

KOLKATA PORT TRUST

TENDER SPECIFICATION AND CONDITION OF CONTRACT FOR

INTERMEDIATE DRY DOCKING & SURVEY REPAIR OF P.V. MA GANGA

Tender No. MRN/NC/321/Intermediate Survey Repair/2015.

Estimated Cost Rs. 25.87 Lakh

**DIRECTOR, MARINE DEPARTMENT
NEW CONSTRUCTION CELL
15, STRAND ROAD,
KOLKATA-700001**

JULY- 2015

Tender Authority	Director, Marine Department Kolkata Port Trust 15, Strand Road, Kolkata – 700 001 Phone No. 033-2230-3451, Extn. 375 Telefax : 033-22310105 Email : calport@vsnl.com
Estimated Value of Tender	Rs.25.87 Lakh
Earnest Money Deposit	Rs.51,740/-
Cost of Bid Document	Rs. 1,000/-
Sale of Bid Document from	06.07.2015
Pre-bid discussion	On 16.07.2015 at 1500 hrs.
Close of Sale of Bid Document	27.07.2015 till 1200 hrs.
Last date and time of submission of tender	On 27.07.2015 upto 1400 hrs.
Due date and time for opening of tender	On 27.07.2015 at 1500 hrs

NOTICE INVITING TENDER

- 1.1 Sealed tenders in Duplicate in Two Bid System (Techno-Commercial Bid & Price Bid) are invited by Director, Marine Department, Kolkata Port Trust (KoPT), from the Ship Builders/Ship Repairer for “Intermediate Dry Dock Work of P.V.MA GANGA.

Note : It is to be noted that the bid/s to be submitted complete in all respect. In case of any shortfall, the bidders will be allowed to submit the shortfall documents within stipulated time and non compliance of same, the tender would be processed in absence of documents, which may result in disqualification of the bidder for the tender.

The tender will not be extended beyond the due date.

- 1.2 Details of Pre-qualification criteria for the Tenderers, Time schedule and EARNEST MONEY to be deposited by the Tenderers for participation in this tender are given below:

1.2.1	Estimated Value	Rs. 25.87 Lakh
1.2.2	PRE QUALIFICATION CRITERIA	
1.2.2.1	Technical Criteria	<p>A. Must have carried out ship repair/ship building works having proven record of hull, deck and structural works, engine and machinery repairs in course of last 7 years and must have own workshop facility for carrying out such repair/survey work.</p> <p>B. The firm must have successfully completed at least 3 ship repair/building works each costing not less than 40% of the estimated value or 2 works each costing not less than 50% of the estimated value or 1 work of value not less than 80% of the estimated value during the last 7 years ending 30.04.2015.</p>
1.2.2.2	Financial Criteria	Average annual turn over of the firm for the last 3 years ending 31.03.2014 should be at least 30% of the estimated value of the work.
1.2.3	Tender Fee	Rs. 1000/- (non-refundable)
1.2.4	Sale/Downloading of Tender Document	<p>A. Tender Document may be obtained from the office of the Director, Marine Department, Kolkata Port Trust, 15, Strand Road, Kolkata-700 001 on any working day except Saturdays, Sundays and Holidays on submission of Demand draft/Pay order/Banker's Cheque from a Nationalised Bank drawn in favour of "Kolkata Port Trust" payable at Kolkata or cash towards Tender Fee Rs. 1000/-.</p> <p>The intending bidders may otherwise download the Tender Documents directly from KoPT's website i.e. www.kolkataporttrust.gov.in & CPP Portal. However, in that case also, they have to submit the Tender fee in the manner stated above (except cash) at the time of submission of the Tender in Cover-I.</p> <p>B . Exemption: NSIC registered firms (under single point registration scheme) are exempted from depositing cost of Tender Document. Documentary evidence must be submitted in Cover-I of their offer for claim of such exemption otherwise their offer will be rejected.</p>

1.2.5	Submission of queries/Pre-bid meeting	In case, the Tenderers need any clarification relating to this tender document, relevant queries may be submitted to the Director, Marine Department, at least 7 days before pre bid meeting for KoPT's readiness to effectively conduct the pre-bid meeting. Addition /alternation /deletion of the content of this tender document , if any, arising out of the pre-bid meeting shall be uploaded in KoPT's website for intimation of the tenderers. No separate communication to any tenderer shall be made.
1.2.6	Inspection of the vessel	The bidders are advised to inspect the vessel at Haldia/Kolkata to acquaint themselves with the actual work involvement with prior consent of the Director, Marine Department before submission fo the bids.
1.2.7	Earnest Money Deposit (EMD)	<p>a)An amount of Rs. 51,740/- (Rupees Fifty One Thousand Seven Hundred Forty Only) shall be submitted as Earnest Money Deposit either by a Demand draft/Pay order/Banker's Cheque in favour of "Kolkata Port Trust" payable at Kolkata from any Nationalised/Scheduled Indian Bank operation at Kolkata.</p> <p>b) EMD shall be submitted in a separate cover. EMD of all bidders will be kept in safe custody .Only Earnest Money of L-1 bidder will be encashed and Earnest Money instruments of other bidders will be returned after opening of price bids without interest.</p> <p>c) Earnest Money of successful bidder will be returned without any interest after submission of Security Deposit.</p> <p>d) Exemption: NSIC registered firms (under single point registration scheme) are exempted from depositing Earnest Money. Documentary evidence must be submitted in Cover-I of their offer for claim of such exemption otherwise their offer will be rejected.</p>
1.2.8	Forfeiture of EMD	Earnest Money shall be forfeited, if any Tenderer withdraws his offer within the validity period of the offer and/or alters/amends any terms and/or condition and/or quoted rate(s), within the validity period of the offer, making it unacceptable to KoPT, and/or in case successful Tenderer fails to enable KoPT to deduct equivalent amount of S.D from their bills because of non-execution of work or otherwise. For the purpose of this provision, the validity period shall include any/all extension thereof agreed to by the Tenderer in writing Kolkata Port Trust shall also be at liberty to deduct any of their dues from Earnest Money.
1.2.9	Tender Validity	180 days from the date of opening of cover-I of the Tender.

TENDER NOTICE
Intermediate Dry Dock repair of Pilot Vessel “Ma Ganga”
Tender No. MRN/NC/321/Intermediate Survey Repair/2015

1. INTRODUCTION OF WORK

The Pilot –cum- Survey Vessel “Ma Ganga” of Kolkata Port Trust is deployed at Sagar for pilotage operation as well as survey purpose having following dimensions. (Length- 50.626 Mtr, Breadth- 11.50 mtrs, Draft- 3.0 mtrs, Depth 4.50 mtr), built in the year 2008. The vessel is manned operated and maintained by a Private Contractor and is generally in good condition. The vessel is under IV Act with dispensation from MMD to ply in the partial smooth water limit of river Hooghly and certificates are valid. The intermediate Survey Repair will fall due shortly .

Work consists of USG, renewal/repair of hull and deck plating/fender/zinc blocks, inspection of forepeak, quartz blasting and painting of underwater hull/ ship side inspection of sea suction and discharge valves, renewal of anodes. Removal of propeller, rudder and refitting of same if recommended by surveyor including rectification if any.

Some additional works over and above the BOQ may be required to be carried out as considered necessary by SNC apart from works recommended by IRS/MMD surveyor for the purpose of intermediate dry docking of the vessel.

Interested firms are advised to inspect the vessel thoroughly at Haldia to acquaint themselves with the actual involvement of work prior pre bid meeting.

The tender documents may be downloaded from the website directly.

Amendments if any would also appear on this website only, interested firms are requested to make a note of the same.

