

# **DEENDAYAL PORT AUTHORITY**



## **TENDER DOCUMENTS FOR**

**"PROVIDING MARINE SERVICES AT  
TUNA/TEKRA DRY BULK TERMINAL FOR THE  
PERIOD OF 10 YEARS"**

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**TENDER NO.02/2024**

**Tender Invited by: -**

Deputy Conservator,  
A.O. Building, 1st Floor,  
Deendayal Port Authority,  
Gandhidham – Kutch,  
Gujarat – India

PHONE NO: + 91-2836-233585,  
220235

Mobile No. 9603123449

Email ID: [dyconservator@deendayalport.gov.in](mailto:dyconservator@deendayalport.gov.in)

**E-Tenders****TENDER NO: - 02/2024****NAME OF WORK:****"PROVIDING MARINE SERVICES AT TUNA/TEKRA DRY BULK TERMINAL FOR THE PERIOD OF 10 YEARS"****PERIOD OF DOWNLOADING OF BID DOCUMENTS**

<b>FROM</b>	<b>:</b>	<b><u>28.05.2024</u></b>
<b>TIME &amp; DATE OF PRE-BID MEETING</b>	<b>:</b>	<b>@ 15.00 Hrs. on 04.06.2024</b>
<b>LAST DATE &amp; TIME FOR RECEIPT OF BIDS</b>	<b>:</b>	<b>@ 15.00 Hrs. on 11.06.2024</b>
<b>TIME &amp; DATE OF OPENING OF BIDS</b>	<b>:</b>	<b>@ 15.30 Hrs. on 11.06.2024</b>
<b>PLACE OF OPENING OF BIDS</b>	<b>:</b>	CHAMBER OF DEPUTY CONSERVATOR, DEENDAYAL PORT AUTHORITY, A.O. BUILDING, 1 <sup>ST</sup> FLOOR, GANDHIDHAM – KUTCH, (GUJARAT STATE) 370 201.

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**OFFICER INVITING BIDS: DY. CONSERVATOR, DEENDAYAL PORT AUTHORITY**

## **DEENDAYAL PORT AUTHORITY**

### **TENDER FOR "PROVIDING MARINE SERVICES AT TUNA/TEKRA DRY BULK TERMINAL FOR THE PERIOD OF 10 YEARS"**

NO.	DESCRIPTION
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03.	Instructions to tenderers I & II
04.	Form of tender
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06.	Personnel
07.	Annexure – I Technical Specifications of Tug/Tugs to be offered
08.	Schedule – C (Schedule of experience)
09.	Scope of Operation
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11.	Compliance with statutes and regulations
12.	Annexure-II (Specimen EMD Bank Guarantee).
13.	Annexure – III (Specimen Contract Agreement)
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**DEENDAYAL PORT AUTHORITY**  
**TENDER NO.02/2024**

E-Tenders are invited by **THE DEPUTY CONSERVATOR, DEENDAYAL PORT AUTHORITY** as per the details given in the table below.

Name of Work	Cost of tender document (INR)	Estimated cost (INR)	EMD (INR)	Tender Downloaded from	Date of pre Bid Meeting	Last date and time of submission of Bid	Date and time of opening of Bid
Providing Marine Services at Tuna/Tekra Dry Bulk Terminal for the period of 10 years.	5,000/- Plus GST (18%) as admissible	44,56,48,216/ Per Year	44,56,482.00	28/05/2024	04.06.24 At 15.30 hrs.	15.00 hrs. on 11/06/2024	15.30 hrs. on 11/06/2024

Detailed tender notice along with complete tender documents can be downloaded from website: <https://tender.nprocure.com> from 28/05/2024 to 11.06.2024 at 15.00 hrs. The tender Notice is also available on <https://www.deendayalport.gov.in> and <https://eprocure.gov.in>. Technical bid will be opened on 11.06.2024 at 15.30 hrs. The date of opening of price bid will notified after scrutiny and evaluation of Technical Bid. For Further details, contact: 02836-220235/233585, Mobile No.9603123449 At office of the Deputy Conservator administrative building Gandhidham during any working hrs before the last date and time of downloading the Tender Document.

**Deputy Conservator,  
Deendayal Port Authority**

## **NOTICE INVITING ON LINE TENDER**

<b>Department</b>	Marine Department
<b>Circle/ Division</b>	Marine Department, A.O. Building, 1st Floor, Gandhidham (Kutch) – 370 201.
<b>Tender Notice No.</b>	02/2024
<b>Name of Project</b>	Providing Marine Services at Tuna/Tekra Dry Bulk Terminal for the period of 10 years.
<b>Name of Work</b>	Providing Marine Services at Tuna/Tekra Dry Bulk Terminal for the period of 10 years
<b>Estimated Contract Value (INR)</b>	Rs.44,56,48,216.00/- (Forty Four Crores Fifty six lakhs Forty Eight Thousand Two Hundred sixteen only) per Annum
<b>Period of hiring</b>	10 years from the date of deployment of tugs.
<b>Bidding Type</b>	Open
<b>Bid Call (Nos.)</b>	One
<b>Tender Currency Type</b>	Single
<b>Tender Currency Settings</b>	INR
<b><u>Pre-Qualifying Criteria:</u></b>	<p>1. <b><u>Financial Standing:</u></b></p> <p>The average annual financial turnover of the Bidder over the past three years ending 31<sup>st</sup> March of previous financial year should not be less than <b>Rs.1336.94</b> Lakhs, Certified by Chartered Accountant.</p> <p>2. <b><u>Experience in terms of:</u></b></p> <p>Experience of having successfully completed similar works/on-going works completed more than one-year period, during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following (Quoting for each tug):</p> <p>(i) Three similar completed works each costing not less than <b>Rs.1782.59</b> Lakhs.</p>

**OR**

(ii) Two similar completed works each costing not less than **Rs.2228.24** Lakhs.

**OR**

(iii) One similar completed work costing not less than **Rs. 3565.18** Lakhs.

**Similar works means** "Hiring/Chartering with manning and operation of harbor tugs for Port/Harbour Operations".

**3.Capability and Resources:** The Bidder should be in business of hiring/ management of crafts/port operations.

**4. Satisfactory Performance:**

*Experience in last Seven (7) years:*

The Bidder should submit the documentary proof for satisfactory performance from the owners/clients to whom the Tugs were supplied on hire basis and operated successfully.

In case of ongoing works, completed more than one-year period, completed value of work as on last day of month previous to the one in which applications are invited should be considered for qualification.

**Note:** If the bidder has executed the work in private organization, necessary TDS certificate issued by the private organization shall be submitted.

<p><b><u>Joint Venture:</u></b></p>	<p><b><u>Allowed</u></b></p> <ul style="list-style-type: none"> <li>• In case of JV to qualify experience in similar works, merging of work order value executed by two or more of its member JV either as a whole or as member of JV shall not be permitted to qualify eligible works in terms of similar completed works. Only no. of work orders executed by members of JV shall be merged to evaluate experience.</li> <li>• Lead partner should have executed at least one similar work costing <b>Rs.1782.59 lakhs</b> in case quoting for one tug as per Minimum Eligibility Criteria.</li> <li>• The works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of joint venture or as a sub-contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience. Further they may upload the scanned permission letter for sub-contractor issued by principle (main client) otherwise the bid shall stand non-responsive.</li> <li>• In the case of bid submitted by JV/ Consortium, the <b><i>lead partner of the JV shall meet the Minimum Eligibility Criteria of Financial Turnover.</i></b></li> </ul>
<p><b><u>Integrity Pact:</u></b></p>	<p>Integrity Pact need to be submitted <b><i>in Preliminary bid stage</i></b> duly scanned, stamped, signed and dated along with witness signatures (to be arranged by the bidder) as per format available in <b>Annexure – VI</b> in the tender document <b><u><i>failing which bid submitted by the bidder will be considered non-responsive.</i></u></b></p>
<p><b><u>Downloading Websites:</u></b></p>	<p><a href="https://tender.nprocure.com">https://tender.nprocure.com.</a>  <a href="http://www.deendayalport.gov.in">http://www.deendayalport.gov.in.</a>  <a href="http://www.eprocure.gov.in">http://www.eprocure.gov.in.</a></p>
<p><b><u>Bid Document Fee:</u></b></p>	<p><b>Rs.5,900/-</b> (Including GST 18%)</p>
<p><b><u>Document Fee Payable To:</u></b></p>	<p>Board of Deendayal Port Authority, Gandhidham</p>

<b><u>Bid Security/ EMD(INR):</u></b>	<b>Rs. 44,56,482.00/-</b>
<b><u>Bid Security/ EMD (INR) In Favour of:</u></b>	Board of Deendayal Port Authority, Gandhidham in form of Bank guarantee
<b><u>Bid Document Downloading Start Date</u></b>	28/ 05 /2024
<b><u>Bid Document Downloading End Date</u></b>	11 / 06 /2024
<b><u>Date &amp; Place of Pre-Bid Meeting</u></b>	04/06/2024 @ 15.30 Hrs. in the Board room.
<b><u>Last Date &amp; Time for Receipt of Bids</u></b>	11 /06/2024 up to 15.00 Hrs.
<b><u>Bid Validity Period</u></b>	120 Days from the date of opening of technical bid.
<b><u>Condition for EMD &amp; Tender fee.</u></b>	<p><b><u>Tender Fees:</u></b> Rs. 5,900/- (incl. of GST) shall be made through online payment mode in <b>Bank of Baroda, Gandhi Dham Branch, a/c no.: 10080100022427, IFSC Code: BARBOGANKUT.</b></p> <p><b><u>EMD:</u></b> Rs. 44,56,482/- (<b>Rupees Forty-Four Lakhs Fifty-Six Thousand Four Hundred-Eighty-two only</b>) also shall be made through online payment mode/ Bank Guarantee drawn in favour of Board of Deendayal Port Authority, Gandhidham, from any Nationalized Bank / Scheduled Bank (except co-operative bank) having its branch in Gandhidham.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification -2008 mentioned in the Sub class Nos. <b>30111,30112,30113</b> only shall become eligible for exemption from payment of tender fee/EMD shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall also upload the scanned copy of valid &amp; relevant certificate on (n) procure website along <b>with 'Bid Securing Declaration Form' (Section-XIII)</b> in preliminary bid failing which the bid shall be considered non-responsive.</p>



	<table border="1"> <tr> <td><b>SECTION F</b></td> <td><b>MANUFACTURING</b></td> </tr> <tr> <td>DIVISION 30</td> <td>MANUFACTURING OF OTHER TRANSPORT EQUIPMENT</td> </tr> <tr> <td>GROUP 301</td> <td>Building of Ships and Boat</td> </tr> <tr> <td>CLASS 3011</td> <td>Building of commercial vessels: passenger vessels, ferry boats, cargo ships, tugs, tankers, hovercraft (except recreation type hovercraft) etc.</td> </tr> <tr> <td>Sub-class 30111</td> <td>Building of commercial vessels: passenger vessels, ferry-boats, cargo ships, tankers, tugs, hovercraft (except recreation-type hovercraft) etc.</td> </tr> <tr> <td>Sub-class 30112</td> <td>Building of warships and scientific investigation ships etc.</td> </tr> <tr> <td>Sub-class 30113</td> <td>Building of fishing boats fish processing factory vessels</td> </tr> </table>	<b>SECTION F</b>	<b>MANUFACTURING</b>	DIVISION 30	MANUFACTURING OF OTHER TRANSPORT EQUIPMENT	GROUP 301	Building of Ships and Boat	CLASS 3011	Building of commercial vessels: passenger vessels, ferry boats, cargo ships, tugs, tankers, hovercraft (except recreation type hovercraft) etc.	Sub-class 30111	Building of commercial vessels: passenger vessels, ferry-boats, cargo ships, tankers, tugs, hovercraft (except recreation-type hovercraft) etc.	Sub-class 30112	Building of warships and scientific investigation ships etc.	Sub-class 30113	Building of fishing boats fish processing factory vessels
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<b><u>Banking Details:</u></b>	<b>Bank of Baroda, Gandhidham Branch, a/c no.: 10080100022427, IFSC Code: BARBOGANKUT.</b>														
<b><u>Bid Opening Date:</u></b>	Technical Bid will be opened on 11/06/2024 @ 15.30 Hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.														

