

**CORRIGENDUM-III****Ref: Tender Notice No.: SMPK/KDS/CIV/T/2843/25****Dated: 06.06.2024****Tender Id No.: SMPK/KDS/CIV/T/2843/25**

**Name of Work:** - Construction of suitable Boundary Wall made of brick masonry, 2nd hand rail post, bamboo posts, C.G.I. sheets fencing etc. at various locations under SMP, Kolkata's jurisdiction in Kolkata, Howrah or outside as & when required on urgent basis for a period of one year

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

- i) Revised dates of submission & opening of tender:
- ii) Joint Venture (maximum 3 members) would be considered as a bidder in the instant tender subject to compliance of the terms and conditions laid down in this Corrigendum.
- iii) Joint Venture Terms & Formats (attached herewith) which will form part of the Tender Document.

Page Ref.	In place of	To be read as
Page No. 4,5,12,13,41,42 of the NIT Document and wherever applicable	<u>Date of closing of online e-tender for submission of Techno-Commercial Bid &amp; PriceBid.</u> 09.07.2024 (upto 15:00 hrs)	<u>Date of closing of online e-tender for submission of Techno-Commercial Bid &amp; PriceBid.</u> 18.07.2024 (upto 15:00 hrs)
	<u>Date &amp; time of opening of Techno- Commercial Bid</u> 10.07.2024 (After 13:00 hrs)	<u>Date &amp; time of opening of Techno- Commercial Bid</u> 19.07.2024 (After 13:00 hrs)

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

This shall form a part of the tender Document.

All other terms & conditions shall be as per original bid document and subsequent Addenda, Corrigenda.

 10<sup>vii</sup>/24.  
Superintending Engineer-Contract

For मुख्य अभियंता / Chief Engineer

 EEC

### III) Joint Venture Terms & Formats

NIT NO.:\_ SMPK/KDS/CIV/T/2843/25 dt. 06.06.2024.

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 partners 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 Member shall be authorized 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 Member. During the entire period of the contract, the Lead Member cannot be changed. In the event of the Lead Member becoming defunct, selection of the new Lead Member 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 Member is the sole discretion of SMPK, it must be approved by them, in writing. The said new Lead Member 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 Lead Member of 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 Lead Member in the Covering Letter as per **Annexure-EE**.

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 \_\_\_\_\_, Lead member of  
\_\_\_\_\_

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



**Annexure-BB**

**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 OF .....2024

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)**

*"Construction of suitable Boundary Wall made of brick masonry, 2nd hand rail post, bamboo posts, C.G.I. sheets fencing etc. at various locations under SMP, Kolkata's jurisdiction in Kolkata, Howrah or outside as & when required on urgent basis for a period of one year"*

**NIT No. SMPK/KDS/CIV/T/2843/25 Dated 06.06.2024**

	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) 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
Joint Venture Member 1	Average on last 3 years
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, Strand Road, Fairlie Ware House (2<sup>nd</sup> 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.



6) I/we declare that :

- 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 \_\_\_\_\_ 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)

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

