

CORRIGENDUM I

NAME OF THE WORK. “Thorough Refurbishment of Fairweather House Institute of Shyama Prasad Mookerjee Port, Kolkata including Electrical Installation works and Fire Fighting arrangements”

NIT NO.: _ SMPK/KDS/CIV/T/2811/83 dt. 05.01.2024.

Reference to the subject tender, please find the followings vide this corrigendum-I.

- i) Revised dates of submission & opening of tender:
- ii) Joint Venture forms of association is Allowed for participation in the tender
- iii) Joint Venture Terms & Formats (attached herewith) which will form part of the Tender Document.

Sl. No.	Page Reference	In place of	To be read as
5.	Page Ref. 4,12,13,14,45,46 and 47 & wherever applicable.	Last date of Submission of online tender:- 29.01.2024 upto 15.00 Hrs.	Last date of Submission of online tender:- 05.02.2024 upto 15.00 Hrs.
	---Do---	Date of opening of online tender:- 30.01.2024 after 13.00 Hrs.	Date of opening of online tender:- 06.02.2024 at 13.00 Hrs.

Bidders are requested to upload this 'CORRIGENDUM-I' duly signed under office seal along with their Techno-Commercial Bid (Part-I) as an acknowledgement and acceptance.

This shall form part of the tender document.

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



Superintending Engineer (Contract)

For मुख्य अभियंता / Chief Engineer
SYAMA PRASAD MOOKERJEE PORT, KOLKATA

III) Joint Venture Terms & Formats

NIT NO.:_ SMPK/KDS/CIV/T/2811/83 dt. 05.01.2024.

In case the tender is submitted in joint venture (JV), the Bidder shall submit the following confirmation along with their offer submitted for this tender.

- i.) All joint venture agreements shall ensure that all parties of the joint venture are individually and jointly responsible for the tender conditions and such agreements are legally valid.
- ii.) Joint venture should be in the nature of legally acceptable agreements and such agreements should be notarized as per format **Annexure-FF**.
- iii.) Such joint venture agreement should contain explicitly the scope and responsibilities of all the partners in the joint venture in terms of financial and technical commitments/contribution. The JV should be equally, severally and jointly responsible.
- iv.) One of the members of the joint venture (JV) shall be authorized as being in-charge (lead member), and this authorization shall be evidenced by a power of attorney duly signed by the authorized signatories of the joint venture (JV) Members as per the format enclosed in the tender document as **(Annexure-BB)**.
- v.) The Lead Partner shall be authorised to incur liabilities and receive instructions for & on behalf of any & all the partners. The entire execution of the contract, including payment, shall be carried out exclusively through the Lead Partner. During the entire period of the contract, the Lead Partner cannot be changed. In the event of the Lead Partner becoming defunct, selection of the new Lead Partner would be made, as may be mutually agreed between the remaining partner(s) and SMPK, without any additional financial involvement. As the approval towards such new Lead Partner is the sole discretion of SMPK, it must be approved by them, in writing. The said new Lead Partner shall also be jointly, as well as severally, liable with the remaining partner(s) for the satisfactory performance of the contract as per the scope of these bidding documents.
- vi.) The validity of the joint venture agreement entered upon on the award of Letter of Acceptance (LOA) by the port should continue for entire period of contract as specified in the tender. All such agreements shall be irrevocable for the above periods.
- vii.) Where the bidder is a joint venture (JV) the average annual financial turnover of the individual members forming the joint venture (JV) shall be submitted.
- viii.) The purchaser of the tender document must be a member of the joint venture (JV) submitting the tender.
- ix.) It is clarified that an unsuccessful bidder or JV shall not be permitted to join a successful JV whose bid is accepted at a later date.
- x.) In case of a joint venture (JV), the combined Technical and Financial Capability of those members forming the Joint Venture as explained in this tender document, should satisfy the conditions of eligibility as defined in the pre-qualification criteria of the tender document.
- x) A Power of Attorney is to be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10/- by all members of the joint venture for signing of tender as per format **Annexure-AA**.

- xi) Further, a Power of Attorney is to be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10 by the lead member of the joint venture for signing of tender as per format **Annexure-BB**.
- xii) Details of similar works executed successfully by the tenderer and details of financial capability of the tenderer is to be submitted as per format **Annexure-CC & Annexure-DD** respectively.
- xiii) All the members of the Joint Venture participating in the tender must not have been debarred by the Central / State Government or any Entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind. An undertaking in this regard shall be given by the Tenderer in the Covering Letter as per **Annexure-EE**.

Annexure-AA

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 _____ [Address of the person(s)],
acting as _____

(Designation of the person and name of the firm), and whose signature is attested below, is hereby authorized on behalf of _____

[Name of the Tenderer (in case of a Joint Venture, name of the lead member)] to sign the tender
[(Tender No. _____ and (Tender subject-
"_____")]

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 Syama Prasad Mookerjee Port , Kolkata, SMPK (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 Tenderer / Joint Venture Members with Seal)

Note –

(In case of Joint Venture, representative of all members must sign)

Format For Power Of Attorney For Lead Member Of Joint Venture

(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10)

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS
DAY OF2019

For

.....
(Name & Title)

For

.....
(Name & Title)

For

.....
(Name & Title)

Witnesses:

1.