CONDITIONS OF TENDER

2. The tenders are to be submitted in two parts in duplicate i.e. Cover-I & Cover-II. Cover-I should constitute the Technical Bid and terms and conditions of offer and Cover-II should constitute only the price bid without any condition and deviation. Two separate covers i.e. Cover-I & Cover-II are to be sealed in a main cover duly superscribed. Both the covers in the main cover should also be superscribed.

2.1 Due date and time of opening of Cover-II will be informed in advance.

2.2 Tenderers are requested to depute their competent representative who can take decision across the table if need arises.

2.3 Eligibility criteria-

Other than pre qualification criteria for eligibility are also guided by the items required to be submitted under Cover-I such as firms Regn. No., current sales tax clearance/VAT Registration, latest EPF deposit certificates etc.

The firms also must have

- a) Atleast one computer, one fax machine, one telephone and atleast two mobile phones to be able to effectively communicate for speedy execution of work.
- b) The firms must have atleast 15 workmen with 1 No. certified welder on their pay roll except in case of public sector firms.
- c) Each firm must have the machines in their workshops such as lathe machine, grinding machine, drilling machine, welding machine and the workshop/office/set up should be situated in the area of Kolkata / Howrah.

2.4 Cover I of the tender shall contained the following:

- a) NIT duly signed and sealed in each page along with declarations with a letter-stating acceptance of all terms and conditions without any deviation and declaration that the firm is not blacklisted by any PSU on date of application.
- b) Copy of proof of deposit of earnest money.
- c). Copy of firm's registration.
- d). Copy of Current Sales Tax Clearance/ VAT Registration.
- e) Proof of deposit of Rs 1000/-towards purchase of tender document or a demand draft/banker's cheque/Pay order of Rs.1000/- in favour of "Kolkata Port Trust" towards tender document fee, if downloaded from website.
- f) Copy of latest EPF deposit or in case, they are exempted under Provident Fund Act, they would furnish necessary documents along with an affidavit affirmed before first class Judicial Magistrate to the effect as per enclosed performa.
- g) Details of firms infrastructure clearly indicating no. of persons in their pay roll, designations, workshop area and equipment available in the workshop.
- h) Documents supporting all eligibility criteria including execution of contracts with the value as shown, Audited Balance Sheet & Profit and Loss account for the last 3 years ending 31.3.2014
- i) Proof of Service tax registration No. and date of registration.
- j) Firms will also require to submit the following information for the payment of bill through ECS.
 - i) Name of the Bank with code No.
 - ii) Name of the branch with MICR code/RTGS (for outsiders).
 - iii) Bank A/c. No. of the contractor,
 - iv) Type of Account (strike out which ever is not applicable) : Saving/Current/Cash Credit.

- k) Firms would require to submit the bar chart for entire items of work under BOQ for the sections participated for.
- l) ESI Registration documents such as –
- i) All intending tenderer shall disclose their Techno-Commercial offer, 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 before a First Class Judicial Magistrate to that effect as per enclosed Proforma.
- iv) In case they are not covered under ESI Act they must additionally indemnify KoPT against all damages and accident occurring to his labour on a Non-Judicial Stamp paper worth of Rs.50/- . The same should be submitted along with the Techno-Commercial Bid as per the enclosed Proforma.
- m) Filled up Form of Tender duly signed and stamped
- n) Signed and stamped copy of G.C.C. on each page.
- o) Signed and stamped of enclosed covering letter.
- p) Original Bank Draft/Bankers Cheque/Pay Order of Rs.51,740/- payable to “Kolkata Port Trust” as Earnest Money Deposit.
- q) Documents related to compliance of relevant acts ordinances etc. according to Cl. No.17.
- r) Copy of Pan Card.

2.5 Cover II of the Tender shall contained the following

1. Bill of quantity duly filled in, strictly as per KoPT Bill of quantity. Deviations, if any, shall not be entertained at time of opening of Price Cover and the bids may be summarily rejected.
2. All writings shall be flawless and entirely free from Errors. Corrections are to be only made by scoring out and initiating the revised figures. No overwriting would be permissible.
3. The Trustees for the Port of Kolkata do not bind themselves to accept the lowest or any tender or part thereof and reserves the right to accept or not to accept any or all the tenders, either in whole or in part, without assigning any reason thereof.
4. The rates quoted in the tender for awarding the contract shall hold good and binding on the Tenderer for a period of 180 days from the scheduled date of opening of Cover -I of the Tender, notwithstanding any increase in the cost of materials and labour or levy or other charges whatsoever and the Tenderer shall not be entitled to claim any increase over the rates quoted by them.
5. A Tender with an escalation will be out rightly rejected.
6. The Trustees reserves 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 the Tenderer or on behalf of the tenderer to any officer, employee or representatives of the Trustees or to any person on his or their behalf in relation to acceptance of the tender.

3. THE TENDERER SHALL DISTINCTLY UNDERSTAND: -

- a) That he will be strictly required to confirm to the general Conditions of Contract and Specification as contained in each of its Clauses.
- b) "Custom Prevailing" will not in any case be admitted as an excuse on his part for infringing of any of the conditions.
- c) That acceptance or non-acceptance of any one of the terms and conditions, herein stated before, shall be clearly mentioned. Non-acceptance and/or non-compliance of any of the above terms and conditions may render the tender liable to rejection.

d) Subcontracting of additional work.

If any additional items of work crops up during repair which is specialized in nature & may require specialized services of outside agencies (preferably OEM) then in such cases subcontracting of work shall be allowed with prior approval of KOPT on the basis of competitive rates as may be applicable, and payment shall be made on the basis of subcontractor's bill plus as 10% overhead charge & profit.

Rates are also require to be filled up for the items of work not to be considered for evaluation in the attached annexure it shall be binding on the qualifying party to accept the lowest quoted rate by any of the party for each of the item under such head and shall be operated upon if required.

4. SCOPE OF WORK: -

The work comprises of gauging as recommended by surveyor, Renewal/repairs of underwater hull plating including quartz blasting and painting of underwater damaged/renewed plate areas upto ship side including all appendages. Sea Suction Gratings, Overboard sea suction and discharge valves, Renewal of anodes, hammer testing of pipes, painting of draft marks, renewal of damage fenders etc etc. However if recommended by surveyor the propeller and rudder work may be required.

Some additional works over BOQ may be required to be carried out as considered necessary apart from works recommended by IRS/MMD surveyor for the purpose of intermediate dry docking of the vessel.

5. Evaluation of Tender

It is proposed to evaluate the tender to the lowest technically acceptable tenderer on the basis of summation of rates for the items of work under BOQ multiplied by evaluated quantities to arrive at evaluated amount .

6. SPECIAL CONDITIONS OF CONTRACT

- a) In the contract & specifications the following words and expressions shall have the following meaning that is to say:

The Contractor - The expression – the Contractor shall mean the Tenderer whose tender shall be accepted by the Trustees and shall include the Tender's legal representative's heirs, successors & assigns, if permitted by the Board / Chairman.

“The Trustees” – the expressions – the trustees means the board of Trustees for the Port of Kolkata, body corporate under section 3 of the Major port trust act, 1963.

Chairman means the Chairman of the Board and includes the person Chairman appointed to act in his place under section 14 & 14 A of the Major Port Trust Act, 1963.

Engineer – The Expression – Engineer shall mean the Director, Marine Department under the Trustees or his authorized representatives & includes his successors in office.

“The Representative” – The Expression – The Representative means any officer or person deputed from time to time by the Trustees to act on their behalf for the purpose of this contract.