<b><u>Documents required to be submitted by scanning through online:</u></b>	Documents in support of fulfilling qualifying criteria as indicated above.  EMD and tender fee in the form of online transfer/digital mode or Bank Guarantee mode.
<b><u>Officer- Inviting Bids:</u></b>	Deputy Conservator, Deendayal Port Authority, Marine Department, A.O. Building, 1st Floor, Deendayal Port Authority, Gandhidham (Kutch)
<b><u>Bid Opening Authority:</u></b>	Deputy Conservator, Deendayal Port Authority.
<b><u>Address:</u></b>	Deputy Conservator, Deendayal Port Authority, Marine Department, A.O. Building, 1st Floor, Deendayal Port Authority, Gandhidham (Kutch)
<b><u>Contact Details:</u></b>	02836-233585, 220235 / 9603123449

**Note:**

In case bidders need any clarifications or if training is required to participate in online tenders, they can contact (n)Procure Support team at following address: -

(n)code Solutions – A division of GNFC Ltd.,  
(n)Procure Cell, 403, GNFC Infotower,  
S.G. Road, Bodakdev,  
Ahmedabad – 380054 (Gujarat).

## Contact Details:

Airtel: +91-79-40007501, 40007512, 40007516, 40007517, 40007525  
BSNL: +91-79-2684511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525)  
Reliance: +91-79-30181689  
Fax: +91-79-26857321, 40007533 E-mail : nprocure@gnvfc.net

TOLL FREE NUMBER: 1-800-233-1010 (EXT: 501, 512, 516, 517, 525)

**Deputy Conservator,  
Deendayal Port Authority**

## **DEENDAYAL PORT AUTHORITY**

### **INSTRUCTIONS TO TENDERERS-I**

1. E- tenders are invited for "Providing Marine Services at Tuna/Tekra Dry Bulk Terminal for the period of Ten years" in accordance with the attached instructions to tenderers, form of tender, general conditions, technical specifications, special conditions etc. in the form of tender set from qualified and experienced firms in the field of supply, man and operate.
2. Documents/Forms to be submitted [the bidder shall scan and forward the following documents/Forms with their bid]: Hard copy of all the
  - (i) **Tender Fee Receipt:** Tender Fee of Rs. 5,900/- (including GST 18%) to be remitted through online transfer /Digital mode in favor of DPA payable at Gandhidham.
  - (ii) **EMD/Bid Security:** EMD: Rs. 44,56,482/- (**Rupees Forty-Four Lakhs Fifty-Six Thousand Four Hundred-Eighty-two only**) shall be made through online payment mode/ Bank Guarantee drawn in favour of Board of Deendayal Port Authority, Gandhidham, from any Nationalized Bank / Scheduled Bank (except co-operative bank) having its branch in Gandhidham.  
 In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification -2008 mentioned in the Sub class Nos. **30111,30112,30113** only shall become eligible for exemption from payment of tender fee/EMD shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with 'Bid Securing Declaration Form' (**Section-XIII**) in preliminary bid failing which the bid shall be considered **non-responsive**.  
 However, for the purpose of realization of Tender Fees & EMD, bidder shall send the same in original to Deputy Conservator at the time of tender opening or send the same through RPAD so as to reach the Deputy Conservator, Deendayal Port Authority, A.O. Building, Gandhidham within 07 days from the last date of opening along with other documents.
3. A Pre-bid meeting will be held in the Board room, A.O. Building, Deendayal Port Authority, Gandhidham on 04 /06/2024 @ **15.30 Hrs.** to clarify the

requirements and various doubts raised by the tenderers in writing. The outcome of Pre-bid meeting shall be communicated to all Tenderers. The date of submission of tender will be intimated while conveying the outcome of the pre-bid meeting.

4. The acceptance of a tender or part thereof will rest with the Chairman, Deendayal Port Authority, who does not bind himself to accept the lowest tender or part thereof and reserves the right to reject any or all the tenders received without assigning any reasons. Tenders which do not fulfill the prescribed qualification will be liable for rejection.
5. Tender papers containing conditions of contract, Technical specifications etc. can be downloaded from website <https://tender.nprocure.com>, [www.deendayalport.gov.in](http://www.deendayalport.gov.in) & <https://eprocure.gov.in> on payment of Rs.5,900/- non-refundable as tender fee by online transfer/digital mode in favour of Deendayal Port Authority payable at Gandhidham.
6. The hard copies of tenders documents with Tender Fees & EMD sent by post should also reach within 7 days.
7. EMD of Rs. 44,56,482.00 shall be submitted shall be made through online payment mode/ Bank Guarantee drawn in favour of Board of Deendayal Port Authority, Gandhidham, from any Nationalized Bank / Scheduled Bank (except co-operative bank) having its branch in Gandhidham – Kutch District, as per enclosed format.
8. Tenderers shall submit the Tender Documents downloaded from the websites, duly stamped and signed on each page as token of acceptance of the Deendayal Port Authority terms and conditions mentioned therein.
9. After technically qualified the bidder quoting the lowest price will have considered for acceptance evaluation and comparison of the tenders. Only those tenders as have been determined to be substantially responsive to the requirement of the tender document will be evaluated, Other non-responsive tender will have rejected. Employers decision on this shall be final, conclusive and binding.

### **Evaluation & Comparison of Tenders**

Only those tenderers as have been determined to be substantially responsive to the requirements of the Tender Documents will be evaluated. Other non-responsive tenders will be rejected. Employer's decision on this shall be final, conclusive and binding.

### **Price Bid Evaluation**

Price bids of those tenderers, Price bids of those tenderers, who have qualified techno-commercially, will be opened and daily charter rate for evaluation will be calculated as per the following:

Basic Charter hire rates per day = X

Y=Fuel consumption of Main engine at 100%

MCR as per Shop Test.

Fuel Oil consumption of DG set

= Z lit/hour/DG Set.

Daily Rate =  $X + \left[ \frac{(6 \times 2 \times Y)}{4} + \frac{(12 \times 1 \times Z)}{2} \right] C$

Where C=Cost of fuel oil/liter on the date of the submission of the tender

(IOC rate prevailing on the last date of opening of price bid) Employer will consider 6 hours of running of main engine per day and 12 hours of running of DG set per day for evaluation purpose only. It is also presumed that Tug will operate on 2 main engines and 1 DG set. In case the arrangement is different than tenderer may specify clearly. Fuel consumption will be taken at 100% MCR which the Tender is required to submit as per schedule of the requirement of fuel consumption at 85% and 50% MCR may be made as a declaration but need not to be supported with builder's certificate. In case of excess consumption of the fuel from the declared quantity, party has to bear the cost of excess fuel.

**10.** Following documents to be submitted in Technical bid stage –II Cover (soft copies to be uploaded in (n) procure portal and hard copies to be submitted to the office of Deputy Conservator within 7 days from the date of opening of technical bid: -

- 1) Technical bid including specification and drawings/Brochures etc.
- 2) Whole tender document duly filled in all the annexure/schedules, etc. (except price Schedule-B, which is to be submitted blank) etc. signed on each page of tender as token of acceptance of Deendayal Port Authority's conditions. The price Schedule-B to be filled in online in (n) procure portal. Bidders may note that price quoted shall not be declared anywhere in technical bid, failing to which their bid will be rejected.
- 3) Pre-bid clarifications signed on each page as token of acceptance.
- 4) Annual accounts and Profit & Loss Accounts duly audited by Chartered Accountant of last three years.  
  
Documentary evidence for having successful completion of similar nature of work i.e. "Hiring/Chartering with manning and operation of harbor tugs for Port/Harbour Operations".
- 5) Tenderers shall give declaration on their not having been banned or de-listed by any government, semi-government agency or PSUs, otherwise their bid is liable to be rejected as 'Non-responsive'.
- 6) The average annual financial turnover of the Bidder over the past three years ending 31st March of previous financial year should not be less than Rs.1336.94 Lakhs, Certified by Chartered Accountant.

Experience of having successfully completed similar works/on-going works completed more than one-year period, during last 7 years ending last day of

month previous to the one in which applications are invited should be either of the following (Quoting for each tug).

Three similar completed works each costing not less than Rs.1782.59 Lakhs.

OR

Two similar completed works each costing not less than Rs.2228.24 Lakhs.

OR

One similar completed work costing not less than Rs. 3565.18 Lakhs per tug.

**Satisfactory Performance:** The Bidder should submit the documentary proof for satisfactory performance from the owners/clients to whom the Tugs were supplied on hire basis and operated successfully. In case of ongoing works, completed more than one-year period, completed value of work as on last day of month previous to the one in which applications are invited should be considered for qualification.

If the bidder has executed the work in private organization, necessary TDS certificate issued by the private organization shall be submitted

### **Joint Venture: Allowed**

In case of JV to qualify experience in similar works executed by two or more of its member JV either as a whole permitted to qualify eligible work in terms of similar order executed by member of JV shall be merged to evaluate experience.

- Lead partner should have executed at least one similar work costing **Rs.1782.59** lakhs in case quoting for one tug as per Minimum Eligibility Criteria.
- The works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of joint venture or as a sub-contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience.
- In the case of bid submitted by JV/ Consortium, the lead partner of the JV shall meet the Minimum Eligibility Criteria of Financial Turnover.

**Similar works means** "Hiring/Chartering with manning and operation of harbor tugs for Port/Harbour Operations

7) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by

the contractor the bid shall become invalid and cost of bid document shall not be refunded.

## **11. Conditions for bid submission by Joint Venture:**

- (i)** Companies/Contractors may jointly undertake contract/contracts. The number of partners in JV/Consortium shall be limited to maximum of three. Each entity would be jointly and severally responsible for completing the task as per the contract, however declaration of the Lead member (JV has to designate one partner as Lead Member in their MOU) to be indicated by bidders. The firms with at least 26% equity holding each are allowed to jointly meet the eligibility criteria.
- (ii)** A legally binding Joint venture / Consortium Agreement signed by authorized signatories of all the partners of the JV/Consortium, as per the Proforma at ANNEXURE X, shall be enclosed with the bid.
- (iii)** Power of attorney duly executed and signed by legally authorized signatories of all the partners, authorizing the Lead Partner (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV/Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner, as per the Proforma at ANNEXURE XI, which shall be duly authenticated by a notary public or equivalent certifying authority, shall be enclosed with the bid.
- (iv)** The bid and in the case of the successful bidder, the Agreement, shall be signed and / or executed in such a manner for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). The Contract shall be signed by legally authorized signatories of all partners.
- (v)** The Lead Partner shall be authorized to receive instructions for and on behalf of the partners of the Joint venture and entire execution of the Contract including payment shall be carried out exclusively through the Lead Partner. A Statement to this effect should be included in the Joint Venture Agreement.
- (vi)** All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a Statement to this effect should be included in the Joint Venture Agreement.
- (vii)** Bid Security as required shall be furnished by Lead Member of Joint venture.
- (viii)** Performance Guarantee, as required, will be furnished by Lead Member of Joint venture.
- (ix)** Participation by a firm in more than one JV /Consortium is not permissible. A firm who submits bid on individual capacity is not eligible to be a partner of a JV /Consortium. In case a firm's name appears in more than one bid then both application may be rejected.
- (x)** Each partner must submit the complete documentation, or portions applicable thereto, required qualifying the firm for bidding.

- (xi) All the partners of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.
- (xii) Notwithstanding demarcation or allotment of work among the partners, each partner shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
- (xiii) The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
- (xiv) All the correspondences between the Employer and the contractor shall be routed through the Lead Partner.
- (xv) In the event of default by the Lead Partner, it shall be construed as default of the Contractor; and Employer will take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- (xvi) An undertaking that all the partners are jointly and severally liable to the Employer for the performance of the contract shall be enclosed with the bid.
- (xvii) In the event of any partner leaving the JV, it shall be intimated to the Employer within 30 days by other partner(s). Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- (xviii) The contractor shall not alter its composition or legal status without the prior written permission of the Employer. Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- (xix) One of the partners of JV/Consortium should have downloaded the bid documents.