2.

.....

(To be executed by all the members of the Joint Venture)

Annexure-CC

SYAMA PRASAD MOOKERJEE PORT, KOLKATA(KOLKATA PORT TRUST)

"Thorough Refurbishment of Fairweather House Institute of Shyama Prasad Mookerjee Port,Kolkata including Electrical Installation works and Fire Fighting arrangements"

NIT No. SMPK/KDS/CIV/T/2811/83 Dated 05.01.2024

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

Instructions:

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

Name of the Signatory.....

Signature

Designation

Date

Seal

Annexure-DD**Details Of Financial Capability Of The Tenderer**

(In Rs. Crore)

Applicant Type	Annual Financial Turn Over
	Average on last 3 years
Joint Venture Member 1	
Joint Venture Member 2	

Please add more rows depending upon Joint Venture Members.

Instructions:

1. The Joint Venture Tenderer including each members 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(In case of Joint Venture)

Dated :

To,

The Chief Engineer

Syama Prasad Mookerjee Port , Kolkata (Erstwhile Kolkata Port Trust) ,
Civil Engineering Department
6, Fairlie Place, Fairlie Ware House(2nd Floor)
Kolkata-700001

Dear Sir,

- 1) I/we, _____ (Name of tenderer) having examined the Tender Document and understood its contents, hereby submit our tender for at, Syama Prasad Mookerjee Port, Kolkata(Erstwhile 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 Syama Prasad Mookerjee Port, Kolkata (hereinafter referred to as SMPK) any additional information it may find necessary or require to supplement or authenticate the Tender
- 4) I/we acknowledge the right of SMPK 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 Joint Venture 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 Joint Venture 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.

- a. I/we have examined and have no reservations to the Tender Document, including the Addenda issued by SMPK 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 SMPK 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 Tenderer) hereby undertakes that I/we will abide by the decision of SMPK in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by SMPK in this regard.

Thanking you,

Yours faithfully,

Signature of Power of Attorney Holder(s).....

Name:

FORMAT IN CASE OF JOINT VENTURE AGREEMENT

(To be submitted on stamp paper)

This Joint venture agreement is made at _____ on _____ day of _____ 2017 between M/s. _____ (please indicate the status viz. Proprietor, firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as "first Party") and M/s. _____ (Please indicate the status viz. Proprietor, Firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as "Second Party") WHEREAS the First party is engaged in the _____ business _____ of

AND WHEREAS THE Second Party is engaged in the business of _____

AND WHEREAS both the parties are desirous of entering into a joint venture for carrying on the work of SYAMA PRASAD MOOKERJEE PORT, KOLKATA in connection with work of _____ (please mention the work of the tender).

AND WHEREAS the First Party and Second Party have agreed to form joint venture for execution of subject works.

NOW THIS DEED WITNESSED AS UNDER:

- a. That under this Joint Venture Agreement the work will be done jointly by the first party and second party in the name and style of M/s. _____.
- b. It is further agreed by the Joint Venture Partner that _____ of M/s. _____ has been nominated as Lead Partner for the execution of the works.
- c. That all the parties shall be liable jointly, equally and severally for the satisfactory execution of the contract in all respect in accordance with terms and conditions of the contract and the lead partner shall be authorised to incur liabilities and receive instruction for and on behalf of any and all the partners and parties of the Joint Venture and the entire execution of the contract including payment shall be done exclusively with the lead partner.
- d. THE PROPOSED PARTICIPATION SCOPE OF ACTIVITIES TO BE PERFORMED AND RESPONSIBILITIES OF EACH:

The proposed administrative arrangement, participation, scope of activities to be performed and responsibilities for the execution of the work of the each party shall be as under:

First Party:

Second Party:.. The turnover and experience of each party is as under:

First Party:

Second Party:

- f. Subject to above, the parties shall depute their experienced staff as required for the works and plants, equipment, machinery etc. as requires for execution of works, will be deployed by each Joint Venture partners for execution of the contract.
- g. In the event of default by any partner in the execution of the part of the contract, the Lead Partner will have the authority to assign the work to any other party acceptable to the Syama Prasad Mookerjee Port, Kolkata to ensure the satisfactory execution of that part of the contract.
- h. The Registered Office of the Joint Venture/Lead Partner shall be at _____
- i. The Joint Venture shall regularly maintain in the ordinary course of business a true and correct account of all its incoming and outgoing and also of its assets and liabilities in proper books or account which shall ordinarily be kept at place of business and after Completion of above mentioned work all account shall be taken.
- j. Opening and operation of Bank Account:

The Joint Venture shall open and maintain bank account(s) at _____
_____The Lead Partner as mentioned in Clause (2) above shall have the power to receive the payments on behalf of the Joint Venture and to give discharge on behalf of the Joint Venture.

IN WITNESS WHEREOF the Parties hereto have signed hereunder at _____ on this
_____ day of _____

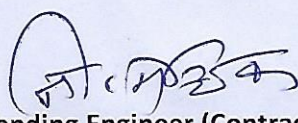
Party of First Part

Party of Second Part

Witness:

1)

2)


Superintending Engineer (Contract) 22/1/24
For मुख्य अभियंता / Chief Engineer
SYAMA PRASAD MOOKERJEE PORT, KOLKATA