



# KOLKATA PORT TRUST

## KOLKATA DOCK SYSTEM

MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT  
8, Garden Reach Road, Kolkata – 700 043

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### **TENDER DOCUMENT**

for

***“Design, manufacture, supply, delivery, installation and commissioning of 3 No. vertical fixed pitch single stage axial flow pump motor sets including valves, electrical accessories followed by Comprehensive Annual Maintenance Contract for a period of 5 years after expiry of guarantee period of one year for KPD, KoPT”***

Notice Inviting Tender No.: KoPT/KDS/MECH/DC-II/ADV/459 dated 15.11.2017

Site inspection : 29.11.2017 at 11:00 hrs.

Pre-bid meeting : 29.11.2017 at 15:00 hrs.

Due date of submission of Tender: 15.12.2017 by 14:00 hrs.

Date of opening of techno-commercial bid: 15.12.2017 at 15:00 hrs.

Tender Fee : Rs.2,500/- (Non-Refundable)

Chief Mechanical Engineer

# **TENDER DOCUMENT**

## **KOLKATA PORT TRUST KOLKATA DOCK SYSTEM**

***e-Tender for “Design, manufacture, supply, delivery, installation and commissioning of 3 No. vertical fixed pitch single stage axial flow pump motor sets including valves, electrical accessories followed by Comprehensive Annual Maintenance Contract for a period of 5 years after expiry of guarantee period of one year for KPD, KoPT”***

**NIT No. KoPT/KDS/MECH/DC-II/ADV/459 dated 15.11.2017**

### **TENDER NOTICE**

Mechanical and Electrical Engineering Department of Kolkata Port Trust invites e-tender for “Design, manufacture, supply, delivery, installation and commissioning of 3 No. vertical fixed pitch single stage axial flow pump motor sets including valves, electrical accessories followed by Comprehensive Annual Maintenance Contract for a period of 5 years after expiry of guarantee period of one year for KPD, KoPT” as per the details specified herein the Tender Documents.

Tender Document may be downloaded from MSTC’s website [www.mstcecommerce.com/eprochome/kopt](http://www.mstcecommerce.com/eprochome/kopt), CPP Portal i.e. [eprocure.gov.in](http://eprocure.gov.in) and KoPT’s website [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in). Corrigenda or clarifications, if any, shall be hoisted in the above mentioned websites only.

### **SCHEDULE OF TENDER**

NIT No.	KoPT/KDS/MECH/DC-II/ADV/459 dated 15.11.2017
Mode of Tender	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II - Price Bid) through <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a> of MSTC Ltd. The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by Kolkata Port Trust.
e-Tender No.	KoPT/Kolkata Dock System/CME/27/17-18/ET/418
Date of NIT available to parties for downloading	17.11.2017
Date and time of Site inspection	29.11.2017 at 11 AM at office of the Chief Mechanical Engineer, 8, Garden Reach Road, Kolkata -700043
Date and time of Pre-Bid Meeting	29.11.2017 at 3 PM at office of the Chief Mechanical Engineer, 8, Garden Reach Road, Kolkata -700043
Estimated Value of Tender	Rs. 16,95,60,000/- (Rupees Sixteen crore Ninety Five lakh Sixty thousand only)
Earnest Money Deposit	Rs.26,95,600/- (Rupees Twenty Six lakh Ninety Five thousand Six hundred only) to be submitted as per clause no. 21 of <b>Terms and Conditions of Tender (Annexure-B)</b> .

Cost of Tender Document	Rs.2,500/- in the form of Banker's Cheque or Pay Order or Demand Draft from any of the Nationalized/Scheduled Banks in India having branch in Kolkata drawn in favour of "Kolkata Port Trust" towards cost of Tender Document to be submitted as per clause no. 20 of Terms and Conditions of Tender (Annexure-B).
Transaction Fee	Rs.15,000/- excluding applicable GST. Payment should be made by NEFT/Online in favour of MSTC Limited (Refer clause. No. 4 of Annexure -A ).
Last date of submission of Tender Document Fee and Earnest Money	To be deposited at Mechanical & Electrical Engineering Department,8, Garden Reach Road, Kolkata -700043 within 3 working days after opening of the techno-commercial bid. However, a scanned copy must be uploaded under the part-I i.e. techno commercial part of the eTender.
Last date of submission of Transaction Fee through NEFT/Online in favour of MSTC Limited, Kolkata.	<u>Three working days before the last date of closing of online bidding for the e-tender.</u>
Date of starting online submission of e-Tender (Techno-Commercial Bid and Price Bid) at <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a>	01.12.2017 at 10.00 hrs.
Date of closing of online e-tender for submission of (Techno-Commercial Bid and Price Bid).	15.12.2017 at 14:00 hrs.
Date and time of opening of Part-I (i.e. Techno-commercial Bid after confirmation of submission of Tender Document Fee and Earnest Money Deposit).	15.12.2017 at 15:00 hrs.
Date and time of opening of Price Bid (Part-II).	<b>To be informed separately.</b>

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**Instructions to Tenderers**

e-Tender No. KoPT/Kolkata Dock System/CME/27/17-18/ET/418

**This is an e-tendering event of Kolkata Dock System of Kolkata Port Trust. The e-tendering service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.**

You are requested to go through the terms and conditions (Annexure-B) of this tender before submitting your tender online. Tenderers who do not comply with the terms and conditions with documentary evidence (wherever required) shall be disqualified.

1.	<p>Process of e-Tender :</p> <p>(A) <b>Registration:</b> The process involves vendor's registration with MSTC's e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC or KoPT is not responsible for making such arrangement. Bids shall not be recorded without Digital Signature.</p> <p>(B). Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>→ e-Procurement →Psu/Govt depts→Register as Vendor under KOPT–Filling up details and creating own user id and password→ Submit.</p> <p>(C). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact the following persons of MSTC/KoPT before the scheduled date and time of submission of the e- tender.</p> <p><u>From KoPT:</u></p> <p>1. S.Mitra Dy. CME-II Mobile No. 09674720040 <a href="mailto:souravmitra@kolkataporttrust.gov.in">souravmitra@kolkataporttrust.gov.in</a></p> <p>2.S.Sinha Superintending Engineer(Project) Mobile No. 09674720086 <a href="mailto:ssinha@kolkataporttrust.gov.in">ssinha@kolkataporttrust.gov.in</a></p>
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	<p>3.A.K.Das Executive Engineer (Project) Mobile No. 09674720090 akdas@ kolkataporttrust.gov.in</p> <p><u>From MSTC Ltd:</u></p> <p>1. Mr. Arindam Bhattacharjee Deputy Manager (E-commerce) MobileNo:09330102643 Email-arindam@mstcindia.co.in. Landline:03322901004</p> <p>2. Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Email: <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a>.</p> <p>3. Ms Sumona Maity Management Trainee(E-Commerce) Mobile-09831155225 Email-smaity@mstcindia.co.in.</p> <p><b>(D). System Requirement:</b> i) Windows 98 /XP-SP3 &amp; above/Windows 7 Operating System ii) IE-7 and above Internet browser. iii) Signing type digital signature iv) JRE 7 update 79 software to be downloaded and installed in the system. Security level should be medium To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→custom level (Please run IE settings from the page <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once).</p>
2.	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a></p> <p>(A). Part – I (Techno-Commercial bid) : Would be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness the opening of Techno-commercial Bid electronically.</p> <p>(B) Part – II (Price bid) : Would be opened electronically of only those bidder(s) whose Part – I Techno-Commercial bid are acceptable by KoPT. Such bidder(s) will be intimated the date of opening of Part II (Price bid) through valid e-mail confirmed by them.</p> <p>The tenderers are advised to offer their best possible rates. There would generally be no negotiations. Bidders are requested to submit their most competitive prices while submitting the price bid.</p>
3.	All entries in the tender should be entered in online Technical and Commercial Formats without any

	ambiguity.
4.	<p><b>Special Note towards Transaction fee:</b> The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/Debit Card/Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p>Transaction fee is non-refundable.</p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>Note: The bidders are advised to remit the Transaction Fee well in advance before the closing time of submission of tender so as to give themselves sufficient time to submit the bid.</p>
5.	<p>In case of failure to submit the payment towards cost of Tender Document and Earnest Money Deposit (EMD) in time, the vender will not be eligible in the tender and KoPT will not be responsible for any such lapses on this account. Bidder(s) are advised to submit Tender Fee and EMD through separate Banker’s Cheque or Pay Order or Demand Draft or Bank Guarantee as applicable ( only for EMD) in an envelope mentioning NIT No. at Mechanical &amp; Electrical Engineering Department, 8, Garden Reach Road, Kolkata -700043.</p> <p>Vendors are instructed to use <i>Upload Documents</i> link in “My menu” to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB. Once the documents are uploaded in the library, vendors can attach documents through “Attach Document” link against the particular tender. For further assistance please follow instructions of vendor guide.</p>
6.	<p>a) All corrigendum/addendum/clarification/amendment will be hoisted in websites. No correspondence will be made separately. So, tenderers should follow the websites on regular basis till closing the online e-tender.</p> <p>b) The bidders are required to ensure that their corporate email I.D. as provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
7.	E-tender cannot be accessed after the due date and time mentioned in NIT.
8.	<p><b>Bidding in e-tender:</b></p> <p>(a). Tender Document Fee and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by KoPT. In case of the successful tenderer, this amount may be adjusted against the Security Deposit.</p> <p>(b). An amount of Rs.2,500/-(Rupees Two thousand Five hundred only) and an amount of Rs.26,95,600/- (Rupees Two Six lakh Ninety Five thousand Six hundred only) as Tender Fee and Earnest Money Deposit respectively shall have to be deposited by Demand Draft/Pay Order/ Banker’s Cheque or Bank Guarantee ( only for EMD) as per clause no. 20 &amp; 21 of Terms and Conditions of Tender (Annexure-B).</p> <p>(c). Tender without the Earnest Money or depositing the Earnest Money in a manner other than what has been stipulated here-in-before or for an amount less than the specified amount would be considered as invalid tender and would be summarily rejected.</p> <p>(d). Micro &amp; Small Enterprise (MSEs) registered with NSIC (under Single Point Registration</p>

	<p>scheme)/DIC(District Industries Centre) shall be exempted from payment of cost of Tender Document and depositing Earnest Money for which copies of valid MSE's Certificate along with NSIC Certificate/DIC Certificate with list of items registered must be submitted in Techno-commercial part of their offer for claim of such exemption as per clause no.22 of Annexure-B otherwise their offer will be rejected. <b>In case of submission of the bid by joint venture/ consortium, all members of the joint venture/consortium should have NSIC Certificate/ DIC Certificate in the relevant categories.</b></p> <p>(e). The bidder(s) who have submitted the above fees and EMD can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement →Psu/Govt depts→ Login under KOPT→My menu→ Auction Floor Manager→ live event →Selection of the live event.</p> <p>(f).The bidder should allow to run an application viz. enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his Techno-commercial bid.</p> <p>(g). After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid &amp; price bid has been saved, the bidder can click on the "Submit" button to register their bid.</p> <p>(h). In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>(i). During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>(j). The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>(k). All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as valid bid if it fulfills all the terms and conditions of the Tender Document.</p> <p>(l). It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>(m). KoPT reserves the right to cancel or reject or accept or withdraw the tender in full or part as the case may be without assigning any reason thereof.</p> <p>(n). No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms and conditions for the tender.</p> <p>(o). Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted in Indian Rupee Currency as per UOM indicated in the e-tender floor/tender document.</p>
9.	The e-tender shall be governed by the terms and conditions mentioned therein.
10.	No deviation from the technical and commercial terms and conditions are allowed.
11.	The tender will not be extended under any situation, after due date of submission is over.
12.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> /eprochome/KoPT of MSTC Ltd.
13.	The bidders <b><u>must upload</u></b> all the documents required as per Pre-qualification criteria and the documents enlisted under techno-commercial bid and Price-bid, failing which the tender shall lead to disqualification. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
14.	The bid will be evaluated based on the filled-in technical and commercial formats.



15.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited.
16	Bidders are requested to read the vendor guide and see the video in the page <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> to familiarize them with the system before bidding.

**Terms and Conditions of Tender**

e-Tender No. KoPT/Kolkata Dock System/CME/27/17-18/ET/418

**Concurrence and remarks for all terms and conditions will be taken on-line. No  
hardcopy for the same needs to be submitted**

**1 Pre-Qualification Criteria of the Tenderer:** The Tenderers shall satisfy the following:-

- I. Must have the experience of having successfully completed similar works during last seven years ending on 31.10.2017 as per the following guidelines:-
  - a) Three similar completed works each costing not less than Rs.5,02,24,000 /-  
Or
  - b) Two similar completed works each costing not less than Rs.6,27,80,000 /-.  
Or
  - c) One similar completed work costing not less than Rs. 10,04,48,000/-.
- II. Average annual financial turnover during the last three years ending 31.03.2017, should be at least Rs.3,76,68,000/-.
- III. Copy of the last three years audited balance sheet and profit & loss a/c. are to be furnished.  
  
Here, Similar work means 'Experience of design, manufacturing, erection, commissioning of Vertical Axial/Mixed Flow Pump (excluding submersible pump) having a minimum discharge of 4300 Cu.Mtr./Hr at a head of 4.5 Mtr.' will be considered.
- IV. Claims for fulfilling the above criteria must be adequately supported by appropriate documents i.e. work order, performance certificate from Clients, Audited Balance Sheet including audit reports and Profit and loss account for last 3 Years. In case of Joint Venture bids, all parties must submit the above documents.

*\*The estimated cost for this purpose is that for "design, manufacturing, erection, commissioning of Vertical Axial/Mixed Flow Pump (excluding submersible pump) having a minimum discharge of 4300 Cu.Mtr./Hr at a head of 4.5 Mtr." And average comprehensive annual maintenance cost for one year i.e., Rs. 12,55,60,000/- (Rupees Twelve crore Fifty Five lakh and Sixty thousand only)*

**2. The Techno-commercial Bid must contain the following:**

**[A] To be submitted offline under cover of an envelope marking "Tender Fees" and "EMD" superscribing the e-tender number on it.**

- a) Demand Draft/Banker's Cheque/Pay Order in original, for Rs.2,500/-(Rupees Two thousand Five hundred only) as cost of Tender Document.

- b) Demand Draft/Banker's Cheque/Pay Order/Bank Guarantee in original, for Rs.26,95,600/- (Rupees Twenty Six lakh Ninety Five thousand Six hundred only) as Earnest Money Deposit.

**[B] To be submitted online as mentioned above in "Instruction to Tenderers"**

- a) Undertaking of the tenderer to be submitted as per enclosed Pro-forma (Annexure –O) in lieu of submission of signed copies of the full Tender document
- b) Copies of Audited Balance Sheet and Profit and Loss Account for the last three financial years ending March 2017.
- c) Self attested documentary evidence of successful completion of similar work as proof of fulfilling the Pre-qualification Criteria of the tender.
- d) Copies of self attested valid GST Registration Certificate.
- e) Self Attested Valid Professional Tax Clearance Certificate / Up to date tax payment challan, if applicable.
- f) Copy of self attested valid Trade License.
- g) Copy of self attested PAN Card issued from Income Tax Department.
- h) Copies of Income Tax Return of last 3 years ending March, 2017.
- i) Statement to confirm the status of the Tenderer – whether a Partnership Firm, Company or Proprietorship Firm. If demanded by KoPT, the tenderer would be bound to furnish necessary documents in support of their statement in this regard.
- j) Details of registration under ESI Act:
  - i) All intending tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not.
  - ii) In case they are covered under ESI Act, they have to furnish the details of registration, failing which their tender would be liable to be cancelled.
  - iii) In case they are not covered under ESI Act or exempted, they would furnish necessary documents along with an Affidavit in original affirmed before a First Class Judicial Magistrate on a Non Judicial Stamp Paper worth Rs.10/- to that effect as per enclosed Proforma (Marked Annexure – 'K').
  - iv) In case they are not covered under ESI Act, they must additionally indemnify KoPT against all damages and accident occurring to his labour in a Non-Judicial Stamp Paper worth Rs.50/-. The same should be submitted along with Techno-commercial Bid as per enclosed Proforma (Marked Annexure-'L').
- k) Details of registration under EPF Act:

All intending tenderers shall have to furnish the details of EPF Registration, failing which their tender/offer would be liable to be cancelled.

- l) A separate statement of the tenderer containing full name and office address of the Tenderer, names and designation of the officials of the Tenderer connected with the instant Tender, their land and mobile telephone nos., e-mail id and Fax No. etc. as per enclosed Pro-forma (Annexure –I).
  - m) Declaration of the tenderer in the form of a COVERING LETTER with certain undertaking and also that they or their associates have not been banned or delisted by any Govt. or Quasi-Govt. agencies or PSUs in India as per enclosed Pro-forma (Annexure –J).
  - n) All intending bidder will have to enter into an Integrity Pact with the Port as per format enclosed at Annexure-M to be submitted on a Rs.50/- Non Judicial Stamp Paper and relevant Annexure-N. All blank spaces to be filled in as appropriate.
  - o) In case of Joint Venture / Consortium, all members have to submit documents as per (a) to (m)
3. In case the tender is submitted in joint venture/consortium, the Bidder shall submit the following confirmation along with their offer submitted for this tender.
- i.) All joint venture agreements / consortium agreements, technical collaboration agreement shall ensure that all parties of the joint venture/consortium are individually and jointly responsible for the tender conditions and such agreements are legally valid.
  - ii.) Joint venture/consortium should be in the nature of legally acceptable agreements and such agreements should be notarized.
  - iii.) Such joint venture/consortium agreement should contain explicitly the scope and responsibilities of all the partners in the joint venture/consortium in terms of financial and technical commitments/contribution. The JV/consortium should be equally, severally and jointly responsible.
  - iv.) One of the members of the consortium 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 consortium Members as per the format enclosed in the tender document as (**Annexure-T**).
  - v.) The validity of the joint venture/consortium 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.
  - vi.) Firms with at least 26% equity holding each shall be allowed to jointly meet the eligibility criteria.
  - vii.) Where the bidder is a consortium the average annual financial turnover of the individual members forming the consortium shall be submitted.
  - viii.) The purchaser of the tender document must be a member of the consortium submitting the tender.
  - ix.) It is clarified that an unsuccessful bidder or JV/Consortium shall not be permitted to join a successful JV/Consortium whose bid is accepted at a later date.
  - x.) In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have an equity share of at least 26% (twenty six per cent) each in the Special Purpose Vehicle (or SPV) as explained in this tender document, should satisfy the above conditions of eligibility, provided that

each such member shall, for a period of 2 (two) years from the date of commercial operation of the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV.

### **3.1 FURTHER CONDITIONS FOR JV/CONSORTIUM:**

Intending tenderer(s), as Consortium, is eligible to participate in the tender. The term “Tenderer” used in this document would apply to either a Single Entity or a group of entities, i.e. a Consortium. Further, the Tenderer may be a natural person, private entity, government owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in this tender document.

(a) The Tenderer shall not have a conflict of interest that affects the Tendering Process. Any Tenderer found to have a Conflict of Interest shall be disqualified. A Tenderer shall be deemed to have a Conflict of Interest affecting the Tendering Process, if:

(i) The Tenderer, its Member or Associate (or any constituent thereof) and any other Tenderer, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Tenderer, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Tenderer, its Member or Associate, as the case may be) in the other Tenderer, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956, or any of its subsequent amendment. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

(aa) Where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(bb) Subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis ; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb).

(i) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; OR

(ii) A constituent of such Tenderer is also a constituent of another Tenderer;  
OR

(iii) Such Tenderer, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Tenderer, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Tenderer, its Member or any Associate thereof; OR

(iv) Such Tenderer has the same legal representative for purposes of this Tender as any other Tenderer; OR

(v) Such Tenderer, or any Associate thereof has a relationship with another Tenderer, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Tender of either or each other.

(b) A Tenderer shall be liable for disqualification if any legal, financial or technical adviser of KoPT in relation to the Tender is engaged by the Tenderer, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Tender. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Tenderer, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this Tender. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the contract.

**Explanation:** In case a Tenderer is a Consortium, then the term Tenderer, as used above, shall include each Member of such Consortium.

Note:

Notwithstanding anything to the contrary contained in this tender document, in the event of any member of any Consortium suffering from a Conflict of Interest, the offer of such consortium shall be treated as disqualified. However, in the event of similar situation arising / detected after placement of LOI, the same shall have to be addressed and resolved by the Consortium, failing which the contract, if entered into, shall be terminated.

In this regard, it must be borne in mind that suppression of such Conflict of Interest, if detected later, shall not absolve the Consortium of its responsibility and appropriate action shall be initiated in terms of the provision of the tender.

The Tenderer(s) shall have valid documents as listed in various clauses of this tender document including those given above and submit the same in the manner as stipulated.

### 3.2 Technical & Financial Capability:

The tenderer (whether a single entity or a consortium) must satisfy pre-qualification criteria as stipulated at Clause-1.0 at Annexure-B.

### 3.3 Assessment of eligibility:

- 3.3.1 In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have an equity share of at least 26% (twenty six per cent) each in the Special Purpose Vehicle (or SPV) as explained in this tender document, should satisfy the above conditions of eligibility, provided that each such member shall, for a period of 2 (two) years from the date of commercial operation of the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV.
- 3.3.2 The entity claiming the capability should have held, in the company owning the eligibility, a minimum of 26% equity during the entire period for which the eligible experience is being claimed.
- 3.3.3 Experience of any activity relating to an eligible activity shall not be claimed by more than one member of a consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
- 3.3.4 The Tenderer shall submit a Power of Attorney as per format given at Annexure-S, authorizing the signatory of the Tenderer to submit the tender.
- 3.3.5 Where the 'Successful Tenderer' is a 'Consortium', it shall be required to form an appropriate 'Special Purpose Vehicle' or SPV, incorporated under the Indian Companies Act 1956, to execute the Contract Agreement and execute the contract. It shall, in addition to forming the SPV, comply with the following additional requirements:
  - a) Members of the Consortium shall nominate one member as the 'Lead Member' who shall have an equity share holding of at least 26% of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure-T, signed by all the other members of the Consortium;
  - b) The Tender shall contain the information required for each member of the Consortium as per Annexure-I.
  - c) The Tenderer shall include a brief description of the roles and responsibilities of individual members of the consortium, particularly with reference to technical and financial obligations, as per Annexure-U and V.
  - d) An individual (single entity) Tenderer participating in the instant tender shall not be a member of any other Consortium participating in the instant tender; further, a member of a particular Consortium shall neither submit any tender individually nor shall be a member of any other Consortium participating in the instant tender;
  - e) Members of the Consortium shall enter into a binding Joint Bidding Agreement (JBA) (substantiated in the form specified at Annexure-W, for the purpose of submitting Tender. The JBA, to be submitted along with the Tender, shall, inter alia:
    - i. Convey the intent to form an SPV with shareholding / ownership equity commitment(s) in accordance with this tender, which would enter into the Contract Agreement and subsequently perform all the

obligations of KoPT in terms of the said agreement, in case the Contract is awarded to the Consortium;

- ii. Clearly outline the proposed roles and responsibilities, if any, of each member;

Commit the minimum equity stake to be held by each member;

- iii. Commit the minimum equity stake to be held by each member;
- iv. Commit that each of the members, whose experience will be evaluated for the purposes of this Tender, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commencement of dredging operation under the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV;
- v. Members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the completion of two years from the date of commencement of the contract and
- vi. Include a statement to the effect that all members of the Consortium shall be liable and responsible jointly and severally for all obligations of KoPT in relation to the contract throughout the contract period.
- vii. Except as provided under the Tender Document, including its Addendum, if any, there shall not be any amendment to the said JBA without the prior written consent of KoPT.

3.3.6 The Single Entity participating in the tender or all the members of the Consortium 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-X**.

3.3.7 A Tenderer including any Consortium Member or Associate shall, in the last 3 (three) years ending on the day preceding to the day of issue of the tender, 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 against the Tenderer, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Tenderer, Consortium Member or Associate as per **Annexure-X**.

3.3.8 In computing the Technical Capability and Financial Capacity of the Tenderer / Consortium Members, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

**Note:** For purposes of this Tender, 'Associate' means, in relation to the Tenderer/Consortium Member, a person who controls, is controlled by, or is under the common control with such Tenderer/Consortium Member. As used in this definition, the expression 'control' means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.



### 3.4 **Change in composition of the Consortium:**

3.4.1 Change in the composition of a Consortium shall not be permitted by KoPT either during the 'Techno-commercial Evaluation Stage' [i.e., from the 'date of issuance of Tender.' up to the 'date of notification of the techno-commercially valid tenders'] or during the 'Price-Evaluation Stage' [i.e., from the 'date of notification of the techno-commercially valid tenders' up to the 'date of placement of Letter of Intent (LoI)']. The same may be permitted only after placement of LoI where:

- a) The reason for such change with proof, if applicable, shall be submitted along with the application. Request for change without any valid reason will not be entertained by KoPT.
- b) The Lead Member continues to be the Lead Member of the Consortium;
- c) (i) In case of substitution, the substitute is at least equal, in terms of Technical & Financial Capability, to the Consortium Member who is sought to be substituted. In this regard, documents shall have to be furnished to establish that the proposed member is in possession of experience and having financial health at least equal to that of the substituted member during the period as stipulated in the pre-qualification criteria of the tender. (ii). In case of removal of any member without substitution, the remaining member(s) shall fulfill the pre-qualification criteria of the tender. (iii). In case of induction of any additional member(s), documents shall have to be furnished to establish experience and financial health of the proposed additional member.
- d) The new Member(s) expressly adopt(s) the Tender already made on behalf of the Consortium as if it/they were a party to it originally, and is/are neither a Tenderer/Member/Associate of any other Consortium participating in this tender nor a single entity having participated in this tender.

