

MORMUGAO PORT TRUST
MECHANICAL ENGINEERING DEPARTMENT
TENDER NO. CME/PD/I/2012

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MECHANICAL ENGINEERING DEPARTMENT

TENDER NO. CME/PD/I/2012

DRY DOCKING & INTERMEDIATE SURVEY OF
TUG CHAPORA –II

COMMERCIAL

COVER I

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TENDER NO. CME/PD/I/2012

DRY DOCKING & INTERMEDIATE SURVEY
OF TUG CHAPORA -II

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TENDER NOTICE
TENDER NO. CME/PD/I/2012
DRY DOCKING & INTERMEDIATE SURVEY
OF TUG CHAPORA-II

Tenders under dual cover system in sealed cover (sealed with wax) superscribed tender for "**Dry Docking & Intermediate Survey of Tug Chapora-II**" are invited from reputed firms having sufficient experience in the line for carrying out the subject work, so as to reach the Chief Mechanical Engineer, Mormugao Port Trust, New Administrative Office Building, Headland Sada, Mormugao, Goa. 403804, **latest by 15.00hrs. on 07/03/2012.**

Tender document CD's can be obtained from the Financial Advisor & Chief Accounts Officer, Mormugao Port Trust, New Administrative Office building, Headland Sada, Mormugao Goa. 403 804, from **15/02/2012 to 01/03/2012** on payment of Rs.5,500/- (Rupees five thousand five hundred only) in person which sum will not be refunded. Tender documents are also available on MPT Website www.mptgoa.com . If the tender application is downloaded by the tenderer from website, then the tenderer shall pay the cost of tender by demand draft/cash receipt at the time of submission of the tender. The tenders are to be submitted in accordance with the Instructions to the tenderers laid down in the tender documents. The tenders should be accompanied by a receipt towards EMD of Rs.1,65,000/-(Rupees one lakh sixty five thousand only), failing which the tender will not be considered.

It may be noted that offers from only those contractors will be considered who have obtained Licences/Registration/Code Nos. etc. as required under various statutory Laws, Acts, Rules, etc. especially in regard to (i) Contract Labour (R&A) Act, (ii) Inter State Migrant Workmen Act, (iii) E.S.I. Act; (iv) Employees Provident Fund Act and (v) M.P. Act (vi) Service tax Act, etc.

The tenderer while submitting his offer should indicate the Licence/Registration/Code No. etc., as the case may be, obtained from various statutory authorities.

The tenders completed in all respect shall be submitted at the office of the Chief Mechanical Engineer, Mormugao Port Trust, on or before **15.00 hrs. on 07/03/2012.** Tenders will be opened at **15.30hrs on 07/03/2012** in the presence of the tenderers who may wish to be present.

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The Board reserves the right to reject any or all tenders without assigning any reason.

Address for communication

The Chief Mechanical Engineer,
Mormugao Port Trust,
Administrative Building,
Head-Land-Sada, GOA-403804
FAX No: (0832)- 2521175 Ph.No:(0832)- 2521170
E-mail Id: cme_mptgoa@hotmail.com
xenpw.mgpt@gmail.com

(K. C. Kuncheria)
CHIEF MECHANICAL ENGINEER

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**PROCEDURE FOR SUBMISSION OF TENDER
UNDER DUAL COVER SYSTEM**

1. TENDERERS ARE REQUESTED TO SUBMIT THEIR TENDERS IN SEALED COVER / TENDERS NOT SEALED WILL NOT BE ACCEPTED.
2. Tenderers are advised to quote strictly as per conditions stipulated in the tender documents, both financial and technical conditions.
3. The following accompaniments to the tender viz:
 - i. Cash receipt/ DD towards the cost of tender set, if tender document downloaded from the website.
 - ii. Covering letter from the tenderer on his own letter head, giving full details of alterations, conditions/contract conditions, etc. if any, on which he has based his tender.
 - iii. Vol. I of original tender documents issued by the Port duly filling in all the blank spaces and initialing on each with rubber stamp.
 - iv. Latest Financial stability certificate from a nationalized / scheduled Bank in India specifically indicating the amount of financial solvency.
 - v. Income Tax PAN of the Firm.
 - vi. Latest Income-tax returns.
 - vii. List of Major/important clients for whom similar work has been done specifically indicating value of order, completion time, etc.
 - viii. Certificate duly signed by SE (Marine) for having inspected the vessel.
 - ix. Bank details like Name of Bank, Type of Account, Account No., MICR code, etc.

Shall be put in the first cover which shall be sealed and superscribed "TENDER FOR "DRY DOCKING & INTERMEDIATE SURVEY OF TUG CHAPORA -II" COVER NO. (I) "and bear on the bottom left corner of the cover the name of the tenderer with his official rubber stamp. The tenderer shall specifically ensure that the schedule of price with break-up thereof is not enclosed in this cover no. I"

The schedule of prices i.e. Vol. II of original tender document thereof duly filled in with the rates and tender amounts shall be put in the second cover which shall also be similarly sealed and super scribed "**TENDER FOR DRY DOCKING &**

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INTERMEDIATE SURVEY TO CHAPORA-II - PRICE SCHEDULE – COVER NO. (II)" and bear on the bottom left corner of the cover the name of the tenderer with his official rubber stamp. No other accompaniments shall be enclosed in Cover No. (II). Tender offers received without proper sealing are liable to be rejected.

4. Both the sealed covers shall be simultaneously submitted on or before the stipulated time and date.

5. Cover marked no. (I) will be opened immediately on the schedule opening date and time in the presence of such of the tenderer's who are present at the time of opening.

6. Cover marked no. (II) containing the Price schedule will be opened on a subsequent date to be notified to the tenderer, who are techno-commercially qualified.

7. It is again reiterated and it should be specifically understood that item wise rates and amounts will not be read out on the date of opening of the tenders.

8. Pre-qualification criteria:

i) Average annual financial turnover during the last three years ending 31st March of the previous financial year, should be at least Rs.50 lakh.

ii) Experience of having successfully completed similar works during last 7 years ending the last day of month previous to the one in which the tenders are invited should be either of the following:

a) Three similar completed works, each costing not less than an amount equal to Rs 65.84lakh each.

OR

b) Two similar completed works, each costing not less than an amount equal to Rs 82.30lakh each.

OR

c) One similar completed work costing not less than an amount equal to Rs 131.68lakh.

iii)'Similar work' is defined as dry docking and repairs to **Tugs/Launches/Barges.**

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INSTRUCTIONS TO TENDERERS

1. Tenders forms are not transferable.
2. The rates quoted by the tenderer shall hold good and be firm at least for six months from the date of opening of the tender and during currency of work. The rates quoted must be filled in ink only, both in figures and words in the Form of Tender.
3. Any correction to the rates shall be supported by the tenderer's signature there against. In case the rate quoted in figures or words are not identical, the lower of the two rates entered in figures or words shall be deemed as the price quoted for the item in question.
4. Should there be any doubt or obscurity as to the meaning of any of the tender documents or if any further information is required, the tenderer must obtain the information immediately from the Chief Mechanical Engineer.
5. The Tender shall be based on the conditions and specifications, etc. stipulated in the tender documents. Any tender that includes any deviation with the work specified in the tender documents or which contains any other conditions of any sort shall be liable for rejection.
6. The tenderer shall submit along with his tender the latest valid Income Tax returns and along with his permanent Income Tax account no. for assessing the Income Tax.
7. The E.M.D. will be returned to the unsuccessful tenderer after placement of order on the successful tenderer.
8. The tenderer shall produce satisfactory evidence with his tender to support his experience and ability for carrying out work of this class and magnitude by way of giving details of works carried out by him in the past, their cost and time of completion their banker's reference and their sales Tax registration No. under the Central Sales Tax Act, 1959. In case the tenderer is not registered under the Central Sales Tax Act., Purchase tax, if any, payable by the Board will be recovered from his bills.
9. a) The amount of earnest money deposit is **Rs. 1,65,000/- (Rupees one Lakh sixty five thousand only)**. The amount should be made in the form of cash receipt or D/D on a scheduled bank in Vasco-da-Gama, Mormugao in the name of FA & CAO/MPT and an official receipt obtained for the same and forwarded separately and not in the same envelopes as the tender. The earnest

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money will be returned to the successful tenderer after the execution of a formal agreement and on payment of Security deposit or will be retained by the Port Trust as part of initial security deposit. The earnest money will be returned by RTGS/EFT

b) EMD may be liable to forfeiture at the option of the board, if the Bidder withdraws his offer within the validity period of the offer & /or alters / amends any terms & / or conditions and / or quoted rates within the validity period of the offer & in case of successful bidder, bidder fails to submit the security Deposit within stipulated time. EMD may also be forfeited if the prices quoted are found to be conditional. No interest will be allowed on EMD from the date of receipt till it is refunded.

