

DEENDAYAL PORT AUTHORITY

MARINE DEPARTMENT



TENDER NO. DC-01/2025

TENDER DOCUMENTS FOR

"Annual Rate Contract for Renewal of steel plates, painting and other works of various crafts/Tugs of Deendayal Port Authority for 03 years"

**DY CONSERVATOR
Deendayal Port Authority
Administrative Office Building
Post Box No.50
Gandhidham – 370 201.
District: Kutch
Gujarat State
INDIA**

E-mail: dyconsdervator@deendayalport.gov.in

Website: www.deendayalport.gov.in

Telephone: (O) 02836- 233585/220235

Mob: +91 96031 23449, 98797 14341 Fax No: 02836- 233585

CONTENTS OF TENDER DOCUMENT

- **Bid Reference No. : DC-01/2025**
- **NIT : Invitation for Bids**
- **SECTION I : Instruction to Bidders**
- **SECTION II : General Conditions of Contract**
- **SECTION III : Special Conditions of Contract**
- **SECTION IV : Forms of Bid**
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- **SECTION VI : Bill of Quantities**

DEENDAYAL PORT AUTHORITY

TENDER NOTICE NO. DC-01/2025

DEPUTY CONSERVATOR, DPA, Gandhidham, Phone + 91-2836-220235 invites tender in Online E-tendering system for the work of "**Annual Rate Contract for Renewal of steel plates, painting and other works of various crafts/Tugs of Deendayal Port Authority for 03 years.**"

Estimated Cost: Rs. **5,73,32,200.00/-**

EMD: Rs. **5,73,330/-**

Last date of downloading: 25/ 04/2025 up to 1200 hrs.

Date of pre bid meeting: 09 /04 /2025 at 15.30 hrs. in the Chamber Deputy Conservator, A.O. Building Deendayal Port Authority, Gandhidham (Kutch)

Last date and time of submission of E-tender only on website <https://tender.nprocure.com> on 25/04/2025 up to 1200 hrs. Date

and time for opening of E-tender 25/04/2025 at 1230 hrs.

Tender shall be downloaded from web site: <https://deendayalport.gov.in> and <https://eprocure.gov.in>.

Corrigendum, if any, will be placed on websites only.

**DEPUTY CONSERVATOR
Deendayal Port Authority**

Notice Inviting Online Tender

Department Name	MARINE DEPARTMENT
Circle/ Division	MARINE DEPARTMENT, A.O. Building, Gandhidham
Tender Notice No.	DC -01/2025
Name of Work	"Annual Rate Contract for Renewal of steel plates, painting and other works of various crafts/Tugs of Deendayal Port Authority for 03 years"
Estimated Contract Value (INR)	Rs. 5,73,32,200.00/-
Period of Completion (in Months)	36 months from the date of issue of Work Order.
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single Currency
Tender Currency Settings	Indian Rupee (INR)
Pre-Qualification Criteria	<p><u>QUALIFICATION CRITERIA FOR ELIGIBLE BIDDERS:</u></p> <p>The Bidders shall fulfil the following pre-qualification criteria:</p> <p>-</p> <ol style="list-style-type: none">1. Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least Rs.172.00 lakhs – certified by CA and issue a certificate on their letterhead with UDIN number.2. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which bids are submitted should be either of the following:<ol style="list-style-type: none">i. Three similar completed works each costing not less than Rs. 229.33 Lakhs (Excluding GST)ii. Two similar completed works each costing not less than Rs.286.66 Lakhs (Excluding GST)iii. One similar completed works each costing not less than Rs. 458.66 Lakhs (Excluding GST) <p><u>Note:</u></p> <p>(a) A copy of the completion certificate in respect of the successfully completed similar work.</p> <p>(b) A copy of detail work order should also be submitted for which the bidder is submitting the completion certificate. Such completion certificate should be issued on the letter head of the client and invariably reflect the following details:</p> <p style="text-align: center;">(1) Name of Contractor</p>

	<p>(2) Name of Work</p> <p>(3) No. of work order/agreement and date</p> <p>(4) Contract value</p> <p>(5) Contract period</p> <p>(6) Date of commencement of work</p> <p>(7) Date of completion</p> <p>(8) Value of Work executed during the contract period/original contract period</p> <p>(9) Date of issue of completion certificate.</p> <p>(c) In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.</p> <p>(d) Sub-contract work experience will not be considered.</p> <p><u>IMPORTANT:</u></p> <ol style="list-style-type: none"> If multiple bidders submit work experience showing the same/particular work, then such experience will be considered only for main contractor. The completed work only is considered for qualification. Partly completed works or works are in progress shall not be considered for qualification. If the work is completed successfully and contract is under maintenance period, such works are considered as a completed works for evaluation purposes. In case of any contract having material and Labour components are controlled at different heads, in such cases the value of work indicated in work order and respective completion certificates only considered for experience. If the tenderer has successfully completed the work (date of completion of work i.e. physically/ actually completion irrespective of maintenance period) during last seven years ending last day of month previous to the one in which applications are invited irrespective of date of commencement /start of work. Such experience of work is also considered of evaluation in work experience. If the tenderer has successfully completed "similar works" in any contracts/projects/ BOT projects/ turnkey projects etc.in that particular contract meets the QC, such experience shall also be considered for evaluation.
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	<p>3. "Similar Works" means The Contractor shall have experience of carrying out Steel Renewal/ Sand Blasting / Painting (separately or combined) of Marine crafts/Tugs/vessels.</p> <p>4. Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:</p> <p style="text-align: center;">Assessed Available Bid capacity = $A \times N \times 2 - B$,</p> <p style="text-align: center;">Where,</p> <p>"N" = Number of years prescribed for completion of the subject contract.</p> <p>"A" = Maximum value of works executed in any one year during last seven years (at current price level)</p> <p>"B" = Value at current price level of existing commitments and ongoing works to be completed in the next 'N' years. The Bidder shall furnish statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Office or his nominee-in charge.</p>
<p>Joint Venture</p>	<p><u>Allowed</u></p> <ul style="list-style-type: none"> • The number of partners in JV/Consortium shall be limited to maximum of two. • 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. • Lead partner should have executed at least one similar work costing Rs.229.33 Lakhs (Excluding GST) 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. Further they may upload the scanned permission letter for sub-contractor issued by principle (main client) otherwise the bill shall stand non-responsive. • In the case of bid submitted by JV/ Consortium, the lead partner of the JV shall meet the Minimum Eligibility Criteria of Financial Turnover. • Bid Security as required shall be furnished by Lead Member of Joint venture

Integrity Pact	<p>(1) The Employer / Authorized person of Employer shall sign the IP in the Presence of a witnesses, who shall also affix his/ her signature thereof and then the same IP (Form-14) shall be uploaded by them on n-procure portal.</p> <p>(2) The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his / her signature on the IP agreement in the presence of a witness from his / her side, who shall also affix his/ her signature thereof. Having completed the signing procedure, the potential bidder shall upload the duly filled and signed IP Agreement on n-Procure portal.</p> <p>(3) The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which any potential bidder is unable to upload the IP Agreement, then he/she shall submit the Hardcopy of the duly filled, signed IP Agreement to the Department concerned of DPA within a period of seven days and prior to</p>
	<p>opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.</p>
Rebate	Applicable
Bid Document Fee	Rs.5000 + GST @18% (Rs.5900/-)

Bid Document Fee Payable To	<p>Deendayal Port Authority, Gandhidham submitted by scanning through online in Bank of Baroda, Gandhidham Branch, a/c no.: 10080100022427, IFSC Code: BARBOGANKUT</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 below activity related to the subject tender shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in preliminary bid as well as duly filled in and signed 'Bid Securing Declaration' as per Form-15 provided in the Tender documents, failing which the bid shall be disqualified. The Bid Securing Declaration should also be submitted with exemption certificate duly scanned at preliminary stage.</p> <table border="1" data-bbox="578 661 1336 1169"> <thead> <tr> <th>Code / Sub-class</th><th>Description</th></tr> </thead> <tbody> <tr> <td>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>30120</td><td>Building of pleasure and sporting boats.</td></tr> <tr> <td>33111</td><td>Repair and maintenance of structural products.</td></tr> <tr> <td>33150</td><td>Repair of transport equipment, except motor vehicles.</td></tr> </tbody> </table>	Code / Sub-class	Description	30111	Building of commercial vessels: passenger vessels, ferry-boats, cargo ships, tankers, tugs, hovercraft (except recreation- type hovercraft) etc.	30120	Building of pleasure and sporting boats.	33111	Repair and maintenance of structural products.	33150	Repair of transport equipment, except motor vehicles.
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30120	Building of pleasure and sporting boats.										
33111	Repair and maintenance of structural products.										
33150	Repair of transport equipment, except motor vehicles.										
Bid Security/ EMD (INR)	Rs. 5,73,330.00/-										
Bid Security/ EMD (INR) In Favour Of	<p>Deendayal Port Authority, Gandhidham submitted in the form of 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 below activity related to the subject tender shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in</p>										
	<p>preliminary bid as well as duly filled in and signed 'Bid Securing Declaration' as per Form-15 provided in the Tender documents, failing which the bid shall be disqualified. The Bid Securing Declaration should also be submitted with exemption certificate duly scanned at preliminary stage.</p>										

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33150	Repair of transport equipment, except motor vehicles.										
Bid Document Downloading Start Date	27/03/2025 from 1600 hrs.										
Bid Document Downloading End Date	25/04/2025 up to 1200 hrs.										
Pre-Bid Meeting	Applicable										
Place of Pre-Bid Meeting	In the Chamber of Deputy Conservator, Administrative Office Bldg., Deendayal Port Authority, Gandhidham, Kachchh-Dist.- Gujarat										
Last Date & Time for Online submission of Bids	25/04/2025 up to 1200 hrs. on https://tender.nprocure.com										
Bid Validity Period	120 Days										
Condition	<p><u>Tender Fees:</u> Rs. 5,900/- (incl. of GST) shall be made through online payment mode in Bank of Baroda, Gandhidham Branch, a/c no.: 10080100022427, IFSC Code: BARBOGANKUT.</p> <p><u>EMD:</u> Rs. 5,73,330/- (Rupees Five Lakhs Seventy-Three - Thousand Three Hundred Thirty only) shall be made in the form of 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 below activity</p>										

	<p>related to the subject tender shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in preliminary bid as well as duly filled in and signed 'Bid Securing Declaration' as per Form-15 provided in the Tender documents, failing which the bid shall be disqualified. The Bid Securing Declaration should also be submitted with exemption certificate duly scanned at preliminary stage.</p> <table border="1"> <thead> <tr> <th>Code / Sub-class</th><th>Description</th></tr> </thead> <tbody> <tr> <td>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>30120</td><td>Building of pleasure and sporting boats</td></tr> <tr> <td>33111</td><td>Repair and maintenance of structural products.</td></tr> <tr> <td>33150</td><td>Repair of transport equipment, except motor vehicles.</td></tr> </tbody> </table> <p>Offer of those bidders shall only be opened whose EMD, Tender Fee and Integrity pact and along with Bid Securing Declaration Form (Form 15) (duly signed by principal, bidder and witnesses in proper format attached) are received electronically.</p>	Code / Sub-class	Description	30111	Building of commercial vessels: passenger vessels, ferry-boats, cargo ships, tankers, tugs, hovercraft (except recreation-type hovercraft) etc.	30120	Building of pleasure and sporting boats	33111	Repair and maintenance of structural products.	33150	Repair of transport equipment, except motor vehicles.
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30120	Building of pleasure and sporting boats										
33111	Repair and maintenance of structural products.										
33150	Repair of transport equipment, except motor vehicles.										
Remarks	<p>The above shall be submitted in electronic format through online (by scanning) while uploading the bid.</p> <p>Offer of those bidders shall only be opened whose EMD, Tender Fee and Integrity pact and along with Bid Securing Declaration Form (Form 15) (duly signed by principal, bidder and witnesses in proper format attached) are received electronically.</p> <p>Submission of EMD, tender fees and other documents during office hours within 7 days from the opening of bid by hand/courier/RPAD/Speed post in the chamber of DEPUTY CONSERVATOR, A.O. Building, Gandhidham (Kutch) – 370201. Phone:91-02836- 233585/220235</p>										
Preliminary Bid Opening Date	<p>XX / XX /2024 at 15.30 hrs.</p> <p>Note: Scanned copy of EMD, tender fees & Integrity Pact Agreement (Form-14) duly signed by the bidder and one witness (witness sign also to be obtained by the bidder) is also required in preliminary bid criteria.</p>										

	Otherwise, the bid will be treated as non-responsive & shall be rejected.
Technical Bid Opening Date	XX / XX /2024 at 15.35 hrs.
Commercial Bid (price bid) Opening Date	Will be intimated to the technically qualified bidders.
Documents required to be submitted by scanning through online.	a. EMD & Tender fee b. Documents required under clause no. 4.1 & 4.2 of Section-I. Copy of documents mentioned under clause no. 4.1 of section-I is required to be submitted in original/notarized, however self-attested copy of documents mentioned under clause 4.2 of section-I to be submitted to DEPUTY CONSERVATOR, <u>DPA within seven days of last date of opening of the Bid</u> through post or by hand.
Officer Inviting Bids	DEPUTY CONSERVATOR
Bid Opening Authority	DEPUTY CONSERVATOR
Address	DEPUTY CONSERVATOR, MARINE DEPARTMENT, Deendayal Port Authority A.O. Building, Gandhidham – 370201 Kutch – Gujarat
Contact	Phone: + 91233585/220235 Fax: + 91– 2836 – 233585
Corrigendum, if any, will be placed on websites only.	