3.4.2 Approval for change in the composition of a Consortium shall be at the sole discretion of KoPT and must be approved by KoPT in writing.

#### **KoPT reserves the right to reject any tender if:**

- a) At any time, a material misrepresentation is made or uncovered, **OR**
- b) The Tenderer does not provide, within the time specified by KoPT, the supplemental information sought by KoPT for evaluation of the Tenderer.
- c) The Non compliance of the pre conditions as per NIT by the change in composition of the Consortium

**Note:** If the Tenderer is a Consortium, then the entire Consortium may be disqualified / rejected. If such disqualification / rejection occurs after the tenders have been opened and the Lowest Tenderer gets disqualified / rejected, then the Authority reserves the right to take any such measure as

may be deemed fit at the sole discretion of KoPT, including annulment of the Tendering Process.

- 4 All the documents as mentioned here-in-before shall have to be UPLOADED or submitted offline as the case may be. The tenderer should clearly understand that no information/indication as to price should be entered in the page of “Bill of Quantities” or elsewhere in the Techno-commercial Bid. **Indication of price anywhere in any manner in the Techno-commercial part of the tender would lead to rejection of the offer.**
- 5 The Price Bid as per the format of Bill of Quantities, must be uploaded. No condition or conditional rebate should at all be indicated/mentioned in the Price Bid.
- 6 Tenderers may note that non-submission of any of the aforesaid documents/non-fulfillment of any of the aforesaid criteria shall lead to disqualification of their offers.
- 7 Techno-commercial bid would be opened on the aforesaid schedule date of opening the techno-commercial bids. Price Bids of only the qualified bidders shall be opened on a suitable date, to be intimated beforehand.
- 8 The Trustees will not be responsible for any cost or expense incurred by the Tenderer in connection with preparation or submission of the tenders.
- 9 In case of unscheduled holiday, Strike/Bandh etc. on the scheduled date of Site Inspection, Pre-bid Meeting, submission of bids, opening of Techno-commercial or Price Bid, the same time (as per the schedule) on the next working day will be considered as scheduled time for the purpose of Site Inspection, Pre-bid meeting, submission of bids, opening of Techno-commercial or Price Bid, as the case may be. Here, Trustees’ working day means Monday to Friday in between 9-30 hrs. to 17-30 hrs.
- 10 Should there be any doubt or ambiguity as to the meaning of any portion of the tender document or if any further information is required, the same shall be clarified/amended by KoPT in the Site Inspection and Pre-bid Meeting. No excuse of ignorance in this regard shall be accepted at a later date after the Pre-bid meeting. In the event of making any important clarification or amendment of terms of the tender, pursuant to the discussion in the Pre-bid meeting, the same shall be immediately hoisted in KoPT’s website, MSTC’s e-procurement portal and CPP Portal for information of all concerned and the same shall form a part of the Tender Document. Separate newspaper advertisement may not be issued. The tenderers are requested to keep themselves informed of the development by visiting the said websites regularly. Such amendment(s) shall be binding upon them. Any offer having deviation from KoPT’s terms and conditions shall render such offer unacceptable to KoPT. No alteration shall be made by the Tenderer in the tender document and the offer must be in accordance with the terms and conditions of the tender. The prospective tenderers may inspect the site prior to the date of Site Inspection and Pre-bid Meeting in order to make themselves fully aware of the work, site and scope of work as mentioned in the Bill of Quantity as per tender. For attending the Pre-bid Meeting, the representatives of the tenderers should accompany proper authorizations letters from their respective organizations.
- 11 Supplier/Service Provider to confirm that the GST amount charged in Invoice is declared in its returns and payment of taxes is also made.
- 12 The supplier/service Provider agrees to comply with all applicable GST Laws, including GST acts, rules, regulations, procedures, circulars and interaction there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST Laws are timely uploaded in GSTN. In case there is any mismatch between the uploaded in GSTN by supplier/service provider and details

available with Kolkata Port Trust, then payment to supplier/service provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payment till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's account and is finally available to the Kolkata Port Trust in terms of GST Laws and that the credit of GST taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.

- 13 Kolkata Port Trust has the right to recover mandatory loss including interest and penalty suffered by it due to any non-compliance of tax law by the supplier/service provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust by way of adjustment in consideration payable.
- 14 Supplementary invoices/debit note/credit note for price revision to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding financial year.
- 15 The purchase order/work order shall be void, if at any point of time you are found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.
- 16 The quoted rates would be kept valid for **at least 120 days** from the date of opening of the Techno-commercial Bid.
- 17 The Trustees' reserve the right to disqualify a tender in case they are satisfied that any bribe, commission, gift or advantage has been given, promised or offered by or on behalf of any of the tenderers to any officer, employee or representative of the Trustees or to any person on his or on their behalf in relation to acceptance of the tender.
- 18 The tenderers shall distinctly understand that they will be strictly required to conform to all the terms of the tender and the plea of custom prevailing will not in any case be accepted as an excuse on their part for infringing of any of the conditions and they shall refrain from sending revised or amended quotations, after the closing date and time of the tender.
- 19 The contract document shall be drawn in English language only. The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of High Court of Kolkata, West Bengal, India including the Acts like The Indian Contract Act, The Major Port Trusts Act, The Workmen's Compensation Act, The Minimum Wages Act, The Contract Labour (Regulation & Abolition) Act, The Dock Worker's Act, The Indian Arbitration & Conciliation Act, The Dock Safety Regulations, Act(s) or any other act, law, rule as may be applicable.
- 20 **Cost of the Tender:-** Tender Fee of Rs.2,500/-(Rupees Two thousand Five hundred only) is to be submitted offline as indicated in Clause no. 8(b) of "Instruction to tenderers" by CTS Banker's Cheque/ Demand Draft/Pay Order of any Kolkata Branch of a Scheduled Bank of India, drawn in favour of 'Kolkata Port Trust' and payable at Kolkata within 3 working days after opening of the techno-commercial bid. However, a scanned copy must be uploaded under the part-I i.e. techno commercial part of the eTender.

- 21 **Earnest Money:-** The bidders shall be required to deposit Rs.26,95,600/- (Rupees Twenty Six lakh Ninety Five thousand Six hundred only) as 'Earnest Money Deposit' (EMD) payable to 'Kolkata Port Trust' by Banker's Cheque or Pay Order or Demand Draft, payable at Kolkata. Alternatively, an amount of INR 10.0 Lakh (Rupees Ten Lakh) shall be paid by Banker's Cheque / Demand Draft / Pay Order and the balance amount may be submitted in the form of a Bank Guarantee issued by any Indian nationalized bank, having branch at Kolkata in the prescribed format. 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 Calcutta High Court. Specimen EMD format is enclosed at Annexure-Q. The Bank Guarantee shall remain valid for a period of 6 months from the scheduled date of opening of Part-I of the bid with a further claim period of one month. EMD is to be submitted within 3 working days after opening of the techno-commercial bid. However, a scanned copy must be uploaded under the part-I i.e. techno commercial part of the eTender.

Earnest Money of unsuccessful bidders will be refunded within 2 months of opening the Price bid or on finalization / acceptance of tender, whichever is earlier. If Price bid is opened before expiry of validity of Earnest Money Instrument, the same will be refunded to bidders other than the L-I bidder. EMD of L-I bidder will only be encashed. If Price bid cannot be opened for any reason before expiry date of Earnest Money Instrument, the bidder would be requested to extend the validity of the EMD Instrument within the validity period of the offer, failing which the EMD instrument would be encashed. Tender submitted without EMD shall not be considered.

After conclusion of Tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. However, the contractor may be allowed to convert the EMD as a part of Security Deposit. In case the successful bidder fails to accept the contract or fails to submit the Security Deposit, the EMD will be liable for forfeiture.

- 22 **Exemption:** Micro & Small Enterprise (MSEs) registered with NSIC (under Single Point Registration scheme)/DIC(District Industries Centre) shall be exempted from payment of cost of Tender Document and depositing Earnest Money for which copies of valid MSE's Certificate along with NSIC Certificate/DIC Certificate with list of items registered must be submitted in techno-commercial part of their offer for claim of such exemption otherwise their offer will be rejected. But all MSEs registered with NSIC and DIC are not exempted from depositing cost of tender document and earnest money. Only those firms, having documents of such exemption for the whole tender work (as per scope of work) will be exempted. **In case of submission of the bid by joint venture/ consortium, all members of the joint venture/consortium should have NSIC Certificate/ DIC Certificate in the relevant categories.**

- 23 **Evaluation criteria:** Evaluation will be done on the basis of Grand total price including all charges excluding GST for **Part-A & Part-B. GST as applicable will be paid extra at actual**

**SCOPE OF WORK**

**Introduction**

The Khidirpore Dock (KPD) is an impounded dock system where the basin water level is required to be maintained at 6.4 - 6.97 Mtr. above datum. To maintain the requisite basin water level, six no. Vickers make Vertical Fixed Pitch Single Stage Axial Flow Pumps (Recirculation pump) each having capacity of 47200 Gallons Per Minute(GPM) at total head of 15 Feet were installed during 1965-67 by M/s. Vickers Limited, UK for impounding water from river to basin and recirculation of water between lock barrel and dock basin. All these six sets, resting on separate foundations, have suction from the Lock Barrel along its Western wall with individual suction mouth at 29 feet below the quay level. All the six pumps have their outlets converging into a common delivery line to discharge water into the Dock Basin.

Motors of these pumps are powered by a High Tension supply fed through an electrical system comprising VCB Panel, VCU Panel, Auxiliary Panel, Capacitor, etc.

**Function:** For the sake of maintaining the water-level of the dock-basin generally at 3 feet below quay level against loss of basin water during opening of Lock Gates for vessel movement and leakage in the lock gates, the Pumps (Recirculation pumps ) are required to be operated on daily basis. Normally two pumps are operated simultaneously.

**TECHNICAL DETAILS OF THE EXISTING  
ARRANGEMENT OF RECIRCULATION PUMP OF KP  
LOCK SYSTEM**

**[A] EXISTING PUMP SYSTEM**

- i. Make: Vickers Ltd.
- ii. Year of installation: 1968.
- iii. Type: Vertical, Fixed pitch, single stage axial flow pump.
- iv. Capacity: (i) Quantity - 47200 G.P.M.  
(ii) Total Head -15 Feet
- v. Speed : 490RPM
- vi. Discharge Diameter: 48 inches
- vii. Datum line: : 24 feet below the jetty level
- viii. Level of bed of lock-barrel & dock-basin: : - 19 feet
- ix. Level of the centre line of the discharge pipe: : +16 feet 6 inches
- x. Level of the inlet bell mouth of civil construction: : - 1foot 10 inches
- xi. Pit dimension : : 7 feet 6 inches X 7 feet 6 inches
- xii. Level of the bottom of the pit : : + 2 inches
- xiii. Level of the top of the pit : : + 12 feet 5 inches
- xiv. Pumps are operated within the following range :-
  - (i) Minimum Water level at the barrel : + 5 feet
  - (ii) Maximum Water level at the barrel : + 22 feet 10 inches

- (iii) Maximum Water level at the dock-basin: : +22 feet 10 inches
- (iv) Normal pumping range : +12 feet to +22 feet

### **[B] EXISTING ELECTRIC SYSTEM**

**(a) Motor Details :-**

Make of motor – Lancashire, Dynamo and Crypto Ltd., U.K.  
 Motor type – SCR Induction motor, Rating – CM, Class – B.  
 Motor rating – 350 BHP, 6000 Volt, 3 Phase, 50 Cycles, 490 RPM, 33.8 Amps.  
 Star connected.

**(b) Panel :-** There is 6 nos. VCB Panel comprising of 2 nos. as Incomer and 4 nos. as Outgoing feeder presently working 4 nos. Pump Motor.

Make – Schneider.  
 Type – PIXMV.  
 Normal current – 800 Amps.; Service Voltage – 6000 Volt,  
 Design frequency – 50 Hz.,  
 Short time current, 3 Sec. – 18.4 KA.  
 Closing Voltage – 110 Volt, D.C.  
 Shunt trip voltage – 110 Volt, D.C.  
 With Microprocessor based Relays.  
 Operating Mechanism - Motor operated spring charged mechanism

**(c) VCU Panel – 4 Nos. 6 KV, 400 Amp, 6 KA for 1 second, Auxillary Supply Voltage - 110 Volt DC, With Microprocessor based Relays**

**(d) Auxiliary Panel :-**

Incomer switch –  
 Make – Wallestown Engineering Ltd., 660 V AC max, making capacity-46 KA  
 Rated current – 160 Amp.

Distribution feeder with rated current of 60 A for the followings :-  
 Valve motor, Battery charger, Rectifier supply unit, Level compressor, No float relay,  
 Lub. Pump motor.

Conforming to – BSS 3185 – 1951.

**(e) Capacitor :-**

Make-BRYCE Capacitor Ltd., England, Type – 162 BS1959, 140 KVAR,  
 Suitable for 6000 V, 50 Hz, 3 phase, Star connected, Rated line current – 13.5 Amps.

## **Scope of work : PART-A**

### ***Design, manufacture, supply, delivery, installation and commissioning of 3 No. vertical fixed pitch single stage axial flow pump motor sets including valves, electrical accessories***

1. The broad scope of work will be as per the following:

- a) 3 No. Recirculation Pump Motor sets to be replaced with new set of pump motor with allied electrical items, valves in the existing pits of pumps.
- b) Dismantling of the existing pump motor sets, along with allied electrical items, electric motor driven delivery gate valves, reflux valves.etc. Necessary blanking to prevent entry of water in the room is to be done by the contractor. Stoplog gate will be supplied by Kolkata Port Trust (KoPT) for use at the inlet culvert (maximum two at a time) and the discharge line. However, the contractor will have to handle the same as required. Modification of the stoplog or replacement of the rubber strip of the stoplog, if require for the work, shall be carried out by the contractor. Placement of stoplog at suction culvert and discharge line & dewatering by submersible pump is under the scope of work of the contractor.
- c) Design, engineering, manufacture, supply and delivery of pump motor sets with allied electrical items, lubricating system, cooling system, electric motor driven gate valves, triple door reflux valves and other items required for commissioning of the pumps.
- d) Installation of the pump motor sets in the existing pit with allied electrical items, lubricating system, cooling system, electric motor driven gate valves, triple door reflux valves, etc. Modification of existing short pipe at the delivery line of each pump accommodating/adjusting valves is to be done if required, or new short pipe is to be supplied without any extra cost to KoPT to accommodate the new valves.
- e) Cleaning of existing pump pits from silt is under the scope of KoPT.
- f) Existing bell mouth grouted in the concrete is to be used. However, if any of the three bell mouths grouted in the concrete is found damaged, the same is to be replaced. Dismantling of existing grouted bell mouth, supply of a new bell mouth & fixing of the same by grouting” if found necessary, will be in the scope of the successful bidder.
- g) Trial, testing and commissioning of the pump motor sets with allied electrical items, lubricating system, cooling system, electric motor driven gate valves, triple door reflux valves.
- h) Pump to be tested at the test bench of the manufacturer, testing of other items to be made as per relevant standard and/or QAP.
- i) HT Electrical source will be available at existing pump room.
- j) Necessary arrangement to be made for integration the new VCB panel with the existing HT Panel for necessary interconnection.
- k) System Design Calculation and drawing of the scheme, detail engineering of pump, valves, electrical panels and capacitor bank along with operating software (if any) and documents, in requisite copies, are to be submitted for vetting of KoPT and/or Govt. Engineering Institute like IIT(Kharagpur)/ Jadavpur University / IEST( Shibpur) (Appointed by KoPT).
- l) Further, the successful Bidder will furnish 6 sets of final basic & detail engineering drawings, manufacturing drawings of fast wearing items, as built drawings, documents, operating software(if any). 6 sets of operation and maintenance manuals with spares part catalogue indicating source of supply in hard copies.

- m) One set of ink polyester reproducible and soft copy (in editable format) of the drawings are also to be submitted by the successful bidder.
- n) The successful Bidder shall supply 2 ( two) complete and unused sets of all the special tools and tackles including required number of toolboxes as required for maintenance, overhaul of the equipment and components required for the system. All the tools shall be supplied in separate containers clearly marked with the name of the equipment for which they are intended.
- o) Receipt of material, loading / unloading, storage, watch & ward to be arranged by the successful bidder. Transportation of materials/spares/tools & tackles or anything required for the purpose of full execution of the contract shall be arranged by the Contractor. However, for transportation of heavy materials from Lock Entrance DBM Office side to RC Pump House, KoPT may provide Crane vessel if the same is commissioned.
- p) Replacement work of the pump motor sets, electrical panels and capacitor bank is to be carried out without discontinuing operation of the working pump motor sets. However, necessary shutdown for barest minimum time will be considered by KoPT. The successful bidder shall ensure that the installation of the new system will not interfere or cause any hindrance with the existing system.
- q) The successful bidder would be required to operate the new system for a period of 15 days (beyond 12 months completion period) from the date of commissioning and PG Test of each pump separately and during which period the staff and supervisor of KoPT to be trained for taking up the operations. During this period, for attending Breakdown maintenance, the contractor shall deploy maintenance staff at his own cost round-the-clock.
- r) In the event of any breakdown/defect in any part of the pump motor set including valves and electrical items being detected during the guarantee period, the contractor shall attend such breakdown within 12 hours of reporting from KoPT's side verbally or any other form of communication and undertake repair at their own cost and rectify the same to the satisfaction of KoPT. Such guarantee repair, if required, would have to be executed in the shortest time practicable. During the guarantee period, schedule maintenance is to be done by the contractor with supply of spares and consumables as required free of cost.
- s) All tools & tackles as per the requirement of the equipment, etc. are to be arranged by the successful bidder.
- t) Submersible pumps required for erection work will have to be arranged by the contractor.
- u) Supply of all commissioning spares required during Preliminary Acceptance Test, Hot trial and Performance Guarantee Test (PG Test) to be arranged by the successful bidder.
- v) Arrangement of all erection equipment viz. cranes, hoists, winches, etc, and safety appliances as required for storage and erection of system & equipment to be arranged by the successful bidder. 1 no. 7 Tonne Hand operated Overhead Crane available at pump room can be used. However, in case of defect of the crane, contractor has to rectify the same. The name of safety officer for the project will be furnished by the successful bidder during kick off meeting.
- w) Training of KoPT's personnel of all individual discipline namely mechanical, electrical for operation.
- x) Testing and cold trial run of systems/ sub - systems and integrated testing will be carried out by the successful bidder followed by commissioning. On successful commissioning, Performance Guarantee Test (PG) test of the entire system will be carried out.
- y) The inspection of the total work excluding Comprehensive Maintenance Contract shall be carried out by 3rd party like IRSS/ Lloyds/ BV/ DNV/ ABS (Appointed by KoPT). However, successful bidder has to arrange the facilities for inspection.



- z) Site will be handed over to the KoPT in clean and orderly manner to the satisfaction of the site engineers after commissioning of the project.

2. **Scope of work for electrical items:-** Bidder shall cover design, basic and detailed engineering, submission of drawings of VCB Panel, VCU Panel, Capacitor Bank, MCC Panel, Operating Panel etc., Manufacture, Testing, Inspection by representative of KoPT / third party (appointed by KoPT), loading, forwarding, delivery at site, loading /unloading, storage, handling of materials / equipment for erection, erection, no load and load testing, commissioning, and handing over all Electrical System to representative of KoPT for complete and satisfactory operation of Pump Motor Set. Details of the two existing VCB would be provided during detailed engineering. Control cabling is in the scope of the successful bidder. For old VCB , only pump running and on/off are to be provided in Common Control Desk.

Any item or equipment not specifically mentioned but essential for proper installation, operation, maintenance, and safety of plant, equipment and personnel shall be included by the bidder in his scope of work.

All the equipment shall be inspected at manufacturer's works by representative of KoPT / third party (appointed by KoPT) before dispatch,. The successful bidder shall provide all tests certificates and other necessary documents / information related to Inspection and Testing at works. All necessary arrangement for inspection at works shall be organized by the successful bidder.

**Guide-line for erection of electrical equipment and accessories :-** All the electrical equipments shall be installed with proper care and as per layout drawings. The contractor shall have valid Electrical Contractor License, valid for West Bengal or may be National Licence holder and as well as Supervisory License. He shall have Electricians and Supervisors holding valid liceneses for HV and LV installations.

**Erection accessories, spares, safety items, documentation and other miscellaneous items for electrical works :-** (i) Supply of all erection accessories, materials and all consumable materials for complete laying and termination of cables, erection of electrical equipment and earthing system etc.

(ii) Arranging for HT power supply from existing nearby sub-station, power (both Incoming and Outgoing) and control cables, cable trays, cable laying etc. Supply and installation of GI / Hume Pipes for protection of cables at Road crossings and other places where cables may be subjected to mechanical stress and damage.

(iii) Safety items like hand gloves, shock treatment charts, discharge rods, rubber mats (of required voltage class), in front and rear of all Panels, Danger / Caution Board, Fire extinguisher, fire sand bucket, etc.

3. The successful bidder shall submit Overall bar-chart schedule. The overall bar-chart schedule should be planned in weeks. The heads to be covered in the schedules shall broadly be as follows:-
- Detail Design calculation, Engineering & Approval.
  - Submission and approval of drawings.
  - Submission of QAP for approval.

- Manufacturing of equipment
- Placement of order for different bought out items.
- Delivery of equipments
- Erection of equipment including electrics etc.
- Preliminary Acceptance Test ( No Load Test)
- Trail- Run, Commissioning & Liquidation of defects crop-up during Commissioning
- Performance Guarantee Test.

### **Scope of work : PART-B**

#### ***Comprehensive Annual Maintenance Contract for a period of 5 years after expiry of guarantee period of one year***

1. The broad scope of work will be as per the following:

- a) The Contractor shall undertake Comprehensive Maintenance work which would inter alia include scheduled/preventive maintenance, break-down repairs, Periodic Overhauling (POH) etc. of the supplied 3 no. Pump-motor set including allied electrical items, lubricating system, cooling system, electric motor driven gate valves, triple door reflux valves, etc during the AMC period.
- b) The Contractor shall supply all necessary spares, materials & consumables free of cost for providing the maintenance support during the AMC period.
- c) Monthly Preventive maintenance of all the three Pump-motor sets including allied electrical items, lubricating system, cooling system, gate valves, reflux valves is to be carried by the Contractor as per the Preventive Maintenance Schedule to be supplied by the contractor at the time of supply. POH of electrical installation are to be done once in a year. POH of each pump is to be done in first six months of 3<sup>rd</sup> year and 5<sup>th</sup> year of AMC period.
- d) In the event of any breakdown/defect in any part of the pump motor set being detected during the AMC period, the contractor shall attend such breakdown within 12 hours of reporting from KoPT's side verbally or any other form of communication and undertake repair and put into operation. All breakdown calls are to be noted in Register with date and time with corresponding completion date and time to ensure compliance as mentioned above.
- e) For carrying out scheduled maintenance work, each pump will be given 4 hours of time each day when the subject pump is not in operation. Similarly, for carrying out POH, each pump motor sets with accessories will be given 15 days in a year. However, both the scheduled maintenance work and POH have to be fixed in consultation with KoPT and without any interruption to shipping movements. The above periods of non-availability of pumps due to maintenance will not be taken into consideration while calculating availability period for the purpose of payment of AMC bill.
- f) All tools & tackles required for maintenance work are to be arranged by the successful bidder. The contractor will be allowed to use one set of tools & tackles

out of the two sets supplied to KoPT as per item no.(n) under Scope of Work:  
Part-A of Annexure-C at page no. 24

- g) Stoplog gate will be supplied by KoPT for use at the inlet culvert (maximum two at a time) and the discharge line. However, the contractor will have to handle the same as required. Modification of the stoplog or replacement of the rubber strip of stoplog, if require for the work, shall be carried out by the contractor. Placement of stoplog at suction culvert and discharge line & dewatering by submersible pump is under the scope of work of the contractor.
- h) Submersible pumps required for maintenance work will have to be arranged by the contractor.

