

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam



**COCHIN PORT TRUST**

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**TENDER DOCUMENT**

**FOR**

**DRY DOCKING AND ALLIED REPAIRS OF TUG VALLARPADAM  
(TECHNICAL BID)**

**(E-Tendering Mode)**

**Website: [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT)**

**e-Tender No. MD/HM/TUG VALLARPADAM DD / 2022**

**OFFICE OF THE DEPUTY CONSERVATOR,  
COCHIN PORT TRUST,  
COCHIN- 682 009.**

**Cost of Tender Document: Rs. 5,600/- (5,000 + 12% GST)**

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
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**COCHIN PORT TRUST**

**MARINE DEPARTMENT**

Tender No. MD/HM/TUG VALLARPADAM DD / 2022  
Tender for “Dry docking and allied repairs of Tug Vallarpadam”

**CONTENTS**

<b>SECTIONS</b>		<b>DESCRIPTION</b>	<b>PAGE NO.</b>
Section - I.	1	Notice Inviting Tender	3
	2	Instructions to Bidders	11
	3	Schedule-I - List of documents to be submitted by the tenderer	29
	4	Annexures (1 to16)	31
Section - II	1	General Conditions of Contract: Parts A - G	61
Section III	1	Special Conditions of Contract	62
Section - IV	1	Scope of Work & Technical Specifications	81
Section V	1	Bill of Quantities	98
Section VI	1	Drawings (Attached separately)	99

**SECTION – I**  
**COCHIN PORT TRUST**

**Office of the Deputy Conservator,  
Cochin Port Trust,  
W/Island, Cochin, 682009, KERALA**  
**Tele: 91-0484-2666417/0484-2582500**  
**website: [www.cochinport.gov.in](http://www.cochinport.gov.in)**



**Tender No. MD/HM/TUG VALLARPADAM DD /2022**

**Date:08-03-2022**

**1. NOTICE INVITING TENDER**

- 1.1. Electronic Tenders (**e-tenders**) in Single Stage Two Cover bidding procedure [Technical Bid and Financial Bid], are invited by the Deputy Conservator, Cochin Port Trust, Willingdon Island, Cochin-682 009 from reputed firms meeting the Minimum Eligibility Criteria specified below for **“Dry docking and allied repairs of Tug Vallarpadam”**.
- 1.2. **Minimum Eligibility Criteria:** Tenderer must fulfill the following Minimum Eligibility Criteria to prove the techno-commercial competence and submit the documents in support thereof:
- (i) **Average Annual financial turnover** of the tenderer during the last three Financial Years, ending 31<sup>st</sup> March 2021 (ie. 2018-19, 2019-20 and 2020-21) should be atleast **Rs.118.50 lakhs**
- (ii) **Experience:** The Tenderer should be in the business of Ship Repairs in India at least for the last two years ending 28-02-2022. The tenderer should have successfully completed *similar works* during the last seven years ending 28-02-2022 should be either of the following:-
- a) Three similar completed works costing not less than **Rs 158.00 lakhs** OR
- b) Two similar completed works costing not less than **Rs.197.50 lakhs** OR
- c) One similar completed work costing not less than **Rs. 316.00 lakhs**.

Note: In order to evaluate the tender, the value of executed works shall be brought to the current costing level by enhancing the actual value of the work upon completion, by using the following enhancement factors.

**Table 1.1**

Works executed Year before	Multiplying factor
One year [February, 2021]	1.07
Two years [February, 2020]	1.14
Three years [February, 2019]	1.21
Four years [February, 2018]	1.28
Five years [February , 2017]	1.35
Six years [February, 2016]	1.42

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

Definition of Similar Works

Similar works means dry docking repairs of vessels having the following minimum vessel parameters:-

- i) Length overall : 32 Meters;
- ii) Breadth Moulded: 10.50 meters
- iii) GRT : 449

**(iii) Technical Capability:**

(a) Tenderer's Ship repair yard (either owned/leased) located in India where the repairs of Cochin Port Trust's Tug Vallarpadam is proposed to be carried out in case the contract is awarded, should have a Dry-dock with the following minimum parameters :-

- i) Length: 50 meters,
- ii) Breadth: 16 meters
- iii) Draught at dock entrance: 5 meters.
- iv) Draught inside the dry dock: 6.5 meters.

(b) Minimum dock block height shall be 1.5 mtrs

(c) The tenderer should have successfully carried out complete overhauling of at least one number voith propulsion system of Tug having bollard pull of minimum 30 Tons during the last 10 years ending 28-02-2022.

**List of documents to be furnished along with the tender to prove the Minimum Eligibility Criteria:-**

- (i) A statement duly certified by the Chartered Accountant (his Registration Number should be shown) showing the Annual Financial Turnover during the last three financial years ending 31-03-2021 (viz. 2018-19, 2019-20 and 2020-21) should be furnished as per Annexure-6 along with copies of the audited Annual Balance sheet including Profit & Loss Account Statements for the above period.
- (ii) Registration certificate of the Tenderer.
- (iii) Notarized copies of Work Orders and Satisfactory Completion Certificate issued by the Client in support of contracts having been executed as proof. Details of such contracts shall be furnished as per Annexure-5. The experience certificate of Works executed in private sectors / organisations shall be considered for qualification, only on submission of TDS certificate along with Work order and completion certificate. (As regards the tenders submitted by the bidding firms under Central/ State Government and PSUs, copies of work orders and satisfactory completion certificates duly attested by their authorised signing authority for the tender, are acceptable to CoPT)
- (iv) Details of facilities available in Tenderers' works/dry dock (either owned /leased) located in India where the repairs of Cochin Port Trust's Tug Vallarpadam is proposed to be carried out in case the contract is awarded, shall be furnished as per Annexure-7 and shall furnish copy of lease agreement, if applicable.
- (v) Certificate issued by the Original Equipment Manufacturer of Voith Propulsion System, M/s. Voith to the effect that the tenderer has successfully carried out complete overhauling of at least one number voith propulsion system of Tug having bollard pull of minimum 30 Tons as per the format attached as Annexure- 7 A

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

**1.3. Other Eligibility Considerations**

- 1.3.1. Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
- i) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements; and/or
  - ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, barred by the Central / State Government or organizations under them, from participating in any project or financial failures etc.
- 1.3.2. The Bidder should have valid GST Registration Certificate and PAN. Copies of supporting documents to be attached.
- 1.3.3. The Bidder should not have been blacklisted /debarred by any Govt. of India Organizations / PSU/ PSE / Govt. Depts. etc. for breach of any applicable laws or violation of regulations or breach of contractual agreement or rendering unsatisfactory services during the last 3 (Three) years. (Self- declaration to be submitted by the bidder along with their bid).
- 1.3.4. The Bidders having EPF and ESI registration only shall be considered for qualification in the Bids, if applicable, as per EPF /ESI Acts. In case, the Bidder does not have the required number of employees which makes such registration mandatory, an Undertaking to this effect shall be furnished.
- 1.3.5. The Tenderer shall furnish statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works, which shall be certified by a Chartered Accountant as per Annexure-9.

**1.4. Pertinent information to the tender is given in the following Tables:**

- (i) Schedule of different activities till submission of the bids:

**Table 1.2**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date and Time</b>
1	Tender e-publication date	09-03-2022
2	Download period of Bid Documents	09-03-2022 to 30-03-2022 up to 14:00 hrs.
3	Pre-Bid meeting	16-03-2022 at 11.00 hrs. (Through VC)
4	Last date for seeking clarifications	Up to 17:00 hrs. on 15-03-2022
5	Last date and time of submission of Bid	30-03-2022 up to 15.00 hrs.
6	Date and time of opening the Technical Bid	30-03-2022 after 15.30 hrs.
7	Date and time of opening of Financial Bids of technically qualified bidders	Will be announced after completion of technical evaluation and pre-qualification of bids.

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

(ii) General Information:

**Table 1.3**

<b>Tender No. MD/HM/TUG VALLARPADAM DD / 2022</b>		
<b>Sl. No.</b>	<b>Item</b>	<b>Details</b>
1	Name of the work to be carried out	“Dry docking and allied repairs of Tug Vallarpadam ”
2	Employer	Cochin Port Trust
3	Employer’s Representative	Deputy Conservator
4	Executing Authority	Deputy Conservator, Cochin Port Trust

1.5. Bid information :

**Table 1.4**

i)	Estimated Amount put to Tender	<b>Rs. 395.00 Lakhs</b> (Rupees Three Hundred and ninety five Lakhs only) excluding GST
ii)	Earnest Money Deposit	<b>Rs 3,95,000/-</b> (Rupees Three Lakhs Ninety-five thousand only) Banker’s Cheque or Demand Draft issued by Nationalized/ Scheduled banks, en-cashable at Cochin, drawn in favour of F.A. & C.A.O, Cochin Port Trust or Online payment through RTGS to the below mentioned bank account of Cochin Port Trust. <b><u>BANK DETAILS:-</u></b> Name of the Bank: State Bank of India Name of the Branch: Cochin Port Trust Branch Beneficiary : Cochin Port Trust Account No.: <b>10601197375</b> IFSC Code:SBIN0006367
iii)	Cost of Bid document	Rs. 5600/- (5000 + 12% GST) (Non- refundable) furnished either through Demand Draft /Pay order/ Banker’s Cheque drawn in favour of the FA & CAO, Cochin Port Trust, payable at Kochi, from any Commercial Bank in India or payment online, being the cost of single copy of the tender document.
iv)	Validity period of Tender	90 days from the Last Date for Receipt of Tenders.
v)	Completion Period of Contract	a) For Shipyards located outside the Cochin Port Water Limits: Completion period of total 93 days from the date of receipt of Employers’ LoA by Contractor <b>but not later than 30-07-2022</b> as detailed in Special Conditions of Contract which includes 60 days of repair period for Dry dock and afloat repairs. b) For Shipyards located within the Cochin Port

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

		<p>Water Limits: Completion period of total 60 (sixty) days from the date of arrival of the vessel at Contractor's Yard.</p> <p><b>Note: In both the cases (a) and (b) above, the vessel should be dry-docked on or before 14-05-2022.</b></p>
vi)	Name , Designation, Address and other details (For Submission of Bid in response to NIT)	<p>Capt. Joseph J Alapat Deputy Conservator Cochin Port Trust, Willingdon Island, Kochi, 682009, Kerala. Email: dc@cochinport.gov.in</p>

- 1.6. Bid Document can be downloaded from the e-Tendering portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) on the dates specified above by making online requisition. Bid Document will also be available in Cochin Port website ([www.cochinport.gov.in](http://www.cochinport.gov.in)) as well as Central Public Procurement Portal (CPP Portal) [www.eprocure.gov.in/cppp](http://www.eprocure.gov.in/cppp) , which can be downloaded for submission. The cost of Bid Document shall be furnished in the form of Demand Draft/ Pay Order/ Banker's Cheque drawn in favour of FA & CAO, CoPT, along with the submission of Bid. Bidders are also permitted to pay the cost of Bid Document by online mode (NEFT/RTGS). Bank Account details of Cochin Port Trust is furnished in the below Table. The Bidders shall upload the proof of payment made towards cost of Bid Document along with the Bid Document while submitting the Bid electronically in the e-Tendering Portal.
- 1.7. In case of online payment of Cost of Tender Document / EMD , UTR number of the transaction should be communicated to the Deputy Conservator's e-mail of Cochin Port Trust as mentioned in Table 1.4 above, well in advance before opening of e-tender. Cochin Port Trust will verify the receipt of Cost of Tender Document /EMD as referred in UTR number in the Bank Account Number mentioned below. If cost of tender document/EMD has not been reflected in the Bank Account of Cochin Port Trust, the bid will be rejected. Bank Details of Cochin Port Trust are given below:

**Table 1.5**

Name of Bank	State Bank of India
Name of Branch	Cochin Port Trust
IFSC Code	SBIN0006367
Account No	10601197375
Account Holder's Name	Cochin Port Trust

- 1.8. The bidders need to obtain the one time User ID & password for log-in to e-Tendering system from the service provider M/s. KEONICS by paying the registration amount of Rs. 1180/- by online payment using Credit/Debit Card/Net Banking or DD in favour of "KSEDCL, Bangalore".
- 1.9. The intending bidder must have valid Class II or Class III digital signature certificate to submit the bid. For further details and to obtain the digital signature, please contact e-Tender Help Desk No. 080-49352000 / 9605557738.

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

- 1.10. The bidder is responsible to download the Tender Document, all Addenda / Amendments / Errata / Replies to the queries of bidders etc., if any, issued by CoPT, from the e-TenderingPortal / CoPT Website / CPP Portal before submission of the bid. Any shortfall in submission of the said Tender Document/Addenda / Amendments / Errata / Replies to the queries of the tenderer etc. duly signed along with the downloaded documents while uploading the bid, will render the Bid incomplete and incomplete Bid documents may be rejected.
- 1.11. All bids shall be submitted online only, on the website [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT), strictly in accordance with the Instructions to Tenderers and Terms and Conditions given in the tender document. No bids shall be accepted off-line (Hard copy).
- 1.12. Cochin Port Trust will not be held responsible for any technical snag or network failure during online bidding. It is the bidder's responsibility to comply with the system requirement, i.e. hardware, software and internet connectivity, at bidder's premises to access the e-Tender portal. Under any circumstances, Cochin Port Trust shall not be liable to the bidders for any direct/indirect loss or damages incurred by them, arising out of incorrect use of the e-Tender system or internet connectivity failures.
- 1.13. The Bidder shall submit Originals of: (i) DD /Pay Order/ Banker's Cheque towards the Cost of Bid Document; (ii) EMD (iii) Power of Attorney in favour of signatory(s) to the Bid; (iv) Pre-Contract Integrity Pact (v) Copy of documentary proof of MSME/NSIC registration (if applicable) along with letter of submission in a sealed cover superscribing thereon the Tender Number, Name of Work, date notified for submission of tender and the name and address of the tenderer, to the Deputy Conservator, Cochin Port Trust, W/Island, Cochin – 682009, KERALA, on or before the last date and time of submission of bids. Non submission of original financial instrument towards cost of Bid Document, EMD, Power of Attorney as stated above and Pre-Contract Integrity Pact, before opening date and time of the Bid, will make the tender liable for rejection.
- 1.14. The Contractor's Scope of Work of Tender for Dry Docking and Allied Repairs of the CoPT's Tug Vallarpadam consists of (a) Taking over of the Tug from Employer at Employer's premises and her transit to Contractor's Dry-dock Repair Facilities at Contractor's cost and risk (b) Carrying out the repairs in Contractor's Dry Dock Facilities as per the detailed Repair list attached in the tender document and as per the additional work orders issued based on recommendations of IRS during the survey at Contractor's yard (c) Operational Trials of the repaired machineries/equipments of the Tug at Contractor's premises on satisfactory completion of repairs/IRS Survey (d) Transit of Tug from Contractor's premises to Cochin Port Trust at Contractor's cost and risk and handing over to Cochin Port Trust. All statutory approvals if any, in connection with the execution of Contract shall be under the Contractor's scope.

**Note: If the Contractor's Yard/Dry-dock is within Cochin Port Water Limits, the Scope of Work mentioned at item (b) and item (c) above are only applicable. In cases where the Contractor's Yard is within Cochin Port's Water limits, CoPT will hand over the vessel alongside the contractors berth for repairs and will take over the vessel from contractor's premises at the cost of Employer.**

- 1.15. The details given in the Scope of Work, Drawing, Special Conditions of Contract etc. are indicative and the Bidders have to assess the exact work requirement through their own

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

means and sources and accordingly, costing shall be done for the work. It is made clear that the above said statement regarding indicative details of works to be executed does not attract any liability on the Port and the Port cannot be held responsible with any liability on the strength of the said statement.

- 1.16. All Tenderers are advised to visit CoPT and inspect the vessel “Tug Vallarpadam ” to ascertain its present condition and verify the certificates and other details of work to be carried out, in order to make themselves fully aware of the nature of work and the vessel, before submitting their offer. Cochin Port Trust will not be responsible for any cost or expenses incurred by the Tenderer in connection with the preparation or delivery of the tenders including cost and expenses related to visits to the sites. The intending bidders are requested to take prior permission of Cochin Port Trust along with the details of officials visiting the vessel by communicating to the e-mail given below. The visit for inspection shall be made on any working day, after obtaining the prior confirmation of Cochin Port Trust Officials (Sri. Binu Raghavan, CE(Marine) Mobile No. 08606274770, email-[binu.raghavan@cochinport.gov.in](mailto:binu.raghavan@cochinport.gov.in), Sri Rajesh Velayudhan, SME 08921286722/0484-2582511.email : [rajeshvelayudhan@cochinport.gov.in](mailto:rajeshvelayudhan@cochinport.gov.in);
- 1.17. Exemption from the payment of Cost of Tender document and EMD shall be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the NSIC or the concerned Ministry or Department as provided in GFR 2017. They are required to submit documentary proof of such registration along with the original documents as specified in Clause 1.13 above, for claiming the available exemptions and a scanned copy of Exemption Certificate shall be uploaded in the e – Tender Portal.
- 1.18. Pre-Contract Integrity Pact (IP) shall cover this Bid throughout its various phases, and IP would be deemed as a part of the contract though an appropriate provision. The Bidders should sign and submit “Pre-Contract Integrity Pact” to be executed between the Bidder and CoPT in a separate envelope superscribed “Pre-Contract Integrity Pact” on or before the last date and time of submission of bids. Bids not accompanied by a duly signed “Pre-Contract Integrity Pact” shall be liable for rejection. IP would be implemented through the following panel of Independent External Monitors (IEM) for this tender:

- 1) Shri. M J Joseph, ICAS (Rtd.)  
37, Da Costa Square  
3<sup>rd</sup> Cross, Cooke Town  
Bangalore – 560 084  
Email: mohan.joseph@gmail.com

- 2) Shri. Punati Sridhar, IFoS ( Retd)  
8C, Block -4, 14-C Cross,  
MCHS Colony , HSR 6<sup>th</sup> Sector,  
Bangalore -560102  
Email ID : poonatis@gmail.com

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

For full details of the scheme of IP, you may visit the website of Central Vigilance Commission, New Delhi.

- 1.19. The bidder should not have been blacklisted or debarred by any Central / State Government / Agency of Central / State Government / Public Sector Undertaking / Regulatory Authority of India at the time of submission of this bid.
- 1.20. The undersigned reserves the right to reject/cancel/postpone/amend/ annul any one or all Bids at any stage of the Bid, which shall be binding on all Bidders without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.
- 1.21. This tender notice shall form part of the tender document and are to be signed and uploaded along with the technical bid.

**Sd/-**

**DEPUTY CONSERVATOR**  
Cochin Port Trust  
Willingdon Island,  
Cochin-682009, Kerala  
Email:dc@cochinport.gov.in  
[www.cochinport.gov.in](http://www.cochinport.gov.in)

## SECTION –II

### **INSTRUCTIONS TO TENDERERS**

#### **1. Introduction**

- 1.1. Sealed tenders in two-cover system are invited from eligible tenderers for “Dry docking and allied repairs of CoPT’s Tug Vallarpadam” as per the Scope of Work and Technical Specification given in Section IV of this tender document.

#### **2. General Instructions**

- 2.1. The Contract is to be executed as described in the Bid document and in particular in the Scope of Work and Technical Specification, General Conditions of Contract, Special Conditions of Contract, Bill of Quantities etc.
- 2.2. Before submitting the bid, the bidder shall examine carefully all conditions of contract, specifications, etc. supplied herewith. It will be deemed that prior to the submission of tender, the tenderer has inspected the Tug and has satisfied himself as to the nature of work, general conditions, working conditions etc. and that the tenderer has estimated his cost accordingly and the Port Trust will be in no way responsible for the lack of such knowledge and also consequences thereof to the tenderer. Failure to visit the vessel will in no way relieve the successful Bidder of any of the obligations in performing the Work in accordance with this Bid Document including addenda/corrigenda, within the quoted price.
- 2.3. A bidder shall be deemed to have full knowledge of all documents, working conditions etc. whether he has inspected them or not. The submission of a bid by the bidder implies that he has read the Notice and Conditions of Contract and has made himself aware of the scope and specifications and other factors bearing on the bid and that they are binding on him.
- 2.4. The bidders may please note that the EMPLOYER will not entertain any correspondence or query on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Employer’s offices for making such enquiries till finalization of the bid. Should the EMPLOYER find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by the EMPLOYER.
- 2.5. Canvassing in any form by the bidder or by any other agency acting on behalf of the bidder after submission of the bid may disqualify the said bidder. The Employer’s decision in this regard shall be final and binding on the bidder.
- 2.6. The EMPLOYER will not be liable for any financial obligation in connection with the work tendered until such time the EMPLOYER has communicated to the successful bidder in writing its decision to entrust the Contract (covered by the bid document issued to him).
- 2.7. Telex / E-mail offers will not be considered. Bidders should prepare their bid themselves and submit it online. Bids submitted by agents will not be recognized.
- 2.8. Bids received after the due date and time and any change in bid after the specified date will be rejected. EMPLOYER will not be responsible for the loss of the bid document or for the delay in postal transit.
- 2.9. In case of an unscheduled holiday to CoPT on the prescribed closing / opening day of the bid, the next working day will be treated as the scheduled prescribed day of closing / opening of the bid.
- 2.10. While evaluating the bids received, regard would be paid to National Defense and Security Considerations, at the discretion of the Cochin Port Trust. Bid received from any bidder may be summarily rejected on National Security Consideration without any intimation thereof to the bidder.

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

- 2.11. If there are varying or conflicting provisions made in any document forming part of the contract, the Deputy Conservator, Cochin Port Trust, Cochin – 682009 shall be the deciding authority with regard to the intention of the document which will be binding on the Bidder.
- 2.12. In case Cochin Port Trust desires to inspect the tenderer's Yard for confirmation of its availability and capacity etc., necessary arrangements shall be made by the tenderer for such inspection.
- 2.13. Any error in description, any omissions there from shall not vitiate the contract or release the Contractors from the execution of whole Work or any part of the Works comprised therein, according to the Scope of work, Specifications or from any of his obligations under the contract.
- 2.14. The Contractor shall comply with all the provisions of the Indian Employees Compensations Act, Provident Fund Regulations, Employees Provident Fund Act, ESI Act, the Minimum wages Act and other applicable labor laws etc. amended from time to time and rules framed there under and other laws affecting the contract labour that may be brought in to force from time to time.
- 2.15. The Contractor shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.
- 2.16. Exemption from the payment of Cost of Tender document and EMD shall be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the NSIC or the concerned Ministry or Department as provided in GFR 2017. They are required to submit documentary proof of such registration along with the original documents as specified in Clause 1.13 above, for claiming the available exemptions and a scanned copy of Exemption Certificate shall be uploaded in the e – Tender Portal. The MSEs are exempted from the payment of Cost of Tender document and EMD.
- 2.17. In the Letter of Submission, the Bidder shall compulsorily indicate two nos. of current active email addresses to which further Bid related communication can be sent by CoPT. All communication from CoPT shall be deemed to have been delivered when the email is sent to the specified email addresses, ie, the date of sending email by CoPT shall be considered as the date of receipt by the Bidder. CoPT shall, in no way, be responsible for the non-receipt of any such communication by the Bidder due to whatever reasons on this account.
- 2.18. In all matters arising out of the provisions of this tender/contract, the laws of the Union of India shall be the governing laws and courts in Ernakulam, Kerala State shall have exclusive jurisdiction.

### **3. Invitation for Bids:**

- 3.1. The Invitation for Bids is open to all eligible bidders meeting the Minimum Eligibility Criteria.