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 Info tower, S.G. Road, Bodakdev, Ahmedabad – 380054 (Gujarat)

Contact Details:

Airtel: +91-79-40007501, 40007512, 40007516, 40007517, 40007525

BSNL: +91-79-26854511, 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

SECTION – I

INSTRUCTION TO BIDDERS (ITB)

A. GENERAL

1. Scope of Bid

1.1 The Deputy Conservator, Deendayal Port Authority invites bids by E-Tendering from the interested eligible bidder for the work as mentioned in the notice inviting online tender. All bids shall be completed and submitted on-line in accordance with instruction to the bidders.

1.2 The successful bidder will be expected to complete the works by the intended completion period.

2. Source of funds

2.1 The employer has arranged the funds from the internal resources and will have sufficient funds in India Currency for execution of the work.

3. Eligible Bidders

Only eligible bidders fulfilling all the requirements as mentioned in the Notice Inviting Online Tender may participate in the subject Tender. Successful completion of "Similar Works" only shall be considered for evaluation of eligibility criteria.

3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause regarding Eligibility Criteria.

3.2 All bidders shall fill the forms provided in Section – IV- Part – I "To be submitted by Bidders with their Bids".

3.3 Government-owned enterprises may participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the employer subject to fulfillment of Minimum Qualifying criteria.

3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

4. Eligibility Criteria:

4.1 The Bidders shall fulfill the following pre-qualification criteria: -

(1) Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least Rs.172.00 lakhs – certified by CA and issue a certificate on their letterhead with UDIN number.

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

i) Three similar completed works each work costing not less than the amount equal to Rs. 229.33 Lakhs (Excluding GST)

OR

ii) Two similar completed works each work costing not less than the amount equal to Rs. 286.66 Lakhs (Excluding GST)

OR

iii) One similar completed work costing not less than the amount equal to Rs. 458.66 Lakhs (Excluding GST)

- (3) Submission of bid capacity along with relevant documents required for calculation of bid capacity, Technical bid stage criteria and tender documents duly sealed and signed

Note (a) A copy of the completion certificate in respect of the successfully completed similar work.

:

- (b) A copy of detail work order should also be submitted for which the bidder is submitting the completion certificate. Such completion certificate should be issued on the letter head of the client and invariably reflect the following details:

(1) Name of Contractor

(2) Name of Work

(3) No. of work order/agreement and date

(4) Contract value

(5) Contract period

(6) Date of commencement of work

(7) Date of completion

(8) Value of Work executed during the contract period/original contract period

(9) Date of issue of completion certificate.

- (c) In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.

- (d) Notarized copies of the above detailed should be uploaded along with the bids towards proof. **Sub-contract work experience will not be considered.**

IMPORTANT:

- vii. If multiple bidders submit work experience showing the same/particular work, then such experience will be considered only for main contractor.
- viii. The completed work only is considered for qualification. Partly completed works or works are in progress shall not be considered for qualification.
- ix. If the work is completed successfully and contract is under maintenance period, such works are considered as a completed works for evaluation purposes.
- x. In case of any contract having material and Labour components are controlled at different heads, in such cases the value of work indicated in work order and respective completion certificates only considered for experience.
- xi. If the tenderer has successfully completed the work (date of completion of work i.e. physically/ actually completion irrespective of maintenance period) during last seven years ending last day of month previous to the one in which applications are invited irrespective of date of commencement /start of work. Such experience of work is also considered of evaluation in work experience.
- xii. If the tenderer has successfully completed "similar works" in any contracts/projects/ BOT projects/ turnkey projects etc.in that particular contract meets the QC, such experience shall also be considered for evaluation.

- (4) 4.1 Similar works means “**Similar Works**” means The Contractor shall have experience of carrying out Steel Renewal/ Sand Blasting / Painting (separately or combined) of Marine crafts/Tugs/vessels.

4.2 **All bidders shall scan and forward the following information and documents with their bids.**

- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- b. Total monetary value of similar works performed for each of the last seven years ending last day of month previous the one in which applications are invited.
- c. Experience in works of a similar nature and size for each of the last seven years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
- d. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor’s reports for the past three years ending 31st March of the previous financial year duly UDIN verified.
- e. Duly filled Forms mentioned in Section – IV- Part – I.
- f. PAN, Registration with GST, Provident Fund Authorities.
- g. EMD in form of Bank Guarantee from Nationalized/Scheduled Bank only.
- h. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- i. A certificate by the bidder that they have not been banned / blacklisted by any govt. Agency.
- j. Power of attorney (dully accompanied by resolution of Board in case of company).
- k. Qualifications and experience of key site management and technical personnel proposed for the contract.
- l. The proposed methodology and program of work, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones. **(if, Project cost more than 50.00 Lakhs)**
- m. Bidders should give an undertaking that the documents submitted by them in support of their credentials are genuine and DPA is at liberty to take any action against the bidder if the said documents are found to be non-genuine.
- n. Bidders should give an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation.

4.3 Even though the bidder meets the above qualifying criteria, they are subject to **be disqualified** if they have:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
- Record of poor performance such as abandoning the works, non – completion of the contract.

4.4 BID CAPACITY

Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

Assessed Available Bid capacity = $A \times N \times 2 - B$; Where

“N” = Number of years prescribed for completion of the subject contract. “A” =

Maximum value of works executed in any one year during last seven years (at current price level)

“B” = Value at current price level of existing commitment/s and on going works to be completed in the next’ N’ years.

Note: For bring the value of works to current level, multiplying factor to be indicated in tender with reference to escalation based on WPI.

Financial Year	2023-24	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18
Index	151.4	152.5	139.4	123.4	121.8	119.8	114.9
Multiplying factor	1	0.99	1.09	1.23	1.24	1.26	1.32

The Bidder shall furnish statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Officer or his nominee-in charge.

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5. One Bid per Bidder

- 5.1 Each bidder shall submit only one bid. A bidder who submits more than one Bid will cause all the proposals with the Bidder's participation to be disqualified and forfeiture of EMD.

6. Joint Venture

- 6.1 In case of association in the form of consortium or joint venture agreement, the members of the association shall nominate one of the members as "lead partner" for participating in the tender and signing all the documents related therewith up to signing of agreement and execution of all the contractual obligations there after (in case of award of contract). All the partners of the association must also, jointly and severally, be responsible for satisfactory execution and performance of the contract. The firms with at least 26% equity holding each are allowed to jointly meet the legibility criteria.

6.2 Conditions for bid submission by Joint Venture:

- (i) The number of partners in JV/Consortium shall be limited to maximum of two.
- (ii) In case of JV to qualify experience in similar works, merging of work order value executed by one or two 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, on-going works. Only no. of work orders executed by members of JV shall be merged to evaluate experience.
- (iii) Lead partner should have executed at least one similar work costing Rs. 229.33 Lakhs (Excluding GST) as per Minimum Eligibility Criteria
- (iv) The works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of JV 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.
- (v) In the case of bid submitted by JV/ Consortium, the lead partner of the JV shall meet the Minimum Eligibility Criteria of Financial Turnover.
- (vi) Companies/Contractors may jointly undertake contract/contracts. The number of partners in JV/Consortium shall be limited to maximum of two. Each entity would be jointly and severely 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.
- (vii) A legally binding Joint venture / Consortium Agreement signed by authorized signatories of all the partners of the JV/Consortium, as per the Proforma / Forms at Section -4, shall be enclosed with the bid.
- (viii) 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 / Forms at Section -4, which shall be duly authenticated by a notary public or equivalent certifying authority, shall be enclosed with the bid.

- (ix) 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.
- (x) 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.
- (xi) 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.
- (xii) Bid Security as required shall be furnished by Lead Member of Joint venture.
- (xiii) Performance Guarantee, as required, will be furnished by Lead Member of Joint venture.
- (xiv) 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.
- (xv) Each partner must submit the complete documentation, or portions applicable thereto, required qualifying the firm for bidding.
- (xvi) 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.
- (xvii) 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.
- (xviii) The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
- (xix) All the correspondences between the Employer and the contractor shall be routed through the Lead Partner.
- (xx) 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.
- (xxi) 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.
- (xxii) 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.
- (xxiii) 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.
- (xxiv) One of the partners of JV/Consortium should have downloaded the bid documents.

7. Cost of Bidding

- 7.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and employer will in no case be responsible and liable for those costs regardless of the conduct or outcome of the bidding process.

8. Site Visit

- 8.1 The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of work and its

surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the works. The costs of visiting the site shall be at the Bidders' own expense.

B. BIDDING DOCUMENTS

9. Content of Bidding Documents

- 9.1 The set of bidding documents comprises the documents listed in the below and addenda issued in accordance with clause-19:

Bid reference no. DC-01/2025

NIT	: Invitation for bids
Section – I	: Instruction to Bidder (ITB)
Section – II	: General conditions of Contract (GCC)
Section- III	: Special conditions of the contract(SCC)
Section – IV	: Forms of bid
Section – V	: Scope of work and technical specification
Section – VI	: Bill of quantities

- 9.2 The bidding documents shall be downloaded. The documents should be completely filled and submitted through online E – Tendering process.
- 9.3 The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms, technical specifications, bill of quantities, in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the tender documents shall be rejected.

10. Clarifications of the Bidding Documents:

- 10.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing or by electronic form and be confirmed by hard copy at the Employer's address indicated in the invitation to bid. The employer will respond to any request for clarification which he received earlier than days (Suggested 7 days) prior to the date of pre bid meeting. The clarifications shall be uploaded on Website <https://tender.nprocure.com>, www.deendayalport.gov.in and www.eprocure.gov.in.

10.2 Pre-Bid meeting

- 10.2.1 The bidder or his official representative may attend pre-bid meeting to be held on 09/04/2025 @ 15:30 hrs in the Chamber of DEPUTY CONSERVATOR, A.O. Building, Gandhidham. The bidders/representative of bidders who wish to attend the Pre-Bid meeting shall furnish the authority letter on the letter head of Bidder, for attending the Pre-Bid Meeting on behalf of bidder at the time of Pre-Bid Meeting.
- 10.2.2 The purpose of the meeting will be to clarify issues related to work and tender conditions.
- 10.2.3 Pre – Bid clarifications will be uploaded in <https://tender.nprocure.com>, www.deendayalport.gov.in or www.eprocure.gov.in website without disclosing source of enquiry.
- 10.2.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- 10.2.5 At any time prior to the deadline for submission of Bids, employer may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum.
- 10.2.6 Those bidders who download the tender document from the website shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum.

11. Language of Bid

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

12. Documents comprising the Bid

The bid submitted by the bidder shall comprise the following:

A) Primlinary Bid:

- i) Bid Security (EMD) and Tender Fee

Bid securing declaration to be submitted as per Form-15 if, exemption of Tender Fee / EMD is claiming.

- ii) Integrity Pact

B) Technical Bid

- ii) Qualification information in accordance to clause of **Eligibility Criteria** shall be submitted.

B) Price Bid:

- (i) Bill of Quantities duly filled and digitally signed by bidder.

13. Bid Prices

- 13.1 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

- 13.2 The quoted prices shall be inclusive of all charges like cost of materials, transportation, loading, insurance and unloading **etc. at site except GST.**

14. Currencies of Bid and Payment

The unit rates and the prices shall be quoted by the bidder in Indian Rupees only.

15. Bid Validity

- 15.1 Bids shall remain valid for a period of 120 days from the date of opening of the Technical Bid. A bid valid for a shorter period shall be rejected by the employer as non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the employer may request the bidders to extend the period of validity for additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request for which EMD will not be forfeited.
- 15.3 A bidder agreeing to the request will not be permitted to modify his bid.

C. BID SECURITY (Earnest Money Deposit-EMD)

16. Earnest Money Deposit (EMD)

Rs. **5,73,330/- (Rupees Five Lakhs Seventy-Three - Thousand Three Hundred Thirty only)** shall be made Deendayal Port Authority, Gandhidham submitted **in the form of 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 below activity related to the subject tender shall become eligible for exemption from payment of Tender fee/EMD. Such bidder **shall upload in preliminary bid** as well as duly filled in and signed '**Bid Securing Declaration**' as per **Form-**

15 provided in the Tender documents, failing which the bid shall be disqualified. **The Bid Securing Declaration should also be submitted with exemption certificate duly scanned at preliminary stage.**

Division	Group	Class	Sub-Class	Description
30- Manufacture of other transport equipment	301	3011	30111	Building of commercial vessels: passenger vessels, ferry-boats, cargo ships, tankers, tugs, hovercraft (except recreation-type hovercraft) etc.

30 Manufacture of other transport equipment	302	3020	30201	Building of pleasure and sporting boats
33 -Repair and installation of machinery and equipment	331	3311	33111	Repair and maintenance of structural products.
33 -Repair and installation of machinery and equipment	331	3315	33150	Repair of transport equipment, except motor vehicles..

(a) EMD

- (i) The EMD of successful Bidder will be refunded on submission of performance guarantee (in *Form 09*) as per the tender clause and executing the agreement (in *Form 07*) as per tender clause. The EMD of unsuccessful bidders other than L1 & L2 be refunded immediately after ranking of Bids. Earnest Money of L2 bidder shall be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.
- (ii) EMD will be refunded suo-motto without any application from the Bidders.
- (iii) The EMD of successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Guarantee.
- (iv) Earnest Money Deposit will not carry any interest.

