

DEENDAYAL PORT TRUST

MECHANICAL ENGINEERING DEPARTMENT

MECHANICAL DIVISION



TENDER NO. ML/WK/4020-I
TENDER FOR

"Major Repair Work of Heave Up Barge Bhimsen."

Marine Engineer Gr.-I
Room No.-2
Ground Floor
Marine Bhawan
Deendayal Port Trust
New Kandla – 370 210.
Kutch- Gujarat
Phone: +91-2836-271012

CONTENTS OF TENDER DOCUMENT

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DEENDAYAL PORT TRUST

TENDER NOTICE NO.ML/WK/4020-I

Marine Engineer Gr.-I, DPT, New Kandla, Phone +91-2836-271012 invites tender in Online E-tendering system for the work of **"Major Repair Work of Heave Up Barge Bhimsen."**

Estimated Cost: Rs. **1,66,76,628/-**

Tender Fee: Rs. 5,900/- (including GST) in the form of DD/BC/PO & Bid Securing Declaration.

Last date of downloading: 29/10/2021 up to 12:30 hrs.

Date of pre bid meeting: 07/10/2021 at 1530 hrs. in the Chamber of C.M.E.
A.O. Building Deendayal Port Trust, Gandhidham (Kutch)

Last date and time of submission of E-tender only on: website <https://dpt.nprocure.com>
On 29/10/2021 up to 12:30 hrs.

Date and time for opening of E-tender: 29/10/2021 at 12:31 hrs.

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

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

**Marine Engineer Gr.-I
Deendayal Port Trust**

Notice Inviting Online Tender

Department Name	Mechanical Engineering Department
Circle/ Division	Mechanical Division
Tender Notice No.	ML/WK/4020-I
Name of Work	"Major Repair Work of Heave Up Barge Bhimsen"
Estimated Contract Value (INR)	Rs. 1,66,76,628/-
Period of Completion (in Months)	120 days from the date of commencement of work. The work shall commenced within 10 days 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)
Joint Venture	Not-Allowed
Rebate	Not Applicable
Bid Document Fee	Rs.5000 + GST @18% (Rs. 5900/-)
Bid Document Fee Payable To	F.A. & C.A.O., Deendayal Port Trust, Gandhidham
Bid Security/ EMD	The bid/tender shall be accompanied by Bid Secring Declaration in prescribed format as provided at Section- IV in the bid document. The bid/tender not accompanied with this declration shall not be considered & their technical and price bid will not be opened.
Bid Document Downloading Start Date	30/09/2021
Bid Document Downloading End Date	30/10/2021 up to 12:00 hrs.
Pre Bid Meeting	07/10/2021 at 15:30 hrs.
Place of Pre Bid Meeting	In the Chamber of CME, Administrative Office Bldg., Deendayal Port Trust, Gandhidham, Kachchh-Dist.- Gujarat
Last Date & Time for Online submission of Bids	30/10/2021 up to 12:30 hrs. on https://kpt.nprocure.com
Bid Validity Period	120 Days

Condition	<p>Bid Document fee in form of Demand Draft (DD)/Bankers' Cheque (BC)/Pay Order (PO) & Bid Securing Declaration Form shall be submitted in Electronic Format only through on line (by scanning) while uploading the bid.</p> <p>(The bidders having registration with MSME/NSIC/DIC are exempted from payment of Tender fee. Such bidders shall upload the scanned copy of relevant & valid certificate for the same. The duly notarised copy of the said certificate should also reach to the office of Marine Engineer Gr.-I as required under clause No. 20 of Section-I)</p> <p>This submission shall mean that tender fee and Bid Securing Declaration Form are received. Accordingly offer of those bidders shall only be opened whose Tender Fee and Bid Securing Declaration Form are received Electronically. However, for the purpose of realization, bidder shall send the same in original to Marine Engineer Gr.-I at the time of tender opening or send the same by hand/courier/RPAD/Speed post so as to reach the Marine Engineer Gr.-I, Deendayal Port Trust, Marine Bhawan, New Kandla within 07 days from the last date of opening.</p>
Remarks	<p>Submission of tender fees, Bid Securing Declaration Form and other documents during office hours: on date 30/10/2021 to 06/11/2021 by hand/courier/RPAD/Speed post in the chamber of Marine Engineer Gr.-I, Room No.-2, Ground Floor, Marine Bhawan, Deendayal Port Trust, New Kandla – 370 210. Kutch- Gujarat, Phone: +91-2836-271012.</p>
Preliminary Bid Opening Date	30/10/2021 at 12:31 hrs.
Technical Bid Opening Date	30/10/2021 at 12:35 hrs.
Commercial Bid (price bid) Opening Date	Will be intimated to the technically qualified bidders.
Documents required to be submitted by scanning through online.	<p>a. Tender fee in form of DD/BC/PO & Bid Securing Declaration</p> <p>b. Documents required under clause no. 4.1 & 4.2 of Section-I.</p> <p>For the purpose of realization, the bidder shall send the all documents mentioned under clause 4.1 of Section-I in original/notarized copies and clause 4.2 of Section –I duly self-attested to Marine Engineer Gr.-I, DPT <u>within seven days of last date of opening of the Bid</u> through post or by hand.</p>
Officer Inviting Bids	Marine Engineer Gr.-I
Bid Opening Authority	Marine Engineer Gr.-I

Address	Marine Engineer Gr.-I Room No.-2 Ground Floor Marine Bhawan Deendayal Port Trust New Kandla – 370 210. Kutch- Gujarat Phone: +91-2836-271012 Kutch – Gujarat
Contact	Phone: + 91-2836-271012 Mobile: 9428851871
Qualification Criteria	<p>PRE-QUALIFICATION CRITERIA FOR ELIGIBLE BIDDERS:</p> <p>The Bidders shall fulfil the following pre-qualification criteria: -</p> <p>a) Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs. 50.03 Lakhs. Certified by Chartered Accountant.</p> <p>b) Solvency Certificate from bankers (issued by any nationalized / scheduled bank except co-op Bank) for Rs. 66.71 Lakhs not older than 6 months as on the date of opening of bid.</p> <p>c) 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: -</p> <p>i) Three similar completed works each work costing not less than the amount equal to Rs. 66.71 lakhs Or</p> <p>ii) Two similar completed works each work costing not less than the amount equal to Rs. 83.38 Lakhs Or</p> <p>iii) One similar completed work costing not less than the amount equal to Rs. 133.41 Lakhs</p> <p>“Similar Works” means the Contractor shall have experience of carrying out Steel Renewal/Steel fabrication of Marine crafts/barge/tugs/vessels/floating structure (separately or combined). Notarised copies of the detailed work orders, completion certificates etc. for the same indicating name of the work, contract no. & date, value of the work, Name of the organization etc. should be uploaded along with the bids towards proof.</p> <p>d) Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value.</p> <p>The available bid capacity will be calculated as under: Assessed Available Bid capacity = A x N x 2 –B, 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 on-going works to be completed in the next 'N' years.</p> <p>The Bidder shall furnish statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Office or his nominee-in charge.</p>
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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)