- 12. Income Tax PAN No. and GST No. are to be furnished/indicated. The price bid should be inclusive of all taxes and duties. No Mobilization/de-mobilization charges will be paid. The tenderers should quote a Lump sum rate per day.**
- 13. Tenderers are not expected to make any post tender correction/modification and they will not be allowed to withdraw the tender once submitted after last date of submission of bid.**
- 14. The tenderer shall attach Scanned copy of pre-contract Integrity Agreement (as per Annexure-VI) is to be uploaded along with the bid. Original hard copy of Pre-Contract Integrity Pact Agreement shall be submitted by post or hand immediately after closing date of online E-tender failing which tender shall be considered irrelevant.**

## **15. Submission of Online Tenders**

Bidders who wish to participate will have to procure/should have legally valid Digital Certificate, as per Information Technology Act-2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by



Government of India. All bids should be digitally signed.

For details regarding Digital signature certificate and related matters, the below mentioned address should be contacted: (n) code Solutions, A Division of GNFC, 301 GNFC Info tower, Bodakdev, Ahmedabad. Tel. 91-79-26857316/17/18 Fax: 91-79-26857321

E-mail: nprocure@gnvfc.net Mobile: 9327084190 / 9898589652. Only the online bidding shall be considered for participation.

The accompaniments to the tender documents as described under Clause 10 shall be Scanned and submitted On-Line along with Tender documents. However, the originals/ attested hard copies along with tender documents (except Price Bid) signed on bottom left corner of each page in token of acceptance of tender conditions and shall have to be forwarded subsequently so as to reach the office of Dy. Conservator within 7 days of opening of the tenders.

The instructions for e-tendering are given at next page.

**Deputy Conservator  
Deendayal Port Authority**

## **INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR E-TENDERING**

### **(FORMING PART OF NIT AND TO BE POSTED ON WEBSITE)**

1. Information and instructions for Contractors will form part of NIT and to be uploaded on website.
2. The intending bidder must have class-III digital signature to submit the bid.
3. The Bid Document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents such as Bank Guarantee of any Nationalized Bank/scheduled bank towards cost of bid document, and EMD in favour of D.P.A.
4. Bidder may modify or withdraw their bids before last date and time of submission of bid as notified.
5. While submitting the modified bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
6. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
7. Contractor can upload documents in the form of JPG format and PDF format.
8. It is mandatory to upload scanned copies of all the documents including GST registration number as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.
9. If the contractor is found ineligible after opening of bids, his bid shall become invalid and cost of bid document shall not be refunded.
10. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the contractor the bid shall become invalid and cost of bid document shall not be refunded.
11. Certificate of Financial Turn Over: At the time of submission of bid contractor may upload Affidavit/Certificate from CA mentioning Financial Turnover of last 3(Three) years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.

12. Contractor must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
13. The Draft information and instructions to Contractors may be modified suitably by NIT approving authority as per requirement.
14. All the mandatory document required/prescribed for pre-qualification have to be enclosed by the bidder failing which his offer shall be rejected and treated as non-responsive. However, additional documents required if any for verification of the original documents shall be submitted by the bidder if required by DPA.

**Deputy Conservator  
Deendayal Port Authority**

## **FORMAT FOR TECHNICAL QUALIFICATION OF BIDDERS**

The information to be filled in by the Bidder in the following pages will be used for the purpose of Technical Qualification as provided for in the Instructions to Tenderers.

### **1. Only for Individual Bidders**

#### 1.1. Constitution or legal status of Bidder (*Attach copy*)

- Place of registration:
- Principal place of business
- (Power of attorney of signatory of Bid (Attach )

### **2. Turnover of the Firm/ JV**

<b>Year</b>	<b>Turn over</b>
<b>2020-21</b>	
<b>2021-22</b>	
<b>2022-23</b>	

**Attachments:** Financial reports for the last **three** years: balance sheets, profit and loss statements, auditors' reports (in case of companies/ corporation) etc. List them below and attach copies. Attested Copy of Annual Turnover during last three year ending of the previous financial year.

### 3. Similar Works

Particulars	Year	No. of works	Value
Total value of completed similar work as defined in the tender document during last <b>7</b> years	2017-18		
	2018-19		
	2019-20		
	2020-21		
	2021-22		
	2022-23		
	2023-24		

Attachments  
:

Supporting documents, viz., Successful

completion certificates from clients, other documentations to substantiate the similarity of work as per definition of "Similar Work". Employers reserve the right to verify the information;

### 4. Information on litigation history in which the Bidder is involved.

Other party(ies)	Port	Cause of dispute	Amount	Remarks involved showing present status.

5. Declaration of not having been banned or de-listed by any Govt., semi Govt., or PSUs.

6. Additional Information Bidder may like to submit.

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Tenderer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## **EXCEPTIONS AND DEVIATIONS**

As pointed out in the Tender Call Notice, Bidder may stipulate here exceptions and deviations to the bid conditions, if considered unavoidable.

Sr. No	Page No. of Bid Document	Clause No. of Bid Document	Subject Deviation with Reasons

Note : However, the Bidders to note that un-acceptable deviations, if any, the bid shall be liable for rejection. Bidder is discouraged to deviate from Bid conditions, specifications, delivery schedules, commercial terms as per the tender document.

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Tenderer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## DEENDAYAL PORT AUTHORITY

### INSTRUCTIONS TO TENDERERS-II

Tender documents for "Providing Marine Services at Tuna/Tekra Dry Bulk Terminal for the period of Ten years".

#### 1. REQUIREMENTS:

##### **SCOPE OF OPERATION**

The detailed scope of work along with the list of manpower and equipment's required at DPA's Tuna/Tekra Dry Bulk Terminal at Tuna off Tekra is as follows:

##### **1) SCOPE OF THE SERVICES:**

The scope of the services under this contract shall be all activities connected with Pilotage of ships from anchorage to terminal and from terminal to anchorage / open sea with Contractor's own equipment and manpower after unloading / loading of cargo. The Terminal at Tuna/Tekra is not sheltered waters and is in open sea. However, it is within the time limit of Deendayal Port. These services shall be provided round the clock including during night navigation and on all days of the year and for this the Contractor has to provide the following. along with the equipment stationed at Tuna Tekra

1. Terminal Operation Manager cum Pilot -1+1(Pilot)
2. Tugs – 2 nos (55 T BP)
3. Tugs – 2 nos (60 T BP)
- 4 Mooring crew – 2 set
5. Operation of Signal Station at Tuna/Tekra Dry Bulk Terminal (with Radio Operator - 2, Assistants-2).

The equipment's stationed at Tuna Tekra Bulk Terminal can be used at any location within the jurisdiction of DPA in case of requirement as decided by Deputy Conservator. Due to any reason if DPA has to provide any craft or pilot for the terminal the same will be provided at SOR rates. The charges of pilot will be daily rate of that pilot (+) transportation.

## **2) DURATION OF CONTRACT:**

10 Years from the date of deployment of services.

## **3) PILOTAGE:**

The contractor shall provide efficient Pilotage Services for ships from anchorage to terminal and terminal to anchorage / open sea. The Pilot will stay on the ship from the anchorage till the time of berthing and /or till the time of reaching at anchorage / open sea. One of the pilot will also be the Terminal Operation Manager and liaise with the Deputy Conservator of Deendayal Port Authority.

## **4) Terminal Operator cum Pilot/Pilot:**

The Terminal operator cum pilot will have an overall control of the Marine Services at the Terminal. He would also carry out pilotage whenever the pilot is not available.

The contractor shall employ at least two qualified Pilots for this contract, out of which one pilot shall work as Terminal Operation Manager in addition to carrying out the pilotage acts. One of the pilot shall always be available on duty at the Terminal and act as Marine Terminal Manager in charge. The pilot(s) shall hold a valid certificate of competency as masters of foreign going vessels and they shall have minimum three years' experience in piloting of vessels in Indian / Foreign ports. Age of the Pilot should not be more than 60 years at the time of induction. However, to continue serve as Pilot beyond 60 yrs require complete medical test on yearly basis. The services of pilot shall be required round the clock on all days at the terminal. The contractor shall deploy pilots, whose biodata has been approved by Deputy Conservator of DPA. He should also comply with the requirement of other Central Govt. Rules / Regulations. The contract is lump sum contract where contractor has to provide pilot/ to ensure all pilotage movements are carried out promptly. Number of pilot indicated is 1 (One). However, contractor is free to engage more pilots if they wish.



## 5) TUGS:

2 tugs of 60 Tones Bollard Pull and 2 tugs of 55 Tones Bollard pull capacity and able to carry pollution control equipment and OSD spraying facility as required. For the purpose of Fire Fighting, a quantity of 5000 Ltres of AFFF foam compound to be maintained on board.

For the purpose of OSD spraying facility, Tug should have OSD spray booms, portable sprayer, 100 Nos. absorbent pads and 1000 Ltres OSD chemical on board.

Materials consumed during the operations of Marine Services will be replenished by the Port.

## 7. TUG REQUIREMENT:

(A) The steady/sustained Bollard Pull of the Tug should be minimum 60 Ton BP and /55 Ton BP as the case may be at 100% MCR at the time of delivery. Bollard Pull test certificate should be from a International Classification Society and certificate in original to be submitted to Deendayal Port Authority. Bollard pull test should not be older than six months at the time of deployment. The propulsion should be Steerable Rudder Propulsion or Voith Schneider System or ASD Propulsion.

Tugs should not have any condition of Class. Two of the Tugs should be of FiFi 1 and other two of FiFi 1 or 2 capabilities certified by any IACS class. All tugs to be supplied with initial AFFF compound 5000Ltrs.

(B) Bollard Pull as declared by the Operator will be the Bollard Pull of the Tug being offered to Deendayal Port Authority for the entire period of the contract. This Bollard Pull will have to be maintained during the currency of the contract. The Bollard Pull test is mandatory after 5 years. In case of any dispute regarding the Bollard Pull of the tug, during intervening period, a fresh Bollard Pull test can be insisted by DPA in the Presence of the classification Surveyor and Owner. The Bollard Pull test shall be at the cost of the contractor. If the BP is found less than the required capacity, the penalty will be imposed till the initial capacity is restored, as under: -

BP less by 5% of the required capacity : 10% less of hire charges

BP less between 5%-10% of the required capacity : 20% less of hire charges

BP less by 10% or more of the : 20% less of hire charges with DPA has option to reject tug, If the Tug is rejected, a

similar substitute tug has to be provided by the party.

Average fuel consumption during the year plus 10% or n100% CR whichever is less shall be kept for main engine and DG set of particular tug and shall be called base fuel consumption for main engine/DG set. This base shall remain for all subsequent years of contract.

Recovery towards excess fuel shall be made over and above the base fuel consumption for DG sets on annual average consumption basis.

Rate of fuel for recovery purpose shall be considered average rate of the year to which the recovery pertains (IOCL) bulk rate at Kandla.

There must be provision for separate flow meter and running hour meter for main engine and DG set.

The recovery of excess fuel will be applicable from 2<sup>nd</sup> year onwards and made from first monthly bills for 3 years

(C) The tenderer shall offer only such tugs which are readily available/likely to be available within the stipulated period as specified (above) in the Tender. However, if the tenderer is not in a position to deploy the offered tug within the specified delivery period, the tenderer will be allowed to provide a substitute tug with similar/better specifications. **DPA** reserves the right to accept or reject the substitute tug. Similar tug means a tug meeting the basic tender requirements and having the same propulsion system, bollard pull, speed and fuel consumption. Better tug means a tug having better specifications than those required in the tender.

(D) The operator shall supply and keep on board minimum of two no. of 100m long and 2 Nos. of 50 m long ropes of adequate diameter and strength for towing purpose. The ropes should have been tested and certified. A copy of the test certificate shall be submitted to DPA for verification at the time of taking over the tug on hire and subsequently whenever the same is required. The certificate should not be more than 6 months old at the time of signing agreement.