(b) The EMD may be forfeited

- (i) The bidder withdraws the Bid after Bid opening during the bid validity.
- (ii) The bidder does not accept the correction of the Bid-Price, pursuant to any arithmetic errors.
- (iii) The successful Bidder fails within the specified time limit to
 - a) sign the Agreement or
 - b) furnish the required Performance Guarantee.
- (iv) The bidder submits more than one bid.

17. Alternative Proposals by Bidders

- 17.1 Conditional offer or Alternative offers will not be considered in the process of tender evaluation.

18. Format and Signing of Bid

- 18.1 The Price Bid to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf the Bidders.
- 18.2 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the person or persons signing the bid.

19. Amendment of Bidding Documents

- 19.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addendums.
- 19.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge the receipt of each addendum by cable to the Employer.
- 19.3 To give prospective bidders reasonable time in which to take an addendum in to account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, which will be notified.

D. SUBMISSION OF BIDS

20. Submission of Bids

Bidders who wish to participate in the tender 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 bidder may contact the following address:

(n) code Solutions,
A Division of GNFC,
301 GNFC Infotower,
Bodakdev, Ahmedabad.
Tel. 91 79 26857316/17/18
Fax: 91 79 26857321
Mobile: 9327084190 / 9898589652.
E-mail: nprocure@gnvfc.net.

The accompaniments to the tender documents as described under **Clause 4.2** shall be Scanned and submitted On-Line along with Tender documents. **However, the originals/attested hard copies along with tender documents (including un-priced Price Bid), signed on bottom of each page in token of acceptance of Tender Conditions** and shall have to be forwarded subsequently so as to reach the office of DEPUTY CONSERVATOR within 7 days of opening of the tenders.

20.1 The envelopes shall be addressed to:

- (a) DEPUTY CONSERVATOR,
Deendayal Port Authority,
A.O. Building,

Gandhidham – 370201.
Kutch-District
Gujarat-State.

(b) bear the following identification:

Accompaniments for **"Annual Rate Contract for Renewal of steel plates, painting and other work of various crafts/Tugs of Deendayal Port Authority for 03 years"**

Bid reference No. **DC-01/2025**

Name and address of the bidder.

21. Deadline of Submission of the Bids:

- 21.1 Bids must be received by the employer in On-Line System at websites <https://tender.nprocure.com> not later than 12:00 Hrs on 25/04/2025.
- 21.2 At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document at <https://tender.nprocure.com> websites will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the Bidder, the conditions mentioned in the Port's uploaded document on <https://tender.nprocure.com> websites shall prevail.
- 21.3 The employer may extend the deadline for submission of bids by issuing an amendment on DPA website as well as on <https://tender.nprocure.com> in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 21.4 In case of tender documents being downloaded from the web site, at the time of submission of (the hard copy of) the tender document, the tenderer shall give an undertaking that no change have been made in document. Any discrepancy is noticed at any stage between the port's tender document uploaded on <https://tender.nprocure.com> and the one submitted by the tenderer, the conditions mentioned in the port's tender document uploaded on <https://tender.nprocure.com> shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

22. Late Bids

- 22.1 After the deadline of submission of bid, the bids cannot be submitted in the On-Line System.

23. Modification and Withdrawal of Bids

- 23.1 Bidders may modify or withdraw their bids before the deadline of submission of bid or extension if any.
- 23.2 No Bid can be modified after the last date for submission of Bids.
- 23.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity including extension, if any, may result in the forfeiture of the Bid security i.e. EMD.

E. BID OPENING AND EVALUATION

24. Bid Opening:

- 24.1 On the due date and time, the employer will first open Technical bids of all bids received including modifications.

- 24.2 In the event of the specified date for Bid opening being declared a holiday by the employer, the Bids will be opened at the appointed time on the next working day at the same time.
- 24.3 If any Bid contains any deviation from the Bid documents and / or if the same does not contain Bid security i.e., EMD and tender fees in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly.
- 24.4 The bids which are technically qualified, their financial bids will be opened. The date of opening of financial bid will be declared in the <https://tender.nprocure.com> and www.dendayalport.gov.in as well as www.eprocure.gov.in.
- 24.5 The price bid i.e., BOQ will be opened only those bids qualify technically.

25. Clarification of Bids:

- 25.1 To assist in the examination and comparison of Bids, the employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakup of unit rates. The request for clarification and the response shall be in writing, but no change in the price of substance of the Bid shall be sought, offered, or permitted.
- 25.2 No Bidder shall contact the employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.
- 25.3 Any effort by the Bidder to influence the employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

26. Examination of Bids and Determination of Responsiveness:

- 26.1 Prior to detailed evaluation of Bids, the employer will determine whether each Bid
- (a) Has been properly digitally signed,
 - (b) Meets the eligibility criteria defined
 - (c) Is accompanied by the required Bid security and tender fees;
 - (d) Is responsive to the requirements of the Bidding documents.
 - (e) GST number to be quoted invariably by bidder.
- 26.2 A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents.
- 26.3 If a Technical Bid is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

27. Evaluation and Comparison of Bids:

- 27.1 The employer will evaluate and compare only the Bids determined to be responsive.
- 27.2 In evaluating the Bids, the employer will determine for each Bid the evaluated Bid price by adjusting discounts, if any.
- 27.3 If in the opinion of Engineer In Charge, the rate quoted by successful bidder is abnormally high/low compared to the estimated cost of the work, the employer may ask the bidder to produce detailed price analysis for all items of the bill of quantities.
- 27.4 Financial evaluation shall be made as per total amount of all the items quoted in BOQ .

The bidder quoting lowest rate in total as above, will be considered as L-1bidder, subject to fulfilling eligibility criteria.

F. AWARD OF CONTRACT

28. Award Criteria:

The employer will award the work to the bidder whose bid has been evaluated to be techno – commercially responsive and the lowest evaluated amount bid subject to submission of agreement and performance security.

The employer, if so required, reserves the right to:

- a) Split the work and award the work in favour of more than one firm,
- b) Award the work separately as supply, execution, Operation & Maintenance/Operation/Maintenance as applicable.

29. Employer's Right to reject any or all the bids:

Notwithstanding Clause 28, the Employer reserve the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring and liability to the affected bidder or bidders of the grounds for Employer's action.

30. Letter of Intent:

The DEPUTY CONSERVATOR will issue the Letter of Intent (Form No.6) intimating the successful bidder about the proposed pre-acceptance of tender.

31. Notification of Award and Signing of Agreement:

- i) The Bidder whose Bid has been accepted will be notified for the award by the employer prior to expiration of the Bid validity period by confirmation in writing. In this letter (hereinafter and in the Conditions of Contract called the "Letter of Intent") the contract amount, completion period of the work, etc. will be mentioned in line with the tender conditions.
- ii) The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of tender condition.
- iii) The Agreement will be submitted by successful Bidder within 14 days (National Bid) 28 days (Global Bid) of issue of the notification of award (Letter of Intent). The agreement will incorporate all correspondence between the employer and the successful bidder.

32. Contract Agreement:

- 32.1 The agreement on stamp paper shall be furnished by the Contractor as per the following guidelines within 14 days (National Bid) 28 days (Global Bid) from the date of issue of Letter of Intent.

The successful Bidder will be required to execute an agreement at his expense on Three Hundred Rupees (Rs.300/-) Non-Judicial Stamp Paper in the proper departmental format (Form 7) for the due and proper fulfilment of the contract within 14 days (national Bid) 28 days (Global bid) from the date of Letter of Intent.

32.2 Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with DEPUTY CONSERVATOR's letter/fax accepting the tender shall constitute a binding contract between the Board and the Contractor.

32.3. The contract period shall be reckoned from the date of issue of work order to commence the work.

- i) The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value (at present Rs.300/-)
- ii) The Agreement should be submitted in duplicate and the date of execution is to be kept blank.
- iii) Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name.
- iv) If the Contractor is a partnership firm, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.
- v) If the agreement is signed by a Partner/ a Director/ an authorized person of the firm, in such case, a certified true copy of the power of attorney/ letter of authority given by the firm/ company to the signatory of the Contractor firm is to be submitted.
- vi) The entire agreement should be in type written form/ computer printed form.
- vii) Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.
- viii) All corrections/ additions made in the agreement are to be initialled.

33. Performance Security:

Security deposit shall consist of two parts; a) Performance Guarantee to be submitted after issue of LOA, and b) Retention money to be recovered from Running Bills.

33.1 Security deposit shall be 10% of the contract price, of which 5% of contract price should be submitted in Online Digital Transfer or FDR or in form of Bank Guarantee issued from Nationalized/ Scheduled bank (except co-operative banks), having its branch at Gandhidham, within 21 days on receipt of Letter of Award and balance 5% to be recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from the First RA Bill onwards @ 5% of the Bill Value from each Bill of allocated job. Retention Money will be refunded within 14 days from the completion of particular allocated each job and payment of final duly certified of successfully completion of job of bill towards particular each job. Balance SD will be refunded immediately not later than 14 days after completion of last allocated job and completion of that defect liability period as per clause no. 4 of Section-III.

33.2 Successful Bidder has to submit the Performance security @ 5% of Contract price within 21 days of receipt of Letter of Award (LOA), failing which the work will not be awarded and the Bid Security i.e., EMD will be forfeited.

33.3 The Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.

- 33.4 Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of bid security i.e., EMD.
- 33.5 The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- 33.6 The bank guarantee towards performance guarantee cum security deposit will be accepted in the form of bank guarantee from any nationalized bank / scheduled bank (except Co-Operative Bank) having its branch at Gandhidham.
- 33.7 The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.
- 33.8 In case of submission of fraudulent documents with regard to Bank Guarantee against Performance Security by the Bidder shall be treated as major violation of the Tender procedure and in such cases, Blacklisting the contractor for the next three years.
- 33.9 The Performance Guarantee cum Security Deposit will be released as mentioned in Clause 33.1 above.

34. Issue of Work Order: (Modified as per Clause No. 2 of Section – III)

Work order will be issued indicating the Contract value, completion period etc. after submission of Performance Security Deposit and Contract Agreement on Non- Judicial Stamp Paper by the successful bidder as per Tender Conditions.

35. Time Schedule:

The Contract shall be effective from the date of issue of Work Order and the work shall be completed within specified completion period.

36. Corrupt or Fraudulent Practices:

- 36.1 The employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the employer:

(a) Defines the following for the purpose of these provisions:

(i) **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) **"Fraudulent Practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition.

(b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

- (c) will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contract if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.

37.

Prospective bidder(s) may raise query relating to bidding conditions, bidding process and /or rejection of its bid. The reasons for rejecting a tender or non-issuing a tender to prospective bidder will be disclosed where written enquiries are made by the concerned bidder.

**Signature & Seal
Of Contractor**

**DEPUTY CONSERVATOR
Deendayal Port Authority**

SECTION – II
GENERAL CONDITIONS OF CONTRACT(GCC)

GENERAL CONDITIONS

1. Definitions

In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- a. **"Employer"** means Board of Authority of Deendayal Port, a body corporate under the Major Port Authority Act.2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or DEPUTY CONSERVATOR or any other officers so nominated by the Board.
- b. **"Contractor"** means the person or persons, firm, corporation or company whose tender has been accepted by the employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.
- c. **"Contract"** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Intent, Contract Agreement and the work order.
- d. **"Contract Price"** means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes, except GST, and duties to be paid to state or central Government.
- e. **"Specifications"** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the employer.
- f. **"Deputy Conservator"** shall mean the Deputy Conservator of DEENDAYAL PORT Authority.
- g. **"Work" or "Works"** shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the contractor under the contract.
- h. The **"Site"** shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.
- i. The **"Schedule"** shall mean the schedule or Schedules attached to the specifications.
- j. The **"Drawings"** shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the DEPUTY CONSERVATOR and any further drawing submitted by the contractor with his tender and duly signed by him and accepted or approved by the DEPUTY CONSERVATOR and all other drawings supplied or furnished by the contractors or by the DEPUTY CONSERVATOR in accordance with these contract conditions.
- k. **"Trials" and "Tests"** shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the 'employer'.
- l. **"Approved" or "Approval"** shall mean approval in writing.

- m. "Engineer-in-charge/Nodal officer"** shall mean any officer/Engineer authorized by Deputy Conservator for purpose of this contract.
- n. "Day"** re calendar days, **"months"** are calendar months
- o. "Equipment"** is the contractor's machinery and vehicles brought temporarily to the site to construct the works.
- p. "Material"** are all supplies, including consumables, used by the contractor for incorporation in the works.
- q. "Plant"** is any integral part of the works which is to have mechanical, Mechanical, electronic or chemical or biological function.

2. Use of Contract Document:

The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

3. Change Orders:

At any time during the execution of the contract, by a written notice to the Contractor, changes may be made in the general scope of contract. The Engineer In-charge (EIC), with due approval of competent authority, may make any changes in the quality and/or quantity of the work or any part thereof that may, in his opinion, be necessary and for that purpose the Engineer In-charge shall have the power to order the Contractor to do and the Contractor shall do any of the following:

- a. Increase or decrease or split the quantity of work included in the contract,
- b. Omit any such work,
- c. Change the character, quality or kind of any such work,
- d. Change the dimensions of any such work,
- e. Change in Location

f. Execute additional work of any kind necessary for completion of the work under the contract, and no such change shall in any way vitiate or invalidate the contract but the cost, if any, arising out of all such changes shall be taken into account in ascertaining the total amount of the contract price. Where the rate is available in the contract and the same is applicable to the additional work, in the opinion of the EIC, the cost of the additional work shall be determined as per this available rate. But, if the rate for additional work is not available in the contract, the same shall be determined by the EIC taking into account the market rate and Labour cost at the site for similar works and shall be final.

g. Deviations from the specifications as contained in the tender agreement including the make / model, shall not be accepted. In case of any such deviation, payment shall not be made for that part of the work / item, even if it is meeting the functional requirements and has been accepted by the purchaser. The payment for such portion of the work / item can only be released if the contractor makes good the deviations before the expiry of the warranty period so as to meet the specifications of the tender agreement in all respects.