“The Vessel “ – The Expression – The Vessel means “ P.V.'MA GANGA”

b) The Contractor shall be deemed to have carefully examined the Vessel, documents and fully understood the condition of the tender, general condition, Technical & Commercial Specification, Drawings, bill of Quantities & Terms of payment, Instruction to Tenderer etc. The information being provided in the Tender Document do not relieve the bidders for carrying out the work to the satisfaction of KoPT and he shall use any and every other method to ensure adequacy of their offer.

c) All the materials required for must be of reputable make, Grade I quality & confirm to Indian standard or other relevant standard approved by the M.M.D / I.R.S. workmanship shall be of required standard and to the entire satisfaction of Engineer or his authorized representatives.

d) Should any alteration or addition to the works specified in specifications, not involving extra cost to the contractors be considered necessary or expedient by either party or by the Trustees and verbally agreed or in writing, the contractor shall execute the same with out any charge beyond the contract price. But if the Trustee shall desire any alterations or addition involving extra cost to the contractors, the contractor before executing the same shall tender to the Trustees a written offer stating the nature and cost of such alterations or additions and the extension of time in writing the contractors shall be bound to execute the work. No extra cost shall be charged by the contractors or if charged shall be paid for by the Trustees except such as may be embraced in such written offer and acceptance. Rebate or refund of such sums as may be mutually agreed upon in writing, representing the value of materials and workmanships that may be dispensed with by reasons of any such addition or alteration.

e) All materials and workmanship used and employed in carrying out this contract shall be to the entire satisfaction of the Trustees. Any portion or portions of the works done under this contract which may be considered by the Trustees to be defective or unsatisfactory or not in accordance with the specification and which they shall rejected & shall be forthwith replaced / reconstructed with fresh materials, as the

case may be, in a manner satisfactory to the Trustees and stated by the Trustees in writing and at the sole risk and expense of the Contractors.

f) The Contractors shall at all times during the progress of the repair Work of vessel, employ sufficient number of skilled workmen and Labour as necessary and proceed with the works hereby agreed to be executed hereinafter referred to as the work in order to secure the due completion of the work within the time limited for that purpose by this contract and shall also at all times during the progress of works upon being required so by the Trustees hasten the rate of progress of repair and completion of the Work in accordance with any such requisition and to the Satisfaction of the Trustees, provided always nothing herein contained nor anything done or omitted to be done by the Trustees in pursuance hereof shall be deemed to release the Contractor's firm or diminish or affect in any way their obligation to complete the Work within the time limited by this contract or their liability in Respect thereof.

g) The Contractor shall provide the representative all facilities for inspecting the materials and workmanship used or intended to be used or employed during the progress of repair work of vessel and shall also provide labour free of charge as may be required from time to time for the purpose of such inspection.

h) Intermediate dry docking of the vessel shall be completed in all respect in accordance with this contract ready after completion of work, referred to as follows: From the date of placement of vessel in dry dock and the dock floor being dry, the entire work to be completed in 18 calendar days (excluding the day of docking, undocking).

Any extension of time to the Contractor if not granted by KoPT, would attract LD clause of this contract.

Vessel will be in dry dock for 15 calendar days and 3(three) days would be allowed for afloat trials/make the vessel ready. Vessel would be taken out of dry dock if the scheduled work including Survey is completed before 15 days.

7. Liquidated Damage

Delays caused beyond the control of the contractor, such delays shall be jointly recorded and signed for which a register will be maintained onboard. Reasons not attributable to the contractor would be such as incessant rains, dry dock flooded with water, power cut, inclement weather condition when painting cannot be done, strike etc Normal KoPT L.D. Clause would be imposed on this contract. ½% per week or part thereof subject to a limit of 10% of the total work value. (Stoppage of work exceeding 1 hr. should be considered ½ day in each pre lunch and post lunch working session in dry dock).

8. In the event of any defect being discovered in any part of the vessel during the period of 06 (six) calendar months from the date of commissioning, arising out of faulty workmanship or inferior material, the Contractor at their own cost shall make good the defects by renewal/repair at Kolkata/Haldia in the shortest time practicable.

The cost of removing any such defective portions and reconditioning them where applicable and of replacing such portions shall be borne by the Contractor. Any delay in carrying out the repairs according to the option of the Trustees would be compensated by the Contractors by extending their guarantee period. In the event of failure of the

Contractor to execute the guarantee repairs to the Trustees satisfaction the Trustees shall be at liberty to have the said guarantee repair completed at their workshop or through other agencies and recovered the cost from the Contractor.

9. In the event of the vessel not being completed for commissioning in accordance with the **clause 6(h)** above, the Trustees shall be at liberty (in such case) to deduct from any sum of money finally due to the Contractor .Provided always that if the representatives certifies in writing that such delay or any portions thereof has arisen in connection with the strike of workmen under Contractors or disputes of workmen or accidental fire or from Act of God or other causes which in the opinion of the representatives were unavoidable and could not be foreseen or overcome by Contractors, then in such cases the Trustees shall have the power to extend the time accordingly, fixed for completion.

10. The Contractor shall be solely responsible for the satisfaction of and shall at all time indemnify the Trustees Officers against any claims or actions arising from accidents or injuries to workmen or other persons or damage to property which may arise during the execution of this contract or from the breach of any law or regulation prior to handing over of the vessel after completion of the job.

11. Contractor shall not sublet this document or any part thereof to any other firm or company without the previous permission of the Trustees in writing. However, subletting, if permitted, shall not exonerate the contractor from his liability under this contract.

12. This contract shall be construed to be effected according to the law for the time being in force in India.

13. Nothing in this presents shall be deemed to or shall impose any personal liability on any of the Trustees or the representative.

14. Any notice or other documents of any discretion under this Contract may be given or sent to the Contractors by leaving the same or sending the same to them by post at their works.

15. Extra & Excess work would be dealt in the following manner.

- (i) Work to be carried out immediately on receipt of order from the Engineer-in-Charge of the vessel or their representative.
- ii) Consent to be taken from the Engineer-in-Charge of the vessel regarding booking of Skilled & Unskilled Labour and to be reasonable for each additional item of work.
- (iii) Detailed break up of Material, Skilled & Unskilled Labour to be submitted to the Engineer-in-Charge for consideration of KoPT immediately on noticing the requirement/surveyor's recommendation for placement of the matter to the Committee to decide the extra cost and time.
- (iv) Daily record of Material & Labour engaged for each additional item of work to be maintained by the Engineer-in Charge . The contractor shall have to furnish details to him for maintaining such record.

16. FORCE MAJEURE

In the event of either party being rendered unable to perform any obligation under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties. The term force majeure employed herein shall mean act of God, war (declared or not), riots, civil commotion, fire, accident, sabotage, natural calamities, plague, quarantine, import or export embargoes, restraints imposed by government or change in govt. Policies subsequent to hire or any happening affecting the performance by either party, it's obligations under this charter which the party can not reasonably prevent or control against.

17. Compliance of relevant Acts, Ordinances etc.

The contractor shall be required to comply with all relevant acts and laws including the Minimum Wages Act, 1948, Employees Liability Act, 138, Industrial Dispute Act, 1947 and the Contract Labour (Regulation & Abolition) Act, 1970 or statutory amendment and the modifications thereof or any other laws relating thereto and the rules made thereunder, from time to time.

It will be the duty of the contractor to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, By-laws, procedures as are lawfully necessary in the execution of the works, The contractor will be fully responsible for any delay, damage, etc. on his part and shall keep KoPT indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any kind, any such Act, Ordinances, Rules, Regulations, By-laws and procedures etc.

The contractor shall indemnify KoPT against payment to be made under or for the observance of the aforesaid Acts, Ordinances, Rules, Regulations, By-laws and procedures, without prejudice to his right to claim indemnity from his Sub-contractors.

The aforesaid Acts, Ordinances, Rules, Regulations, By-laws and procedures shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

18. INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION

18.1 In all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction 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 works 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 binding on all parties to the contract and shall forthwith be given effect to by the Contractor.