10. In the event of a person whose tender has been received and opened on behalf of the Board, withdrawing his tender before the receipt of the final decision or in the event of a person whose tender has been accepted failing to execute the agreement in such form as aforesaid within 15 days after such acceptance shall be made to him, the earnest money deposited by such person shall be forfeited and in the latter case the tender also shall be cancelled.

11. The tenderer shall submit an organization chart listing the names of the key personnel when he would employ to direct the work, together with a brief resume of their experience. Tenderer shall also state in the said schedule, the estimated average and peak labour force that will be employed on the contract.

12. The tenderer shall submit in their tender a list and description of the main equipment which they propose to use on the work indicating which equipment is owned by the Tenderers. This information will be used in the analysis of tenders received only and the Board expresses no opinion as to the adequacy or not of equipment so listed for performing the work in the time prescribed in the Contract. Tenderers shall agree that the Board reserves the right, prior to awarding the contract, to have the equipment inspected and that the acceptance of the Tender shall be dependent upon his ability to replace any equipment reported upon adversely with equivalent equipment in good condition forthwith.

13. Tender may be withdrawn on writing or telegraphic request dispatched by the Tenderer in time for delivery in the normal course of business prior to closing time for the receipt of tenders, provided that written confirmation of any telegraphic withdrawal over the signature of the tenderer is placed in the mail and post marked prior to the closing time for the receipt of Tenders. Negligence on the part of the tenderer in preparing his tender confers no right to withdrawal or modification of this tender after such tender has been opened.

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14. Telegraphic offers will be treated as defective, invalid and are likely to be rejected. Only detailed complete offers received prior to the closing time and date of the Tenders will be taken as valid.

15. The tenderer shall not change the format of the price bid and shall quote the prices against each item stipulated in the price bid. The prices shall be inclusive of all the works that may be required to be carried out for overall completion of the items/works. Incomplete offer or offers for a part job will be rejected. Bids with conditional prices shall be rejected and the EMD paid by such tenderer will be forfeited.

16. The language in which the contract documents shall be drawn up is English.

17. The Tenderer shall submit along with his Tender a Bar Chart showing completion time of various sections of his proposed work including supply and delivery of all important items for this Contract.

18. The tenderer is deemed to have ascertained and provided for payment of Income-Tax, and all other Taxes, Rates, Duties, Port Fees, Wharfage, etc as are chargeable under the laws for the time being in force in respect of the contract and the contract price shall be deemed to be inclusive of all such payments.

19. The Board shall not bind itself to recommend for acceptance of the lowest or any other tender assign any reason for non-acceptance of any tender and reserve to the right to divide the contract between two or more tenderers. Board reserves the right to drop the tendered work in part or full as per the actual requirement at the site.

20. The conditions of contract, specifications, schedule including Schedule of Rates, Drawings and tender together with acceptance thereof with such modifications as have been mutually agreed upon in writing shall govern the rights and obligations of the Contractor and the Board.

21. The Contractor shall comply:

- a) Statutory requirements under contract Labour (Regulation and abolition) act 1970 and interstate Migrant workmen (Central Rules) etc.
- b) Requirement with regards to ESI, P.F., service tax registration etc.

22. In the event of the tender being submitted by a Firm it must be signed separately by each constituent thereof or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of Attorney from him, authorizing him to do so.

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23. If the Tenderer approaches a Trustee or any Officer of the Port directly or indirectly with a view to exercising influence on him for securing the contract his tender is liable to be rejected summarily without assigning any reasons and the Tenderer may even be forbidden from future tendering with Mormugao Port Trust through appropriate action.

24. The rates quoted by the Contractor shall include all leads and lifts in carrying out the works under the contract at different height.

25. Within 14 days from the date of acceptance of the tender, the successful tenderer will be required to deposit a security Deposit equal to 10% of the value of the tender.

26. **LIQUIDATED DAMAGES FOR DELAY IN COMPLETION**

In the event of failure by the Contractor to complete the execution of the work within the time stipulated in the contract, or by the expiry of any period of extension granted by the Board's terms thereof, the Contractor shall pay the Board as liquidated damages and not by way of penalty for delay to complete the work a sum of 1% of the contract value rounded to the nearest rupee for every three days or part there of subject to a ceiling of 10% and the Board shall have the power to deduct this amount from the payment of the amounts due to the Contractor or from his deposit.

27. **TIME OF COMPLETION**

26 days including 6(six) days for To and Fro voyage after releasing the vessel to the contractor for repairs plus 7(Seven) days of mobilisation period for the contract work.

It is absolutely essential that the tenderer should adhere to the completion period fixed by the Port. In the event of non-completion of any part of the work, same may be carried out by the Port at the risk and cost of the contractor.

28. **PERIOD OF GUARANTEE (For dry docking work)**

- | | |
|--|---|
| 1) Applicable only to
Main/auxiliary Engine/Machinery | 6 months from the date of
re- commissioning the vessel |
| 2) Painting work | 2 & 1/2 years from the date of
re- commissioning the vessel. |

3) All defects effecting operation / safety / class requirement will have to be attended by the Contractor immediately on receipt of complaint verbal or otherwise. If the defect is not attended within 24 hours, same will be carried out by MPT through reputed w/shop and charges levied from guarantee amount.

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4) All other defects including painting has to be carried out within one week of the complaint verbally or other wise, failing which the same will be done by MPT through other reputed w/shops, contractor with risk and cost to the party.

29. TERMS OF PAYMENT

a) 25% Advance payment – against Bank Guarantee of like amount in the format enclosed. Interest @ 13% per annum will be charged on the advance from the date of release of the advance up to the date of completion & handing over of the vessel to the Port. The interest rate as may be re-fixed by the Port from time to time will apply.

b) 50% of the work order value will be paid on completion of work and handing over of vessel to the Port. The advance payment of 25% with interest will be adjusted against this payment.

c) Balance amount will be paid on receipt of all un-disputed bills accompanied by work done certificate certified by SE (Marine) within 30 days after receipt of the bills.

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GENERAL CONDITIONS OF THE CONTRACT

1. **DEFINITION OF ITEMS**

In construing these conditions and annexed form of tender and the specifications, the following words shall have the meaning herein assigned to them unless there is something in the subject or context inconsistent with such construction:-

“BOARD” means the Board of Trustees of the Port of Mormugao, a body corporate under the Major Port Trusts Act, 1963. For the purpose of the contract the term “Board” also includes the Chairman and Chief Mechanical Engineer, as defined hereunder.

“CHAIRMAN” means the Chairman of the Board of Trustees of the Mormugao Port Trust.

“CHIEF MECHANICAL ENGINEER” shall mean the Chief Mechanical Engineer of Mormugao Port Trust or his duly authorized representative.

“THE TENDERER” shall mean the person or persons, firm or company who submits his offer to the Board in response to the NIT & shall include the Contractor’s personal representatives, successors and permitted assigns.

“THE CONTRACTOR” means the person or persons, firm or Company whose tender has been accepted by the Board and includes the Contractor’s personal representatives, successors and permitted assigns.

“WORK” means and includes the equipment and things to be provided and work to be done by the Contractor under the Contract.

“CONTRACT” means the General Conditions, Technical Specifications, Drawings and Price bill of quantities, schedule of rates and prices (if any), tender and work order.

“SPECIFICATIONS” means the specifications annexed to these conditions of contract.

“PLACE OF DELIVERY” or “PLACE OF DESTINATION” means the Port of Mormugao, Goa, India.

“DRAWINGS” means such plans and drawings as shall under the provisions of the contract be submitted by the Contractor and approved by the Board.

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“TESTS” means such tests as are provided for in these conditions of contract and described in the specification and includes all other tests required to be carried out during construction and after completion of the work.

“APPROVED” or “APPROVAL” means approval in writing including subsequent written confirmation of previous verbal approval.

“MONTH” means month according to the Gregorian calendar.

“CONTRACT PRICE” means the sum named in the tender subject to such addition thereto or deductions there from as may be made under the provision hereinafter contained.

Works imparting the singular only also include the plural and vice versa where the context so requires.