4. Resolution of Dispute

a) The Board and the Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or dispute arising between them in connection with the contract. However, in case of failure of negotiation between the Board and the Contractor, the parties shall refer their present and future disputes relating to the contract itself or arising out of or concerning or in connection with or in consequence of the contract to the Chairman, DPA whose decision shall be final and binding on both the parties. The contract shall be governed by the Indian Contract Act, 1872.

b) Jurisdiction of Courts:

All such disputes, which could not be settled at the intervention of Chairman, DPA, shall be subjected to the jurisdiction of the courts at Gandhidham.

5. Force Majeure:

- 5.1 In the event that the Contractor is delayed in performing its obligations in the contract, and such delay is caused by force majeure including war, civil resurrection, strikes (other than the strike solely by the Contractor's men), fire, flood, epidemics, earthquakes, extremely adverse climatic conditions, such delay may be excused and the period of such delay may be added to the time of performance of the obligations without any addition to the contract price.
- 5.2 If a force majeure situation arises, the Contractor shall promptly notify the Board in writing of such condition and the cause thereof, **but not later than 7 days from its occurrence**. Unless otherwise directed by the Board in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable. The Contractor shall demonstrate to the Board's satisfaction that it has used its best endeavor to avoid or overcome such causes of delay and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay without having any right to any claim on account of such force majeure.
- 5.3 In any other situation, which is beyond the reasonable control of the Contractor in the opinion of the Engineer In-charge, and where the Contractor has promptly notified the Board in writing about such situation, it may be considered as "Force Majeure" situation.

6. Compliance with Statutes, Regulations:

The Contractor shall comply in all respects, with all statutes and regulations as may be necessary, including clearance from State/Central Govt. authorities, Pollution Control Boards, Labour enforcement and local authorities. The Contractor shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State legislation as well as any by-laws of any local authorities regarding Labour, particularly the Minimum wages Act, Factories Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, The Apprentice Act and keep DPA indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Contractor. The price quoted by the Contractor in the Bill of Quantity shall be deemed to include all expenses whatsoever the Contractor may be required to incur for the compliance with the provisions of the above said legislation. The Contractor shall make necessary arrangements for DPA to witness the payment made by the Contractor to his staff and Labour.

7.0 Payment Terms: (Modified as per Clause No. 3 of Section – III)

All payments shall be made in Indian rupees unless specifically mentioned.

95% monthly payment in respect of item executed/ supplied will be released after deducting 5% as retention money towards performance security.

NOTE:

The payment shall be made through RTGS /NEFT and the Contractor shall furnish following details: -

Bank Payment Agreement Form

- Name of Party
- Account No.
- Branch Name
- Branch Station
- IFSC code of the bank
- MICR code
- Accepted for :-NEFT payment or RTGS payment

Declaration by the party

I/We hereby declare that the above information furnished by me is correct and DPA is requested to pay my / our dues to this account for this work is concerned.

Signature of the party with the seal

Declaration by the bank

It is hereby informed that the details mentioned by the party is correct as per our records and any payment made by DPA to this account will be accepted either by RTGS/NEFT.

Signature of the bank manager with the seal.

8.0 Insurance (superseded as per Clause no. 9 of Section-III):

- 8.1 The contractor shall provide in the joint names of the employer and the contractor, insurance cover from the start date to the end of guarantee period for the following events which are due to the contractor risk:
 - a) loss of or damage to the works, plan and materials.
 - b) loss of or damage to equipment.
 - c) loss of or damage of property (except the works, plant, materials and equipment) in connection with contract, and
 - d) personal injury or death
- 8.2 Policies and certificates for insurance shall be delivered by the contractor to the engineer in charge or his nominee before the commencement of work. All such insurances shall provide for compensation to be payable to the types and proportions of currencies required to be rectify the loss or damage incurred.
- 8.3 Alterations to the terms of insurance shall not be made without the approval of the engineer in charge or his nominee,

8.4 All the materials shall stand insured from the time of arrival at site till commencement of erection against fire, pilferage, damage and against natural calamities for the value of 90% of each item.

8.5 During erection and till the work is completed and satisfactory taken over by the D.P.A after testing the materials shall stand covered by suitable erection insurance also for the value of 110% of the item. The charges for the insurance shall be borne by the Contractor.

9. Time Extensions:

The tenderers are expected to have full knowledge of the site of work and local working condition in the Port before submitting the tenders. The Port is basically an operational area dealing mainly with handling various cargo. The Nodal Officer or his nominee will give to the Contractor possession of so much of the site as in the opinion of Nodal Officer or his nominee may be required to enable the Contractor to proceed with the work without interruption of the anything in accordance with the requirement.

However, all efforts will be made to handover entire clear site at the starting of work. No claim / disputes what-so-ever for handing over the site of work late, for starting the work shall be entertained. If the contractor suffers any delay the Nodal Officer or his nominee may grant at his discretion for extension of time for completion of work. However, no claim / disputes etc. arising out of extension of time so granted shall be entertained. The contractor while filling up their rates in the tender should consider the above aspects unfailingly.

A hindrance register should be maintained at site to record any incident which affect the time of contract.

10. Time is the essence of the contract:

Time is the essence of the contract and the Contractor shall ensure that all the obligations under the contract are completed within the agreed time schedule. The Contractor shall be solely responsible for all the delays including the delays caused by its vendors. In case of delay in progress of the works, DEENDAYAL PORT AUTHORITY reserves the right to withhold the payment, cancel the contract unilaterally or complete the work departmentally.

11. Liquidated Damages:

11.1 In case of delay in completing the contract, liquidated damages (LD) may be levied @ 0.5% of each job value per week of delay or part thereof of each job work subject to a maximum of 10% of each job price as per clause no. 2 of Section – III.

11.2 The employer, if satisfied that the works can be completed by the contractor within a reasonable time after the specified time for completion may allow further extension of time at its discretion with or without the levy of LD. In the event of extension of time at its discretion with LD the employer will be entitled without prejudice to any other right or remedy available in that behalf percent (0.5%) of each job value of the works for each week or part of the week subject to the ceiling 10% of each value.

11.3 The employer, if not satisfied that the works can be completed by the contract, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid shall be entitled without prejudice to any other right or remedy available in that behalf to rescind the contract.

11.4 The employer, if not satisfied with the progress of the contract and in the event of failure of the contract to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

11.5 In the event of such termination of the contract as described in clause 23 or others, the employer shall

be entitled to recover LD up to ten percent (10%) of the contract value and forfeit the security deposit made by the contract besides getting the work completed by other means at the risk and cost of the contractor.

- 11.6 In case part/portion of the work can be commissioned and port operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the job value.
- 11.7 For minor / emergency repair works – the LD will be applicable as per above clause no. 11.1

12. Variations:

12.1 Variation in Conditions of Contract:

In case of any variation in Instructions to Bidders (ITB), General Conditions of Contract (GCC) and the Special Conditions of Contract – if any, special conditions of contract shall prevail. But in case of any requirement/condition specified in the Scope of Work, it shall prevail over all other conditions.

12.2 Variation in Quantities of Schedule – B:

The overall as well as individual variations shall be $\pm 30\%$ in quantity for which the rate quoted by the bidder and accepted by the employer shall be applicable.

13. Acceptance:

Upon completion of each work under this contract, the Board may accept the works and/or services after installation, if defects or shortcomings are not considered essential and, the Contractor agrees to make good the deficiencies in confirmation with this contract. No work shall be accepted before the Contractor clears the site of scraps, unused materials, work shed, equipment and all such materials which were used for execution of the work and not required any more at the work site.

Completion Certificate shall be issued by the employer after satisfactory completion of entire work as per tender and after taking trial.

14 Taxes:

GST Clause:

- The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods & Service Tax – 2017. The contractor should have valid GST registration number to become eligible for Participating in the bid.
- GST Registration should be invariably mentioned in the bid / tender, failing which the bid / tender will be treated as non-responsive and liable to be discharged.
- GST & PAN No. may be furnished with documentary evidence along with the Tender Documents.
- It is mandatory to upload scanned copies of all the documents including GST registration certificate 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.
- The TDS under GST Act is required to be deducted @ 2% (1% CGST and 1% SGST or 2% IGST) from payment / credit given to contractors /professionals and others for work order/contracts exceeding Rs. 2,50,000.00

Contractor / Service provider / Supplier etc. Has to ensure timely and proper filling of GSTR 1 so that DPA can avail input tax credit in timely manner. In case DPA not allowed input tax credit due to failure on part of the Contractor Service provider / Supplier etc. It will be financial loss to the DPA and therefore same shall recovered from payment / deposit of the Contractor / Service provider / Supplier

Deduction of Income-Tax:

Income-Tax deductions and surcharge as applicable thereon shall be made good while making payments due to the contractor for carrying out the work and only net amount shall be paid as directed by the Central Board of Direct Taxes, Ministry of Finance, Government of India.

Tax: The rates quoted by the contractor shall be deemed to be inclusive of the taxes, duties etc. which the contractor will have to pay for the performance of this contract, except GST. The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.

15. Deduction:

- 15.1 Deduction of taxes/income tax at source shall be made from the any bill of the Contractor in accordance with the prevailing rules of Govt.
- 15.2 While performing under the contract, the damages caused by the Contractor or his workers to any of the Port Authority property shall be promptly made good by the Contractor at his own cost. In case the Contractor fails to repair/replace the damage, DEENDAYAL PORT AUTHORITY shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the bills of the Contractor or any money due to the Contractor from this contract or any other contract or any other transaction. In determination of the damage, the opinion of the Engineer-In-charge (EIC) shall be conclusive.
- 15.3 Any dues arising out of failure on the part of the Contractor to carry out any obligation under the contract shall be deducted from the bills of the Contractor or from any money due to the Contractor from this contract or any other contract.

16. DELETED

17. Subcontracts:

The Contractor shall not be allowed to engage any sub-contract for all or any part of this contract.

18. Idle Charges: DELETED

19. Personal Protective Equipment: (PPE)

The Contractor shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE such as helmets, nose masks, hand gloves etc. by his staff at site.

20. Conduct:

The Contractor, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and

protection of persons and property at the work site as well as in the enactment of the works.

21. Accident:

The Contractor shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the Engineer-In-Charge giving all the details in writing. He shall also provide additional information about the accident as requested by the EIC.

22. Watch and ward:

During the execution of the contract, it shall be the responsibility of the Contractor to arrange watch and ward of the work including the raw materials, machine/equipment/system used for the work at his own cost till the date of acceptance of the work by Deendayal Port Authority.

23. Termination:

23.1 The Board may, without any prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the contract in whole or in part:

- (i) if the Contractor fails to execute the work within the period as specified in the contract or any extension granted by the Board;
- (ii) if the Contractor fails to perform any other obligation under the contract and if the contractor does not cure the same after receipt of a notice of default, the nature of default as well as the time within which the default has to be cured by the Contractor.

23.2 In the event of Board's termination of the contract in whole or in part, the Board may execute the remaining work or procure goods similar to those undelivered by the Contractor and the Contractor shall remain liable to the Board for any excess cost for such works or goods and risks, if any.

The Board will pay the Contractor, for all the items that are completed and ready for delivery, within 30 days after termination. The payment shall be made only after all the afore-mentioned goods are supplied to and accepted by Deendayal Port Authority. The amount so decided by the Engineer-in-Charge in this regard shall be final and binding.

23.3 In case of termination of contract for default by the Contractor, the Board may not permit the Contractor to participate in any of the future tender of Deendayal Port Authority for a period decided by DPA.

23.4 The employer may terminate the contract if Contractor causes a fundamental breach of the contract.

23.5 Fundamental breaches of contract include, but shall not be limited to the following:

- a) The contractor stops work for 28 days and the stoppage has not been authorized by the Engineer-in-Charge or his nominee.
- b) The contractor becomes bankrupt.
- c) The contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the contract data and
- d) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
- e) For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action or public officials in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid

prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition”.

- f) If the contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
- g) Any material lying at site will not be removed without the prior written permission of Engineer In Charge.

24. 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 what so ever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instruction s, order or to the condition or otherwise concerning the work 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 sly all be referred to the Chairman for sole arbitration by himself or by any Officer appointed by him.
- 2) It will be no objection to any such appointment that the arbitrator is an emio1oyee 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 dissents or of difference.
- 3) 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.
- 4) 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.
- 5) I t 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.
- 6) 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.
- 7) It is also a term of contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claim disputes in writing, as aforesaid, within 120 days of receiving the information 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 to respect of these claims.
- 8) 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 arid give separate award against each dispute/ claims as referred to him. The arbitrator will be bound

to give claim wise and speaking award and it should be supported by reasoning.

- 9) The award of the arbitrator shall be final, conclusive and binding on all the parties in the contract.
- 10) The arbitrator may from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.
- 11) 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.
 - a) It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
 - b) 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.
 - c) Venue of arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

25. Indemnification:

The Contractor shall indemnify, protect and defend at its own cost, DEENDAYAL PORT AUTHORITY and its agents & employees from & against any/all actions, claims, losses or damages arising out of

- a. any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties;
- b. Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.