(E) Broad details of tugs

Type of Tug	Twin screw harbor tugs for providing service for harbour operation
LOA	Between 28m to 34m (+/-10%)
Propulsion	Steerable Rudder Propulsion/VSP/ASD type
Built	Not earlier than 1 <sup>st</sup> January 2011
Bollard Pull	Two tugs to be of minimum 55T Bollard Pull and Two tugs to be of minimum 60T Bollard Pull with valid certificate from IACS member class
Flag	Indian flag
Registration	MS Act or RSV-4
Statutory Compliances and Regulations	Tugs to comply with all statutory requirements issued by D.G. Shipping of India from time to time

## (F) MINIMUM EQUIPMENTS ON THE TUGS;

- a) 2 Nos. of V.H.F. sets operating on channel Marine channels including channel 16, 12,10 and 8.
- b) Remote control for the operation of main engine from bridge.
- c) Towing winch to be provided forward or aft as per the operating arrangement of the tug.
- d) Suitable fendering for pushing ships.

**(G)** The Tug is required to operate round the clock for meeting the operational requirements at Tuna/Tekra Dry Bulk Terminal or any other site within the jurisdiction of **Deendayal Port**.

In the event, the tug being unable to perform any of the operations, no hire charges is to be paid by the Port to the Operator for non-operational period on the basis of per hour or part thereof.

**(H) THE CONTRACTOR HAS TO ENSURE EXECUTION OF WORK AS INTENDED:**

The Operator shall carry out the works strictly in accordance with the contract to the satisfaction of the Deputy Conservator and shall comply with and adhere strictly to his instructions and direction on any matter (Whether mentioned in the contract or not)

**(I) REQUIREMENTS BEFORE COMMENCEMENT OF SERVICE:**

On the date of commencement of service, tugs shall have completed all the necessary surveys including Dry Docking and be in possession of all valid certificates.

**(J) MASTER TO EXECUTE OWNER'S INSTRUCTION:**

a) The Master to execute the DPA instructions with the utmost dispatch and to render customary assistance with the vessel's crew. The master to be under the order of the DPA as regards deployment, agency or other arrangements. The Contractor to indemnify the DPA against all consequences or liabilities arising from the Master, officers or Agents for their unlawful actions as well as from any irregularity in the vessel's papers.

b) If the Port has a reason to be dissatisfied with the conduct or efficiency of the Master, Officer, or crew, the Operator on receiving particulars of the complaint, promptly investigate the matter and if necessary shall make a change as found necessary.

However, the Port shall have the right to demand the change of any Master or other crew. The credentials of Master, Engineer and other certified hands to be submitted to the DC initially. Any changes need to be informed at appropriate times.

**(K) MANNING AS PER STATUTORY REQUIREMENT:**

The vessel should have a set of competent and qualified Master and Crew, as required by statutory regulations. When crew is employed initially, it shall be done with the consent of Deputy Conservator of **Deendayal Port**

**Authority** and any change afterwards if required, shall be carried out with the prior approval of Deputy Conservator of Port. The credentials of Master, Engineer and other certified hands to be submitted to the DC initially. Any changes need to be informed at appropriate times.

**(L) CONTRACTOR TO PAY ALL EXPENSES TOWARDS MANAGEMENT OF THEIR CRAFTS INCLUDING TAXES AND PENALTIES, IF ANY, IMPOSED:**

- 1) Except as otherwise stated in the Contract agreement or as may be agreed from time to time, the Operator shall provide and/ or pay for all requirements, costs, or expenses relating to the vessel, master, and crew which without prejudice to the generality of the outgoing shall include.
- 2) Dry-docking, repairs, docking for the Operator's purpose, and all the expenses associated therewith including consumables.
- 3) Provisions, wages (as per Minimum Wages Act) etc, shipping and discharging fees and all other expenses of the Masters/Officers and Crew.
- 4) Deck, cabin and engine room stores.
- 5) Adequate No. of towing ropes tested and certified.
- 6) Marine and War Risk Insurance of the Vessel.
- 7) Fumigation and derrating exemption certificate.
- 8) All customs/Import duties arising in connection with any of the fore-going.
- 9) Any new taxes, duties other than existing taxes and duties Imposed by the Government, after opening of the Technical Bid will be reimbursed by the port on production of the documentary evidence and actual payments.

**(M) OPERATIONAL REQUIREMENT OF TUGS**

The tug(s) shall be used for various lawful services required by DPA including towing, docking and undocking of vessels at Tuna/Tekra Dry Bulk Terminal of DPA AND CARRY OUT Rescue, Fire Fighting or Anti-Pollution if

required by the Port. round the clock (24 hours a day) and throughout the contract period including but not limited to:

- (a) Berthing, unberthing and shifting of vessels in port
- (b) To stand by as fire float, Oil spill dispersant spraying boat, etc.
- (c) To assist in double banking by way of acting as docking tug
- (d) To maintain communication by VHF.
- (e) All other operations required in connection with docking/undocking operations of vessels at Port and related to Harbour conservancy and/or movement of vessels within the Port and such other operations as are conventionally performed by Port Tugs to assist emergency situation under the instruction of Dy. Conservator even outside the Port limit.

## **8. MOORING CREW;**

The contractor shall provide the necessary manpower as mooring crew and for berthing un-berthing & Shifting operations of ships as may be required from time to time.

The contractor shall have a mooring Supervisor and four men each forward and aft per shift for all shifts on all days:

The Mooring Crew shall have adequate experience of similar nature of work. They should have basic Fire Fighting training. The Mooring Crew shall be responsible for handling Mooring Ropes as per the direction of the Mooring Supervisor.

Service Provider to ensure supply of 2 sets of mooring crew (1 set per shift) for 24 hrs. operation on all days of the year for full tenure of contract Each set will have 8 nos mooring crew to perform duty to assist berthing/un-berthing/Shifting of ships at Terminal

Mooring crew to have basic firefighting training

One mooring crew to be appointed as mooring supervisor

## **10. OPERATION OF SIGNAL STATION;**

**One No. of Radio operator and One no. of Signal Station Assistant per shift for 24 hrs. operations all through the year for control of ship movement and other related communication as per operational requirement of port at Tuna/Tekra Dry Bulk Terminal.**

**Radio Operator(s) shall have a minimum of GMDSS certificate issued by an Institute approved by DG Shipping.**

The contractor shall provide other assistance as may be required in connection with the services as described in scope without charging any additional sums. Accommodations, Transportation, Food, Uniform etc.... will have to be arranged by the service contractor.

**10. ON HIRE/OFF HIRE SURVEY**

A joint survey will be carried out at the Deendayal Port before the vessels are accepted to assess their condition, quantity (ROB) of bunkers on board. Similarly, an off hire survey will be carried out at Kandla before the vessels are released to the Contractors from DPA. On hire to be on contractor's time and off hire to be on DPA's time. Surveys charges if any will be shared by the contractor and port equally. This practice should be followed during any interim on hire/off hire of the vessels. The cost of ROB at the time of on hire will be reimbursed to the contractor at the prevailing rates of IOCL. Similarly, the ROB at the time of off hire will be deducted from the contractor's bill at the prevailing rates of IOCL.

The Tug offered shall be in accordance with "SOP for charter of tugs by Major Ports under Atmanirbhar Abhiyan Policy" circulated by Ministry of Shipping, Government of India vide Ministry's O.M No. SY-13013/1/2020-SBR dated 15.09.2020 and subsequent clarification issued vide O.M of even number dated 11.11.2020. The amendments issued in the above policy till the last date of submission of bids will also be applicable. In case bidder exercising option to supply alternative tug as per clause 2 (vii) of SOP No. 13013/1/2020-SBR dated 15.09.2020 and failed to substitute Indian built tug as per ASTDS, within time period of 18 months or extension of time period as granted by the Competent Authority based on valid reasons, shall be levied penalty @ 25% of hire charges per day or part thereof for such delay till the tug is replaced with Indian Built Tug as per ASTDS. The above penalty will be in addition to the penalty as prescribed in the said SOP.

The specification of the tug for which tendering is made shall be descriptive in nature with all technical particulars without any ambiguity.

**11) AGE OF THE TUG:**

The tugs offered should not built earlier than 1st January 2011. When Tug cross the 20 years' life from the date of manufacture then the contractor should replace the tug with appropriate life.

**12) PERIOD OF HIRE AND TERMINATION OF CONTRACT:**

Initial contract period will be for 10 years from the date of deployment of tug. The Deendayal Port Authority has the right to terminate the contract without assigning any reasons and it will be exercised by giving six month's final notice. In addition,

DPA also reserves the right to terminate the contract by giving one month's notice on the contractor's continued failure to perform/willful negligence to remedy the fault. Failure to rectify fault of breakdown within 7 days will constitute a failure to perform and if it continues, a substitute tug of comparable dimensions will be provided within 21 days (penalty of 25% of the daily charges quoted by the contractor shall be levied per day or part thereof of failure from the 8<sup>th</sup> day till a substitute tug is provided.

13) Registration: Should have valid registration and comply with MMD requirements.

14) LOCAL LAWS:

The contractor shall comply with Indian Merchant Shipping Act and any other legislation related to operation of Tug in Indian territorial waters, and, if of foreign registry, shall obtain coasting License from the Director General of Shipping for operating the tug in the limits of Port of Kandla. The contractor shall also observe all the labour laws in force from time to time and furnish necessary returns under such labour laws and rules/regulations made there under to the Deputy Conservator on due dates.

15) I N D E M N I T Y:

The owner shall insure the Tug against all risks, including total loss and salvage, personal injury and loss of life. Such insurance shall be comprehensive one covering all risks including those relating to third parties. No claim in this regard shall be entertained by the charterer i.e. Deendayal Port Authority.

16) RATES, TAXES& PAYMENTS :

**(a)** The basic charter rates/Rate per day shall be inclusive of all existing taxes and duties, except GST. The GST will be paid separately as admissible under GST Act. However, party is supposed to comply with return to be filed with GST Authority as per GST Act. The rates are to be quoted in Indian Rupees only. The payment of the monthly bill will be made after submission by the contractor of the bill in triplicate duly certified. Income tax at applicable rates and surcharge thereon will be deducted from the monthly bill. The party will be allowed payment of only one bill in a month. The payment will be made in Indian Currency only. TDS on GST shall applicable too.

**(b)** Contractor/ Service provided/supplier etc has to ensure timely and proper filing of GSTR I so that Deendayal Port Authority can avail tax input tax credit in timely manner. In case DPA NOT ALLOWED INPUT TAX CREDIT due failure on the part of the contractor/service provider/supplier etc it will financial loss to the DPA and therefore the same shall be recovered from the payment/deposit of the contractor/service provider/supplier.

**(c)** New Taxes



Any new taxes, duties other than the existing taxes and duties imposed by the Government, after opening of the Technical Bid will be reimbursed by the Port on production of documentary evidence and actual payments.

17) **CLOSING DATE:**

The tender closes at     /     /2024 @ 16.00 Hrs.

The Technical Bid will be opened at     /     /2024 @ 16.30 Hrs.

18) **DATE OF COMMENCEMENT:**

The mobilization period will be 120 days from the date of issuance of LoA and an extra 15 days on payment of 25% daily hire charges as LD. If the tug is not mobilized within the above period, then the DPT will have the right to terminate the contract and forfeit the EMD amount.

19) **APPOINTMENT OF AGENTS:**

The successful tenderer may appoint local agents at Deendayal Port through whom the authority can deal.

19) Power of Attorney in favour of person who will deal on behalf of Company and will be authorized signatory authority is required.

20) **Ownership of tugs**

Tenderer should either own the tug or be in possession by way of a legally enforceable lease agreement/ letter of authority for a tug under construction. The copies of agreement/lease/letter of authority to be submitted in case the tenderer does not own the tug at the time of submission of tender.

21) This tender provides scope of Indian Citizens/Companies/Co-operative societies having Indian flag vessels to participate in the said tender. Where the said Indian Citizens/Companies/Co-operative Societies have failed either to participate or obtain the order, they cannot be allowed to obtain the same or part of the same work at any cost merely through the provisions found in Section 407 and Section 406 of the M.S. Act, 1958. In the said tender process, the right of first refusal will remain with the Indian vessel owner on his showing readiness to take up the job at the lowest price indicated by the foreign flag vessels. In this context the latest Policy of the Government will be applicable.