## SPECIFICATION

### SPECIFICATION

(A). **Specification of Pump :-**

- (i) Type: Vertical, Fixed pitch, single stage axial flow pump. (Type of construction of the pump shall be similar to the existing pump.)
- (ii) Capacity: (a) Discharge Quantity – 10700 cub mtr per hr to 12800 cub mtr per hr.  
(b) Total Head -15 Feet  
To determine the discharge quantity within the specified range, design is to be done by the successful tenderer considering existing suction culvert, existing grouted bell mouth, existing discharge pipe, component of the existing pump and site condition.
- (iii) RPM of the pump-490 Maximum.
- (iv) Efficiency -80% minimum
- (v) Discharge diameter size shall be 48" .
- (vi) Pumps shall be operated within the suction water level range of + 4 feet to + 22 feet 6 inch.
- (vii) Water to be pumped from river is contaminated with silt, sand and other floating bodies. For design purpose specific gravity of sample water to be tested. However minimum specific gravity shall be considered as 1.03.
- (viii) Existing Common Discharge Line where the six existing outlets from each of the six existing pump meet is to be used.
- (ix) Normally two pumps are to be operated simultaneously.
- (x) Drawings of existing arrangement of delivery pipeline and suction culvert as well as pit for placement of pump are enclosed. However, successful tenderer should inspect the site and verify the dimensions of the supplied drawings with the existing installation.
- (xi) 2 No. steel beams of size 12"x 5"approx. above each pump pit (shaft) which support the pump motor sets are to be replaced by new ones suitably along with necessary civil work required for the job.
- (xii) New pump motor sets are to be installed at the **existing pump-foundation without altering any civil structure.**
- (xiii) Replacement work of the pump motor sets is to be carried out without discontinuing operation of the working pump motor sets. However, necessary shutdown for barest minimum time will be considered by KoPT.
- (xiv) Material of construction of the components shall be equivalent to the existing pump components or better than the material of existing pump component. **Component of the new pumps to be made of casting for similar component of existing pump which are made of casting. In case of any components of new pump which are not existing in the old pump, are to be made as per IS or as approved by KoPT/Consultant.**
- (xv) Noise level, Vibration and Temperature shall be as per relevant standard.

**(B). Specification of Electrical system :-**

- **Motor :**

- a) Motor Type – Vertical Type Induction Motor.
- b) Rated Output – Suitable for the pump
- c) Voltage – 6000 Volt  $\pm$  10%, 3 Phase,
- d) Frequency – 50 Hz,
- e) Rotor Speed – Suitable for the pump,
- f) Connection of stator winding – STAR,
- g) Duty Type – S1,
- h) Insulation – Class F
- i) Standards IS – 325 (1996) or latest amendments.
- j) RTD for Driving end & Non Driving end Bearing with dial gauge are to be provided.
- k) Star point of the stator should be accessible.
- l) Characteristics of motors should match with pump sets.
- m) Motor Winding, Bearing and Pump Bearing Temperature Scanners shall be provided on Unit Control Desk.
- n) Motorised Valves shall have Integral Starter with Local and Remote selection. Same shall be controlled from Unit Control Desk.

- **Starting of HT Motors :** By Flux Compensated Magnetic Amplifier (FCMA) type Soft Starter.

**The FCMA type Soft Starter will be of following characteristics :**

- a) The Flux Compensated Magnetic Amplifier (FCMA) Soft Starter shall be suitable for operation on specified Voltage at 3 Ph, 6KV, 50 Hz A.C.
- b) The Soft Starter shall be rated equivalent to the HV induction motor rated power and shall be capable of operating satisfactorily with the HV induction motor under the specified starting conditions of the induction motor. The Soft Starter rating offered shall not be less than the rated kW of the HV induction motor.
- c) The Soft Starter shall control the starting torque in such a manner so as to effect smooth starting of the HV induction motor drive. The Soft Starter shall be provided with suitably rated ammeter to indicate the motor current during starting.
- d) The Flux Compensated Magnetic Amplifier (FCMA) shall work on the principle of unsaturated core in the working zone and shall not lead to generation of harmonics. The Soft Starter shall have Silicon steel core. The windings of the Soft Starters shall be with insulation class H.
- e) Max. Temperature of winding shall be limited to that of class B. The FCMA unit should be Air Cooled and dust & vermin proof. The FCMA Soft Starters should be suitable for indoor mounting.
- f) The Soft Starter shall be so rated as to allow at least three consecutive starts from cold or two hot starts per hour.
- g) The Soft Starter shall be designed for supply voltage variation of  $\pm$  10% and Frequency variation of  $\pm$  5%.
- h) The FCMA Soft Starter shall be housed in a sheet steel enclosure of thickness not less than 14 gauge and painted with corrosion resistive paint such as Epoxy or Polyurethane.
- i) FCMA Soft Starter unit shall have anti condensation heater, complete with switch and thermostat.
- j) FCMA Soft Starter shall have a built in facility for run mode bypass so that the incoming voltage to the HV induction motor is equal to the supply voltage.

k) CT shall be provided in the soft starter panel for differential protection of the motor of: Class-PS,  $V_k=200V$ ,  $I_{mag} \leq 15mA$ .

- **Electrical Panels :**

There are two parts, one consists of VCB Panel and other is Vacuum Contactor Panel. For operation of each motor one VCB Panel & one Vacuum Contactor Panel is required. One MCC Panel [LT Supply] is required for motor of Gate Valve, Pump Motors for Cooling System or any other auxiliaries.

One Control Desk / Panel is required for operation of 3 Nos. new HT Motors and 2 nos. existing HT Motors with necessary modifications.

- (i) The Vacuum Circuit Breaker Panel will be complete with VCB, CT, PT, Protective RELAY, Meters so as to operate as a self content unit. 4 Panel Indoor Vacuum Circuit Breaker consists of one Incomer and 3 nos. Outgoing Panel with one adapter panel (if required) for integration with existing panel.

The circuit breakers will be of following ratings and characteristics:-

- a) Service voltage - 6 KV
- b) No of Poles - 3 (three)
- c) Rated current - 800A
- d) Rated Frequency - 50 Hz
- e) Short time current rating 18.4KA for 3 Sec
- f) Rated voltage of operating device 110V DC. (separate Power Pack is to be arranged by the manufacturer)
- g) Operating mechanism - MOTOR (230 V, 50 Hz) operated & manual spring charged mechanism.
- h) For Incomer VCB, Microprocessor based IDMT type Over Current with Earth Fault Protective Relays with High Set Instantaneous unit.  
For Outgoing VCBs, Microprocessor based Under Voltage Relay, Motor Protection Relay.
- i) Alarm should be arranged for General Faults
- j) Digital Type Intelligent Panel Meter & Indicating Lamps (LED) should be provided

- (ii) Technical specification of Vacuum Contractor :

Indoor type, 6.6KV Vacuum Contactor Panel with vacuum contactor of -

- (a) Rating(thermal/operational)- 400A
- (b) Highest operational system voltage of 6.6KV
- (c) Highest insulation voltage 7.2KV
- (d) 6.6KV 400A triple pole vacuum contactor must have necessary NO+NC auxiliary contacts. The contactor is suitable for AC4 duty.
- (e) Suitable type CT &PT, Indicating Lamps (LED) should be provided
- (f) Provision of power supply to motor space heater with suitable interlocking arrangement.
- (g) Provision of suitable interlocking arrangement for operating Gate valve motor.

(iii) MCC Panel [LT Supply] shall be consisting of the following :

- a) One Incomer with suitable TPN MCCB,
- b) 10 Nos. Outgoing Feeder with suitable TP MCCB for Gate Valve & Lub oil Pump Motors,
- c) 02 Nos. Outgoing Feeder with suitable TP MCCB as Spare (Gate Valve & Lub oil Pump Motors),
- d) 02 Nos. Outgoing Feeder with suitable TPN MCCB for Lighting ckt. & Welding M/C,
- e) 01 No. Outgoing Feeder with suitable TPN MCCB as Spare (Lighting ckt. & Welding M/C),
- f) 20 Nos. Outgoing Feeder with suitable DP MCB for Space Heater & Auxiliary Supply.

- **Capacitor Bank**

- a) Voltage – 6KV $\pm$ 10%, 3 Phase.
- b) Highest system voltage – 7.6 KV.
- c) Frequency – 50 Hz  $\pm$ 2.5%
- d) Motor Switching – by Soft Starter.
- e) Capacitor – To improve power factor of the system at optimum level.
- f) Connection – As suitable.
- g) Each Capacitor Bank shall be started with a time delay relay after starting of HT Motor.

- **HT Cable**

**Total length of the HT cable would be around 300 meter for 3 pump motor sets. However, exact length of the Cable is to be ascertained by the bidders during execution. Specification of cable is as below:-**

Size of cable : 3C x 150 sq. mm.,  
Conductor : Stranded Aluminium comply to IS : 8130 - 1984 or latest amendment if any,  
Colour coded,  
Voltage Grade : 11 KV(E),  
Insulation : XLPE,  
Screening : Metallic with extruded semiconductor,  
Inner Sheathed : Extruded PVC,  
Armour : Galvanized Steel Strips,  
Outer Sheathed : Extruded PVC,  
Conforming to IS: 7098 (Part - 2) / 1985 or latest amendment if any.

- **LT copper cable of suitable size as per design parameter are to be supplied for control wiring and feeding power to LT motors and other accessories.**

**Earthing Protection :** Supply and installation of complete earthing system based on approved design calculations including earthing pits / deep earth pits/ earth grid with GI Strip for the VCB Panel, VCU Panel, Capacitor Bank, HT Motor, MCC Panel, Operating Desk, etc. Inter connections with existing Bus System to be considered.

The entire system shall be earthed in accordance with provision of relevant IEC recommendations / IS Code of Practice (IS 3043 – 1987) and Indian Electricity Rules, so that the values of the step and contact potential in case of fault are kept within safe permissible limit. Parts of all equipment and machinery not intended to be alive shall have two separate and distinct earth connection each to conform to the stipulation of the Indian Electricity Rules.

Design calculation and drawings for the electrical items like Motor, Panels, Capacitor Banks, Soft Starter, etc. are to be submitted for vetting by engineering Institute like IIT, Kharagpur / Jadavpur University/ IEST, Shibpur (Appointed by KoPT).

#### **LIST OF SPECIFIED MAKES**

<b>SL.NO.</b>	<b>EQUIPMENT</b>	<b>MAKES</b>
1.	AC MOTOR	ABB / BHARAT BIJLEE / CGL / KIRLOSKAR ELECTRIC / ALSTOM / SIEMENS
2.	MOULDED CASE CIRCUIT BREAKERS (PMCCB)	SIEMENS / ABB / L&T / GEPOWER / SCHNEIDER
3.	MINIATURE CIRCUIT BREAKER (MCB)	HAVELLS / MDS LEGRAND / SCHNEIDER / STANDARD / GEPOWER / HAGAR (L & T) / ABB / SIEMENS
4.	HRC FUSES	L&T / SIEMENS / BUSMAN / GEPOWER / INDO-ASIAN
5.	VACUUM CONTACTOR	SIEMENS / L&T / ABB / SCHNIEDER
6.	VACUUM CIRCUIT BREAKER	SIEMENS / L&T / ABB / SCHNIEDER
7.	AC POWER CONTACTORS	ABB / L&T / SCHNEIDER / SIEMENS / GE POWER / BCH
8.	THERMAL OVER LOAD RELAY	ABB / C&S / BCH / L&T / SCHNEIDER/ GEPOWER / SIEMENS
9.	CONTROL SWITCHES / SELECTOR SWITCHES	ABB / ALSTOM / BCH / KAYCEE / GEPOWER / SIEMENS
10.	PUSH BUTTONS	BCH / L&T / SCHNEIDER / SIEMENS / GEPOWER
11.	TIMERS/TIME DELAY RELAY	ABB / BCH / L&T / GEPOWER / SIEMENS / EAPL
12.	AUXILIARY RELAYS	ABB / BCH / L&T / SCHNEIDER / GEPOWER / SIEMENS
13.	LIMIT SWITCHES	BCH / EPCC (KAKKU) / AG MECHANIC / ESSEN GEPOWER / JAIBALAJI / SCHNEIDER / SIEMENS
14.	INDICATING LAMP LED TYPE	SIEMENS / L&T / BINAY / ESSEN / BCH / VAISHNO
15.	HOOTER / BUZZER / BELL / SIRENS	EPCC (KAKKU) / KHERAJ



SL.NO.	EQUIPMENT	MAKES
16.	LAMPS	BAJAJ / CROMPTON GREAVES / GE LIGHTING / PHILIPS / OSRAM / SIGMA
17.	HT XLPE Cable	UNIVERSAL / NICCO / RPG CABLES (ASIAN) / POLYCAB / TORRENT / KEI/GLOSTER
18.	XLPE/PVC POWER CABLES (LT)	CCI / UNIVERSAL / NICCO / RPG CABLES (ASIAN) / POLYCAB / FINOLEX / TORRENT / HAVELLS/ GLOSTER
19.	PVC CONTROL CABLES	CCI / LAPP / NICCO / RPG CABLES (ASIAN) / UNIVERSAL / POLY CAB / FINOLEX / TOSHNIWAL / DELTON
20.	CABLE TERMINATION KITS (XLPE)	MSEAL/3M / RAYCHEM

**(C) Electric motor driven delivery valve**

- a) Diameter 48" inch compatible with the pumping arrangement.
- b) Material of construction shall be best alternative mentioned in IS 14846 : 2000 in respect of strength and corrosion resistance.
- c) Electric motor of adequate power required for operation of the valve is to be provided.
- d) Provision of manual operation of the valve is also to be kept.

**(D) Triple Door reflux valve**

- a) Diameter 48 inch compatible with the pumping arrangement.
- b) Material of construction shall be best alternative mentioned in IS: 5312 (Part 2) in respect of strength and corrosion resistance.
- c) By-Pass Connection of the reflux valve is to be provided.

**(E) PAINTING---All painting work to be done with epoxy paint.**

## **INSPECTION**

### **1.0 GENERAL**

- 1.1 The whole contracted work will be inspected by KoPT/ 3<sup>rd</sup> party (Appointed by KoPT) at the works of successful Bidder during manufacturing and / or on final product as well as at site to ensure conformity of the same with the acceptable criteria of technical specifications, approved drawings, manufacturing drawings and applicable national / international standards.

### **2.0 QUALITY SYSTEM REQUIREMENTS**

The successful Bidder must recognise the importance of quality and follow defined quality programme in all stages of manufacturing and quality control activities of the product.

KoPT/ 3<sup>rd</sup> party (Appointed by KoPT) reserve the right to verify the quality programme of Bidder & its vendors/sub- vendors to assure the effectiveness of the programme to meet the intended and specified quality of the product.

### **3.0 QUALITY ASSURANCE PLAN (QAP)**

- 3.1 The successful Bidder shall furnish Quality Assurance Plan (QAP) for the whole work (i.e. manufactured items, bought out items, site work, testing and commissioning ) after completion of detailed engineering for approval of KoPT/ 3<sup>rd</sup> Party/KoPT's consultant at least one month prior to start of manufacturing.
- 3.2 QAPs must be submitted in six ( 6 ) sets for approval shall be duly stamped and signed by the successful Bidder.
- 3.3 The successful Bidder shall indicate procurement source, and furnish copies of P.O., Sub-P.O., Tender Specification, approved GA drawings/ data sheets & detailed manufacturing drawings, as backup reference materials during submission of QAP for scrutiny & final approval of QAP by KoPT/ KoPT's consultant/3<sup>rd</sup> party ( Appointed by KoPT).
- 3.4 Inspection and test requirements shall be decided with due consideration of relevant standards (BIS/ASME/IEC/DIN/API etc.) and factors like safety, duty cycle, operating conditions, equipment life, environmental conditions, place of installation and statutory regulations, as applicable, for a particular equipment. Any, additional type or special tests or routine tests if found necessary to establish the intended quality after detailed engineering then the same shall have to be incorporated in the QAP without any commercial implication.

- 3.5 Detailed QAP shall be prepared by the successful Bidder in consultation with their Sub-contractors / Manufacturers to avoid any complicity later .

#### 4.0 **CALIBRATION OF MEASURING EQUIPMENT**

- 4.1 All the measuring equipment used for inspection & testing shall be calibrated and appropriate accuracy class of measuring equipment shall be used.
- 4.2 Valid calibration certificate for all measuring equipment used during inspection and testing at manufacturer's works, with traceability to national standards of NPL / NABL accredited laboratories shall be furnished prior to undertaking inspection by KoPT/ 3<sup>rd</sup> party (Appointed by KoPT).

#### 5.0 **TEST CERTIFICATES AND DOCUMENTS**

- 5.1 For each of the items being manufactured as per approved QAP , test certificates and documents as applicable for each of the equipment, in requisite copies including original, duly endorsed by the Manufacturer/successful Bidder with appropriate linkage to purchase order and acceptance criteria etc shall be submitted to KoPT/ 3<sup>rd</sup> party ( Appointed by KoPT).
- 5.2 Where physical and chemical test certificates of material are not available, the successful Bidder/Sub-contractor shall arrange to have specimens and test samples of the materials, tested in his own laboratory at his cost and submit the copies of test results in requisite numbers to Purchaser/ 3<sup>rd</sup> party (Appointed by KoPT) for review. Number of test samples against each heat/cast/lot or batch of materials, as applicable shall be as per relevant Indian or International Standards.
- 5.3 Where facilities for testing do not exist in the successful Bidder / Sub-contractor's laboratories or in case of any dispute, samples and test pieces shall be drawn by the successful Bidder/Sub-contractor in presence of Purchaser / 3<sup>rd</sup> party (Appointed by KoPT) and sealed sample shall be sent to any Govt. approved /NABL accredited laboratory for necessary tests at successful Bidder's own cost.
- 5.4 The Purchaser/ 3<sup>rd</sup> party (Appointed by KoPT) shall have the right to be present and witness all tests being carried out by the successful Bidder / Sub- contractor at their own laboratory or approved laboratories. Also, the Inspection Agency shall reserve the right to call for confirmatory test on samples, at his discretion.

#### 6.0 **INTERNAL INSPECTION BY SUCCESSFUL BIDDER/MANUFACTURER**

- 6.1 Inspection and tests shall be carried out by Contractor / Manufacturer in accordance with approved drawings, terms & conditions of the tender, relevant standards (BIS/ASME/IEC/DIN/API etc.) and approved QAP. They shall

maintain records of each inspection and test carried out and signed documents shall be submitted to KoPT/ 3<sup>rd</sup> party ( Appointed by KoPT) for verification.

- 6.2 The successful Bidder/ Manufacturers shall identify all the inspected equipment/component/raw materials & shall maintain the record of status of inspection viz. inspected & found acceptable, require rectification/rework, rejected etc.
- 6.3 **The successful Bidder shall establish and maintain procedures to ensure that the product that does not conform to specified requirements, is prevented from inadvertent use or installation.**

#### 7.0 **MANUFACTURING AND INSPECTION SCHEDULE**

Contractor shall submit to KoPT / 3<sup>rd</sup> party (Appointed by KoPT) the schedule for manufacturing and inspection indicating equipment / components, sub-assembly/ assembly. Date of approval of drawings / data sheets. Address of manufacturer with contact person and scheduled date of inspection.

#### 8.0 **METHOD OF UNDERTAKING INSPECTION & TESTING BY KoPT/ 3<sup>rd</sup> PARTY**

- 8.1 Inspection call shall be given only on readiness of the equipment/ assembly/ sub-assembly & after approval of all relevant drawings and QAP.
- 8.2 Inspection call shall be floated to purchaser/ 3<sup>rd</sup> party ( appointed by KoPT), with ten days clear margin, enclosing all documents like test Certificates, Internal Inspection Reports, terms & conditions of the tender, P.O., Sub-P.O., Approved QAP, approved GA drawings/ data sheets and manufacturing drawings. **Inspection calls without above documents shall be treated as invalid and shall be ignored.**
- 8.3 On receipt of the Inspection call, pertaining to particular equipment / item, QA & Inspection group of KoPT/ 3<sup>rd</sup> Party (appointed by KoPT) shall organize inspection visit.

#### 9.0 **OBLIGATIONS OF SUCCESSFUL TENDRER**

- 9.1 The successful Bidder shall provide all facilities and ensure full and free access of the Inspection Engineer of KoPT/3<sup>rd</sup> Party ( appointed by KoPT) to their own or their Sub-Contractor's premises at any time, during contract period, to facilitate him to carry out inspection & testing of the product during or after manufacture of the same.
- 9.2 The successful Bidder shall delegate a Representative / Co-ordinator to deal with KoPT / 3<sup>rd</sup> Party ( appointed by KoPT) on all inspection matters. Representative of successful Bidder shall be present during all inspection at Sub-Contractor's works.

- 9.3 The successful Bidder shall comply with instructions of KoPT/ 3<sup>rd</sup> Party ( appointed by KoPT) fully and with promptitude.
- 9.4 The successful Bidder / Sub-Contractor shall provide all instruments, tools, necessary testing & other inspection facilities to KoPT/ 3<sup>rd</sup> Party ( appointed by KoPT) free of cost for carrying out inspection.
- 9.5 The successful Bidder shall ensure that the equipment / assembly / component of the equipment required to be inspected, are not dismantled or dispatched before inspection.
- 9.6 The successful Bidder shall not offer equipment for inspection in painted condition unless otherwise agreed in writing by KoPT/ 3<sup>rd</sup> Party ( appointed by KoPT).
- 9.7 The successful Bidder shall ensure that the equipment and materials once rejected by KoPT/ 3<sup>rd</sup> Party ( appointed by KoPT), are not re-used in the manufacture of the equipment. Where parts rejected during inspection have been rectified as per agreed procedures laid down in advance, such parts shall be segregated for separate inspection and approval, before being used in the work.

#### 10.0 **STAMPING AND ISSUE OF INSPECTION DOCUMENTS**

- 10.1 **Inspection Memo:-** For rejected items/items, which do not conform to Technical Specification in one or more quality characteristics requiring rectification / rework, Inspection Memo shall be issued indicating therein the details of observation & remarks. All the non-conformities with respect to specification of the product shall be indicated in the Inspection Memo for further quality control by successful Bidder.
- 10.2 **Inspection Certificate:-** On satisfactory completion of final inspection & testing, all accepted equipment shall be stamped suitably and Inspection Certificate shall be issued by KoPT/3<sup>rd</sup> party ( appointed by KoPT) for the accepted items.

#### 11.0 **GENERAL CLAUSE**

- 11.1 Inspection & tests carried out by KoPT/3<sup>rd</sup> **party (appointed by KoPT)** shall not absolve the responsibility of the successful Bidder/ Manufacturer to provide acceptable product as per the terms of contract nor shall it preclude subsequent rejection.
- 11.2 KoPT/ 3<sup>rd</sup> party (appointed by KoPT) reserve the right to inspect any product at any stage of manufacturing beyond pre-identified stages & hold points of approved QAP.
- 11.3 3rd party like IRSS/ Lloyds/ BV/ DNV/ ABS will be appointed by KoPT.

**PERFORMANCE GUARANTEE**

**1.0 GENERAL**

- 1.1 On completion of erection of the system units alongwith utilities and auxiliaries by the successful Bidder as per approved drawings / documents as well as detailed drawings, the successful Bidder shall undertake preliminary Acceptance Test (PAT) i.e. cold test, to prove that the system has been supplied as per agreement. The PAT shall be followed by commissioning (hot trials) to demonstrate that the pumps are fit for commercial operation.

**2.0 PRELIMINARY ACCEPTANCE TEST(PAT)**

- 2.1 Cold tests shall be performed on the individual sub-assemblies of the unit and shall be designed to conduct the systematic check of the components and of the functional operation thereof.
- 2.2 Cold tests shall comprise idle, no-load tests. Cold tests shall be conducted by the successful Bidder under his sole responsibility.
- 2.3 A detailed programme of cold tests shall be drawn up by the successful Bidder and shall be subject to the approval of KOPT/ / 3<sup>rd</sup> party Inspecting agency ( Appointed by KoPT).
- 2.4 Results of cold tests shall be recorded jointly by the successful Bidder and KOPT / 3<sup>rd</sup> party ( Appointed by KoPT).
- 2.5 On successful completion of preliminary acceptance tests, and liquidation of the defects list, preliminary acceptance certificates shall be issued by KoPT / 3<sup>rd</sup> party ( Appointed by KoPT).

**3.0 SUCCESSFUL COMMISSIONING (HOT TRIALS)**

- 3.1 After preliminary acceptance certificates, the successful Bidder shall start-up and commission the unit in an integrated manner under his sole responsibility.
- 3.2 During the start-up and commissioning, the successful Bidder shall perform the required adaptation, adjustment and hot run the Equipment to demonstrate its operation capacity. Successful Bidder shall also deploy the operation & maintenance staff round the clock during the Commissioning period.
- 3.3 KOPT shall, for the purpose of start-up and commissioning, provide operating personnel as may be available with him for normal operation, who shall work under the instructions and guidance of the successful Bidder.
- 3.4 Start-up and commissioning of the PUMP shall be taken up only when mechanical system, electrical system, and auxiliaries serving the units/

equipments are under normal operation. The successful Bidder shall rectify the defects observed during commissioning.

- 3.5 The facilities necessary for conducting the commissioning shall be mutually determined by the successful Bidder and KoPT.