18.2 If the Contractor is dissatisfied with any such decision of the Engineer/his representative, he shall within 15 days after receiving notice of such award/ Decision, requires that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.

18.3 If there is still no settlement as mentioned at Clauses – 18.1 & 18.2, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 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 other party 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, 1996, including any amendment thereof.

18.4 Notwithstanding anything contained herein above, Employer also reserve the right to invoke arbitration in all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction 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 works or after the completion and whether before or after the determination, abandonment or breach of the contract etc.

18.5 The place/ jurisdiction of arbitration shall be in Kolkata, West Bengal, India.

18.6 The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the successful Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.

18.7 Pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

18.8 The request for arbitration, the answer to the request, the terms of reference, any written submission, any order and ruling shall be in English language and if oral hearings take place, English shall be the language to be used in the hearing.

18.9 Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

PROVIDED ALWAYS AS FOLLOWS :-

a) 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.

b) 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.

c) Contractor's claim/dispute raised beyond the time limits prescribed in Sub-clauses (a) & (b) herein above, shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.

19. The successful tenderer shall have to abide by all labour Act, Factories Safety. Act, Workmen's Compensation Act, Safety Regulation and allied Rules and Regulations pertaining to their labour. No conveyance or compensation to the tender's labour sustaining injuries in connection with the work shall be given by the Trustees.

20. The successful tenderer have to arrange unarmed Security Forces for Security & security of their men and materials at their own cost against any sort of Pilferage / theft for which KoPT will not be liable.

21. INSTRUCTIONS FOR TENDERER

a) The Tenderer shall examine carefully the condition of Tender, General Conditions of Contract and the Technical & Commercial Specifications. All costs, charges and expenses that may be incurred by the Tenderer in connection with preparation of his Tender shall be borne by him and the Trustees accept no liability whatsoever thereof.

b) The General Conditions of Contract of Kolkata Port shall be applicable wherever relevant. **The GCC may be downloaded from KoPT website, "Homepage → Rule and Regulations → Non Service Regulations"**

c) The tender and correspondences accompanying the tender shall be submitted in duplicate.

d) The Tenderer in the tender shall make no alteration and the tender must be in accordance with the specification.

e) Should there be any doubt or ambiguity as to the meaning of any part of the Tender Document or if any further information is required, the Tenderer must address his enquiry in the pre bid techno commercial discussion.

f) The Contract shall be governed by the Indian Contract Act, and all payments due to the Contractor under the Contract, shall be made in India in Rupee Currency.

g) Tenders not accompanied with original Demand draft / Banker's cheque / Pay order for EMD are liable for rejection.

h) The Tenderer must inspect the vessel at Kolkata / Haldia thoroughly prior to submission of the Cover I & Cover II of the Tender.

22. TECHNICAL SPECIFICATION:

22.1 Quality & Workmanship :

22.2 The work is to be carried out with best quality materials and with highest degree of workmanship to the entire satisfaction of M.M.D. Surveyors & KoPT's Representative.

22.3 All steel material to be of I.S. 2062 Grade 'A'/Grade 'B' with proper test certificates. Generally all hull plating bulkhead plating upto main deck and main deck plating shall be IS 2062 Grade 'B' and all other plates and sections shall be no less than IS 2062 Grade 'A' quality / Equivalent. In the event there is no supporting test certificate or the surveyor is not sure of the quality, the tenderer would be required to send random sample pieces to M.M.D's authorized Test. Houses for testing at the Tenderer expense.

22.3.1 Welding :

22.3.2 All welding to be carried out in an approved manner and as per code of practice of relevant Indian standard Specification (Latest Revision)

22.3.3 All welding are to be carried out by certified welders. Certificates of welders to be produced to KoPT representatives or Surveyors as and when asked to do so by them.

22.3.4 All butt welds shall have full penetration and wherever possible shall be welded from both sides.

22.3.5 All weld joints in hull, deck, tank top plating and wherever required at other places shall be watertight.

22.3.6 In case of any doubt, welding, as may be recommended by the M.M.D. Surveyors/KoPT's Representatives, shall be subjected to non-destructive testing e.g. Radiography, D.P. Test etc. and the entire cost of such testing shall have to be borne by the tenderer. Rectification of defects as may be recommended by the M.M.D/I.R.S. Surveyors subsequent to such testing shall have to be done by the Tenderer, free of cost.

22.4 Electrodes :

Electrodes to be used for welding shall be of approved variety/brand of Statutory Authority.

22.5 Shaping of plates & Sections :

While renewing plates and sections which require shaping/forming, shaping and forming of new plates/sections to the true profile/contour are to be done in the tenderer fabrication yard prior to fitting those on board, to the extent possible.

22.6 Thickness of the plates & sections :

The Tenderers must ensure themselves of the thickness of the plates & Sections to be renewed from the relevant as fitted drawings, available on board. Renewals are to be carried out with the original thickness of plates and Sections in case of non availability the matter to be brought to the notice of the engineer of the contract and approved next higher sections to prevent the delay in work. However the proof of non availability of specific sections needs to be submitted to the engineer of the contract. No dispute in this regard will be entertained.

22.7 Length & Width of the Plates :

Unless otherwise approved/recommended, the length & width of the new plates shall be not less than the respective existing ones to the extent possible which required renewal.

22.8 Size of the rolled Section :

Unless otherwise approved/recommended the existing rolled sections requiring renewal shall be replaced with respective same size of rolled sections.

22.9 Replacement of all timbers if not otherwise specified, shall be done with good quality Sal Wood.

22.10 Staging :

Staging of adequate strength and area, together with reasonable access thereto as per safety regulations shall be provided by Tenderers to facilitate the work of repair/renewal painting and inspection.

22.11 Hose Testing :

All welded joints, butts to be tested with water hose having adequate pressure for ascertaining water tightness and shown to Surveyor, if required. Necessary Hose, Hose coupling, Nozzle for undertaking hose testing will be provided by KoPT from the vessel. Necessary arrangements for testing have to be done by the Tenderers & all other costs to be borne by the tenderer.

22.12 Quartz blasting /Chipping/ Scraping/ cleaning / Painting :

22.12.1 Quartz blasting Chipping, Scraping, Cleaning & painting work as specified for the vessel has to be carried out by the tenderer and accordingly it has been included in the Bill of Quantities. Paint to be supplied by the contractor.

22.12.2 All paints should conform to their latest respective Indian Standard Specification, shall be supplied in sealed containers showing their Batch Nos. Date of Manufacture and other details and shall be obtained from reputed manufacture for epoxy based paints, to be used for underwater / shipside to be of AKZONOBEL/SIGMA or JOTUN or makes which are used internationally for merchant shipping.

22.12.3 Epoxy based paints will have to be applied with airless jet spray system.

22.13 Rectification of defects.

The Tenderers will be bound to rectify the defects in material and workmanship detected at any stage of inspection and even after final inspection. Such rectification will have to be done in a manner approved by M.M.D/I.R.S Surveyor/KoPT representative at no extra cost to the Trustees. No extension of completion time will be granted on account of such rectification work.

22.14 **(a) Security Deposit:**

Successful tenderer will submit Security Deposit for a sum equivalent to 10% of the total evaluated amount furnished in Bill of Quantities as accepted by KoPT, in Demand Draft or in the form of Bank Guarantee as per enclosed format in favour of "Kolkata Port Trust" from a Nationalised/Scheduled Indian Bank with Branch at Kolkata through Marine Department.

Otherwise Security Deposit will be deducted @ 10% from each progressive bill as submitted by the contractor and will be retained till successful completion of guarantee period and the Earnest Money Deposit of the successful tenderer would be refunded without interest after deduction of 10% from the final bill.

Security Deposit of the successful tenderer will be released within 30 days after completion of the guarantee period.