26. Engineer-in-Charge or his nominee's Decisions

Except where otherwise specifically stated, the Engineer-in-Charge or his nominee will decide contractual matters between the employer and the Contractor in the role representing the employer.

27. Delegation

The Engineer-in-Charge or his nominee may delegate any of the duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

28. Communications

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act 1872).

29. Personnel:

- a) The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer-in-Charge. The Engineer-in-Charge will approve any proposed replacement of Key personnel only if their qualifications, abilities, and relevant experience are substantially equal or better than those of the personnel listed in the Schedule.
- b) If the Engineer-in-Charge asks the Contractor to remove a person who is a member of the Contractor's staff of his work force stating the reasons, the Contractor shall ensure that the person leaves the Site

within seven days and has no further connections with the work in the Contract.

30. Employer's Obligation (Modified as per Clause No. 5 under Special Conditions, Section-III)

- (i) The employer will not provide Port Authority Quarters, during the tenure of contract.
- (ii) Administrative support only, for obtaining clearance from any statutory authority, shall be provided by the employer.
- (iii) On successful completion of all the obligations under the contract and on the request of the Contractor, the employer shall issue a "Completion Certificate with the approval of the DEPUTY CONSERVATOR, the employer.

31. Queries about the Technical Data

The Engineer-in-Charge will clarify queries on the Technical Data.

32. Approval by the Engineer-in-Charge or his nominee:

The Contractor shall submit the makes of material, equipments, specifications and drawings for proposed Work to the Engineer-in-Charge or his nominee, who is to approve them subject to compliance with the Technical specifications and drawings.

The Engineer-in-Charge or his nominee's approval shall not alter the Contractor's responsibility for the work.

All drawings prepared by the contractor for the work if any, are subject to prior approval by the Engineer In Charge or his nominee before procurement/execution.

33. Discoveries:

Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The contractor is to notify the employer or his nominee of such discoveries and carry out the instructions of employer or his nominee for dealing with them.

34. Access to the site

The contractor shall allow the Engineer in charge or his nominee and any person authorized by him access to the site to any place where work in connection with the contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the work.

35. Instructions

The contractor shall carry out all instructions of the engineer or his nominee which comply with applicable laws where the site is located.

36. Safety

The Contractor shall be responsible for the safety of all activities on the Site.

37. Identification of Defects:

The Engineer-in-Charge or his nominee shall check the work carried out by Contractor and notify the Defects found if any. The Engineer-in-Charge or his nominee may instruct the Contractor to rectify the Defect.

38. Correction of Defects

- a) The Engineer-in-Charge or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period (Guarantee Period), which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- b) Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the Engineer-in-Charge or his nominee's notice.

39. Uncorrected Defects

If the Contractor has not corrected a Defect within the time specified, the Engineer-in-Charge or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

40. Employer's right of Rejection:

The employer shall reserve the right to reject a part portion or consignment thereof within a reasonable time after actual delivery thereof at the place of destination, if consignment is not in all respects in conformity with terms & conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise whatsoever.

41. Removal of Rejected goods:

Rejected goods shall under all circumstances lay at the risk of the contractor from the moment of rejection and if such goods are not removed by the contractor within 21 days from the date of intimation from the Engineer-in-Charge. Engineer-in-Charge may either return to the contractor at the risk and cost of the contractor by such mode of transport as the Engineer-in-Charge may select or dispose of such material at the contractor's risk on his account and retain such portion of the sale proceeds as may be necessary to recover any expenses incurred in such disposals.

42. Use of Contract Document:

The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

43. Memorandum of Settlement:

The Contractor shall not sign any memorandum of settlement with any agency such as Trade Unions etc. in any form at any level without the prior written permission of the employer in relation to any work under taken by him in the Port premises.

44. Deviations:

The bidder must read the tender document carefully and prepare the bid for submission. It is important to note that deviations, if any, must be brought out clearly in the technical offer, which shall be examined by DEENDAYAL PORT AUTHORITY. If the deviation statement submitted by the bidder does not contain any item, then it shall be construed that the bidder has accepted the same and no request from the Contractor, for any change, shall be accepted by DPA at a later stage. In any case, no change in specifications given in the tender agreement shall be permitted.

However, only in unavoidable circumstances, Deendayal Port Authority may consider such requests from the Contractor, provided the Contractor submits its request with adequate justification.

45. Approvals:

The Engineer-in-Charge shall give specific approval in writing within 7 Days to Contractor after written submission regarding Makes of Material to be used for the Contract and Drawings, if any to be furnished by the Contractor to Engineer-in-Charge for approval. Any corrections to be suggested by Engineer-in-Charge in drawings, the days taken for rectification in drawings shall be in account of the Contractor.

46. Engagement of Labour: The contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

47. Police verification of contract labour:

The Contractor who has been awarded the job through Work Order shall furnish necessary Police Clearance Certificate in respect of character and antecedents of all Contract Laborers engaged by them, before commencing the work at site.

This will be a part of Contractual Agreement, as entire Cargo Jetty, Oil Jetty area has been declared as **"Prohibited Area"**. Contractor who would be awarded contract is required to comply with the above requirements.

Contractor shall obtain such Police Clearance Certificate from Police available against a nominal fee per Certificate and they will submit this Certificate giving Work Order reference on it, to the Office of the Engineer In Charge of respective Divisions, to be forwarded to Commandant, CISF which our Security Department along with request for issuance of Entry Passes.

The Contractor shall, if required by the Engineer-in-Charge, deliver to the Engineer-in-Charge a return in detail, in such form and at such intervals as the Engineer-in-Charge may prescribe, showing the staff and numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer-in-Charge may require.

a) Submission of Labour Reports by Every Fortnight:

The contractor shall submit, by the 4th and 19th of every month, to the Engineer-in-Charge a true statement showing, in respect of the second half of the preceding month and the first half of the current month respectively.

1. The number of laborers employed by him on the work.
2. Their working hours.
3. The wages paid to them.
4. The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
5. The number of female workers who have been allowed Maternity Benefit, according to clause 19 F and the amount paid to them, failing which, the Contractor shall be liable to pay to Government a sum not exceeding Rs. 200/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

b) No Labour Below 14 Years:

No Labour below the age of 14 (fourteen) years shall be employed on the work.

48. Registers to be maintained at site

1. Site order Book:

A site order book is to be maintained by the contractor at the site. The work orders and instructions written in the site order book shall be deemed to have been legally issued to the contractor shall sign each entry in the site order book as a token of his having seen the same. The site order book shall be property of the Board and shall be handed over to the Engineer-in-charge of the work in good condition on the completion of the work or whenever required by the Engineer-in-charge or his authorized representative.

2. Hindrance Register

Every type of hindrance arising during the execution of work should be invariably recorded in the hindrance register. The Hindrance Register is to be maintained by the Engineer In Charge at the site. The contractor shall sign each entry in the hindrance Register as a token of his having seen the same. The Hindrance Register shall be property of the Board.

49. No damage, hindrance or interference to the Port activities:

The contractor shall be required to execute the work in such a manner as not to cause any damage, hindrance or interference to the Port activities and the work going on in the area. The contractor shall have to make good the loss at his own cost and risk all damages caused by his workmen to Port property and no extra payment shall be made to him on that account.

50. Tools & Tackles:

All the tools, tackles, bricks, cement, ladders etc. for executing the work will have to be arranged by the contractor at his own cost. Arrangement for storing the materials, tools etc. will also have to be made by him. The EMPLOYER shall not be responsible for any theft/loss of any materials, tools, etc. stored/brought by the contractor for execution of work within the Port area.

51. Indian Dock Safety Regulations:

Necessary Indian Dock Safety Regulations for the safety purpose shall be adhered to by the contractor and he will be held responsible for any violation of the same.

52. Action where no Specifications are specified:

The work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in- Charge.

53. Undertaking by the Contractor:

Having understood all the terms and conditions of the tender document and having assessed the site conditions, we hereby confirm that the price offered by us is a firm price and includes all the taxes (excluding GST), duties, fees, Cess etc. and all incidental charges.

54. Labour License:

The contractor will have to obtain License from Assistant Labour Commissioner (ALC), Gopalpuri, Gandhidham (Kutch), in case he is engaging ten or more workers on any day during execution of work.

55. Third Party Inspection:(superseded as per Clause no. 6 of Section-III)

- i. The Third-Party Inspection Agency shall be arranged by DPA, and cost of Third-Party Inspection mentioned below shall be borne by DPA.
- ii. The Third-Party Inspection Agency will carry out approval of drawings if any, material inspection at manufacturer's work/ site, dispatch clearance from manufacturer's work, certification for releasing payments as per payment terms of contract for all the material as per schedule/work till taken over by DPA.
- iii. The Third party shall carry out inspection of work as per tender specification/relevant standard.
- iv. The stage payment of the contractor shall be released after certifying by the third party and copy of the same shall be produced by Contractor for releasing the stage payment as per Payment Terms.

**Signature & Seal
of Contractor**

**DEPUTY CONSERVATOR
Deendayal Port Authority**

SECTION –III

SPECIAL CONDITIONS OF CONTRACT (SCC)

(These special conditions will supersede the General Condition and ITB wherever applicable.)

1. Deleted.

2. Issue of work order (The clause no. 34 of Section-I is superseded as under:)

The work order will be issued for entire work on the submission of the following:

	Description	Time period for submission
1	Duly signed contract agreement along with the required documents.	14 days from the date of receipt of LOI
2	Performance guarantee of appropriate value and in format, prescribed.	21 days from the date of receipt of LOI

2.1 Separate Job order for each allocated job:

The Job order for each job work will be issued separately by Dy. Conservator after successful joint survey/inspection carry out by IRS & Engineer In-charge in docking or afloat condition.

The separate Job order will be issued in line with original terms & conditions, the quantity & time for such work will be decided by Engineer In-charge separately which will mention in each Job order. The contractor has to complete the work with satisfaction of IRS & Engineer In-charge.

2.2 Minor / emergency Repair works

The minor/emergency repair works (viz. steel renewal upto 2 MT or painting work upto 50 m2) whether in docking or afloat condition will be carry out as per instruction of Engineer in-charge where small quantity of BOQ require other than the above job work as per above clause no. 2.1. Such works work will be carried out as per direction of Engineer In-charge

3. Payment Terms: (The clause no. 7 of Section-II is superseded as under:)

All payments shall be made in Indian rupees unless specifically mentioned.

- 3.1 100 % payment of each Job will be made as per rates mentioned under Schedule B through NEFT/RTGS within 30 days on satisfactory completion of allocated job in each vessel and on submission of invoice after satisfaction of IRS and Engineer in-charge.
- 3.2 The payment related with minor works as per clause no. 2.2 will be made as per rates mentioned under Schedule B through NEFT/RTGS within 30 days alongwith above job work or separately, on submission f invoice after satisfaction of Engineer in-charge.
- 3.3 The contractor's request for payment shall be made to the Employer in writing, accompanied by invoices describing, as appropriates, Services performed and by the documents submitted & upon

fulfillment of all other obligations stipulated in the Contract.

- 3.4 Payment shall be made promptly by the Employer for allocated job in each vessel, but in no case later than Thirty (30) days after submission of an invoice and other relevant documents/certificates and on request for payment by the contractor and after the Employer has accepted it.
- 3.5 The currencies in which payments shall be made to the Contractor under this Contract shall be Indian Rupees only.
- 3.6 The contractor shall note that no interest be payable by the Employer on Retention Money or for any Delayed Payments.
- 3.7 No payment of any bills or any advance will be made until the stamped Acceptance Letter/the Contract Agreement is executed.

4 . Warrantee:

All repair works except painting work under schedule B shall have the warrantee period of six months and the period of warrantee starts from the date of completion of each allocated job.

The painting work shall be guaranteed as below.

- 1. Painting to underwater area after sand blasting – 3 year
- 2. Painting to area above water level after sand blasting – 1 year
- 3. Painting to super structure after manual chipping / hard wire brushing/ machine grinding – 1 year

5. Employer's Obligation: (The clause no. 30 of Section-II is superseded as under:)

- 5.01 Electricity shall be supplied free of cost for the execution of respective work of DPA.
- 5.02 Fire watch shall be provided by DPA free of cost. The party is required to obtain the fire watch permission from respective officials of DPA.
- 5.03 DPA shall provide water and crane facility inside the Dry Dock free of cost.
- 5.04 The Docking and Un-Docking of the Tug/craft shall be carried out by DPA, if required and no charges towards such expenses shall be levied upon the party. The dry dock facilities shall be provided free of cost by DPA.
- 5.05 DPA shall assist for port entry permit for men and material, subject to the submission of sufficient document and photo identity as required by CISF.

6. Third Party Inspection: (The clause no. 55 of Section-II is superseded as under:)

As the vessel maintained under IRS Class, IRS Surveyor will be act as TPIA for each job and joint survey alongwith Engineer in-charge will be carried out. The contractor has to appoint IRS as Third-Party Inspection Agency. The DPA has right to call IRS as and when require and the payment and other charges will be paid by the contractor. Contractor has to obtained satisfactory performance report of IRS's inspection visit and their report. After satisfactory joint inspection and report of IRS & Engineer in-charge payment will made towards each allocated job for vessel.

For minor works the survey/inspection will be done by Engineer in-charge only

7 Hot work:

In case of carrying out any hot work such as gas cutting and welding necessary regulations, prevailing at Deendayal Port Authority for such works shall be observed by the tenderer and

necessary fire watch permit will be arranged by DPA free of cost.