**Marine Engineer Gr.-I
Deendayal Port Trust**

SECTION – I

INSTRUCTION TO BIDDERS(ITB)

A. GENERAL

1. Scope of Bid

- 1.1 The Marine Engineer Gr.-I, Deendayal Port Trust 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 fulfilment 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 fulfil the following pre-qualification criteria: -
 - a) Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs. 50.03 Lakhs. Certified by Chartered Accountant.
 - b) Solvency Certificate from bankers (issued by any nationalized / scheduled Bank except co.-op. Bank) for Rs. 66.71 Lakhs not older than 6 months as on the date of opening of bid.

- c) 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. 66.71 Lakhs

OR

- ii) Two similar completed works each work costing not less than the amount equal to Rs. 83.38 Lakhs

OR

- iii) One similar completed work costing not less than the amount equal to Rs. 133.41 Lakhs.

“Similar Works” means The Contractor shall have experience of carrying out Steel Renewal/Steel fabrication of Marine crafts/barge/tugs/vessels/floating structure (separately or combined). Notarised copies of the detailed work orders, completion certificates etc. for the same indicating name of the work, contract no. & date, value of the work, Name of the organization etc. should be uploaded along with the bids towards proof.

- d) 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 commitments and ongoing works to be completed in the next ‘N’ years.

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

Financial Year	2020-21	2019-20	2018-19	2017-18	2016-17	2015-16	2014-15
Index	123.4	121.8	119.8	114.9	111.6	109.7	113.9
Multiplying Factor	1.00	1.01	1.03	1.07	1.11	1.12	1.08

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

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.
- e. Duly filled Forms mentioned in Section – IV- Part – I.
- f. PAN, Registration with GST, Provident Fund Authorities.
- g. Tender fee in form of Demand draft/Banker's cheque/Pay Order from Nationalized /Scheduled bank.
- 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 / black listed by any govt. Agency.
- j. Power of attorney (duly 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)

(Modified as per Clause No. 2 under Special Conditions, Section-III)

- m. The completion certification should invariably mention the reference no. of work order, the date of completion and contract value.
- n. The copy of the work order shall also be submitted for which the bidder is submitting completion certificate.
- o. 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. Bidders should give an undertaking letter duly stating that the documents submitted by them in support of their credentials are genuine and DPT is at liberty to take any action against the bidder if the said documents are found to be non-genuine.
- q. Bidders should give an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation.
- r. Bid Securing Declaration Form.

NOTE: All Xerox copies should be duly attested.

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.

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 necessary action shall be taken as per Bid Securing Declaration.

6. Joint Venture (Modified as per Clause No. 3 under Special Conditions, Section-III)

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.

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-9:

Bid reference no. ML/WK/4020-I

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
Section - VII	: Drawings

- 9.2 The bidding documents shall be downloaded. The documents should be completely filled and submitted through on line 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://kpt.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 07/10/2021 @ 15:30 hrs in the Chamber of CME 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://kpt.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) Technical Bid:

- i) Tender Fee and Bid Securing Declaration Form.
- ii) Qualification information in accordance to clause of **Eligibility Criteria** shall be submitted.

B) Financial 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 taxes, duties and other incidental charges like cost of materials, transportation, loading, insurance and unloading **etc. at site except GST** and should remain firm till completion of work. The GST liability is to be borne by the Service Provider and service receiver as per the provision of GST Act issued from time to time.

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.
- 15.3 A bidder agreeing to the request will not be permitted to modify his bid.

C. Bid Securing Declaration

- 16. The bid/tender shall be accompanied by Bid Secring Declaration in prescribed format as provided at Section- IV in the bid document. The bid/tender not accompanied with this decleration shall not be considered & their technical and price bid will not be opened.

Necessary action shall be taken as per Bid Securing Declaration in case of:

- (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 error.
- (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.

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 (except 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 Marine Engineer Gr.-I within 7 days of opening of the tenders.

20.1 The envelopes shall be addressed to:

(a) Marine Engineer Gr.-I
DEENDAYAL PORT TRUST
Mechanical Division,
Room No. 2,
Ground Floor, Marine Bhawan,
Deendayal Port Trust,
New Kandla – 370210.
Kutchh-District
Gujarat-State.

(b) bear the following identification:

Accompaniments for **"Major Repair Work of Heave Up Barge Bhimsen."**

Bid reference No.**ML/WK/4020-I**
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://kpt.nprocure.com> not later than 12:30 Hrs on 30/10/2021.

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://kpt.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://kpt.nprocure.com> websites shall prevail.

- 21.3 The employer may extend the deadline for submission of bids by issuing an amendment on DPT website as well as on <https://kpt.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://kpt.nprocure.com> and the one submitted by the tenderer, the conditions mentioned in the port's tender document uploaded on <https://kpt.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 the Bid between the deadline for submission of bids and the expiration of the original period of bid validity including extension, if any may result bidder can be disqualified for bidding as per Bid Securing Declaration.

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 Securing Declaration & 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://kpt.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 declaration 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-1 bidder, 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 accept any bid and to reject any or all the bids

The Employer reserve the right to accept or reject any bid and to cancel the bidding process and reject all bids without assigning any reasons 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 Chief Mechanical Engineer will issue the Letter of Intent (Form No.8) 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 9) 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 Chief Mechanical Engineer'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 Performance Guarantee to be submitted at award of work. Performance Guarantee should be 3% of the contract price, which should be submitted in form of Bank Guarantee (issued by scheduled Banks as well as nationalized banks except co-op Banks having its branch at Gandhidham) or Demand Draft within (21 days in case of domestic bids and within 28 days in case of global bids) of receipt of Letter of Acceptance/Intent which will be refunded immediately not later than 14 days from completion of defect liability period.

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 the bidder can be disqualified from bidding for any contract with DPT for a period of three years from the date of notification.

34. Issue of Work Order (Modified as per Clause No. 4 under Special Conditions, 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 (Modified as per Clause No. 5 under Special Conditions, Section-III)

The Contract shall be effective within 10 days 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/contracts 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**

**Marine Engineer Gr.-I
Deendayal Port Trust**

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 Trustees of Deendayal Port, a body corporate under the Major Port Trust Act.1963, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer 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. **"Chief Mechanical Engineer"** shall mean the Chief Mechanical Engineer of DEENDAYAL PORT TRUST.
- 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 Chief Mechanical Engineer and any

further drawing submitted by the contractor with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and all other drawings supplied or furnished by the contractors or by the Chief Mechanical Engineer 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 Chief Mechanical Engineer 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, DPT 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, DPT, 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 DPT 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 DPT to witness the payment made by the Contractor to his staff and labour.