(b) All payments due to the contractor under the contract shall be made in Rupee Currency through ECS. No foreign exchange is payable on this contract. All payments like refund of Earnest Money, Security Deposit and all bill of contractor will be paid through ECS. For this purpose, following details are to be furnished by the contractor while rising the first bill:-

- a) Name of the bank with Code No. :
- b) Name of the Branch with Code No. :
- c) Bank account No. :
- d) Type of account (Strike out whichever is not applicable) : Saving/Current/Cash Credit
- e) MICR No. :

The account shall have to be with a bank within the ECS Zone prescribed by the RBI.

22.15 Time of completion

Total underwater work is required to be completed by 15 (fifteen) days in dry dock from the date, the vessel is placed in dry dock, another 3 (three) days will be permitted under afloat condition.

In event of increase in work in dry dock/under afloat condition the firms would be allowed additional time at the discretion of Engineer of the contract. Failing which LD would be applicable.

It is to be clearly understood that additional work upto a value of 15% of the evaluated amount other than supply of material may have to be executed within the above stated time frame except for the works that are identified later and may not have enough time for execution within stipulated time for which additional time would be permitted.

In the event it becomes essential that the vessel has to sail for any emergency and the entire work is not complete, KoPT will be at liberty to sail the vessel and allow the balance work to be carried out later. In those cases the days vessel is not available to the repairer will be recorded and will not be counted towards LD.

23. All bidders to note for execution of work following steps are required to be taken so that KoPT can avail the CENVAT CREDIT, wherever applicable.

i) Spare parts which is to be procured from OEM/authorised dealers the contractor will ensure invoices are drawn in the name of the contractor however it should be marked account Kolkata Port Trust with ship name and address of the vessel as per Cenvat credit rules & regulations. KoPT would provide the service tax Reg. No. for availing cenvat credit.

ii) As far as possible all other materials to be procured from first/2nd stage dealer and maintained the above formalities to the extent possible so that KoPT can avail the Cenvat Credit but it shall not be mandatory.

24. COMMERCIAL SPECIFICATION

The Tenderers are requested to take prior information of availability of vessel at Haldia/Kolkata and inspect the vessel thoroughly in order to assess the volume of work and to quote their prices against each item of work bill of quantities. Wherever lump sum value has been asked for any item of job in Bill of quantity, the tenderer shall quote strictly lump sum rates for the entire job in that item. Wherever the unit rates have been asked for the tenderer shall quote the unit price. The quantities shown against such item is for evaluation purpose. Payment will be made as per actual quantity duly certified. No dispute in this regard at a later stage will be entertained.

24.1 Electric power at berth / dry dock will be supplied free of cost to the tenderer by KoPT to the extent available.

24.2 Fresh water at berth / dry-dock will be supplied free of cost by KoPT from nearby hydrants.

24.3 Dry-dock crane and floating crane facility in berth / dry-dock, will be supplied by KoPT to the extent available free of cost to the successful tenderer on submission of their Written requirements/bookings atleast 24 hrs. in advance on any working day.

24.4 Dry-dock and afloat berth shall be provided by KoPT free of cost to carry out repairs. In case of requirement of re-dry docking of the vessel within the guarantee period due to fault on the part of the contractor in carrying out the repairs of the vessel, all charges for rectification of the defects including docking/undocking of dry dock charges, crane facility, etc. shall be payable by the contractor.

24.5 The Tenderers would be required to arrange for their own security of their equipments etc. during working period.

24.6 In case of any damage to KoPT property due to fire, theft, bad workmanship or otherwise, the tenderer would be required to rectify/repair the same at their own expense to the entire satisfaction of KoPT.

24.7 All scrap materials arising out of the repairs would be required to be delivered to Trustee' Sales Yard/Island W/S Scrap Yard free of cost by the successful tenderer for their respective areas of work. Some engine and machinery spares, fittings and fixtures and equipment would be required to be delivered free of cost to Trustees' Yard or deposited with the Commander/Chief Engineer of the Vessel as per directive of the Commander/Chief Engineer of the Vessel.

24.8 At all stages inspection facilities for the M.M.D/I.R.S. Surveyors and KoPT's representatives at site and at the Tenderers' Workshop and at their suppliers' godown/stores etc. shall be arranged by the Tenderers, free of cost.

24.9 The contractor shall book the M.M.D./IRS Surveyors according to the requirement, cost of the work and Surveyor's fees would paid by KoPT, the successful tenderer shall be required to extend all facilities in this regard including transport for surveyor.

24.10 The Tenderers are requested to inspect the vessel thoroughly at HDC/Kolkata in order to quote their prices against each items of work under the Bill of Quantities both for unit rates L.S. rates. No dispute in this regard at a later stage will be entertained should there be any observation. Deviation, if any shall not be entertained at the time of opening of price cover.

24.11 In the entire specification all steel renewal as applicable will be paid extra if not mentioned in Bill of Quantities at the renewal rate irrespective of whether it is unit rate or L.S. item.

24.12 Unless otherwise specified, in the entire specifications in all items of work whether unit rate or lump sum rate, all Washers Studs, G.I. Bolts & Nuts, Screw and other fasteners, joints, split pins, jointing & compounds will be also treated as consumables and cost of renewals of those as necessary/required shall be taken in account by the tenderer while quoting such rates/L.S. rates against respective items of work. Cost of good will be paid as in the case of bought out items at actual cost plus 10% handling & transportation charges. (OEM Gaskets and Rings for specific machineries shall be treated as spares and will be paid extra) except where specifically mentioned and rates are available for the items of work not to be considered for evolution.

24.13 In the entire specifications, unless otherwise specified, in all L.S. rates items of work wherever repair/attending to steel work, e.g. foundations, structures, fixtures etc. have been asked for or necessary, such 'repair' will cover, within the quoted price, local fairing of part/parts of such structure, mending and welding of cracks, buildings up and grinding of part/parts etc. all in an approved manner and as recommended. However, steel renewal if any other than the consumables as specified in all above will be paid extra at steel renewal rate under provisions of item 24.11 above.

24.14 Renewal of all M.S. & G.I. pipes will be paid on pro-rata basis, based on lump sum rates while quoting the costs for nut bolts washers joints gasket compound etc should be taken as same will not be paid extra old flanges will have to be used.

24.15 Unless otherwise specified renewal of all items of materials in L.S. rates or unit rates such as spares, pumps, valves, pipe line fittings, fender bolts, engine/machinery spares, pipes, under water fittings, casting/machinery of parts/and such items not specifically mentioned in the bill of quantities/terms and conditions and which can not be foreseen prior to undertaking of the job and or depend upon the surveyors, recommendation, would be paid as bought out items. Handling and transportation charges @ 10% on the basic price of such materials would be paid extra for fittings of such materials on the vessel. In each of the above cases the tenderer will have to produce original purchase documents. i.e. receipts / Challan / invoices, duly certified. Such purchase should be made from OEM or their authorized dealers when ever applicable. In rare event of non availability of OEM non critical spare parts same may be replaced by non OEM spares, with the prior consent of the Engineer of the contract. For supply of Non-OEM parts, three quotations will be necessary if the cost exceeds Rs. 15000/-.

24.16. Unless otherwise specified all timber renewals will be paid at timber renewal rate.

24.17 It may be so required that certain plant and machinery, equipment furniture fixtures, paneling may be required to be removed and fitted back in order to attend to adjacent repairs such as steel renewal etc. required to be carried out under the B.O.Q of the tender. In such events, mutually agreed upon rates depending upon the size and involvement would be operated upon and the work would be treated as additional work.

It is for this purpose for undertaking all such unforeseen items of work which may crop up during working, all tenderers are to indicate their skilled and unskilled labour rates under the Bill of Quantities of the tender. For all such additional work, detailed out break up indicating labour, material etc. is to be submitted for consideration of KoPT.