#### **4.0 PERFORMANCE GUARANTEE TESTS (PG TESTS)**

- 4.1 After successful commissioning of each set of Pump-Motor and other accessories, the successful Bidder shall offer the same for conducting performance guarantee.
- 4.2 The successful Bidder shall supervise and carry out the operation under their instruction and guidance during performance guarantee tests and shall take full responsibility of the operation.
- 4.3 The successful Bidder shall submit the scope, general preconditions, test procedures, guaranteed values and test evaluation methods which shall be finalised by KoPT/Consultant (appointed by KoPT).
- 4.4 The performance tests for all sets of Pump-Motor and other accessories shall be carried out to satisfy all operating parameters as per the relevant clauses of the Technical specification for the equipment under consideration.
- 4.5 On successful completion of commissioning and PG Test of each set of Pump-Motor and other accessories certificate of commissioning and PG Test shall be issued by KoPT/3<sup>rd</sup> party (appointed by KoPT)

#### **5.0 OBLIGATIONS OF SUCCESSFUL TENDRER**

- 5.1 All the equipment, tools and tackles required for successful completion of the performance tests shall be supplied by the successful Bidder.
- 5.2 All the instruments for the performance tests, as required, shall be supplied by the successful Bidder and shall be retained by him till the satisfactory conclusion of all tests at site. All costs associated with the supply, calibration, installation and return of test equipment shall be included in the scope of work.
- 5.3 If the successful Bidder fails to achieve the guarantee performance parameters, he shall investigate the causes and shall rectify and/or replace, the defects of the equipment/system within a period of 1 (one) month from the date of commencement of performance guarantee tests and again prove the performance and ensure guarantee free of cost to KoPT without disturbing the normal port operation. In such cases, the cost of modifications including labour, materials, and cost of additional testing etc. shall be borne by successful Bidder.

- 5.4 If even after necessary alteration and modifications are effected, the performance guarantees are not fulfilled, KoPT reserves the right to reject the equipment/ system. In the event of exercising this right, the successful Bidder shall replace the defective equipment/system with the equipment/system that meets the performance guarantee parameters.
- 5.5 The cost of replacement inclusive of labour, materials and repeat testing to prove compliance with the performance guarantees shall be borne by the successful Bidder.
- 6.0 The unit shall be taken over by KOPT when:**
- 6.1 Certificate of commissioning and PG Test has been issued.
- 6.2 The successful Bidder has submitted all final documents in compliance with the provisions of this specification.
- 6.3 The successful Bidder has supplied all special tools and tackles.
- 6.4 The successful Bidder has met, to the satisfaction of KOPT/ 3<sup>rd</sup> party (appointed by KoPT) all the observation, if any, contained in the Preliminary Acceptance certificate.
- 6.5 Smooth trouble free operation for a period of 15 days for each pump .



**SPECIAL CONDITIONS OF CONTRACT**

**1. Security Deposit:**

**Part-A:** 10% of the Total Contractual Amount for the work “Design, manufacture, supply, delivery, installation and commissioning of 3 No. vertical fixed pitch single stage axial flow pump motor sets including valves, electrical accessories” is to be deposited in the form of an irrevocable and unconditional Bank Guarantee from a Nationalized Bank of India having office in Kolkata, as per the format given in the General Conditions of Contract of KoPT as enclosed with this Tender Document towards the Security deposit within 15 days from the date of receipt of LOI after which the order letter will be issued. 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 Calcutta High Court. This Bank Guarantee shall remain valid till the guarantee period is over with an additional claim period of 6 months. This Bank Guarantee will be released after the guarantee period is over.

Alternatively, total security deposit i.e. 10% of the contractual value shall be deducted from the initial available bills.

**Part-B:** 10% of the Total Contractual Amount for the work “Comprehensive Annual Maintenance Contract for a period of 5 years” is also to be deposited in the form of an irrevocable and unconditional Bank Guarantee from a Nationalized Bank of India having office in Kolkata, as per the format given in the General Conditions of Contract of KoPT as enclosed with this Tender Document towards the Security Deposit at least one month prior to commencement of AMC in order to enable KoPT to validate the BG. 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 Calcutta High Court. This Bank Guarantee shall remain valid till the maintenance contract period of 5 years is over with an additional claim period of 6 months. This Bank Guarantee will be released after the maintenance contract period of 5 years is over.

Alternatively, total security deposit i.e. 10% of the contractual value shall be deducted from the initial available bills.

- 2. Completion Time & Contract Period:** Design, manufacture, supply, installation, delivery and commissioning and PG Test of 3 No. vertical fixed pitch single stage axial flow pump motor sets including valves, electrical accessories is to be completed within 12 months from the date of receipt of order. Thereafter, the ‘Comprehensive Annual Maintenance Contract ’ for 5 years will commence after the expiry of one year Guarantee period which starts immediately after successful commissioning and PG Test of the Pump motor set and handing over of the same to KoPT after satisfactory trial and acceptance thereof.

The Completion period of 12 months is inclusive of the time taken for approval of the design drawings by KoPT/Consultant and time required for 3<sup>rd</sup> party inspection ( To be Appointed by KoPT).

KoPT/Consultant will give their comments/approval of the design calculation /drawing within 21 days from the date of submission of the drawing and document by the successful bidder. The procedure for third Party Inspection is given under Inspection in Annexure-E.

Any disruption/stoppage of work due to operational urgency/delay in giving site clearance etc. attributable to KoPT's account, shall not be counted while calculating the completion period. However, such disruption/stoppage of work/ has to be recorded in the Log book/Hindrance Register to be maintained by the Contractor which is to be countersigned by the authorised representative of the Chief Mechanical Engineer.

3. **Liquidated Damage:** Applicable as per clause no. 8 of the General Conditions of Contract of Kolkata Port Trust given under GENERAL CONDITIONS OF CONTRACT (Annexure - R).
4. **Guarantee Period:** The supplied pump motor set including all accessories shall be guaranteed against any defective material and workmanship for a period of one year from the date of completion of work and acceptance by KoPT thereafter as stipulated in Clause No.2 and 7 of Special Conditions of Contract.

In the event of any breakdown/defect in any part of the pump motor set being detected during the guarantee period, the contractor shall attend such breakdown within 12 hours of reporting from KoPT's side verbally or any other form of communication and undertake repair with required items/material at their own cost and rectify the same to the satisfaction of KoPT. Such guarantee repair, if required, would have to be executed in the shortest time practicable.

KoPT will be at liberty to determine any delay in completion of the guarantee repair by the contractor, if any and the contractor would have to compensate the loss sustained thereby by KoPT by extending their guarantee period by the same duration. In the event of failure on the part of the contractor to execute the guarantee repair to the Trustees' satisfaction, the Trustees shall be at liberty to have the said guarantee repair completed at their own workshop or through other agency and to recover the cost thereof from the contractor.

During the guarantee period, schedule maintenance is to be done by the contractor with supply of spares and consumables as required free of cost.

5. **Inspection:** The inspection of the total work excluding Comprehensive Maintenance Contract shall be inspected by 3rd party like IRSS/ Lloyds/ BV/ DNV/ ABS who will be appointed by KoPT. However, successful bidder has to arrange the facilities for inspection. Detailed about inspection of works is given in Annexure-E.
6. **Drawing vetting:** (i) System Design Calculation and drawing of the scheme, (ii) detail engineering of pump, valves, electrical panels and capacitor bank along with operating software (if any) and documents, in requisite copies, are to be submitted for vetting of

KoPT and/or Govt. Engineering Institute like IIT(Kharagpur)/ Jadavpur University / IEST( Shibpur) as appointed by KoPT. The vetting of Design, drawings, calculations and documents by the Agency appointed by KoPT shall be the responsibility of KoPT.

7. A Bar Chart of the entire project to be submitted indicating each milestone separately with projected time frame/deadline.
8. **Acceptance:** The successful bidder would be required to operate the new system for a period of 15 days ( beyond 12 months completion period) from the date of commissioning and PG Test of each pump separately and during which period the staff and supervisor of KoPT to be trained for taking up the operations. During this period, for attending Breakdown maintenance, the contractor shall deploy maintenance staff at his own cost round-the-clock.  
The system will be finally taken over by KoPT after smooth trouble free operation for a period of 15 days for each pump. However, the guarantee period will start only after the acceptance of all three pumps together by KoPT.
9. All scraps and other materials, if any, arising out of the contracted work would be required to be delivered to Trustees' sales yard or at a place within a distance of 5 km as per KoPT's instruction free of cost by the contractor. KoPT will provide security escort during transportation of scrap materials.

## **10. Payment Terms:**

### **9.1 General:**

- a) Payment will be made to the Contractor in Indian Rupees. No foreign exchange is payable against the contract.
- b) KoPT has been paying contractors' bills through ECS. For this, the contractor shall furnish the following information immediately after receipt of order:-
  - a) Bank Account No.
  - b) Type of Account – Savings/Current/Cash Credit
  - c) Name of the Bank with Code No.
  - d) Name of the branch with Code No. along with location
  - e) MICR No.
- c) Accordingly, the contractor would be required to open their Bank Account within the ECS Zone prescribed by the RBI, if not already done, to ensure receipt of payment of bills from KoPT. However, in case of outside contractor not having Bank Account within the prescribed ECS Zone, payment will be made through cheque.
- d) The contractor is required to pay income tax and all other statutory taxes on all payments made to him under this contract. Accordingly, the income tax and all other applicable taxes will be recovered from the contractor at source at the appropriate rate, as per relevant provision of Income Tax Act, 1961 or other acts or any amendment thereof.

## 9.2 Payment Stages:

**9.2.1 PART-A:** Design, manufacture, supply, installation, delivery and commissioning of 3 No. vertical fixed pitch single stage axial flow pump motor sets including valves, electrical accessories

Sl.No.	% of the Contract Price except GST of Part-A	Milestone achieved
1.	2%	(i) Approval of System Design, calculation w.r.t mechanical & Electrical system with broad Technical parameters and drawing of the scheme, (ii) Approval of detail engineering of pump, valves, electrical except electrical motor, bought out electrical items as per Clause No. 6 above.
2.	22%	Supply & delivery of 3 no. pumps
3.	7%	Supply & delivery of 3 no. motors
4.	8%	Supply & delivery of 3 no. capacitor bank, VCB panel (Incomer-1 no and outgoing-3 nos.), 3 no.VCU panel, 1 no. Control Panel and 1 no. MCC Panel.
5.	7%	Supply & delivery of 3 no. Reflux valves of Diameter 48".
6.	7%	Supply & delivery of 3 no. electric motor driven delivery Gate valves of Diameter 48".
7.	12%	Dismantling of existing pump & motor sets including electric motor driven delivery valve, reflux valve and installation of new pump & motor sets, panel, cables, capacitor bank, electric motor driven delivery valve, reflux valve.
9.	25%	Commissioning of new pump, motor, panel, cables, capacitor bank, electrics, electric motor driven delivery valve, reflux valve including instrumentation system, lub system, cooling system, cables and trays & other items required for commissioning the pump motor set.
10.	10%	After final taking over of the new Pump & Motor sets with all accessories on completion of successful commissioning and acceptance by KoPT as per Clause no. 7 of Special conditions of contract.

Note: GST as applicable will be paid against each invoice subject to Clause No. 11, 12 of Annexure-B.

### **9.2.2 PART-B: For 5 year Comprehensive Annual Maintenance Contract**

Payment would be made monthly as per quoted rate. However, the amount of payment would be decided on the basis of availability of pumps calculated on daily basis as per the following terms and conditions:

- i) For non-availability of one pump on any day during operation, an amount equivalent to the *daily maintenance charge* per pump as per the quoted monthly maintenance charge would be deducted for everyday till the availability of the pump, from the contractor's bill provided at least two pumps are in operation on that day and available for KoPT's operation. '*Daily maintenance charge*' per pump would be calculated on pro-rata basis.
- ii) For non-availability of two pumps on any day during operation, an amount equivalent to four times the *daily maintenance charge* per pump as per the quoted monthly maintenance charge would be deducted for everyday till the availability of the pump/pumps, from the contractor's bill. '*Daily maintenance charge*' per pump would be calculated on pro-rata basis.
- iii) For non-availability of all the three pumps on any day during operation, no payment would be made to the contractor for the entire month.
- iv) While calculating the availability of the pumps, the period of non-availability of pumps due to scheduled/preventive maintenance and Periodic Overhauling (POH) shall not be considered.
- v) Each monthly maintenance bill shall be submitted with Scheduled Maintenance sheet or POH as applicable, duly certified by the Executive Engineer, DBM/KPD or his authorized representative.
- vi) GST as applicable will be paid against each invoice subject to Clause No. 11, 12 of Annexure-B.

## **10. Availability of Spares**

The Contractor shall ensure availability of all the spares for at least 20 years from the date of delivery of the pump-motor set and would require to submit an undertaking in this regard as per the enclosed format.

## **11. Facilities to be provided by KoPT for compliance of the contractual obligation by the Contractor:**

- (i) KoPT would provide required space, as available, to the contractor against application to KoPT reasonably nearby the Pump house free of cost for storage of spares, materials and other tools & tackles only. However, security and safety of the store and materials kept thereof would be the responsibility of the contractor. The same space would be required to be handed over back to KoPT on expiry of the Contractual period in the same original condition as was handed over to the Contractor.
- (ii) Electrical power supply for erection purpose will be provided to the extent possible on free of cost from the nearest available source during execution of work. However, the contractor shall indicate in advance the required load and average consumption pattern. The contractor will have to arrange required cable from the nearest source point at their own expense. The electrical work is to be carried out as per relevant rules under supervision of SCC Holder Supervisor.

Additional local illumination, over & above the existing illumination is to be arranged by the Contractor, if required, at their own cost and arrangement.

Electrical power supply will be provided at free of cost during AMC period for maintenance work from the nearest available source.

- (iii) Water and toilet facility as available in the dock area shall be extended to the contractor free of cost.
- (iv) Dock permit for entering inside the Dock shall be provided by KoPT free of cost against application for the required number of heads for the required number of days, against one-time payment of Rs.5.00 per head for generating computerised identification or at a rate as may be revised during the pendency of the contract. Dock permit for vehicle shall be provided by KoPT free of cost against application for the required number of vehicle for the required number of days.

**12. Damage & loss to private property & injury to workmen:** The contractor shall at his own expenses reinstate and make good to the satisfaction of KoPT and pay compensation for any injury, loss or damage accrued to any person, property or rights whatever including property and rights of KoPT (or Agents/servants or employees of KoPT), the injury, loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify KoPT against all claims enforceable against KoPT (or any Agent, servant or employees of KoPT) or which would be so enforceable against KoPT where KoPT is a private person, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise.

**13. Additional Work:** It would be the responsibility of the Contractor to undertake all additional work as may be required for successful commissioning of the Caisson as may be advised by KoPT from time to time during the repair work. Repair/renewal of components, which can only be ascertained after dismantling, would be treated as additional to the BOQ. Immediately on receipt of order from KoPT, the contractor would be required to submit detail estimate, containing break up of labour and material to the Engineer of the Contract at the earliest.

**14. Termination of Contract and Risk purchase clause:** Will be applicable as per clause no. 8 of KoPT's General Conditions of Contract given under GENERAL CONDITIONS OF CONTRACT (Annexure-R).

**15. Personal Protective Equipment:**

Personnel to be deployed by the contractor should have head gear and other Personal Protective Equipment as would be necessary for the given working condition.

**16.** Contract agreement is to be made by successful tenderer as per KoPT's General Conditions of Contract sanctioned in its Trustees' meeting held on 27.05.1993 vide resolution no. 92 (copy of which is enclosed) within 15 days from the date of receipt of order.

- 17. Custodian Certificate:** After delivery at site the supplied materials are to be verified by KoPT officials and the Custodian Certificate is to be issued by the contractor in this regard, for consumption of such materials in the instant work.
- 18.** If material specification of any item/part is not identified properly, sample of raw material of existing item should be collected and tested in the Govt./ Govt. Approved Test Laboratory for identification and the same or better quality will be applicable for replacement. The cost for the same will be borne by the contractor.
- 19.** All materials, equipment, tools, tackles etc. brought at site by the successful Bidder within the site area shall not be removed without the written permission of KoPT. Similarly, all enabling works built/erected and/or acquired by them within the port premises shall not be dismantled and removed without the written permission of KoPT.
- 20. Amicable Settlement :**  
If any dispute or difference or claims of any kind arises between the Contractor and KoPT in connection with interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the contract, or the rights, duties or liabilities of the parties under the contract, then the parties shall meet together promptly at the requests of any party in an effort to resolve such dispute , difference or claim by discussions between them.
- 21. Arbitration:** In addition to what has been stated in this tender document on this issue, the following may be noted by the tenderer:
- 21.1 Arbitrators:** Failing amicable settlement, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 2015 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the party initiating such arbitration within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 2015, including any amendment thereof.
- 21.2 Place of Arbitration:** The place/ jurisdiction of arbitration shall be in Kolkata, West Bengal, India.
- 22. Integrity Pact:** The bidder will have to enter into an Integrity Pact with the Port as per format enclosed at Annexure-J on a Rs. 50/- Non Judicial Stamp Paper and relevant Annexure-K. All blank spaces to be filled in as appropriate. For implementation of Integrity KoPT would appoint an Independent External Monitor (IEM) whose name would be communicated in due course.

**23. Priority of Contract Documents**

The several documents forming the Contract are to be taken as mutually explanatory to one another, but in case of ambiguity or discrepancies, the same shall be explained and adjudicated by the Engineer of the Contract (EoC), who shall thereupon issue to the Contractor instructions thereon which will be final and binding on the Contractor. Unless otherwise provided in the Contract, if the stipulations in the various documents forming a part of the Contract are found to be in variation in any respect then, unless a different intention appears, the provision(s) of one will override others (but only to the extent these are at variance) in order of precedence as given in the list below i.e. a particular item in the list will take precedence over all those placed lower down the list:

The following documents of the Contract Agreement in the following sequence:

- a. Letter of Intent (LoI)/Work Order
- b. Special Conditions of Contract
- c. Scope of work and Terms of Payment
- d. Bill of Quantities
- e. Instructions to the Tenderer
- f. General Conditions of Contract
- g. Any other document(s) forming part of the Contract

24. **Recovery of GST**: GST will be charged on the amount of LD as well as from other recovery i.e. 'damage, penalty, land rent, electricity charges as applicable' from the contractor.

25. All other terms and conditions excepting those mentioned separately shall be governed by KoPT's General Condition of Contract.

.....



**Bill of Quantities****PART-A**

**Design, manufacture, supply, installation and commissioning of 3 No. vertical fixed pitch single stage axial flow pump motor sets including valves, electrical accessories followed by Comprehensive Annual Maintenance Contract for a period of 5 years after expiry of guarantee period of one year for KPD, KoPT**

e-Tender No. KoPT/Kolkata Dock System/CME/27/17-18/ET/418

**THIS IS A SAMPLE FOR QUOTING PART-II (PRICE BID) OF INSTANT TENDER.  
BIDDERS ARE REQUESTED NOT TO QUOTE HERE. THE PRICE PART TO BE  
QUOTED ONLINE ONLY.**

Sl.No.	Item	Unit Price including all charges excluding GST ( in Rs.)	Qty	Total Price including all charges excluding GST ( in Rs.)
1	Design , Manufacture, supply & delivery of pump		3	
2	Design , Manufacture, supply & delivery of motor		3	
3	Design , Manufacture, supply & delivery of capacitor bank with accessories.		3	
4	Design , Manufacture, supply & delivery of VCB panel (Incomer-1 no and outgoing-3 nos.)		1 set	
5	Design , Manufacture, supply & delivery of VCU panel		3	
6	Design , Manufacture, supply & delivery of Control Panel		1	
7	Design , Manufacture, supply & delivery of MCC Panel		1	
8	Design , Manufacture, supply & delivery of Reflux valve Ø 1219 mm (48")		3	
9	Design , Manufacture, supply & delivery of electric motor driven delivery Gate valve Ø 1219 mm (48")		3	
10	Design, Manufacture, supply & delivery of other items required for commissioning including instrumentation system, lub system, cooling system, cables (HT, LT & Control) and trays etc. required for commissioning the pump.		3	
11	Dismantling of existing pump, motor, electrics, electric motor driven delivery valve, reflux valve and other items required for installation of new system.		3	
12	Installation & Commissioning of new pump, motor, panel, cables, capacitor bank, electrics, electric motor driven delivery valve, reflux valve and other items required for commissioning the pump motor set.		3	
13	Replacement of 2 nos. steel beam of size 12"X5" above each pump pit (shaft) which support the pump motor sets.		3	
	<b>TOTAL OF PART-A</b>			
14	Dismantling of existing grouted bell mouth, supply of a new bell mouth & fixing of the same by grouting. <b><i>( Not considered for the purpose of evaluation of the tender )</i></b>		1	

<b>PART-B</b> <b>COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT</b>			
Sl. No.	Description	Monthly Rate (excluding applicable GST)	Yearly Amount (excluding applicable GST) i.e. Monthly Rate x 12 months
1.	Comprehensive Annual Maintenance Contract for 3 sets of Pump Motor & other accessories after expiry of the Guarantee Period of one year (i.e., 1st year) in accordance with the Scope of Work with the supply of spares, materials, consumable excluding applicable GST .	Rs.....L.S.	Rs.....L.S.
2.	Comprehensive Annual Maintenance Contract for 3 set of Pump Motor & other accessories for the 2nd year in accordance with the Scope of Work with the supply of spares, materials, consumable excluding applicable GST.	Rs.....L.S.	Rs.....L.S.
3.	Comprehensive Annual Maintenance Contract for 3 sets of Pump Motor & other accessories for the 3rd year in accordance with the Scope of Work with the supply of spares, materials, consumable excluding applicable GST.	Rs.....L.S.	Rs.....L.S.
4.	Comprehensive Annual Maintenance Contract for 3 sets of Pump Motor & other accessories for the 4th year in accordance with the Scope of Work with the supply of spares, materials, consumable excluding applicable GST.	Rs.....L.S.	Rs.....L.S.
5.	Comprehensive Annual Maintenance Contract for 3 sets of Pump Motor & other accessories for the 5th year in accordance with the Scope of Work with the supply of spares, materials, consumable excluding applicable GST.	Rs.....L.S.	Rs.....L.S.
	<b>Total of Part-B</b>	XXXXXXXXXX	Rs.....L.S.
	<b>GRAND TOTAL</b> price including all charges excluding GST <b>AMOUNT FOR PART-A &amp; PART-B</b>	Rs.....L.S.*	

Grand total price including all charges excluding GST **FOR PART-A & PART-B** (in Rupees) (In words):

Rupees \_\_\_\_\_

**NOTE:**

1. Evaluation will be done on the basis of Grand total price including all charges excluding GST **FOR PART-A & PART-B**.
2. GST will be paid extra at actual as applicable.
3. Quoted price shall be lump-sum.
4. Price should be quoted in Indian Rupee Currency.

Signature with date of the Tenderer : .....

Name and Designation with Seal of the Tenderer.....

Address : .....

**[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTERHEAD, SIGNED,  
SCANNED AND UPLOADED]**

e-Tender No. KoPT/Kolkata Dock System/CME/27/17-18/ET/418

**Profile of the Tenderer**

1.     (a)     Name  
              (b) Country of incorporation  
              (c) Address of the corporate headquarters and its branch office(s), if any in India.  
              (d) Date of incorporation and commencement of business.
  
2.     Brief description of the Company including details of its main lines of business and proposed role and responsibilities in connection with implementation of the tender.
  
3.     Details of individual(s) of the tenderer (Lead Member in case of Consortium) who will serve as the point of contact/ communication with KoPT.
  - (a) Name :
  - (b) Designation :
  - (c) Company :
  - (d) Address :
- (e)     Telephone Number :  
(Land & Mobile)
  - (f) E-Mail Address :
  - (g) Fax Number :
  
4. Details of Authorized Signatory of the Tenderer:
  - Name :
  - Designation :
  - Company :
  - Address :
  - Telephone No. :  
(Land & Mobile)
  - Fax No. :
  - Email Address :

5. In case of a Consortium:

- a. The information above (1-4) should be provided for all the members of the consortium.
- b. information regarding role of each member should be provided as per table below:

Sl. No.	Name of Member	Role
1.		
2.		
3.		
4.		

Signature of Power of Attorney Holders .....

Name: .....

Designation: .....

Date : .....

Seal

1. (a) Name: .....  
(b) Country of incorporation: .....  
(c) Address of the corporate headquarters and its branch office(s), if any in India:.....  
(d) Date of incorporation and commencement of business: .....
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in connection with implementation of the tender.
3. Details of individual(s) of the Tenderer who will serve as the point of contact/communication with KoPT.
- (a) Name:  
(b) Designation:  
(c) Company:  
(d) Address:  
(e) Telephone Number (land & Mobile):  
(f) E-Mail Address:  
(g) Fax Number:
4. Details of the Authorised Signatory of the Tenderer:
- (a) Name:  
(b) Designation:  
(c) Company:  
(d) Address:  
(e) Telephone Number (land & Mobile):

- (f) E-Mail Address:
- (g) Fax Number:

Signature of Tenderer.....

Name: .....

Designation: .....

Date : .....

Seal: .....

e-Tender No. KoPT/Kolkata Dock System/CME/27/17-18/ET/418

**[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTERHEAD, SIGNED,  
SCANNED AND UPLOADED]**

## **Covering Letter**

Ref. No.....

Date

.....

The Chief Mechanical Engineer,  
Kolkata Port Trust,  
Mechanical and Electrical Engineering Department,  
8, Garden Reach Road,  
Kolkata – 700 043

Dear Sir,

1. We, .....(Name of Tenderer) having examined the Tender Document and understood its contents, hereby submit our Tender for ..... ( NIT No. KoPT/KDS/Mech/SP/ADV/..... dated. .... and confirm that we unconditionally accept all the terms and conditions of the same including the Addendum (if issued).

2. All information and proofs provided in the Tender including Addendum and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.