7. Payment Terms: (Modified as per Clause No.6 under Special Conditions, Section-III)

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

I) In respect of tender for supply and installation (Changes to be made as per nature of the Work)

- i. 70% of above item rate against receipt of material at site in good condition after obtaining insurance cover as per tender condition (if TPI appointed then after inspection & certification of the same by Third Party Inspection Agency).
- ii. 20% of item rate after completion of erection, installation, testing and commissioning, etc. (if TPI appointed then after inspection & certification of the same by Third Party Inspection Agency) and 90% of item rate for item covers only supply/laying/fixing (if any).
- iii. 10% will be released after successful completion of whole work (if TPI appointed then after inspection & certification of the same by Third Party Inspection Agency).

II) In respect of lump sum work (Changes to be made as per nature of the Work)

- i) 95% payment 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

- a. Name of Party
- b. Account No.
- c. Branch Name
- d. Branch Station
- e. IFSC code of the bank
- f. MICR code
- g. 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 DPT 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 DPT to this account will be accepted either by RTGS/NEFT.

Signature of the bank manager with the seal.

8. Insurance: (Modified as per Clause No. 7 under Special Conditions, Section-III)

8.1 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) 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.T 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 Contractor may claim extension of the time limits in case of;

- i) Changes ordered by Deendayal Port Trust.
- ii) In case work is delayed on DPT's Account, i.e. due to delay in approval of drawings, non-availability of site clearance or any other reason, DPT will consider time extension of merit. However, no compensation will be paid to the Contractor if work is delayed on DPT's account. The Contractor shall submit the request for extension, within 30 days of occurrence of such delay, clearly indicating the justification for such extension.
- iii) Force Majeure.
- iv) All the incidents of delay should be entered in the hindrance register which will be base for granting any extension.

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 TRUST 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 at the rate ½% of the contract value per week of delay or part thereof subject to a maximum of 10% of the contract price.
- 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 (½%) of the contract value of the works for each week or part of the week subject to the ceiling 10% of contract 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 clauses (11.3) or (11.4) or both, 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 entire contract value.

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 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. Also, the Contractor has to submit all the documents and final "as built" drawings as per the contract agreement without which no work shall be treated as complete. Completion Certificate shall be issued by the employer after satisfactory completion of work as per tender and after taking trial.

14. Guarantee:

- 14.1 The warranty period shall be valid up to six/twelve months (6 months for repairs and 12 months for new works including supplied items) with effect from the date

of acceptance of the work and/or services, unless otherwise specified in the scope of work/Special Conditions of Contract (SCC). **(Modified as per Clause No. 8 under Special Conditions, Section-III)**

- 14.2 The Contractor shall warrant the Board that the goods and services under this contract will comply strictly with the contract, shall be first class in every particular case and, shall be free from defects. The Contractor shall further warrant the Board that all materials, equipment and the supplies furnished by him will be new and fit for their intended purposes.
- 14.3 The Board shall promptly notify the Contractor in writing of any claim arising under this Warranty. Upon receipt of such notice, the Contractor shall promptly repair or replace the defective goods and/or services at no cost to the Board.
- 14.4 If the Contractor, having been notified, fails to rectify the defects in accordance with the contract, the Board may proceed to take such remedial action as may be necessary, at the Contractor's risk and cost.

15 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 DPT after ascertaining necessary compliance as per Goods & Service Tax, 2017.

All other duties, taxes, cesses applicable if any, shall be borne by the contractor.

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.

Goods & Service Tax(GST): TDS on GST under Income Tax Act is required to be deducted @ 2% (1% as CGST and 1% as SGST or 2% as IGST) or as admissible from payment to the contractor.

"Contractor/Service Provider/ Supplier etc. has to insure timely and proper filling of GSTR 1 so that Deendayal Port Trust can avail input tax credit in timely manner. In case DPT not allowed input tax credit due to failure on part of the contractor/service provider/supplier etc., it will be a financial loss to the DPT and therefore same shall be recovered from the payment/deposit of the contractor/service provider/supplier."

16. Deduction:

- 16.1 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.
- 16.2 While performing under the contract, the damages caused by the Contractor or his workers to any of the Port Trust 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 TRUST 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.
- 16.3 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.

17. Subcontracts:

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

18. Idle Charges:

All efforts shall be made for timely supply of materials and/or equipment where it is included in the scope of Deendayal Port. However, the Contractor shall not be entitled to any idle charges for delay in supply of materials and/or equipment by the Port Trust. Further, in case of any delay due to stoppage of work ordered by the Port Trust to avoid interruption in other important activities of Port Trust or any other reason, the Contractor shall not claim any idle charges.

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 Trust.

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.

23.3 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 Trust. The amount so decided by the Engineer-in-Charge in this regard shall be final and binding.

23.4 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 Trust for a period decided by DPT.

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

23.6 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:

(I) The arbitration may be referred to a Conciliation Committee / Council comprising of independent subject expert in order to ensure speedy disposal of the case.

(II) The award of Conciliation Committee/ Council if agreed by both the sides may then be placed for consideration of the Board of Trustee of the Port subject to the delegation of power.

(III) Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.

(IV) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference.

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.

(V) It is also a term of this contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.

(VI) It is a term of this contract that only such questions and disputes as were raised during the progress of other 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 the parties during the guarantee period after completion of the work.

(VII) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.

(VIII) It is also a term of the contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer –in-charge 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 Trust shall be discharged and released of all liabilities under the contract in respect of these claims.

(IX) It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.

(X) The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.

(XI) The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.

(XII) Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

(XIII) 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.

(XIV) It is also a term of a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.

(XV) Venue of the 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 TRUST 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:

- 29.1 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.
- 29.2 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

- (i) Electricity, water and land for execution of the work at site shall be provided on payment of applicable tariff of the employer subject to availability. If KPT is unable to provide electricity and water the same will be arranged by the contractor at his own cost. **(Modified as per Clause No. 9 under Special Conditions, Section-III)**
- (ii) The employer will not provide Port Trust Quarters, during the tenure of contract.

- (iii) Administrative support only, for obtaining clearance from any statutory authority, shall be provided by the employer.
- (iv) 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 Chief Mechanical Engineer, the employer.