24.18 In the event of default by the contractor or slow progress of repair by the contractor, KoPT reserves the right to get such work done by any firm by invoking risk purchase at the cost and time of the contractor. The extra cost and the extra expenditure incurred by KoPT on this account shall have to be borne by the contractor.

25. Repair Time:

The entire work will be required to be completed within 18 calendar days as stated in item No 6 (h) under Special Conditions of Contract.

26. For any days or part thereof loss in working due to unforeseen reasons, leading to delay in completion of the repairs, the same would be required to be noted jointly with KoPT's representatives the Log Book to be maintained on board the vessel.

27. KoPT's standard Force Majeure Clause will be applicable.

Guarantee:

28. All works to be guaranteed for a period of 06 months from the date of commissioning of the vessel against bad materials and faulty workmanship. Guarantee repairs will have to be carried out at Haldia/Kolkata at the Tenderers Cost. If any equipment/machine is put into use prior to commissioning of the vessel then guarantee shall be operated from the date such equipment/machine is put in use. In case if it is required to place the vessel in Dry Dock for carrying out such repair job, charge of Dry Dock would be imposed upon the contractor.

29. It will be Tenderers' responsibility to obtain approval of M.M.D/I.R.S. Surveyors / KoPT's representative prior to use of any material/bought out items in the vessel. It shall also be the responsibility of the tenderer to establish quality/grade and size of the material being used in the vessel and co-relate the same with purchase document produced. KoPT, however, reserve the right to reject any material found to be of inferior quality/not conforming to the specification at any stage of repair.

30. The rates quoted in the tender shall hold good and be binding on the Tenderer for a period of 180 days from the date of opening of cover-I, notwithstanding any increase in the cost of materials and labour or levy or other charges whatsoever and the tenderer shall not be entitled to claim any increase over the rates quoted by them.

31. Should there be any divergence of views, the decision of the Director (Marine) / his Representative would be considered as final.

32. For special additional items of work, sub-contracting may only be allowed with prior permission including approval of rates from KoPT and payment will be made at Subcontractor's Bill + 10% as profit.

33. All bought out items are to be purchased, Re-imburement of cost will however, be made on production of bills along with purchase documents at actual cost of the material including taxes and duties as applicable, 10% handling transportation charges on the basic cost of material.

34. Taxes & duties as applicable will be paid extra at actual only on bought out materials.

35. Service Tax as applicable would be payable extra by KoPT subject to submission of documentary evidence of such deposit to appropriate authority. . However, as KoPT is not a Registered Body Corporate, it is not liable to pay Service Tax under "Reverse Charge" mechanism.

36. Any additional taxes/levies if imposed by any statutory body after the date of pre bid techno commercial discussion would also be reimbursed by KoPT subject to submission of documentary evidence of such deposit to appropriate authority.

37. Any item under BOQ may be deleted if considered not necessary by the engineer of the contract.

38. Free gate passes would be provided by KoPT for the workers of the successful bidders for which necessary letters will be issued by the SNC Office but the necessary formalities shall be the responsibility of the contractor.

39. It shall be responsibility of the contractor to have the antecedents of their employees' verified prior allowing entry to the port area.

40. The work has to continue round the clock, on all days including Sundays/Holidays to ensure completion of work within the stipulated repair time given hereinafter.

41. All contractor workers to use safety gear such as safety shoes, helmets etc. without which they would not be allowed to work on board/ in dry dock.

42. All brought out items to be purchased as far as possible from the firms having VAT registration and each bill for such purchase must display the VAT Regn. No. as well as the amount of VAT charged specifically. In absence of VAT Regn. No. and charges, KoPT is not bound to honour the bill.

43. It shall be the responsibility of the contractor to clean the dry dock floor of all materials, as well as walkways on top. If not done prior undocking of the vessel, KoPT reserves the right to arrange for cleaning and deduct the charges from the contractor without any reference to the contractor.

44. Risk Purchase/Termination of contract.

Without being liable for any compensation to the contractor, the Trustee may in their absolute discretion, terminate the contract after giving him a minimum seven days notice in writing 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.

- a) The contractor has abandoned the contract.
- b). In the option of the engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of contractor lapses.
- c). The contractor has failed to commence the work or has without any lawful excuse under this conditions, has kept the work suspended for at least fifteen days despite receiving the Engineers or his representative written notice to proceed with the work.
- d). 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 or repeatedly failing in tests and trials.
- e). Any bribe commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representatives of the Trustees' or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
- f). The Contractor is adjudged insolvent or enters into composition with his creditors or been a company goes into liquidation either compulsorily or voluntarily.

46. TERMS OF PAYMENT

Progressive payment would be made within 45 days of submission of clear bill, in triplicate, to be submitted with items of work and quantities of work completed supported with all necessary documents like work done certificate, challans, bills etc. In order to process payment smoothly separate bills should be raised for bought out items & BOQ items of work. Respective BOQ items should be clearly indicated against the bought out items.

The contractor shall have to submit quantum of item-wise work done on completion of every seven days from the date of commencement of work for the purpose of issuance of work done certificate by KoPT.

It is to be noted, in event the repair work is not completed in time, for official formalities for application of LD for the delayed period would take considerable time and final payments would be delayed accordingly.

46.1 For Structural Work

- i) 50% on removal of steel plates/structural members to be cropped renewed/faired after gauging & on fitting of steel plates/structural members in place and tack welding the same.
- ii) 20% on completion of all welding and inspection by Surveyor.
- iii) 20% on completion of work in all respect.
- iv) 10% on final survey by the surveyor and commissioning of the vessel.

46.2 For all Tank Work

- i) 20% on opening and cleaning of tanks and presentation to the surveyor for initial inspection.
- ii) 70% on completion of all work in the tank in all respect.
- iii) 10% on final survey and commissioning of the vessel.

46.3 For Surface Preparation & Painting

- i) 20% after completion of Surface Preparation of the area as in Bill of Quantities.
- ii) Progressive payment against purchase of paints, 80% value of the suppliers' invoices/receipts up to a ceiling of 40% value of the total contract price of chipping, painting item of Bill of Quantities upon availability of above paints on board.
- iii) Balance minus 10% on completion of final painting.
- iv) 10% after final survey and commissioning of the vessel.

46.4 Engine & Machinery/deck machinery:

- i) 25% on dismantling of any machine, pump, valve, motor, starter, shaft, rudder, propeller, blower etc. under any particular item of the Bill of Quantities of the Tender and open survey by the Surveyor/KoPT representative for item not for survey.
- ii) 50% on boxing up of the machinery.
- iii) 15% on satisfactory trial of the machinery.
- iv) 10% on commissioning of the vessel.

47. Special note w.r.t. excess and extra work :-

All participating firms to note that the modus operandi w.r.t. excess and extra work for timely completion of repair work.

48. Excess & Extra Work

- a) The work of ship repairing is complex in nature and since the work has to be executed in a time bound manner, the Engineer of the contract or his representative, in all cases, shall issue the work order for all 'Excess & extra work' as may be required or recommended by statutory authorities, so that the work continues without any hindrance.