### **4. Downloading of Tender Documents:**

- 4.1. Tender documents can be downloaded from the e-Tendering portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) on the dates specified in NIT by making online requisition. Tender document can also be downloaded from Cochin Port website [www.cochinport.gov.in](http://www.cochinport.gov.in) or Central Public Procurement (CPP) Portal. Demand Draft /Pay Order/ Banker's Cheque for cost of tender document drawn in favour of the Financial Adviser & Chief Accounts Officer (FA &CAO), CoPT from any Commercial Bank having its branch at Kochi shall be submitted at the time of submission of bids and scanned copy of the same shall be attached with the e-tender. In case if the payment in this regard is made on-line, proof of same shall be furnished to the Deputy

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

Conservator by email prior to the opening of Technical Bids.

- 4.2. In case of tender document being downloaded from the website, at the time of uploading, the tenderer shall give an undertaking that no changes have been made in the document. The Port's Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the Port's document shall prevail. For the discrepancies found at any time, the tenderer shall be liable for legal action.

**5. One Bid per Bidder:**

Each Bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

**6. The Bidder:**

The Bidder shall be a single entity only.

**7. Cost of Bidding:**

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

**8. Visiting the Tug:**

- 8.1. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit the Tug and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Work. The costs of visiting the Tug shall be borne by the Bidder. For visiting the Tug for any further information of the work before preparing his Price Bid, the tenderer may contact the Chief Engineer of the vessel/SME, CoPT.

**9. Clarification of the Bidding Documents:**

- 9.1. The tenderers are advised to examine the Tender Document carefully and if there be or appear to be any ambiguity or discrepancy in the documents, or any clarifications needed on the Tender Documents; these shall be referred to the Deputy Conservator in writing at the following address, so as to reach them at least by **15-03-2022 at 17:00 hrs. It is to be noted that no queries, clarifications will be answered after this date.**

Address: Deputy Conservator, Cochin Port Trust, Willingdon Island, Cochin,  
682009, Kerala, India.

Phone: 91-0484-2666417 / 2582500/ 2582511/2582521

Fax: 91-0484-2666417

Email: [dc@cochinport.gov.in](mailto:dc@cochinport.gov.in); [hm@cochinport.gov.in](mailto:hm@cochinport.gov.in), [sajeev.va@cochinport.gov.in](mailto:sajeev.va@cochinport.gov.in),  
[rajeshvelayudhan@cochinport.gov.in](mailto:rajeshvelayudhan@cochinport.gov.in);

**10. Pre-Bid Meeting:**

- 10.1. A prospective tenderer requiring any clarification of the tender shall submit their queries in writing / e-mail in advance before 17.00 hrs. on 15-03-2022. The Pre-Bid meeting will be held through Video Conference at 11.00 hrs. on 16-03-2022. The bidders who wish to attend the Pre-bid Meeting may send their request well in advance by email to the above mail ids of Cochin Port Official so as to share the link for attending the meeting through Video Conference.

**11. Amendment of Bidding Documents:**

- 11.1. The Deputy Conservator, Cochin Port Trust shall have the right to omit or suspend certain items of Work or revise or amend the Bid documents prior to the due date of

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

submission of the Bid by issuance of addenda/corrigenda. Any addendum / corrigendum thus issued shall be part of the Tender Document. The addendum/corrigendum, if any, shall only be hosted in the e-tender portal as well as in the website of the Cochin Port. It is the responsibility of the Bidders to download such addenda/ corrigenda hosted in the website and submits the same duly signed along with the Bid. In order to afford the Bidders with reasonable time to take addendum into account, or for any other reason, the Port Trust may, at its discretion, extend the due date for submission of Bid and Bid Extension Notice shall be hosted in the web site.

**12. Preparation of bids:**

12.1. All documents relating to the bid shall be in the English language.

**13. Minimum Eligibility Criteria:** Tenderer must fulfill the following Minimum Eligibility Criteria to prove the techno-commercial competence and submit the documents in support thereof:

(i) **Average Annual financial turnover** of the tenderer during the last three Financial Years, ending 31<sup>st</sup> March 2021 (ie. 2018-19, 2019-20 and 2020-21) should be atleast **Rs.118.50 lakhs.**

(ii) **Experience:** The Tenderer should be in the business of Ship Repairs in India at least for the last two years ending 28-02-2022. The tenderer should have successfully completed *similar works* during the last seven years ending 28-02-2022 should be either of the following:-

- (a) Three similar completed works costing not less than **Rs 158.00 lakhs** OR
- (b) Two similar completed works costing not less than **Rs.197.50 lakhs** OR
- (c) One similar completed work costing not less than **Rs. 316.00 lakhs.**

Note: In order to evaluate the tender, the value of executed works shall be brought to the current costing level by enhancing the actual value of the work upon completion, by using the following enhancement factors.

**Table 1.1**

Works executed Year before	Multiplying factor
One year [February, 2021]	1.07
Two years [February, 2020]	1.14
Three years [February, 2019]	1.21
Four years [February, 2018]	1.28
Five years [February , 2017]	1.35
Six years [February, 2016]	1.42

**Definition of Similar Works**

Similar works means dry docking repairs of vessels having the following minimum vessel parameters:-

- (i) Length overall : 32 Meters;

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

- (ii) Breadth Moulded: 10.50 meters
- (iii) GRT: 449

**(iii) Technical Capability:**

(a) Tenderer's Ship repair yard (either owned/leased) located in India where the repairs of Cochin Port Trust's Tug Vallarpadam is proposed to be carried out in case the contract is awarded, should have a Dry-dock with the following minimum parameters :-

- (i) Length: 50 meters,
- (ii) Breadth: 16 meters
- (iii) Draught at dock entrance: 5 meters.
- (iv) Draught inside the dry dock: 6.5 meters.

**(b) Minimum dock block height shall be 1.5 mtrs**

(c) The tenderer should have successfully carried out complete overhauling of at least one number voith propulsion system of Tug having bollard pull of minimum 30 Tons during the last 10 years ending 28-02-2022.

**List of documents to be furnished along with the tender to prove the Minimum Eligibility Criteria:-**

- (i) A statement duly certified by the Chartered Accountant (his Registration Number should be shown) showing the Annual Financial Turnover during the last three financial years ending 31-03-2021 (viz. 2018-19, 2019-20 and 2020-21) should be furnished as per Annexure-6 along with copies of the audited Annual Balance sheet including Profit & Loss Account Statements for the above period.
- (ii) Registration certificate of the Tenderer.
- (iii) Notarized copies of Work Orders and Satisfactory Completion Certificate issued by the Client in support of contracts having been executed as proof. Details of such contracts shall be furnished as per Annexure-5. The experience certificate of Works executed in private sectors / organisations shall be considered for qualification, only on submission of TDS certificate along with Work order and completion certificate. (As regards the tenders submitted by the bidding firms under Central/ State Government and PSUs, copies of work orders and satisfactory completion certificates duly attested by their authorised signing authority for the tender, are acceptable to CoPT)
- (iv) Details of facilities available in Tenderers' works/dry dock (either owned /leased) located in India where the repairs of Cochin Port Trust's Tug Vallarpadam is proposed to be carried out in case the contract is awarded, shall be furnished as per Annexure-7 and shall furnish copy of lease agreement, if applicable.
- (v) Certificate issued by the Original Equipment Manufacturer of Voith Propulsion System, M/s. Voith to the effect that the tenderer has successfully carried out complete overhauling of at least one number voith propulsion system of Tug having bollard pull of minimum 30 Tons as per the format attached as Annexure- 7 A

#### 14. Other Eligibility Considerations

- 14.1. Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
- (i) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements; and/or
  - (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, barred by Central/State Government or organizations under them, from participating in any project or financial failure etc.
- 14.2. The Bidders should have valid GST Registration Certificate and PAN. Copies of supporting documents to be attached.
- 14.3. The Bidder should not have been blacklisted /debarred by any Govt. of India Organizations / PSU/ PSE / Govt. Depts. etc. for breach of any applicable laws or violation of regulations or breach of contractual agreement or rendering unsatisfactory services during the last 3 (Three) years. (Self-declaration to be submitted by the bidder along with their bid).
- 14.4. The bidders having EPF and ESI registration only shall be considered for qualification in the Bids, if applicable, as per EPF/ESI Acts. In case the bidder does not have the required number of employees which makes such registration mandatory, an undertaking to this effect shall be furnished.
- 14.5. The Tenderer shall furnish statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works, which shall be certified by a Chartered Accountant as per Annexure-9.

#### 15. Bid Prices:

- 15.1 All the works to be carried out by the bidder are mentioned in the BOQ.
- 15.2 Tenderers shall quote their prices for all the line items in the BOQ. Otherwise, their tender will not be considered. This confirmation shall be indicated in the Schedule –I of the technical bid, otherwise their offer will be disqualified and price bids will not be opened. Tenderers having Yards within Cochin Port Water Limits need not quote their rates for Transit of Vessel from CoPT to Contractor's Yard for repairs and back to CoPT after repairs and should enter Zero. ie. Transit of Vessel from CoPT to Contractor's Yard for repairs and back to CoPT after repairs. Where the Tender's Yard is within Cochin Port water limits, CoPT will transport and hand over the Tug at their jetty premises of such tenderers for repairs and take over the Tug from their jetty premises after completion of repairs. While evaluating the Financial bids of such tenderers, CoPT shall load on their quoted price, an estimated incidental expenses to be incurred by CoPT for transporting and handing over of the Tug at Contractor's Jetty premises for dry-docking & repairs and for bringing back the vessel to CoPT's premises after satisfactory completion of repairs as detailed under Clause 29, Evaluation of Bids.
- 15.3 The offered unit rates for each line items in Section V, Bill of Quantities (Financial Bid) shall be filled by the bidder in figures only. The grand total amount in figure and words will appear automatically. The Bidders should ensure that his offered rates as per the Financial Bid is not mentioned anywhere in any other documents in Technical Bid

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

submission, directly or indirectly. If any such mention is made, the tender will become invalid and shall become liable for rejection.

**15.4 Tenderer shall quote for all line items in the price schedule including duties and taxes except GST.** No line items in the price bid should be kept blank.

**15.5 IRS inspection charges will be paid directly by CoPT and hence need not be included in the quoted price.**

**15.6** The price shall be quoted by filling the prescribed format of price schedule **on-line only**. The rates quoted should be firm without any price variation clauses.

**16. Bid Validity:**

16.1. Bids shall remain valid for a period of not less than ninety days (90) after the deadline date for bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. Should any tenderer withdraw or modify his Tender during the period of validity specified in the Bid Documents (including extended validity, if any) the bid submitted would be rejected and such bidders will be suspended from participating in the future tenders invited by Cochin Port Trust for a period of two years from the date of such Suspension Orders.

16.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the Bidder to extend the period of validity for an additional period. The request and bidder's response shall be made in writing. A bidder agreeing to the request will not be permitted to modify his bid (i.e., the extension shall be unconditional).

**17. Bid Security / EMD:**

17.1. The tender shall be accompanied by Earnest Money Deposit amounting to the applicable value of EMD indicated below. The tender not accompanied with EMD will be treated as non-responsive and will be rejected. The Earnest Money Deposit shall be submitted in the form of demand draft/banker's cheque drawn in favour of FA & CAO, Cochin Port Trust, Cochin from any Scheduled Bank or Nationalized Bank, having its branch in Cochin. The original DD/Banker's Cheque shall be submitted to the Deputy Conservator, Cochin Port Trust, Willingdon Island, Cochin –682 009 **upto 15:00 hrs. on 30-03-2022**. The Earnest Money Deposit will not carry any interest. Scanned copy of the DD/ Banker's Cheque shall be attached with the tender submitted "on line". In addition to the Demand Draft/Banker's Cheque, online payment through RTGS to the following Account of Cochin Port Trust is also acceptable

**BANK DETAILS:-**

Name of the Bank: State Bank of India

Name of the Branch: Cochin Port Trust Branch

Beneficiary : Cochin Port Trust

Account No.: **10601197375**

IFSC Code:SBIN0006367

**17.2.** The EMD shall be forfeited under following circumstances:

- a. In the event of the Tenderer withdrawing/modifying his tender before the expiry of tender validity of 90 days from the date of submission and opening.
- b. Failing to enter into an agreement with Cochin Port Trust or failing to furnish performance guarantee upon award of contract as required in the tender within the stipulated time or within such extended time granted by Cochin Port Trust. In such cases the tender shall be liable to be cancelled and EMD shall be forfeited.

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

- 17.3. The Earnest Money Deposit of unsuccessful Tenderer shall be returned after award of contract to the successful Tenderer. The EMD of successful Tenderer will be refunded on submission of security deposit and executing the agreement as per tender clause.
- 17.4. Exemption from the payment of Cost of Tender document and EMD shall be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the NSIC or the concerned Ministry or Department as provided in GFR 2017. They are required to submit documentary proof of such registration along with the original documents as specified in Clause 1.13 of NIT, for claiming the available exemptions and a scanned copy of Exemption Certificate shall be uploaded in the e – Tender Portal.
- 17.5. Cochin Port Trust reserves its right to suspend the bidders from participating in the future tenders invited by Cochin Port Trust for a period of two years from the date of such Suspension Orders, under the following circumstances:
- (i) If after the opening of Tender, if the bidder withdraw or modify his Tender during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors.
  - (ii) After the award of work, if the bidder fails to furnish the required Performance Security or fails to sign the Contract, within the time limits specified in the Tender Document.

**18. No Alternative Proposals by Bidders:**

- 18.1. Bidders shall submit offers that comply with the requirements of the Tender documents. Alternatives will not be considered.

**19. Format and Signing of Bid:**

- 19.1. Tenderer shall prepare one set of his Tender, duly completed and signed, along with other documents mentioned hereinafter. Form of Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder with signature duly witnessed and company seal affixed. The Power of Attorney (in original) authorizing the signatory/s of the Tender shall be enclosed. All pages of the bid where entries or amendments have been made, shall be signed by the person or persons signing the Bid.
- 19.2. If the tenderer is an individual it shall be signed by the individual and his full name and address shall be given. A self-declaration to the effect that the bidder is the sole owner of the bidding firm shall be furnished. In the event of the tender being submitted by a registered partnership firm, it must be accompanied by a copy of Registered Partnership Deed. The tender in such case shall be signed by a person holding a proper Power-of-Attorney authorizing him to do so and to bind all the partners in all matters pertaining to the contract including the arbitration clause. Such power-of-attorney shall be duly executed on a stamp paper of appropriate value, in the name of Bidder's authorised representative to act on behalf of the Bidder, duly authenticated by a notary public or equivalent certifying authority to be attached with the tender which must disclose that the firm is duly registered under Indian Partnership Act. If the tender is made by a Limited Company it shall be signed by a duly authorized person. In such cases, Power of Attorney duly executed in stamp paper of appropriate value, in the name of Bidder's authorised representative to act on behalf of the Bidder, duly authenticated by a notary public or equivalent certifying authority shall be furnished along with the tender. In the case of a

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

Limited Company the tender should be accompanied by the Memorandum and Articles of Association, copy of Board's Resolution showing the authority to sign the tenders by the signatory and notarized copy of the Incorporation Certificate of the Company.

**20. Bid Submission:**

- 20.1. Bid shall be submitted in two parts, **Part - I: Technical Bid** and **Part - II: Price Bid through e-tender mode** before the last date and time of submission of bid.
- 20.2. For online submission of Technical **Bid**, the scanned copies of the documents as detailed in clause 22.1 below need to be submitted through e-Tendering mode on [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT).
- 20.3. Price Bid (Schedule-II) in the provided format shall be submitted only through e-tendering mode on [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT). **In no case shall filled in Price Bid (Schedule II) (BOQ) be submitted in hard copy, as it shall result in rejection of the tender.**
- 20.4. Tenders shall be submitted "**online**" strictly in accordance with the Instructions to Bidders and Terms & Conditions given in the Tender Document. The Bidders should submit scanned copy of all the required documents such as DD / Pay Order / Banker's Cheque towards the cost of tender and EMD ; proof of experience, financial details etc. through the e-tendering portal.
- 20.5. The Bidder shall submit the originals of (i) DD/ Pay Order/ Bankers Cheque towards the cost of Tender Document (ii) EMD (iii) Power of Attorney, if applicable, and (iv) Integrity Pact (v) Documentary proof of MSME/NSIC registration (if applicable) **along with letter of submission** in a sealed cover duly mentioning the Tender No. & Name of Work, due date of opening of Bid and Name of the Bidder to the **Deputy Conservator, Cochin Port Trust, W/Island, Cochin – 682009, KERALA** so as reach on or before the last date and time fixed for submission in the tender.
- 20.6. **Non submission of the original financial instrument towards cost of Tender Document, EMD and Pre-Contract Integrity Pact duly signed within the above period leads to disqualification of Bids.**
- 20.7. The successful Bidder shall submit original of complete Technical Bid already submitted in e-mode within 7 days of receipt of Letter of Acceptance issued for the Work.

**21. Information Required in the Bid**

21.1. **Part I -Technical Bid** shall contain the following:

- a) Cost of Tender Document
- b) Earnest Money Deposit
- c) Pre Contract Integrity Pact, duly signed (vide *Annexure-4*)
- d) Letter of Submission (vide *Annexure- 1*)
- e) Power of Attorney (in original) in favour of signatory/s to the Tender, duly authenticated by Notary Public. (vide *Annexure -2*)
- f) Check list as per **Schedule I**
- g) Organization Details (vide *Annexure-8*)
- h) Concurrent Commitments (**vide Annexure-9**).
- i) Details of past experience as per *Annexure-5* and Work Orders and Completion Certificates in proof of experience in Similar Works as detailed under clause 13 of Instruction to Bidders.

**Explanatory Notes:**

- (1) Original or notary certified copy of completion certificates of each Work issued by the owner/ the responsible officers of the owner under whom he has executed such contracts along with notarized copy of connected Work order shall be attached. The completion Certificate shall invariably contain the following among other things.
  - (i) Brief details of Work involved
  - (ii) Completion cost of the Work
  - (iii) Date of commencement
  - (iv) Actual and Scheduled Date of completion of the Work.
- (2) **The Works indicated in Annexure- 5 will only be considered for evaluation.** Mere submission of Work Completion Certificate will not be considered as Eligible Assignments.
- (3) As regards the tenders submitted by the bidding firms under Central/ State Government and PSUs, authentication of Power of Attorney in favour of signatory/s to the tender, by Notary Public is exempted.
- j) Details of facilities available in Tenderers' works/dry dock (owned or leased) located in India where the repairs of Cochin Port Trust's Tug are proposed to be carried out, in case the contract is awarded, as per Annexure.-7.
- k) A statement duly certified by Chartered Accountant showing Average Financial turnover of the Bidder over the last three financial years ending 31<sup>st</sup> March, 2021 (2018-'19, 2019-'20 and 2020-21 ) (vide **Annexure-6**) supported by Audited Financial statements for the above three financial years.
- l) A certificate issued by the OEM of Voith Propulsion System, M/s. Voith as per Annexure-7A
- m) Form of Bid duly signed and sealed
- n) **Bid document including all addenda/corrigenda**
- o) Copy of Registered Partnership Deed or Memorandum and Articles of Association of the Company and Registration Certificate of the Company as the case may be.
- p) Copies of GST, PAN, EPF and ESI registration
- q) Documentary proof for MSME registration, if applicable
- r) A declaration to the effect that (vide **Annexure - 10**):-
  1. No conditions are incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.
  2. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
  3. We disclose with that we have \* made / not made payments or propose to be made to any intermediaries (agents) etc. in connection with the bid.
  4. We do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the above bid. Port Tender document will be treated as authentic tender and if any discrepancy is noticed at

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

any stage between the Port's tender document and the one submitted by the tenderer, the Port's document shall prevail.

5. We do hereby confirm that we have not been blacklisted or debarred by any Central/ State Government/ agency of Central/ State Government/ Public Sector Undertaking/ Regulatory Authority of India at the time of submission of this bid.

6. We do hereby confirm our acceptance that :-

- (i) All the costs, risks and responsibility of the Tug during the execution of the Contract (ie. Commencing from the date of taking over of the Tug from the Employer by the Contractor for repairs of the vessel to till delivery of the Tug back to the Employer at Employer's premises after satisfactory completion of all the works as per the Scope of Work of the Contract), shall be entirely vest with the Contractor.
  - (ii) The Employer is entitled to receive all the insurance claims in whole that may be sanctioned by the underwriters pertaining to any damages/mishaps that may have caused to the vessel during the execution of the Contract (ie. commencing from the date of taking over of the Tug from the Employer by the Contractor for repairs of the vessel to till delivery of the Tug back to the Employer at Employer's premises after satisfactory completion of all the works as per the Scope of Work of the Contract).
  - (iii) The Contractor is wholly responsible to make good all the losses/damages that may be suffered by the Employer due to occurrence of any untoward incident (s), whatsoever it may be, at any stage during the execution the Contract, at the cost and risk of the Contractor. If the actual losses/damages suffered by the Employer due to occurrence of any such event, is wholly/partly not covered under insurance, such losses/damages suffered by the Employer shall be fully compensated by the Contractor at his cost and risk.
  - (iv) In case termination of the Contract either by Employer or Contractor, the Contractor is liable to safely transit and handover the Tug to the Employer at Cochin Port Trust premises as per the terms of Termination of the Contract.
- s) Details of litigation history, blacklisting etc. of the Bidder, if any.
  - t) Bank information for e- Payment system as per **Annexure- 13**.

21.2. **Part-II : Price Bid**" shall contain Bill of Quantities - Schedule II shall be duly filled in and fully priced, which shall be submitted only **in e-tendering mode**.

**22. List of Documents to be submitted:**

**22.1. List of Documents to be uploaded for online submission of Technical Bid :**

- (i) Scanned copy of financial instruments towards cost of Tender Document/ evidence of payment of Cost of Tender Document online or scanned notarized copy of Exemption Certificate, as the case may be.
- (ii) Letter of Submission, as per format at **Annexure-1**.
- (iii) Power of Attorney in favour of signatory/s to the Tender, duly authenticated by Notary Public, as per format at **Annexure-2**.
- (iv) Scanned copy of financial instruments towards EMD or scanned notarized copy

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

of Exemption Certificate, as the case may be.

- (v) Pre-Contract Integrity Pact, duly signed (vide *Annexure-4*)
- (vi) Scanned copies of *Annexures- 5* to13, duly signed
- (vii) Scanned copy of Form of Bid duly filled, signed and sealed as per Annexure-11
- (viii) Scanned copy of Partnership Deed or Memorandum and Articles of Association of the Company and Registration Certificate of the Company as the case may be.
- (ix) Scanned notarized copies of Work Orders and completion certificates of similar Works
- (x) Scanned copies of Audited Financial statements for the last three years ending 31-03-2021.
- (xi) Technical Bid document including all addenda/corrigenda and General Conditions of Contract with Amendments in PDF format except Section V, Bill of Quantities .
- (xii) Copies of PAN, GST, EPF and ESI registration

**22.2. List of documents to be submitted in original.**

- (i) DD / Pay Order/ Bankers Cheque towards Cost of Tender Document/ scanned notarized copy of Exemption Certificate, as the case may be
- (ii) DD / Pay Order/ Bankers Cheque towards EMD/ scanned notarized copy of Exemption Certificate, as the case may be
- (iii) Letter of Submission (vide *Annexure-1*)
- (iv) Power of Attorney, duly authenticated by Notary Public (vide *Annexure-2*)
- (v) Pre-Contract Integrity Pact, duly signed (vide *Annexure-4*)
- (vi) Copy of documentary proof of MSME/NSIC registration (if applicable)

22.2.1. The Bidder shall submit original documents in a sealed cover, superscribing thereon the Tender Number, Name of Work, date notified for submission of tender and the name and address of the tenderer, either in person or sent by registered post / courier to the Deputy Conservator, Cochin Port Trust, Willingdon Island, Cochin, 682009, KERALA, on or before the last date and time of submission of bids. Non submission of the original instrument towards cost of tender document, EMD before the opening date and time will make the tender liable for rejection.