2. **CONTRACT WORKS AND CONTRACT PRICE**

The works to be carried out (hereinafter referred to as “the contract work”) and the price for the same (hereinafter called “the contract price”) and entered into schedule of prices shall include:-

a) Dry docking, repairs and commissioning and maintenance during guarantee period in accordance with the specifications of the equipment described in the tender.

b) Such other work as the specifications may require the contractor to carry out. Except where otherwise expressly provided, the contractor shall provide all materials, labour, plant and things necessary in connection with the Contract Works although there may be errors in and omission from the specification.

c) i) Tenderer/bidders are free to avail their own dry-dock facility.

ii) If Tenderers/Bidders intend to avail Dry-dock (DD) facilities at Mumbai Port Trust (MbPT), MoPT may assist them in securing time-slot reservation subject to availability. However tenderers/bidders are required to fabricate and install the shaped chocks suitable for the Tug Chapora II at their own cost as Hughes Dry Dock at MbPT cannot accommodate vessels with shorter beam on breast shores. The detailed drawing of the chocks and their positioning is enclosed herewith. In addition, tenderers/bidders shall follow-up with the liasioning formalities, and comply with all the MbPT-DD

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hire/rental terms, conditions, payments and contractual obligations with MbPT Authorities which will be to tenderers/bidders account.

d) Price Cover-II consists of Part-A (DD&IS repairs) and Part-B (Transportation) of Tug.

3 **SALES TAX, OCTROI, ETC.**

The price quoted for the equipment/work by the tenderer shall include Excise Duty, Sales Tax, Octroi, Custom Duty or any other duty or Tax which shall be payable by the Contractor furnished in the manner indicated in the price schedule form. The prices quoted shall be exclusive of the service tax. The service tax as applicable will be reimbursed against submission of the service tax registration number.

4 **INSTRUCTIONS**

After the tender has been accepted by the Board, all orders and instructions to the contractor shall, except as herein otherwise provided, be given by the Chief Mechanical Engineer on behalf of the Board.

5 **SECURITY DEPOSIT**

The contractor shall deposit with the Board a sum equal to 10% of the contract value towards security Deposit either in cash or by Demand Draft or in the form of Bank Guarantee (as per format attached) within **14 days** of placement of order & before releasing the vessel for DD&IS positively. Kindly note that Tug Chapora-II will not be released to the contractor before submission of Security Deposit (SD). The contractor may split the SD to cover the guarantee periods of Six (6) months for all repairs and 2&1/2 years for painting work respectively, to facilitate discharging of the Bank Guarantees after satisfactory completion of respective guarantee obligations.

6.1 **REFUND OF SECURITY DEPOSIT**

The security deposit will be refunded without interest and less deduction of any sum that may be due to the Board from the contractor, after all the conditions of contract, including **6 (six)** months guarantee of satisfactory performance after commissioning of the vessel have been fulfilled and on making an application thereof. However this Security deposit will be refunded only after receipt of a separate Security deposit amounting to 10% of Value of the painting work to cover the performance guarantee for 2½ (two & half) years towards the painting work as provided at clause no:28(2). This will be refunded without interest and less deduction of any sum that may be due to the Board from the contractor after all the conditions of contract have been fulfilled.

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6.2 **NO INTEREST PAYABLE**

No claim for interest will be entertained by the Board with respect to the above mentioned deposit or with respect to any money or balances which may be in their hands owing to any dispute of the Board with the Contractor, or with respect to any delay on the part of the Board in making monthly or final payments or otherwise.

6.3 **FORFEITURE OF SECURITY DEPOSIT**

The Board may at their option forthwith forfeit the said security deposit if the contractor fails to carry out the work or perform or observe any of the conditions of contract. The Board will also be at liberty to deduct from the security deposit or from any sum due or to become due under any other contract, with the Contractor, sums that may become due to the Board by virtue of the terms thereof.

7 (a) **COMMENCEMENT OF WORK**

For the purpose of this contract, the date of commencement of the work in so far as the Dry Docking and Intermediate Survey, commissioning and testing of vessel concerned shall be the date on which the vessel is received by the Contractor for repair.

(b) The contractor shall complete all the works within the stipulated time. The cost of the incomplete works will be withheld at the time of making payments due at the time of delivery. If any work is incomplete, the cost of the same shall be deducted before making any payment due to the contractor.

8 **SUB-CONTRACTOR'S OBLIGATIONS, PAYMENT:**

(a) **Assignment of Sub-Contractor's obligations:**

In the event of nominated Sub-Contractor (as hereinafter defined) having undertaken towards the Contractor in respect of the work executed or the goods or materials supplied by such nominated Sub-Contractor any continuing obligation extending for a period exceeding that of the guarantee period under this Contract, the Contractor shall at any time after the expiry of the period of guarantee assign to the Board at the Board's request and cost the benefit of such obligation for the un-expired duration thereof.

If instructed by the Engineer the Contractor shall obtain quotations from approved Sub-Contractors or suppliers for the execution of the work or the supply of goods of materials. The Contractor shall submit these quotations to the Engineer together with such other information as the Engineer may require and upon receiving instructions from the Engineer he shall place his order for the execution of the work or the supply of such

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goods or materials with the Sub-Contractor or supplier nominated by the Engineer.

(b) Nominated Sub-Contractors:

All specialists, merchants tradesman and others executing any work or supplying any goods who may have been or be nominated or selected or approved by the Board or the Engineer and all persons to whom by virtue of the provisions of the specifications the Contractor is required to Sub-let any work shall in the execution of such work or the supply for such goods be deemed to be Sub-Contractors employed by the Contractor and are hereinafter referred to as "nominated Sub-Contractors". Provided always that the Contractors shall not be required by the Board or the Engineer or be deemed to be under any obligation to employ any nominated Sub-Contractor who shall decline to enter into a Sub-Contract with the Contractor containing provisions.

(c) Payment to nominated Sub-Contractor :

Before issuing any certificate which include any payment in respect of work done or goods supplied by any nominated Sub-Contractor the Engineer shall be entitled to demand from the Contractor reasonable proof that all payments included in previous certificate in respect of the work or goods of such nominated Sub-Contractors have been paid or discharged by the Contractor in default whereof unless the Contractor shall:

- (i) Inform the Engineer in writing that he has reasonable cause for withholding or refusing to make such payment and;
- (ii) Produce to the Engineer reasonable proof that he has informed such nominated Sub-Contractor in writing.

The Board shall be entitled to pay such nominated Sub-Contractor direct upon the certificate of the Engineer all payments which the Contractor has failed to make to such nominated Sub-Contractor and to deduct by way of set off the amount so paid by the Board from any sums due or which become due from the Board to the Contractor. Provided always that where the Engineer has certified and the Board has paid direct as aforesaid the Engineer shall in issuing any further certificate in favour of the Contractor deduct from the amount thereof the amount so paid direct as aforesaid but shall not withhold or delay the issue of the certificate itself when due to be issued under the terms of the Contract.

(d) That in respect of the work or goods the Subject of the Sub-Contract the nominated Sub-Contractor will undertake towards the Contractor the like obligations and liabilities as are imposed upon the Contractor

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towards the Board by the terms of Contract and will save harmless and indemnify the Contractor from and against the same and from all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection therewith or arising out of or in connection with any failure to perform such obligation or to fulfill such liabilities and;

(e) That the nominated Sub-Contractor will save harmless and indemnify the Contract from and against any negligence by the nominated Sub-Contractor, his agents, workman and servants and from and against any misuse by him or them of any constructional Plant or temporary works provided by the Contractor for the purpose of the Contract and from all claims as aforesaid.

9. **INSPECTION OF WORKS ON SITE**

The Chief Mechanical Engineer or his representatives shall have full power to inspect the materials during every stage of their repair/manufacture/erection/ commissioning and for this purpose shall have free access to any places and when any work in connection with the contract is being carried on, and should any workmanship, material or complete article be imperfect or not in every respect in accordance with this specifications, the same may be rejected. They shall have full power to reject such defective materials whether they have been manufactured under their inspection or not. Materials or articles of approved manufacture shall be installed in replacement.

10. **WORKMEN'S COMPENSATION:**

The Contractor shall indemnify the Board in the event of the Board being held liable to pay compensation for injury to any of the Contractor's servants or workmen under the Indian Workman's Compensation act. 1923, as amended from time to time.

11. **RISK PENDING COMPLETION**

All the works comprised in this contract, until handed over to the Board shall stand at the risk of the contractor who shall be responsible and make good at his own cost all the loss and damage caused by or due to fire, or any other cause and the Contractor shall hand over all the works completed in every respect at the termination to this agreement.

