in the RFP Documents including failure of the said Applicant to keep its Proposal open during the Bid validity period as set forth in the said RFP for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees ..... only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 135 (one hundred and thirty-five) days from the Proposal Due Date and further claim period of 30 (thirty) days or for such extended period as may be mutually agreed between the Authority and the Applicant, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Applicant or the Bank or any absorption, merger or amalgamation of the Applicant or the Bank with any other person.

6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP Document or to extend time for submission of the Proposals or the Bid Validity period or the period for conveying of Letter of Acceptance to the Applicant or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP Document by the said Applicant or to postpone for any time and from time to time any of the powers exercisable by it against the said Applicant and either to

enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Applicant or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Applicant or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

9. It shall not be necessary for the Authority to proceed against the said Applicant before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Applicant or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. .... [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by..... Bank

By the hand of Mr./Ms....., its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)