31. Queries about the Technical Data

The Engineer-in-Charge or his nominee 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

- 38.1 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.
- 38.2 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 TRUST. 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 DPT 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 Trust may consider such requests from the Contractor, provided the Contractor submits it's 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. Third Party Inspection: (Modified as per Clause No. 10 under Special Conditions, Section-III)

- i. The Third Party Inspection Agency shall be arranged by DPT and cost of Third Party Inspection mentioned below shall be borne by DPT.
- ii. The Third Party Inspection Agency will carry out approval of drawings if any, material inspection at manufacturer's works/site, dispatch clearance from manufacturer's work, certification for releasing stage payments as per payment terms of contract for all the material as per schedule/work till taken over by DPT.
- iii. The Third Party shall carry out inspection of work as per tender specification/relevant standard.
- iv. The above stage payment 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**.

47. Bar Chart: (Modified as per Clause No. 11 under Special Conditions, Section-III)

The Contractor shall submit a bar chart, before signing the agreement, clearly indicating the plan for timely execution of the work. The bar chart must indicate the individual activities and commencement and completion dates of each activity. The bar chart shall be used for monitoring the progress of the work.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. Hot work :

In case of carrying out any hot work such as gas cutting and welding necessary regulations, prevailing at DEENDAYAL PORT TRUST for such works shall be observed by the tenderer and necessary fire watch permit and No Objection Certificate shall be obtained from the concerned authorities of the port and necessary charges at the scale of rate prevailing in the port at that time shall be paid by the contractor.

54. 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.

55. Valid Electrical Contractor License and Electrical Supervisor Certificate: (For Electrical Work Only) (Modified as per Clause No. 12 under Special Conditions, Section-III)

The contractor shall have valid electrical contractor's licence for carrying out electrical work of nature involved in this tender obtained from the Commissioner of Electricity, Energy & Petrochemical Department, (Inspection wing), Block No.18, 6th floor, Sector No.II, Udyog Bhavan, Gandhinagar, Government of Gujarat without which the tender shall not be accepted. Contractor shall submit certificate and copy of the licence in lieu of the same for consideration.

The contractor shall engage a person having valid Electrical Supervisor's certificate of competency, issued from the Commissioner of Electricity, Energy & Petrochemical Department, (Inspection wing), Block No.18, 6th floor, Sector No.II, Udyog Bhavan, Gandhinagar, Government of Gujarat or equivalent authority from the other states/central Govt., under whose supervision electrical work will be carried out.

56. 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.

57. 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.

58. Labour License:

The contractor will have to obtain License from Assistant Labour Commissioner (ALC), Gopalpuri, Gandhidham (Kutch), in case he has to engage 10 or more workers on any day during execution of work.

**Signature & Seal
of Contractor**

**Marine Engineering Gr.-I
Deendayal Port Trust**

SECTION –III

SPECIAL CONDITIONS OF CONTRACT(SCC)

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

1. General:

- 1.01 Party shall arrange all consumables, tools and tackles, equipments & machines, transportation, materials and manpowers required for successful execution of the work at his own cost.
- 1.02 Port Entry permit for the manpowers, vehicles and materials shall be arranged by the contractor.
- 1.03 The Contractor will follow all labour laws, Marine safe working practice as per Govt. rules and guidelines.
- 1.04 The contractor shall not deposit any material at such a place that may cause inconvenience to the public or staff or nearby offices for proper functioning of DPT work/operation.
- 1.05 All the rules and regulation governing by DPT will be applicable.
- 1.06 FORCE MAJERE: This shall be restricted to acts of GOD only.
- 1.07 After completion of the work the contractor is required to clear the work sites on Dry-dock, SNA jetty and other working areas. Old steel scraps generated on account of the execution of all the work shall be the property of the DPT and the same shall be taken away by the contractor at specified rates quoted in the bid document mentioned at Sr. No. -1, Part-B (Credit Item) of Schedule-B. The amount calculated as per actual weighment of steel scrap shall be deducted from the total bill value of contractor.
- 1.08 For bid evaluation purpose approx. 45 Tons (i.e. 50% of the steel renewal) is taken for consideration, however actual weight of steel scrap shall be measured on the weighing bridge at DPT in presence of DPT official for which all arrangements e.g. lifting, loading/unloading, transportation will be made by contractor at his own cost. Receipt of weighment shall be submitted to DPT for calculation purpose. It is to be noted by the contractor that quantity of steel taken away by the contractor after weighment at a time shall not be more than the quantity of renewed steel and DPT will not provide any space for storage of scrap steel. The contractor shall remove it from site as it shall not cause any hindrance to site work as well others in the port to carry out day to day work.
- 1.09 The bid evaluation shall be made on the basis of Total Amount i.e. Total Amount (Part A) – Total Amount (Part B).

- 1.10 The contractor shall ensure not to cause any damage to the port properties during execution of work. If any damage occurs due to poor workmanship or handling of the contractor or their manpower, the contractor has to make good the loss/damage at his own cost.
- 1.11 The work shall be carried out in accordance with the best standard of workmanship and to the entire satisfaction of DPT.
- 1.12 No advance will be given for the repair work; the contractor has to plan his schedule of work in such a manner that no work should be held up on account of procurement of materials, labours etc. required for successful execution of work.
- 1.13 No materials/spares unless otherwise specified in the **schedule 'B'** and in Technical Conditions/specifications required for the work shall be supplied by the Port and the contractor has to make his own arrangements to procure all the materials unless otherwise specified.
- 1.14 The Port will not provide any workshop facilities, tools & tackles labours, supervisory staff, etc. to the contractor by way of any assistance.
- 1.15 Extension of completion period shall be granted without levy of L.D. on merit basis of the following reasons not attributable to the contractor:
- (a) Due to sinking operations of dry dock extension without L.D. 01(one) day at each occasion.
 - (b) The work of welding, sandblasting and painting etc. cannot be carried out in humid atmosphere or drizzling atmosphere, the orders recorded by Engineer-in-Charge or his representative shall be considered for granting extension.
 - (c) Bad weather, natural calamity & Act of GOD.
- 1.16 During execution of work, a qualified Engineer/Supervisor shall remain present for proper supervision/execution of work and for giving guidance to the workers and also for taking corrective measures to improve the quality of work to complete the work as directed by the Engineer-in-Charge at site.
- 1.17 Staging, scaffolding required for the work to be carried out on the platform of the dry dock has to be arranged by contractor at his own cost. Cleaning of working area at DD during the entire execution of work shall be responsibility of contractor.
2. The Clause No. 4.2 (I) of Instructions to Bidders (ITB), Section-I is not applicable.
3. The clause No. 6 of Instruction to Bidders (ITB), Section-I is not applicable.
4. **Issue of work order:**
(The Clause No. 34 of Section-I is replaced as under)
The work order will be issued on the submission and acceptance of the following:

Sr. No.	Description	Time period for submission
1	Duly signed 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

5. Time Schedule:

(The Clause No. 35 of Section-I is replaced as under)

The Contract shall be effective from the date of commencement of the work and shall be completed within 120 days from the date of commencement of the work. **The work shall commence within 10 days from the date of issue of work order.**

6. Payment Terms:

(The Clause No. 7 of Section-II is replaced as under)

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

- 6.01 Payment shall be made on monthly basis for the actual work completed in all respect, carried out in the month for which bill is submitted, as per rates mentioned under **Schedule-B** through NEFT/RTGS on submission of invoice in DPT format and certification of the same from TPI. This payment will be subject to deductions as provided in the conditions of this contract.
- 6.02 Amount calculated on the actual weighment of steel scrap shall be deducted as per rate mentioned in Schedule-B at Sr. no.-01 of Part B (Credit Item).
- 6.03 The currencies in which payments shall be made to the Contractor under this Contract shall be Indian Rupees only.
- 6.04 The contractor shall note that no interest be payable by the Employer for any Delayed Payments.
- 6.05 Payment shall be made as per the actual quantity of work and rates as mentioned in Schedule-B.

NOTE:

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

Bank Payment Agreement Form

- g. Name of Party
- h. Account No.
- i. Branch Name
- j. Branch Station
- k. IFSC code of the bank
- l. MICR code

g. 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 DPT 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 DPT to this account will be accepted either by RTGS/NEFT.

Signature of the bank manager with the seal.

7. Insurance:

(The Clause No. 8 of Section-II is replaced 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.

8. Guarantee: (Clause No.14.1 of GCC, Section-II is replaced as under)

All repair works except painting work under schedule B shall have the guarantee period of six months. The painting work shall be guaranteed as below:

The painting work shall be guaranteed as below:

- i. Painting to under water Hull – 3 years.
- ii. Painting to area other than mentioned above – 1 year.

9. Employer's Obligation:

(The Clause No. 30(i) of Section-II is replaced as under)

Electricity, water and land for execution of the work at site shall be provided free of cost by DPT.

10. Third Party Inspection:

(The Clause No. 46 of Section-II is replaced as under)

DPT shall arrange the visits of IRS as TPI for Marine Craft as and when required during the execution of work. If any observations/queries are made by IRS, same shall be complied by Contractor before the next schedule visit. Charges of the visit of IRS shall be paid by DPT, however, any increase in visits on account of contractor's deficiency shall be borne by contractor.

11. The clause No. 47 of General Conditions of Contract(GCC), Section-II is not applicable.

- 12.** The clause No. 55 of General Conditions of Contract(GCC), Section-II is not applicable.
- 13.** The bidder shall execute Integrity Pact placed at Section-IV of the Tender Forms as **Form – 7**.

The Integrity Pact duly signed by authorized person/s with witness, are to be submitted by the bidders along with the Tender Documents.

Bidders are required to sign the Integrity Pact (as per the format given in the Tender Document), failing which their bid shall be liable for rejection. The "Principal" means "Deendayal Port Trust" and "Counterparty" means "Vendor / Supplier / Contractor".

If a Counterparty commits a violation of its commitments and obligations under the Integrity Pact Programme during bidding process, action would be taken as per Bid Securing Declaration, they may be blacklisted from the DPT business in future.

In case of violation of the Integrity Pact by Counterparty after award of the contract, DPT shall be entitled to terminate the contract. DPT would forfeit the Security Deposit/s; in-cash the Bank Guarantee/s and other payments to Counterparty in such cases.

- 14.** In case any of the works under this contract are not performed by the Contractor, like steel renewal, painting, etc. then DPT shall carry out the same at the risk and cost of the Contractor as applicable with 20% overheads.

**Signature & Seal
of Contractor**

**Marine Engineer Gr.-I
Deendayal Port Trust**

SECTION IV
FORMS OF BID

Part – I

To be submitted by Bidders with their Bids

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	Bid Securing Declaration
7	Integrity Pact

Part – II

To be used by successful Bidder

NOS. OF FORMAT	NAME OF FORMS/FORMAT
8	Letter of intent
9	Form of Agreement
10	Certificate of classification society
11	Certificate of manufacturer
12	Bank Payment Agreement Form
13	Specimen bank guarantee of Performance Guarantee/Security Deposit
14	Letter of authority from bank for all BGs
15	Format of Extensions (Part – I)
16	Format of Extension (Part-II)

SPECIMEN OF APPLICATION

(To be executed on bidder's letter head)

To

The SUPERINTENDENT ENGINEER (M)

DEENDAYAL PORT TRUST

(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

Discription	Year	Turn over
(insert the year as per PQC) i.e. last three financial years ending 31st march of the previous year	2018-19	
	2019-20	
	2020-21	

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 2021**

3. Similar works

Particulars	Year	No. of Woks	Value
Total value of completed Similar work as defined in the tender document during last 07 years ending last day of the month previous to the one in which NIT is invited.	2014-15		
	2015-16		
	2016-17		
	2017-18		
	2018-19		
	2019-20		
	2020-21		

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	Plac e & Stat e	Contrac t No. & Date	Name & Address of Port or Dept.	Value of Contrac t in Rs.	Stipulated Period of Completio n	Value of remaining to be complete d	Anticipate d 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.

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

6. Additional information bidder may like to submit

Duly authorized to sign this authorization on behalf of: (insert complete name of Tenderer)

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

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.
- (g) 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:

<u>EXCEPTIONS AND DEVIATIONS</u>

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]

Bid Securing Declaration Form

Tender No. _____

Date:

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 employer/purchaser during the period of bid validity (i) fail or refuse 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 and on behalf of (insert complete name of Bidder)

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

Corporate Seal (where appropriate)

(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).

INTEGRITY PACT

The Integrity Pact duly signed by authorized person/s with witness, are to be submitted by the bidders along with the Tender Documents.

Bidders are required to sign the Integrity Pact (as per the format given in the Tender Document), failing which their bid shall be liable for rejection. The "Principal" means "Deendayal Port Trust" and "Counterparty" means "Vendor / Supplier / Contractor".

If a Counterparty commits a violation of its commitments and obligations under the Integrity Pact Programme during bidding process, action would be taken as per bid securing declaration, they may be blacklisted from the DPT business in future.