22.3. **Part II: Financial Bid:** Tenderers shall submit the BOQ/ Price Bid in the online portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) only. Otherwise, the tender will be rejected.

22.4. Tenders shall be submitted online strictly in accordance with the Instructions to Tenderers and Terms and Conditions given in the tender document. The bidders should submit scanned copy of all the documents including instruments towards the cost of tender; proof of experience, financial details etc. through the e-tendering portal.

**23. Deadline for Submission of the Bids:**

23.1. E-tenders attaching all documents shall be submitted 'on-line' in the e-tender portal strictly in accordance with the terms and conditions of the tender document before the time and the date notified in Table 1.2 of NIT.

**24. Late Bids:**

Any Bid received by the Employer after the Bid due date will be returned unopened to the Bidder.

**25. Bid Opening – Technical Bid:**

25.1. **Technical Bid** : Original Documents as mentioned at Clause 22.2. above shall be

opened in the office of the **Deputy Conservator, Cochin Port Trust** after **15.30 Hours** on the last date fixed for receiving the Tenders. Submission of Cost of Tender document and EMD will be verified initially. In case the above documents are not deposited or are not in order, the Bid will not be opened further and hard copy submitted will be returned.

25.2. Technical Bid shall be opened in the online Portal, [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) on the date and time fixed for tender opening.

**26. Bid Opening – Financial Bid:**

26.1. Financial Bid of those tenderers who are found qualified after evaluation of Technical Bids will be opened “on-line”. Date and time of opening of Price Bid will be intimated to the qualified bidders. Qualified bidders can witness opening of Price Bid by logging into the e-tender Portal, [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) on the date and time intimated for opening of Price Bid.

**27. Clarification of Bids**

To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

No Bidder shall contact the Employer on any matter relating to his Bid from the time of the Bid opening to the time the contract is awarded.

Any effort by the Bidder to influence the Employer’s Bid evaluation, Bid comparison or contract award decisions, may result in the rejection of his Bid.

**28. Examination of Bids and Determination of Responsiveness**

28.1. Prior to detailed evaluation of Bids, Cochin Port Trust will determine whether each Bid

- (a) Meets the Minimum Eligibility Criteria defined in Clause 13.
- (b) Has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall inter alia include a provision to bind the Bidder to settlement of disputes clause.
- (c) Is accompanied by the required Tender Document fee and Bid Security Declaration.
- (d) Pre-Contract Integrity Pact, duly signed
- (e) Is responsive to the requirements of the Bidding documents.

A responsive bid is one which conforms to all the terms, conditions and specification of the bidding documents, without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the Works;

- (i) which limits in any substantial way, the Employer’s rights or the Bidder’s obligations under the Contract; or
- (ii) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
- (iii) undertakes in the Technical Bid that he has not incorporated any conditions in the Price Bid

28.2.If a Bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

conforming deviation or reservation.

**29. Evaluation of Price Bid**

- 29.1. Only those tenders, as determined to be substantially responsive to the requirements of the Tender Documents will be evaluated. Other non-responsive tenders will be rejected. Cochin Port's decision on this shall be final, conclusive and binding. A tender that is seriously unbalanced in relation to the cost estimate of Cochin Port Trust, may be rejected as non-responsive.
- 29.2. Tenders will be evaluated based on the final cost to be incurred by Cochin Port in connection with the repair work of the Tug as per the Scope of Work of Tender. The final cost of repair work of Tug to be incurred by Cochin Port Trust will be calculated by adding the following components:-

Sl. No.	<b>In the case of bidders whose Repair Yards is located outside Cochin Port Water limits</b>	<b>In the case of bidders whose Repair Yard is located within Cochin Port Water limits</b>
1	Total Price excluding GST quoted by the bidder for all the line items as per the Bill of Quantity (BOQ) of Tender, which will be arrived at by multiplying the rate of each line item in the Bill of Quantity (BOQ) and the quantity of corresponding line item without GST.	Total Price excluding GST quoted by the bidder for all the line items as per the Bill of Quantity (BOQ) of Tender, which will be arrived at by multiplying the rate of each line item in the Bill of Quantity (BOQ) and the quantity of corresponding line item without GST.
2	Estimated overall Incidental expenses of <b>Rs.11.00 lakhs</b> , to be incurred by Cochin Port Trust for deputing & stationing the Employees and Officers of Cochin Port Trust to the Contractor's Yard from the date of arrival of the Tug at Contractor's premises till the date of sailing of the Tug from Contractor's Yard after satisfactory completion of repairs.	Not applicable
3	Not applicable	Estimated overall Incidental expenses of <b>Rs.40,000/-</b> to be incurred by Cochin Port Trust for transporting and handing over of the Tug at Contractor's Jetty premises for dry-docking & repairs and the incidental expenses to be incurred by CoPT for bringing back the vessel to CoPT's premises after satisfactory completion of repairs.
4	Additional insurance expenditure to be incurred by CoPT (as quoted by the IRDAI approved Insurance Company) during (a) voyage of vessel to Repairer's Yard for dry-docking, (b) return voyage to Cochin Port after repairs.	Not applicable

The offered unit rates for each line items in Section V, Bill of Quantities (Financial Bid) shall be filled by the bidder in figures only. The grand total amount in figure and words will appear automatically. The Bidders should ensure that his offered rates as per the Financial Bid is not mentioned anywhere in any other documents in Technical Bid submission, directly or indirectly. If any such mention is made, the tender will become invalid and shall become liable for rejection.

In order to determine the lowest evaluated bid, Cochin Port Trust will consider the final cost of repair work of Tug to be incurred by Cochin Port Trust as detailed above.

**30. Alteration of tender documents:**

30.1. No alteration shall be made in any of the Tender Documents or in the Bill of Quantities and the tender shall comply strictly with the terms and conditions of the Tender Document. The Employer may however ask any Bidder for clarifications of his tender if required. Nevertheless, no Bidder will be permitted to alter his tender price after opening of the tender.

**31. Alternative Conditions and Proposals:**

The Bidder shall note that alternative proposal for whole or part of the Work will not be acceptable. Tenders containing any qualifying conditions or even Bidder's clarifications in any form will be treated as non-responsive and will run the risk of rejection. Price Bid of such Bidder's will not be opened.

**32. Award of Contract:**

The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be:

- (i) Eligible in accordance with the provisions of Clause 13, and
- (ii) Qualified in accordance with the provisions of Clause 13.

**33. Notification of Award:**

33.1. The Bidder whose Bid has been accepted will be notified about the award by the Employer prior to the expiry of the Bid Validity period by email or facsimile, confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

33.2. The notification of award will constitute the formation of the Contract subject only to the furnishing of a Performance Security in accordance with the provisions of Clause 34.

**34. Performance Security / Security Deposit:**

34.1. The successful bidder is required to submit Security Deposit within 21 days from the date of receipt of Letter of Acceptance (LoA), to guarantee fulfillment of performance and the obligations of the contract, in any one of the following forms:-

- (a) Account Payee Demand Draft / Banker's Cheque/Pay Order of a Nationalised/Scheduled Indian Bank having its branch at Kochi in favour of FA&CAO, Cochin Port Trust.

- (b) An irrevocable and unconditional Bank Guarantee as per the Format enclosed in Annexure-15 of the tender document, drawn from any Nationalised /Scheduled Indian bank having its branch at Cochin acceptable by ***Cochin Port Trust***.
  - (c) On-line payment to the Bank Account of Cochin Port Trust indicated in Clause 1.6 of Notice Inviting Tender.
- 34.2. The value of Security Deposit shall be equivalent to 3% of the total contract value excluding GST.
- 34.3. In case the Security Deposit is furnished in the form of Bank Guarantee, the same should remain valid for a period of 60 days beyond the completion of Defects Liability period of the contract.
- 34.4. Cochin Port Trust is not bound to pay interest on the Security Deposit furnished by the successful bidder.

**35. Sanctions for Violations:**

- 35.1. Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the Employer to take all or any one of the following actions, wherever required:-
- (i) The Security Deposit/Performance Guarantee shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason therefore.
  - (ii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
  - (iii) To cancel all or any other Contracts with the Bidder. The Bidder shall, be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
  - (iv) To debar the Bidder from participating in future Bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the Employer.
  - (v) To recover all sums paid in violation of the Bid by Bidder (s) to any middleman or agent or broker with a view to securing the contract.
  - (vi) Forfeiture of Performance Guarantee in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Bid.
- 35.2. The Employer will be entitled to take all or any of the actions mentioned above by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 35.3. The decision of the Employer to the effect that a breach of the provisions of this Bid has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Pact [*In case Integrity Pact is applicable*].
- 35.4. In the event of the Contractor failing to honour any of the commitments entered into under this Contract, Cochin Port Trust shall have unconditional option to encash the Security Deposit. The bank shall be obliged to make payment to Cochin Port Trust upon demand.
- 35.5.** In the event of the tenderer, after the issue of the communication of acceptance of offer by the Board, failing / refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and the willful breach of the

contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event the Board shall have full right to claim damages.

**36. Signing of Agreement:**

36.1. The successful tenderer will be required to execute an Agreement at his expense within 28 days from the date of receipt of Letter of Acceptance (LoA), on proper value Kerala State Stamp Paper in the prescribed form as per **Annexure-14**. The agreement as finally executed will include the Employer's Bid Documents and the Bidder's offer as finally accepted by the EMPLOYER together with addendum / corrigendum, bid clarification and all correspondences exchanged between EMPLOYER and the bidder, if any. Till the formal agreement is executed, the Letter of Acceptance together with the offer as finally accepted along with correspondences shall form a binding contract between the two parties.

**37. Fraud and Corrupt Practices:**

37.1. The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Port shall reject the tender without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Tender, including consideration and evaluation of such Bidder's Proposal. Such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

37.2. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "corrupt practice" means

- (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or
- (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical consultant / adviser of the Authority in relation to any matter concerning the Project;

(b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “undesirable practice” means
  - (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
  - (ii) having a Conflict of Interest; and
- (e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

**38. Rejection of Tender:**

Any Tender not conforming to the foregoing instructions will not be considered. The Employer does not bind himself to accept the lowest or any tender and has the right to reject or discharge the tender without assigning any reason.

**Signature of the tenderer with seal**

**COCHIN PORT TRUST**

Tender No. MD/MES/TECH /188/2021(RT)

**“Dry docking and allied repairs of Cochin Port Trust’s Tug Vallarpadam ”.**

**SCHEDULE – I**

**LIST OF DOCUMENTS TO BE SUBMITTED BY THE TENDERER  
IN PART-I, TECHNICAL BID**

Sl. No	Clause Ref. No.	Description of Documents	Whether submitted by the Tenderer (Yes/No.) & Ref. of page No.
1	Table 1.4 (iii) of Notice Inviting Tender	Cost of Tender Documents – Rs.5,600/- (Rs.5,000 + 12% GST) (Rupees Five thousand six hundred only) in the form of DD/ Banker’s cheque or online payment.	
2	Table 1.4 (ii) of Notice Inviting Tender	EMD/Bid Security	
3	Cl.No.20.5 of Instruction to Tenderer	Letter of submission as per Annexure-I	
4	Cl.No.20.5 of Instruction to Tenderer	Power of Attorney duly authenticated by Notary Public as per Annexure-2	
5	Cl.No.20.5 of Instruction to Tenderer	Pre-contract Integrity Pact as per Annexure-4.	
6	Clause 21.1. (k)	Form of Bid duly filled and signed as per Annexure-11.	
7	Clause 21.1. (k)	Contract Data duly filled and signed as per Annexure-12.	
8	Cl.No.13 of Instruction to Tenderer	Information regarding experience of having executed similar works as per Annexure-5 along with notarized copies of works orders and work completion certificate issued by the Clients.	
9	Cl.No.13 of Instruction to Tenderer	Statement of Average Annual Financial Turnover during last three years ending 31-03-2021 certified by Chartered Accountant as per Annexure-6 along with audited financial statements.	
10	Cl.No.13 of Instruction to Tenderer	Details of Dry-dock Facilities of Tenderer as per Annexure-7 (including copy of lease agreement, if applicable)	

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

11	Clause 21.1. (g)	Organisation Details of the Tenderer as per Annexure -8	
12	Clause 22.1. (vi)	Details of Concurrent Commitments of the Tenderer as per Annexure-9	
13	Clause 21.1. (p)	Declaration as per Annexure-10	
14	Clause 22.1. (vi)	Format for Furnishing Bank information for e-payment as Annexure-13	
16	Cl.No.21.1 (l) of Instruction to Tenderer	Tender document duly filled in <b>except Price Schedule (Schedule – II)</b> and addendum, duly signed and stamped.	
17	Cl.No.21.1 (m) of Instruction to Tenderer	Partnership Deed or Memorandum and Article of Association of the Company and Registration Certificate of the company, Proprietorship Declaration as applicable.	
18	Cl.No.21.1 (n) of Instruction to Tenderer	Documents in support of PAN,GST, EPF, ESI Registration	
19	Cl.No.21.1 (o) of Instruction to Tenderer	Documentary Proof of MSME/NSIC registration, if applicable	
20	Cl.No.21.1 (q) of Instruction to Tenderer	Detailed information regarding current litigation, if any, in which the tenderer is currently involved.	
21	Clause 15.2 of Instruction to bidders	Confirmation that the Tenderer has quoted their prices for all the line items of all Groups of Works as applicable.	
22	Cl.No.13 of Instruction to Tenderer	Certificate issued by OEM of Propulsion System M/s. Voith as Annexure -7 A	

Note : All the documents submitted by the tenderer shall be page numbered. Tenderer is required to mention relevant page numbers / marking of his offer while filling up the above format.

Signature of Tenderer with seal

**COCHIN PORT TRUST**

**SECTION I**

**ANNEXURES**

<b>Sl. No.</b>	<b>Annexures</b>	<b>Description</b>	<b>Page No.</b>
1	1	Letter of Submission	32
2	2	Proforma of Power-of-Attorney / Letter of Authority	33
3	4	Format of Pre-Contract Integrity Pact.	34
4	5	Details of Past Experience of Contractors for Similar Works	41
5	6	Statement of Average Annual Financial Turnover	42
6	7	Details of Dry-dock Facilities of Tenderer	43
7	8	Organization Details	45
8	9	Concurrent Commitments of the Tenderer	46
9	10	Declaration	47
10	11	Form of bid	49
11	12	Contract Data	52
12	13	Format for Furnishing Bank information for e-payment	55
13	14	Form of Agreement	56
14	15	Proforma of Bank Guarantee for Performance Guarantee/ Security Deposit	58
15	16	Format of No Claim Certificate	60
16	7A	Certificate issued by OEM of Propulsion System M/s. Voith .	44

**COCHIN PORT TRUST**

**LETTER OF SUBMISSION- COVERING LETTER  
(ON THE LETTER HEAD OF THE BIDDER)**

Date :

To

The Deputy Conservator,  
Cochin Port Trust.

Sir,

**Sub :“Dry docking and allied repairs of Cochin Port Trust’s Tug Vallarpadam ”.**

Being duly authorized to represent and act on behalf of .....  
(Hereinafter referred to as “the Bidder”) and having reviewed and fully understood all of the requirements of the bid document and information provided, the undersigned hereby apply for the work referred above.

We are submitting our Bid enclosing the following, with the details as per the requirements of the Bid Document, for your evaluation.

- (i) Tender Document along with Addendum No. ----
- (ii) Cost of Tender Document vide .....or MSME/NSIC Registration, if applicable.
- (iii) Power of Attorney (Annexure- 2)
- (iv) EMD/Bid Security or MSME/NSIC Registration, if applicable.
- (v) Pre-Contract Integrity Pact (Annexure-4)
- (vi) Details of the past experience of similar works to fulfill the “Minimum Eligibility Criteria” (Annexure 5), work orders and work completion certificates;
- (vii) Statement duly certified by Chartered Accountant showing Average Annual Financial Turnover during the last 3 Financial years ending 31-03-2021 (Annexure-6);
- (viii) Audited Financial Statements for the last three financial years ending 31-03-2021.
- (ix) Facilities available in Tenderer’s Yard to undertake the repairs (Annexure-7);
- (x) Organization Details (Annexure-8)
- (xi) Details of Concurrent Commitments (Annexure-9)
- (xii) Declaration (Annexure -10)
- (xiii) Form of Bid (Annexure-11)
- (xiv) Contract Data (Annexure-12);
- (xv) Bank Information of the Bidder (Annexure-13)
- (xvi) Certificate issued by OEM of Propulsion System M/s. Voith as Annexure -7 A

Signature

(Authorised Signatory)

**PROFORMA OF POWER- OF-ATTORNEY/LETTER OF AUTHORITY**

(To be submitted on Non-judicial Stamp Paper of appropriate value and should be authenticated by Notary Public/)

To

The Deputy Conservator,  
Cochin Port Trust,  
Cochin 682009.  
Kerala, India.

Dear Sir,

We \_\_\_\_\_

do hereby confirm that Mr./Ms./Messrs \_\_\_\_\_ **[INSERT NAME AND ADDRESS]**, whose signature is given below, is /are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you against Tender for **“Dry docking and allied repairs of Cochin Port Trust’s Tug Vallarpadam ”- Tender No. MD/HM/TUG VALLARPADAM DD /2022**

We confirm that we shall be bound by all and whatsoever our said agents shall commit.

Signature of the authorized person:

Name & Designation :

Yours faithfully,

Signature, name and seal of the certifying authority

**Annexure-4**

**COCHIN PORT TRUST**

**“Dry docking and allied repairs of Cochin Port Trust’s Tug Vallarpadam ”.**

**PROFORMA OF PRE-CONTRACT INTEGRITY PACT**

**General**

This Pre-Bid Pre-Contract Agreement (hereinafter called the Integrity Pact) is made on this the .....day of the month of ..... 2021, between the Board of Trustees of Cochin Port Trust acting through Shri.....

....., (Designation of the Officer), Cochin Port Trust (hereinafter called the 'EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s..... represented by Shri..... Chief Executive Officer (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'EMPLOYER' has invited Bids for the work of **“Dry docking and allied repairs of Cochin Port Trust’s Tug Vallarpadam”** (hereinafter referred to as the **“Work”**) and the BIDDER is submitting his Bid for the Work and

WHEREAS the BIDDER is a Private Limited company/Public Limited company/Government undertaking/registered partnership firm constituted in accordance with the relevant law in the matter and the 'EMPLOYER' is Cochin Port Trust.

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 the currency of the contract to be entered into with a view to:-

Enabling BIDDERS 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 also abstain from bribing and other corrupt practices and the 'EMPLOYER' will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**1. Commitments of the 'EMPLOYER'**

1.1. The 'EMPLOYER' undertakes that no official of the 'EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the

contract.

- 1.2. The 'EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3. All the officials of the 'EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'EMPLOYER' and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the 'EMPLOYER' the proceedings under the contract would not be stalled.

### **3. Commitments of BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract and in particular commit itself to the following:-

- 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3. \* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4. \* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5. \* The BIDDER further confirms and declares to the 'EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'EMPLOYER' or alternatively, if any relative of an officer of the 'EMPLOYER' has financial interest/stake in the bidder's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'EMPLOYER'.

#### **4. Previous Transgression**

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Bid Security) and Security Deposit (Performance Guarantee)**

- 5.1 While submitting commercial Bid, the BIDDER shall deposit an amount of Rs.3,95,000/- as Earnest Money, with the 'BUYER/ EMPLOYER' through any of the instruments viz. Banker's Cheque or Demand Draft issued by Nationalized/ Scheduled banks, en-cashable at Cochin, drawn in favour of F.A. & C.A.O, Cochin Port Trust or Online payment through RTGS to the bank account of Cochin Port Trust as specified at Table 1.4 (ii).

- 5.2 In case of the successful BIDDER, a Performance Guarantee in the form of Bank Guarantee valid till 60 days after the end of defect liability period or any other mode or through any other instrument (to be specified in the Bid Document) will also be furnished to the BUYER/ EMPLOYER within 21 days of Letter of Acceptance of the Bid by the 'BUYER/ EMPLOYER.
- 5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the BUYER/ EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the 'BUYER/ EMPLOYER' to the BIDDER on Earnest Money/Security Deposit for the period of its currency.
- 5.5 EMPLOYER reserves its right to suspend the bidders from participating in the future tenders invited by EMPLOYER for a period of two years from the date of such Suspension Orders, under the following circumstances:

- (1) If after the opening of Tender, if the BIDDER withdraw or modify his Tender during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors.
- (2) After the award of work, if the BIDDER fails to furnish the required Performance Security or fails to sign the Contract, within the time limits specified in the Tender Document.

## 6. Sanctions for Violations

- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'EMPLOYER' to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - (ii) If after the opening of Tender, if the BIDDER withdraw or modify his Tender during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors **OR** After the award of work, if the BIDDER fails to furnish the required Performance Security or fails to sign the Contract, within the time limits specified in the Tender Document, the EMPLOYER reserves its right to suspend the BIDDER from participating in the future tenders invited by EMPLOYER for a period of two years from the date of such Suspension Orders.
  - (iii) The Performance Security (after the Contract is signed) shall stand forfeited either fully or partially, as decided by the EMPLOYER and the EMPLOYER shall not be required to assign the reason therefore.

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

- (iv) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (v) If the EMPLOYER has terminated the Contract according to Section -4, or if the EMPLOYER is entitled to terminate the contract according to Section -4, the EMPLOYER shall be entitled to demand and recover from the CONTRACTOR, liquidated damages equivalent to 5% of the Contract Value , or the amount equivalent to Performance Security , whichever is higher.

The BIDDER agrees and undertakes to pay the said amounts, without protest or demur, subject only to the condition that, if the BIDDER /Contractor can prove and establish that the termination of the Contract after the Contract award has caused no damage or less damage than the amount of liquidated damages , the BIDDER/Contractor shall compensate the EMPLOYER, only to the extent of the damage in the amount proved.

- (vi) To debar the BIDDER from participating in future bidding processes of the EMPLOYER/Government of India for a minimum period of five years, which may be further extended at the discretion of the 'EMPLOYER'
  - (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (viii) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'EMPLOYER' resulting from such cancellation/rescission and the ' EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 6.2. The 'EMPLOYER' will be entitled to take all or any of the actions mentioned at para 6.1(i) to (viii) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3. In case of a final decision by the EMPLOYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER, it shall be binding and therefore, notified to the BIDDER forthwith . However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact in appeal, under intimation to the EMPLOYER, within a period not later than of one month of the date of such notification . In such cases, the decision of the Independent Monitor(s) will be final, conclusive and binding on both the BIDDER and the EMPLOYER.

## 7. **Fall Clause**

- 7.1. The BIDDER undertakes that it has not performed/is not performing similar work at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar project was performed by the BIDDER to any other Ministry/Department of the Government of India

or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the 'EMPLOYER', if the contract has already been concluded.

“**Similar Work**” means a Contract with similar location, scope of work, terms and conditions of Contract and such other aspects which would have material effect on the bid price.