12. **INJURY/DAMAGE TO PERSON AND PROPERTY:**

The Contractor shall take all the precautions whilst carrying out the contract work against any possible damage to any property, whether public or private, should any such damage be done by the contractor, he

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shall make good or bear the cost of making good the same, when brought to his notice, without delay to the satisfaction of the Engineer.

13. **EXTENSION OF COMPLETION TIME**

If in the opinion of the Board, the completion of the works shall be delayed by any change of original design or by the ordering by the Board of any altered, modified, substituted or additional work, or by the ordering by the Board of any work to be omitted or any strikes, stand-out or lock-out of any workman employed by the contractor or from any just cause not attributable to the act, default or omission of the contractor, the Board may, if in its discretion it shall think fit, either forthwith or at any later time or from time to time notwithstanding that the prescribed or extended time for completion of the work has expired that the work has been completed by writing under its hand extend the time for completion of the work to such date as it shall consider reasonable provided always, that unless the contractor makes a written application to the Board at or before the time when the cause of the delay in occurring or about to occur or in the event 'force majeure' immediately thereafter and of which satisfactory proof must be submitted or unless the time is extended by the Board (whether such application has been made by the contractor or not) the prescribed time shall not be extended, notwithstanding delays from the foregoing or any other cause or causes whatsoever kind, subject nevertheless to be provision that may and every extension of time by the Board shall be deemed to be in full compensation and satisfaction for and in respect of any and every actual or possible loss, damage or injury sustained or sustainable by the contractor in respect of the cause or causes giving rise to such extensions, and shall in like manner exonerate the contractor from any claims or demands on the part of the Board in respect, of the delay, in respect of which any such extensions of the time shall have been made, but not further or otherwise, nor for any delay contained beyond the time mentioned in writing, authorising such extension.

14 **FORCE MAJEURE:**

If the availability of equipments is hindered due to force majeure, such as war, riots, strike, civil commotion, fire, epidemics, natural calamities, etc. payment shall not be made to the Contractor for such period. However, in such condition liquidated damages shall not be applied.

15. **COMPLETION OF WORKS**

The work shall be completed in accordance with the terms of the contract to the entire satisfaction of the Board and the tug shall be ready after commissioning at the Mormugao Port within the time specified in the

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tender or extended time. However, no claims for compensation for delay shall be considered if time of completion is extended due to certain special reasons.

16. **ADDITIONS AND ALTERATIONS**

The Chief Mechanical Engineer shall have the power and authority from time to time and at all times to make and issue such further drawings and to give such further instructions and directions as may appear to him necessary or proper for the guidance of the contractor and the good and efficient execution of the work according to the terms of the specifications and the contractor shall receive, execute, obey and be bound by the same according to the true intent and meaning thereof as fully and effectively as though the same has been mentioned or referred to in the specifications and the Chief Mechanical Engineer may also vary or alter the position of any of the works contemplated by the specifications or may order any of the work contemplated thereof to be omitted, with or without the substitution of any other works executed or partially executed to be removed, changed or altered and if necessary may order that work shall be substituted in the lieu thereof and may difference in the cost occasioned by any such diminution or alterations so ordered and directed, shall be added to or deducted from the quoted price and the Chief Mechanical Engineer shall ascertain and fix the rate for such additions or deductions. The Contractor shall give to the Board due notice in writing of any extra which he proposes to do.

17. **DAMAGE AND FORFEITURE OF DEPOSIT**

In case of failure on the part of the contractor at any time during the continuance of the contract to comply with any of the conditions herein contained or in case of any breach of any portion of this contract, the contractor shall be liable to make good to the Board the difference, if any, between the cost of completion of the works by himself or through other contractor as aforesaid and all other charges and expenses as shall or may in any way be incurred or sustained and the Board shall be at liberty to retain the said sums from any amount that shall become due and payable to the Contractor and without prejudice to the provision hereof. The Board shall be entitled to forfeit the amount of Security Deposit lodged by the Contractor or to assess the loss or damage which he may have suffered by reason of such failure or breach and to appropriate the said deposit towards such loss or damage without recourse to a Court and without prejudice to any right or recovery by other means.

18. **CHIEF MECHANICAL ENGINEER'S DECISION FINAL**

The whole of the work to be done under this contract shall be carried out under direction of the Chief Mechanical Engineer and his decision upon all

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questions relating to the details of construction of the meaning of the specifications and methods of carrying out the work shall be final and binding upon the contractor and his decision on all questions and disputes arising under or in connection with this contract or the carrying out thereof including any question as to the construction and meaning of the contract or of any clause therein shall also be final and binding upon the contractor whether such decision shall have been given during the progress of the works or after completion of the same.

19. **BOARD'S LIEN**

The Board shall have lien on and over all or any moneys that may become due and payable to the contractor under these presents and also on and over the deposit of security amount or amounts made under this contract and which may become repayable to the contractor under the conditions on that behalf contained for or in respect of any debt or sum that may become due and payable to the contractor either along or jointly with another and either under this or under any other contracts or transactions of any nature whatsoever between the Board and the contractor.

20 **TERMINATION OF CONTRACT:**

In exceptional circumstances when it is noticed by the Engineer that Dry Docking works are not progressing satisfactorily and may delay commissioning of vessel, the Engineer reserves the right to terminate the contract with issue of 10 days notice to the contractor, if in his opinion it is not worthwhile to allow the contractor to continue the work due to his failure or incompetence in executing the work satisfactorily or the contractor stopping /abandoning the work. In such an eventuality the Engineer's decision to terminate the contract with issue of 10 days notice to the contractor as well as to initiate further necessary action as deemed fit against the contractor, including but not limited to, forfeiture of security deposit and completion of the work at the risk and cost of the contractor, against the contractor, will be final and binding on the contractor.

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SPECIAL CONDITIONS:

1. **DUTIES AND DUES ETC.**

1.1 **General** :The contractor shall ascertain and provide for payment of Income Tax, Excise Duty, Sales Tax and other taxes, rates, dues and so on as are chargeable under the laws for the time being in force in respect of contract and the contract price shall be deemed to be inclusive of all such payments.

1.2 **PORT & OTHER CHARGES:** The contractor shall pay all Port and other charges arising from the importation into India of materials and equipment for the work or temporary work.

2. **TAXATION:**

2.1 **INCOME TAX:** The contractor shall pay Income Tax and all other taxes whatsoever payable in respect of payments received from the Board in accordance with the laws and Regulations for the time being in force. If required by the authorities concerned the Board shall deduct such amounts as may be directed by the said authorities from the money due under the Interim and Final Certificates before payment under these certificates. The Board shall furnish the contractor with the necessary proof of all such deductions.

2.2 **INCOME TAX PAYABLE BY STAFF**

The contractor's staff shall pay Income Tax and other taxes in respect of such salaries and perquisites as are chargeable therewith under the laws for the time being in force and the contractor shall perform such duties in regard to deductions and transmission thereof as may be lawfully recovered by the Government.

2.3 **SALES AND EXCISE TAX**

The contractor shall pay all Sales and Excise Tax payable in respect of materials, equipment, plant and other things required for the contract.

2.4 **SALES AND EXCISE TAX ON COMPLETED PERMANENT WORK:**

Sales Tax on completed permanent works of the contract, if any, will be on the Board's account. The sales and Excise tax paid by the contractor on the purchase of any materials for the work or temporary work will be on contractor's account.

3. **DRAWINGS**

3.1 **Working Drawings:**

For the Official design all drawings which are reasonably required for execution of the work will be supplied by the Chief Mechanical Engineer.

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3.2 **Drawing of Temporary Works:**

At least one month before the date when the contractor intends to start erecting any part of the temporary works staging required for carrying out the works he shall furnish to the Chief Mechanical Engineer's complete drawings of that part of the temporary works and staging. The contractor shall also furnish to the Engineer, furnish calculations in respect of such temporary works. The contractor shall also furnish to the Engineer drawing showing the method proposed for the erection of the various parts of the works.

3.3 **DRAWINGS OF TEMPORARY WORKS:**

The furnishing to the Engineer of any design for any of the temporary works and staging shall no relieve the Contractor of any liability or obligation under the contract in respect of such temporary works and staging.

4. **OTHER CONTRACTORS:**

4.1 **OTHER CONTRACTORS:**

The Contractor shall take note of the fact that other Contractors employed by the Board may be working in the vicinity.