“Right of first refusal” is a right which accrues to a bidder in a tendering process- who offers an Indian flag vessel and whose rate though not being the lowest- to be awarded the tender, subject to his matching the lowest rate offered by a bidder who offers a foreign flag vessel. This right is conferred based upon the practices of the industry and the deliberate intention of the Central Government towards encouragement and development of the Indian Shipping industry.

22) Right of first refusal will be applicable as per Ministry of Shipping's Notification No. SY-13017/4/2017-SBR dated 23.10.2020 & Directorate General of Shipping, Mumbai's circular No. F. No. SD-9/CHART (82)/97-VI Dated 14.01.2021 (DGS circular No. 02 of 2021) and subsequent amendments if any.

23) **Force Majeure**

The contractor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor, Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**Deputy Conservator  
Deendayal Port Authority**

# **DEENDAYAL PORT AUTHORITY**

## **FORM OF TENDER**

The Board of Trustees of the Port of Deendayal,  
Deendayal Port Authority,  
Gandhidham – Kutch.

Dear Sirs,

### **TENDER NO.02/2024**

TENDER DOCUMENT FOR "Providing Marine Services at Tuna/Tekra Dry Bulk Terminal for the period of Ten years".

1. We, M/s. \_\_\_\_\_, having office at

\_\_\_\_\_ having read and fully understood the Notice Inviting Tenders with its specification and general conditions of contract, hereby tender to TENDER DOCUMENT FOR "Providing Marine Services at Tuna/Tekra Dry Bulk Terminal for the period of Ten years" within stipulated period in consideration of price that will be quoted by us and accepted by the Deendayal Port Authority.

2. We hereby agree that said specification and conditions of contract as mutually finalized prior to opening of the prices, together with acceptance thereof in writing by or on behalf of the Trustees, shall constitute the contract.

3. As Earnest Money, we have deposited a sum of Rs. \_\_\_\_\_ lakhs for \_\_\_ Nos. to the Board of Deendayal Port Authority vide BG No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_.

4. We agree to abide by this tender for a period of 120 days from the date of opening of the Technical Bid and in default of our so doing the Trustees may forfeit the Earnest Money deposited by us.

5. We understand that Deendayal Port Authority is not bound to accept the lowest or any other Tender and it is the Trustees' right to accept or reject, wholly or partially any offer without showing any reasons thereof.

6. This offer is firm and not subject to price variation/escalation on any account.

7. If my tender is accepted, as a security for the due and successful performance of the contract, I/We shall within 21 days of receipt of the acceptance letter, furnish a Security Deposit equivalent to 5% of annual contract value to be deposited in advance in the form of Bank Guarantee from a Nationalized Bank.

8. 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.

9. I/We have adequate experience and resources for carrying out the above work satisfactorily. I/We have also attached a certified copy of the balance sheet and statement of accounts of last three years.

Yours faithfully,

Contractor's Signature  
Name in Block Letters  
(Company Address)

Date :

**DEENDAYAL PORT AUTHORITY**  
**Schedule - A**

**(1) FORM FOR FURNISHING TECHNICAL SPECIFICATION OF OFFERED TUGS**

Fuel consumption will be taken at 100% MCR which the tender is required to submit as per schedule- A. The requirement of fuel consumption at 85% and 50% MCR may be made as a declaration but need not to be supported with builders certificate.

<b>Particulars</b>	<b>Tug-1</b>	<b>Tug-2</b>	<b>Tug-3</b>	<b>Tug-4</b>
Name of Tug				
Year of Build				
Port of Registry				
Official No.				
Call Sign				
GRT				
LOA				
Reg. Length				
Breadth				
Depth				
Summer Draft				
Main Engine capacity				
Bollard Pull Capacity				
Propulsion				
Speed				
Mast Height				
BHP				
Vessel Endurance				

FO Capacity				
FW Capacity				
Fuel Cons. At 100% MCR				
Fuel Cons. At 85% MCR				
Fuel Cons. At 50% MCR				
No. of Crew				
Any Accident in last 5 yrs.				
Open Deck Space				
Other info. if any				

**Please attach separate Sheet, if required.**

# DEENDAYAL PORT AUTHORITY

## SCHEDULE-B

### PRICE BID

S No	Activity	In Rupees for Tugs & Crafts	
		Per Day	Per Year
	<b>FIXED CHARGES :</b>		
<b>I</b>	<b>FIXED TUG HIRING CHARGES:</b>		
1	Time Charter of Tug – 1 (55 T BP )		
2	Time Charter of Tug - 2 (55 T BP )		
3	Time Charter of Tug - 3 (60 T BP )		
4	Time Charter of Tug – 4 (60 T BP )		
	<b>TOTAL (A):</b>		
<b>II</b>	<b>FIXED MANPOWER COST :</b>	<b>Per Month</b>	<b>Per Year</b>
1	Terminal Manager cum Pilot -1 No.		
2	Pilot - 1 no.		
3	Radio Operator – 2 nos.		
4	Signal Station Assistants – 2 nos.		
5	Mooring Crew – 2 sets		
	<b>TOTAL (B) :</b>		
	<b>Grand Total of Fixed Charges: (A+B)</b>		

**NOTE**

The fixed charges quoted above will be valid for entire period of contact and the Contractor will be required to provide the extra services whenever required by DPA by giving at least six months advance notice.

1. Note: Tenderer has to fill up consumption per hour at 100% MCR for both main engine and DG sets supported by technical manufacturers data sheet.
2. **The rates quoted by me/us above will remain valid for a period of 120 days from the date of opening of technical bid.**

Only prices quoted in this schedule shall be considered.

Name of the Tenderer \_\_\_\_\_

Company \_\_\_\_\_

Full Address \_\_\_\_\_

Signature by for and on behalf of Tenderer

Name and Designation

\_\_\_\_\_



## **PERSONNEL**

### 1) MANNING AS PER STATUTORY REQUIREMENT:

The vessel should have a set of competent and qualified Tug Master and Crew, as required by statutory regulations. When crew is employed initially, it shall be done with the consent of Deputy Conservator of Deendayal Port Authority and any change afterwards if required, shall be carried out with the prior approval of Deputy Conservator of Port.

### 2) MASTER TO EXECUTE OWNER'S INSTRUCTION:

A) The Master to execute the DPA instructions with the utmost dispatch and to render customary assistance with the vessel's crew. The master to be under the order of the DPA as regards deployment, agency or other arrangements. The Contractor to indemnify the Owners against all consequences or liabilities arising from the Master, officers or Agents, for their unlawful actions as well as from any irregularity in the vessel's papers.

B) If the Port has a reason to be dissatisfied with the conduct or efficiency of the Master, Officer, or crew, the Operator on receiving particulars of the complaint, promptly investigate the matter and if necessary shall make a change as found necessary. However, the Port shall have the right to demand the change of any Master or other crew.

### 3) CREW WAGES AND INSURANCE.

The Contractor shall pay the wages to the crew engaged by them and shall take the insurance policy covering all type of risks of all employees engaged by them.

### 4) THE CONTRACTER HAS TO ENSURE EXECUTION OF WORK AS INTENDED :

The Operator shall carry out the works strictly in accordance with the contract to the satisfaction of the Deputy Conservator or his representative and shall comply with and adhere strictly to his instructions and direction on any matter. (Whether mentioned in the contract or not)

### 5) REQUIREMENTS BEFORE COMMENCEMENT OF SERVICE

On the date of commencement of service, tug shall have completed all the necessary surveys and be in possession of all valid certificates. During dry docking period, if the dry dock/ repairs are not completed within 21 days substitute tug is required to be provided.

6) OPERATOR TO PAY ALL TAXES AND PENALTIES, IF ANY, IMPOSED:

A) Except as otherwise stated in the Contract agreement or as may be agreed from time to time, the Operator shall provide and/ or pay for all requirements, costs, or expenses relating to the vessel, master, and crew which without prejudice to the generality of the outgoing shall include.

B) Dry-docking, repairs, docking for the Operator's purpose, and all the expenses associated therewith.

C) Provisions, wages (as per Minimum Wages Act) etc, shipping and discharging fees and all other expenses of the Masters/Officers and Crew.

D) Deck, cabin and engine room stores.

E) Adequate No. of towing ropes tested and certified.

F) Marine and War Risk Insurance of the Vessel including P&I with wreck removal & oil spill pollution clause.

G) Fumigation and de-rating exemption certificate.

H) All customs/Import duties arising in connection with any of the fore-going.

I) All taxes, duties, levies arise should be borne by the Operator only.

7) TUG TO CARRY OUT ASSISTANCE TO ANY VESSEL OR ANTI-POLLUTION OPERATION IF REQUESTED BY THE PORT.

The tug(s) shall be used for various lawful services required by DPA including towing, docking and undocking of vessels at DPA round the clock (24 hours a day) and throughout the contract period including but not limited to:

(a) Berthing and un-berthing of vessels in port

(b) To stand by as fire float, Oil spill dispersant spraying boat, etc.

(c) To assist in double banking by way of acting as docking tug

(d) To maintain communication by VHF.

All other operations required in connection with docking/undocking operations of vessels at Port and related to Harbour conservancy and/or movement of vessels within the Port and such other operations as are conventionally performed by Port Tugs and the tug is required at all times to give Power/ RPM/ MCR as directed by Deputy Conservator or Deputy Conservator's representative.

**(8) DELIVERY PERIOD:**

The mobilization period will be 120 days from the issue of the Letter of Acceptance and an extra 15 days on payment of 25% daily hire charges per day as LD in a fully operational state acceptable to the Deputy Conservator.

(9) Office space if available will be provided on chargeable basis subject to availability.

(10) Safe Berth/Jetty will be provided free of cost for tying up the Craft subject to availability.

(11) Shore Power will be provided free of cost subject to availability.

**(12) Validity :**

The rates quoted by me/us above will remain valid for a period of 120 days from the date of opening of technical bid.

Only prices quoted in this schedule shall be considered. The prices shall be firm.

Name of contractor :

Company :

Full address :

Signed for and on  
Behalf of company by :

Name and designation  
Of Signatory :

**Deputy Conservator  
Deendayal Port Authority**

**DEENDAYAL PORT AUTHORITY****Schedule -C****DETAILS OF WORK UNDERTAKEN IN THE PAST SEVEN YEARS**

Type of work	Contract Number	Name & address of employer	Name & address of person responsible to the contract	Contract price	Date of completion of contract

**Contractor's Signature**

## **DEENDAYAL PORT AUTHORITY**

Deendayal Port Authority invites E-tenders for Providing Marine Services at Tuna/Tekra Dry Bulk Terminal for the period of Ten years.

### **SCOPE OF OPERATION**

The Tug is required to operate round the clock for meeting the operational requirements at Kandla/Tuna Tekra/Vadinar or any other site within the jurisdiction of Deendayal Port.

#### TUG TO BE FITTED WITH:

- a) 2Nos. of V.H.F. sets operating on channel Marine channels including channel 16, 12,10 and 8.
- b) Remote control for the operation of main engine from bridge.
- c) Towing winch to be provided forward and aft as per the operating arrangement of the tug. Towing lines for Port Pilotage operations will be maintained on the tug.
- d) Suitable fendering for pushing ships.

#### II. GENERAL CONDITIONS:

Tenderer should indicate with the supporting documents/general arrangement plan (a) Name of the vessel (b) Place and year of built (c) Port of registry (d) Broad dimensions of the Tugs i.e. overall length, draft, beam, depth, DWT, GRT etc. (e) accommodation for hirer's use (f) valid and current certificates from the classification society/Mercantile Marine Deptt. These certificates shall have to be renewed and kept valid during the entire period of contract including period of extension. For tugs under construction, an undertaking is to be given that the vessel along with its certificates will be ready for delivery within the mobilization period i.e. 120 days. Also, its specifications will be submitted along with copy of the order.

#### III. SPECIAL CONDITIONS:

1. The tenderer should quote the hire charges on charter/rate per day basis as per Schedule 'B'
2. The contractor shall be allowed a downtime of 12 days per year during the currency of contract for upkeep of the tug. The full one-year's downtime will be credited in the beginning of each contractual year. However, the contractor must take prior permission in writing of the Deputy Conservator, D.P.A, before laying up the tug to carry out any maintenance work or repairs or surveys, etc. A maximum of 07 days of downtime will be permitted at a time per Tug. During the permissible downtime, charter rates will be paid. No downtime balance at the end of the year will be carried forward and will lapse. Breakdown can also be debited against downtime.