## **8. Independent Monitors**

8.1. The 'EMPLOYER' has appointed the following Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

- 1) Shri. M J Joseph, ICAS (Rtd.)  
37, Da Costa Square  
3<sup>rd</sup> Cross, Cooke Town  
Bangalore – 560 084  
Email: [mohan.joseph@gmail.com](mailto:mohan.joseph@gmail.com)
- 2) Shri. Punati Sridhar, IFoS ( Retd)  
8C, Block -4, 14-C Cross,  
MCHS Colony , HSR 6<sup>th</sup> Sector,  
Bangalore -560102  
Email ID : poonatis@gmail.com

8.2. 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.

8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/bidding, including minutes of meetings.

8.5. 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 EMPLOYER,

8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Contract documentation of the EMPLOYER, including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Contract documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7. The EMPLOYER, will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8. The Monitor will submit a written report to the designated Authority of BUYER/ EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by the EMPLOYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this pact or payment of commission, the EMPLOYER or its agencies shall be entitled to examine all the documents including the

Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**10. Law and Place of Jurisdiction**

10.1. This Pact is subject to Indian Law.' The place of performance and jurisdiction is the seat of the EMPLOYER

10.2. The person signing this IP shall not approach the Courts while representing the matters to Monitors and he/she shall wait for the decision of Monitors in the matter.

**Other Legal Actions**

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

**11. Validity**

12.1. The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the EMPLOYER and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at \_\_\_ on \_\_\_

EMPLOYER

Name of the Officer .

Designation

Cochin Port Trust

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

BIDDER

Name of Authorised Official of Bidder

Designation

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_.

\* Provisions of these clauses would need to be amended/ deleted in line with the policy of the EMPLOYER in regard to involvement of Indian agents of foreign bidders.

**Annexure – 5**  
**COCHIN PORT TRUST**

**“Dry docking and allied repairs of Cochin Port Trust’s Tug Vallarpadam ”.**

**DETAILS OF SIMILAR WORKS COMPLETED BY THE TENDERER**  
**DURING THE LAST SEVEN YEARS ENDING 28-02-2022**

Sl. No.	Work Order No.& date, by whom issued and brief description of work	Vessel name & Principle particulars (LOA, Breadth & GRT), name and address of the Yard/Dry dock where the repairs are carried out.	Total work order value and completion cost (in INR).	Actual date of commencement of work	Actual date of completion of work	Delays , if any	Client’s complete address with e-mail address and phone number of contact person
1	2	3	4	5	6	7	8
1							
2							
3							

Note: Bidder shall enclose copies of each work orders & completion certificate issued by Client, certified by a Notary Public or equivalent certifying authority.

**SIGNATURE OF TENDERER**

**Annexure- 6**

**COCHIN PORT TRUST**

**“Dry docking and allied repairs of Cochin Port Trust’s Tug Vallarpadam ”.**

**FINANCIAL CAPABILITY**

**AVERAGE ANNUAL TURNOVER OF THE BIDDER**

<b>Turnover (INR)</b>			
<b>Year 1</b> [2018 – 19]	<b>Year 2</b> [2019 – 20]	<b>Year 3</b> [2020 – 21]	<b>Average of</b> <b>3 years</b>

**Instructions:**

- 1) The Bidder shall provide audited Annual Reports / Audited financial statements such as Balance Sheets and Profit & Loss Account statements as required under this Bid Document.
- 2) Annual Turnover of the Bidder shall be submitted duly verified by Chartered Accountant or Competent Authority.

**Certified by**  
**Chartered Accountant**

**SIGNATURE OF BIDDER**

**COCHIN PORT TRUST**

**“Dry docking and allied repairs of Cochin Port Trust’s Tug Vallarpadam ”.**

DETAILS OF DRY-DOCK FACILITIES OF THE TENDERER WHERE THE REPAIRS OF COCHIN PORT TRUST’S TUG VALLARPADAM ARE PROPOSED TO BE CARRIED OUT IN CASE THE CONTRACT IS AWARDED

Sl. No.	Name and address of the Yard where the Dry-dock is situated and state whether owned by tenderer or leased by the Tenderer. (furnish copy of lease agreement, if applicable)	Principle particulars dry-dock (Length, Breadth & Draft at Dock Entrance, Draft Inside Dock and <b>minimum block height 1.5 m</b> ) of the Dry-Dock	Date of commissioning of the Dry-dock	Particulars of Largest vessel docked in the Dry-dock with date of docking.(LOA, Breadth & GRT)
1	2	3	4	5
1				

**SIGNATURE OF TENDERER**

(in the letter head of M/s. Voith)

**TO WHOM SO EVER IT MAY CONCERNED**

This is to confirm that M/s.....(Name & address of the Shipyard) have successfully carried out complete overhauling of Voith Propulsion System of the Tug.....( name of the Tug) in their ship yard located at .....(location of the Shipyard) during the month of ....., (month) in the year.....

As per our records, the bollard pull of the said Tug is .....Tons.

For Voith

Dated:

(Signature of authorised Representative)

**COCHIN PORT TRUST**

**“Dry docking and allied repairs of Cochin Port Trust’s Tug Vallarpadam ”.**

**ORGANIZATION DETAILS**

- 1) Name of Applicant :
- 2) Name of the Owner :
- 3) Address :
- 4) Telephone No. :
- 5) E-mail id [2 nos.] :
- 6) Fax No. :
- 7) Description of Applicant with details :  
(for e.g. Individual, Partnership, Limited Company etc)
- 8) Registration details :
- 9) Name and address of bankers :
- 10) Number of years of experience as a Ship Repair Yard :
- 11) Name and address of the companies/ Sub-Contractors who will be involved in the execution of Works, namely: :
- 12) Attach organization chart showing the structure of the company including names of Directors/ Key Personnel at Head Office who would be responsible for the project.

**SIGNATURE OF BIDDER**

**COCHIN PORT TRUST**

**“Dry docking and allied repairs of Cochin Port Trust’s Tug Vallarpadam ”.**

CONCURRENT COMMITMENTS

Sl.No	Full postal address of client & Name of Officer- in-Charge with Fax/telephone No.	Description of the work.	Value of contract	Date of commencement of work.	Scheduled completion period (months)	% completion as on date
1						
2						
3						

**SIGNATURE OF TENDERER**

**COCHIN PORT TRUST**

**“Dry docking and allied repairs of Cochin Port Trust’s Tug Vallarpadam ”.**

**DECLARATION  
(to be furnished in Rs.500/- Stamp Paper)**

We M/s (*Name & address of the bidder*) hereby declare that:-

1. No conditions are incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.
2. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
3. We disclose with that we have \* made / not made payments or propose to be made to any intermediaries (agents) etc. in connection with the bid.
4. We do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the above bid. Port Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port’s tender document and the one submitted by the tenderer, the Port’s document shall prevail.
5. We do hereby confirm that we have not been blacklisted or debarred by any Central/ State Government/ agency of Central/ State Government/ Public Sector Undertaking/ Regulatory Authority of India at the time of submission of this bid.
6. We do hereby confirm our acceptance that :-
  - (i) All the costs, risks and responsibility of the Tug during the execution of the Contract (ie. Commencing from the date of taking over of the Tug from the Employer by the Contractor for repairs of the vessel to till delivery of the Tug back to the Employer at Employer’s premises after satisfactory completion of all the works as per the Scope of Work of the Contract), shall be entirely vest with the Contractor.
  - (ii) The Employer is entitled to receive all the insurance claims in whole that may be sanctioned by the underwriters pertaining to any damages/mishaps that may have caused to the vessel during the execution of the Contract (ie. commencing from the date of taking over of the Tug from the Employer by the Contractor for repairs of the vessel to till delivery of the Tug back to the Employer at Employer’s premises after satisfactory completion of all the works as per the Scope of Work of the Contract).
  - (iii) The Contractor is wholly responsible to make good all the losses/damages that may be suffered by the Employer due to occurrence of any untoward incident (s), whatsoever it may be, at any stage during the execution the Contract, at the cost and risk of the Contractor. If the actual losses/damages suffered by the Employer due to occurrence of any such event, is wholly/partly not covered under insurance, such losses/damages suffered by the Employer shall be fully compensated by the Contractor at his cost and risk.

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

- (v) In case termination of the Contract either by Employer or Contractor, the Contractor is liable to safely transit and handover the Tug to the Employer at Cochin Port Trust premises as per the terms of Termination of the Contract.

Signature

(Authorised Signatory)

***\* Note: Delete whichever is not applicable.***

**COCHIN PORT TRUST**

**“Dry docking and allied repairs of Cochin Port Trust’s Tug Vallarpadam ”.**

**FORM OF BID**

**To**

The Board of Trustees,  
Cochin Port Trust

**Through**

The Deputy Conservator  
Cochin Port Trust, Cochin -9

Tender for **the “Dry docking and allied repairs of Cochin Port Trust’s Tug Vallarpadam”**)

I/We have read and examined the Notice inviting tenders, Instructions to tenderers, Form of Agreement, General Conditions of Contract, Special Conditions of Contract, Scope of Work & Technical Specification, Bill of Quantities & other documents and rules referred to in the General Conditions of Contract and all other contents in the tender document.

I/We hereby tender for the execution of the work specified in the under written memorandum at the rates specified in the schedule attached hereto and in accordance in all respects with the specifications designs, drawings and instructions in writing referred to in the Scope of Work and Technical Specification mentioned under Section IV of the Tender Document and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as applicable.

**MEMORANDUM**

- |   |   |   |
|---|---|---|
| a) General description of work  | : | Dry docking and allied repairs of Cochin Port Trust’s Tug Vallarpadam.  |
| b) Estimated Amount put to Tender.  | : | <b>Rs. 395.00 Lakhs</b> (Rupees Three Hundred and ninety five Lakhs only) excluding GST   |
| b) Earnest Money  | : | Rs 3,95,000/-   |
| c) Security Deposit   | : | 3% of the value of the contract awarded or the value of the work done whichever is higher.  |
| d) Completion Period of work from the date of receipt of Letter of Acceptance | : | <b>a.</b> For Shipyards located outside the Cochin Port Water Limits: Total completion period is 93 days from the date of receipt of Employers’ Letter of Acceptance (LoA) by Contractor but not later than 30-07-2022 as detailed in |

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

Special Conditions of Contract which includes 60 days of repair period in Dry dock and afloat repairs.

**b.** For Shipyards located within the Cochin Port Water Limits: Total completion period 60 (sixty) days from the date of receipt of Employers' Letter of Acceptance (LoA) by Contractor but not later than 12-07-2022.

(\***Strike out whichever is not applicable**)

I/ We agree to keep the tender open for 90 days from the due date of submission and not to make any modifications in its terms and conditions.

Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable or in default thereof the cost and consequence of which shall be to the sole account of the tenderer and upon such an event the Board shall have full right to claim damages. I/We fully accept that, in the event of default, I/We will be suspended and shall not be eligible to participate in the Tenders invited by Cochin Port Trust, for a period of Two years from the date of such Suspension Orders.

Dated the ..... day of ..... 20....

Signature of the Tenderer

Address :  
Witness :  
Address :  
Occupation :

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

**ACCEPTANCE**

The above tender ( as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Board of Trustees for a sum of Rs..... (Rupees.....)

The letters referred to below shall form part of this Contract Agreement

- a) ..
- b) ..
- c)

Dated.....

**Deputy Conservator  
Cochin Port Trust**

**COCHIN PORT TRUST**

**CONTRACT DATA**

Items marked “N/A” do not apply in this Contract.

Sl. No.	Description	Reference Clause No. in GCC												
1	<i>The following documents are also part of the Contract</i>													
	The Schedule of other Contractors : <b>N/A</b>	(8.2)												
	The Schedule of Key personnel: N/A	(9)												
	<table border="1"> <thead> <tr> <th>Qualification of Staff</th> <th>No.</th> <th>Min. Experience (Years)</th> <th>Rate of recovery in case of non compliance</th> </tr> </thead> <tbody> <tr> <td>i) Graduate Engineer</td> <td></td> <td></td> <td></td> </tr> <tr> <td>ii) Graduate Engineer <b>or</b> Diploma Engineer</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Qualification of Staff	No.	Min. Experience (Years)	Rate of recovery in case of non compliance	i) Graduate Engineer				ii) Graduate Engineer <b>or</b> Diploma Engineer				
Qualification of Staff	No.	Min. Experience (Years)	Rate of recovery in case of non compliance											
i) Graduate Engineer														
ii) Graduate Engineer <b>or</b> Diploma Engineer														
2	The Employer is	(1)												
	<b>The Board of Trustees, Cochin Port Trust, Cochin -9.</b>													
	Name of Authorized Representative:													
	Name : <b>Dr. M. Beena, Chairperson, Cochin Port Trust, Cochin -9.</b>													
3	Tendering Authority is													
	Name : Capt. Joseph J Alapat, Deputy Conservator, Cochin Port Trust, Cochin -9.													
	Name of Nominee is : <b>Will be notified in LoA</b>													
4	Name of Contract :- <b>Dry docking and allied repairs of Cochin Port Trust’s Tug Vallarpadam , Tender No. MD/HM/TUG VALLARPADAM DD/2022</b>	(1)												
5	Copies of Contract Agreement shall be furnished by the Contractor : 7 Copies	(7.1)												
6	Tender Document and other data are available at Cochin Port web site, central public procurement Portal and e –tendering portal. (i) www.cochinport.gov.in (ii) <b>www.eprocure.gov.in/cppp</b> (iii) tenderwizard.com/COPT	(7.2)												

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

Sl. No.	Description	Reference Clause No. in GCC																					
7	<p>The Intended Completion Date for the whole of the Work with the following milestones is :</p> <p><b>a. For Shipyards located outside the Cochin Port Water Limits:</b> Total completion period is 93 days from the date of receipt of Employers' Letter of Acceptance (LoA) by Contractor but not later than 30-07-2022 as detailed in Special Conditions of Contract which includes 60 days of repair period in Dry dock and afloat repairs.</p> <p><b>b. For Shipyards located within the Cochin Port Water Limits:</b> Total completion period 60 (sixty) days from the date of receipt of Employers' Letter of Acceptance (LoA) by Contractor but not later than 12-07-2022. (Strike out whichever is not applicable)</p>	(17, 29, 49) of GCC and Clause 9 under Section III Special Conditions of Contract																					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Physical Works to be completed</th> <th style="width: 50%;">Milestone applicable for ( a )</th> <th style="width: 50%;">Milestone applicable for ( b )</th> </tr> </thead> <tbody> <tr> <td>Taking over the vessel from CoPT, sailing and dry-docking of the vessel at Contractor's Yard.</td> <td style="text-align: center;">16 days</td> <td style="text-align: center;">.</td> </tr> <tr> <td>Completion of repairs at Dry dock and undocking the vessel.</td> <td style="text-align: center;">45 days</td> <td style="text-align: center;">45 days</td> </tr> <tr> <td>Completion of afloat repairs (satisfactory completion of entire repairs)</td> <td style="text-align: center;">15 days</td> <td style="text-align: center;">15 days</td> </tr> <tr> <td>Sailing from Contractor's premises and arrival at CoPT</td> <td style="text-align: center;">14 days</td> <td></td> </tr> <tr> <td>Acceptance of the vessel by CoPT after joint survey.</td> <td style="text-align: center;">3 days</td> <td></td> </tr> <tr> <td>Total completion period of the Contract from the date handing over of the vessel at CoPT/Contractor's Yard as applicable as per the tender conditions.</td> <td style="text-align: center;">93 days</td> <td style="text-align: center;">60 days</td> </tr> </tbody> </table>	Physical Works to be completed	Milestone applicable for ( a )	Milestone applicable for ( b )	Taking over the vessel from CoPT, sailing and dry-docking of the vessel at Contractor's Yard.	16 days	.	Completion of repairs at Dry dock and undocking the vessel.	45 days	45 days	Completion of afloat repairs (satisfactory completion of entire repairs)	15 days	15 days	Sailing from Contractor's premises and arrival at CoPT	14 days		Acceptance of the vessel by CoPT after joint survey.	3 days		Total completion period of the Contract from the date handing over of the vessel at CoPT/Contractor's Yard as applicable as per the tender conditions.	93 days	60 days	
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	<p>The activity wise schedule needs to be submitted by the Contractor within <b>14 days</b> of receipt of LoA from CoPT or before 14 days prior to docking of the vessel. This need to be strictly followed for the timely completion of the project.</p>																						
8	<p>The following shall form part of the Contract Document:</p> <ol style="list-style-type: none"> <li>(1) Form of Agreement</li> <li>(2) Letter of Acceptance</li> <li>(3) Bill of Quantities</li> <li>(4) Contractor's Bid</li> <li>(5) Correspondence exchanged after the opening of the Bid and before the issue of Letter of Acceptance by which the Condition of Contract are amended, varied or</li> </ol>	(2.3)																					

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

Sl. No.	Description	Reference Clause No. in GCC
	<p>modified in any way by mutual consent (to be enumerated).</p> <p>(6) Contract Data</p> <p>(7) Conditions of Contract</p> <p>(8) General Description and Special Conditions of Contract</p> <p>(9) Scope of work and Technical Specifications</p> <p>(10) Drawings, vessel specifications; and</p> <p>(11) Any other documents listed in the Contract Data as forming part of the Contract.</p>	
9	The activity wise schedule needs to be submitted by the Contractor within <b>14 days</b> of receipt of LoA from CoPT or before 14 days prior to docking of the vessl. This need to be strictly followed for the timely completion of the project.	(27)
10	Minimum time required by Cochin Port Trust to hand over the vessel to the Contractor for repairs: Within 7 days after the issuance of LoA	(21)
11	a) The start date of completion period shall be counted from: (i) the date of handing over of the vessel to the Contractor at CoPT in the case of 7 (a) above and (ii) from the date of handing over of the vessel at Contractor's Yard in the case of 7 (b).	(1)
12	The Defects Liability Period is six months <b>from the date of satisfactory completion of entire Work as per the Scope of Work &amp; Technical Specification.</b>	(36)
13	The minimum insurance cover for the Vessel during the stay of the vessel at Contractor's Dry-dock/Yard is: <b>Rs.23,62,50,000/- .</b>	(13)
14	The following events shall also be Compensation Events: N/A	(44)
15	The period between Programme updates shall be <b>7 days.</b>	(27)
16	The language of the Contract documents is <b>English.</b>	(3)
17	The law, which applies to the Contract, is the law of Union of India.	(3)
18	The currency of the Contract is <b>Indian Rupees.</b>	(46)
19	The maximum amount of Liquidated Damages for the whole of the Works is <b>10%</b> of the contract price.	(49)
20	The amounts of the advance payments :	(51)
	The advance payments as applicable to the contract are: <b>NA</b>	

**SIGNATURE OF BIDDER**

**COCHIN PORT TRUST**

**“Dry docking and allied repairs of Cochin Port Trust’s Tug Vallarpadam ”.**

**FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT**

1	Name and full address of the beneficiary	
2	Credit Account No. (Should be full 14 digit)	
3	Account Type (SB or CA or OD)	
4	Name of the Bank	
5	Branch (Full address with telephone No.)	
6	MICR code (Should be 9 digit)	
7	Telephone/Mobile/Fax No. of the beneficiary	Telephone:
		Mobile :
		Fax :
8	Cancelled Cheque	

Signature of the Tenderer with seal

**COCHIN PORT TRUST**

**FORM OF AGREEMENT**

*TO BE EXECUTED ON KERALA STAMP PAPER (Rs.200/-)*

AGREEMENT NO. .... OF.....

This agreement is made at Cochin this the-----day of -----, Two  
Thousand----- between.....represented by Sri.....  
Aged.....years, son of Sri..... Residing at  
.....(House name and  
No.) .....  
..... District  
..... State .....

----- (hereinafter referred to as “The Contractor” which expression shall  
include their successors, assignees and administrators) of the one part AND the Board of  
Trustees of Port of Cochin, Willingdon Island, Cochin-9, a body constituted under “Major  
Port Trust Act 1963” represented by The Deputy Conservator (hereinafter referred to as  
“The Employer” which expression shall include their successors, assignees and  
administrators in the office) of the other part.

Whereas the “Employer” had called for the tenders for the work of “Dry docking and allied  
repairs of Cochin Port Trust’s Tug Vallarpadam ” and  
the Contractor had submitted a tender for the same giving the rates subject to the terms  
and conditions etc. And whereas the said tender of the Contractor has been accepted by  
the Employer and a Letter of Acceptance/Work Order No.....  
dated..... has been issued to the Contractor accepting their tender subject to  
Instructions to Tenderer, General Conditions of Contract, Special Conditions of Contract,  
Scope of Work & Technical Specification and such other Contract Documents. And as  
per one of the terms of the above Letter of Acceptance/Work Order, an agreement has to  
be executed between the Contractor and the Employer.

NOW THESE PRESENTS WITNESES AS FOLLOWS:

The Contractor hereby agrees to execute the work of “Dry docking and allied repairs of  
Cochin Port Trust’s Tug Vallarpadam ” as described in the schedule, its annexure etc. at  
the rates shown there under subject to Instructions to Tenderer, General Conditions of  
Contract, Special Conditions of Contract, Scope of Work & Technical Specification and  
such other Contract Documents all hereunto annexed within ..... days from the date  
of receipt of Work Order or in default to forfeit and pay to the employer the sum of  
money mentioned in the said conditions.

The Contractor has furnished a Bank Guarantee for Rs..... (Rupees. Only)  
vide Bank Guarantee No..... dated..... from.....Bank in lieu of  
Security Deposit for the due and proper fulfillment of the contract. The Contractor further  
agrees that the aforesaid Bank Guarantee will be kept valid until two months beyond the  
expiry of Defect liability period. The Contractor also agrees that the Bank Guarantee  
furnished in lieu of Security Deposit for the due and proper fulfillment of the contract will  
be suitably enhanced so as to cover 3% of cost of any additional items/works that may be

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

required for the proper completion of the contract or otherwise the employer can deduct such additional amounts towards Security Deposit from the Contractor's bills.

The following documents shall be deemed to form and be read and construed as part of this agreement viz:

*(list of relevant documents- will be furnished by Port)*

The Conditions given in the Letter of Acceptance/Work Order dated..... shall override the general conditions given in the tender document, wherever they differ. Any of the counter terms and conditions of the Contractor shall not be taken as terms and conditions of this contract/ agreement unless the Trustees in writing specifically agree to it.

IN WITNESS WHEREOF THE CONTRACTOR hereunto set his hand and seal And on behalf of the Board of Trustees of Port of Cochin, The Deputy Conservator has set his hand and seal and common seal of Trustees as has been hereunto affixed the day and year first written above.

Signed, sealed and delivered by Shri. .... of M/s .....

CONTRACTOR

-----

(COMMON SEAL OF THE FIRM)

Signed and affixed seal in the presence of:  
Signature with address:  
Signature with address:

Signed, sealed and  
delivered by the Deputy  
Conservator ,  
Cochin Port Trust on behalf of

E

EMPLOYER Board of Trustees of Port of Cochin.

Signed and affixed the  
common Seal of Board  
of Trustees of the

Port of Cochin in the  
presence of  
1)  
2)

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE/**

**SECURITY DEPOSIT**

*(To be executed on non-judicial Stamp Paper of appropriate value)*

*[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]*

In consideration of the Board of Trustees of the Port of *[insert name of Port]* incorporated by the Major Port Trusts Act, 1963 as amended by Major Port Trust (Amendment) Act 1974 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Trustees of the Port of *[insert name of Port]*, its successors and assigns) having agreed to exempt \_\_\_\_\_ (hereinafter called the "Contractor")

(Name of the Contractor/s)  
from the demand under the terms and conditions of the Contract, vide \_\_\_\_\_ 's letter No. \_\_\_\_\_

(Name of the Department)  
date \_\_\_\_\_ made between the Contractors and the Board for execution of \_\_\_\_\_ covered under Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgement of Government Promissory Loan Notes for the due fulfillment by the said Contractors of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only we, the (Name of the Bank and \_\_\_\_\_ Address) \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as "the Bank") at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered by or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract.