In case of violation of the Integrity Pact by Counterparty after award of the contract, DPT shall be entitled to terminate the contract. DPT would forfeit the Security Deposit/s; en-cash the Bank Guarantee/s and other payments to Counterparty in such cases

**Signature & Seal
of Contractor**

**Marine Engineer Gr.-I
Deendayal Port Trust**

**INTEGRITY PACT
BETWEEN
DEENDAYAL PORT TRUST (DPT) hereinafter referred to as "The Principal"
AND
(Name of the bidder and consortium
members)..... hereinafter referred to as "the
Bidder/Contractor"**

Preamble: The Principal intends to award, under laid down organizational procedures, contract/concession for Tender No. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders. The Central Vigilance Commission (CVC) has been promoting Integrity, transparency, equity and competitiveness in Government / PSU transactions and as a part of Vigilance administration and superintendence, CVC has, recommended adoption of Integrity Pact and provided basic guidelines for its implementation in respect of major procurements in the Government Organizations in pursuance of the same, the Principal agrees to appoint an external independent Monitor who will monitor 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 execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - (b) The Principal will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - (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 relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case, while an enquiry is being conducted by the Principal, the proceedings under the contract would not be stalled.

Section 2 - Commitments of the Bidder / Contractor

- (1) The Bidder/Contractor commits them to take all measures necessary to prevent corrupt practices, unfair means and illegal activities, during pre-contract as well as post contract stages. He commits himself to observe the following principles during the contract execution.
 - a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the execution of the contract or to any third person any material or immaterial benefit, which he/she is not legally entitled to, in order to obtain in exchange of advantage of any kind, whatsoever during the execution of the contract.

- b. The Bidder/Contractor 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/Contractor will not commit any offence, under the relevant Anticorruption Laws of India; further the Bidder/Contractor 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 will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - e. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
 - f. The Bidder commits to refrain from giving any compliant directly or through any other manner without supporting it with full and verifiable facts. g. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal.
- (2)** The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section-3 Disqualification from or exclusion from future contracts

If the Bidder, before award of contract, has committed a transgression, through a violation of Section-2 or in any other form, such as to put his reliability as Bidder, into question, the principal is entitled to disqualify the Bidder, from the tender process, or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression, through a violation of Section-2, such as to put his reliability, or credibility into question, the Principal is entitled to disqualify the Bidder/Contractor from the tender process, terminate the contract if already awarded and also, to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined, by the circumstances of the case, in particular the number of transgressions, the position of the transgressions, within the company hierarchy of the Bidder and the amount of the damage. The execution will be imposed for a minimum of 6 months and maximum of 3 years.

Note: A transgression is considered to have occurred, if in the light of available evidence, no reasonable doubt is possible.

2. The Bidder accepts and undertakes to respect and uphold, the principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes, not to challenge or question such exclusion, on any ground, including the lack of any hearing before the decision, to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that, he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section-4 Compensation for Damages

1. If the Principal has disqualified the Bidder, 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 equivalent to 5% of the contract value, or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The Bidder agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder/Contractor can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of 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 transgression has occurred in the last 3 years, with any other company, in any country, or with any other Public Sector Enterprises in India, that could justify his exclusion from the award of the contract.
2. If the Bidder makes incorrect statement on this subject, it can be declared disqualified for the purpose of the contract and the same can be terminated for such reason.

Section-6 Equal treatment of all Bidders/Contractors/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors, a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one which all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all Bidders, who do not sign this part or violates its provisions.

Section-7 Criminal charges against violating Bidders / Contractors / Sub - contractors

If the principal obtains knowledge of conduct of a Bidder/Contractor or Subcontractor, or of an employee, or a representative, or an associate of a Bidder/Contractor, or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the Vigilance office.

Section-8 External Independent Monitor

1. Pursuant to the need to implement and operate this Integrity Pact the Principal has appointed Smt. Meenakshi Mishra, IA&AS (Retd.) independent Monitor, for this Pact. 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 to the Chairperson of the Board of the Principal.
3. The Bidder/Contractor 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 request and demonstration of a valid interest, unrestricted and unconditional access, to the project

documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation, to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. 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.
5. As soon as the Monitor notices a violation of this agreement, he will so inform the Management of the Principal and request the management to discontinue, or heal the violation. Or to take other relevant action. The Monitor can in this regard submit nonbinding 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.
6. 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 of intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board, a substantiate suspension of an offence, under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence, or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

Section-9 Pact Duration

This Pact begins when both parties have signed it. It expires 12 months after the last payment under the contract Agreement is made. If any claim is made/lodged during this time, the same shall be binding and continue be valid, despite the lapse of this Pact, as specified above, unless it is discharged/determined Chairperson of the Principal. The Pact duration in respect of unsuccessful Bidders shall expire after 3 months of the award of the contract.

Section-10 Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Gandhidham, Gujarat.
2. Changes and supplements as well as termination notices, need to be made in writing, before they become effective and binding on the both parties.
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.

For the Principal

For the Bidder/Contractor

Place: Gandhidham

Witness-1.....

Witness-2

Date: dd/mm/2021

1. The bidder has to execute Integrity Pact agreement with Deendayal Port Trust (as per Bid Response sheet No.10 and Smt. Meenakshi Mishra, IA&AS (Retd.) has been nominated as Independent External Monitor for the Integrity Pact whose address is as under:
2. Smt. Meenakshi Mishra, IA&AS (Retd.), 198/1, Neb Valley, Neb Saray, IGNOU Road, New Delhi-110068.
Mobile No.: 09869039055/9869439055, Fax. No.: 011-29533457
E-mail: pcmishra@hotmail.com

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)
CHIEF MECHANICAL ENGINEER
DEENDAYAL PORT TRUST**

FORM OF AGREEMENT (FOR EXECUTION OF WORK)
--

(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 agreement made of this _____ day of _____ Two Thousand between the Board of Trustees of the Deendayal Port, a body corporate under Major Ports Act, 1963 having its registered office at Administration Office Building at Gandhidham (Kutch) (hereinafter called the 'Board' which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and _____ (Name and address of all the partners if a partnership with all their address) hereinafter called the 'Contractor' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors, administration, representatives and assignees or successors in office of the other part.

WHEREAS the Board is desirous of carrying out the work of _____

And whereas the Contractor has offered to execute and complete such work.

WHEREAS the Contractor has deposited a sum of Rs. _____ (Rupees _____ only) as security deposit in the form of BG/DD for the due fulfilment of all the conditions of the contract.

NOW THIS AGREEMENT WITHINNESS AS FOLLOWS:-

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the general condition (including special conditions, if any) of contract hereinafter referred to.
2. The following documents shall be deemed to form and read as construed part of this agreement viz. :
 - i) Notice inviting tender.
 - ii) Technical specifications.
 - iii) Special conditions of contract.
 - iv) Tender submitted by the Contractor.
 - v) The Board's "Drawing".
 - vi) The schedule items of work with quantities and rates.
 - vii) Any correspondence made between the Superintending Engineer (E) and the Contractor after opening of the cover-I—as regards to contain clarifications/details called for vice versa.
 - viii) Common terms and conditions offered to Contractor and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender i.e 'Cover-I'.
 - ix) Bank Guarantee for security deposit.