3. The contractor shall be allowed to provide substitute tug of similar/comparable/superior dimensions & parameters on justified grounds during the currency of contract on mutual agreement.
4. The Port shall exempt the Tug from the levy of port dues, berth hire charges, stream dues, pilotage and other port charges.

## **INSURANCE**

5. "(a) During the charter period all the tug shall be kept insured by Contractors at his expenses, against Marine Hull and Machinery and War Risk. DPA shall not have any right to recovery or subrogation against contractors on account of loss of or any damage to the tug or her machinery or appurtenances covered by such insurance or on account of payment made to discharge claims against or liabilities of the tug.

(b) In the event of any act or negligence on the part of the Contractor which may vitiate any claim under the insurance herein provided, the contractor shall indemnify DPA against all claims and demands which would otherwise have been covered by such insurance."

### 5A. GENERAL :

- 5.1 The owner will carry out any other tests or trials specified by the Deputy Conservator, Deendayal Port Authority necessary to demonstrate the ability of the Tugs to comply with the specified requirements, particularly to perform the duties specified hereof.
- 5.2 The Tug is not to leave station without obtaining specific instructions from Deendayal Port Authority.
6. While evaluating tenders, regard would be paid to national defense and security considerations.

### 7. RATES AND PAYMENTS:

The tenderer has to quote the rate in terms of daily hire charges excluding fuel oil as per the format of "Schedule of Prices". Fresh water if available will be supplied on payment basis as per the Scale of Rates. The rates are to be quoted in Indian rupee only. The payment of the monthly bill will be made within 15 working days after submission by the contractor of the bill in duly certified. Income Tax at applicable rates and surcharge thereon will be deducted from the monthly bill. The payment will be made in Indian currency only. Port will supply necessary fuel.

8. SPECIAL NOTE:

1. This notification is to be treated as a part of the tender document.
2. The tenderer whose offer is accepted has to enter into an agreement in prescribed form with Deendayal Port Authority. The cost of non-judicial stamp papers shall be borne by the tenderer and the same is to be submitted within 14 days from the date of issue of letter of Acceptance.
3. If during the contract period, performance of the Tug is found to be continuously unsatisfactory, Deendayal Port Authority reserves the right to cancel the contract by giving One Month's Notice. Whenever notice is given reasonable time will be given to rectify the irregularity/error. If not attended to for 21 days it will be treated as an instance of unsatisfactory performance.
4. The contractor is at liberty to quote the rate for Tug which they consider suitable for the above port operations but with permissible variations in main parameters and specifications as stipulated in the terms and conditions of the tender.
5. Deendayal Port Authority reserves the right to reject any/all bids without assigning any reason whatsoever. Further Deendayal Port Authority does not bind itself to accept the lowest offer.
6. Any modification in the offer after the closing date / time will not be allowed and considered.
7. Hard copy of the tender super-scribing "TENDER DOCUMENT (except price bid) FOR "Providing Marine Services at Tuna/Tekra Dry Bulk Terminal for the period of 10 years" and addressed to the Deputy Conservator, Deendayal Port Authority A.O. Building, Post Box No.50, Gandhidham (Kutch), Gujarat, PIN: 370 201 should reach within 07 days of online submission of bid.
8. The sealed tender should be accompanied with a online t5ransfer/digital mode/bank guarantee as specified in the NIT in favour of Deendayal Port Authority, Gandhidham towards Earnest Money Deposit. B.G. shall be of any nationalized/Scheduled Bank having its branch in Gandhidham. The amount of the E.M.D. will be refunded on execution of agreement and after depositing the Security Deposit as per the conditions of the tender. The bids without EMD and / or full details as called for in the tender are liable to be ignored/rejected.

The tenders in which any deviation from the prescribed terms and conditions have been made by the contractor are also liable to be rejected. The EMD for all the bidders except L-1 & L-2 shall be refunded within 7 working days from opening of the price bid, except in cases where L-1 is found to be abnormally low. The EMD of L-I & L-II shall be refunded after submission of contract agreement and performance BG by L-I.

9. The offer of the contractor shall be valid for a period of **120** days from the date of opening of Technical Bid.
10. The tender should be unconditional. A conditional tender is liable for rejection.
11. The bidder has to execute Integrity pact agreement with Deendayal Port Authority (As per Appendix enclosed). Shri S.K. Sarkar, IAS (Retd.) has been nominated as Independent External Monitor for Integrity Pact. Whose address is as under:

- |   |   |
|---|---|
| <b>1. Shri S.K. Sarkar, IAS(Retd.)</b><br><b>B-104, Nayantara Aptt.,</b><br><b>Plot 8 B, Sec-07,Dwarka,</b><br><b>New Delhi –110075.</b><br><b>Mobile No. 9811149324</b><br><b>Email : <a href="mailto:ksarkar1979@gmail.com">ksarkar1979@gmail.com</a></b> | <b>2. Shri Saurabh Chaudhry, IAS (Retd.)</b><br><b>A-9, Sector –30</b><br><b>Noida (U.P.) –201301</b><br><b>Mobile No.9871322133</b><br><b>Email : <a href="mailto:saurabh7678@yahoo.co.in">saurabh7678@yahoo.co.in</a></b> |
|---|---|

Scanned copy of pre- contract Integrity Agreement (as per appendix) is to be uploaded along with the bid. Original hard copy of Pre contract Integrity Pact Agreement shall be submitted by post or hand immediately after closing date of online E-tender failing which tender shall be considered irrelevant.

**Deputy Conservator**  
**Deendayal Port Authority**



## **GENERAL CONDITIONS OF CONTRACT DEFINITIONS AND INTERPRETATION**

1. In construing these conditions and annexed form of tender and specifications, the following words shall have the meaning herein assigned to them unless there is something in the subject of or context inconsistent with such hiring.
  - 1.1 "Acceptance of Tender" means the letter or memorandum communicating to the contractor of the acceptance of his tender and include an advance acceptance of his tender.
  - 1.2 "The Board" shall mean the Board of Deendayal Port Authority, a body corporate under Major Port Authorities Act. 2021, including their successors, Engineer/representatives and assigns.
  - 1.3 "Chairman" means the Chairman of the Board and includes the person appointed to act in his place under Major Port Authorities Act. 2021.
  - 1.4 "Contractor" means the person or persons, firm or company whose tender/offer has been accepted by Board and includes the Contractor's Representatives, heirs, successor and assigns.
  - 1.5 "Contract price" means the sum named in the Schedule of Price annexed to the tender subject to such additions there to or deductions there from as may be made under the provisions herein after contained.
  - 1.6 "The Specification" shall mean the specifications annexed to the conditions of contract.
  - 1.7 "Schedule" means the schedule annexed to the acceptance of tender.
  - 1.8 "Approved" or "Approval" means the approval in writing by the Chairman or by the Deputy Conservator.
  - 1.9. "Temporary works" means all temporary works of every kind required in or about the execution, completion or maintenance of the contractual works.
  - 1.10 "Month" means calendar month.
  - 1.11 Words "importing persons" shall include firms, Companies, Corporation and Municipalities.

Words importing the masculine gender shall be taken to include the feminine gender and word importing persons shall include any company, or association or body of individuals, whether incorporated or not.

The heading of these conditions shall not affect the interpretation or hiring/constructing thereof.

Terms and expressions not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract Act, 1872 or the General Clauses Act, 1897 as the case may be.

“Deputy Conservator” means the Deputy Conservator appointed on behalf of the Chairman of the Board of Deendayal Port Authority.

1.12 “Deputy Conservator’s Representative” means Harbour Master, Marine Officers or Marine Engineers appointed from time to time by the Board to perform the duties hereof whose authority shall be notified in writing to the contractor by the Deputy Conservator.

1.13 “Works” means the works to be executed in accordance with the contract.

1.14 The date of deployment of tug will mark the commencement of the tender period.

1.15 “Bank” means Scheduled/Nationalized bank having its branch at Gandhidham-Kutch.

1.16 The Day is a period of 24 hours i.e. 0000 hours to 24 hours of the Day in question.

## 2. PARTIES:

2.1 Parties to the contract are the contractor and the board.

### 2.2 AUTHORITY OF PERSON SIGNING THE CONTRACT ON BEHALF OF CONTRACTOR :

It is required to submit with the tender “ Power of Attorney ” in favour of the person who will deal on behalf of the Contractor and will be an authorized signatory. The Power of Attorney should be in appropriate value of Stamp Paper Duly Notarized.

A person signing the tender or any other document in respect of the contract on behalf of the contractor, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person so signing had no authority to do so, the Chairman may without prejudice to any other right or remedy of the Board, cancel the contract at the risk and cost of such person and hold such person liable to the Board for all costs and damages arising from the cancellation of contract including any loss which the Board may sustain on account of such cancellation.

## 3. INTERPRETATION OF CONTRACT AND CONTRACT DOCUMENT, DISPUTES THEREIN AND ARBITRATION.

## A LAW

The contract shall be interpreted and have effect in accordance with the law of India and any suit or other proceeding relating to this contract shall be filed or taken by the contractor in court of Law only in Kutch District. No other Court except the Court in Kutch District shall have jurisdiction to entertain the case arising out of this contract.

## B. Arbitration Clause

1. Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders or to the conditions or otherwise concerning the works or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after shall be referred to the an arbitrator appointed by the parties under the Arbitration and Conciliation Act 1996 as amended from time to time.
2. It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matter to which the contract relates and that in course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in dispute or of different. The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.
  1. It is also a term of the contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
  2. It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.
  3. It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
  4. It is also a term of contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims / disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Nodal Officer or his nominee that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Port AUTHORITY shall be discharged and released of all liabilities under

the contract in respect of these claims.

5. It is also a term of the contract that the arbitrator shall adjudicate only such disputes / claims as referred to him by the appointing authority and give separate award against each dispute/claims as referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
6. The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
7. The arbitrator may from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.
8. Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
9. It is also a terms of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
10. It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
11. Venue of arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

#### 4. GENERAL:

The general specifications and descriptions illustrate the minimum requirement of the Deendayal Port Authority and serve only as a guide to the tenderers.

#### 5. TENDER DOCUMENTS

Tender documents shall consist of the following:

##### 5.1 FIRST SCHEDULE (Tenderers undertaking) – Annexure V

##### 5.2 **SECOND SCHEDULE**

(A) Annexure-II Specimen EMD (Bank Guarantee format)

(B) Annexure-III Specimen Contract Agreement

(C) Annexure-IV Specimen Bank Guarantee for Performance guarantee/ Security Deposit.

(D) Annexure- VI Integrity Pact.

(E) Annexure – VII Specimen Format for Declaration.

(F) Annexure – VIII Specimen Letter of Authority.

(G) Annexure- IX Tender Information Form

- (H) Annexure – X Performa of Joint Venture/Consortium Agreement
- (I) Annexure – XI Performa of Power of Attorney for Lead Member of JV/Consortium.

## 6 TENDERS:

The tenderers shall deliver their hard copies of tender to:

THE OFFICE OF THE DEPUTY CONSERVATOR,  
DEENDAYAL PORT AUTHORITY,  
A. O. BUILDING, POST BOX NO. 50,  
GANDHIDHAM (KACHCHH)-370 201

In accordance with the following requirement:

1. Tenderers shall submit their tenders together with all accompanying documents in duplicate.
2. All the above documents shall be delivered to the above address before the stipulated time shown in the tender.
3. Any tender delivered after the stipulated time arising from whatever cause will not be considered.
4. In no case will any expenses incurred by a tenderer in preparation or submission of his tender be reimbursed.

## 7 NOTICE TO TENDERERS:

Every notice to be given to a tenderer shall be posted to the tenderers address given in the tender and such posting shall be deemed to be good service of such notice.

## 8 DUTIES OF THE DEPUTY CONSERVATOR AND HIS REPRESENTATIVES

### 8.1 Duties of the Deputy Conservator

It shall be the duty of the Deputy Conservator to see that the "Work" is executed and paid for according to the specifications, conditions, etc. set forth in the contract.