2. We, \_\_\_\_\_, \_\_\_\_\_, do hereby  
(Name of Bank) (Name of Branch)  
undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract or by reason of the Contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only.

3. We, \_\_\_\_\_ (Name of Bank and Branch) \_\_\_\_\_, undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

4. We, \_\_\_\_\_(Name of Bank and Branch) further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the

\_\_\_\_\_  
(Name of the user department)

of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, \_\_\_\_\_ further agree with the Board  
(Name of Bank and Branch)

that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. It is also hereby agreed that the Courts in Kochi would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

8. We, \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

9. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_ only);

b) this Bank Guarantee shall be valid upto \_\_\_\_\*\_\_\_\_\_; and

c) we are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (date of expiry of Guarantee).”

Date \_\_\_\_\_ day of \_\_\_\_\_ 20

For (Name of Bank)  
(Name)  
Signature

NO CLAIM CERTIFICATE

(On Company Letterhead)  
To,  
(Contract Executing Officer)  
Cochin Port Trust

Sub: **Contract Agreement No ----- dated -----for .....**

We have received the sum of Rs. (Rupees \_\_\_\_\_ only)  
in full and final settlement of all the payments due from Cochin Port Trust for  
..... under the abovementioned contract agreement, between us and Cochin Port  
Trust. We hereby unconditionally, and without any reservation whatsoever, certify that with  
this payment, we shall have no claim, whatsoever of any description, on any account, against  
Cochin Port Trust, against aforesaid Contract Agreement executed by us.

Yours faithfully,

Signatures of Contractor or  
Officer authorized to sign the Contract Documents  
On behalf of the Contractor  
(Company Stamp)

Date:  
Place:

**COCHIN PORT TRUST**

**MARINE DEPARTMENT**

“DRY DOCKING AND ALLIED REPAIRS OF COCHIN PORT TRUST’S TUG  
VALLARPADAM ”

**SECTION –II**

**COCHIN PORT TRUST**

**GENERAL CONDITIONS OF CONTRACT - PARTS A – G  
(ATTACHED SEPARATELY)**

<b>Sl. No.</b>	<b>Part</b>	<b>DESCRIPTION</b>	<b>Page No.</b>
1	A	Part A - General	CC 5
2	B	Part B - Time Control	CC 14
3	C	Part C - Quality Control	CC 16
4	D	Part D - Cost Control	CC 17
5	E	Part E - Finishing the Contract	CC 26
6	F	Part F - Labour Laws and Miscellaneous Clauses	CC 29
7	G	Part G - Salient features of some major laws applicable to establishments engaged in construction Work.	CC 40

**COCHIN PORT TRUST**

**MARINE DEPARTMENT**

**SECTION –III**

**COCHIN PORT TRUST**

**SPECIAL CONDITIONS OF CONTRACT**

<b>SL. NO.</b>	<b>CLAUSE/ SECTIONS</b>	<b>DESCRIPTION</b>	<b>PAGE NO.</b>
1	1	General	63
2	2	Rates for Various Items	63
3	3	Additional Works	63
4	4	Measurements of Work Done	64
5	5	Liquidated Damages	65
6	6	Care of Works	65
7	7	Procurement of materials	65
8	8	Work on Sundays and holidays	65
9	9	Completion Period	65
10	10	Accommodation, Transport and Medical Facility of vessel crew for sailing	66
11	11	Adequacy of work force	66
12	12	Personal Protective Equipments	66
13	13	Conduct	67
14	14	Watch & Ward	67
15	15	Officer in-charge	67
16	16	Accommodation, transportation, food and entry passes of CoPT Staff	67
17	17	Tests and Inspection	67
18	18	Scraps	68
19	19	Responsibility of Tug during contract period	68
20	20	Insurance Claims	68
21	21	Actual damages to be compensated by the Contractor	68
22	23	Modifications to General Conditions of Contract (GCC)	68

**SECTION –III**  
**COCHIN PORT TRUST**  
**SPECIAL CONDITIONS OF CONTRACT**

**1. General:**

- 1.1 Special Conditions shall be read in conjunction with the General Conditions of Contract, Scope of Work, Specifications, Drawings and any other document forming part of this Contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the documents into these separate section and volume every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3 Where any portion of the General Conditions of Contract (GCC) is repugnant to or at variance with any provision of the Special Conditions, the provisions of the Special Conditions shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy of variations, prevail.
- 1.4 The parties shall be governed by the laws of India and exclusive jurisdiction of the courts at Ernakulam.

**2. Rates for Various Items:**

- 2.1 The rates /lumpsum amount as applicable shall except in so far as the contract otherwise provides, cover all obligations of the Contractor under this contract and all matters and things necessary for the proper completion and maintenance of the Works. The rates / lumpsum amount quoted for each item shall be all inclusive value of the finished Work as per Scope of Work, drawings and specifications and shall cover the cost of all temporary Works, appliances, materials, both for the Works and temporary Works, labour and all other matter in connection with each item quoted for.
- 2.2 The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the Works and of the rates and prices stated in the Schedule of Quantities.

**3. Additional works:**

- 3.1. The Deputy Conservator, with due approval of competent authority, may make any changes in the quality or quantity of the work or any part thereof that may, in their opinion, be necessary and for that purpose, the Chief Engineer of the vessel shall have the power to order the Contractor to do and the Contractor shall do any of the following:
  - a) Increase or decrease or split the quantity of work included in the contract,
  - b) Omit any such work,
  - c) Change the character, quality or kind of any such work,
  - d) Change the dimensions of any such work,
- 3.2. Execution of additional works of any kind which is necessary to be completed under the contract, and during this dry docking repair period:

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

- (i) Where the rate is available in the accepted Bill of Quantities and the same is applicable to the additional works, additional work orders will be issued by vessel Chief Engineer for the same. In such cases, the Contractor is required to indicate the additional time requirement, if any for above additional works and the Engineer in-charge will examine the case and accordingly issue time extension.
- (ii) If the rate for additional work is not available in the **accepted Bill of Quantities** and not specified in the Scope of Work, which is noticed after dry docking the vessel, under water inspection and IRS survey, which is necessary to be completed during this dry docking period, additional work requisition will be issued by vessel Chief Engineer. The contractor shall submit an additional quotation for the additional works showing lowest rate and additional time required, if any over and above the completion period indicated in the tender, for the same to the Chief Engineer. **In such cases, charges for additional works including labour, materials and spares only needs to be quoted. Charges for additional stay at dry dock/afloat repairs at yard for daily basis will be paid separately as per initial quoted rates for the same.** After scrutiny, mutual discussion and negotiation with contractor's representative, additional work orders will be issued for such additional works by Deputy Conservator.
- (iii) The Contractor is required to indicate, in the respective offer, the time required for completion of each of the additional work from the date of approval of additional work quotation by the Employer. The Contractor shall also indicate whether the said additional work can be completed within the stipulated overall completion period of the whole work of the Contract. If not, the additional time required for completion of the additional work beyond the stipulated completion period of the Contract, shall be indicated. Cochin Port Trust shall examine the merit of each case and extension of time shall be accordingly granted at the time of issuing work orders for additional works.

#### **4. Measurements of Work Done:**

- 4.1. In addition to the Clause-26 of GCC- 'Computerized Measurement Book', measurement of the Work can also be done as detailed below:
- 4.2. Engineer in-charge shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the Contract of Work done.
- 4.3. All measurement of all items having financial value shall be entered in Work Completion Certificate (WCC) so that a complete record is obtained of all Works performed under the Contract.
- 4.4. All measurements of completed works shall be taken jointly by the Engineer in-charge or his authorized representative and by the Contractor or his authorised representative from time to time immediately on completion of specific line item as per the BOQ during the progress of the Work and such measurements/WCC shall be signed and dated by the Engineer's Nominee and the Contractor or their representatives in token of their acceptance.
- 4.5. The Contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary to the Engineer in-charge for measurements/assessment of quantum of work completed.
- 4.6. Work completion Certificate (WCC) pertaining to each work as per the work order/contract agreement /additional work orders shall be duly signed by the Contractor's authorized representative and Engineer-in charge of work nominated by the Employer. (WCC of each work shall be prepared and signed by the representatives

of Contractor and Employer on satisfactory completion of each and every work then and there to avoid any delay in sailing of the vessel on account of signing of WCC by the representatives of both the parties.). Final invoice shall be prepared by the Contractor based on the actual quantity of work done indicated in the WCC mutually signed by both the parties.

## 5. Liquidated Damages

- 5.1. All the line items of works as per the Scope Work/BOQ shall be completed within a period as quoted in the BOQ by the Contractor and accepted by CoPT and mentioned in the Work Orders, failing which LD shall be levied.
- 5.2. In case of delay in completion of entire work as per the Scope of Work as indicated above, LD shall be levied and collected as per clause 49 of GCC. However, the ceiling on the amount of LD payable by the Contractor, shall not exceed 10 (ten) percentage of the contract price for the whole of the Works.
- 5.3. For levying LD as per Clause-49 of General Conditions of Contract, the employer is not required to have documentary evidence to quantify or prove the losses suffered by the Employer due to delay in completion of Work by the Contractor, as per Agreement conditions.

## 6. Care of Works

From the commencement to the completion of the Work the Contractor shall take full responsibility for the care of the Work and his employees in connection with the Work thereof and in case any damage, loss or injury shall happen to the Works or any part thereof or to any temporary Work from any cause whatsoever (save and except the excepted risks as defined in clause 12.2 of General Conditions of Contract), the contractor shall at his own cost repair and make good the same so that the Work shall be completed in good order and in conformity in every respect with requirement of the contract. In the event of any such damage, loss or injury happening from any of the excepted risks, the Contractor shall if and to the extent required by the Engineer-in-Charge, make good the same as aforesaid and it will not be to the account of the Board.

## 7. Procurement of materials:-

- 7.1. The Contractor must make his own arrangements for timely procurement of all materials, machinery, equipments etc. of specified or approved quality required by him for the efficient and regular execution of the works comprised in this Contract from manufacturers and suppliers concerned. Delay in supply of any of these materials etc. will not be taken as an excuse for not completing the contract within the stipulated period.
- 7.2. **Spares for overhauling of one number Voith Propulsion System will be procured and supplied to the Contractor by Cochin Port on CoPT account.**

8. Work on Sundays and holidays: Works shall be carried out on Sundays and other holidays with the sanction in writing of the Chief Engineer/ the officer concerned.

## 9. Completion Period:-

Entire activities pertaining to the dry-docking repairs of the Tug shall be satisfactorily completed by the Contractor as per the following Schedule:-

Sl. No.	Activity	Completion period (days)	Counted from
1	Taking over of the vessel from CoPT,	16	From the date of handing

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

	sailing and Dry docking of the Vessel at Contractor's Dry-dock.		over the vessel to the Contractor by CoPT(vessel should be docked not later than <b>14-05-2022</b> )
2	Completion of repairs at Dry-dock and undocking the vessel	45	From the date of docking of the vessel.
3	Afloat Repairs (satisfactory completion of entire repairs)	15	From the date of undocking.
4	Sailing from Contractor's premises and arrival at CoPT	14	From the date of satisfactory completion of entire repairs.
5	Acceptance of vessel by CoPT after joint survey.	3	From the arrival of the vessel at CoPT premises.
6	Total completion period of Contract	93	From the date of handing over of the vessel to the Contractor by CoPT <b>but not later than 30-07-2022.</b>

**Note:**

**Total repair period at Contractor's Yard should not be exceeded 60 days. Total completion period for activities mentioned at Sl. No.(1) and (4) above should not be exceeded 30 days.**

**If the yard is inside CoPT water limit, the total repair period will be reckoned from the day the vessel reached at the contractor's yard. (Refer the clauses above). In such case, transit days are not applicable and the same may be mentioned as zero in the price bid during submission bid.**

**(In any case, the vessel should be dry-docked on or before 14-05-2022)**

Total repair period indicated above shall be in continuous running days, including components of works indicated and shall be including Saturdays, Sundays and Local & National holidays.

10. Accommodation, Transport and Medical Facility of vessel crew deployed by Contractor :

The tenderer, at his own responsibility and cost shall arrange statutory approvals for sailing, insurance, accommodation, food, water, other personal needs, transport, gate pass, and medical treatment etc of his crew /staff/ workers during the entire contract period. CoPT is not responsible for the above arrangements, loss, accident, death etc of contractors people during the contract period.

11. The contractor should deploy sufficient number of working groups consisting of skilled workers and supervisors simultaneously to carry out the work. Supervisors must be qualified, experienced and must have capability and responsibility to interact with Port Officers.

**12. PERSONAL PROTECTIVE EQUIPMENT: (PPE)**

The tenderer shall be solely responsible, at his own cost, for the supply of required PPE to

his workers and staff and he shall also ensure the use of PPE such as helmets, nose masks, hand gloves etc. by his staff at the vessel and the yard during sailing /repairs

**13. CONDUCT:**

The tenderer, at all times during execution of the contract, shall take all measures, to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the vessel/site and for the preservation of peace and protection of persons and property at the work site as well as in the neighborhood of the works. **The contractor may depute a project Manager for this contract, enabling Chief Engineer of the vessel to contact in a single point manner for easy communication.**

**14. WATCH AND WARD:**

During the execution of the contract, it shall be the responsibility of the contractor to arrange watch and ward, fire and safety persons and other safety measures as per rules at his own expense during this entire contract period.

**15. ENGINEER IN-CHARGE:**

The works at yard shall be carried out as per instruction of the Engineer in-charge of the Contract. All Work Completion Certificates will be signed by the Engineer-in-charge of the Contract as nominated by the Employer. Name of Engineer in-charge will be indicated in the Employer's Letter of Acceptance.

**16. Accommodation, transportation, food and entry passes of CoPT Staff**

If the contractors repair yard is outside Kochi, the contractor has to provide proper decent accommodation and food for the Chief engineer, Master and other engineers and crew who are deputed from Cochin Port Trust for this repair period for supervision of the work. Cost of same will be borne by CoPT. To and fro transportation for above CoPT staff from their accommodation to yard shall be arranged by the contractor at Contractor's **cost**. Maximum number of **CoPT staff deputed for this repair period is 10**. All entry passes to yard for CoPT representatives also be arranged by the contractor free of cost.

The Contractor shall arrange toilet facility for the vessel staff at Contractor's Yard (Applicable for irrespective of location of Yard).

**17. TESTS & INSPECTIONS:**

- 1. Right to Inspect:** The Deputy Conservator or his representatives shall have the right to inspect the work being carried out under this contract and to test the goods or services to ascertain their conformity to the specifications.
- 2. Right to Reject:** If any inspected or tested goods and/or services fail to conform to the specifications, the Deputy Conservator or his representative may reject them, and the Contractor shall either replace them or make all necessary alterations to meet the requirements of the specifications, without any additional cost to CoPT.

3. **Right to Reject at Site:** The Deputy Conservator's right to inspect, test, and where necessary, reject the goods and/or services after arrival at the site of installation, shall in no way be limited or waived by reason of the goods or services having been previously inspected, tested and passed by the Deputy Conservator or his representative prior to the dispatch of goods from elsewhere.
18. **Scraps:** All the metal/pipe scraps, waste oil, any old machineries, damaged spares, other unusable scraps etc, which are not required by the vessel Chief Engineer/Master are to be cleared, handled and disposed by the contractor at his own cost, considered which are contractors asset. **While quoting the contract price, the cost of such scraps also may considered.**
19. All the costs, risks and responsibility of the Tug during the execution of the Contract (ie. will be commenced from the date of taking over of the Tug from the Employer at Employer's premises by the Contractor for repairs of the vessel to till delivery of the Tug back to the Employer at Employer's premises after satisfactory completion of all the works as per the Scope of Work of the Contract), shall be entirely vest with the Contractor.
20. The Employer is entitled to receive all the insurance claims in whole that may be sanctioned by the underwriters pertaining to any damages/mishaps that may be caused to the vessel during the execution of the Contract (ie. will be commenced from the date of taking over of the Tug from the Employer at Employer's premises by the Contractor for repairs of the vessel to till delivery of the Tug back to the Employer at Employer's premises after satisfactory completion of all the works as per the Scope of Work of the Contract).
21. The Contractor is wholly responsible to make good all the losses/damages that may be suffered by the Employer due to occurrence of any untoward incident (s), whatsoever, it may be, at any stage during the execution the Contract, at the cost and risk of the Contractor. If the actual losses/damages suffered by the Employer due to occurrence of any such event, is wholly/partly not covered under insurance, such losses/damages suffered by the Employer shall be fully compensated by the Contractor at his cost and risk. The Contractor is required to furnish an undertaking to this effect, at the time of submission of his bid as per the format attached as Annexure-10.

## **22. Modifications to General Conditions of Contract (GCC)**

**The following clauses of GCC shall be replaced and modified as below.**

### **22.1. Definitions**

The following Definitions are modified as given below:

The **Completion Date** is the date of completion of the Works as certified by the Engineer or his nominee in accordance with Sub Clause **56.1**

"Initial Contract Price" means the grand total amount arrived at by multiplying the rate of each line item in the Bill of Quantity (BOQ) and the quantity of corresponding line item without GST.

"Yard/Site" means the ship repair yard, land, dry-docks, workshops, buildings, offices,

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

godowns, bonded warehouses etc. on, under, in or through which the works are to be executed or carried out and any places used for the purpose of the contract.

Tug/Vessel means the Tug Vallarpadam owned by Cochin Port Trust.

Works/Repairs/Dry-docking means dry-docking repairs, afloat repairs and all other related services associated with the repair of Tug Vallarpadam.

The "Drawings" shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Deputy Conservator and any further drawing submitted by the contractor with his tender and duly signed by him and accepted or approved by the Deputy Conservator and all other drawings supplied or furnished by the contractors or by the Deputy Conservator in accordance with these contract conditions

“Engineer/Engineer-in-charge” : means an Officer of Cochin Port Trust as nominated by the Employer, to be in-charge of the works of this tender.

"Specifications" means the specification referred to in the tender documents if any and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Employer.

“Deputy Conservator” shall mean the Deputy Conservator of Cochin Port Trust and includes any officer who is authorized on his behalf for the purpose of this contract.

“Tender” means the offer of the contractor along with all other relevant documents as referred to in the contract.

“Chief Engineer” shall mean Chief Engineer of the vessel( Tug) .

22.2. Clause 8 Sub-contracting is modified as follows :-

The Contractor may engage sub-contractors if so desired by him, to carry out part of the works such as supply of materials, equipments, sub-assemblies etc. However, the Dry-docking and allied repairs shall be carried out only at Contractor’s premises/facilities as indicated in his offer. Contractor shall be solely responsible and liable for the successful execution of this Contract, even if certain parts of works are done through sub-contractors.

22.3. Clause 9. ‘Personnel’ is deleted.

22.4. Clause 10, 11 and 12 are deleted

22.5. Sub-Clause 13.1 under Clause 13 INSURANCE is modified as follows:-

- (i) The vessel should be covered under insurance (Dock Yard liability Policy/Ship Repair’s liability policy) during the repair period at Contractor’s Yard (i.e. from the date of arrival of the Tug at contractor’s yard till the date of sailing of the vessel from contractor’s yard after completion of repairs) for the full value of the vessel as indicated in the Letter of Acceptance /work order of Employer to cover all the risks during the entire repair period, at Contractor’s cost. A copy of the above policy shall be submitted to Deputy Conservator, CoPT at least 7 days before taking over the vessel from CoPT for repairs.
- (ii) Contractor shall cover all the risks to his Yard, Machineries, Equipments, Tools and the personnel engaged by the Contractor for the execution of Contract through appropriate Insurance Policy. The Employer shall not be held responsible for any loss/damage/accidents to Contractor’s properties and accident/death/disability to Contractor’s personnel.

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

(iii) Contractor's Yard, Machineries, Equipments, Tools and the personnel engaged by the Contractor for the execution of Contract shall be covered under insurance against loss/damages/accidents/disability/death etc as applicable.

22.6. Clause 14 'Site Investigation Reports' is deleted.

22.7. Clause 16 'Contractor to Construct the Works' is modified as follows:-

' Contractor to take over the Tug, undertake the repairs and deliver Tug  
Subject to and in accordance with the provisions of this Contract, the Contractor shall (a) Take over the Tug Vallarpadam owned by Cochin Port Trust at Employer's premises and transit her to Contractor's Dry-dock Repair Facilities at Contractor's cost and risk, (b) Carrying out the repairs of the Tug in Contractor's Dry Dock Facilities as per the detailed Repair list attached in the tender document and as per the additional work orders issued based on recommendations of IRS during the survey at Contractor's yard, (c) Carry out Operational Trials of the repaired machineries/equipments of the Tug at Contractors' premises on satisfactory completion of repairs/IRS Survey and (d) Transit the Tug from Contractor's premises to Cochin Port Trust at Contractor's cost and risk and hand over safely to Cochin Port Trust.

22.8. Clause 18 Approval by the Engineer or his nominee is deleted.

22.9. Clause 19, Safety The following sub-clause is added as 19.2

"All safety protection / precaution as per Statutory and Regulatory requirements for the safety of the vessel, crew, workmen, supervisors and materials during to and fro sailing and repair period are to be provided by the contractor."

22.10. Clause 20 'Discoveries' is deleted.

22.11. Clause 21, Possession of the Site is substituted by

'Take over of the Tug by Contractor for repairs'

- (i) The Contractor shall take over the vessel from CoPT after completing the following requirements at his cost :
- (1) Mandatory permissions from Statutory bodies for sailing the vessel from CoPT to Contractor's yard (Furnish copies of all mandatory certificates and Crew list to CoPT);
  - (2) Provide manning as per the minimum safe manning document of the vessel;
  - (3) Carryout joint survey of the vessel to assess the quantity of fuel, lubricating oil, spares/stores, tools, equipments etc.
  - (4) Deputation of Crew to CoPT in advance for familiarising the operation of the vessel;
  - (5) Issue take over certificate signed by the Authorised official of the contractor.
  - (6) Arranging bunkers, lube oil, fresh water, stores etc. required for the sailing of the vessel to Contractors Yard at his cost.

22.12. Sub clause (ii) of Clause 25 'Settlement of Dispute & Arbitration' is substituted as below:

'Except where the decision has become final, binding and conclusive in terms of Sub-para (i) any disputes or differences between the parties shall be referred for adjudication through

arbitration by a sole arbitrator appointed by the employer or his authorized representative.'

22.13. Clause 25 'Settlement of Dispute & Arbitration' the following paragraph is added as 25 (iii)

**“Settlement of Disputes through Conciliation**

In the event of any dispute or differences between the parties which could not be resolved amicably by mutual consultations/Arbitration, then the Chairman of Cochin Port Trust may refer such unresolved disputes or differences to a Conciliation Committee/Council comprising of independent subject experts, set up by the Port Trust to enable speedy disposal of pending/new cases. Recourse to such conciliation shall be open before, during or after the arbitration proceedings. The award of the Conciliation Committee/Council, if agreed by both the parties, shall then be placed for consideration of the Board of Trustees of Cochin Port subject to the delegation of powers.”