8. Integrity Pact:

Integrity Pact Agreement (Form-14) duly signed by the bidder and one witness (witness sign also to be obtained by the bidder) is also required to be submitted in preliminary bid, failing which the bid shall be treated as non-responsive and shall be rejected. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/she shall submit the Hard Copy of the duly filled, signed IP Agreement to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.

- 1) Shri Amiya Kumar Mohapatra, IFoS (Retd.)
Qrs. No. 5/9, Unit-9, Bhoi Nagar,
Bhubaneswar – 751 022.
Mobile No. 9437002530
Email : amiyaifs@gmail.com
- 2) Dr. Gopal Dhawan, Ex-CMD, MECL,
House No. 120, Jal Shakti Vihar,
(NHPC Society) P4, Builders Area,
Greater Noida Gautam Budh Nagar,
Uttar Pradesh – 201 315,
Mobile No. 80077 71467
Email : gdhawangeologist@gmail.com

9. Insurance: (The clause no. 8 of Section-II is superseded as under:)

The contract shall provide in the joint names of the employer and the contractor, insurance cover from the start date to the end of guarantee period for the following events which are due to the contractor risk:

- a) Personal injury or death.

10. BILLS TO BE ON PRINTED FORMS

The contractor shall submit all bill on the printed forms to be had on application at the office of the Engineer-in-charge and the charges in the bills shall always been at the rates specified in the tender or in the case of any extra work ordered in purpose of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

11. PAYMENT OF CONTRACTOR'S BILL TO BANK

Payments due to the contractor may, if so desired by him be made to his bank instead of direct to him, provided that the contractor furnishes to the Engineer-in-charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payment and (2) his own acceptance of the correctness of the a count made out as being due to him by the Board or his signature on the bill or other claim, preferred against the Board before settlement by the Engineer-in-charge of the account or claim by payment to the bank, while the receipt given by such bank shall constitute a full and sufficient discharge for the payment the contractor should, wherever possible, present his bills duly receipted and discharged through his bankers. Nothing here in contained shall operate to create in favour of the any rights of equities vis-à-vis the Board.

**Signature & Seal
of Contractor**

**DEPUTY CONSERVATOR
Deendayal Port Authority**

SECTION IV
FORMS OF BID

NOS. OF FOMAT	NAME OF FORMS/FORMAT
1	Specimen of Application
2	Pre-qualification of bidders
3	Format of declaration
4	Letter of authority for submission of bid
5	Exceptions & Deviations
6	Letter of intent
7	Form of Contract Agreement
8	Bank Payment Agreement Form
9	Specimen bank guarantee of Performance Guarantee/Security Deposit
10	Specimen bank guarantee of EMD
11	Letter of authority from bank for all BGs
12	Format of Extensions (Part – I)
13	Format of Extension (Part-II)
14	Integrity Pact
15	Bid Securing Declaration
16	PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT
17	PROFORMA OF POWER- OF-ATTORNEY FOR LEAD MEMBER OF JV/ CONSORTIUM
18	FORMAT FOR DETAILS OF CONSORTIUM MEMBERS

SPECIMEN OF APPLICATION

(To be executed on bidder's letter head)

To

The DEPUTY CONSERVATOR

DEENDAYAL PORT AUTHORITY

(Address _____)

Pin Code: _____

Dist.- Kutch (Gujarat)

We, the undersigned, declare that:

- (a) we have examined and have no reservations to the tender documents, including addenda and clarifications issued vide
- (b) we offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document bearing no **(insert No.)**
- (c) our tender shall be valid for the period of 120 days, from the date fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period.
- (d) If our tender is accepted, we commit to submit a performance guarantee for the due performance of the contract, as specified in specimen form for the purpose.
- (e) No Joint Venture / Joint Venture.
- (f) Our firm, its affiliates or subsidiaries- including any subcontractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations.
- (g) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed.

- I. We understand that you are not bound to accept the lowest evaluated tender or any other tender or you can also split the work that you may receive.
- II. We also make a specific note clause of [ITB, NIT] under which the contract is governed.

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the form of tender]

Name: [insert complete name of person signing the form of tender]

Duly authorized to sign the tender for and on behalf of: [insert complete name of tenderer]

Dated on _____ day of _____, _____ (insert date of signing)

Specimen format for Pre-qualification of bidders

The information to be filled in by the bidder in the following pages will be used for purposes of pre-qualification as provided for in the instructions to Tenderer.

1. Only for individual bidders

- 1.1 Constitution of 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

Description	Year	Turn over
(insert the year as per PQC) i.e. last three financial years ending 31st march of the previous year	2021-22	
	2022-23	
	2023-24	

Attachment: financial reports for the last three years: balance sheet, profit and loss statements, auditor's reports (in case of companies/corporation) etc. List them below and attach copies.

Attested Copy of Annual Turnover during Last Three Year Ending on **March 2024**

3. Similar works

Particulars	Year	No. of Woks	Value
Total value of completed Similar work as defined in the tender document during last 07 year sending last day of the month previous to the one in which NIT is invited.	2017-18		
	2018-19		
	2019-20		
	2020-21		
	2021-22		
	2022-23		
	2023-24		

Attachments: Supporting documents, viz., Successful completion certificate from clients, other documentations to substantiate the similarity of work as per definition of "Similar Work". Employer reserves the right to verify the information.

4. Information on bid capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.**1. Existing commitments and on-going works.**

Description of work	Place & State	Contract No. & Date	Name & Address of Port or Dept.	Value of Contract in Rs.	Stipulated Period of Completion	Value of remaining to be completed	Anticipated date of completion
1	2	3	4	5	6	7	8

2. Works for which bids already submitted

Description of work	Place & State	Name & Address of Port or Dept.	Value of Contract in Rs.	Stipulated Period of Completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

Attach attested certificates.

5. Information on litigation history in which the bidder is involved.

6.

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

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)

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 above mentioned 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 bid 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 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 formats and understand that in the event of any discrepancies observed, the tender hoisted on website of procure is full and final for all legal/contractual obligations.
- (f) We also declare that, our firm has not been banned / de-listed by any government or PSUs.
- (f) We also give an undertaking that, we have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

Date:

_____ Place: _____

Name of Applicant: _____

Represented by (Name & capacity) _____

SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID

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

Sir,

We----- do hereby confirm that Shri
..... (Name, designation and Address) is/are authorized to represent us to bid, negotiate and
conclude the agreement on our behalf with you {copy of board resolution attached (in case of company)} for
tender no. ----- for the work of _____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 employer/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:

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

Note: however, the Bidders may note that unacceptable deviations, if any, the bid shall be liable for rejection. Bidder is discouraged to deviate from bid conditions, specifications, delivery schedules, and commercial terms as per the tender document.

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

Date on _____ day of _____, _____ [insert date of signing]

**Signature & Seal
of Contractor**

**DEPUTY CONSERVATOR
Deendayal Port Authority**

LETTER OF INTENT

(On the letter head paper of the Deendayal Port)

No. _____ Date: _____

To _____

(Name & address of contractor)

Dear Sir,

Sub: Tender No.

(Title of Tender)

Ref: Your Bid Dated

And (list of correspondence with the Bidders)

Dear Sir,

With reference to your above offer and subsequent correspondences on the subject, we are pleased to inform you that your offer has been accepted by the competent authority and you are hereby requested to initiate actions for fulfilment of all necessary formalities, as indicated in the tender document for the above said work, at the earliest.

The Engineer-In-Charge for this work shall be Mr. _____.

Agreed Schedule date of commencement of the work is _____ and Schedule date of completion of the work is _____. Total Contract Price is Rs. _____.

You are requested to sign the Agreement and fulfil other formalities as per the Tender conditions.

Yours Faithfully,

(Signature of the controlling Officer)
DEPUTY CONSERVATOR
DEENDAYAL PORT AUTHORITY

SPECIMEN CONTRACT AGREEMENT

(to be executed on Rs.300 non-judicial stamp paper)

[the successful tenders 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

(a) The Board of Deendayal Port of Authority, an autonomous body of the Ministry of Port Shipping & waterways of the Government of INDIA, incorporated under the Major Port AUTHORITIES Act, 2021 as, under the laws of India and having its principal place of business at A.O. Building, Post Box No. 50, Gandhidham-(Kutch), Gujarat State, India (herein after called "the BOARD"), and

(b) [insert name of the contractor], [incorporated under] the laws of [country of contractor] and having its place of business at [insert: address of contractor] (hereafter called "the contractor")

WHEREAS the employer board invited tenders against tender no. [number] for execution of [tender title and brief description] 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)] (hereafter called "contract price")

An amount of Rs. _____ will be paid towards Performance Guarantee towards 5% of contract value.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- (1) In this agreement words and expressions shall have the same meanings as per respectively assigned to them in the conditions of contract refer 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:

- This contract agreement;
- Special conditions of contract;
- General conditions of contract;
- Technical requirements (including schedule of requirements and technical specifications, drawings);
- Notice inviting tender;
- Replies issued to the pre-bid queries, addenda if any issued [numbers and date];
- The contractor's bid and original price and delivery schedules;
- The employer/ board's notification of award;
- [correspondence the employer/board has exchanged with the bidder till and after award of contract [specific letters and dates]]
- And [add here any other documents] 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 witness 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 what 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 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 ad approved by employer/board as per payment terms accepted in contract and payable to contractor under provision of contract at such manner as provided for in the contract.
- (5) In consideration of the due provision, execution and completion of work, contractor done 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.

All the disputes related to the subject contract shall be resolved through a Conciliation Committee / Council, comprising of independent subject expert.

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

FOR AND ON BEHALF OF THE BOARD/EMPLOYER

FOR AND ON BEHALF OF THE CONTRACTORS

Signed:

Seal & Authorized signature of Company

Name:

In the capacity of Deendayal Port Authority

In the presence of: (1) _____

In the presence of: (1) _____

(2) _____

(2) _____

**Signed, sealed and delivered by the Secretary
On behalf of the Board of Trustees of Port of Deendayal**

Bank Payment Agreement Form

1. Name of the Party : _____
2. Account No. : _____
3. Branch Name : _____
4. Branch Station : _____
5. IPSC Code of the Bank : _____
6. MICR Code : _____
7. Accepted for : NEFT
OR
RTGS Payment

Payment

➤ **Declaration by the Party : (Given on the Letter Head of the Company)**

I / We hereby declare that the above information furnished by me is correct and DPA is required to pay my / our dues to this Account for this Work / Supply Order is concerned.

Signature of the Party
Seal of the Company

➤ **Declaration by the Bank : (Given on the Letter Head of the Bank)**

It is hereby informed that the details mentioned by the Party are correct as per our records and any payment made by the DPA to this account will be accepted by either RTGS / NEFT.

Signature of the Bank Manager

SPECIMEN BANK GUARANTEE TOWARDS PERFORMANCE
GUARANTEE/SECURITY DEPOSIT

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

To,
 The Board of Authority of the Deendayal Port Authority,
 DEENDAYAL PORT AUTHORITY
 A.O. Building, P.O.Box No.50,
Gandhidham-Kutch.

1. In consideration of the Board of Authority of the Port 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 Authorities of the port of [insert name of port], its successors and assigns) having agreed to exempt _____ (hereinafter called the "contractor") (Name of the contractor/s) from the demand under the terms and condition 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 Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. _____ (Rupees _____) only we, the (Name of the Bank and Address) _____ hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.
2. We, _____ (Name of Bank) (Name of Branch), do hereby Undertake to pay the amount 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 the contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees _____) only.
3. We, _____ (Name of Bank and Branch), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
4. We, _____ (Name of Bank and Branch), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the _____ (Name of the user department) of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall at 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, _____(Name of Bank and Branch), further agree with the Board 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 forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. It is also hereby agreed that the Courts in **Gandhidham** would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
8. We, _____Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
9. Notwithstanding anything contained herein:
- (a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);
- (b) This Bank Guarantee shall be valid upto _____; and
- (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____(date of expiry of Guarantee)."
- Date _____ day of _____ 20

For (Name of Bank)

(Name)

Signature

SPECIMEN EMD (BANK GUARANTEE FORMAT)

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

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

(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 Tenderer") 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 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)]

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

SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs

(To be executed on Bank's Letter Head)

Date:

To,
 DEPUTY CONSERVATOR,
 Post Box No. 50,
 Administration Building,
 Deendayal Port Authority
 Gandhidham – 370 210
 Gujarat (State)

Sub: Our Bank Guarantee No. _____
 dated _____ for Rs. _____ favoring yourselves
 issued on a/c of M/s. _____
 (Name of contractor)

.....

Dear Sir,

We confirm having issued the above mentioned guarantee favoring yourselves, issued on account of M/s. _____ validity for expiry up to date _____ and claim expiry date up to _____. We also confirm 1) _____ 2) _____ is/are empowered to sign such Bank Guarantee on behalf of the Bank and his/their signatures is/are binding on the Bank.