5. **RETURNS AND REPORTS:**

5.1 **SCHEDULE OF PROGRESS:**

The Contractor shall furnish to the Chief Mechanical Engineer within one week from the date of commencement of works with a detailed with Bar Chart showing in an approved form the estimated date of commencement and completion of the several parts of the works, including anticipated dates for this contract. Bar Chart be updated by the Contractor every week and two copies of these shall be supplied expeditiously to the Chief Mechanical Engineer for his information.

5.2 **PROGRESS REPORT:**

The Contractor shall submit to the Chief Mechanical Engineer and the Board of the 1st day of each week or longer period as the Chief Mechanical Engineer may from time to time direct a progress report for the preceding period showing up-to-date progress and progress during the previous period on all important items of each section or portion of the work, in relation to and in consideration of his Bar Chart.

5.3 **PROGRAMME & DIAGRAMS:**

The Contractor shall furnish to the Chief Mechanical Engineer within one week from the date of commencement of work with a detailed programme and diagrams showing in an approved form the estimated date of commencement and completion of the several parts of the work and including anticipated dates and arrangements for delivery,

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erection etc. of materials for the various sections of the work also in relation to and in a form commensurate with detailed Bar Chart .

5.4 **RETURNS OF LABOUR AND PLANT:**

The Contractor shall supply to the Chief Mechanical Engineer monthly and other returns which may be required as to the fabrication progress for all equipment and material and the nature and quality of the work done.

6. **SECURITY AND SAFETY REQUIREMENTS:**

6.1 **SECURITY REQUIREMENTS:**

The Contractor shall comply with all regulations imposed by the Customs and in respect of the passage of the Plant, vehicles, materials and personnel through Customs and Port barriers.

6.2 **SAFETY PRECAUTIONS:**

(1) The Contractor shall take all possible precautions to prevent outbreaks of fire on the site and in all offices, stores, camps and other places and things connected therewith and especially with respect to the safe storage of petroleum products, explosives and all other dangerous or hazardous goods. He shall comply with all rules, regulations, Dock Safety Regulations and orders of any Statutory Authority and of the Engineer at no extra cost to the Board. All necessary fire extinguishers shall be provided by the Contractor.

(2) The Contractor shall obtain from the Board details of any restricted areas in or around the site and shall have prominently and clearly displayed for the information of his staff and work-people notice defining any such restricted areas. Such notices shall be provided at his own expense.

(3) The Contractor shall give every facility to the authorised safety officers of the Board to inspect the work whomsoever required and shall observe and abide by any instructions given by the Engineer in regard to the use of plant, equipment and temporary work in respect of general safety. Compliance with such requirement shall not be used as the basis of a claim against the Board.

(4) Only such vehicles as are licensed by the Board will be permitted to enter into the Harbour premises. The tenderer should obtain permits from the Port Security office of Mormugao Port Trust for gaining entry of vehicle.

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6.3 **LIFE SAVING AND FIRST - AID APPLIANCES:**

The Contractor shall at his own expense provide and maintain upon the works to the satisfaction of the Chief Mechanical Engineer sufficient, proper and efficient life-saving and First-Aid appliances which shall at all times be available for use.

7. **MISCELLANEOUS:**

7.1 **EXPLOSIVES:**

Except as may be provided in the Specifications or approved by the Chief Mechanical Engineer, the Contractor shall not use explosives.

7.2 **NAVIGATION:**

The Contractor shall comply with all orders and directions given to him from time to time by the Chief Mechanical Engineer's Representative or by the Board in respect of navigation and shall comply in every way with their requirements in respect of marking lighting and watching any structure, craft or equipment which may be used for the construction of the works.

7.3 **TEMPORARY JETTY, OFFICE ETC.**

The contractor shall submit to the Engineer for his approval, drawings and proposals for any temporary work such as jetty, loading stage, office, store, pre-casting yard workshop, etc. which he intends to construct for the execution of the contract and no such work shall be constructed before obtaining the written approval of the Chief Mechanical Engineer. The cost of such work shall be borne by the Contractor.

The Contractor shall make all arrangements for the disposal of sewage or drainage in accordance with the directions of the Chief Mechanical Engineer.

7.4.1 **EXISTING SERVICES:**

Drains, pipes, cables, overhead wires and similar services encountered in the course of the works, shall be guarded from injury by the Contractor at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the owners thereof, and the Contractor shall not store materials or otherwise occupy any part of the 'site' in a manner likely to hinder the operation of such services.

Should any damage be done by the Contractor to any drains, pipe cables or lines (whether above or below ground), whether or not shown on the Drawings. The Contractor must make good or bear the cost of making good the same without delay to the satisfaction of the Chief Mechanical Engineer and of the Owners.

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7.5 **KEEPING SITE CLEAN:**

The Contractor shall at all time keep the site free from all surplus excavated materials, rubbish and offensive matter which shall be disposed of in a manner to be approved by the Chief Mechanical Engineer which clearance and disposal shall be a contingency of the Contract.

7.6 **TRANSPORTATION OF PERSONNEL:**

Transportation of personnel shall be at the Contractor's responsibility.

8. **LAW GOVERNING CONTRACT**

8.1 INDIAN CONTRACT:

The Contract shall be interpreted and have effect in accordance with the Law of India and no suit or other proceeding relating to this Contract shall be filed or taken by the Contractor in any Court of Law except in Court of Competent Jurisdiction in Goa.

9. **SETTLEMENT OF DISPUTES/ARBITRATION**

If any dispute or difference of any kind whatsoever shall arise between the Chief Mechanical Engineer and the contractor in connection with or arising out of the contract or the carrying out of the works (whether during the progress of works, after the termination, abandonment of or breach of the contract) it shall in the first place be referred to and settled by the Chief Mechanical Engineer who within a period of 60 days after being requested by the contractor, shall give written notice of his decision to the contractor. If the Chief Mechanical Engineer shall fail to give notice of his decision as aforesaid within a period of 60 days after being requested by the contractor as aforesaid or if the contractor be dissatisfied with any such decision, then and in any such case, the contractor shall, within a further period of 30 days from the expiry of the first 60 days or from the date of receipt of Chief Mechanical Engineer's decision, write to the Chairman putting forth his views why he is not in agreement with the decision given by the Chief Mechanical Engineer. If the contractor, after receiving notice of decision of the Chief Mechanical Engineer does not refer the dispute to the Chairman seeking his decision, within a period of 30 days of the Chief Mechanical Engineer's decision, then the Chief Mechanical Engineer's decision will be final and binding upon the contractor, and no further claim will exist thereto.

The Chairman shall within a period of 60 days from the receipt of the request from the contractor, give written notice of his final decision in the matter under dispute to the contractor. If the Chairman fails to give written notice of his final decision within a period of 60 days after being requested by the contractor as aforesaid or if the contractor be

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dissatisfied with any such final decision given, then the contractor may within a period of 30 days after the expiry of the period of 60 days from the date of his application to the Chairman, or within a period of 30 days after receiving notice of such final decision, as the case may be, require that the matter or matters in dispute be referred to arbitration as hereinafter provided, if the Chairman has given written notice of his final decision to the contractor and no claim to arbitration has been communicated to the Chairman by the contractor, within a period of 30 days from the receipt of Chairman's decision, the said decision shall remain final and binding upon the contractor. If the Chairman fails to give written notice of his final decision to the contractor within a period of 60 days and no claim to arbitration has been communicated to the Chairman or Chief Mechanical Engineer by the contractor within a period of 30 days thereafter, then the decision given by the Chief Mechanical Engineer shall remain final and binding upon the contractor.

Save as hereinafter provided such decision in respect of every matter as referred shall be final and binding upon the contractor until the completion of the work and shall forthwith be given effect to by the contractor who shall proceed with the works with all the diligence whether he requires arbitration as hereinafter provided or not.

All disputes or differences in respect of which the decision (if any) of the Chief Mechanical Engineer or the Chairman has not become final and binding as aforesaid shall be referred to the sole arbitration of a Mechanical Engineer serving or retired of Central Govt. Agencies including Defense Services and of a member of Society of Arbitrators, to be appointed by Chairman pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provision of the Govt. of India Arbitration Act 1940 (Act no. 10 of 1940) or any re-enactment or statutory modification thereof for the time being in force. The sole Arbitrator shall have full power to open up, review and revise any decision, opinion, direction, certificate or valuation of the Chief Mechanical Engineer or the Chairman and neither party shall be limited in the proceedings before the arbitration to the evidence or arguments put before the Chief Mechanical Engineer or the Chairman for the purpose of obtaining his said decision. No decision given by either the Chief Mechanical Engineer or the Chairman in accordance with the foregoing provisions shall disqualify them from being called as witness and giving evidence before the sole Arbitrator, as aforesaid.