## 9. ALTERATION

Any alteration, initials or cancellations made to the tender must be authenticated by the tenderers signature.

## 10. ACCEPTANCE OF TENDER

The acceptance of tender by the Deendayal Port Authority will be given by notice in writing in the form of Letter of Acceptance signed by Deputy Conservator,

Deendayal Port Authority and no other act of the Deendayal Port Authority constitutes the acceptance of a tender.

11. PRICE TO BE INCLUSIVE

The rates and amounts submitted by the tenderer shall be as per Schedule-B which rate shall be inclusive of all the taxes, levies and duties, etc. to State Govt. or Govt. of India or any other authority under any law in respect of or in accordance with the execution of contract and only GST will be reimbursed, as per GST Clause. The Schedule-B is enclosed herewith.

12. COST OF TENDERING

The Deendayal Port Authority does not pay for any expenses or losses, which may be incurred by any tenderer in connection with the preparation and submission of this tender.

13. ALL DOCUMENTS TO ACCOMPANY TENDER

All tenders shall be accompanied by technical drawings, literature and detailed descriptions of the Tugs offered by the contractors. For vessels under construction, all available drawings and available certificates to be given with an undertaking that the vessel will be ready within the mobilization period.

14. B R I B E S

The offer of bribes or other inducement to any person with a view to influence the placing of the contract will result in the unconditional rejection of the tender.

15 PERFORMANCE SECURITY

15.1 Performance Security shall be 5% security deposit and 5% retention money of the Annual Contract Price, which should be submitted in the form of Bank Guarantee issued by Nationalized/Scheduled bank having branch at Gandhidham, or online transfer/digital mode within 21 days in case of Domestic bids and within 28 days in case of Global bids, on receipt of Letter of Acceptance. The performance guarantee shall be kept valid beyond 30 days after satisfactory completion of the contract. The balance 5% retention money deduction shall start from the first Running account bills and shall be refunded and end of every year on submission of the relevant documents.

15.2 Failure of the successful Bidder to comply with the requirements of (15.1) above (i.e. submission of 5% Performance Guarantee within 21 or 28 days on receipt of L.O.A.) shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid Security (i.e. EMD)

The form of Bank Guarantee will be accepted only as per Annexure-IV

## 16 AGREEMENT

The successful tenderer whose tender is accepted will be required to enter into and execute an agreement in the form set out in Annexure-III within 14 days of issue of letter of Acceptance.

## 17 VALIDITY OF TENDERS

Tenders shall remain valid and open for acceptance and shall remain binding on the tenderer for a period of 120 days only from the date of opening of technical bid.

## 18. E.M.D. Clause

- A) Earnest Money Deposit shall be 1% of the Estimated Cost put to tender, subject to maximum of Rs.50 Lacs.
- B) The E.M.D. up to Rs.5 Lacs be payable either by online transfer/digital mode in favour of DPA at Gandhidham. E.M.D. beyond Rs.5 Lacs be payable in the form of Bank Guarantee for the entire amount from any Nationalized Bank/Scheduled bank, having its branch at Gandhidham. Bank Guarantee submitted as E.M.D. shall be valid for 28 days beyond the validity of the bid/tender. Bank Guarantee shall be verified independently by the Port with the Bank before finalization of Technical Offer. In the event of lack of confirmation of issue of Bank Guarantee by the Bank, the Bid shall stand disqualified.
- C) EMD of unsuccessful tenderers, other than L-1 & L-2 shall be refunded immediately, after ranking of price bids. EMD of L-2 will be refunded immediately after entering into agreement with L-1 and acceptance of the Performance Guarantee from L-1.
- D) EMD will be refunded suo motto without any application from bidders.
- E) The Bid Security of the successful bidder will be discharged (refunded) after signing the agreement and furnishing of required Performance Security.
- F) The Bid Security may be forfeited if
  - i) The bidder withdraws the bid after bid opening during the period of Bid Validity.
  - ii) The Bidder does not accept the corrections of the bid price, pursuant to any arithmetic error, or
  - iii) The successful bidder fails within the specified time limit to
    - a) Sign the agreement, or
    - b) Furnish the required Performance Security.
  - iv) Submission of fraudulent document shall be treated a major violence of such procedure and in such case Port shall resort to forfeit EMD/SD/BG apart from blacklisting the firm for 3 years.

**COMPLIANCE WITH STATUTES, REGULATIONS ETC.**

1. The contractor shall confirm in all respects with the provisions of any such statute, ordinance or law as aforesaid and the regulations or bye laws of any local or other duly constituted authority which may be applicable to the work or to any temporary work and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Board indemnified against all penalties and liability of every kind for breach of any such statute, ordinance or law, regulations or bye laws.
  
2. **ALCOHOLIC LIQUOR OR DRUGS.**  
The contractor shall not otherwise than in accordance with the statutes, ordinances and Govt. regulations or orders for the time being in force import, sell, give, give barter or otherwise dispose of any alcoholic liquid or drugs or permit or suffer any such importation, sale, gift barter or disposal by his agent or employees.
  
3. **ARMS AND AMMUNITION**  
The contractor shall not give, charter or otherwise dispose of to any person or persons any arms or ammunition or any kind or permit or offer the same as aforesaid.
  
4. **DISORDERLY CONDUCT ETC.**  
The contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the work against the same.
  
5. **CUSTOMS DUTY**  
The contractor will have to pay all duties, taxes including other taxes, if applicable in this contract.



**Annexure-II****SPECIMEN EMD (Bank Guarantee Format)**

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated. To be executed on Rs.300/- non-judicial Stamp Paper]

\_\_\_\_\_ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: \_\_\_\_\_ [Name and Address of Employer/ Board]

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

TENDER GUARANTEE No.: \_\_\_\_\_

We have been informed that [*name of the Tenderer*] (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tender") for the execution of [*name of contract*] under Invitation for Tenders No. [*number*]. Furthermore, we understand that, according to your conditions, Tenders must be supported by an EMD.

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

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

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

- (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or
- (b) if the Tenderer is not the successful Tenderer, upon the earlier of
  - (i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or
  - (ii) twenty-eight days after the expiration of the Tenderer's Tender or any extended period thereof.;

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

\_\_\_\_\_  
[signature(s)]

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

**Annexure-III****SPECIMEN CONTRACT AGREEMENT**

(To be executed on Rs.300/- non-judicial Stamp Paper)

*[The successful Tenderer shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert: number ]* day of *[ insert: month ]*, *[ insert: year ]*.

BETWEEN

- (1) *The Board of [insert name of the Port], an Autonomous Body of the Ministry of Ports, Shipping & Waterways of the Government of INDIA, incorporated under the Major Port Authorities Act, 2021 as Amended thereafter, under the Laws of India and having its principal place of business at [ insert address of Port ] (hereinafter called "the Port"), and*
- (2) *[ insert name of Contractor ], [incorporated under] the laws of [ insert: country of Contractor ] and having its principal place of business at [ insert: address of Contractor ] (hereinafter called "the Contractor ").*

WHEREAS the Employer/ Board invited Tenders against tender no.*[Number]* for execution of *[TENDER TITLE AND BRIEF DESCRIPTION]* viz., and has accepted a Tender by the Contractor in accordance with the supply/ delivery schedules, in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies) ]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Employer/ Board and the Contractor, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement;
  - (b) Special Conditions of Contract;
  - (c) General Conditions of Contract;
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications, drawings);
  - (e) Notice Inviting Tender;
  - (f) Replies issued to the Pre-bid queries, addenda is any issued *[numbers and dates]*;
  - (g) The Contractor's Bid and original Price and Delivery Schedules;
  - (h) The Employer/ Board's Notification of Award;
  - (i) *[Correspondence the Employer/ Board had exchanged with the bidder till and after award of contract [specific letters and dates];and*
  - (j) *[ Add here any other document(s)]*

## AND WHEREAS

EMPLOYER/ BOARD accepted the Bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the conditions of Contract. Now this CONTRACT AGREEMENT witnessed and it is hereby agreed and declared as follows:

3. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him. CONTRACTOR hereby Covenants with EMPLOYER/ BOARD that CONTRACTOR shall and will duly provide, execute and complete Work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of Work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
4. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the EMPLOYER/ BOARD does hereby agree with CONTRACTOR that EMPLOYER/ BOARD will pay to Contractor the respective amounts for the work actually done by him and approved by EMPLOYER/ BOARD as per Payment Terms accepted in CONTRACT and payable to CONTRACTOR under provision of Contract at such time and at such manner as provided for in the CONTRACT.

AND

5. In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to EMPLOYER/ BOARD for the services rendered by EMPLOYER/ BOARD to Contractor as set forth in CONTRACT and such other sums as may become payable to EMPLOYER/ BOARD towards loss, damage to the EMPLOYER/ BOARD's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the CONTRACT.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Employer/ Board

Signed:*[insert signature]*

in the capacity of *[ insert title or other appropriate designation ]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Contractor

Signed:*[insert signature of authorized representative(s) of the Contractor ]*

in the capacity of *[ insert title or other appropriate designation ]*

in the presence of *[ insert identification of official witness]*

Secretary

Signed & Sealed on the behalf of Board of Authority

Deendayal Port Authority

## Annexure-IV

**SPECIMEN BANK GURANTEE PERFORMANCE GUARANTEE/ SECURITY DEPOSIT**  
(To be executed on Rs.300/- non-judicial Stamp Paper)

*[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 **[insert name of Port]** incorporated by the Major Port Authorities Act, 2021 (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 **[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 (Name of the Department) \_\_\_\_\_'s letter No. & 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 Performance Guarantee in cash or Lodgment 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 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, \_\_\_\_\_, undertake to pay to the  
(Name of Bank and Branch)

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 thereunder and the Contractor(s) shall have no claim against us for making such payment.

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

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 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 be 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 **Gandhidham** would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

8. We, \_\_\_\_\_ Bank lastly undertake not the 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 up to \_\_\_\_\_; 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

**Annexure-V****TENDERER'S UNDERTAKING**

1. We, the undersigned having read and clearly understood the preliminaries and all schedules to the tender documents hereby offer to hire \_\_\_\_ nos. 60 Ton BP Tugs for a period of ten years on charter/rate per day as specified in the schedules, against which the time charter rates have been inserted to the extent which the Chairman, Deendayal Port Authority or the Deputy Conservator, Deendayal Port Authority may determine in accepting this tender. We hereby agree, subject to the conditions of the contract, to enter into a formal agreement with the Board.
2. We, undertake to supply the said Tug as described in the specifications within 120 days after receipt of Letter of Acceptance.
3. If our tender is accepted, we undertake within 14 days of the letter of Acceptance of the tender, to be deposited in advance with the Board, a Bank Guarantee issued by a scheduled Bank registered in India having its branch at Gandhidham the sum of 5% of annual contract value of the contract price, as per the preliminaries to the tender documents to be held by the Board as security for the due performance of our obligation under the contract. This guarantee shall be valid until one month after the expiry of the annual contract.
3. Until and unless a formal contract agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us and the Deendayal Port Authority.
4. We understand that Deendayal Port Authority is not bound to accept the lowest or any tender the Board may receive.
5. The undersigned confirms, after personal scrutiny, that the documents and drawing used in compiling this tender are true copies of the documents.
6. The undersigned further declares the status of the company whose shareholders are as follows:

Name of the Director \_\_\_\_\_

Percentage of share

\_\_\_\_\_

\_\_\_\_\_

Signature of the tenderer

Date: - \_\_\_\_\_

Name and Address

Witness to Signature of Tenderer

Date: - \_\_\_\_\_

\_\_\_\_\_  
Name and Address

**ANNEXURE-VI****INTEGRITY PACT****BETWEEN****DEENDAYAL PORT AUTHORITY (DPA) hereinafter referred to as "The Principal"****AND**

(Name of The bidders and consortium members) .....hereinafter referred to as "The Bidder/Contractor"

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract(s) / Concession for Tender No..... The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the Principal**

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

(a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) The Principal will exclude from the process all known prejudicial persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

(1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender process or the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans,

technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only.

e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.

f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

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

(1) If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

(3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) 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 the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

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

(1) The Bidder declares that, no previous transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprises in India, that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business dealing".