Name of signature of Bank Officer

Form of application by the Contractor for seeking extension of time**Part – 1**

1. Name of Contractor
 2. Name of work as given in the agreement
 3. Agreement No.
 4. Estimated amount put to tender
 5. Date of commencement of work as per agreement
 6. Period allowed for completion of work as per agreement
 7. Date of completion stipulated in agreement
 8. Period for which extension of time has been given previously:

(a) 1 st extension vide EE's No.	Dated	Month	Days
(b) 2 nd extension vide EE's No.	Dated	Month	Days
(c) 3 rd extension vide EE's No.	Dated	Month	Days
(d) 4 th extension vide EE's No.	Dated	Month	Days

 Total extension previously given.
 9. Reasons for which extensions have been previously given (Copies of the previous application should be attached)
 10. Period for which extension is applied for
 11. Hindrance on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.
 - (a) Serial No.
 - (b) Nature of hindrance
 - (c) Date of Occurrence
 - (d) Period for which it is likely to last
 - (e) Period for which extension required for this particular hindrance
 - (f) Overlapping period if any, with reference to item.....
 - (g) Net extension applied for
 - (h) Remarks, if any.
 Total period on account of hindrance mentioned above.....
 Month.....Days
 12. Extension of time required for extra work
 13. Details of extra work and amount involved:
 - (a) Total value of extra work
 - (b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work.
 14. Total extension of time required for 11 & 12
- Submitted to the Sub-Division

Signature of Contractor**Dated:**

APPLICATION FOR EXTENSION OF TIME

PART II

(To be filled in by the Flotilla Superintendent Office)

1. Date of receipt of application fromContractor for the work of..... in the Flotilla Superintendent Office.
2. Acknowledgement issued by F.S.O. vide his Nodated
3. Remarks of S.D.O.
(on the reasons given by the contractor are correct and what extension, if any, is recommended by him. If he has not recommended the extension, reasons for rejections should be given.)

Signature of Divisional Officer

Dated:

(To be filled in by the Harbour Master)

1. Date of receipt in the Divisional Office.
2. Harbour Masters remarks regarding hindrances mentioned by the Contractor.
 - (1) Serial No.
 - (2) Nature of hindrance
 - (3) Date of occurrence
 - (4) Period for which hindrance is likely to last
 - (5) Extension of time applied for by the contractor
 - (6) Overlapping period, if any, giving reference to Items which overlap.
 - (7) Net period for which extension is recommended
 - (8) Remarks as to why the hindrance occurred
And justification for extension recommended.
3. Harbour Master's recommendations:
(The present progress of the work should be stated and whether the work is likely to be completed by the date upto which extension has been applied for. If extension of time is not recommended, what compensation is proposed to be levied under clause 2 of the agreement?)

Signature of Harbour Master

Date

HOD's recommendations/approval.

Signature of DEPUTY CONSERVATOR

Date:-

SPECIMEN LETTER OF INTEGRITY PACT

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(s) 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)

- (2) 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 processor 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, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / 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.
- (3) 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 /Contractor. 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

- 9.1** This Pact shall be operative from the date of signing of IP by both the parties till the final completion of contract of successful bidder and for all other bidders six months after the contract has been awarded. Issues like warranty, guarantee, etc. should be outside the purview of IEMs.
- 9.2** If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapses of this pact, as specified above unless it is discharged/determine by the Chairperson of DPA.

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 intentions.
- (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)

(For & on behalf of the Bidder/Contractor)

(Office Seal)

Signature of Witness
(Sign, Name & Address)

Signature of Witness
(Sign, Name & Address)

Note :- The bidder has to execute Integrity Pact agreement with DEENDAYAL PORT AUTHORITY (As per Bid Response Sheet No.10 and name(s) have been nominated by DPA as Independent External Monitors.

- 1) Shri Amiya Kumar Mohapatra, IFoS (Retd.)
Qrs. No. 5/9, Unit-9, Bhoi Nagar,
Bhubaneswar – 751 022.
Mobile No. 9437002530
Email : amiyaifs@gmail.com
- 2) Dr. Gopal Dhawan, Ex-CMD, MECL,
House No. 120, Jal Shakti Vihar,
(NHPC Society) P4, Builders Area,
Greater Noida Gautam Budh Nagar,
Utter Pradesh – 201 315,
Mobile No. 80077 71467
Email : gdhawangeologist@gmail.com

FORMAT OF BID SECURING DECLARATION FROM BIDDERS

(For those bidders who claim MSME exemption for Tender Fee / EMD)

(On Bidders Letter head)

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 years 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)

(Note: In case of a joint venture, the Bid Securing declaration must be in the name of all partners to the joint venture that submits the Bid)

Corporate Seal (where appropriate)

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 of2025 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 in (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 Chief Mechanical Engineer , 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 theday of.....2025

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

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

Witness1

Witness2

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.

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.				

SECTION V

Scope of Work & Technical Specifications

The Scope of Work envisages the followings: -

1.0 Scope of Work

- 1.01 The job specifications given for the **"Annual Rate Contract for Renewal of Steel Plates, Painting and various work of Various Crafts/Tugs of Deendayal Port Authority for 03 years"** in the Schedule-'B' describe broad requirements to which the contractor shall work. However, the fact that everything is not fully specified and there may be omission in the job specifications, shall not absolve the contractor from his responsibility to carry out the work in apt and proper manner and acceptable in all respects as per shipbuilding and ship repair practice.
- 1.02 The works may be carried out at SFDD or afloat at Kandla/Gandhidham as required. During execution of work, any docking/undocking operation of other vessels at SFDD may be carried out. In such a case, the contractor is required maintain a flexibility of diverting his men and resources to available area, without any financial implications; no compensation shall be paid to the contractor for such idle periods. However, an extension of two days for each such operation (Docking /Undocking)) will be granted without levy of L.D.
- 1.03 The quantity mentioned at the Price Bid i.e. **Schedule - B** is purely tentative and the party shall carry out the work as per the direction of Harbour Master whenever required during tenure of two years. However, payment will be made as per actual work carried out.
- 1.04 The payment to the contractor, for the steel renewal work shall be made on basis of theoretical weight of actually fitted and measured material, no other claims whatsoever shall be entertained by the port.
- 1.05 As & when required, Job Order shall be placed by Harbour Master on Tug / Craft basis indicating therein the name of Tug / Craft and area thereof.
- 1.06 Each Job shall be commenced within 03 days after the receipt of written order for respective Job from the Harbour Master.

2. Details of Work:

- 2.01 Ultrasonic Gauging
The calibration certificate of Ultrasonic Gauging shall be submitted and firm that is being engaged by contractor should be approved by classification society. Engineer in charge shall mark the areas that require gauging in consultation with IRS. The ultrasonic gauging report duly signed by IRS has to be submitted to E.I.C.
- 2.02 Renewal of Steel Plate
- i. The M.S. Plates and M.S. Angles used for the subject work shall be confirming to IS 2062, Grade- A / B of same be properly brushed and cleaned of dust and rust before use. IS Grade should also be visible on steel plates.
 - ii. The Contractor shall carry out testing of chemical and physical properties of M.S. Plates and Angles brought to the site. A copy of testing report approved by IRS should be submitted to Engineer-in-Charge. The necessary charges for testing shall be borne by the party.

- iii. All the materials and consumables will be supplied by the contractor including required size of steel plates, insulation materials, welding electrodes etc
- iv. The welding electrodes to be used shall be of ship building quality like Advani Orelkan, ESAB, L&T or any make approved by IRS.
- i. All steel plates must be sand blasted and painted with Epoxy Primer on both sides before the fitment. The welded portion shall be made free of slag by chipping & wire brushing and hand grinding followed by application of epoxy primer.
- ii. Old plates to be cropped & renewed, removal and refitting of insulating materials (glass wool), removal & refitting of manholes doors, removal & refitting of wooden ply, cleaning the area, removal and refitting of all associated fittings including electrical fittings required for renewal of steel plates. DPA shall not provide any manpower during execution of work.
- iii. Steel plating of Monkey Deck /Main deck /wheelhouse deck /superstructure of Tug Jyeshta & Krittika / other crafts required to renewed of Size 6mm to 8mm. The associated work like removal and refitting of insulating materials (glass wool), removal & refitting of manholes doors, removal & refitting of wooden ply, cleaning the area, removal and refitting of all associated fittings including electrical fittings required during the renewal of steel plates shall be included in the scope of work of renewal of steel plates.
- iv. If any angle/frame/bracket is rusted or wasted, same has to be cropped & renewed for providing the support to the steel plates. The weight of the angle/frame/bracket used shall be calculated as per actual fitted quantity and shall be paid extra as per item no. 2 of schedule B.
- v. Scrap materials generated shall be returned to DPA main store by the bidder.
- vi. The contractor shall take necessary precautions and prevent the falling of sparks in the seawater while carrying out the work of cutting / welding. In case of any leakages / escape of gas from vessel / flexible line etc. all the work shall be stopped immediately and co-operate the Fire Brigade personnel. It is further clarified that the suitable extension of time shall be granted to Contractor for completion of work on account of such stoppage without any compensation and idle charges. No claims / disputes shall be entertained on that account.

2.03 Replacement of steel fender.

Contractor is required to crop up old fender and renew it with M.S. pipe of thickness as per schedule 40. Stiffener has to be placed as per requirement. The M.S. pipe shall be of make TATA/Jindal / Asian.

2.04 Replacement of PVC flooring and Glaze tiles.

During the replacement of PVC flooring, damage portion of cement flooring has to make good by re-cementing. Replacement of glaze tiles shall be carried out in the galley and bath room /toilet as per instruction of Engineer in charge.

2.05 Renewal of rubber fender.

Damaged/Old rubber fender has to be removed. Rubber fender shall be supplied by bidder for replacement. Weight of steel plates/channel/ angle / stud used during the Renewal of rubber fender shall be calculated as per actual fitted quantity and shall be paid extra as under item no. 2 of schedule B. The rubber fender shall be of Make- The make of fender shall be Lion Rubber industries, Trelleborg marine, IRM Offshore & Rane Elastomer. The test certificate also be submitted.

2.06 Overhauling of underwater valves and above water valves.

The overhauling of underwater valves and above water valve and other engine room valves shall be carried out as per IRS Class requirement. Lapping & grinding of valve seat & its lead shall per done as per requirement. The minor machining if

- required shall be carried out. The party is required to dismantle all parts of the valve, clean them and boxed back the valves with new joint and gland packing.
- 2.07 Freeing anchor chains, D- Shackles, anchor chain swivel and Fluke of tugs.
The above works includes laying up the anchor chain on the floor of the dry dock, freeing D-shackles, anchor chain swivel and Fluke. The work includes Chipping & Painting or sand blasting if required of anchor chains, anchor & chain locker of Tug Jyeshta & Krittika.
- 2.08 Fixing up Zinc Anodes to under water areas of tugs & crafts.
The old / wasted Zinc anodes have to be removed by gas cutting and new anodes supplied by the bidder have to be welded. The weight of the anodes shall be 03 kgs, 05 Kgs & 09 Kgs. The composition of Zinc (Zinc approx. more than - 99 %). For indicative purpose, Anode shall be Aluminium (Al): -min 0.10, max 0.5, Cadmium (Cd): min 0.025, max 0.07, Iron (Fe): max 0.005, Copper (Cu): max 0.005, Lead (Pb): max 0.006, Others (each): max 0.10, Zinc (Zn) remainder. The test Certificate must be submitted approved by Government Lab or Marine Class Societies. Grease has to be applied on the surface of anode before painting works of underwater area & same shall be cleaned properly after finishing of painting works.
- 2.09 Sand Blasting and Painting to Hull, Deck Plate and Deck Machinery
- a. Surface Preparation
- i) Party is required to remove all the marine growth by manual scrapping / high pressure washing for preliminary inspection of the steel surface by EIC / IRS.
 - ii) Prior to application of paint, all surfaces shall be sand blasted asper Swedish Standard SIS – 05 – 5900 – 1967, dry sand blasting to SA 2 ½. In case of any discrepancy arise during execution on the issue of surface preparation to the required standard (i.e. base metal surface grey), the contractor has to furnish the authentic prints designated as SA 2 ½ for comparison/checking.
 - iii) The surface after sand blasting shall be cleaned with brushes, blown off by compressed air, or cleaned by vacuum. The compressed air used for nozzle blasting shall be free detrimental amount of condensate water and oil. Blast cleaning operation shall be done in such a manner that no damage is done to partially or entire completed portion of the work.
 - iv) Dry sand blasting operation shall be carried out with Godhara sand of size 2 to 6 cu mm and shall not be conducted on surface that will be wet and paint will not be applied on wet surfaces after sand blasting. If required re-blasting and cleaning shall be done before painting.

3. Painting:

The underwater, above water and deck shall be painted with epoxy type paint and superstructure shall be painted with conventional Alkyd Paint. The party is required to only use the following Make / Brand of the Paints for painting work.

- | | | | |
|----------|------------------|----------|------------------|
| 1. Jotun | 2. International | 3. Sigma | 4. or Equivalent |
| | | | make |

b. Painting Schedule:

Party is required to strictly follow the painting scheme of paint manufacturer for respective brand of paint. A Standard Painting Scheme place at clause-10 for the reference and party is required to maintain the minimum DFT mentioned for respective type of paints. However, before

application of the paint the H.M. / F.S. shall approve the painting scheme. The bidder have to submit the painting scheme if it is of different manufacturer other than mentioned in Para 2.03 (b), having similar technical specification with the documentary proof in the pre-bid meeting. After pre-bid meeting / clarification, no addition of make / brand shall be allowed. Anti-fouling paint should be TBT free.

The painting work shall be guaranteed as below.

1. Painting to underwater area after sand blasting – 3 year
2. Painting to area above water level after sand blasting – 1 year
3. Painting to super structure after manual chipping / hard wire brushing/ machine grinding – 1 year.