3. We shall make available to Kolkata Port Trust (hereinafter referred to as KoPT) any additional information it may find necessary or require to supplement or authenticate the Tender.

4. We, .....(Name of Tenderer) hereby undertake that we will abide by the decisions of KoPT in the matter of examination, evaluation and selection of Successful Tenderer and shall refrain from challenging or questioning any decision taken by KoPT in this regard. We further acknowledge the right of KoPT to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. We also certify the following

(a) We have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority from participating in any Tender/Contract/Agreement of whatever kind

(b) We have also not been expelled from any project or contract nor have had any contract terminated for breach in the last 3 years ending on the date of opening of the techno commercial part of the tender.

6. We declare that:

(a) We have examined and have no reservations to the Tender Document, including the Addendum, if any, issued by KoPT thereon.

(b) 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. We understand that KoPT 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.

Yours faithfully,

Signature of Tenderer.....

Name: .....

Designation: .....

Date : .....

Seal of the tenderer.....

(DOCUMENT TO BE UPLOADED)

**On the Rupees Ten Non-Judicial Stamp Paper**

e-Tender No. KoPT/Kolkata Dock System/CME/27/17-18/ET/418

BEFORE THE 1<sup>st</sup> CLASS JUDICIAL MAGISTRATE AT

AFFIDAVIT

I..... son of  
.....aged about  
..... years, by faith ..... by occupation .....,  
residing at ....., do hereby solemnly affirm and declare as  
follows :

1. THAT I am the proprietor/partner of ..... Having office at-----  
and carrying on business on the said name and style.

(In case the above Deponent is an enlisted Contractor at Kolkata Port Trust, the same should be  
mentioned in the affidavit).

2. THAT my aforesaid Firm is exempted from E.S.I. Act and the said Firm has no valid E.S.I.  
Registration.

3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the Clause No.  
..... Of the Tender No. .... issued by the Kolkata  
Port Trust in respect of the work (the work is to be mentioned).

THAT the statements made above are all true to the best of my knowledge and belief.

DEPONENT

Identified by me.



## (DOCUMENT TO BE UPLOADED)

e-Tender No. KoPT/Kolkata Dock System/CME/27/17-18/ET/418

INDEMNITY BOND**On the Rupees Fifty Non-Judicial Stamp Paper**

BY THIS BOND I, Shri/Smt. ...., son of Shri/Smt. ....  
 ..... residing at .....  
 ..... by occupation ..... The Partner  
 /Proprietor /Director..... having office at ..... am  
 a tenderer under Mechanical Engineering Department, Kolkata Port Trust (A Statutory Body under MPT  
 Act, 1963).

2. WHEREAS, the said Kolkata Port Trust had asked the every tenderer, who is not covered under E.S.I. Act or exempted to furnish an Indemnity Bond in favour of Mechanical Engineering Department, Kolkata Port Trust against all damages and accidents to the Labourer/Tenderer/Contractor.

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer/Contractor named herein above shall indemnify the Kolkata Port Trust against all damages and accidents occurring to the Labourers of the Tenderer/Contractor as demanded by the Kolkata Port Trust and which shall be legal an/or claimed by the Kolkata Port Trust during the execution of the work stated in the NIT No. .... of .....

4. AND the Contractor hereunder agrees to indemnify and at all times keep indemnified the Kolkata Port Trust and its administrator and representative and also all such possible claim or demand for damages and accidents.

IN WITNESS WHEREOF I,....., the  
 Partner/Proprietor/Director .....  
 ..... hereto set and seal this the ..... day of.....  
 ..... in the year .....at .....

Sureties : Signature of the Indemnifier

1. Name :  
Address :
2. Name :  
Address :  
Witnesses :

(DOCUMENT TO BE UPLOADED)

e-Tender No. KoPT/Kolkata Dock System/CME/27/17-18/ET/418

**On the Rupees Fifty Non-Judicial Stamp Paper**

(Scanned copy to be submitted online and one hard copy to be submitted to KoPT offline)

INTEGRITY PACT

Between

Kolkata Port Trust (KoPT) hereinafter referred to as “The Principal/ Employer”

And

.....hereinafter referred to as “The Bidder/Contractor”.

**Preamble**

The principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliances with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM) appointed by the principal, will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

NOW, THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to currency of the contract to be entered into with a view to :-

Enabling the PRINCIPAL / EMPLOYER to get the contractual work executed and / or to obtain / dispose the desired said stores / equipment at a competitive price in conformity with the defined specifications / scope of work by avoiding the high cost and the distortionary impact of corruption on such work / procurement /disposal and Enabling BIDDERS /CONTRACTORS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will abstain from bribing and other corrupt practices and the PRINCIPAL/EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

## **Section 1- Commitments of the Principal/employer.**

(1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of a contract, demand, take a 53 promise for or accept, for self or third person, any materials or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2- Commitments of the Bidder(s)/Contractor(s)**

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or nonsubmission of bid or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor (s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for

purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.

- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representative in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “**Guidelines on Indian Agents of Foreign Suppliers**” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned 54 in the Guidelines, all the payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the Guidelines on Indian Agents of foreign Suppliers is annexed and marked as **Annexure-N**.
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

- (1) If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as considered appropriate.

### **Section 4 - Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand the recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5- Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity Pact with any other Company in any country conforming to the

anti corruption approach or with any other Public Sector Undertakings /Enterprise in India, Major Ports, / Govt. Departments of India that could justify his exclusion from the tender process.

- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as considered appropriate.

#### **Section 6- Equal treatment of all Bidders / Contractors/ Subcontractors**

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section7 – Other Legal actions violating Bidder(s)/Contractor(s)/ Sub contractor(s)**

The actions stipulated in this Integrity pact are without prejudice to any other legal action that may follow in accordance with provisions of the extant law in force relating to any civil or criminal proceedings.

#### **Section 8- Role of Independent External Monitor (IEM)**

- (a) The task of the monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- (b) The monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Port Trust.
- (e) The BIDDER / CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER / CONTRACTOR. The demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to Sub-

contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor(s) with confidentiality.

- (f) The Principal / Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (g) The Monitor will submit a written report to the designated Authority of Principal / Employer / Chief Vigilance Officer of Kolkata Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Employer / Bidder / Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER / CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.
- (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA and the Principal / Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (j) The word 'Monitor' would include both singular and plural.

#### **Section 9 – Facilitation of Investigation:**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL / EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER / CONTRACTOR shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### **Section 10 – Pact Duration:**

The pact begins with when both parties have legally signed it and will extend up to 2 years or the complete execution of the contract including warranty period whichever is later. In case bidder / contractor is unsuccessful this Integrity Pact shall expire after 6 months from the date of signing of the contract. If any claim is made / lodged during this time, the same shall be binding and continue to the valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of KoPT

**Section 11- Other provisions:**

- (1) This agreement is subject to Indian law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.
- (2) Changes and supplements as well as termination notices need to be made in writing in English.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners of consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_

For & on behalf of the Principal)

(Office Seal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

Place.....

Date.....

Witness 1: (Name & Address) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Witness 2: (Name & Address) \_\_\_\_\_

\_\_\_\_\_

**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

- 1.1 There shall be compulsory registration of Indian agents of foreign suppliers for all Tender. An agent who is not registered with KoPT shall apply for registration in the prescribed Application – Form.
- 1.2 Registered agents will file an authenticated Photostat copy (duly attested by a Notary Public) / Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission / remuneration / salary / retainer ship being paid by the principal to the agent before the placement of order by KoPT.
- 1.3 Wherever the Indian representatives have communicated on behalf of their principals and foreign parties have stated that they are not paying any commission to the Indian agents and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

**2.0 DISCLOSURE OF PARTICULARS OF AGENTS / REPRESENTATIVES IN INDIA. IF ANY.**

**2.1 Bidders of Foreign nationality shall furnish the following details in their offer:**

- 2.1.1 The name and address of the agents / representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent / representative be a foreign Company, it is to be confirmed whether it is real substantial Company and details of the same shall be furnished.
- 2.1.2 The amount of commission / remuneration included in the quoted price(s) for such agents / representatives in India.
- 2.1.3 Confirmation of the Bidder that the commission / remuneration if any, payable to his agents / representatives in India, is to be paid by KoPT in Indian Rupees only.

**2.2 Bidders of Indian Nationality shall furnish the following details in their offers:**

- 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agent of manufacturer holding the Letter of 59 Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents / representatives.
- 2.2.2 The amount of commission / remuneration included in the price (s) quoted by the bidder for himself.
- 2.2.3 Confirmation of the foreign principals of the Bidder that the commission / remuneration, if any, reserved for the Bidder in the quoted price (s), is paid by KoPT in India in equivalent Indian Rupees.
- 2.2.4 In either case, the event of contract materializing, the terms of payment will provide for payment of the commission / remuneration, if any payable to the agents / representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.



**2.2.5** Failure to furnish correct and detailed information as called for in paragraph – 2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by KoPT. Besides this there would be a penalty of banning business dealings with KoPT or damage or payment of a named sum

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**[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S  
LETTERHEAD, SIGNED, SCANNED AND UPLOADED]**

**Undertaking to be submitted in lieu of uploading/submitting signed copy of full tender  
document**

Ref. No.....

Date .....

The Chief Mechanical Engineer,  
Kolkata Port Trust,  
Mechanical and Electrical Engineering Department,  
8, Garden Reach Road,  
Kolkata – 700 043

Dear Sir,

1. We, .....(Name of Tenderer) have fully read and understood the entire Tender Document, GCC, and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC and Addenda.

We are submitting this undertaking in lieu of submission of signed copy of the full tender document.

Yours faithfully,

Signature of Tenderer.....

Name: .....

Designation: .....

Date : .....

Seal of the tenderer.....

**ANNEXURE-“P”**

**LIST OF DRAWINGS OF EXISTING PUMP ARRANGEMENT.(Enclosed with Tender Document )**

<b>S.No.</b>	<b>Drawing No.</b>	<b>Description</b>
1.	46/1135/23/1	Arrangement of vertical axial flow pump
2	7021/S	Details of pump suction
3	CPC/KP/4	Bellmouth end of suction culvert
4	46/1135/27/8 Sht 1	Station arrangement.

**SPECIMEN EMD (Bank Guarantee Format)**

(The Bank shall fill in this bank Guarantee Form in accordance with the instructions indicated. To be executed on Rs 100 /- non-judicial stamp paper)

\_\_\_\_\_  
(Bank's Name, and Address of Issuing Branch or Office )

**Beneficiary:**\_\_\_\_\_ ( Name and Address of Employer / Board)

**Date :** \_\_\_\_\_

**Tender Guarantee No:** \_\_\_\_\_

We have informed that (name of the Tenderer) (hereinafter called “the Tendered”) has submitted to you its Tender dated (hereinafter called “the Tender”) for the execution of {name of contract} under Invitation for Tenders No. (number). Furthermore, we understand that, according to your conditions Tenders must be supported by an Earnest Money Deposit (EMD).

At the request of the Tenderer, we (name of Bank) hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of (amount in figures) (amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) Has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender : or
- (b) Having been notified of the acceptance of its Tender by the Employer /Board during the period of Tender Validity, (i) fails or refuses to execute the form of Agreement, if required or (ii) fails or refuses to furnish the performance guarantee, in accordance with the instructions to Tenderers.

This guarantee will expire unless otherwise extended or informed by the Employer/Board :

- (a) If the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer: or
  - (b) If the Tenderer is not the successful Tenderer, upon the earlier of
    - (i) Our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer : or
    - (ii) Twenty – eight days after the expiration of the Tenderer's Tender validity or any extended period thereof:
- Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

\_\_\_\_\_  
**[Signature (s)]**

**[Authorisation letter from the issuing bank that the signatory of this BG is authorized to do so- should also be enclosed]**

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e-Tender No. KoPT/Kolkata Dock System/CME/27/17-18/ET/418

**GENERAL CONDITIONS OF CONTRACT  
FORMS AND AGREEMENTS**

**SANCTIONED BY TRUSTEES UNDER RESOLUTION NO. 92  
OF  
THE 6<sup>TH</sup> MEETING HELD ON 27<sup>TH</sup> MAY, 1993.**

**(Copy of Booklet Published on May, 1993)**

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**1. DEFINITIONS**

- 1.0. In the contract, as her-in-after defined, the following words and expressions shall have the meaning here-in assigned to them, except where the context otherwise required.
- 1.1. **"Employer"** or "Board" or "Trustees" means the Board of Trustees for the Port of Kolkata, a body corporate under Section 3 of the Major Port Trust Act, 1963, including their successors, representatives and assigns.
- 1.2. **"Chairman"** means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963.
- 1.3. **"Contractor"** means the person or persons; Firm or Company whose tender /offer has been accepted by the Trustees and includes the Contractor's representative's heirs, successor and assigns, if any permitted by the Board / Chairman.
- 1.4. **"Engineer"** means the Board's official who has invited the tender on its behalf and includes the Chief Engineer, the Chief Mechanical Engineer, the Senior Executive Engineer the Chief Hydraulic Engineer, the Deputy Chief Engineer, the Deputy Chief Mechanical Engineer, the Senior Resident Engineer, The Manager (Infrastructure & Civic Facilities), the Manager (Plant & Equipment) the Deputy Manager (Infrastructure & Civic Facilities) and the Deputy Manager (Plant & Equipment), or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the contract, in place of the "Engineer" so designated.
- 1.5. **"Engineer's Representative"** means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof.
- 1.6. **"Work"** means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and Temporary Works.
- 1.7. **"Temporary Works"** means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other god owns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms.
- 1.8. **"Extra Works"** means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of works (i.e., Bills of Quantities) of the tender. "Excess Works" means the required quantities of work in excess of the provision made against any item of the Bill of Quantities.
- 1.9. **"Specifications"** means the relevant and appropriate Bureau of Indian Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.
- 1.10. **"Drawings"** means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
- 1.11. **"Contract"** means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender/ Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion.
- 1.12. **"Constructional Plant"** means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works and includes (without thereby

limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent work.

- 1.13. **"Site"** means the land and other places, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the Trustees for the purpose of the Contract.
- 1.14. **"Contract Price"** means the sum named in the letter of acceptance of the Tender/ Offer of the Contractor, subject to such additions thereto and deduction there from as may be made by the Engineer under the provisions here-in-after contained.
- 1.15. **"Month"** means English Calendar Month.
- 1.16. **"Excepted risks"** are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks)
- 1.17. Word importing the **singular** only, also includes the **plural** and vice-versa where the context so required.
- 1.18. The **headings and marginal notes** in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 1.19. Unless otherwise stipulated the word "Cost" shall be deemed to include overhead costs of the contractor, whether on or off the site.

## **2. DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE**

- 2.1. The Contractor shall execute, complete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and shall comply with the Engineer's direction on any matter whatsoever.
- 2.2. The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 herein, from the Engineer's Representative
- 2.3. The Engineer shall have full power and authority
  - (a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.
  - (b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.
  - (c) to order for any variation, alternation and modification of the work and for extra works.
  - (d) to issue certificates as per contract
  - (e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.
  - (f) to grant extension of completion time.
- 2.4. The Engineer's representative shall:
  - (a) watch and supervise the works,
  - (b) test and examine any material to be used or workmanship employed in connection with the work.
  - (c) have power to disapprove and material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.
  - (d) take measurements of work done by the contractor for the purpose of payment or otherwise.
  - (e) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense,
  - (f) have powers to issue alteration order not implying modification design and extension of completion time of the work and
  - (g) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.
- 2.5. Provided always that the Engineer's Representative shall have no power:
  - (a) to order any work involving delay or any extra payment by the Trustees,
  - (b) to make variation of or in the works and
  - (c) to relieve the Contractor of any of his duties or obligations under the Contract.
- 2.6. Provided also as follows:
  - (a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, braking-up thereof and re- construction at the contractor's cost and the contractor shall have no claim to compensation for the loss sustained by him.
  - (b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.

- (c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in Engineer to his Representative in writing shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation. Contractor and the Trustees as though it had been given by the Engineer, who may from time to time, make such delegation.

### 3. THE TENDER / OFFER AND ITS PRE-REQUISITES

- 3.1. The Contractor shall, before making out and submitting his tender / offer be deemed to have inspected and examined the site, fully consider all factors, risks and contingencies, which will have direct and in direct impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration:
- The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climate conditions, the means of access to the site and all other local conditions including the likely charges and costs for temporary way-leave, if any, required for the work.
  - The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.
  - The accommodation required for the workmen and site office, mobilization demobilization and storage of all plant, equipment and Construction materials.
  - The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all of Contractor's cost.
  - Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made there under, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.
  - Payment of all kinds of stamp-duty for exacting the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.
- 3.2. The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice-Inviting the Tender and shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialling of the revised figure.
- 3.3. If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/Share Holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.
- 3.4.
- Unless other wise stipulated in the Notice Inviting the Tender/Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale.

Estimated Value	Amount of Earnest Money	
	For works contract.	For contract of supplying materials of equipment only
Up to Rs.1,00,000/-	5% of the estimated value of work	1% of the estimated value of work.
Over Rs. 1,00,000/-	2% of the estimated value of work subject to a maximum of Rs.20,000/- and minimum of Rs. 5,000/-	1/2% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-

- Earnest Money shall be deposited with Trustees' treasurer in cash or by Banker's Cheque of any Kolkata Branch of a Nationalized Bank of India drawn in favour of Kolkata Port Trust or in the form of an "Kolkata Port Trust" and payable at Kolkata / Haldia Holding as the case may be and the receipt granted there for be kept attached to the Tender / offer in the Sealed Cover.
- Earnest Money of un-accepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalized Bank of Kolkata / Haldia.
- The enlisted (registered) Contractors of the Trustees, who have deposited fixed Security with the Trustees FA & CAO / Manager (Finance) according to his Class of Registration, shall be exempt from depositing the Earnest Money, as per the following scale:

Class of Registration	Amount of Fixed Security	Financial limit of each tender
A	Rs. 10,000/-	Any tender priced up to Rs. 2,00,000/-
B	Rs. 5,000/-	Any tender priced up to Rs.1,00,000/-
C	Rs. 2,500/-	Any tender priced up to Rs. 50,000/-

- (e) Tender submitted without requisite Earnest Money may be liable to rejection.
- (ii) If before expiry of the validity period of his Tender / offer, the tender amends his quoted rates or tender/ offer making them unacceptable to the Trustees and / or withdraws his tender / offer, the Earnest Money deposited shall be liable to forfeiture of the option of the Trustees.

- (f) 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.
- (g) 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	% of Security Deposit for Contract of supplying materials and equipments only
For works up to Rs. 10,00,000/-	10% (Ten percent )	1% ( One percent )
For works costing more than Rs.10,00,000/- and up to Rs.20,00,000/-	10% on first Rs. 10,00,000/- + 7½% on the balance	1% on first Rs.10,00,000/- ½% on the balance
For works costing more than Rs.20,00,000/-	10% on first Rs. 10,00,000/- + 7 ½% on next Rs.10,00,000/-+ 5% on the balance	1% on first Rs.10,00,000/-+1/2% on next Rs.10,00,000/-+ ¼% on the balance

- (h) Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to be deposited with the trustees' Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalized Bank of India drawn in favour of Kolkata Port Trust and payable at Kolkata / Haldia, as the case may be.
- (i) 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.

### 3.5.

(i) The Security Deposit shall be refunded to the Contractor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub-Clause 3.5(ii) herein below. If, however, the contract provides for any maintenance period, 50% of the Security Deposit may be refunded against any of the Treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the said maintenance period and after the Engineer has certified the final completion of work in form G.C.2 and the Contractor has submitted his "No Claim" Certificate in form G.C.3.

(ii) 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.

- 3.6. If stipulated in the contract as a Special Condition, the Contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Kolkata/Haldia Branch, as the case may be, of any Nationalized Bank of India in the proforma annexed hereto and for the sum and period as



mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the contract shall be liable to be terminated and the Earnest Money are liable to forfeiture; all at discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such bank guarantee, failing which and for non-fulfillment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.

#### **4. THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR**

##### **4.1.**

- (a) The contract documents shall be drawn-up in English language.
- (b) The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Kolkata, India, including the following Act:
  - 1. The Indian Contract Act, 1872.
  - 2. The Major Port Trust, Act, 1963.
  - 3. The Workmen's Compensation Act, 1923.
  - 4. The Minimum Wages Act, 1948.
  - 5. The Contract Labour (Regulation & Abolition) Act, 1970.
  - 6. The Dock Workers' Act, 1948.
  - 7. The Indian Arbitration Act (1940) (in the case of a definite arbitration Agreement only).

- 4.2. After acceptance of his Tender / Offer and when called upon to do so by the Engineer or his representative, the Contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed the other documents referred to in the definition of the term "Contract" here-in-before shall collectively be the Contract.
- 4.3. Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.
- 4.4. Two copies of the Drawing referred to in the General and Special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work. if not torn or mutilated on being regularly used at site.
- 4.5. The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/ or approval, without meaning thereby the shifting of Contractor's responsibility on the engineer in any way whatsoever.
- 4.6. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen, and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "piece rate" basis shall not be deemed to be subletting under this clause.
- 4.7. Unless otherwise specified, the Contractor shall be deemed to have included in his Tender / Offer all his cost for supplying and providing all constructional plant, temporary work, materials both for temporary and permanent works, labour including supervision thereof transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees. taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work.
- 4.8. The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the contractor shall be fully responsible for the correct implementation thereof as also for any design and specification prepared / proposed / used by the Contractor.
- 4.9. Whenever required by the Engineer or his Representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed

deployment of plant, equipment labour, materials and temporary works. The submission to and/ or any approval by the Engineer or his Representative to any such programme or particulars, shall not relieve the Contractor of any of his obligations under the contract. If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.

- 4.10. Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his Representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his Representative in writing shall be binding upon the Contractor subject to limitation in clause 2.5 hereof. The Contractor shall inform the Engineer or his Representative in writing about such representative/agent of him at site.
- 4.11. The Contractor shall employ in execution of the Contract only qualified, careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur, whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.
- 4.12. The Contractor shall be responsible for the true and proper setting-out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide, protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting-out the works.
- 4.13. From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his down cost as per instruction and to the satisfaction of the Engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer, shall be recoverable from the Contractor in whatever manner the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/ damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period.
- 4.14. The Contractor shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/ or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.
- 4.15. The Contractor shall immediately inform the Engineer's Representative if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees expense as per the instruction of the Engineer's Representative.
- 4.16. The Contractor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all costs arising there from on account of:
  - (a) Infringement of any patent right, design, trade-mark, or name or other protected right, in connection with the works or temporary work.
  - (b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
  - (c) Unauthorized obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.
  - (d) Damage / injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work
  - (e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.
  - (f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies

employed by or with the permission and / or knowledge of the Trustees on or near the site of work.

4.17. Debris and materials, if obtained by demolishing any properly, building or structure in terms of the Contract shall remain the property of the Trustees.

4.18. The Contractor's quoted rates shall be deemed to have been inclusive of the following:

- (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
- (b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
- (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works, and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
- (d) Making arrangements for deployment of all labourers and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.
- (e) Making arrangements in or around the site, as per the requirements of Kolkata Municipal Corporation or other local authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.

4.19. Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or in case of Trustee's enlisted Contractor to the address as appearing in the trustee's Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or dispatch.

4.20. The Contractor and his sub-contractor or their agents and men and any firm supplying plant, materials, and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.

4.21. The Contractor shall, at the Trustees' cost to be decided by the Engineer, render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen, to the Trustees' own staff and to the men of other Public Body on or near the site of work and in default, the contractor shall be liable to the trustees for any delay or expense incurred by reason of such default.

4.22. The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic.

4.23. All constructional plants, temporary works and materials when brought to the site by the contractor, shall be deemed to be the property of the Trustees who will have a lien on the same until the satisfactory completion of the work and shall only be removed

from the site in part or in full with the written permission of the Engineer or his Representative.

## **5. COMMENCEMENT, EXECUTION AND COMPLETION OF WORK**

- 5.1. The contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender / offer by the Trustees or within such preliminary time as mentioned by the contractor in the Form of Tender or the time accepted by the Trustees. The contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the Contractor.
- 5.2. The Contractor shall provide and maintain a suitable office at or near the site, to which the Engineer's Representative may send communications and instructions for use of the Contractor.
- 5.3. Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the trustees system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligations. The Engineer's decision in this regard shall be final, binding and conclusive.
- 5.4. Unless stipulated otherwise in the contract, all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The engineer shall exercise his sole discretion to accept any such materials.
- 5.5. Unless stipulated otherwise, in the contract, all materials, workmanship method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the materials and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.
- 5.6. Samples shall be prepared and submitted for approval of the Engineer or his Representative, whenever required to do so, all at the contractor's cost.
- 5.7. Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work shall be borne by the contractor.
- 5.8. Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply:
  - (a) The contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.