- b) Consent to be taken from the Engineer-in-Charge of the vessel regarding booking of Skilled & Unskilled Labour and to be reasonable for each additional item of work.
- c) Detailed break up of Material, Skilled & Unskilled Labour to be submitted to the Engineer-in Charge for consideration of KoPT immediately on noticing the requirement/surveyor's recommendation for placement of the matter to the committee to decide the extra cost and time.
- d) As regards certification against 'excess work', there should not be any difficulty as the rates are already available in the BOQ except that the revised value of the work (estimate) will have to be formalized through post facto administrative approval on completion of all repairs.
- e) For undertaking any item of 'excess work' up to a limit of $\pm 15\%$, the contractor shall be paid at his quoted rate but the rate will be negotiable if the quantum of this particular work exceeds the above limit.
- f) A committee comprising of suitable representatives from Marine and Finance and one representative out of CME/CMM, as the case may be, would be set up in advance for evaluation and certification of 'extra work', for each repair. The committee would meet on fixed days twice a week on board the vessel and give clear decision w.r.t. cost and time for extra work. The committee members from non-operational departments may undertake periodical inspection of the vessel to familiarize themselves with the nitty-gritty of the works involved.
- g) Where payment is to be made against OEM spares, the payment will be certified by the committee on the basis of original bills produced by the contractor from the authorized OEM spares supplier.
- h) As regards payment against Non-OEM spares/items of work up to a ceiling of **Rs. 15000/-** for each item, the committee may certify the 'reasonableness' of the cost on the basis of single quotation produced by the contractor from any suppliers or shop having a registration number.
- i) For payment against Non-OEM spares/items of work above **Rs. 15000/-** for each item, the committee may certify the 'reasonableness' of the cost on the basis of at least three quotations produced by the contractor from the suppliers or shops having appropriate registration numbers.

NOTE: Special Condition of Contract will override the G.C.C. The terms and conditions not mentioned in the tender document shall be governed by the General Conditions of Contract.

49. List of enclosed format.

- a) Form of Tender.
- b) Form of G.C. - 1
- c) Form of G.C - 2
- d) Form of G.C. – 3
- e) Format of Affidavit for ESI Exemption.
- f) Indemnity Bond.
- g) Covering letter.
- h) Format of Affidavit for P.F.Exemption.
- i) Performance of Bank Guarantee.
- j) Bill of Quantities.

FORM OF TENDER

The Director, Marine Department
15, Strand Road,
Kolkata-700 001.

Dear Sir,

I/We

Messer

of

_____ having read and fully understood the specification, Terms Conditions of Contract and Bill of Quantities and having inspected the vessel hereby tender for Intermediate Dry Dock Work of P.V."MA GANGA" of the Trustees for the Port of Kolkata in accordance with and as set forth in Conditions of Contract and Technical Specifications.

The quotation has been submitted in Cover I and Cover II as stipulated in Condition of Tender.

I/We also agree to undertake the work for Intermediate Dry Dock Work of P.V."MA GANGA" in accordance with Technical & Commercial specification, Bill of Quantities, Conditions of Tender and General conditions of contract, with the acceptance thereof in writing or on behalf of the Trustees shall be the contract.

And agree to complete the work in all respects in accordance with Specification and the P.V. "MA GANGA" will be handed over to KoPT after intermediate dry dock survey within 18 calender days (excluding docking, undocking) from the date of making the vessel available with dry floor in dry dock.

I/We further agree that the period for which the tender shall remain open for acceptance shall not be less than 180 days from the date of opening of Cover-I and in default of our so doing, the Earnest Money deposited by us shall be liable to forfeiture at the option of the competent authority.

I/We agree that you are not bound to accept the lowest or any tender you may receive and that you reserve the right to accept any offer either as a whole or in parts and that the Trustees are not bound to give any reasons for their decision.

Yours faithfully,

Signature of Tenderer.

Witness :

Signature :

N a m e :

A d d r e s s :

Occupation :

Date :

Note : All blank spaces to be filled in By the Tenderer and to submit along with tender.

KOLKATA PORT TRUST**FORM G.C. 1**

Contractor :

Address :

Date of completion

Dear Sir/s,

This is to certify that the following works viz :

Name of work

.....

.....

.....

Work Order No. Dt.....

Location :

Which was carried out by you is in the opinion of the undersigned complete in very respect on the of200.... In accordance with the terms of the Contract and you are require to maintaining the work in accordance with Clause of the General Conditions of Contract and under the provisions of the Contract for a period of Days/weeks/months/years.

From the Day of200

To the Day of200

Signature
 (Engineer/Engineer's representative).
 Name
 Designation.....

OFFICE SEAL

CC : The Director, Marine Department,

CC : The F.A. & C.A.O.

KOLKATA PORT TRUST
FORM G.C. 2

The F.A. & C.A.O.

CERTIFICATE OF FINAL COMPLETION

This is to certify that the following works viz.

Name of work

.....

Work Order No. dt.

.....

Sanction Ref :-

.....

Which was carried out by Messer

.....

.....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 Director, Marine Department,
Kolkata Port Trust
15, Strand Road,
Kolkata-700 001.

(Attn.

:.....)

(Address, the Trustees' Official, mentioned in the work Order
and under who the contract was executed).

Dear Sir,

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

Name of work :

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

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

.....

.....

.....

(OFFICE SEAL OF THE CONTRACTOR)

ANNEXURE-IV
FORMAT OF AFFIDAVIT FOR ESI EXEMPTION
On the Rupees Ten Non judicial stamp paper

BEFORE THE 1ST CLASS MAJISTRATE AT
AFFIDAVIT

I..... son ofaged about year, by faith
.....,by occupation Residing at, do hereby solemnly
affirm and declare as follows:-

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.)

That my aforesaid firm is exempted from E.S.I. Act and the said firm has no valid E.S.I.
registration.

That the present affidavit is to be filed before the Kolkata Port Trust as per the clause
No.....of the tender No..... issued by 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.

Identified by me.

DEPONENT

(Annexure-V)
INDEMNITY BOND

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 Marine Department, Kolkata Port Trust (A statutory Body under MPT Act, 1963).

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 Marine Department, Kolkata Port Trust against all damages and accidents to the labourer tenderer/contractor.

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 and /or claimed by the Kolkata Port Trust during the execution of the work stated in the NIT No. of

AND the contractor hereunder agree 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 WITNESSETH WHEREOF I,, the Partner/Proprietor/Director hereto set and seal this the day of in the year at

Sureties:

Signature of the Indemnifier

Name :

Signature :

Address :

b) Name :

Signature :

Address :

Witnesses

Name :

Signature :

Address :

Annexure- VI

Covering Letter

Ref.No.

Dated:

**The Director, Marine Department,
Kolkata Port Trust,
15, Strand Road,
Kolkata-700 001.**

Dear Sir,

1. We,.....(Name of Tenderer) having examined the Tender Document and understood its contents, hereby submit our Tender for “Intermediate Dry Dock Work Of P.V.Ma Ganga.” (Tender No. **MRN/NC/321/INTERMEDIATE SURVEY REPAIR/2015**).
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:

Annexure- VII**FORMAT OF AFFIDAVIT FOR PROVIDENT FUND EXEMPTION ON THE RUPEES TEN
NON-JUDICIAL STAMP PAPER**BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT**AFFIDAVIT**

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

1. THAT I am the Proprietor/Partner/Director.....having office at
and carrying on business on the same 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 Provident Fund Act and the said Firm has no valid Provident Fund Registration.
3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the clause no..... of the Tender vide 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.

Identified by:.....

Deponent

ANNEXURE-VIII
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 scheduled 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 of Kolkata, a Body Corporate, duly constituted under the Major Port Trust Act, 1963, (Act 38 of 1963), having agreed to exempt.....

...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/L.O.I) in terms of the Work Order/L.O.I No.....dated(hereinafter referred to as the said Contract), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of Bank Guarantee for Rs.....(Rupees.....)

we,Bank.....Branch, do on the advise of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees.....)

we.....Bank.....Branch, further agree that if a written demand is made by the Trustees through any of its official for honouring the Bank Guarantee constituted by these payments. We,.....Bank.....Branch, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payees Banker's Cheque drawn in favour of "Kolkata Port Trust" without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us..... (Name of Bank).....