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

- (1) In case of a Joint Venture, all the partners of the Joint Venture will enter into agreement with identical conditions as this on which all Bidders.
- (2) There is no provision of sub-contract in the tender, any violation of the same, Contractor shall be held solely responsible for the same.

### **Section 7 - Criminal charges against violating Bidders / Contractors**

If the principal obtains knowledge of conduct of a Bidder or Contractor or of an employee, or a representative, or an associate of a Bidder or Contractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the same to the Chief Vigilance Officer (CVO) and the CVO will take further necessary action as deemed fit in accordance with the CVC Manual.

### **Section 8 - External Independent Monitor**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contact documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Bidder / Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recues himself / herself from that case
- (5) The Principal 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 Principal and the Bidder / Contactor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(9) The word "Monitor" would include both singular and plural.

**Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidder and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue be valid despite the lapse of this Pact as specified above, unless it is discharged / determined Chairperson of the Principal.

The Pact duration in respect of unsuccessful Bidders shall expire after 6 months of the award of the contract.

**Section 10 - Other Provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e., Gandhidham, Gujarat.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

(5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

\_\_\_\_\_  
(For & on behalf of the Principal)  
(Office Seal)

\_\_\_\_\_  
For & on behalf of the Bidder/Contractor)  
(Office Seal)

Place

Date : \_\_\_\_/\_\_\_\_/20\_\_\_\_

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

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

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

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

**The bidder has to execute Integrity Pact agreement with Deendayal Port Authority (as per Bid Response Sheet No.10 and (1) Shri S.K Sarkar, IAS (Retrd) & (2) Shri Saurabh Chandra, IAS (Retd) have been nominated as Independent External Monitor for Integrity Pact whose address are as under:**

**Shri S.K Sarkar IAS (Retd.)**

**..... B-104, Nayantara Aptt,  
. .... Plot 8 B, Sec 07, Dwaraka  
..... New Delhi – 110075,  
Mobile Nos. 98111 49324,  
..... Fax No.011 – 29533457,**

**Email: Shri Saurabh  
Chandra, IAS (Retd.)**

**..... A -9, Sector – 30  
. .... Noida (UP) 201301  
..... Mobile No 9871322133  
..... Email : [saurabh7678@yahoo.co.in](mailto:saurabh7678@yahoo.co.in)**

.....

**ANNEXURE-VII**

SPECIMEN FORMAT FOR DECLARATION  
(To be executed on bidder's letter head)

**To** \_\_\_\_\_  
(Project Title)

**Ref:** \_\_\_\_\_

***The undersigned, having studied the pre-qualification submission for the abovementioned project, hereby states:***

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That in case of being pre-qualified, we acknowledge that the employer may invite us to participate in due time for the opening of Price cover of the tender on the basis of provisions made in the tender documents to follow.
- (c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (e) We also state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the printed tender document No. \_\_\_\_\_ is full and final for all legal/contractual obligations (delete if not required).

**Date:**

**Place:**

Name of the Applicant : \_\_\_\_\_

***Represented by (Name & capacity):***  
\_\_\_\_\_

**ANNEXURE-VIII**

SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID  
**(To be executed on Rs.300/- non-judicial Stamp Paper)**  
**To**  
**The (PORT Address)**

**Dear Sir,**

We \_\_\_\_\_ do hereby confirm that Shri \_\_\_\_\_ (Name, designation and Address) is/ are authorised to represent us to bid, negotiate and conclude the agreement on our behalf with you against tender no. \_\_\_\_\_ and his specimen signature is appended here to..

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

We understand that the communication made with him by the Deendayal Port Authority/ Board shall be deemed to have been done with us in respect of this Tender.

***[Specimen signature]***  
***Yours faithfully,***

***Signature:***  
***Name & Designation:***  
***For & on behalf of:***

**ANNEXURE-IX****TENDER INFORMATION FORM**

*[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: [insert date (as day, month and year) of Tender Submission]  
Tender No.: [insert number of Tendering process]

**Page \_\_\_\_\_ of \_\_\_\_\_ pages**

1. Tenderer's Legal Name <i>[insert Tenderer's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Tenderer's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration along with Registration Details]</i>
4. Tenderer's Year of Registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Legal Address in Country of Registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>
<input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITT.
<input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT.
<input type="checkbox"/> In case of government owned entity from India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT.
<input type="checkbox"/> <u>PAN NUMBER</u>
<input type="checkbox"/> <u>GST Registration Number</u>

**PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT**

(To be submitted on Non-judicial Stamp Paper of appropriate value)

This Joint Venture / Consortium Agreement is made and entered into on this..... day of .....2022 by and between (i) M/s. (Name of the firm to be filled-in).....,(ii) M/s.....(Name of the firm to be filled-in, ....., primarily for the work under the Deendayal Port AUTHORITY.

All the partners of the Joint Venture /Consortium hereinafter individually referred to as the parties and collectively as the Joint Venture/Consortium`.

**1. Formation of Joint Venture/Consortium**

1.1.

(i)M/s..... (Name of the firm to be filled in) is engaged in.....  
.....(Details of the works undertaken by the party)

(ii)M/s.....(Name of the firm to be filled in) is engaged i  
i..... (Details of the works undertaken by the party)

(iii) .....

1.2. On behalf of Board of AUTHORITY of Deendayal Port (hereinafter referred to as –Employer), the Dy. Conservator, DEENDAYAL Port AUTHORITY has invited bids from the experienced, resourceful and bonafide Developers with proven technical and financial capabilities of executing the work \_\_\_\_\_  
\_\_\_\_\_].

1.3. The parties have been exploring together the ways and means of collaboration for the purpose of an offer to be made for the said project of the Deendayal Port AUTHORITY and have mutually agreed to enter into a Joint Venture/Consortium Agreement to submit a common bid for the project and to carry out the project works in the event of award of the contract, in association with each other and (.....Name of Partner to be filled in.....) shall be the Lead Partner and (i) (.....Name of Partner to be filled in.....), (ii) (.....Name of Partner to be filled in.....), shall be the other partner(s).

NOW THEREFORE IT HAS BEEN AGREED TO BETWEEN THE PARTIES AS FOLLOWS

1.4 The Joint Venture/Consortium will be known as..... (.....Name of JV to be filled in.....).....and shall consist of (i) (.....Name of the firm to be filled in.....), (ii) (.....Name of the firm to be filled-in.....), , parties to the present agreement.

1.5. The recitals are true and correct and form an integral part of this agreement and are representations of the parties to which they relate and have been relied upon by the parties to enter into the present agreement.

1.6. Notwithstanding the date of signature of this agreement, its effective date will be the date of submission of bid.

1.7. All costs incurred by the parties before the date of award of contract will be borne by the parties concerned. All costs in implementation of this Joint Venture/Consortium Agreement after award of contract till the expiry of this agreement will be borne by the parties as here in after provided.

1.8. The Joint Venture/Consortium will be dissolved and this agreement will cease to have effect on completion of this project, maintenance and fulfillment of all other conditions under the contract, upon receipt of payment of all amounts from the Employer and on settlement of accounts between the parties as hereinafter provided.

1.9. The contract, if awarded by the Employer, Letter of Acceptance shall be issued in the name of (....Name of JV/Consortium to be filled in ) and the Contract shall be signed by legally authorized signatories of all the parties.

1.10. All the parties of the JV/Consortium shall be jointly and severally liable during the bidding process and the bid document shall be signed by legally authorized signatory of all the parties.

1.11. The financial contribution of each partner to the JV/Consortium operation shall be:

(i) M/s..... (Name of the partner to be filled-in) - .....

(ii) M/s..... (Name of the partner to be filled-in) - .....

(iii) .....



1.12. All the parties of the JV/Consortium shall be jointly and severally liable for the execution of the project in accordance with the Contract terms, in the event of award of contract. The delineation of duties, responsibilities and scope of work shall be:

a) The Lead Partner shall provide suitable experienced personnel at site, for general planning, site management and equipment operations, during entire period of contract execution.

b) (.....Name of Partner to be filled-in ) shall carry out the following works

c) (.....Name of Partner to be filled-in.....) shall carry out the following works

d) .....

.....

1.13. The parties hereto agreed that each of them shall duly and properly perform all the functions and all costs related to their respective works.

1.14. The parties hereto shall be at liberty to enter into liaison work/correspondence with statutory and local authorities as the circumstances warrant individually or collectively.

1.15. It is hereby agreed and undertaken that, all the parties are jointly and severally liable to the –Board of Port of Deendayal for the performance of the contract.

1.16. Notwithstanding demarcation or allotment of work between JV/Consortium partners, JV/Consortium each partner shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.

1.17. The Lead Partner shall be authorized to act on behalf of the JV/Consortium.

1.18. All the correspondences between the Employer and the JV /Consortium shall be routed through the Lead Partner.

1.19. The Lead Partner is authorized: (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV/Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner.

1.20. In the event of default of the Lead Partner, it shall be construed as default of the Developer/Contractor; and Employer shall be entitled to take action under relevant clause(s) of the Department Bid Document and/or Conditions of Contract.

1.21. All the parties of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.

1.22. The JV/ Consortium shall have a separate JV/Consortium Bank account (distinct from the Bank account of the individual partners) to which individual partners shall contribute their share capital / or working capital. The financial obligation of the consortium shall be discharged through the said JV/ Consortium Bank account only and also all payment received by consortium from the Deendayal Port AUTHORITY shall be through that account only.

The parties hereto have mutually agreed to the terms and conditions set forth herein above and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper and due completion of the works envisaged, in the event of award of contract to the JV/Consortium and have affixed their signature in this indenture on this the .....day of.....2022

(i) Signature Name  
Designation seal &  
Common seal of the firm

(ii) Signature Name  
Designation seal &  
Common seal of the firm

Witness1

Witness2

**ANNEXURE XI**

**PROFORMA OF POWER- OF-ATTORNEY FOR LEAD MEMBER OF JV/ CONSORTIUM  
(To be submitted on Non-judicial Stamp Paper of appropriate value)**

**By this Power-of-Attorney executed on this .... day of ...(month) of 2022, we, (i) (.....Name of legally authorized signatory of first partner to be filled in .....), (ii) (.....Name of legally authorized signatory of second partner to be filled in), .....hereby jointly authorize and agree the Lead Partner, M/s (.....Name of the lead partner to be filled in.....), ( a ) to submit bid , negoti a t e a n d c o n c l u d e c o n t r a c t a n d i n c u r a l l l i a b i l i t i e s t h e r e w i t h o n b e h a l f o f t h e p a r t n e r ( s ) o f t h e J V / C o n s o r t i u m d u r i n g t h e b i d d i n g p r o c e s s : a n d ( b ) i n t h e e v e n t o f a s u c c e s s f u l b i d , t o i n c u r l i a b i l i t i e s a n d r e c e i v e i n s t r u c t i o n s f o r a n d o n b e h a l f o f t h e p a r t n e r ( s ) o f t h e J V / C o n s o r t i u m a n d t o c a r r y o u t t h e e n t i r e e x e c u t i o n o f t h e c o n t r a c t i n c l u d i n g p a y m e n t f o r t h e w o r k o f .....(insert name of the work)..... exclusively through Lead Partner.**

**(i) Signature Name Designation seal & Common seal of the firm**

**(ii) Signature Name Designation seal & Common seal of the firm**

**Signature, name and seal of the certifying authority/ Notary Public.**

**ANNEXURE XII****FORMAT FOR DETAILS OF CONSORTIUM MEMBERS**

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
Nature of Experience (no. of years, expertise)				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Member* Name: Designation: Telephone No: Email:				
4. Details of Firm's previous experience				
Project and Location	Name, address and telephone no. of Client	Scope	Duration (Start Date-completion Date)	Status
1.				
2.				
3.				

(Applicable for MSE's)

Annexure-XIII

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS**  
**(On Bidders Letter head)**

Bid Security Declaration Form

Date: \_\_\_\_\_ Tender No. \_\_\_\_\_

To (insert complete name and address of the Employer/ Purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)  
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

**Corporate Seal (where appropriate)**