3. The Contractor hereby covenants with the Board to complete the work of _____ in conformity in all respects , with the provisions of the contract.

4. The Board hereby covenants to pay the Contractor in consideration of such completion of the works, the contact price of Rs. _____ (Rupees _____ only) at the time and in the manner prescribed of the contract.

IN WITNESS WHERE of the parties here unto have set their hands and seals the day and year first above written signed and sealed by the Contractor in the presence of:-

Witness

1. Name & Address _____ Signature of Contractor
Seal

2. Name & Address _____
Seal

Signed, sealed and delivered by Shri _____ on behalf of the Board in presence of

1. _____

2. _____ (Chief Mechanical Engineer)
Deendayal Port Trust

The common seal of the Board of Trustees of the Port of Kandla affixed in the presence of:

1. _____ Secretary

2. _____ Deendayal Port Trust

(Applicable in case Procurement of Equipments)

(CERTIFICATE ISSUED BY THIRD PARTY AGENCY ON THEIR LETTER HEAD)

To,

M/s DEENDAYAL PORT TRUST,

Kandla (Kutch)

Gujarat,

INDIA.

This is to certify that the (name of equipment) designed, manufactured and supplied to DEENDAYAL PORT TRUST are conforming with the Quality Assurance and Standards as per proven design and Model No./Drawings submitted by M/s _____ in the Tender No. (insert tender no.) of DEENDAYAL PORT TRUST.

Signature & Seal of Authorized

Representative of Classification Society.

(Applicable in case Procurement of Equipments)
(CERTIFICATE ISSUED BY MANUFACTURER ON THEIR LETTER HEAD)

**To,
M/s Deendayal Port Trust,
Kandla (Kutch)
Gujarat,
INDIA.**

This is to certify that the proven design submitted with Bid conforms with all the standards and generic specifications of (name of equipment) given at Page No. ____ of the Tender No. (insert tender no.) of Deendayal Port Trust.

**Signature & Seal of Authorized
Representative of the Manufacturer**

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 Payment

OR

: RTGS 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 DPT 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 DPT 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 Trustees of the Deendayal Port Trust,
 DEENDAYAL PORT TRUST
 A.O. Building, P.O.Box No.50,
Gandhidham-Kutch.

1. In consideration of the Board of Trustees of the Deendayal Port incorporated by the Major Port Trusts Act, 1963 as amended by Major Port Trust (Amendment) Act 1974 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Trustees of the port of [insert name of port], its successors and assigns) having agreed to exempt _____ (hereinafter called the "contractor") (Name of the contractor/s) from the demand under the terms and 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)."
10. (i) Name of Beneficiary's Bank is State Bank of India, Gandhidham.
(ii) IFSC No. of Beneficiary's Bank is SBIN0060239.
(iii) Bank Account No. of Beneficiary is 10316591671.

Date _____ day of _____ 20

For (Name of Bank)
(Name)

Signature

SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs

(To be executed on Bank's Letter Head)

Date:

To,
 Chief Mechanical Engineer,
 Mechanical Division,
 Port & Customs Building,
 Deendayal Port Trust
 New Kandla – 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 favouring yourselves, issued on account of M/s. _____ validity for expiry upto date _____ and claim expiry date upto _____. 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 Sub-Divisional Office)**

1. Date of receipt of application from Contractor for the work of..... in the Sub-Divisional Office.
2. Acknowledgement issued by S.D.O. vide his No.....dated
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 Superintendent Engineer)

1. Date of receipt in the Divisional Office.
2. Superintendent Engineers 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. Superintendent Engineer'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 Superintendent Engineer
Date

Dy. HOD/SE's recommendations

Signature of Superintending Engineer
Date

HOD's recommendations/approval.

Signature of Chief Mechanical Engineer
Date:-

SECTION V

Scope of Work & Technical Specifications

1. General:

- 1.01 Deendayal Port Trust(DPT) is in possession of Heave up barge Bhimsen at New Kandla. The detailed technical specification of the said barge is mentioned at **Clause 7.**
- 1.02 The job specifications given for the “**Major Repair Work of Heave Up Barge Bhimsen**” 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 safe, apt and proper manner and acceptable in all respects as per shipbuilding and ship repair practices.
- 1.03 The party shall carefully examine and study the site of work, local conditions and exact quantum of work involved against each item detailed in BOQ for “**Major Repair Work of Heave Up Barge Bhimsen**” before submitting the offer. If the party has any doubt regarding site/local conditions, the party should get it clarified before submitting the offer. No claim whatsoever will be entertained for any nature of work, arising out of local conditions or subsequent to undertaking each particular job listed in the repair.
- 1.04 The works may be carried out at SFDD or afloat at Kandla 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 to maintain a flexibility of diverting his men and resources to available area, without any financial implications to DPT; no compensation shall be paid to the contractor for such idle periods. However, an extension of one day for each such operation (Docking /Undocking) will be granted without levy of L.D.
- 1.05 The payment to the contractor, for the steel renewal work shall be made on the basis of weight of trimmed edged fitted steel and measured materials, no other claims whatsoever shall be entertained by the port.
- 1.06 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 EIC. However, payment will be made as per actual work carried out.
- 1.07 The above scope of work may be increased or decreased as per the requirement during renewal of steel. The additional quantities of work shall be governed under the same rate, terms and conditions etc.
- 1.08 Party shall arrange all tools & tackles, machines, consumables, transportation, materials and manpower including lodging & fooding, personal effects, insurance, PPE etc. for deployed manpower for execution of the work at site at his own cost.

- 1.09 The award of Work shall be considered on Turn-Key basis only. The split of work shall not be accepted.
- 1.10 Old material, scrape etc. generated on account of the renewal of steel shall be property of port and same shall be taken by the party at the rate quoted in the price bid at the cost of contractor.
- 1.11 All safety precautions during entire repair work shall be taken by the contractor for their own and DPT. Risk assessment for hazard involved shall be carried out before start of any work and shall be taken care before start of work by the contractor.
- 1.12 It shall be the responsibility of the Contractor to ensure that the persons engaged for the work are clear from Security angle.
- 1.13 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.
- 1.14 The port shall not provide any residential or official accommodation and transport facilities to the contractor or his employees during the execution of the entire work.