22.14. Clause 26 Computerised Measurement Book is deleted.

22.15. Part B.TIME CONTROL, Clause 27. Program, the following wording is deleted from Sub-clause 27.1 “along with monthly cash flow forecast”

22.16. Clause 29. 'Extension of Intended Completion Date,

22.17. Sub-Clause 29.2 the time limit of 21 days mentioned in the above sub-clause is modified as '7 days'

22.18. Sub-clause 29.3 the time limit of 14 days mentioned in the Sub-clause is modified as '7 days'

22.19. The following Sub-clause is added as 29.4

The time duration indicated in the Original Programme of work furnished by the Contractor for each components of work should be realistic, based on the quantum of work involved. During the execution of work, every effort shall be made by the Contractor to adhere to the time-lines of each activity as per the original programme so as to ensure that the entire work is completed within the offered Completion date. Deviation to the original time lines of each activity will be considered as Contractor's default unless the extra time taken by that activity is acceptable to the Employer on account of additional works were required to be carried out, if any.

22.20. C. QUALITY CONTROL

The following sub-clause is added as “34.2” under Clause 34, Identify Defects

All materials, equipment and workmanship used and employed in carrying out this contract shall be to the entire satisfaction of the CoPT. Any portion or portions of materials, equipment or any of the works done under this contract which may be considered to be defective or unsatisfactory or not in accordance with the said specifications and plans and the requirements, which they shall reject and shall be replaced to the satisfaction of CoPT at the sole expense of the Contractor.

22.21. The following sub-clause is added as “34.3” under Clause 34, Identify Defects:

All the equipment, components, accessories etc. used if any for repairs shall be brand new and readily available in open market. All items offered shall be as per approved quality and

standards and IRS approved as per class requirement. They shall be of such design, size and material as to function satisfactorily under the rated conditions of operation and to withstand the environmental conditions at site. The type test certificates, routine test certificates and acceptance test certificates are also to be submitted. The Contractor shall execute in the best and most workmen like manner all works according to the true intent and meaning of the specifications of the contract and complete the same to the entire satisfaction of the CoPT.

22.22. The following sub-clause is added as “34.4” under Clause 34, Identify Defects:

The Contractor shall also satisfy the Port Trust that adequate provision has been made (i) to carry out his instructions fully and with promptitude; (ii) to ensure that, parts/materials required to be inspected before use are not used before inspection and (iii) to prevent rejected parts being used in error. Where parts rejected by the Port Trust have been rectified or altered, such parts shall be segregated for separate inspection and approval before being used in the work.

22.23. Clause 43 Payments is modified as follows:-

**22.24. Clause 43 PAYMENT TERMS :**

43.1. Total Contract Price indicated in the Work Order issued by Cochin Port Trust to the Contractor, based on the rates quoted in the Bill of Quantities (BOQ) by the Contractor and accepted by Cochin Port Trust, will be considered for calculating the payment of installments except the balance/final payment. Payments shall be made by the Employer to the Contractor by installments at the times and in the manner indicated hereunder.

22.25. 43.2 The installments shall become due as follows:-

- (i) First installment of 15% of the total contract price indicated in the Work Order of Employer when the Tug reaches the Contractor's Yard for repairs.
- (ii) Second installment of 15% of the total contract price indicated in the Work Order of Employer when the Tug is safely dry-docked in the Contractor's Dry-dock;
- (iii) Third installment of 50% of the total contract price indicated in the Work Order of Employer, when all the repairs of the Tug are satisfactorily completed by the Contractor at Contractor's Yard as per the Scope Work of the Contract Agreement, as per the Class requirement and endorsement of vessel's certificate by Class.

22.26. 43.3 In order to release the above three installments, the Contractor has to complete the following requirements :-

- (a) Agreement between the Contractor and the Employer should have been executed and Performance Security furnished to the Employer as per the contractual requirements.
- (b) As soon as the work is advanced to the stage when an installment becomes due, the Contractor shall forward his original bill for the same together with a certificate issued by the Engineer-in-charge of work nominated by the Employer to the effect that the required stage of progress has been achieved, the Employer shall pay the amount within 21 days on receipt of such documents clear in all respects.
- (iv) Balance payment when the Tug is accepted by the Employer at Cochin Port premises on satisfactory completion of all the repairs as per the Employer's work

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

order/contract agreement. Balance payment will be worked out after considering the following :-

- (a) Value of work done based on the actual quantum of work carried out as per the rates quoted in the Bill of Quantities (BOQ) by the Contractor and accepted by Cochin Port Trust;
- (b) Value of additional works carried out if any as ordered by the Employer/Authorised representative during the execution of repairs, which are not covered in the line items specified in the Bill of Quantities;
- (c) Price deductions/adjustments applicable, if any in accordance with the various provisions of contract agreement;

In order to process the Balance payment, the Contractor has to complete the following requirements and furnish the documents thereon to the Employer :-

- (a) Work completion Certificate (WCC) pertaining to each work as per the work order/contract agreement /additional work orders duly signed by the Contractor's authorized representative and Engineer-in charge of work nominated by the Employer.
- (b) Satisfactory completion certificate issued by the Engineer-in charge of work nominated by the Employer to the effect that all the works are satisfactorily completed by the Contractor as per the Scope of work of the Contract Agreement and Class requirement.
- (c) Final Invoice in triplicate duly certified by the Engineer in –charge of the Contract nominated by the Employer.

**22.27. 43.4 General:-**

- (i) All the invoices raised by the Contractor pertaining to the Contract shall be addressed to the Deputy Conservator, Cochin Port Trust, Willingdon Island, Cochin -682 009.
- (ii) All the bank guarantees furnished by the Contractor in connection with the Contract shall be kept valid at the time of processing the stage payments/final payment.
- (iii) GST will be paid extra as applicable.
- (iv) **Income Tax Deduction:** Deduction of Income Tax shall be made from any amount payable to the Contractor as per the relevant provisions of the Income Tax Act.
- (v) **TDS under GST Law:** As per GST Notification No. 50/2018 dated 13.09.2018, TDS @ 2% will be deducted from any amount payable to the Contractor, where the total value of contract is more than Rs. 2.5 lakhs.
- (vi) Any penal interest, penalty or fine payable / paid by the contractor to the Tax Authorities on the Taxes and Duties shall not be paid / reimbursed by the CoPT under any circumstances.
- (vii) All payments to the Contractors will be released through RTGS / e-payments. The contractor is therefore required to furnish the relevant bank information for the same along with their invoices.
- (viii) All the interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer or his nominee relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any such subsequent certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-or his nominee-charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

- (ix) Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided, without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.
- (x) No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.
- (xi) If an amount certified is increased in a later certificate as a result of an award by the Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in the award. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- (xii) Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- (xiii) All payments to the Contractor under the contract shall unless otherwise stated elsewhere be made to the Contractor in Indian currency through e- payments through designated Bank.
- (xiv) Cochin Port Trust's Lien: Cochin Port Trust shall have lien on all or any moneys that may become due and payable to the contractor under these presents or in respect of any debt or sums that may become due and payable by Cochin Port Trust to the contractor either alone or jointly with another or others and either under this or under any other contact or transaction of any nature whatsoever between the Cochin Port Trust and the Contractor.

**22.28. Sub-Clause 44.1 of Clause 44 Compensation Events is modified as follows:-**

The following mutually agreed Compensation Events unless they are caused by the Contractor would be applicable:

- (a) The Engineer or his nominee orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

- (b) The Engineer or his nominee instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
- (c) The Engineer or his nominee gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety.
- (d) Any other Compensation Events listed in the Contract Data or mentioned in the contract.
- (e) Whenever any compensation event occurs, the Contractor will notify the Employer, within 3 days and provide a forecast cost of the compensation event.

Clause 50 Nominated sub-contractors is deleted.

Clause 51 Advance Payment- deleted.

**22.29. Section E, FINISHING THE CONTRACT:-**

**22.30. Clause 55 “Completion” is modified as follows:-**

**22.31. Work Completion Certificates (WCC)**

Immediately after satisfactory completion of each component of works as per the Bill of Quantities/ Scope of Work of work order and contract agreement /additional work orders, the Contractor shall prepare Work completion Certificate (WCC) pertaining to each of the works then and there and shall submit the same to the Engineer-in charge duly signed by the Contractor’s representative. After verification and satisfying himself, the Engineer-in-charge shall sign hand over the WCC back to the Contractor’s representative within a reasonable time. The Contractor should ensure that there shall not be any delay on his part for the preparation and submission of WCC to the Engineer in-charge of work and upon completion of repairs, sailing of the vessel from Contractor’s Yard shall not be delayed on account of signing of WCC by the representatives of both the parties.

**22.32. Work Completion Certificate for leaving the vessel from Contractor’s Yard:-**

When the work is over , the Contractor should remove all his temporary plants, tools, scraps etc. at his own expense and leave the vessel in a clear and tidy condition to the entire satisfaction of the CoPT representatives.

Forthwith after all the repairs to the vessel are satisfactorily completed and trails of various equipments and machineries are successfully completed as per the contractual requirements and IRS Classification Society requirements as applicable, the Employer will issue a completion certificate to the Contractor to the effect that all the repairs at Contractor’s yard has been satisfactorily completed. Upon receipt of the above certificate, the Contractor may complete the remaining formalities for sailing of the vessel from Contractor’s premises. The Contractor shall not be allowed to transport the vessel to Cochin Port Trust till the Deputy Conservator or his authorised representative issues the Certificate as stated above.

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

All the required permissions from statutory authorities for the voyage and delivery of the vessel at Cochin Port should be obtained by the contractor at his own cost and time.

22.33. Clause 56 “Taking Over” under GCC is modified as follows:-

“Take over of the Vessel after repairs”

Immediately upon arrival of the vessel at Employer’s premises, the Contractor shall make arrangement at his cost to carry out the joint survey of the vessel. The survey shall be in the presence Engineer-in-charge. The following items shall be included in the joint survey report:

- (i) Fuel Oil remaining onboard the vessel;
- (ii) Lube Oil remaining On-board the vessel;
- (iii) Spares, Tools and Equipments

The Contractor shall complete the joint survey of the vessel and submit the joint survey report to the Employer within three days from the date of arrival of the vessel at Employer’s premises. The Contractor shall be responsible for the shortage if any, in the inventory of spares, Tools and Equipments available onboard the vessel at the time of joint survey and the cost of such shortcomings shall be recovered from the Contractor while releasing the final payment. Upon completion of joint survey, the Employer shall issue Take Over Certificate of the Tug to the Contractor. Date of take over certificate shall be only be considered as the final completion date of repairs of the vessel.

22.34. The following Clause is added as 57.2 under Clause 57, Final Account:

Settlement of Price on account of variation in quantities of Fuel and Lube Oil remaining onboard the Tug at the time of handing over of the Tug to the Contractor for repairs and acceptance of the Tug after satisfactory completion of repairs at Employer’s premises.

Joint survey will be carried out at Employers premises at the time of handing over of the Tug to the Contractor for repairs and also at the time of acceptance of the Tug by the Employer after satisfactory completion of repairs to assess the quantity of fuel, lubricating oil, spares/stores, tools, equipments etc. remaining onboard the vessel.

The Contractor is liable to pay the cost of fuel and lube oil remaining onboard the vessel at the time of taking over of the vessel for repairs at Employer’s premises by Contractor on the rates applicable as on the date of taking over of the vessel. The Employer is liable to pay the cost of fuel and lube oil remaining onboard the vessel at the time of acceptance of the vessel at Employer’s premises, after satisfactory completion of repairs, on the rates applicable as on the date of acceptance of the vessel. Payment/deduction as applicable on the above account will be adjusted at the time of settlement of final invoice.

**22.35. Clause 58, Submission of ‘As built Drawings’ is deleted.**

**22.36. Clause 59 Termination:**

**22.37. Sub-clause 59.5 is modified as follows:-**

Upon termination of the Contract either by Employer or Contractor, the Contractor is liable to safely transit and handover the Tug to the Employer at Cochin Port Trust premises at his own risk.

If the Contract is terminated at Employer's convenience or because of a fundamental breach of Contract by the Employer, incidental expenses in connection the voyage of the Vessel from the Contractor's Yard to Employer's premises will be reimbursed by the Employer to the Contractor.

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, all expenses in connection with the voyage of vessel from the Contractor's Yard to the Employer's premises shall be borne by the Contractor and Cochin Port Trust is entitled to encash all bank guarantees furnished against stage payment as well as performance guarantee.

**22.38. Sub-clause 60.2 under Clause 60, 'Payment upon Termination' is modified as follows:-**

If the Contract is terminated at Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer-in-charge or his nominee shall issue a certificate for the value of work already completed by the Contractor, reasonable cost for undocking if required, and safe transportation of the vessel from Contractor's Yard to Employer's premises, Contractor's cost/loss of profit on uncompleted works less advance payment received upto the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

Sub-Clause 61.1 of Clause 61 Property is modified as follows:

All materials/spares purchased and works carried out for which payments has been made to the Contractor by the Employer, are deemed to be the property of the Employer, if Contract is terminated because of a Contractor's default.

22.39. Sub-clause 62.1, of Clause 62, Release from Performance is deleted.

22.40. Sub-Clause 66.1 under Clause 66 Insurance of Works and Contractor's Equipment is deleted.

22.41. Sub-Clause 67.1 under Clause 67 War Risk Insurance is deleted.

22.42. Clause 68 Royalties is modified as follows:

22.43. Royalties on Patented Articles: The Contractor shall pay all royalties and other sums of money which shall be or become due or payable in respect of any patented, registered or protected article on design which shall be used by him in or about the construction of the system and shall at all times indemnify the Board and its officers and agents there from and from all actions, suits, demands and claims in respect of the said royalties and

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

other sums of money or any of them, and from all costs, charges, damages and expenses in any way arising there out or incidental thereto. In other words all intellectual property rights and laws shall be honoured and all liabilities there under including all expenses incidental thereto shall be met by the Contractor who shall be wholly responsible for the same, and the Board of Trustees of Cochin Port Trust not be liable and responsible in any manner.

22.44. Sub-Clause 69.1 under Clause 69 Transport of Contractor's Equipment or Temporary Works is deleted.

22.45. Sub-Clause 70.1 under Clause 70 Transport of materials or Plant is deleted.

22.46. Clause 74 Action where no specifications are specified

The wording "Bureau of Indian Standard Specifications" is substituted by "relevant standards applicable in Ship Building/Ship Repairs"

22.47. Sub-Clause 77.1 under Clause 77 Contractor's Temporary Works, office etc.' is deleted.

22.48. Clause 78 Water supply is deleted.

22.49. Clause 79, Power Supply is modified as follows:-

The electricity for lighting, welding, painting and other works in connection with the execution of contract shall be arranged by the Contractor at his Yard at his cost.

22.50. 80. Taxes and Duties

Clause 80 shall be modified as follows:

80.1 - Deleted

80.2 - Deleted

80.3 - Income Tax

The Contractor and his staff shall be responsible for payment of all personal Income Taxes to the concerned authorities as per the law in force from time to time. Deduction of Income Tax shall be made by the Employer from each certificate of payment to the Contractor at the rate of Income tax as applicable from time to time.

80.4 The Contractor shall comply with all the GST Regulations viz. timely uploading of bills, issue of debit/ credit notes etc. As per GST Notification No. 50/2018 dated 13.09.2018, TDS @ 2% will be deducted from any amount payable to the Contractor, where the total value of contract is more than Rs. 2.5 lakhs.

22.51. Clause 82 Safety Code is modified as follows:-

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

Contractor shall be bound to comply with all relevant regulations, codes and ordinance of the Government of India, State Government and local Municipal, Corporation concerned regarding safety. The Contractor is also responsible for observance of these rules by his sub-contractors.

The Contractor should ensure that they are complying with all the regulations under the Indian Electricity Act and relevant rules when they consume electricity. The Contractor shall follow but not limited to the following safety guidelines:

- (3) The contractors working in man holes or pits below the ground level must acquaint himself and advise his employees of the hazards of gas or liquid level and take proper precautions.
- (4) Open manholes must be protected by adequate barricade, Man hole covers should be replaced promptly when work is suspended.
- (5) Only qualified employees under the supervision of a qualified supervisor should be allowed to use oxy-acetylene equipment. Cylinders should be secured in upright position.
- (6) Electric welding should be done only by qualified welders under the supervision of qualified supervisor.
- (7) Welder should use adequate personal protective equipments while working. Arc welding should be done only after shielding the location.
- (8) Arc welding equipments should be properly earthed. While welding it should be ensured that no equipment forms part of the ground return.
- (9) Contractors should ensure that First Aid boxes are provided at work spot and should ensure proper medical care of injured persons.
- (10) Contractors should ensure that all the employees are equipped with proper protective equipments for the work they are entrusted with.
- (11) All the employees of the contractors should wear approved safety helmets depending on the work they are engaged in.
- (12) Only qualified and authorised employees should be allowed to operate the mobile cranes and other hoisting equipments.
- (13) While working at heights adequate scaffolding or staging should be used. While working at heights the workman should wear safety belts with adequate life lines.
- (14) Scaffoldings should be of a sound material securely fastened and should be capable of supporting 4 times the combines weight of men and material who may be working on them. Wooden planks used in scaffoldings should not be less than 10" wide, 2" thick should not extend beyond the outer supports by more than 12" nor less than 6". Guarding and the boards should be installed in all scaffolding which are 10" or more in height.
- (15) Workmen in charge of working squad be responsible for the safe loading and use of ropes, chains, cables slings, jacks, skids and other hoisting and lifting apparatus. In no case such equipments should be used unless and until the man in charge is satisfied that it is free from defects and are safe for use.
- (16) Before operating cranes, derrick or hoisting equipment, the operator should sound a warning and he should accept signals only from the authorized person for starting the work of raising, lowering and swinging loads. The Operator should stop immediately all operation on receiving signals from any one.
- (17) No workman should move near the cable under tension and within the angle formed by the ropes or cables. When anyone is found in the danger zone the Hoist operator should never place tension on rope or cable.

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

- (18) Care must be taken to see that cable chains and other hoisting equipments are not unduly stressed by improper use. All ropes, cables, chains, slings, etc. should be discarded when they were worn out or deteriorated to the point where their safe use may be doubtful. Chains and wire ropes should not be spliced or joined. New links should be inserted by competent persons. Wire ropes or cables should not be allowed to kink.
- (19) When applying U. Bolts and clips to cables, adequate number should be used. Hooks, rings and other fittings used on chains or cables should be of the carrying capacity higher than that of the chain or cable.
- (20) Adequate precautions should be taken during welding or gas cutting against hazards such as electric shocks, burns, fumes, fires, explosion and arc eyes.
- (21) Gauntlet gloves should be worn while on gas cutting. Outer cloth worn should be free from oil or grease.
- (22) Goggles or welder's helmets should be worn during welding.
- (23) Barriers should be erected to protect other persons in the vicinity from rays or electric arcs or welding flames.
- (24) Goggles should be worn while chipping the welding slag.
- (25) Adequate ventilation should be provided while welding or cutting in confined spaces.
- (26) When welding or gas cutting in elevated positions, precautions should be taken to prevent sparks of hot metal slag falling out to the people or to the flammable material below.
- (27) Before welding or cutting a pipe, tank or container, which carried flammable material, it should be thoroughly cleaned and gas freed and if necessary, 'Hot Work Certificate' from the Controller of Explosive should be obtained.

5.2. Clause 83, Port Trust Rules is modified as follows:-

While the Tug is in the custody of Contractor and in Cochin Harbour/any other Harbour during the Contract period, the Contractor shall observe the Conservancy Rules relating to the harbour and shall always take such necessary additional steps to keep the harbour waters free of noxious or unhygienic matters coming from the vessel as are required by the Employer. Under no circumstances shall inflammable materials be allowed to spill into the harbour waters.

The Contractor shall always observe and comply with the working rules and regulations of the Port Trust in force or as issued from time to time, while the Tug is in the custody of Contractor and is in Cochin Harbour/any other Harbour.

5.3. Clause 84 Execution of Work is deleted.

5.4. Clause 85 Drawings & Designs is deleted.

5.5. Clause 86 Monsoon Period is deleted.

5.6. Clause 87 Reports is deleted.

5.7. Clause 88 Completion Documents is deleted.

**SECTION –III**

**COCHIN PORT TRUST**

**SCOPE OF WORK & TECHNICAL SPECIFICATION**

3.1.The Contractor's Scope of Work of Tender for Dry Docking and Allied Repairs of the CoPT's Tug Vallarpadam consists of (a) Taking over of the Tug from Employer at Employer's premises and her transit to Contractor's Dry-dock Repair Facilities at Contractor's cost and risk (b) Carrying out the repairs in Contractor's Dry Dock Facilities as per the detailed Repair list attached in the tender document and as per the additional work orders issued based on recommendations of IRS during the survey at Contractor's yard (c) Operational Trials of the repaired machineries/equipments of the Tug at Contractors' premises on satisfactory completion of repairs/IRS Survey (d) Transit of Tug from Contractor's premises to Cochin Port Trust at Contractor's cost and risk and handing over to Cochin Port Trust. All statutory approvals if any, in connection with the execution of Contract shall under the Contractor's scope.

**Note: If the Contractor's Yard/Dry-dock is within Cochin Port Water Limits, the Scope of Work mentioned at item (b) and item (c) above are only applicable. In cases where the Contractor's Yard is within Cochin Port's Water limits, CoPT will hand over the vessel alongside the contractors berth at free of cost and viz versa.**

3.2.Detailed Scope of Work of each components are as furnished below:-

**(a) Taking over of the Tug from Employer at Employer's premises and her transit to Contractor's Dry-dock Repair Facilities at Contractor's cost and risk:**

The Contractor shall take over the vessel from CoPT after completing the following requirements at his cost :

- (i) Mandatory permissions from Statutory bodies for sailing the vessel from CoPT to Contractor's yard (Furnish copies of all mandatory certificates and Crew list to CoPT). **Any additional equipment as required for the designated voyage are to be provided by the Contractor at his cost and risk.**
  - (ii) Provide manning as per the minimum safe manning document of the vessel during the transit of the vessel from CoPT's premises to Contractor's Yard at Contractor's cost and risk. (same number of crew shall be maintained during the repair period also and they shall assist the Engineer in-charge during execution of repairs) ;
  - (iii) Carryout joint survey of the vessel to assess the quantity of fuel, lubricating oil, spares/stores, tools, equipments etc.
  - (iv) Deputation of Crew to CoPT in advance for familiarizing the operation of the vessel;
  - (v) Issue take over certificate signed by the Authorised official of the contractor
  - (vi) Arranging bunkers, lube oil, fresh water, stores etc. required for the sailing of the vessel to Contractors Yard at the cost of the Contractor.
  - (vii) Safe Transit of the vessel from Cochin Port Trust premises to the Contractor's Yard;
- (b) Carrying out the Dry Docking and Allied Repairs in Contractor's Dry Dock Facilities as per the detailed Repair list attached as **APPENDIX-I** of this Section and as per the

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

additional work orders issued during the execution of work, based on recommendations of IRS during the survey at Contractor's yard.

- (c) Operational Trials of the repaired machineries/equipments of the Tug at Contractors' premises on satisfactory completion of repairs/IRS Survey of each Machinery/equipment.
- (d) **Transit of Tug from Contractor's premises to Cochin Port Trust at Contractor's cost and risk and handing over to Cochin Port Trust.**

Before commencing the voyage of the vessel from the Contractor's Yard after completion of repairs, the Contractor shall complete the following requirements and furnish copies of relevant documents to CoPT:

- (i) Mandatory permissions from Statutory bodies for sailing the vessel from Contractor's Yard to CoPT premises (Furnish copies of all mandatory certificates and Crew list to CoPT). Any additional equipment as required for the designated voyage are to be provided by the Contractor at his cost and risk.
- (ii) Provide manning as per the minimum safe manning document of the vessel during the transit of the vessel from Contractor's Yard to CoPT's premises at Contractor's cost and risk.
- (iii) Arranging bunkers, lube oil, fresh water, stores etc. required for the sailing of the vessel to Cochin Port Trust at the cost of the Contractor.
- (iv) Safe Transit of the vessel from Contractor's Yard to Cochin Port Trust;
- (v) Carryout joint survey of the vessel to assess the quantity of fuel, lubricating oil, spares/stores, tools, equipments etc. on arrival at Cochin Port Trust.
- (vi) Handing over of vessel to Cochin Port Trust (Cochin Port Trust will issue take over certificate to the Contractor).