The Arbitrator shall not enter on the reference until after the completion or the alleged completion of works, unless with the written consent of the

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Board/Chairman/Chief Mechanical Engineer and the Contractor provided always:

a) That such reference may be opened before such completion or alleged completion in respect of the withholding by the Chief Mechanical Engineer of any Certificate or the withholding of any portion of the retention money/EMD/Security Deposit to which the contractor claims in accordance with the conditions set out in the General Conditions of the Tender.

b) That the giving of a certificate of completion under clause 16 CL.D. here of shall not be a condition precedent of the opening of any such reference.

In the event of the Arbitrator to whom the matter is originally referred, is unable to act for any reason, the Chairman shall appoint another Engineer serving or retired of Central Govt. Agencies including Defense Services and/or a member of Society of Arbitrators as Arbitrator and he shall be entitled to proceed with the reference afresh or from the stage at which it was left by his predecessor.

In all cases, the Arbitrator shall give reasons for the award.

10. (a) The tenderers are requested to inspect the vessel before quoting. Attached form of certificate to be filled and submitted along with cover I.
- (b) All the items as mentioned Vol. II (price cover II) to be quoted including cost of material staging/removing and re-fitting of obstructions from repairs/renewal of steel/any other work.
- (c) No. of days in (i) dry dock (ii) slipway (iii) wet berth, to be indicated separately.
- (d) All the paints are required to be supplied by the Contractor. Following make marine paints only to be used: Chuguku, International and sigma. Painting work is to be guaranteed for 2 & ½ years.
- (e) IS 2062 A/B steel is to be used.
- (f) The Spares required for the work of Engine/gear boxes are to be normally procured by the Contractor from the authorised dealers only. In case spares are not available with the authorised dealers, the same can be procured from other dealers only after taking prior approval of CME/SE (Marine). Cost of spares procured for the work will be verified as per the

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manufacturer's/Authorised dealer's price list. Handling charges at the rate of **10% (Ten)** on the cost of the spares will be paid.

(g) The Cost of consumables, spares parts required in overhauling of engine/machinery /propellers such as joints, gaskets, split pins, clips, kerosene, cotton waste, cotton rags, chemicals/transportation/ pressure testing joints with water-tight packing etc., are to be included in the service charges and no extra will be paid on this account.

(h) The quantities indicated above are only approximate and are indicated for guidance only and no disputes on this issue will be entertained.

(i) All the scrap material will be the property of the contractor. However, old machinery/machinery parts renewal/replaced must be returned to SE (Marine)/MPT.

(j) All the parts renewed to be returned to Port. Spare parts available with Port will be supplied. Balance items have to be supplied and fitted.

(k) All jobs have to be carried out to the satisfaction of Surveyors. This vessel is classed under IV/IMS Act.

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FORM OF TENDER

(Notes: Tenderers are required to fill up all the
blank spaces in this Tender Form)

To,

Gentlemen,

1. Having examined, General Conditions, Special Conditions, Technical Specifications and Schedules for the manufacture of the above named works, we, the undersigned, offer to execute complete and guarantee the whole of the said work in conformity with the said General Conditions, Special condition, Technical Specifications and Schedules for the sum indicated separately in the Schedule of Price submitted in sealed cover No.2.
2. We undertake, if our Tender is accepted, to complete and to deliver the whole of the work comprised in the contract within _____days, calculated from the last day of the aforesaid period in which the work is to be commenced.
3. In the event of my/our tender being accepted, I/We undertake to deposit 10% value of the contract within 14 days of being intimated of the acceptance of the tender failing which the earnest money as mentioned above may be forfeited to the Board.
4. In the event of my or our tender being accepted, I/We also agree to enter into an agreement, to be prepared at my/our cost incorporating the annexed conditions of the contract and specifications with such additions and alterations thereto which may be necessary to give effect to the acceptance of this tender, failing which, the Board shall be entitled to forfeit the deposit of 10% of the value of the contract referred to in para 3 above.
5. We agree to abide by this Tender for the period of six months from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. We have deposited as Earnest Money with the Board's FA&CAO, Rs. _____ vide enclosed receipt No. _____ dated _____.

We further agree that if we withdraw the tender before the expiration of this period of six months or fail to execute an agreement in the form prescribed within reasonable time, the Earnest Money deposited shall be forfeited to the Board.

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7. Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof shall constitute a binding contract between us.

8. We understand that you are not bound to accept the lowest or any tender you may receive.

Place:

Signature of Authorised Representative
and Official Seal

Date:

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APPENDIX
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- i) Name of the Work : Dry Docking & Intermediate Survey of Tug Chapora-II.
- ii) Earnest Money Deposit : Rs.1,65,000/- (Rupees one Lakh sixty five thousand only)
- iii) Amount of security deposit : 10% of value of contract within 14 days from the date of acceptance of tender
- iv) Time for Completion : 26 days including 6(Six) days for To and Fro Voyage from the date of release of vessel plus 7 (Seven) days mobilization period.
- v) Amount of liquidated Damages for delay : 1% of the contract value for every 3 days or part thereof subject to the ceiling of 10% of the contract value.
- vi) (a) Period of Guarantee for equipment : six months from the date of re-commissioning of the vessel
- (b) Painting : 2½ years from the date of re-commissioning of the vessel
- vii) Terms of Payment : a) 25% advance @13% interest per annum
- : b) 50% of the work order value will be paid on completion of work and handing over of vessel to the Port. Advance payment, if any will be adjusted against this payment.
- : c) Balance all un-disputed billed amount after receipt of the bills accompanied by work done certificate certified by SE (Marine) within 30 days after receipt of the undisputed bills.

The PAN, TIN, ESI, PF, Service tax Registration Nos., name of the Bank, State, branch, MICR No., type of account and e-mail address for EFT/ ECS should be

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indicated on the bills for payment.
Bills without the above details will not be processed. Payment shall be effected by EFT/ECS only.

Dated this _____ day of _____ 2012 Signature
_____ Name _____ in the
capacity of _____ duly authorized to sign tender for and on behalf of

(IN BLOCK LETTERS)

Signature of Witness _____

Name of witness _____

Occupation of witness _____

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SCHEDULE NO.1:

EXPERIENCE

Name of the work: DRY DOCKING & INTERMEDIATE SURVEY OF TUG CHAPORA-II.

Tenderer must fill in the under-noted columns.

(1)	(2)	(3)	(4)	(5)
(6)				

Place:

Date:

Signature of authorised
Representative and rubber
Stamp (seal) of the firm

P.S.:

Tenderers should enclosed copies of work orders and performance certificate for having carried out similar work satisfactorily.

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SCHEDULE NO.2:

ORGANISATION CHART

Tenderer is to indicate the following:

Designation of resume Key personnel	Name and short of experience
---	-------------------------------------

Estimated labour force:

Peak:

Average:

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FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT

(To be used by approved scheduled bank)

1. In consideration of the Board of Trustees , Mormugao Port Trust (hereinafter called 'the Board') having agreed to exempt _____ (hereinafter called 'the said Contractor(s)') from the demand under the terms and conditions of Agreement to be entered between _____ and _____ for _____

_____ (hereinafter called "the said Agreement") of Security Deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement on production of a bank guarantee for Rs. _____ (Rupees _____ only), we _____ Bank Ltd., (hereinafter referred to as 'The Bank') do hereby undertake to pay to the Board an amount not exceeding Rs. _____ against any loss or damage caused to or suffered by the Board by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

2. We, _____ Bank Ltd., do hereby 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 cause to or would be caused to or suffered by the Board by reason of any breach by the said Contractor(s) any of the terms or conditions contained in the said Agreement or by reason of the Contractor'(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____. (Rupees _____ only).

3. We, _____ Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Board under the virtue of the said agreement have been fully paid and its claim satisfied or discharged and till the Board certifies that the terms and conditions of the said agreement has been fully and properly carried out by the said contractor(s) and accordingly discharged the guarantee, unless a demand or claim under this guarantee is made on us in writing on or before three months from the expiry date i.e. three

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months from _____ we shall be discharged from all liability under this guarantee thereafter.

4. We, _____ Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Board under the virtue of the said agreement have been fully paid and its claim satisfied or discharged and till the Board certifies that we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Board or any indulgence by the Board to the said Contractor(s) 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.