- (b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission.
  - (c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work, but, except for grant of suitable extension of completion time of work as decided by the Engineer, the contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however communicate his requirement of such materials to the Engineer from time to time.
  - (d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contractor shall be recovered from the Contractor's bills and / any of his other dues. Progressively according to the consumption thereof on the work and / or in the manner decided by the Engineer or his Representative and at the rate / stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his tender / offer and these will form the basis of escalation / variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to effect timely supply thereof.
  - (e) If the Engineer decides that due to the contractor's negligence, and of the Trustees' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement, and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings—
    1. The issue rate of the materials at the Trustees' Stores, and
    2. The market price of the material on the date of issue as would be determined by the Engineer.
- 5.9. The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (i) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the Engineer or his Representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work, which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The contractor shall comply with such order at his own expense- and within the time specified in the order. If the contractor falls to comply, the Engineer shall be at liberty to dispose of such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.
- 5.10. No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his Representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor. The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.

5.11. On a written order of the Engineer or his Representative the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is

1. Otherwise provide for in the contract, or
2. Necessary by reason of some default on the part of the Contractor, or
3. Necessary by reason of climatic conditions on the site, or
4. Necessary for proper execution of the works or for the safety of the works or any part thereof. The Engineer shall settle and determine such extra payment and / or Extension of completion time to be allowed to the contractor, as shall, in the opinion of the Engineer, be fair and reasonable.

If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for, the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instruction.

5.12. When the whole of the work has been completed to the satisfaction of the Engineer and has passed any final test prescribed in the contract, the contractor shall, within 21 days of submission of his application to the Engineer be entitled to receive from him a certificate for completion of work in Form G.C.1 annexed hereto. If any part of the total work having been completed to the satisfaction of the Engineer, be takeover and / or used by the Trustees the Contractor shall on application be entitled to partial completion certificate in the Form of G.C.1 indicating the portion of the work covered by it, so that the Contractor's liability during maintenance period of the contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned.

## **6. TERMS OF PAYMENT:**

- 6.1. No Sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer. On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advances, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.
- 6.2. All payments shall be made to the Contractor on the basis of measurement of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be except as otherwise provided in the contract and when the Engineer decided any other rate for change in the scope of work or omission, if any, on the part of the Contractor.
- 6.3. For work of sanctioned tender value more than Rs. 50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that, subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be

decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and / or advance.

- 6.4. Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and / or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the Engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a taken of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even other 3 days written notice from the Engineer's Representative the measurement shall be taken ex-part by the Engineer's representative and those shall be accepted by the Contractor.
- 6.5. Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may, in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees end., The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amount and recoveries to type out the bill.
- 6.6. At the discretion of the Engineer or his Representative and only in respect of accepted offers/ where estimated amount put to tender would be Rs. 2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that—
  - i. The materials shall, in the opinion of the Engineer or his Representative, be of imperishable nature.
  - ii. The value of such materials shall be assessed by the Engineer or his Representative, at their own discretions,
  - iii. A formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials.
  - iv. The materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise,
  - v. In the event of shortage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an indemnity Bond in the proforma and manner acceptable to Trustee' whereby the contractor shall indemnify the Trustees' against all financial loss/ damage, on account of loss/ damage to such materials for whatever reasons.
  - vi. In the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Kolkata / Haldia Branch of any Nationalised Bank or a Scheduled Commercial bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.

vii. The amount of advance shall be recoverable from the contractor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond / Bank Guarantee, vide sub-clause (v) & (vi) above, shall be returned to the Contractor duly discharged by the Engineer on behalf of the Trustees.

6.7. No Certificate of the Engineer or his Representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his Representative should over certify for payment or the Trustees should over-pay the Contractor on any account.

6.8. No claim for interest shall be admissible to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise.

## **7. VARIATION AND ITS VALUATION:**

7.1. The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfillment of his obligation under the contract.

7.2. The Engineer shall have the power to order the Contractor in writing to make any variation of the Quantity, quantity or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows:

- a) Increase or decrease the quantity of any work included in the contract.
- b) Omit any work included in the contract.
- c) Change the Character or quality or kind of any work included in the contract.
- d) Change the levels, lines, position and dimensions of any part of the work, and
- e) Execute extra and additional work of any kind necessary for completion of the works.

7.3. No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.

7.4. Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work up to 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause.

7.5. a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.



- b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.
- c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.
- d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.

## **8. DELAY / EXTENSION OF COMPLETION TIME / LIQUIDATED DAMAGE / TERMINATION OF CONTRACT**

- 8.1. Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotions or other special circumstances of any kind beyond the control of the Contractor cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work, with or without the imposition of "Liquidated Damages" Clause (No.8.3 hereof) on the Contractor and his decision shall be binding on the contractor. If an extension of completion time is granted by the Engineer, the clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communication by the Engineer, as aforesaid.
- 8.2. a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the contractor shall pay as compensation (Liquidated Damages) to the Trustees and not as a penalty, ½ % (half percent) of the total value of work (contract price) as mentioned in the latter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% the said value of work.
- b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation / damage in Sub-Clause (a) of this clause, from any money due or likely to become due to the contractor. The payment or deduction of such compensation / damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations / liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency at the

risk and expense of the Contractor, after a minimum three days notice in writing has been given to the contractor by the Engineer or his Representative.

8.3. Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive :

- (i) The Contractor has abandoned the contract.
- (ii) In the opinion of the Engineer, either the performance of the Contractor is not satisfactory or the work is not getting completed within the agreed period on account of Contractor's lapses.
- (iii) The Contractor has failed to commence the work or has without any lawful excuse under these conditions, has kept the work suspended despite receiving the Engineer's or his Representative's written notice to proceed with the work.
- (iv) The Contractor has failed to remove materials from site after receiving from the Engineer or his Representative the written notice stating that the said materials or work are rejected by him.
- (v) The Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
- (vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
- (vii) The Contractor is adjudged insolvent or enters in to composition with his creditors or being a company goes in to liquidation either compulsorily or voluntarily.

8.3.1 Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.

8.3.2 In all such cases of Termination of work, the Trustees shall have the power to complete the Work through any other agency of the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the contractor, had he duly completed the whole of the work in accordance with the contract.

8.3.3 Upon termination of contract, the contractor shall be entitled to receive payment of only 90 % of the value of the work actually done or materials actually supplied by him and subject to recoveries as per contracts, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of taking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.

8.3.4 The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's Liabilities to the Trustees and known in all respect.

## **9. MAINTENANCE AND REFUND OF SECURITY DEPOSIT**

9.1. On completion of execution of the work the contractor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the initial Completion Certificate in the Form G.C.1. Any defect / fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his Representative, from materials or workmanship not

in accordance with the contract or the instruction of the Engineer or his Representative, shall, upon the written notice of the Engineer or his Representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his Representative, failing which the Engineer or his Representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in manner deemed suitable by the Engineer.

- 9.2. The Contract shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a final Completion Certificate in from G.C. 2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the trustees shall not relive the Contractor of his obligations under the contract for full and final completion of the work.
- 9.3. On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (i) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his "No further claim" Certificate in from G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in from G.C.2 and within two months of the Engineer's recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction there from in respect of any sum due to the Trustees from the Contractor.

## **10. INTERPRETATION OF CONTRACT DOCUMENTS , DISPUTES & ARBITRATION**

- 10.1. In all disputes, matters , claims , demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications and Instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the work or after the completion and whether before or after the determination , abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor .
- 10.2. If, the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.
- 10.3. If , however , the contractor be still dissatisfied with the decision of the Chairman , he shall, within 15 days after receiving notice of such decision required that within 60 days from his written notice , the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act , 1940 or any statutory modification thereof .
- 10.3.1 If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which it was left by his predecessor.
- 10.3.2 The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.

- 10.3.3 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.
- 10.3.4 The Venue of the arbitration shall be Kolkata or as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference to cost of any incidental to the reference and award respectively shall be in discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid .
- 10.3.5 The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reason for the award.
- 10.3.6 The Arbitrator shall consider the claims of all the parties to the contract within only the parameters of scope and conditions of the contract in question.
- 10.3.7 Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made there under, for the time being in force, shall apply to the arbitration proceedings under this Clause.
- 10.4. The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decisions. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.
- 10.5. ***Provided always as follows:***
- (a) Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the case of contracts , where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-.
  - (b) The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.
  - (c) Contractor's dispute, if any, arising only during the maintenance period stipulated in the contract, must be submitted to the Engineer, with detailed justifications in the context of contract Conditions, before the final completion of the work.
- No dispute or difference on any matter whatsoever, pertaining to the contract can be raised by the contractor after submission of certificate in form G.C.3 by him.
- (d) Contractor's claim / dispute raised beyond the time limits prescribed in sub-clauses 10.5(b) and 10.5(c) hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.
  - (e) The Chairman / Trustees shall have the right to alter the panel of Arbitrators, vide Clause 10.3 here-in-above, on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without any reference to the Contractor.

**THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA**  
**FORM OF AGREEMENT**

THIS AGREEMENT made this .....day  
of.....20.....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 General Conditions of Contract
  - (c) The Special Conditions of Contract
  - (d) Special Conditions of Contract (if any)

- (e) The Conditions of Tender
- (f) The Specifications
- (g) The Bill of quantities
- (h) The Trustees Schedule of Rates and Prices (if any).
- (i) All correspondence 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: .....

## KOLKATA PORT TRUST

### FORM G.C.1

Contract .....

Address .....

Date ..... of ..... Completion .....

Dear Sir/s,

This is to certify that the following works viz.

Name ..... of ..... the  
Work.....

Estimate ..... Number ..... E.E.O .....dt

.....  
C.E.O .....dt

Work ..... Order ..... Number .....

Allocation.....

....

Contract ..... Number .....

which was carried out by you is in the opinion of the undersigned completing in every respect on the ..... Day of .....20..... in accordance with the terms of the Contract and you are required to maintain the work in accordance with clause 62 of the General Conditions of Contract and under the provisions of the Contract for a period of ..... days /weeks / months / years.

From the ..... day of ..... 20 .....  
to the ..... day of ..... 20 .....

Signature (.....)  
(Engineer / Engineer's Representative)

Name.....



Designation.....

Office Seal

c.c. to The Deputy Chief Engineer (      )  
The Deputy Manager (      )  
Financial Adviser & Chief Accounts Officer/  
Manager (Finance), Haldia Dock Complex.

**KOLKATA PORT TRUST**

**FORM G.C.2**

The Financial Adviser & Chief Accounts Officer.

The Manager (finance), Haldia Dock Complex.

**CERTIFICATE OF FINAL COMPLETION**

This is to certify that the following works viz.

Name of work .....

Estimate No. E.E.O.. ..... dt .....

C.E.O. ....dt .....

Work Order No ..... dt .....

Allocation .....

Contract No.....

Resoln. No & Meeting No : .....

Allocation

.....

which was carried out by Shri /  
Messrs.....is now complete in every  
respect in accordance with the terms of the Contract and that all the obligations under Contract  
have been fulfilled by the Contractor.

Signature (.....)  
(Engineer / Engineer's Representative)

Name.....

Designation.....

Office Seal

**KOLKATA PORT TRUST**

**FORM G.C.3**

(‘No Claim’ Certificate From Contractor)

The Engineer  
Kolkata Port Trust  
Kolkata / Haldia

(Attn .....)

(Address, the Trustees’ Official, mentioned in  
the work Order and under whom the Contract  
was executed)

Dear Sir,

I/We do hereby declare that I/We have received full and final payment from Kolkata Port Trust  
for the execution of the following work, viz.

Name ..... of ..... Work

Work Order No ..... dt  
.....

Allocation.....  
...

Contract No.  
.....  
....

Agreement ..... No  
.....dt.....and I/We have no

further claim against Kolkata Port Trust in respect of the above mentioned job.

Yours faithfully,

(Signature of Contractor)

Date .....

Name of Contractor .....

Address .....

.....

(Official Seal of the Contractor)

**Draft Proforma of Bank Guarantee (Performance Bond) in lieu of cash Security Deposit, to be issued by the Kolkata/Haldia Branch, as the case may be, of any nationalized Bank of India on Non-Judicial Stamp Paper worth Rs.50/- or as decided by the Engineer / Legal Adviser of the Trustees.**

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 Kolkata, a body corporate - duly constituted under the Major port Trust Act, 1963 ( Act 38 of 1963), having agreed to exempt Shri / Messrs ..... a proprietary / Partnership / Limited / Registered Company, having its Registered Office at .....

(hereinafter referred to as “The Contractor”) from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors’ bills under the terms and conditions of a contract made between the Trustees and the Contractor for ..... (write the name of the work as per Work Order) in terms of the Work order No ..... dated.....(hereinafter referred to as “The Contractor”), from cash payment of Security Deposit/Payment of Security Deposit through deduction from the Contractor’s bills under the terms and conditions of a contract made between the Trustees and the Contractor for .....(write the name of the work as per Work Order) in terms of the Work Order No.....dated.....(hereinafter referred to as the said contract) for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs ..... (Rupees ..... ) we,.....Branch, Kolkata...../ Haldia, further agree that if a written demand is made by the Trustees through any of its officials

for honoring the Bank Guarantee constituted by these presents., We, .....  
 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 same so demanded to the Trustees  
 within a week from the date such demand by an A/c. Payee Banker's Cheque drawn in favour of  
 'KolkataPort Trust', without any demur . Even if there any dispute between the Contractor 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, .....  
 .....Branch,Kolkata ..... /Haldia, decline or fail  
 or neglect to honour the Bank Guaranteed in the manner aforesaid shall constitute sufficient  
 reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference,  
 whatsoever, to the contractor.

2. We,.....Branch, Kolkata...../Haldia, further  
 agree that a mere demand by the Trustees at any time and in the manner aforesaid, is  
 sufficient for us, ..... 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 contractor and no protest by  
 the contractor, made either directly or indirectly or through Court, can be valid ground for  
 us, .....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, ..... Branch, Kolkata  
 ..... /Haldia, further agree that the Bank Guaranteed herein contained  
 shall remain in full force and effect, during the period that is taken for the due performance  
 of the said contract by the contractor and that is shall continue to be enforceable till all the  
 dues of the Trustees under and/or by virtue of the terms and conditions of the said contract  
 have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees  
 certify that the terms and conditions of the said contract have been fully and properly  
 observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank  
 Guarantee, subject however, that this guarantee shall remain valid up to and inclusive of  
 .....day of .....19.....and subject all so  
 that the provision that the Trustees shall have no right to demand payment against this  
 guarantee after the expiry of 6(six) calendar months from the expiry of the aforesaid validity  
 period up to ..... Or any extension thereof made by us,

.....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 contractor for such extension of validity of this Bank Guarantee.

4. We, ..... 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 contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and We, ..... Branch, Kolkata ...../Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor 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 us,.....Branch, Kolkata...../Haldia.
5. We ..... 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.....

(Duly constituted attorney for and on behalf of)

BANK.....

BRANCH.....

Kolkata...../HALDIA.

(OFFICIAL SEAL OF THE BANK)

#### ADDENDUM

**Modification of clause no.3.4 of GCC as sanctioned vide Reso. No.210 by the Board of Trustees for the Port of Kolkata in the 13<sup>th</sup> Meeting held on 26.02.2013.**

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- i. **Earnest Money** : Earnest money deposit @ 2% of the estimated cost will be applicable for works / service / O&M contract only and not for procurement contract for which existing system as mentioned in the GCC should be followed.
- ii. **There will be no minimum ceiling of Earnest Money** which will be @ 2% of estimated cost of projects upto Rs.10 crore. EMD of project estimated above Rs.10 crore will be Rs.20 lakh + 1% of estimated cost by which it exceeds Rs.10 crore.
- iii. **Upto Rs.10 lakh Earnest Money** will be accepted by Banker's cheque / Demand Draft / Pay order. EMD beyond Rs.10 lakh may be accepted in the form of Bank Guarantee issued by an Indian Nationalized / Scheduled Bank.
- iv. **Refund of Earnest money** to other than L-1 bidders will be made within 2 month of opening of bid or on finalization / acceptance of tender, whichever is earlier.

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**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 consortium, name of the lead member)] 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 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 / Consortium Members with Seal)

**Note –**

(In case of Consortium, representative of all members must sign)

**Format For Power Of Attorney For Lead Member Of Consortium**

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

**POWER OF ATTORNEY**

Whereas Kolkata Port Trust (“the Authority”) has invited tenders from interested parties for “.....” (Tender No. ....).

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

IN WITNESS HEREOF WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....  
DAY OF .....20\*\*

For .....  
.....  
(Name & Title)  
For .....  
.....  
(Name & Title)  
For .....  
.....  
(Name & Title)

Witnesses:

- 1.
- 2.
- .....

(To be executed by all the members of the Consortium)

KOLKATA PORT TRUST

Design, manufacture, supply, delivery, installation and commissioning of 3 No. vertical fixed pitch single stage axial flow pump motor sets including valves, electrical accessories followed by Comprehensive Annual Maintenance Contract for a period of 5 years after expiry of guarantee period of one year for KPD, KoPT

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

## Instructions:

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

**Details Of Financial Capability Of The Tenderer**

(In Rs. Crore)

<b>Applicant Type</b>	<b>Annual Financial Turn Over</b>
	Average on last 3 years
Single entity Tenderer	
Consortium Member 1	
Consortium Member 2	
Consortium Member 3	
Consortium Member 4	

Please add more rows depending upon Consortium Members.

Instructions:

1. The Single Entity Tenderer/ each members of Consortium 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

**Joint Bidding Agreement**

*(To be executed on Non-Judicial Stamp Paper of at least Rs. 60/-)*

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20...

**AMONGST**

1. { ..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ..... (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

2. { ..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ..... (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

3. { ..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at ..... (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

**AND**

4. { ..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at ..... (hereinafter referred to as the “**Fourth Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

**WHEREAS,**

- A. [KOLKATA PORT TRUST, established under the Major Port Trusts Act-1963 and having Principal Office at 15, Strand Road, Kolkata-700001 (hereinafter referred to as the “**KoPT**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited offers by its Request through NIT No. .... dated ..... (the “**TENDER DOCUMENT**”) for selection of successful tenderer for the contract as proposed in the said tender document.
- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the tender document and other documents in respect of the work, and
- C. It is a necessary condition under the tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Offer.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the tender document.

**2. Consortium**

- 2.1. The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Tendering Process for the Work.
- 2.2. The Parties hereby undertake to participate in the Tendering Process only through this Consortium and not individually and/ or through any other consortium constituted for this work, either directly or indirectly or through any of their Associates.

### **3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the successful tenderer and awarded the contract, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act 1956 for entering into an Agreement with the KoPT and for performing all its obligations as the successful tenderer in terms of the Agreement for the Project.

### **4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the tendering process and till all the obligations of the SPV shall become effective;
- (b) Party of the Second Part shall be {the Technical Member of the Consortium ;}
- (c) {Party of the Third Part shall be the Financial Member of the Consortium; and}
- (d) {Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.}

**[Note: Status of the members in (b), (c) and (d) are only illustrative. More / less parties may form the Consortium and changes may be made accordingly to the JBA]**

### **5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the work and in accordance with the terms of the tender document till completion of the contract.

### **6. Shareholding in the SPV**

- 6.1. The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:  
First Party:  
Second Party:  
{Third Party:}  
{Fourth Party:}
- 6.2. The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till completion of two years from the date of commencement of the contract, be held by the Parties of the First, {Second and Third} Part whose experience and net-worth have been reckoned for the purposes of pre-qualification in terms of the tender document.
- 6.3. The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times till completion of two years from the date of commencement of the contract.



- 6.4. The Parties undertake that they shall comply with all the requirements as stipulated in the tender document vide N.I.T. No. .... dated .....

## **7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power to enter into this Agreement with KoPT;
- b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and KoPT to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - i. Require any consent or approval not already obtained;
  - ii. Violate any Applicable Law presently in effect and having applicability to it;
  - iii. Violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - iv. Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - v. Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the contract is achieved under and in accordance with the terms of the tender, in case the contract is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the work or does not get selected for award of the contract, the Agreement will stand terminated in case the Tenderer is not pre-qualified or upon return of the Earnest Money by the KoPT to the Bidder, as the case may be.

## 9. Miscellaneous

9.1. This Joint Bidding Agreement shall be governed by laws of India.

9.2. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the KoPT.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART by

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

FOURTH PART by

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

### **Notes:**

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and KoPT to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

**Covering Letter( In case of Joint Venture)**

**Dated :**

To,

The Chief Mechanical Engineer  
Kolkata Port Trust,  
Mechanical and Electrical Engineering Department  
8, Garden Reach Road  
Kolkata-700043

Dear Sir,

- 1) I/we, \_\_\_\_\_ (Name of tenderer) having examined the Tender Document and understood its contents, hereby submit our tender for ..... at, 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 Kolkata Port Trust (hereinafter referred to as KoPT) any additional information it may find necessary or require to supplement or authenticate the Tender
- 4) I/we acknowledge the right of KoPT 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 consortium 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 consortium 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 KoPT 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 KoPT 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 KoPT in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by KoPT in this regard.

Thanking you,

Yours faithfully,

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

**Name: .....**

**FORMAT IN CASE OF JOINT VENTURE/CONSORTIUM AGREEMENT**

(To be submitted on stamp paper)

This Joint venture/consortium 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 /consortium for carrying on the work of KOLKATA PORT TRUST 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/consortium for execution of subject works.

**NOW THIS DEED WITNESSED AS UNDER:**

- a. That under this Joint Venture/consortium 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/consortium 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/consortium 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:

- e. The turnover and experience of each party is as under:

First Party:

Second Party:

- f. Subject to Clause-4, 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/consortium 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 Kolkata Port Trust to ensure the satisfactory execution of that part of the contract.
- h. The Registered Office of the Joint Venture/Lead Partner of the consortium shall be at \_\_\_\_\_
- i. The Joint Venture/consortium 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/consortium 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/consortium and to give discharge on behalf of the Joint Venture/consortium.