### 3.3.GENERAL:

- (1) All labour, materials/spares ( except Voith spares which will be supplied by CoPT) , dry docking charges and cost for consumables, manning, to and fro transit, vessel/ crew certification for required for sailing/repairs of the vessel which are applicable for each bidders shall be in the scope of the contractor.
- (2) For hot work, the surrounding area is to be completely cleaned, Gas freed and required No. of fire sentries be posted with fire extinguishers at yards account.
- (3) Security watches to be provided during entire repair period. The yards are required to follow ISPS Procedures during the entire repair period (transit and repair period) on account of Yard only.
- (4) **All Quoted cost shall be inclusive of staging, removal & refit charges.**
- (5) Sigma/ Hempel/Jotun / International Any other brand Marine Paints approved by Class shall be used. Only Tin free antifouling SPC is acceptable
- (6) Covering of Anodes for painting, staging and any other facility used will not be paid extra and are deemed to be included in the cost of painting and in above quotes.
- (7) All openings to be covered with polythene sheets, canvas covers in Engine Room, Bow thruster compartment and accommodation to ensure all the systems are well protected from grit/ copper slag prior to blasting.
- (8) Colour of all the paint coats shall be contrasting to enable differentiation between one coat and another
- (9) Paints materials, spares and all materials & tools required for repairs - Yard supply at

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

- yard's cost.
- (10) Yard shall rig up staging initially itself to inaccessible areas for taking up UTG and Blasting.
  - (11) Primer coating to be done on blasted areas without delay after blasting.
  - (12) All Blasting works are to be completed initially itself, so that the same activity shall not interfere with the other repairs.
  - (13) Steel plate renewal : Steel plates renewal includes associated beams, angles, stiffeners, etc., which requires renewal as per UTG report or as marked by Ship staff & Surveyor. The rate must be inclusive of staging with one coat of primer. All steel materials & welding rods used must be of Class approved ship building quality.
  - (14) UT gauge thickness measurement to be carried out on hull, hopper walls, deck plating, tank internals and overflow ducts. Crop and renew to be carried out, where thickness is below 20% of specified value or as per Ship staff/IRS surveyor recommendations.
  - (15) All the required areas to be UT gauged, examined on docking of the vessel within a week and freeze the scope of work in consultation with IRS/ Engineer in-charge.
  - (16) Cost of Staging will not be paid extra and staging cost deemed to be included in the cost of gauging/Steel renewals/painting and machinery works etc. in all Groups
  - (17) The quoted rates for all jobs should be inclusive of access works, in way jobs/ connected work, relevant works & associated jobs, staging, fire patrol, security, necessary equipment, tool and other preparatory works as required for doing each job including transportation of items for repairs and back.
  - (18) Temporary lighting, compressed air, ventilation fan and heating lamps provided for repairs, if any, shall be to the account of yard and will not be considered separately.
  - (19) Cement level to be made at the main deck edge with carry away pipes to keep the vessel's hull dry and free of dropping water while painting is in progress. Wooden plugs to be fitted to all scupper pipes before fitment of carry away pipes.
  - (20) All chemicals and consumables for degreasing & cleaning are Yard supply and at Yard cost.
  - (21) Tanks are to be ventilated by providing adequate number of blowers before man entry. No separate cost will be payable for this account,
  - (22) All welders of the Yard engaged in work including those employed by sub- contractors should have valid Certificates from IRS/LRS.
  - (23) All plates used must be Lloyds Grade-A or IS 2062 Grade B and serial number of plates with certificate must be submitted to Chief Engineer before fitment.
  - (24) All electrodes used and welding procedure must be approved by IRS. All welding equipment including cables & holders must be in a fit state for use. welding to be tested by DP/MPI/X-RAY as required by the Surveyors.
  - (25) Tanks in which steel renewal was done to be pressure tested as required by surveyors. No separate cost for staging, pressure testing of the tanks shall be allowed.
  - (26) For steel renewal, insulation may have to be removed, wherever required. Cables and electrical equipments must be protected with tin sheets and fireproof cloth while gas cutting/welding.

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

- (27) Proper precautions are to be taken by the yard while renewing steel plates below main engines, Aux. Engines, gear boxes and major equipments, draw bars etc to avoid any misalignments, sagging etc.
- (28) Yard to provide a detailed action plan along with Bar Chart and to quote steel grade, total steel quantity and renewals/ repairs to all locations with shell expansion drawings.
- (29) Steel renewals are to be clearly mentioned in Work Completion Certificate (i.e. Size of the plate renewal (Length, width & thickness), Number of plates renewed and Location of renewal etc. Accordingly, Certification to be obtained from CE. Lump sum quantities (for example: 500kgs or 2 tons renewed) will not be considered and such claims will not be accepted. Hence, proper care must be taken while preparing work completion certificates. No additional percentage (%) towards wastage/ bending etc shall be considered.
- (30) Pipe renewal to be clearly mentioned in WCC for each occasion like location of renewal, size of pipe renewal, length of pipe renewal and number of pipe fittings renewed. Accordingly, CE certification to be obtained. Lumpsum quantities (i.e. 50 dia -100 mtr renewed or 150mm dia - 50 mtr renewed) will not be considered and such claims will not be accepted. Hence, proper care must be taken while preparing Work done certificates. Renewal of pipeline less than one meter will be paid as one meter and above one meter will be paid as per actuals.
- (31) After overhauling of Voith Propulsion System,, the same has to be tested for trouble free operations. Defects including misalignment and oil leaks if any found are to be corrected by the yard at yards cost.
- (32) After repairs, all necessary items are to be tried out and shown to the IRS surveyor as required.  
Rate shall include sea trials of propulsion system etc. after completion of all repairs satisfactory trials to shown to ship staff.
- (33) OEM service engineers to be arranged by the yard if required at the cost of the Contractor.
- (34) All tools, special tools, jigs and fixtures which are required to arrange/provide by yard at their cost for carrying out jobs as per tender and no separate cost & time shall not be considered for the above.
- (35) In case of material purchase of above Rs. 10,000/- value made, supporting vouchers/bills, Copy of invoices may be enclosed with WCC.
- (36) SUPPLY OF GOODS:
- (a) Goods and Services: Where the Contract obligations include supply of goods, the goods shall mean all of the equipment, machinery, spares and / or other materials such as design, drawing, manuals and all such documents which the Contractor is required to supply to the Cochin Port Trust under the contract.
  - (b) Goods shall Confirm to Standard: The goods supplied under the contract shall conform to the standard mentioned in the technical specification. When no applicable standard is mentioned, it shall conform to the authoritative and latest standard appropriate to the goods.
- (37) Painting

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

- a) All paints shall be supplied by the Shipyard and are to be applied by airless spray. Air less spray machines shall be capable of generating sufficient pressure to fully atomize heavy coatings.
- b) All paints are to be applied only on clean and dry surfaces.
- c) Care should be taken with regard to allow able temperature and humidity condition which are to be strictly observed.
- d) All coatings are to be smoothly applied free from sags and runs.
- e) For paint coatings the specified minimum thickness are to be strictly adhered to.
- f) Deficiencies in film thinness are to be made up prior to the application of final coat, in order to avoid patched appearance.
- g) Painting job of hull, underwater and shell are to be undertaken as per the guidance of paint Manufacturer and their Service Engineer.
- h) Painting-colour of all the coats should be contrasting to enable differentiation between one coat and another.
- i) Painting – Paint certificate to be issued by paint Manufacturer and valid for 60 months.

(38) STEELRENEWAL:

All steel renewals as per the Surveyor's recommendation and as per ultrasonic thickness (UTG). Readings are to be countersigned by the Surveyors before and after repairs. The relevant reports are to be submitted to the ship's staff in three copies.

(39) ULTRA SONICGAUGING:

As soon as the vessel enters dock, the ultrasonic thickness gauging (UTG) of the ship's hull, decks, tank tops etc, to be taken, readings to be plotted as per respective drawings and submitted to Class Surveyor and Ship staff for record and reference.

(40) REMOVAL OF DEBRIS:

Yard shall arrange removal of debris, scrap and dirt generated from the vessel, arising out of repairs, at regular intervals during the repair. This will be on Yard's account and no separate payment will be made for this.

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

**APPENDIX-I**

**DRY DOCKING AND ALLIED REPAIRS:-**

Based on the assessment made by Cochin Port Trust, a list of repairs to be carried out during the dry docking period has been prepared and the details are as follows:-

Sl. No.	Description	Qty.	Unit
<b>1. GROUP-A DRY-DOCK HIRE AND SERVICE CHARGES</b>			
1.1	Dock blocks preparation as per docking plan	1	LS
1.2	i) First Day	1	Day
1.3	ii) Subsequent days required in dry dock.	45	Days
1.4	Charges for Removal & Repositioning of dock blocks for specific requirements ( to be approved by CoPT).	1	Nos
1.5	Wharfage- days required (Afloat repair period)	15	Days
1.6	Assisting for docking and undocking the Vessel including Mooring/Un mooring, line handling, pilotage etc	1	LS
1.7	300 Kwh/day continuous Shore power supply — (AC 50Hz. 3 phase, 415V/440V; 300 A including connection and disconnection charges. Cable – yard supply) for entire repair period. ( <i>yards to quote unit price</i> )	60	Days
1.8	Fresh Water supply to vessel fresh water hydrophore system for entire repair period. Working pressure 4bar,( <i>Yards to quote rate for 3 tons /day.</i> ) - including incoming connections with Braided hose (Hose yard supply)	60	Days
1.9	Providing sufficient supply of drinking water with dispenser (3dispenser-total 80 ltrs /day)	60	Days
1.10	Round the clock fire Patrol for entire vessel during repair period as per standard requirement.	60	Days
1.11	Galley refuse removal and disposal every week(Yard to quote number of weeks required and rate /week.)	9	Week
1.12	Gas freeing for inspection enclosed spaces by Shipyard Personnel including providing blowers etc and necessary arrangement for ventilation for additional works. (if required) .	1	LS
1.13	<b>Three numbers</b> of carry away pipes to be provided on sea discharges to prevent flow on shipside for entire repair period	60	Days
1.14	Heating lamps for standstill motors are to be provided (including cost of electricity used)to avoid moisture accumulation on motor windings.( <b>6 Lamps</b> )	60	Days
1.15	Supply of Fresh water for ballast tanks (Including connection & disconnection)	100	Ton
<b>NOTE :</b>			
1) For hot work, the surrounding area is to be completely cleaned and required No. of fire sentries be posted with fire extinguishers at yards account.			
2) Security watch if any provided during repair period will be on account of Yard only.			
3) All Quoted cost shall be inclusive of staging, removal& refit charges.			
<b>GROUP B : SURFACE PREPARATION, CLEANING &amp; PAINTING</b>			
Note: Sigma/ Hempel/ Jotun / international /Any other brand Marine Paints approved by Class may be used.			
Only Tin free antifouling SPC is acceptable			
<b>2</b>	<b>SURFACE PREPARATION AND PAINTING OF HULL EXTERIOR (UNDER WATER AREA)</b>		
Painting after surface preparation as follows. To be high pressure water washed.To grit blast			

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

/Copper slag blast /power clean to standard SA 2.5 & make completely rust and oil free after taking all the precautions. To paint with 6 coats of epoxy paints by air less spray (1 coats primer + 2 coats anticorrosive + 1 tie coat + 2 coats anti-fouling for under water /2 coats finish black for above water ) . Total under water area = 507 SqM . ie , <i>Shell plating under water- 360 SqM + Sea chest area (port &amp; stbd)- 12 sqm each + Painting of draft marks , ships name&amp; plimsol marks etc - 1 SqM + Voith guard plate area- 64SqM + Skeg area-28 SqM + Voith guard support frames - 30SqM</i> <i>Note: bottom surface of voith rotor casing is coated with ceramic. The surface should not be sand blasted or painted.</i>			
2.1	Rate for Power clean to ST3.0 standards	1	Sqm
2.2	High pressure water washing(150bars)to remove barnacles and Sea growths.	507	SqM
2.3	Carry out grit /Copper slag blasting up to bare metal (SA 2.5)	507	SqM
2.4	LP Water washing ordinary	507	SqM
2.5	Paint blasted areas with 1 coats Epoxy Primer at 60 Mic. DFT.	507	SqM
2.6	Apply 2 coats Tar Free anti corrosive 125 Mic. DFT on Total area. (Total 250 Mic DFT).	101 4	SqM
2.7	Apply 1 coat Tie coat 100 Mic. DFT on Total area.	507	SqM
2.8	Apply (Two coats) SPC.A/F (Tin free) of 125Mic.DFTeach. (Total 250 Mic DFT).	101 4	SqM
<b>SURFACE PREPARATION AND PAINTING OF HULL EXTERIOR (ABOVE WATER AREA) Total above water area- 150 SqM</b>			
2.9	High pressure water washing(150bars)	150	SqM
2.10	Carry out Copper slag/ grit blasting up to bare metal (SA2.5)	150	SqM
2.11	LP Water washing ordinary	150	SqM
2.12	Paint above areas with Epoxy Primer at 60 Mic. DFT.(1 COAT, Total - 60 Mic DFT)	150	SqM
2.13	Apply Tar Free anti corrosive 125 Mic. DFT on Total area. (2 COATS,Total 250 Mic DFT)	300	SqM
2.14	Apply 1 coat Tie coat 100 Mic. DFT on Total area.	150	SqM
2.15	Apply two coats of surface tolerant epoxy FINISHED BLACK 125 mic. DFT each. (2 COATS,Total 250 Mic DFT.)	300	SqM
<b>3.0</b>	<b>Main deck (190sqm)</b>		
3.1	High Pressure water washing (150 bar)	190	SqM
3.2	Copper Slag / Grit Blasting all areas ( SA 2.5)	190	SqM
3.3	LP Water washing ordinary	190	SqM
3.4	Apply 2 coats Epoxy Primer 50 mic. DFT ,Total 100 Mic DFT	380	SqM
3.5	Apply 2 coats of surface tolerant epoxy green 125 mic. DFT each. (Total 250 Mic DFT.)	380	SqM
<b>4.0</b>	<b>Bulwark area outside and inside including frames(200sqm)</b>		
4.1	High Pressure water washing(150 bar)	200	SqM
4.2	Carry out Copper slag / Grit blasting up to bare metal (SA2.5)	200	SqM
4.3	LP Water washing ordinary	200	SqM
4.4	Paint above areas with Epoxy Primer at 50 Mic. DFT.(2 COATS, Total - 100 Mic DFT)	400	SqM
4.5	Apply two coats of surface tolerant epoxy Grey/Black as applicable. 125 mic. DFT (Total 250 MicDFT). (Inboard side Gray and Out board including frames Black).	400	SqM
<b>5.0</b>	<b>Upper deck (68sqm),Wheelhouse around deck(25sqm),Wheelhouse top(32sqm) . Total 125sqm.</b>		
5.1	Chipping/power brushing/discing of rusted areas	30	SqM
5.2	Remove all oil, grease and foreign material by chemical cleaning (Including Cost of Chemical, supply by Yard)	30	SqM

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

5.3	H.P.Washing	125	SqM
5.4	Apply Epoxy Primer 100 Mic DFT	30	SqM
5.5	Apply two coats of surface tolerant epoxy green 125 mic DFT each. (Total 250 Mic.)	250	SqM
<b>6.0</b>	<b>Accomodation &amp; Super structure , Total area:290 SqM</b>		
6.1	Chipping/power brushing of rusted areas	50	SqM
6.2	Remove all oil, grease and foreign material by chemical cleaning if required (Including Cost of Chemical, supply by Yard)	50	SqM
6.3	H.P.Washing	290	SqM
6.4	Apply Epoxy Primer 100 Mic DFT	50	SqM
6.5	Apply two coats of surface tolerant epoxy dot white 125 mic DFT each. (Total 250 Mic.)	580	SqM
<b>7.0</b>	<b>Mast, Funnel, A frame, Crane, Rescue boat &amp; its davit; Total area :120 SqM</b>		
7.1	Chipping/power brushing of rusted areas	20	SqM
7.2	Remove all oil, grease and foreign material by chemical cleaning if required (Including Cost of Chemical, supply by Yard)	20	SqM
7.3	H.P.Washing	120	SqM
7.4	Apply 1 coat Epoxy Primer 100 Mic DFT	20	SqM
7.5	Apply two coats of surface tolerant epoxy white/black (as required) 125 mic DFT each. (Total 250 Mic.)(Orange paint for rescue boat, black for A frame, Heat resistant Aluminium paint for funnel pipe and dot white for the rest of structures)	240	SqM
<b>8.0</b>	<b>All deck fittings (bollards, capstan, blowers, air vents, Grills, hatches, ladders, hand rails ,Mushroom hoods, fire hydrants and its pipe lines, all other pipelines in deck(85sqm)</b>		
8.1	Chipping/power brushing of rusted areas	30	SqM
8.2	Remove all oil, grease and foreign material by chemical cleaning if required.(Including Cost of Chemical, supply by Yard)	20	SqM
8.3	H.P.Washing	85	SqM
8.4	Apply 1 coat Epoxy Primer 100 Mic DFT	30	SqM
8.5	Apply two coats of surface tolerant epoxy white/black/grey/red (as required) 125 mic DFT each. (Total 250 Mic.)(red paint for fire lines, hydrant & grills; black for bollards : rest all dot white)	170	SqM
<b>9.0</b>	<b>Inspection of ballast and fresh water tanks and painting with 2 coats of epoxy paint, after surface preparation (moping /chemical cleaning / wire brushing /power brushing -as required -make rust and oil free ). <u>fresh water tank should be painted with special grade epoxy paint (solvent free food grade)</u> used for drinking water tanks.Fore peak tank-160SqM;Aft pk tank- 180 SqM;F.W tank fwd p&amp;S- 160SqM;F.W tank aft p&amp;s - 100SqM: Total area -600 SqM</b>		
9.1	Remove and refit of manhole cover with new rubber packing	9	Nos
9.2	L.P.Washing	600	SqM
9.3	Chipping	200	SqM
9.4	Power/Wire brushing	200	SqM
9.5	Discing	200	SqM
9.6	Mopping with fresh water/cotton waste	600	SqM
9.7	Painting:- 1 coat primer touch up	200	SqM
9.8	Painting :- 2 coats compatible epoxy paints	120	SqM
		0	
<b>10.0</b>	<b>Chain locker inspection/painting. The Chain Locker to be cleaned, surface prepared (moping /chemical cleaning / wire brushing /power brushing -as required) make rust and oil free ,painted with two coats of paints by airless spray. (2 coats primer + 2 coats finish). (surface area 40 sqm each)</b>		
10.1	Total surface area 40 SqM x 2 nos	1	LS
<b>11.0</b>	<b>sea suction filter casing inside inspection /painting (p&amp;s)- 2 sqm each</b>		

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

11.1	Removal and refitment of seachest v/v filter(size :300x750x650 mm)	2	Nos
11.2	Removal and refitment of seachest v/v filter(size :250x710x630 mm)	2	Nos
11.3	Mud &water removal from filters	4	Nos
11.4	Internal cleaning ,scrapping &painting of filter	4	Nos
11.5	Cleaning of strainer (size 460x600mm)	2	Nos
11.6	Cleaning of strainer (size 440x580mm)	2	Nos
11.7	Repair of filter casing/Cutting of angles of chequered plates for removal of filters, if required	1	LS
<b>12.0</b>	<b>Engine room bilges&amp; frames- painting after surface preparation (moping /chemical cleaning / wire brushing /power brushing -as required -make it rust and oil free) with 2 coats of paint . (Area -460 SqM)</b>		
12.1	Removal of oily water/sludge/debris(qty. as per actual)	5	CuM
12.2	Scrapping	250	SqM
12.3	Power brushing	250	SqM.
12.4	Remove all oil, grease and foreign material by chemical cleaning if required.(Including Cost of Chemical, supply by Yard)	460	SqM
12.5	Fresh water mopping	460	SqM
12.6	Cleaning using cotton rag	460	SqM
12.7	Painting using epoxy paint 2 coats	920	SqM
12.8	Removal and refitment of pipe lines below floor plate as required	1	LS
12.9	Removal and refitment of Aluminium chequered plates	50	SqM
<b>13.0</b>	<b>Engine room tanks , inside painting after surface preparation (moping /chemical cleaning / wire brushing /power brushing -as required -make it rust and oil free) by with 2 coats of paint . (Total area-117 SqM) Bilge tank -40SqM;Dirty oil tk- 22SqM,Dispersant tank-15 SqM,Sewageholding tk- 20SqM;Foarm tank-20SqM(Total no of tanks -5 nos)</b>		
13.1	Removal of oily water/sludge/debris(qty. as per actual)	5	CuM
13.2	Scrapping	50	SqM
13.3	Power brushing	50	SqM
13.4	Remove all oil, grease and foreign material by chemical cleaning if required.(Including Cost of Chemical, supply by Yard)	100	SqM
13.5	Fresh water mopping	117	SqM
13.6	Cleaning using cotton rag	117	SqM
13.7	Painting using epoxy paint 2 coats	234	SqM
13.8	Remove and refit of manhole cover with new rubber packing	7	Nos
<b>14.0</b>	<b>Anchor chain ranging/painting (intermediate survey). - Both anchors are to be lowered, chipped, wire Brushed and cleaned. All joining shackles are to be opened and overhauled. All anchors and chains to be painted with two coats of coaltar epoxy paints. During the last calibration, it was observed that the wear down has reached its max limits for one of the segment of port anchor chain. So all such segments may have to be renewed this time. New chain segment to be arranged by yard.Both bitter end pins to be renewed (Yard supply).Chain spec - Dia- 22 mm,grade CC2, stud- link chain cable Proof load- 200 KN, breaking load -280 KN, Segment length - 27.5 m</b>		
14.1	anchor chain ranging & painting	1	LS
14.2	Renewal of bitter ends (yard supply)	2	Nos
14.3	Renewal of chain segment (New Chain Yard supply)	2	No
<b>15.0</b>	<b>Voith guard/skeg inspection /pressure testing.(with 2.5m water column pressure).Pitted areas to be repaired by welding/steel renewal as applicable.Protective float coating with lub oil of voith guard /skeg inside portion.Voith guard -2nos,Skeg- 1 No</b>		
15.1	Inspection/pr.testing of voith guard and skeg	1	LS
15.2	Voith guard/ skeg Steel renewal (if required)	1	TON