5. Notwithstanding any thing stated above, our liability under the guarantee is restricted to Rs. _____ (Rupees _____ only) the guarantee shall remain in force until _____. Unless a suit or action to enforce claim under the guarantee is filed against us within three months from that date, all rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

6. The Board is authorised to enforce claim against guarantee at the local branch of the Bank in Goa, in case such an eventuality of encashment arises.

7. We, _____ Bank Ltd., lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Board in writing.

Dated this _____ day of _____ 2012

For _____ Bank

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PROFORMA OF BANK GUARANTEE TO BE EXECUTED FOR PAYMENT OF
ADVANCE AGAINST ORDER DT.

1. In consideration of Mormugao Port Trust, Goa having agreed under the terms and conditions of an agreement no. _____ dt: _____ (hereinafter called 'the said agreement') made between Mormugao Port Trust, Goa and to make at the request of _____ (hereinafter called the said contractor(s)) an advance of Rs. _____ (Rupees _____ only) for utilising it for the purpose of the said agreement on production of a bank guarantee, we (name of the bank) _____ do hereby guarantee the due recovery by Mormugao Port Trust, of the said advance with interest @ _____ per annum thereon. if the said contractor(s) fails to utilise the said advance for the purpose of the aforesaid agreement and/or the said advance together with interest thereon as aforesaid is not fully recovered by Mormugao Port Trust, we (name of the bank) _____ hereby unconditionally and irrevocably undertake to pay Mormugao Port Trust, to the extent of Rs. _____ (Rupees _____ only) inclusive of interest at _____ per annum.

2. We, _____ bank ltd., do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Mormugao Port Trust with due intimation to the contractor(s) stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Mormugao Port Trust, by reason of any breach by said contractor(s) of any of the terms and conditions contained in the said agreement or by reasons of the contractor(s) failure to

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perform the said agreement. 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 an amount not exceeding Rs. _____ (Rupees _____ only) plus interest as aforesaid.

3 We , _____ bank ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Mormugao Port Trust under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till c.c.a of Mormugao Port Trust certified that the terms and condition of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge the guarantee unless amend of claim under this guarantee is made to us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

4. We, _____ bank ltd., further agree with the Mormugao Port Trust that the Mormugao Port Trust 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 agreement, to extend time of performance by the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or any forbearance, act or omission on the part of the Mormugao Port trust, or any indulgence by the Mormugao Port Trust, to the said contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect so relieving us.

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5. We undertake to pay M/s. Mormugao Port Trust, Goa any money so demanded, notwithstanding any dispute raised by the contractor(s), if any suit of proceedings before any court or tribunal relating thereto. Our liability under this guarantee being absolute and unequivocal, the payment so made by us under this guarantee 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.

6. We, _____ bank ltd., lastly undertake not to revoke this guarantee during its currency, except with the previous consent of the Mormugao Port Trust in writing.

7. Notwithstanding anything contained herein before our liability under this guarantee, is restricted to Rs. _____ (Rupees _____ only) with interest @ _____ per annum and it will remain in force till (date). unless a demand or claim under this guarantee is made on us in writing on or before the above date all your rights under the guarantee shall be forfeited and we shall be released and discharged from all the liabilities there under.

The Board is authorised to enforce claim against guarantee at the local branch of the Bank in Goa, in case such an eventuality of encashment arises.

Dated this _____ date of _____

for _____ bank ltd.

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CERTIFICATE

THIS IS TO CERTIFY THAT M/S. _____
HAS INSPECTED THE PROPOSED TENDERED WORK OF

TO ACQUAINT AND ASSESS THE EXTENT OF WORK INVOLVED AS PER THE
TENDER.

SIGNATURE OF THE
AUTHORISED REPRESENTATIVE
OF M/S. _____.

SE (M)

NOTE:

- 1) THIS CERTIFICATE WILL BE TREATED INCOMPLETE UNLESS DULY SIGNED BY SE (MARINE).
- 2) THIS CERTIFICATE DULY FILLED IN ALL RESPECTS SHOULD BE ENCLOSED IN COVER NO.1 OF THE TENDER.

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SECTION: _____

**CHECKLIST TO ASCERTAIN COMPLIANCE OF STATUTORY REQUIREMENTS BY
THE CONTRACTORS**

1. Name of the work _____
2. Name of the contractor and address _____

3. Ref. No. & date of Work Order _____
4. Value of the work awarded _____
5. Date of commencement of work _____
6. Scheduled date of completion _____
7. Maximum number of workers the contractor proposed to engage on any day during the execution of the work. _____
8. Whether a Licence under the Contract Labour (R & A) Act. has been obtained by the contractor. YES NO
 - a) If yes, quote Licence No. and date No. : _____
Date : _____
 - b) If no, record reasons _____

9. Whether contractor is engaging any Migrant Workmen (i.e. from other than the State of Goa)
 - a) If yes, whether the contractor has obtained licence under the Inter State Migrant Workmen (RECS) Act, 1979. YES NO
 - i) If yes, quote ref. No. and date YES NO
No.: _____
Date: _____
 - ii) If no, record reasons _____

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10. Whether registration under ESI Act. has been obtained ? YES NO
a) If yes, quote Reg. No. & DT. No. : _____
b) If no, record reasons: Date: _____

11. Whether registration under PF Act. has been obtained ? YES NO
a) If yes, quote Reg. No. & DT. No.: _____
b) If no, record reasons Date: _____

12. Any other relevant information / remarks
a) Service tax Registration
b) Income tax PAN

Date: _____

(Signature and Seal of the Contractor)

P.S.:

As per Contract Labour Act., the contractor has to keep necessary record/Register in respect of daily deployment of labour category wise and wage register for wages distributed/to be distributed to produce the same to the Labour Inspector when he inspects the contract work at site.

The Contractor has to also display notices indicating the rate of wages, hours of work, wage period and date of payment. A copy of such notices will have to be sent to the Inspector and to the undersigned as Principal Employer. The payment/disbursement of wages would be made in the presence of authorized representative of this department with prior notice and arrangements.

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DRY DOCKING & INTERMEDIATE SURVEY OF
TUG CHAPORA –II
TRANSPORTATION

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TECHNICAL SPECIFICATION FOR TRANSPORTATION OF 45T BOLLARD PULL TUG CHAPORA II FROM MORMUGAO PORT TO MUMBAI PORT AND BACK TO MORMUGAO PORT

1. SCOPE OF WORK OF CONTRACTOR:

1.1 Mormugao Port Trust require the services of technically suitable and competent party to transport Tug Chapora II safely from Mormugao Port to the Dry Dock and on completion of dry docking and repairs, (estimated to take approximately 1 to 1½ months) transport the tug back to Mormugao Port from the Dry Dock.

2. DESCRIPTION OF THE TUG:

2.1 45 Tons Bollard Pull Twin Screw Voith Schneider Cycloidal Propulsion Tractor Tug Chapora II.

2.2 Principal Particulars:

Length overall	: 31.80M
Length of water line	: 30.00M
Breadth moulded	: 11.25M
Depth	: 4.40M
Draft mld.	: 2.75M
Draft Max	: 4.93M
Service Speed	: 12 Knots
Bollard Pull	: 45 Tons
Power	: 2 x 2596 HP
Propulsion	: 2 VSP Type 28 G 11/210
Gross tonnage	: 437 T
Complement certified	: 12 Persons

2.3 ACCOMODATION:

Accommodation provided for 12 persons i.e. 10 crew + 2 Officers.

2.3.1 On Main Deck:

1. Officers cabin (attached W.C)	: 2 nos.
2. Crew cabin (for two)	: 1 no
3. Galley	: 1 no.
4. Mess Room	: 1 no.
5. Toilets for crew	: 1 no.

2.3.2. Below Main Deck:

4 Crews cabins	: 2 nos.
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2.4 Capacity:

Fresh water	: 31T approx
Fuel oil	: 75 T approx
Lub oil	: 5. 90 T approx

Technical...2/3

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2.5 Classification, Regulation and Certificates:

The tug with her equipment and machinery is constructed under the Special Survey of India Register of Shipping. The tug is classed as a Sea going vessel under Class XII and registered under the Indian Merchant Shipping Act 1958. Life Saving Appliances, Navigational aids, Fire fighting appliances and the light and sound signals are conforming to the requirement of MMD for this class of vessel.