4. Application of Paint (General):

1. Application of primer and paint shall be done by airless spray only.
2. Intervals between surface preparation and application of first coat of primer shall be as short as possible and in no case more than four (04) hours.
3. Preparation of paint mixture, time gap between successive coatings, period between paint mixing and application of paint should be strictly as per recommendation of paint manufacturer.
4. Painting shall be done according to the painting scheme prescribed by the Manufacturer. The paints/thinner for a particular Craft/Tug shall be from one manufacturer only.
5. Wherever necessary, assistance from paint manufacturers shall be arranged regarding application, mixing, thinning, quality etc. by the contractor at no extra cost to the Port Authority.
6. If the required microns thickness of paints specified by manufacturer of paints is not arrived by applying minimum number of coats specified, the same shall have to be arrived by applying more number of coats at no extra costs to the Port. The requirement of both minimum number of coats and microns thickness specified in any case will have to be satisfied. A certificate of final DFT measurement should be obtained from Manufacturer & IRS Surveyor by the party and the same to be submitted to the Harbour Master.
7. Each container of paint, preferably in 20-liter size, should provide the following information.
 1. Batch Number.
 2. Date of manufacture.
 3. Mixing ratio.
 4. If any one of the above is not to the satisfaction of the Engineer-in-charge, the container shall be rejected for use.
8. The instruments such as Elcometer etc. will be made available by the contractor, whenever required at the site, at his own cost.
9. Any addition of thinner shall be allowed only as per manufacturer's data sheet and it should be done under the supervision of the Engineer-in-charge.
10. The paint shall not be applied under the following conditions.

- When relative humidity is greater than 90%.
 - During rain, fog and mist.
 - Where amount of moisture on surface or that likely to be caused by subsequent condensation may have harmful effect.
11. Color shades in the painting system will be as follows.
 Top Deck Plates – Green
 Deck Machinery – Dark Grey Out Side
 Area of Funnel – Yellow Super
 Structure – White
 Outside of Bulwark down to water line- Sky Blue Inside
 of Bulwark- Yellow
 12. Paint manufacturer's instructions shall be followed at all times and particular attention shall be paid to the following:
 - I. Proper storage to avoid exposure to extremes of temperature.
 - II. Mixing and thinning.
 - III. Pot life.
 - IV. Application of paint and the recommended limits on time intervals between coats.

5. Chipping and Painting to Super Structure & Bulkhead

The surface preparation for painting to super structure and any other areas shall be carried out by manual chipping / Wire Brushing / machine grinding followed by cleaning with soap water and then by fresh water along with mopping with dry cloth. No sharp scratches or cuts shall be made on the surface during chipping/cleaning operation. The surface should be free of rust.

- 5.1 The Fresh water tank, water ballast tank and Fuel Oil tank cleaning after opening the manhole shall be carried out by the bidder as per satisfaction of EIC/ IRS Surveyor. If any chipping & painting work require then rate shall be applicable as mentioned in para 10 of BOQ.
- 5.2 All vent heads (Tanks) of Tugs to be overhauled, steel wire net to be renewed. Damaged and rusted parts to be renewed.
- 5.3 Plumbing job: - renewals of different types of water tap valves (Brass/steel) used in the bath room, wash basin, galley, and toilet.
- 5.4 Renewal of seals of hydraulic cylinder of windlass if required of tug Jyeshta & Kritika shall be carried out as per requirement of site.
- 5.5 Renewal of break liner of windlass if required of tug Jyeshta & Kritika shall be carried out as per requirement of site.
- 5.6 Supply & replacement of flexible hoses, Size: 1 inch dia, length of pipe shall be approximately 1m to 1.6 m with end fittings as per sample as persite required. Minimum working Pressure of flexible pipe shall be 250 bar. The total length of supply & fitment of pipe shall be 30 m during the tenure of the contract.
- 5.7 Entire Engine Room Bilge Cleaning, Removal of sludge, Garbage and unwanted materials, clearing all limber holes between frame & girders. Followed by high pressure jet washing. If any chipping & painting work require then rate shall be applicable as mentioned in para 10.
- 5.8 Disconnecting & removing from place, fabricating new pipe, cropping out flanges from old pipes, boring out & welding the same on new pipes. Fitting the pipes in place with new joints/sealing ring/nuts & Bolts. Specification: - M.S. Pipes/Bends, Seamless, Schedule 40, Make- Tata, Jindal, Asian or equivalent, after fabrication 1 coat of primer and 2 coats of finish paints of DFT- 25 micron each coat, paint shall be applied. The

length of the pipe / bends shall be counted as per actual fabricated for fitting in place. The cost shall be inclusive of materials & paints. The size of the pipe line shall be 15mm to 25 mm, 32 mm to 50 mm & 65mm to 100 mm. This work shall be carried out as and when required during the tenure of contract.

- 5.9 Overhauling of General/ Bilge / Fire / Ballast pumps. The overhauling work require dismantling, cleaning, minor metal filling & machining as per requirement and renewal of mechanical seals & renewal of bearings. The mechanical seal has to be supplied & fitted as per sample. Capacity of the pump- 88 m3 / hour. Make - Becon Pumps, Tug Jyeshta & Krittika.
- 5.10 Overhauling of SRP Sea water cooling pumps. The overhauling work require dismantling, cleaning, minor metal filling, machining and renewal of mechanical seals, gasket, orings & renewal of bearings. The mechanical seal has to be supplied & fitted as per sample. Capacity of the pump- 28 m3 / hour. Make - Becon Pumps, Tug Jyeshta & Krittika.
- 5.11 Dismounting of Propeller, Overhauling SRP Lower Gear Box Unit after dismantling. Inspection/cleaning all parts, Renewal of Shaft Liner, Radial Seals, Bearings and worn out Parts. Boxing back the SRP Lower Gear Box Unit with new sealing rings and mounting the propeller. The OEM items shall be supplied by DPA. or shall be paid as per actual if spares are not available with DPA. If service engineer required for above work shall be in the scope of the Bidder. The above work is pertaining to Tug Jyeshta & Krittika and OEM is M/s. Kongsberg Maritime India Pvt Ltd.
- 5.12 Overhauling of Motor Driven Air compressor. The overhauling work require dismantling, renewal of piston rings, oil rings, bearings & other worn out parts. OEM Spares shall be paid as per actual. Model- HP 15300, Make ELGI. If service engineer required for above work shall be in the scope of the Bidder. The OEM spares shall be supplied by bidder and shall be paid as per actual. The above work is pertaining to Tug Jyeshta & Krittika
- 5.13 Overhauling & cleaning of plate type heat exchanger of Main Engines, model - CAT3516C, OEM Spares shall be paid as per actual. The party is required to remove & refit the same after proper cleaning. This work maybe done at site or bidder workshop. The above work is pertaining to Tug Jyeshta & Krittika.
- 5.14 Overhauling of firefighting pump suction and discharge valves operating mechanism (Actuators). Renewal of o-Rings, the overhauling work require dismantling, overhauling & renewal of valve mechanism. The required sealing rings items has to be supplied and fitted as per sample. OEM Spares shall be paid as per actual. OEM Ghibson valves, Type- UT50- 0FAF13S. The above work is pertaining to Tug Jyeshta & Krittika
- 5.15 Dismantling of coupling between main engine and fire pump. The renewal of worn out parts like rubber coupling elements shall have done. The Minor machining / filling up metal by welding shall be done as per requirement. The OEM spares shall be paid as per actual incase spares are not available with DPA. OEM- Vulcan Technology PVT, pune, Model Vulastic L, 2X3712. The above work is pertaining to Tug Jyeshta & Krittika
- 5.16 Dismantling & overhauling of Fresh water hydrophore pump including renewal of parts, mechanical seals as per sample. The minor machining and building up metal by welding shall be done as per requirement.

Model-SP 30/3, head 33 to 35 m, Capacity 2 M2 /hours, Make- Florite Engg. Corp. The above work is pertaining to Tug Jyeshta & Krittika

- 5.17 Removal & refitting on main engine sea water pump. Overhauling of sea water pump. Replacement of worn out parts. The cost of OEM spares shall be paid as per actual. The above work is pertaining to Tug Jyeshta & Krittika.
- 5.18 Supply & fitment of MCCB: DN2-250D 3P MTX 36 KA MTX 1.0, SE-EOM 240 VaC, 50 HZ, UVR-240 Vac, 50 HZ, Cat. NO. CM900290OPOX1, Release Type: -Microprocessor, Rating 250 A Make L&T. The above work is pertaining to Tug Jyeshta & Krittika.
- 5.19 Renewal of glass Fibre glass work 6 mm to 8 mm thickness including cost of labour & materials. This work shall be carried out by the bidder as per site requirement on board the Crafts. The area shall be counted in m2 actually renewed. The above work is pertaining to Crafts/Launches.

6. Other conditions : -

1. The party at their own cost shall arrange all consumables required for performing the works.
2. Party shall arrange for all the workshop facility, tools & tackles, Labour etc. at their own expenses. DPA shall not provide any workshop facility, skilled or unskilled Labour or supervisory staff.
3. The party may inspect the vessel with prior permission to be acquainted with nature of works and if any relevant information required may be obtained from DPA.
4. Work of painting should be carried out with the best workmanship and quality with a guarantee of as specified in schedule B. The contractor will be responsible to rectify the defect without any extra cost during the guarantee the period. If any portion of steel surface of Tugs/craft found rusted or paint peel off during the guarantee period, then contractor has to again re-paint the same with no extra cost. Therefore, bidder shall apply the paint after proper surface preparation.
5. The contractor is required to engage the paint manufacturer's representative during the period of surface preparation, sand blasting and application of paint to the respective vessel at its own cost.
6. Contractor will be responsible for any damage, theft and fire during the execution of said works.
7. The party should strictly follow all statutory rules & regulations like Labour law, insurance, safety norms etc.
8. The work may have to be carried out when Tug is in Dry Dock or afloat condition at Jetty at Kandla.
9. The party at their own cost shall arrange all consumable like Grease, Cotton Waste, Cleaning Cloth, and Cleaning Agent etc.
10. Precision instruments, torque wrenches, gauges and other tools, Elcometer, Spanners etc., will have to be arranged by the contractor for carrying out the work.
11. Removal and refitting of rubber fender necessary for repair work to be carried out by the contractor.
12. For welding work, the contractor shall employ only qualified welders approved by the Classification society, IRS.
13. Old material, scrap, etc. generated on account of the renewal of Pipelines and steel plates shall be property of port and same shall be returned to DPA Main Store Kandla.
14. The work of renewal of steel shall be carried out with the best workmanship and quality with a guarantee period of six months. The contractor will be responsible to rectify the defects without any extra cost during the guarantee period.
15. Supply of ventilation air in the confined space shall be responsibility of contractor during working on board.
16. Staging, Scaffolding or any tools and tackles including Jigs etc. during execution of work shall have to be arranged by the contractor and his rates shall be inclusive of such arrangement.
17. It shall be the responsibility of the Contractor to ensure that the persons engaged for the work are clear from Security angle.
18. To execute the work with due diligence, efficiency and in conformity with sound engineering, administrative and financial practices to protect the interest of the employer.
19. To co-ordinate with outside agencies for obtaining permission/approval / clearances etc. that may be required to execute the work.
20. Painting Tug's Name, Port of Registry & Draft Marking on Hull as per rules & regulations of MMD.
21. High Pressure (250 kg/ cm² min.) and Low Pressure (30 Kg/cm² min.) shall be done

by the party as per the requirement of paint manufacturer during surface preparation and paint application.

22. The port shall not provide any residential or official accommodation and transport facilities to the contractor or his employees during the execution of the work.
23. Electricity shall be supplied **free of cost** for the execution of respective work of D.P.T. The party is required to obtain permission from concerned DPA's officials
24. Fire watch shall be provided by DPA **free of cost**. The party is required to obtain the fire watch permission from respective officials of DPA.
25. DPA shall provide water and crane facility inside the Dry Dock **free of cost**.
26. The Docking and Un-Docking of the Tug shall be carried out by DPA, if required and no charges towards such expenses shall be levied upon the party.
27. DPA shall assist for port entry permit for men and material, subject to the submission of sufficient document and photo identity as required by CISF.
28. The ARC work for each job shall be carried out as per clause no. 2 of Section-III.
29. In the event of any natural calamities, strike, or delay attributed to DPA for any reason time limit will be extended correspondingly by the period of this circumstance; otherwise, tug / craft shall be repaired within the time as mentioned above.
30. If required, IRS shall be engaged by DPA being classification society. Contractor shall carry out the job as per the direction of IRS/FS. The IRS visits shall be arranged by DPA as and when required and all charges toward such expenses shall be borne by DPA.

31. Painting Scheme: -

Sr. No.	Location / Paint Area	Application (Coat)	Jotun	DFT	Sigma	DFT	International	DFT
1.	Under water- 4575m 2	1st	Pen guard Primer	50	Sigma Cover 280	50	Intertuf262	17 5
		2nd	Jotamastic 80, Alumin um	150	Sigma Cover 300	150	Inter guard 263	10 0
		3rd	Safeguard univers al	75	Sigma Cover 510	75	Inter speed 6400	16 0
		4th	Seaforce- 80	160	Sigma Eco Fleet 290	160	--	---
2.	Above Water (Deck & Bulwar k)- 6250m 2	1st	Penguard Primer	50	Sigma Cover 280	50	Intertuf 262	17 5
		2nd	Jota mastic 80,Alumini um	150	Sigma Cover 620	150	Interguard 740	75
		3rd	Penguard TC	50	Sigma Cover 456	50	---	---
3.	Super- structure 6150	1st	Alkyd primer	40	Sigmarin e 24	40	Interprime 538	50
		2nd	Alkyd Top	40	Sigmarine 48	40	Interlac 665	40
		3rd	Alkyd Top	40	Sigmarine 48	40	Interlac 665	40

Seal & Signature of Contractor

Dy. Conservator

Deendayal Port Authority

Section VI

BILL OF QUANTITY

Note: To be filled in (n)Procure website only.

Seal & Sign of the Bidder