.....Branch, to decline to honour the Bank Guarantee in the manner aforesaid. The very fast that we Bank.....Branch, decline

or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference whatsoever to the contractor.

WeBank.....Branch, further agree that a mere demand by the Trustees at any time and in the manner aforesaid is sufficient for us.....Bank.....

Branch, 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.....Bank.....Branch, to decline or fail neglect to make payment to the Trustees in the manner and within the time aforesaid.

We..... Bank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions 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 upto and inclusive ofday of2014 and subject also 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 upto.....or any extension thereof made by us.....Bank.....

Branch, 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.

We.....Bank.....Branch, further agree that, 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 to extend the time for full performance of the said contract including fulfilling all obligations under 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.....Bank.....Branch shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any forbearance act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter of thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving us.....Bank.....Branch.

We,.....Bank.....
Branch, lastly undertake not to revoke this Bank Guarantee during its currency
except with the previous consent of the Trustees in writing.

SIGNATURE.....

NAME.....

DESIGNATION.....

(only constituted attorney for and on behalf
of)

BANK.....

BRANCH.....

(OFFICIAL SEAL OF THE BANK)

Intermediate Dry Docking of P.V. Ma-Ganga
Bill of Quantity for P.V. Ma Ganga

Ma Ganga – Year of Built – 2008, L.Overall – 50.62 Mtrs., Breadth Moulded – 11.5 Mtrs., G.R.T. – 932, Draft – 3 Mtr., Main Engine – Cummins – KTA 19 M3, BHP – 600 x 2, RPM. – 1800, No. of Cylinder -06, Generator – Cummins – NTA-855 MG – BC, BHP – 306, RPM – 1500, No. of Cylinder -06

The repairer is bound to submit the repair procedure for any of the BOQ job to be executed, if asked for by the KoPT representative /statutory body and the repair is to be executed as per the procedure approved by the competent authority.

The repairer is to submit BAR chart for total Dry Dock and afloat repair to be undertaken.

Note: Any item under BOQ may be deleted if considered not necessary by the Engineer of the contract.(Clause 38 of NIT)

Sl. No.	Description	Evaluation Criteria		Total
1	USG to be completed within 7 days	1000 points	Rate per point	
2	Contractor would be required to clean the shipside outside surfaces by high pressure water jet for inspection by IRS/MMD surveyor for renewal of Hull plate	L.S	L.S	
3	Blasting/Painting only in Renewed areas of outside hull including appendages, to be thoroughly quartz blasted again to SA 2.5 standards & then painted as per KoPT paint schedule given in Bid Document. (Epoxy based paint from M/s. Akzonobel, Sigma or Jotun. Painting to be done with airless spray paint under supervision of paint manufacturer and certification before each coat by representative of the Paint manufacturer.) Paint to be supplied by the Contractor.	100 Sq mtr.	Per Sq. mtr.	
4	Rate for renewal of finished per M/Ton of steel work which would include hull plates angle frame, girder, beam, in Tanks , sea suction chest, tank top plates Bulkheads, Bulwark, plate, Bulwark, hold hatch cover etc. etc. Including Staging, material and labour for finished material.	05 M.T.	Per M.T.	
5	Rate per Kg. of fitting of doublers with M.S. plate in way of hull plates of all curvatures, deck plates, strong back, casing plates in way of cabins, bathroom, galley etc. at all heights and locations of the vessels in an approved manner with all labour, consumables and all allied materials including steel after preparation of all areas in way and erection of staging as required for the work and as recommended by Surveyor/ KoPT's representative.	200 Kg	Per Kg.	

6	All draft marking including Ships Name/Kolkata Port Trust	L.S	L.S.	
7	Anodes on hull, sea chests etc. 300 m. x 75 m. x 65m to renew	28	Per anode	
8.	Rate per running meter of steel welding	30 Mtrs.	Per Meter	
9.	Various water tight fittings rubber packing to renew	100 meter	Per Meter	
10.	a)Fore Peak space to clean b)4 nos fresh water tank 60.3 m3 capacity each to be cleaned and cement washed c) Fwd ballast water tank of 78.4 m3 each (P&S) to be cleaned and painted. d) Aft ballast watetr tank of 6.8 m3 each (P&S) to be cleaned and painted. e) Engine room ballast water tank for 37.99 m3 each (P&S) to be cleaned and painted. All gasket of manhole cover to be renewed. f) chain lockers space to be cleaned (2 Nos)	1 no 4 nos 2 nos 2 nos 2 nos 2 nos	L.S. per tank L.S. per tank L.S. per tank L.S. per tank L.S. per tank L.S. per tank	
11.	All tank air vents/sounding pipes on deck to check defects rectified/surveyed	L.S	L.S	
12.	The following valves to be overhauled and pressure tested: a) 150 NB – 2 nos (main sea chest) b) 125 NB – 2 nos (Strom) c) 80 NB – 2 nos (Strom) d) 65 NB – 3 nos (AC cooling overboard discharged valve) e) 80 NB – 2 nos(Suction bushes for fire / G.S.Pump)	L.S	L.S	
13.	Rudder to remove/survey/recommendation to follow/fitted back	02	L.S/ Unit	
14.	Propeller and propeller shaft (P&S) to be dismantled/surveyor's recommendation to follow/boxed back	02	L.S/ Unit	
Grand total:				
Painting Schedule:				
i)_ Hull exterior under water portion including all appendages upto to load water line & inside of sea chest area (all paints should be epoxy based): Primer - 100 mic. each coat - 1 Anti corrosive coat -75 mic. each coat - 1 Tie coat - 75 mic. each coat - 1 Anti fouling coat -75 mic. each coat - 2				

	<p>ii) Hull exterior from top edge of load water line to top of bull work inside and outside (all paints should be epoxy based):</p> <p>Primer coats - 100 mic. each coat - 1 Finish paint - 50 mic. each coat - 2</p> <p>iii) All exposed decks including top side: Primer coat -100 mic. each coat - 1 Finish paint coats-50 mic. each coat - 2</p> <p>iv) Super structures : Primer coat -100 mic. each coat - 1 Finish paint coat -50 mic. each coat - 2</p> <p>v) Engine Room/steering compartment</p> <p>a) Flat bottom to underside of Platform plates including all structural members, except tanks: Primer (oil resisting paint) - 2 coats</p> <p>b) Above platform plate up to inside of Engine Room casing, funnels etc. to be soap washed and painted on dry surface. 1 coat of finished paint of existing colour to apply - 1 coat</p> <p>c) Piping System : Entire piping systems in the vessels. Zinc chromate primer - 1 coat Synthetic Enamel paint - 1 coat (All pipelines to be identified by different colour codes as per Shipbuilding practice)</p> <p>vi) All machinery's pumps, motors etc: Synthetic Enamel paint after soap wash (existing colour) - 1 coat</p> <p>a) Hull interior void space/cofferdam, forepeak tank, ballast tank, below deck store etc: Primer - 2 coats</p> <p>b) Rest of the exposed steel Zinc chromate primer - 1 coat Synthetic enamel paint - 1 coat (existing colour)</p> <p>c) Chain Lockers: Black Bit mastic Paint - 2 coats</p>
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	<p>vii) Seats of Deck machinery's and auxiliary machinery's (E. Room)/steering compartment.</p> <p>Zinc Chromate primer - 1 coat</p> <p>Synthetic Enamel (light Grey) - 2 coats</p> <p>viii) Anchors and anchor chain:</p> <p>Bituminous paint - 2 coats</p> <p>ix)) Deck fitting – Machineries, Bollards, Samson Posts etc.</p> <p>Zinc chromate primer - 1 coat</p> <p>Synthetic enamel (Black) - 2 coats</p> <p>x) Ballast Tank:</p> <p>Epoxy primer - 2 coats</p>
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