3. Conditions of tug before transportation and MPT's scope.

3.1 The fuel oils and lubricating oils as required for transportation will be provided on board by MPT.

3.2 The sea water tanks and fresh water tanks will be filled suitably for transportation.

3.3 Crew accommodation shall be available for usage of crew during transportation.

3.4 Copies of certificates required for the voyage of tug from Classification and permission from DG Shipping shall be arranged by MPT.

3.5 MPT shall arrange Insurance coverage for the tug for its voyage from Mormugao to the place of the Dry Dock.

3.6 MPT may position its representative(s) on board the tug during the voyage.

3.7 Port clearance and pilotage at Mormugao and Mumbai Port Trust (in case MbPT dry dock is availed) will be arranged by MPT.

3.8 The following navigational and communication aids shall be made available on board during voyage. There is no auto pilot system for the tug.

a) Radar

b) Echo Sounder

c) Navigational lights

d) Magnetic compass

e) VHF Equipment (fixed) : 2 no

f) VHF Walkie Talkie sets : 2 nos.

g) Azi, Mirror, Sextant, Chronometer, Parallel ruler & Divider

3.9 Galley equipment available on board.

1. Refrigerators - : 1 no. (165 ltrs in mess room & 100 ltrs in C/E cabin)

2. Water cooler – 10 ltrs : 1 no.

3. Hot plate – 2 KW each : 2 nos.

4. Aqua guard filter : 1 no.

4. Contractors scope of supply/work additional navigational equipments:

4.1 The contractor has to temporarily fit/provide additional navigational aids on board the Tug only for the purpose of voyage from Mormugao

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Port to the place of Dry Dock and back as recommended by MMD, Mormugao/Mumbai including as mentioned below.

(Together with operating certification as required)

- 4.1.1 EPIRB (Emergency Position Indicating Radio Beacon) : 1 no
- 4.1.2 SART (Search and Rescue Radar Transponder) : 1 no
- 4.1.3 Navtex receiver : 1 no
- 4.1.4 VHF Walkie Talkie sets : If reqd.
- 4.1.5 First Aid kit : 1 no
- 4.1.6 Any other equipment required for voyage apart from above.

Note: The full responsibility of keeping the above equipments on board, ensuring their Operation as required, approvals as per rule requirements and carrying back these Equipments after completion of the job rests with the contractor

4.2 Required route/Navigational charts shall be under the contractor scope for voyage.

4.3 The contractor has to employ the required crew on board with valid certificates for safe voyage of vessel as per Merchant Ship rules for this size and class/type of vessel the necessary dispensation from MMD, for the crew and Officers shall be arranged by the contractor

4.4 Transportation to the Dry Dock and back means taking over the Tug from MPT staff, unberthing at Mormugao, transporting to the place of Dry Dock, berthing and handing over to MPT staff at the Dry Dock, taking over from MPT staff after completion of repairs and transporting to Mormugao, berthing and handing over to MPT staff at Mormugao port, to the full satisfaction of the Chief Mechanical Engineer/ MPT.

4.5 The provision and cooking arrangements are to be made by contractor for persons on board during voyage.

4.6 The contractor shall arrange necessary insurance coverage for the crew and officers for Voyage.

4.7 The contractor shall arrange necessary travel arrangement for the return journey of their crew and officers at their cost.

4.8 On arrival of Tug at the place of Dry Dock and after returning to Mormugao Port, MPT shall provide crew for the vessel to replace contractor's crew.

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4.9 Any other items and arrangements required other than specified at paras 3&4 for transporting the Tug shall be arranged by the contractor.

5.0 SCHEDULE OF TRANSPORTATION

5.1 As indicated in the commercial conditions of the Tender

6.0 SCHEDULE OF PRICE

6.1 The Contractor shall quote separately for the following:

(a) Lumpsum price for the transportation of Tug considering stays at both Ports for execution of the work.

(b) The contractor shall also indicate unit rate for additional day of stay for their crew and officers on board the Vessel at Mormugao Port and the place of Dry Dock, if required by MPT.

7. GENERAL CONDITIONS:

7.1 The contractor shall submit the price proforma with the price along with the Techno-commercial bid.

7.2 One week mobilization notice will be given by MPT.

7.3 The Contractor shall submit the Bids in duplicate along with clause-wise confirmation for all the clauses along with enclosures as required without which offer is liable for rejection.

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COMMERCIAL CONDITIONS FOR TRANSPORTATION OF 45 TON BOLLARD
PULL TUG CHAPORA II FROM MORMUGAO PORT TO THE PLACE OF DRY
DOCK AND BACK TO MORMUGAO PORT AFTER DRY DOCKING/REPAIRS.

Pages: 2.

1. PRICE:

1.1 The Bidder should quote a lumpsum price for carrying out entire scope of work as envisaged in the Technical Specification. The price so quoted should be "Firm" & Final and inclusive of all statutory levies / requirements, however nomenclatured and shall remain "Unaltered" for the entire contract period including the extended period, if any, without being subject to any escalation till the complete execution of the contract, in full by the bidder as envisaged in the technical specification. The price as quoted should be in Indian Rupees only.

1.2 Bidder should also quote the unit rate in case of additional days stay of their Crew & Officers on board the vessel both at Mormugao Port and the place of Dry Dock separately if reqd., by MPT.

1.3 Transportation of the Tug from Mormugao Port to the place of Dry Dock and back means; taking over of the Tug from Mormugao Port staff and unberthing at Mormugao, transporting to the place of Dry Dock, berthing and handing over to MPT staff, taking over from MPT staff after completion of repairs, transporting to Mormugao, berthing and handing over to MPT staff at Mormugao Port, to the full satisfaction of the Chief Mechanical Engineer/MPT.

1.4 The price so quoted should also include the following:

(a) Insurance coverage for the crew and officers to be deployed by the bidder. However in case of MPT personnel deployed on board the insurance coverage for them is to MPT's account.

(b) To and fro travel expenses i.e. from the bidders place to Mormugao and return passage from the Dry Dock and vice versa as required, for the crew and officers.

(c) Necessary charges for crew and officers clearance from MMD if any.

(d) Fees/charges to be paid to bidder's crew and officers.

(e) Provisions and cooking arrangements to be made by the bidder including that required for personnel, to be positioned on the vessel during voyage. MPT proposes to position 3 to 4 personnel from their side during voyage of the vessel from Mormugao Port to the place of Dry Dock and back.

(f) Boarding and lodging for the crew and officers being deployed by the bidder on land.

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1.5 The lumpsum price as quoted by bidder (indicated at 1.1 above) shall form basis for Evaluation of bidder's offer.

2. DEPLOYMENT OF PERSONNEL & NECESSARY EQUIPMENT REQUIRED FOR VOYAGE:

2.1 The vessel would be available for transportation by end and return expected within 1½ month. However the exact date will be intimated to the successful bidder giving mobilization notice as per Clause 27 of Technical specification. The successful bidder should be in a position to deploy adequate number of crew and officers for execution of full scope of work.

2.2 The crew and officers so deployed by the bidder should have valid certificates and statutory documentation for manning and handling the vessel for ensuring safe voyage of the vessel. The necessary dispensations from MMD for the crew and the officers shall be arranged by the bidder.

2.3 Bidder shall provide necessary equipment required temporarily for voyage as envisaged at CL.4.1 of Tech Specification.

3. FAILURE OF THE CONTRACTOR LIQUIDATED DAMAGES AND SUBLETTING:

3.1 The allotted voyage period shall be 6(six) days i.e. 3 days each from handing over of Tug Chapora-II at Mormugao & the Place of Dry Dock respectively. Please note that time is the essence of the contract. In case, the successful bidder (Contractor) fails to complete the job in the stipulated duration and in the event it is established that the reasons for such delay are attributable to the contractor, the following recourse shall be resorted to by MPT.

(a) Levy of liquidated damages as per the clause no.26 (Instruction to tenderers) of the tender document.

OR

(b) To cancel the contract/order and to entrust whole or part of the uncompleted work to any other contractor at original contractor's cost and risk.

3.2 Any sub-letting/sub-contracting/transferring/arranging the contract of part thereof by the successful bidder shall be done with express permission of MPT.

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DRY DOCKING & INTERMEDIATE SURVEY
TO TUG CHAPORA -II

PRICE SEHDULE

COVER II

Prices quoted shall be inclusive of Dry Docking and Intermediate Survey of Chapora-II including transportation of Tug to Dry Dock and back on turn key basis' as follows

- a) Price schedule for dry docking repairs as per Annexure A, Volume II
- b) Price Schedule for Transportation as per Annexure B, Volume II

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