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

Party of First Part

Party of Second Part

Witness:

1)

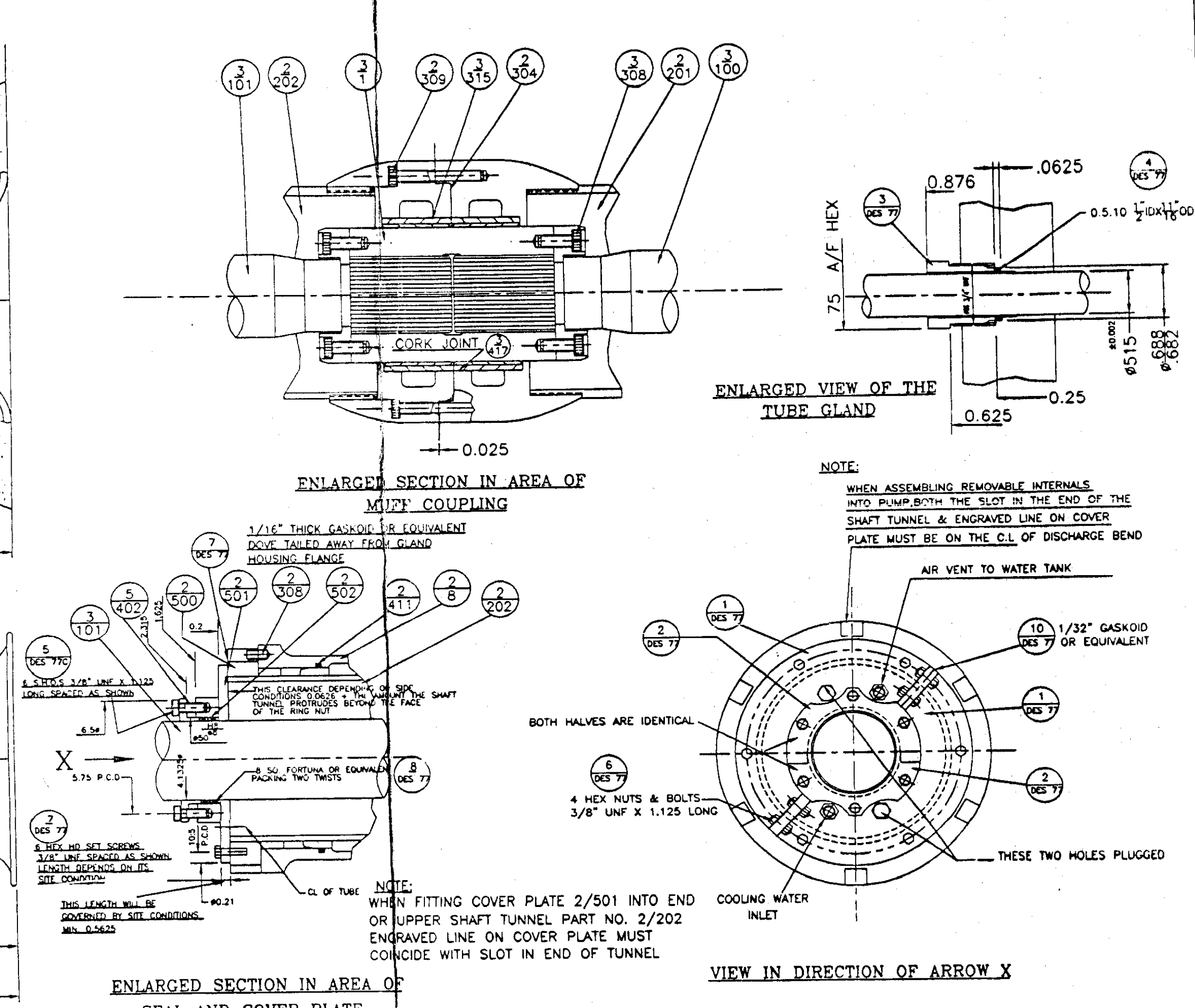
2)

**DOCUMENTS TO BE UPLOADED/SUBMITTED OFFLINE**

Scanned copy of the following documents to be uploaded/submitted offline:

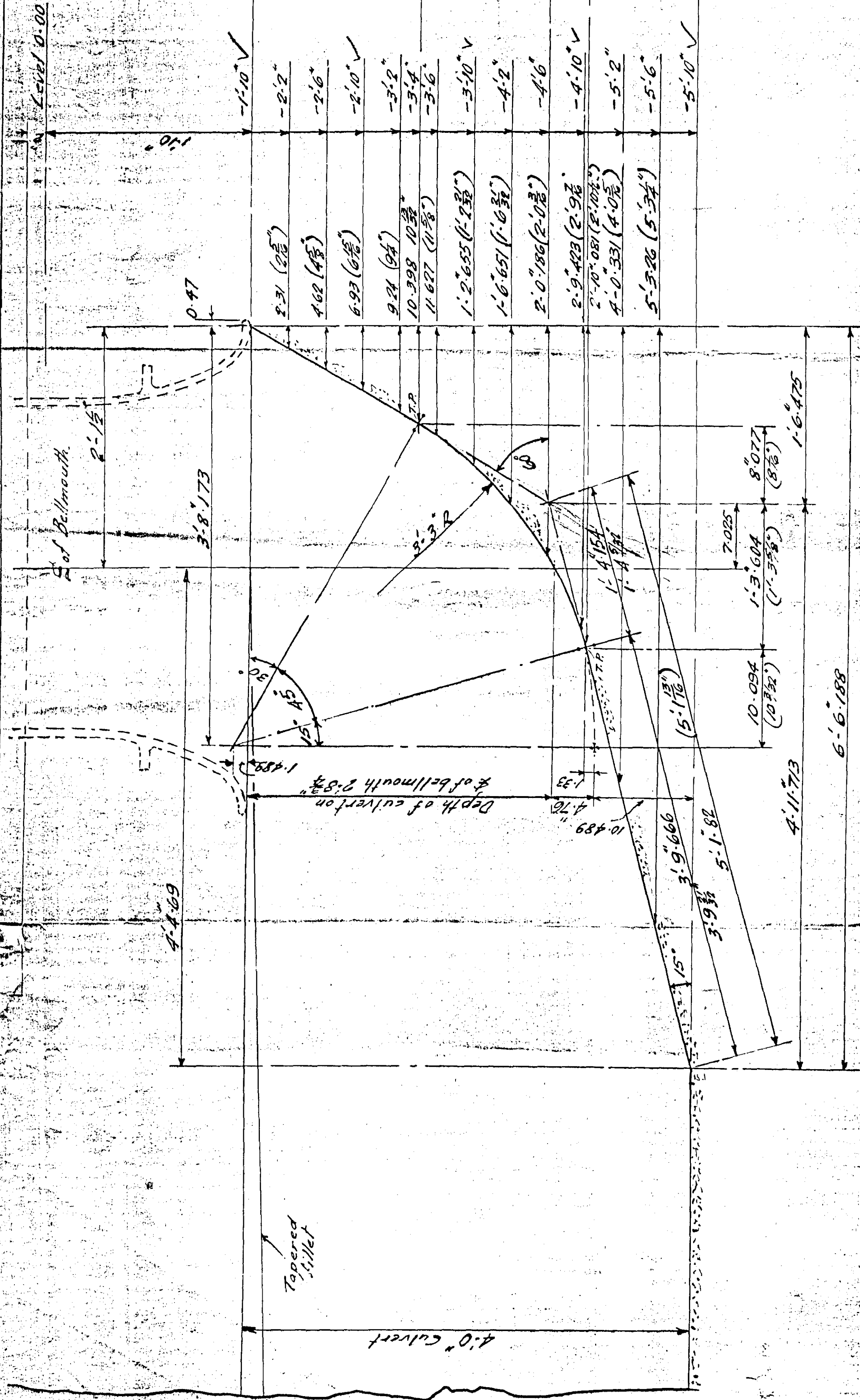
1.	Undertaking of the tenderer to be submitted as per enclosed Pro-forma (Annexure –O) in lieu of submission of signed copies of the full Tender document
2	Copies of Audited Balance Sheet and Profit and Loss Account for the last three financial years ending March 2017.
3	Credentials in the form of copies of Letters of Award of Works along with corresponding successful Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
4	Self Attested valid GST Registration Certificate
5	Self Attested Valid Professional Tax Clearance Certificate / Up to date tax payment challan, if applicable.
6	Self Attested Valid Trade Licence.
7	Self Attested PAN Card.
8	Copies of Income Tax Return of last 3 years ending March, 2017
9	Statement to confirm the status of the Tenderer – whether a Partnership Firm, Company or Proprietorship Firm.
10	Proof of being registered with Employees’ State Insurance Corporation (ESIC) or else Affidavit (Annexure-K) and Indemnity Bond ( Annexure-L)to be submitted in lieu of ESI Registration.
11	Self Attested Proof of possession of valid Employees’ Provident Fund (EPF) Account.
12	Profile of Tenderer ( Annexure-I)
13	Declaration from the tenderer in the form of a Cover Letter with certain undertakings and also that they or their associates have not been banned or delisted by any government or quasi –government agencies or PSUs in India as per enclosed Proforma.( Annexure-J)
14	Integrity Pact as per format in Annexure-M
15	Guidelines for Indian agents of foreign suppliers as per Annexure-N
16	EMD & Cost of Tender documents/NSIC/DIC Registration certificate.
17	Form of Tender, duly filled up and signed.
18.	Annexures as applicable in case of JV/Consortium





LIST OF PART										LIST OF PART										LIST OF PART									
PART NO.	DESCRIPTION	NO. OFF SET	SPECIAL NO.	MATERIAL	CODE	OUTSIDE ORDER NO.	REMARKS	ESTIMATED FINISHED WEIGHT PER SET		PART NO.	DESCRIPTION	NO. OFF SET	SPECIAL NO.	MATERIAL	CODE	OUTSIDE ORDER NO.	REMARKS	ESTIMATED FINISHED WEIGHT PER SET		PART NO.	DESCRIPTION	NO. OFF SET	SPECIAL NO.	MATERIAL	CODE	OUTSIDE ORDER NO.	REMARKS	ESTIMATED FINISHED WEIGHT PER SET	
1/1	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/2	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/3	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/4	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/5	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/6	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/7	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/8	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/9	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/10	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/11	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/12	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/13	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/14	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/15	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/16	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/17	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/18	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/19	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/20	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/21	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/22	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/23	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/24	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/25	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/26	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/27	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/28	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/29	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/30	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/31	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/32	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/33	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/34	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/35	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/36	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/37	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/38	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/39	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/40	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/41	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/42	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/43	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/44	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/45	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/46	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/47	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/48	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/49	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/50	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/51	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/52	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/53	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/54	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/55	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/56	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/57	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/58	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4/112	1		BRASS		4/112/1	VERTICAL PITCHING LID			4/112	WATER BLOC	1		ST STEEL				1	1
1/59	WATER BLOC	1		ST STEEL				1	1	4/112	KEY FOR 4																		

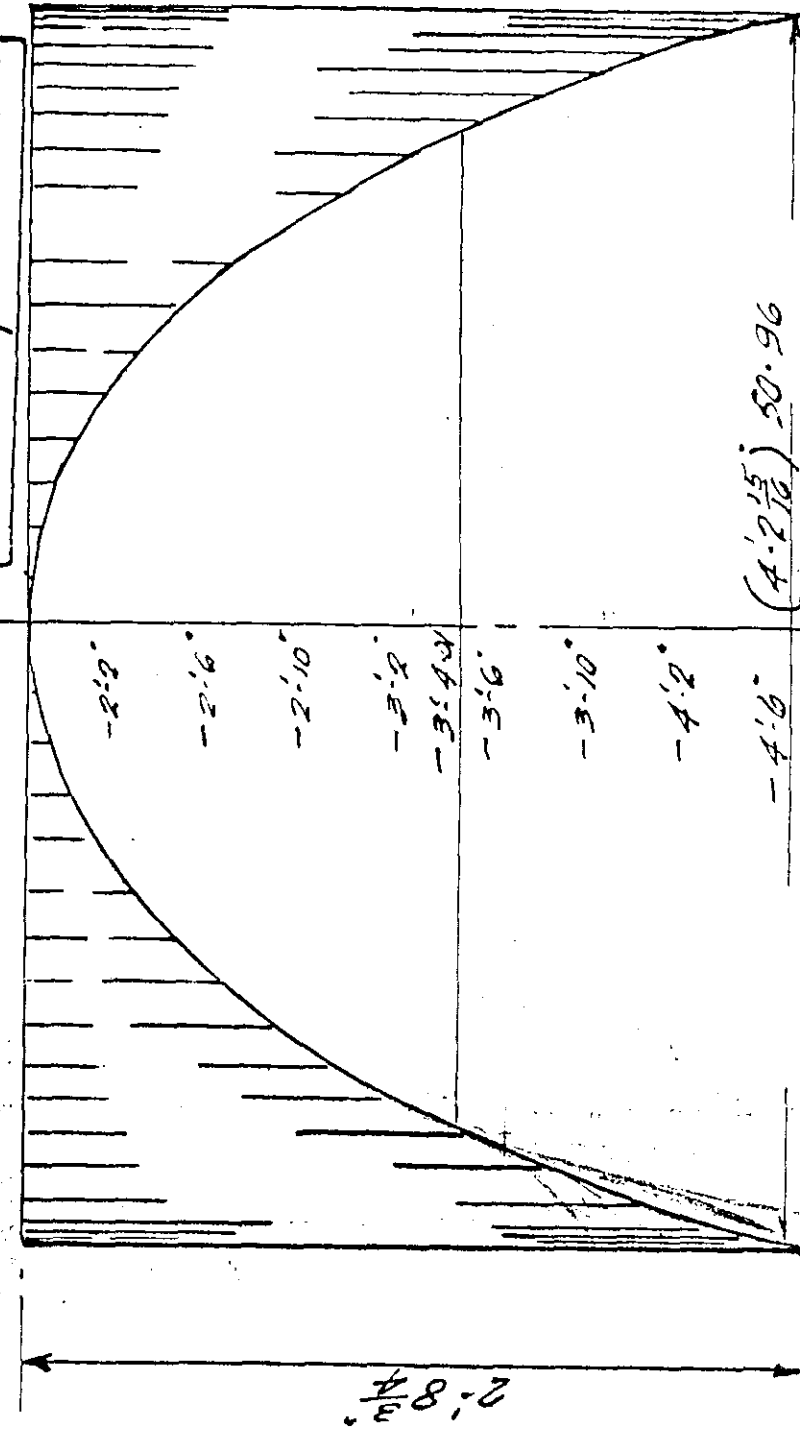




LONGITUDINAL SECTION ON E OF SUCTION CULVERT AT BELLMOUTH END.

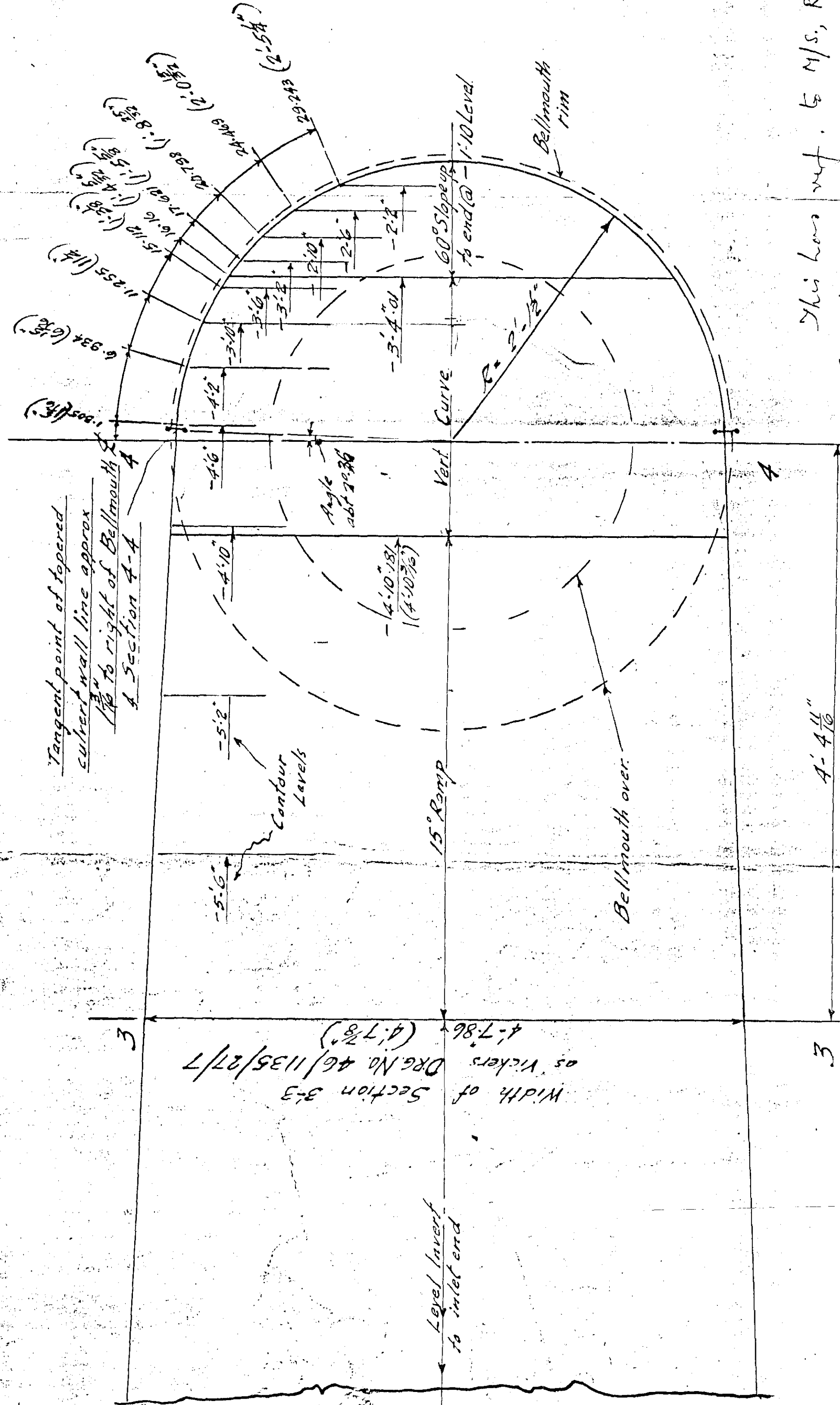
END VIEW FROM SECTION 3-3

Revised - 10/10/66  
 Letter No 578/1982-1022/1966  
 From M/S. R.P.T. (London)  
 C.E.O Reg No 1635/27/7



END VIEW FROM SECTION 4-4

Note:  
 Sections 3-3 & 4-4 are at same  
 positions as Sections 3-3 & 4-4 on  
 Vickers Drg No 46/1135/27/7  
 Sections 1-1 & 2-2 on that dng still apply



PLAN FROM -1'-10" LEVEL.

This has ref. to M/S. R.P.T.'S  
 letter no. 578/11052 dt. 30.8.66  
 & C.E.S. reg. no. P.D. 1634 of 2.9.66.