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

15.3	pressure Testing	1	Ls
15.4	Protective float coating	1	LS
16.0	<b>Sea chest grid cleaning. 6 Nos</b>		
16.1	Sea chest grid has to be removed for inspection, cleaned/ blasted and renewal of anodes, painted( with same procedure /scheme as underwater painting scheme and boxed back. Approx surface area 4 sqm.	6	Nos
16.2	Removal & renewal of compounds on locking nuts (Dia 25 mm; 15 mm long)	36	Nos
16.3	Retapping on holes and renewal of SS bolts,if required (size M12 x 50 mm)	10	Nos
17.0	<b>Inspection of Drain plugs of DB tanks</b>		
17.1	Removal of drain plugs ,thread and thread pad inspection	10	Nos
17.2	Vaccum testing of drain plugs	10	Nos
17.3	Cementing of drain plugs	10	Nos
18.0	<b>Zinc Anode renewal for hull /voith guard /skeg /voith rotor/sea chest.(Only 3.2 Kg hull anodes to be supplied by Yard,drawing attached).Existing anodes to be cut removed &amp; new anodes to be welded in place. After welding all anodes, anode lugs to be painted as per under water painting scheme (6 coats)</b>		
18.1	Zinc anode 3.2 kg net weight for hull (Yard supply)	30	Nos
18.2	Zinc anode 12 kg net weight for hull ( <b>Owner supply</b> )	20	Nos
18.3	Zinc anode 9.95 kg net weight for voith propeller ( <b>Owner supply</b> )	20	Nos
19	Inspection of waterspace of voith(P&S), surface prepared (moping /chemical cleaning /wire brushing /power brushing –as required ) and painting with 3 coats paint (as per under water area painting scheme) .The quantity mentioned below is only for one side.		
19.1	Removal of sea shell waste	1	Ton
19.2	Scrapping	60	SqM
19.3	Remove all oil, grease and foreign material by chemical cleaning if required.(Including Cost of Chemical, supply by Yard)	60	SqM
19.4	Cleaning using cotton waste	60	SqM
19.5	Epoxy painting 2 coats (Two coat primer)	120	Sqm
19.6	Anti fouling painting 2 coats	120	SqM
<b>GROUP - C :ENGINE ROOM/ MACHINERY</b>			
20.0	<b>Sea suction valves 4 nos, Overboard valves 12 nos, main fire pump sea suction valves - 2 nos. To remove, overhaul, offer to IRS surveyor for inspection/survey and fit back.</b>		
20.1	Cleaning and overhaul of main sea suction valve before and after filter, both port and stbd sides. Total 4 no's of gate valves of 300mm NB (Size 750 x 650 mm). Two no's valves are of gunmetal body (before filter). Other 2 valves (after filter) are of cast steel.	4	Nos
20.2	Cleaning and overhaul of main fire pump suction valve. 2 no's of butterfly valves of 250NB. (Size 710 x 630 mm)	2	Nos
20.3	Sea Water overboard valves for main engine (2 no's 100mm NB angle valve)	2	Nos
20.4	Overhauling 40 MM Globe valve for harbour DG	1	Nos
20.5	Overhauling 50 MM Globe valve for main DG's	2	Nos
20.6	Sea Water overboard valves for voith cooling (2 no's 50mm NB angle valve)	2	Nos
20.7	Fire pump (2 no's 80mm NB angle valve).	2	Nos
20.8	Sewage overboard (2 no's 100mm NB check storm v/v).	2	Nos
20.9	Oily bilge separator overboard (25mm NB angle valve).	1	Nos
<i>Note: If any of the above valves needs to be renewed, same to be supplied by yard</i>			
21	<b>Sea chest air blow valve overhaul.4 nos.To remove, overhaul, offer to IRS surveyor for inspection/survey and fit back.</b>		
21.1	4 no's 15mm NB globe valves for blowing air in sea chest.	4	Nos
21.2	4 no's of 65mm NB globe valves for air vent.	4	Nos
22	<b>The following valves in engine room to be overhauled .To remove, overhaul, offer to Chief Engineer for inspection and fit back.</b>		
22.1	Fresh water line valves from tanks to pump SDSL32 NB -8 nos( 4 Nos near	8	Nos

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

	tank and 4 nos in change over chest)		
22.2	32 NB SDSL valve in SW hydrophore system	1	Nos
22.3	25 NB SDSL valve in SW hydrophore system	4	Nos
22.4	25 NB SDNR valve in SW hydrophore system	2	Nos
<i>Note: If any of the above valves needs to be renewed , same to be supplied by yard</i>			
23	<b>SW filter (inside engine room) casing inside cleaning, inspection and painting .To remove,clean,inspect,repair if required,paint and fit back</b>		
23.1	100 NB, MS galvanised	2	Nos
23.2	80 NB, MS galvanised	3	Nos
23.3	50 NB, MS galvanised	2	Nos
23.4	40 NB, MS galvanised	1	Nos
<i>Note: If any of the above filter casing needs to be renewed , same to be supplied by yard</i>			
24	<p><b>General overhauling of One number VSP system including main seals renewal as per OEM repair procedure and under the supervision of OEM.)</b> (The yard must ensure machining / and other facility available for this kind of repair in consultation with OEM). The Yard shall furnish a certificate from OEM upon the completion of the work to the effect that, the work is carried out as per OEM repair procedure and under their supervision.</p> <p>VSP system spec: Make – Voith Turbo Schneider Propulsion GmbH &amp; Co KG,Germany ; Type –VSP GANESH 28R5/210-2 ; Serial No 3887 clockwise rotation and serial no 3888 counter clockwise rotation ; Blade length – 2.1.meter ; Gland ring dia – 300 mm ; Blade weight – 1013 kg ; 5 blades with a circle diameter of 2800 mm</p>		
24.1	Voith general/standard overhauling including main seal renewal and connected works as above( <b>Spares for overhauling will be supplied by owner</b> )	1	No
24.2	Recommendations of the service engineer during the previous docking to be carried out on port side voith . (The recommendations for Propeller No 3887, (port side) during the last drydocking were: 1. Blade no 1,3,4& 5 is near to max allowed clearance.It is recommended to renew upper bearing bush (client part no 1115) of all blades during next repair maintenance 2. Blade no 1,3,&4 blade upper blade brg(client part no 1107) is loosening on shaft and the clearance is 0.05mm .It should be interference (0.05 mm ~ 0.07 mm) .It is recommended to carry out the repair procedure during upcoming dry docking/next possible blade shaft seals renewal.) (Additional spares if required shall be arranged by yard).	1	LS
25	<b>Voith system lub oil cooler (shell &amp; tube type)sw side to be cleaned - 2 nos. Sacrificial anodes to be renewed. (anode size:- dia 16mm,length 50 mm -2nos).Anodes to be supplied by yard</b>		
25.1	Voith L.O cooler sea water side cleaning (Cooler spec: Make- HS Cooler,GmbH Wittenburg;Cooler type – shell and tube ( KS20-BTN-421B L890.2 ) ; Total length including endcovers- 1092.5 mm;Shell outside dia – 219.2mm	2	No
26	<b>Standard Checks of voith to be done during docking.(for intermediate survey)</b>		
26.1	Measuring torsional clearance and theoretical zero position of every blade to know the condition of actuating gear.(Both Voiths)	1	LS
26.2	Checking for leaks on the propeller blade seals.When checking for leaks,strain on the shaft seal is simulated (rope test). (Both Voiths)	1	LS
26.3	Inspection of propeller blades.Die penetrant test to be done to detect any cracks (Both Voiths)	1	LS
26.4	Checking of propeller blade end play.(Both Voiths)	1	LS
26.5	Inspection of rotor casing.If any damage noticed on ceramic coating same to	1	LS

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

	be repaired for Both Voiths ( <i>Note: bottom surface of voith rotor casing is coated with ceramic. The surface should not be sand blasted or painted.</i> )		
26.6	Polishing of propeller blades.(10 blades)	1	LS
27	<b>Following jobs to be carried out on Main Engine with OEM spares (All spares required for this job to be procured by the yard.)</b>		
27.1	<i>Engine Spec: Make- Wartsila 9L20 marine diesel engine Nominal output- 1800KW; Nominal speed (rpm)- 1000 ,Sl Nos- PAAE068700 (Port-counter clockwise rotation)&amp; PAAE068701(stbd-clockwise rotation)</i>		
27.2	Overhauling of engine attached sea water pump of stbd & port main engine.(mechanical seal of sea water side is presently leaking for stbd engine). Both Pumps to be removed from engine,overhaul and fit back. Pump housing & sealing set likely to be damaged . <b>(Spares Yard supply) This job must be carried out under OEM supervision.</b>	1	LS
27.3	Plate type FW cooler for both main engines to be cleaned (both SW &FW sides cleaning is reqd). ( <i>Spare rubber gaskets available onboard-10 nos</i> ),Specification of cooler:-Make- Alfa Laval (plate type);Type – M10- BFM; Sl.Nos – 30105,49925; No of plates -81	1	LS
28	<b>Rectify the following faults with instrumentation &amp; alarm panel In ECR.All spares to be procured by Yard.Spare part numbers provided</b>		
28.1	Fault with remote data reading of Fuel oil pressure for port main engine.Renew the defective Pressure switch and rectify the fault. (OEM spare, Yard supply. Pr switch Spec:Wartsila Part No- PT 101; 0~16 bar	1	LS
28.2	Voith cooling pump fail alarm in ECR alarm panel while the pump is operating. Alarm fault to rectify.	1	LS
28.3	Port M/E No.4 unit exh gas temp remote reading error. Alarm panel showing higher temp compared to local reading. To be rectified.	1	LS
28.4	Port M/E turbo charger inlet temp #1 reading is erratic. Sensor details: Wartsilapart No.TE 511; 0 ~ 600 deg .To be rectified.	1	LS
28.5	Port M/E turbo charger inlet temp #3 reading is erratic. Sensor details: Wartsilapart No.TE 513; 0 ~ 600 deg . To be rectified	1	LS
28.6	Stbd Voith bearing temp T2 is erratic in alarm panel ,spare thermometer available onboard to be fitted.	1	LS
28.7	Port voith control oil pressure reading error on remote control panel.Local reading is correct. To be checked and rectified	1	LS
29	To clean and pressure test the inter cooler tube stack of D/G (port and stbd )and repair if required .Remove cooler,clean(air side and SW side),pressure test to working pr.,repair if required ,fit back and satisfactory trials to be offered. ( Cooler spec:-No of copper tubes – 80;Cu tube ID – 10mm;Tube thickness- 2 mm;Tube length – 400 mm;Shell thickness in general - 12 mm;Sea water side pr – 4 bar;Air side pr – 1.5 bar)	1	LS
30	Retrofitting & alignment of 2nos sea water pumps for generator engines port & stbd. Remove the existing pump.Modify the foundation.Fit & align 2 nos belt driven sea water pumps <b>(pumps will be supplied by owner)</b> , fabricate its drain trays, align with engine driven pulley and its suction and discharge lines (suc and discharge pipe dia 1 inch and length 2 m with 180 deg bend.Satisfactory trials to be given. Retrofitting of sea water p/p for D/G port and stbd ( New pump spec: Make-SUGUNA Industries Coimbatore;Size - 1.5" x 1.5";type -SM (belt driven);RPM-1420 Existing pump dimensions: Length including pulley-58 cm;Height-30 cm;Belt driven type,pipe lines 50NB)	1	LS
31	Internal inspection of both air bottles and overhauling of its valve block.Valves suspected to be leaking- 2 nos Air bottle spec: Design pr-33 bar; Volume- 250 ltrs; Setting pr. for relief valve- 33 bar	1	LS

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

32	<b>E/R pipelines renewal and all other jobs associated with it.</b> Note :To facilitate the removal and fit back of pipe lines ,in E/R we may have to remove adjascent pipe lines/angle bar etc.		
32.1	Renewal of distance piece of stbd main engine sea water pump discharge.Diameter of Pipe115mm, Length 15cm, small bend	1	No
32.2	Thickness gauging of the cross over pipe connecting high sea chest and low sea chest to be carried out , pipe sections to be renewed if thinning observed beyond limits.The specification of this pipeline is as follows:- Pipe inside area -4 sq m Pipe length – 7m Pipe dia – 300 NB <i>In case the above pipe line to be renewed ,the adjacent pipe lines/ floor plate and its supports may have to be cut removed to make access</i>	1	LS
32.3	Renewal of SCH 80 ,100NB GI pipe below floor plate.Total no of bends-4,Total no of flanges-8 .	10	Mtrs
32.4	Renewal of SCH 80, 50NB GI pipe below floor plate.Total no of bends-22,Total no of flanges-18	20	Mtrs
32.5	Renewal of SCH 80, 25 NB GI pipe below floor plate.Total no of bends- 5,Total no of flanges-4	10	Mtrs
<i>Note:For the renewal of the above pipelines , other pipelines may also need to be removed to make access.Existing flanges may be reused while fabricating new pipelines.</i>			
<b>GROUP- D ; FENDER &amp; ASSOCIATED FITTINGS</b>			
33.1	Removal and fitment of tube & tyre fenders for painting prior docking /after docking respectively. Repair /renewal of associated fixtures/fittings if required. No. of tyre fenders (tyre size, dia 145 cm ,45cm wide) – 17 nos	1	LS
33.2	Cropping & renewal of corroded/damaged tube fender guard coaming 10 mm thick plate (Actual area not known, to be evaluated after removal of tube fender.For calculation purpose approx. weight may be taken as 1 TON)	1	TON
33.3	Removal and re-fitting of keyhole type rubber fender ( forward and Aft) and its associated fittings . The existing fenders may be reused if its condition found to be satisfactory upon dismantling.Keyhole type fender to be procured as per drawing by the yard -Qty and dimensions of keyhole type fender as per drawing.Forward - 29 Nos, Aft- 39 Nos	1	LS
33.4	Cost of Key hole fender	1	Mtrs
33.5	Renewal of tube fender holding chain 100 x80 x20 mm -15 mtr. (Yard to procure the chain)	15	Mtrs
33.6	Crop/renew ship side plates underneath tube fender if found bent beyond limits(Qty as per actuals)	2	TON
33.7	Renewal of bow shackle (Tyre fender) – 30 nos	30	Nos
33.8	Renewal of damaged tyre fender tying hooks- 15 nos	15	Nos
33.9	Renewal of tube fender ; Tube fender size : OD -460,ID-260mm , 3 pieces of 7m,3m & 3m length.Tube fender to be supplied by yard as per sample	13	Mtrs
<b>GROUP -E ; HULL &amp; DECK MACHINERIES</b>			
34	Thickness gauging hull (intermediate survey) :	200 0	Point s
35	Steel renewal (including materials, labour, staging and connected activities & over heads. Note: Steel plates renewal includes associated beams, angles, stiffeners, etc., which are wasted as per UTG report and as marked by Ship staff & Surveyor. The rate must be inclusive of staging with one coat of primer. All steel materials &welding rods used must be of class approved ship building quality. UT gauge thickness measurement to be carried out on hull, deck plating, tank	20	Ton

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

	internals etc. Crop and renew where thickness is below 20% of specified value or as per Ship staff/IRS surveyor recommendations.		
36	Dismantling, Inspection & Servicing of towing hook. (1 No) -Load test of hook to be carried out after servicing as per class standards & visual examination -Monitoring of manual hook release. -Greasing & oiling as required Towing hook spec: Mampaey quick release disc type, Type DCX 30/45 Capacity- 50T SWL , Test load -100 T	1	LS
37	Inspection & Servicing of fire monitors of Fi Fi system – 2nos including renewal of both side monitor gearboxes. (Spares/Gear boxes to be procured by yard) Both sides remote control operations not functioning: to be rectified Monitor Spec: Make: Svenska Skum AB FJM 100/K EL ; Electrical remote controlled; Electric motors : 400 V /50 Hz ,3ph, IP 66, make :Allied centrifugal pumps Ltd, Kolkatta Nozzle: Adjustable from jet to fog in bronze material.	2	Nos
38	Repair/renewal of 2 nos door frames( MS with fire class insulation inside) of wheel house. Repair/renew the corroded/wasted portion of door frame in wheel house (2 nos) .Spec:168cm L X 68cm W X 12.5 cm thick; Fire insulation to be provided as per class standards	2	Nos
39	Renewal of brake lining of anchor windlass brake drum-(both brakes) approx. dimensions of lining: width 6.0cm, thickness 7mm, Length 115cm - 2nos	1	LS
40	<b>Scuttle repair /renewal</b>		
40.1	Renewal of Shiplside scuttles for under deck crew accommodation, - 4 nos Side scuttle spec: Fixed type; 250 mm nominal dia; Glass thickness -12mm . ISO type A heavy series with deadlight, in weldable with frame GM glass holder & MS dead light. Yard supply	4	Nos
40.2	E/R skylight scuttle renewal – 6 nos scuttle spec: Fixed type; 200 mm nominal dia; Glass thickness -8mm; ISO type B medium series , in weldable with frame GM glass holder; flame proof glass on skylight; fixed with protection rods & means of covering with deadlight . Yard supply.	6	Nos
41	<b>Repair/renewal of piping section adjacent to deck penetration.</b>		
41.1	Renewal of corroded section of bunker filling line (stbd side) along with main deck penetration. Pipe dimensions: 80NB mm dia (rated for 3Kg/cm <sup>2</sup> , seamless carbon steel), 300mm length; Deck penetration pad may have to be renewed; pipe flange to be reused; F.O tank to be gas freed to carryout this job.	1	No
41.2	Renewal of corroded section of main engine expansion tank fresh water vent	1	No

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

	line (port side)along with deck penetration on funnel deck Pipe dimensions:15 NB(mm) dia (rated for 2Kg/cm2),Seamless steel SCH 40 ,2m length; Deck penetration pad may have to be renewed;pipe flange to be reused. To carry out this job it may be required to remove/refit the insulation lagging underneath the penetration.		
41.3	Cropping and renewal of railing pipes at various locations: Pipe dia- 32NB, MS pipe galvanised	25	Mtrs
41.4	Repair/renewal of corroded section of overboard discharge piping which ends at ship side shell .Pipe size-100NB-2nos; 50 NB -2nos	4	Nos
<b>GROUP- F ; ELECTRICAL</b>			
42	Accomodation fan motors overhauling.Removal,overhauling and refitting of the motor- 2 nos . Motors to be removed from place, overhauled by renewing bearing. Insulation to be improved & fitted back by aligning and satisfactory trials to be given. Motor Foundation to be chipped and painted before placing motor. (Spares yard supply) Fan motor spec:Make :Kirloskar; 2.2 kw;1400 rpm; 415v	2	Nos
43	Galley supply and exh fan motor overhauling.Removal ,overhauling and refitting of motor. 2 nos Motors to be removed from place, overhauled by renewing bearing. Insulation to be improved & fitted back by aligning and satisfactory trials to be given. Motor Foundation to be chipped and painted before placing motor. (Spares yard supply) Fan motor spec - Make:Kirloskar; 0.55 kw;1390 rpm;415 v	2	Nos
44	Inspection of transformers ,insulation test and repairs if any defect is noticed. All terminal connections to be checked. Spares yard supply.		
44.1	6 KVA 415v/230v, 1 ph,dry type	2	Nos
44.2	15 KVA 415v/230v, 3 ph,dry type	2	Nos
45	Inspection of main and emergency switch boards and repairs if any defect is noticed. All terminal connections to be checked .Spares yard supply . Switchboard Spec: Switch board consists of 5 sections of panels, Section 1 – Harbour gen.80kw ,415v, section 2-Gen.no1- 100 kw,415v, section3- shore supply -130 A.415v, Section4- Generator no.2-100 kw,415v, section5- Distribution section -230v 3ph	1	LS
46	Overhauling of voith pump motor . Motors to be removed from place, overhauled by renewing bearing. Insulation to be improved & fitted back by aligning and satisfactory trials to be given. Motor Foundation to be chipped and painted before placing motor. (Spares yard supply) Motor Spec: Make-Crompton, ND132S; 5.5KW; 1450 rpm; 415V;50 Hz, 10.1 Amps	1	No
47	Renew watt meter on MSB for Port Generator (Yard supply)- Spec: 150KW,415 V,50 Hz, 250/5A .Dial size-9.5cm X 9.5cm (4"X 4")	1	No
48	Diesel generator alternator complete overhauling and insulation testing.Alternators to be removed from place,overhaul,bearings to be renewed,filter elements to be renewed. insulation to be improved & fitted back and aligned,satisfactory trials to be given. foundation to be chipped and painted before placing alternator .All spares required to be supplied by yard		
48.1	125 KVA	2	Nos
48.2	62.5 KVA	1	No
	Alternator spec:Make: Crompton Greaves 125 kva (2 nos) and 62.5 kva (1 no),Insulation class H.Engine Make – Kirloskar; 6R1080TA (156 BHP) - 2 nos , Rhrs 11500 hrs;6R1040T		

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

	(83 BHP) - 1 No,Rhrs 6800 hrs		
<b>GROUP G- MISCELANEOUS</b>			
49	Calibration of main & spare magnetic compass.( 1 no each) Main Compass spec: Make -CASSENS & PLATH GmbH, GERMANY;type-REFLECTOR TYPE;COMPASS DISC -180 MM Spare compass - Make: Cassens & Plath GmbH,Germany Type11 Reflector compass. (As per IRS class requirements)	2	Nos
<b>GROUP - H : MANNING &amp; TRANSIT COST</b>			
50	Cost for taking over of the Tug from Employer at Employer's premises and her transit to Contractor's Dry-dock Repair Facilities at Contractor's cost and risk as per the scope of work mentioned in tender document and as per the safe manning document of the vessel.	1	LS
51	Cost for maintaining same number of crew during the repair period(Inside dock& afloat repair period) as per the safe manning document of the vessel.	1	LS
52	Cost for transit of Tug from Contractor's premises to Cochin Port Trust at Contractor's cost and risk and handing over to Cochin Port Trust as per the scope of work mentioned in the tender document as per the safe manning document of the vessel.	1	LS
<b>Total amount excluding GST in figurs : Rs.</b>			
<b>Total amount excluding GST in words: Rupees.</b>			
<b>All prices shall be quoted exclusive of GST.</b>			
<b>Note:. Firms having yards inside the copt water limit need not be quoted the the rates for line items under Group (H)</b>			

**Note:**

**Final billing will be made on actual quantum of work done/ actual days taken for each activity wherever number of days mentioned.**

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

<b>Vessel particulars- Tug Vallarpadam</b>	
Type of vessel	Tug
IR no	30184
call sign	AUPT
Bollard pull	45 tons
flag	Indian
year of build	Jul-08
Builder	Tebma Shipyard Ltd
place of built	Malpe
Date of Registry	17.04.2009
Port Of Registry	Cochin
official no	3304
imo no	9444754
MMSI no	419073100
marks and notation	SWASTIK, SUL ,TUG ,INDIAN COASTAL SERVICE
owners	Cochin Port Trust
classification society	IRS
main engine type	2 no's Wartsila 9L20 , 1800 KW at 1000 rpm
propulsion	2 no's Voith Schneider , model 28R5 /210
Speed (max)	12 knots
length overall	32 m
LBP/Breadth	10.587 m
moulded depth	4.579 m
TPC	2.58 T
light wt	499.75 T
GRT	449
NRT	135
diesel tanks -storage	29.7 cum X 2 nos
diesel tanks -service	4.08 cum X 2 nos
fresh water	13.04 X2 nos + 13.2 X 2 nos
bilge tank	6.63 cum
dirty oil tank	3.11 cum

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

**SECTION –V**  
**COCHIN PORT TRUST**  
**SCHEDULE-II**  
**BILL OF QUANTITIES**

**Tender No. MD/HM/TUG VALLARPADAM DD /2022**

**Tender for the “*Dry docking and allied repairs of Cochin Port Trust’s Tug Vallarpadam*”**

Attached in Price Bid

E-TENDER NO. MD/HM/TUG VALLARPADAM DD / 2022  
Dry docking and allied repairs of Tug Vallarpadam

**SECTION VI**

**COCHIN PORT TRUST**

**DRAWINGS**

<b>Sl. No.</b>	<b>Drawing</b>
1	Docking plan
2	General Arrangement
3	Shell expansion
4	Fender
5	Ship Particular's Booklet