rs/cwa/s'66

Scale: 1/2" = 1 Foot

THE COMMISSIONERS FOR THE PORT OF CALCUTTA  
 RETURN PUMPING AT KIDDERPORE DOCKS

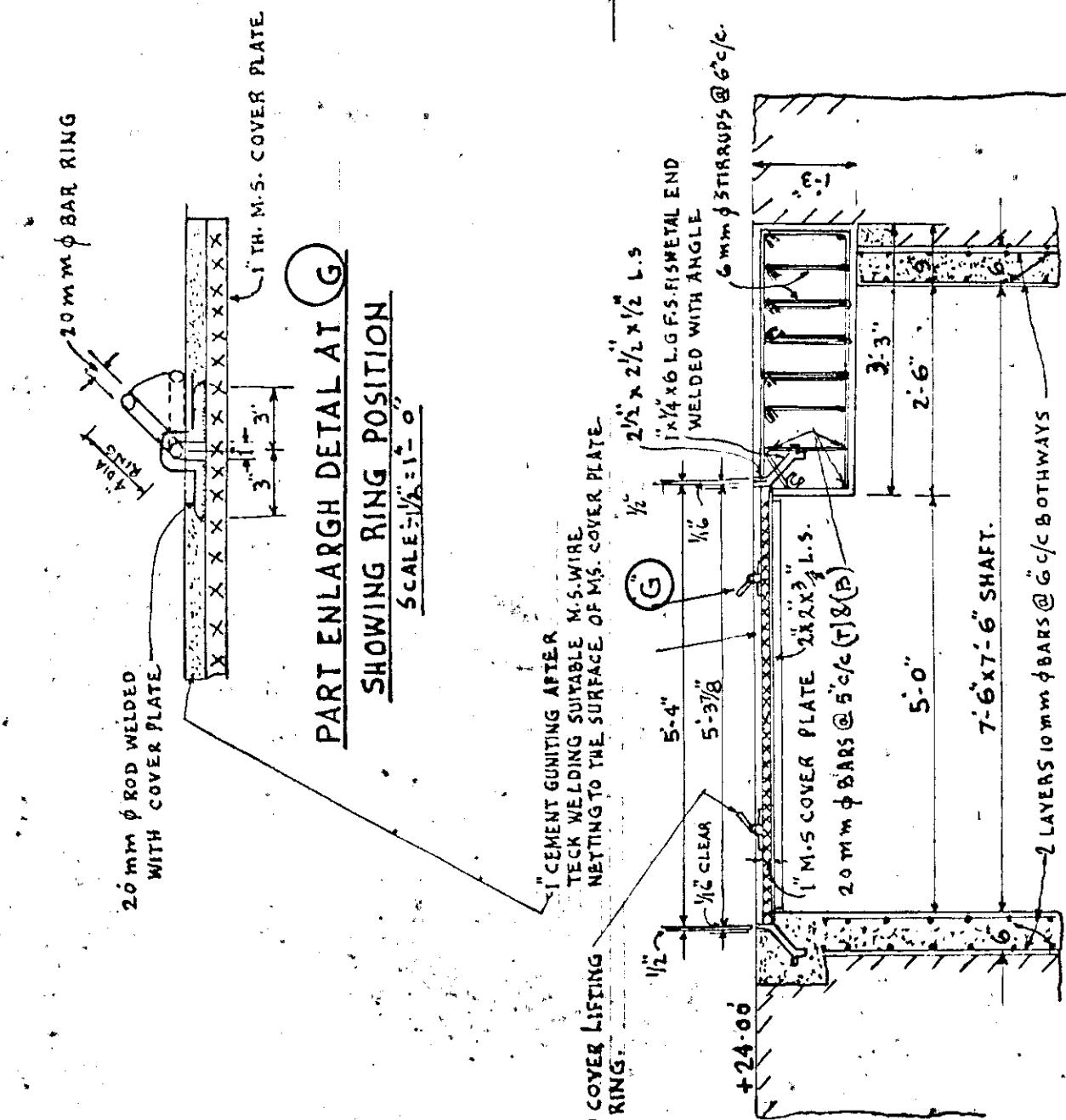
CONTOURS & SETTING OUT POINTS  
 FOR BELLMOUTH END OF  
 SUCTION CULVERTS

Dra No CPC/KP/4  
 RENDAL PALMER & TRITTON  
 CONSULTING ENGINEERS

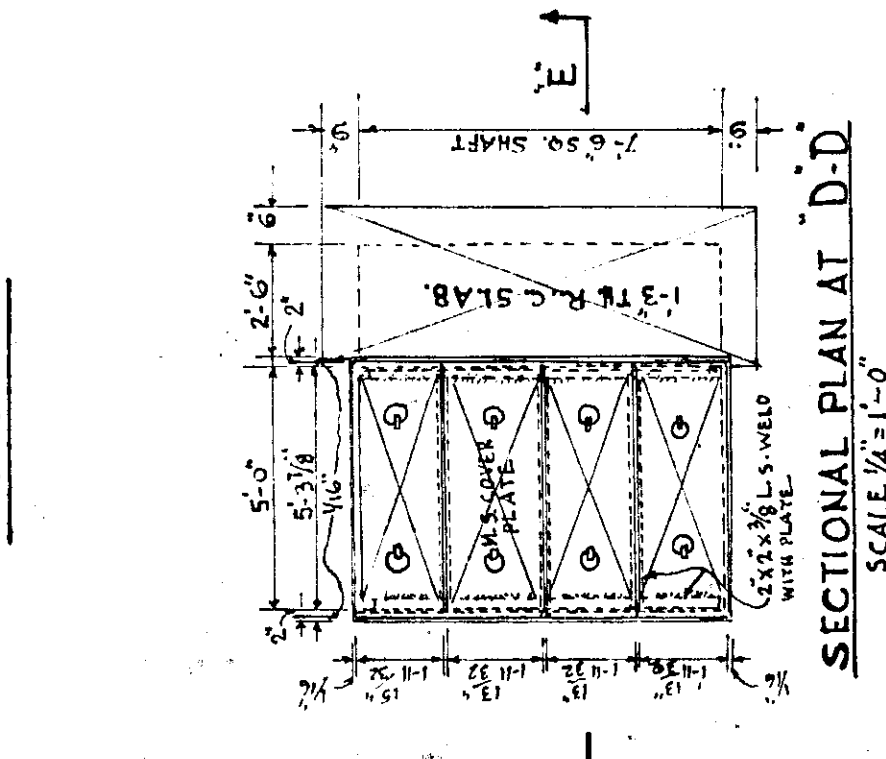




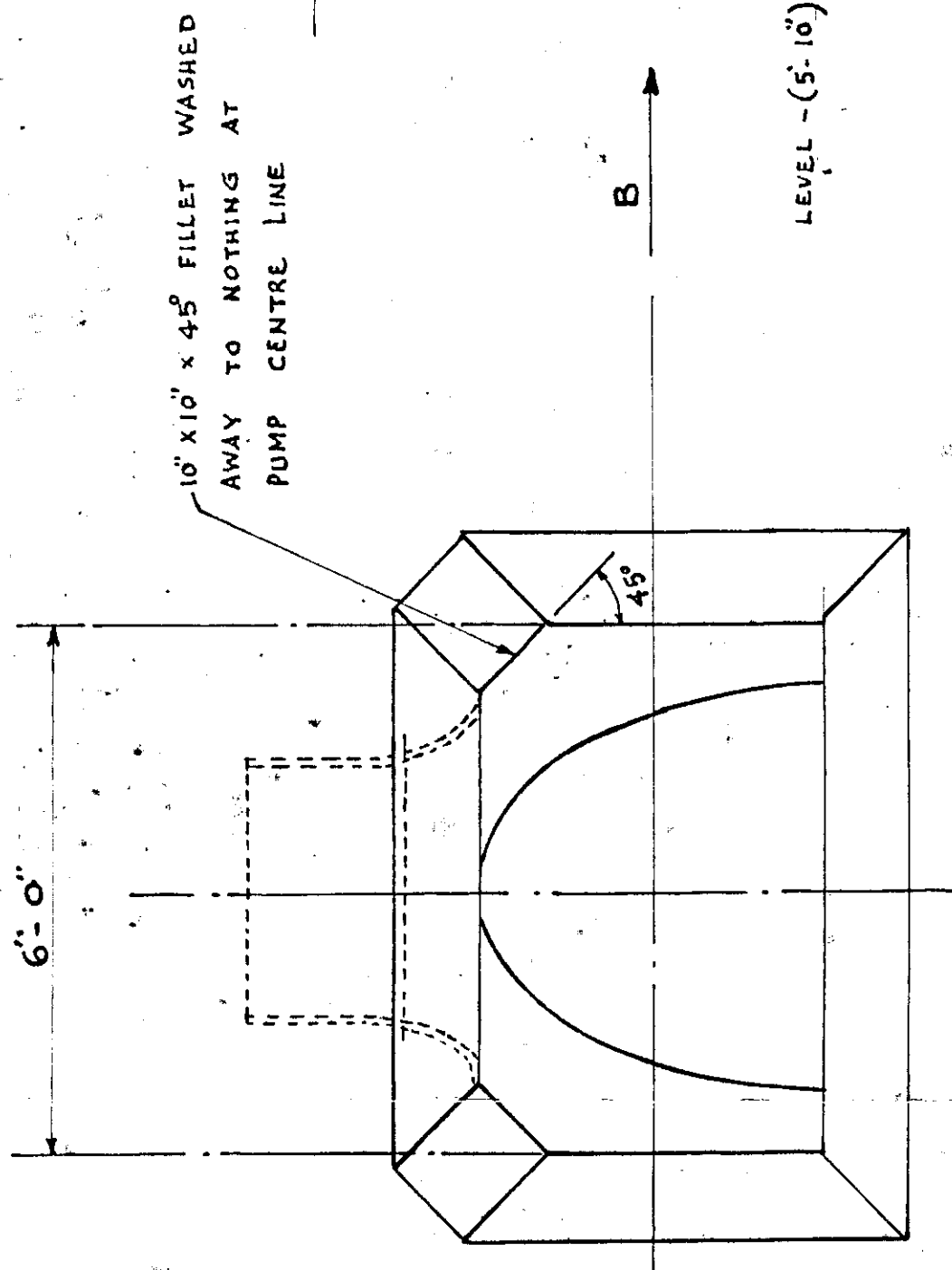




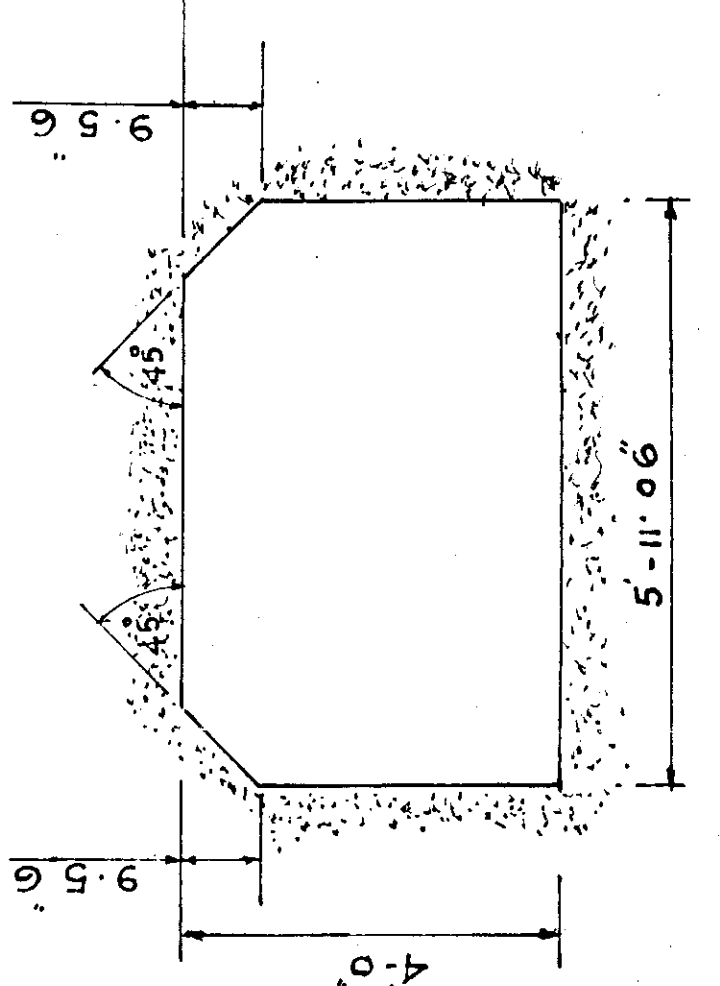
SECTION ON E-E  
SCALE 1/2\"/>



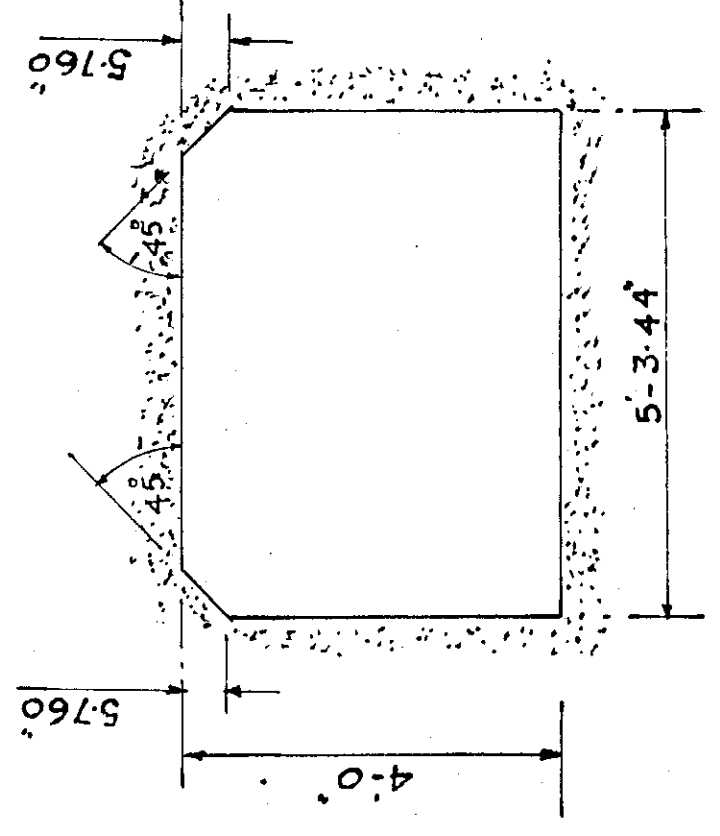
SECTIONAL PLAN AT D-D  
SCALE 1/2\"/>



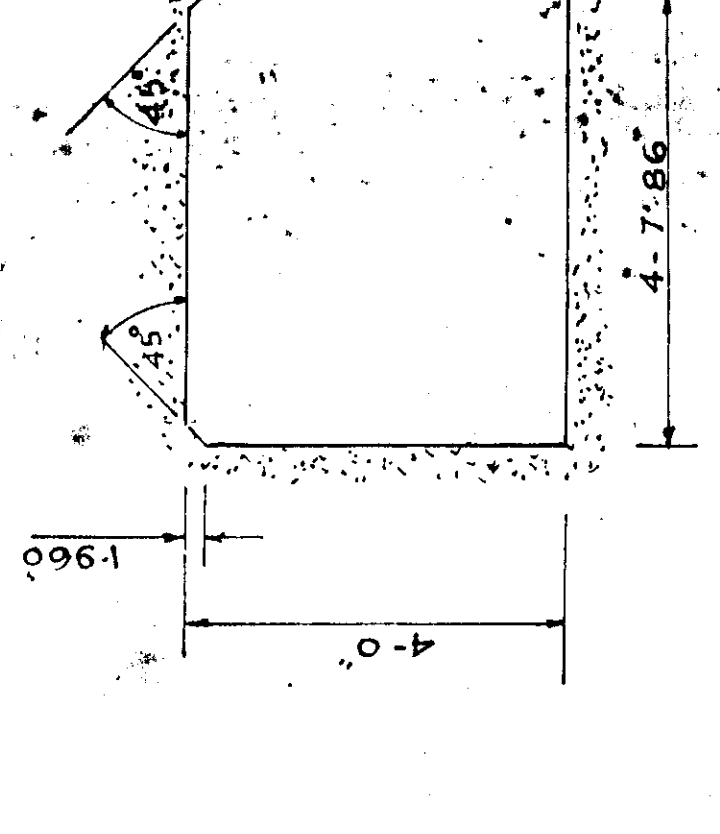
VIEW IN DIRECTION OF ARROW B



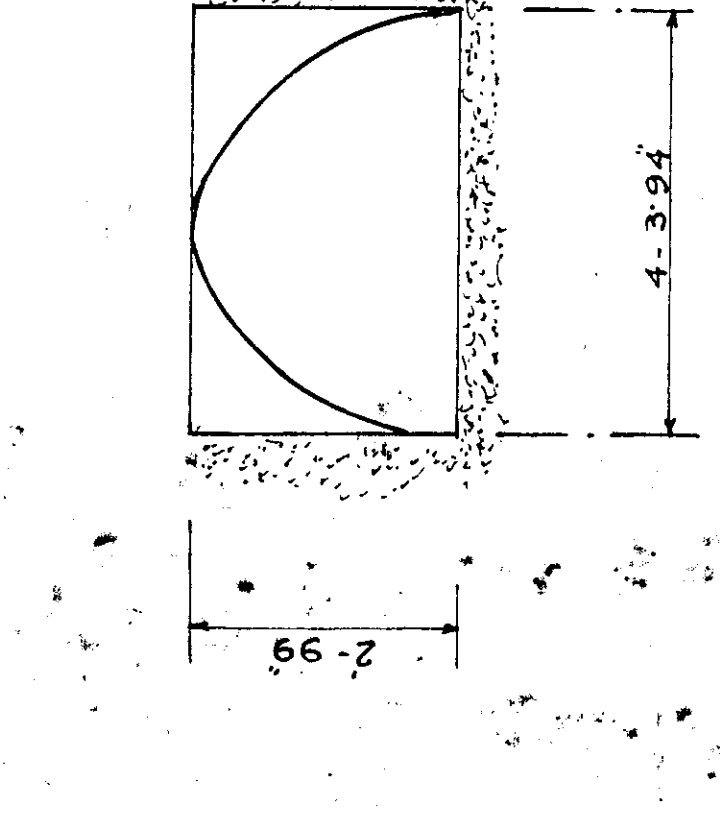
SECTION 1



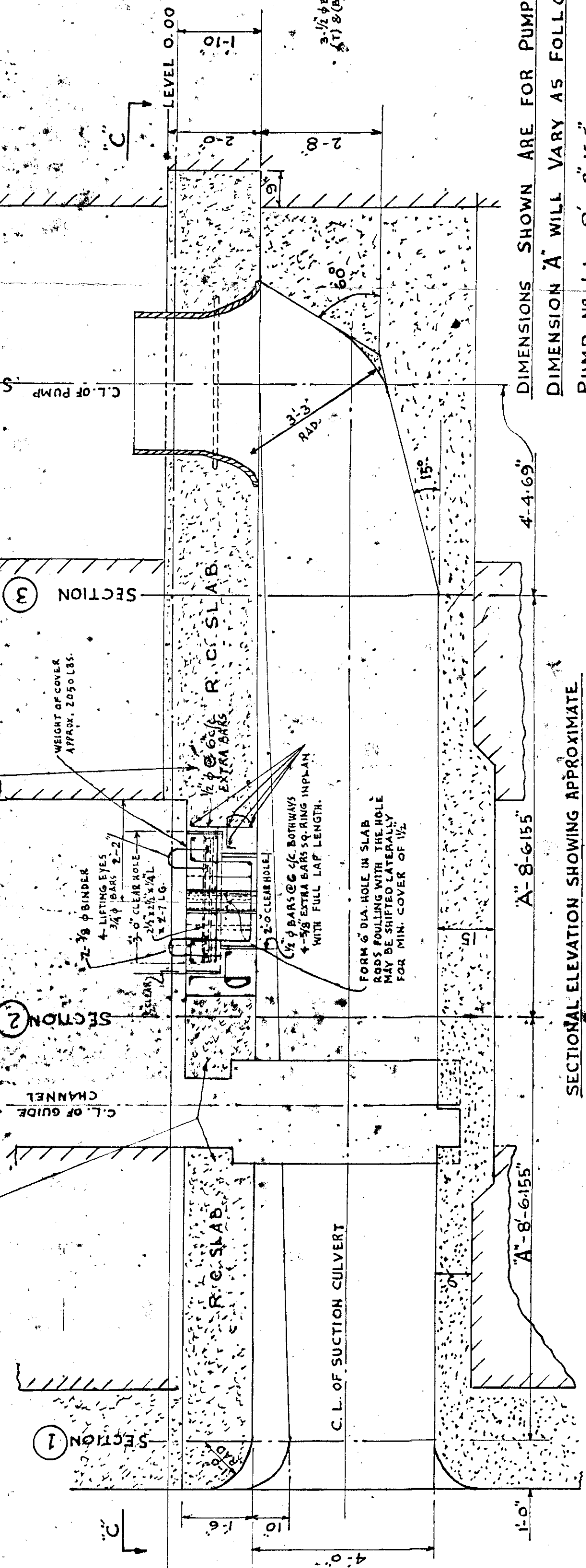
SECTION 2



SECTION 3



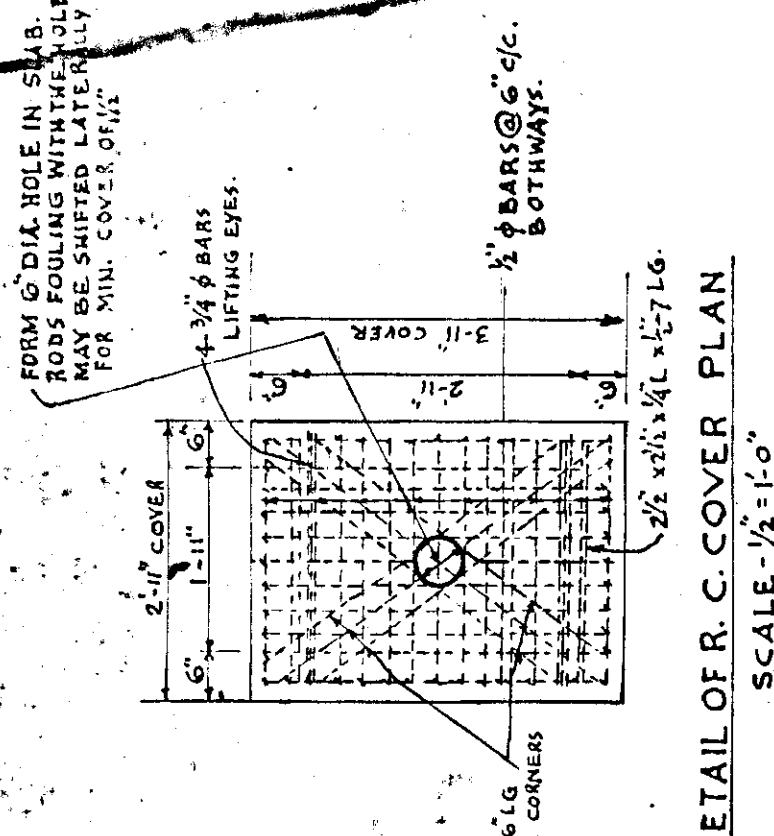
SECTION 4



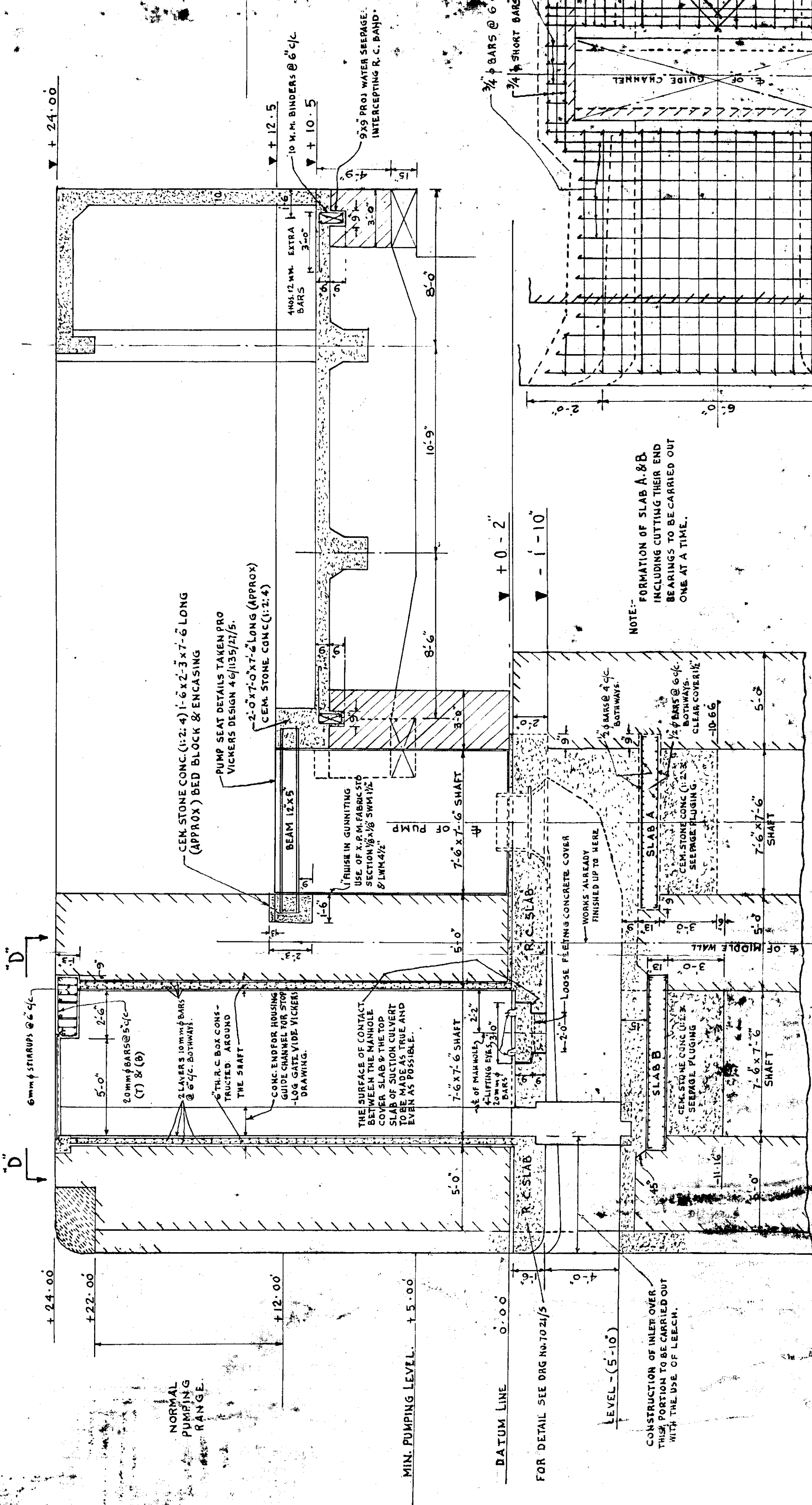
SECTIONAL ELEVATION SHOWING APPROXIMATE BOXOUT FOR STOPLOG GATE  
SCALE: 1/2\"/>

DIMENSIONS SHOWN ARE FOR PUMP NOS 3, 4 & 5  
DIMENSION A WILL VARY AS FOLLOWS:-  
PUMP NO 1:- 8'-2.155'  
PUMP NO 2:- 8'-3.155'  
PUMP NO 6:- 8'-7.155'  
PUMPS ARE NUMBERED 1 TO 6 FROM SW END OF PUMPHOUSE.

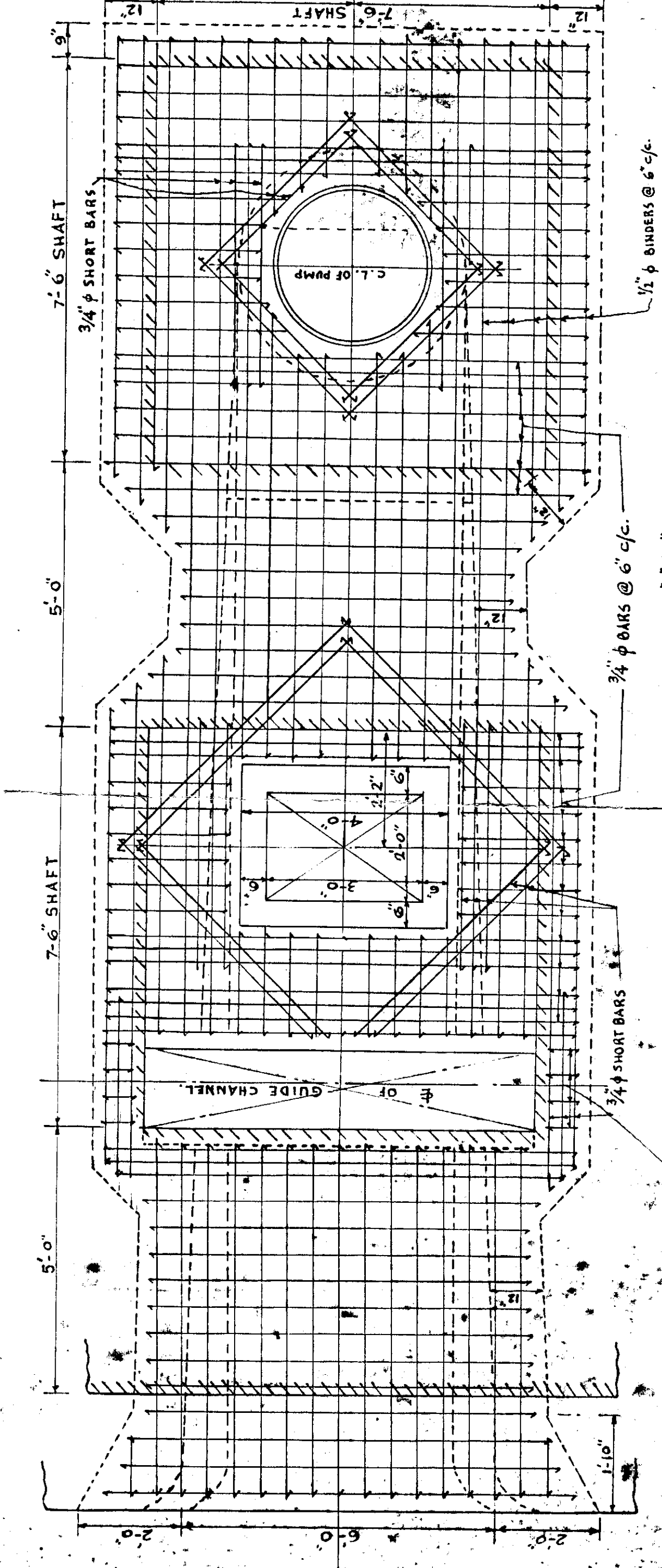
- NOTES:-
1. CEMENT STONE CONCRETE TO ALL R.C. COVERS & PLAIN CONCRETE TO BE OF MIX (1:1 1/2:3)
  2. MINIMUM CLEAR COVER TO REINFORCEMENTS TO BE AS FOLLOWS:-  
(a) FOR PORTIONS IN CONTACT WITH WATER 1/2\"/>



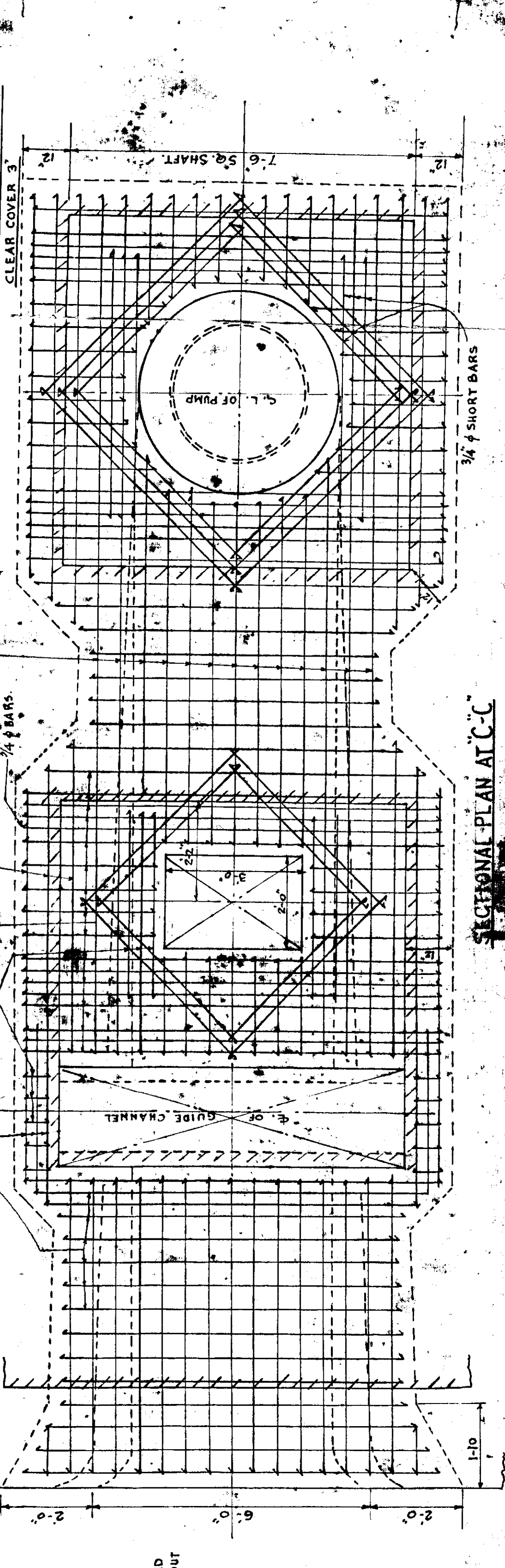
DETAIL OF R.C. COVER PLAN  
SCALE: 1/2\"/>



SECTION OF SUCTION INLET OF RECIRCULATION PUMPS (G-OFF)



SECTIONAL PLAN AT C-C  
SHOWING TOP REINFORCEMENT  
CLEAR COVER 3"



SECTIONAL PLAN AT C-C  
SHOWING REINFORCEMENT

NOTE:-  
FORMATION OF SLAB A & B INCLUDING CUTTING THEIR END SHALL BE CARRIED OUT ONE AT A TIME.

CONSTRUCTION OF INNER OVER THIS PORTION TO BE CARRIED OUT WITH THE USE OF LEACH.

NO.	REVISION	DATE	BY	CHKD.	APPD.
C	1	24-67	M.S.	M.S.	M.S.
B	1	24-67	M.S.	M.S.	M.S.
A	1	24-67	M.S.	M.S.	M.S.

THE COMMISSIONERS FOR THE PORT OF CALCUTTA

RECIRCULATION OF ROCK WATER, DETAILS OF PUMP SECTION, STOP LOG GATE SHAFT AND INLET, DRAWN BY: M.S. SCALE: 1/2\"/>

CHECKED BY: M.S. DATE: 20-1-69

TRAFFIC ENGINEER

PLANNING ENGINEER (P.W.)

CHIEF ENGINEER