2. Details of Work:

- 2.01 Broadly the work pertains to renewal of steel, sand/grit blasting and painting of the steel, fitment of zinc anodes, installation of new Generator Set, supply of portable submersible water pumps as per BOQ etc.
- 2.02 The work of steel renewal may require uninstallation and reinstallation of lifting gears/ equipments/ machineries/ lifting rollers with supports etc. of the said barge, the same shall be carried out by the party without any additional cost to DPT.
- 2.03 The work shall be completed within a period of 120 days from the date of commencement of work. The work shall be commenced within ten days from the date of issue of work order.
- 2.04 Work will be carried on Dry Dock and Jetty as per requirement i.e. the underwater & side plating works shall be carried out at Dry Dock, however above water level works may be carried out at dry dock/jetty as per the suitability of DPT.

2.05 Renewal of Steel Plate:

- i. The steel used for the subject work shall be confirming to Marine Grade of IS 2062. IS grade shall be certified by Govt. approved Lab/Marine Class societies, test certificate shall be submitted to DPT. IS Grade should also be easily visible on steels supplied to DPT.
- ii. All the materials and consumables will be supplied by the contractor required for successful execution of work, this includes but not limited to steel plates,

angles, round bars, pipes, Gases with cutting tools, welding electrodes safety devices, PPEs etc.

- iii. The welding electrodes to be used shall be of ship building quality like Advani Orelkan, ESAB, L&T or equivalent make, approved by Marine Class Societies. Quality of welding shall fulfill the Marine requirements of water tight integrity and structural integrity.
- iv. Old plates to be cropped off & renewed by trimmed edged plates, cleaning the areas, removal and refitting of all associated fittings, e.g. insulating materials, supports, manhole doors, port holes, electrical wiring & fittings, etc. required for renewal of steel plates shall be done by the contractor.
- v. While execution of work, if it is required for safety to support the Sections or part of hull/Machinery/equipments/any structure of Barge Bhimsen, same shall be done by the contractor at their cost. No additional charge shall be paid by DPT for this type of works as preventive measures during repair work of barge Bhimsen.
- vi. For welding work, the contractor shall employ only qualified and experienced welders approved by the Marine Classification society.
- vii. The work of renewal of steel shall be carried out with the best workman ship 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.
- viii. During execution of work if any stiffener members or part thereof are found in re-usable condition the same shall be utilized without any additional cost to DPT.

2.06 Replacement of steel fender:

Contractor is required to crop up old fender and renew it with 8" diameter M.S. pipe as per schedule 40 with one center longitudinal stiffener of 10mm thickness. The M.S. pipe shall be of make TATA/Jindal/Asian/SAIL. The weight of the steel pipe used shall be calculated as per actual fitted quantity and shall be paid as per item No. **2 of schedule B**.

2.07 Fixing up Zinc Anodes to under water areas of Barge:

The old / wasted anodes have to be removed and renewed by new anodes supplied by contractor at appropriate locations. The weight of the anodes shall be 3.5 kg. Anode shall be preserved before painting works of underwater area. Zinc anodes shall be supplied with purity higher than 99% and certified by Govt. approved Lab/Marine Class societies. A certificate need to be submitted to DPT for records and acceptance.

2.08 Installation of Generator Set & Supply of Submersible Pumps:

- i. Supply, Installation, Testing & Commissioning of 3-Phase, 415 Volt, 25 KW Generator Set (Diesel engine with Battery start and air cooled) of Make- Kirloskar/Ashok Leyland/Simpson/ Cummins/ Greaves on Barge Bhimsen. Foundation, vibration dampers, alignments, attachments and other fittings e.g. exhaust trucking with one expansion bellow from Engine to out of the compartment into air with proper insulation and protection arrangement shall be made by the contractor. Feasible location for installations of DG set along with other attachments shall be indicated by EIC. Diesel tank capacity of DG set shall be minimum for 12 hrs at full load. DG set supplied shall be complete in all respect to start at site i.e. required materials e.g. coolant, Lube oil, water, batteries etc. shall be supplied along with new DG set.
- ii. Supply of 3 nos. portable single phase, 3 HP submersible pump having stainless steel body and suitable for sea water/slurry application for Marine Tank dewatering purpose. Each pump shall be connected with minimum 40 mtrs of electric cable (3-core) and clamped (SS Clamp) with 20 mtrs hard PVC water hose (green) with the outlet of pump.
- iii. Cable used for supply of power on Bhimsen shall be of marine grade 3-core with fire protective & retarding sheathing. 30 Marine waterproof lights (bulb- 60W) with fittings & cables including one flood light of min. 100W (LED). Light shall be properly secured on the barge Bhimsen at appropriate locations with safe working practices. All cables shall be secured on the barge Bhimsen as per Marine rules following all safety and easy maintenance.
- iv. The contractor has to fabricate/supply new switch board suitable for 25 KW load (3-phase) with sufficient safety margin. Switch board should have provision for 230V and 415 V supply arrangements with minimum one Bus-bar (3-phase) and earth fault detector. Switch board shall minimum following switch gears:
 - a) one DG intake MCCB breaker with protection devices,
 - b) one shore power reception MCCB breaker with phase sequence monitor and protection devices.
 - c) Two connecting power sockets with male & female coupling for welding machine with 3-phase breakers (150Amp).
 - d) 15 nos. of 2-pole MCB (04 nos. suitable for 3HP single phase submersible pump, 06 nos. suitable for lightings, 05 nos. 16 Amp),
 - e) 05 nos. 3-pole MCB (03 nos.-16 Amp and 02 nos.-32 Amp.).
 - f) Combined single phase switches-socket 04 nos. of 05 Amp. & 02 nos. of 16 Amp.

2.09 Contractor has to follow all the safety precaution and safe marine working practices while carrying out the repair work in DPT. Hot works, tanks cleaning, gas freeing, Fire hazard, ventilations, etc. shall be observed with safe practices by contractor at his risk and cost. Preventive measures shall be taken as per Marine safe working practices.

3. Material:

All consumable items required for repair of Barge Bhimsen i.e. the items including but not limited to cleaning material, jute, rags, nut & bolts, packing's & O-rings, washers, welding rods, gases, cutting torch, safety equipments, PPEs, other day-to-day requirements etc. shall be supplied by the party at his own cost no any other claims shall be entrained by DPT.

4. Owner's Liability:

Following shall be provided by DPT **free of cost:**

- 4.01 Provide safe docking/jetty space for the Barge Bhimsen during repairing work.
- 4.02 Shore power supply at jetty as well as at Dry Dock for repair and maintenance work of Barge Bhimsen, however written permission for the same shall be obtained from Electrical department of DPT in advance. Necessary switch board, cables, other requirements, etc. shall be arranged by the contractor at his own cost.
- 4.03 Fire watch for hot work during repair and maintenance shall be provided by DPT free of cost as and when required, however, prior written permission has to be taken well in advance from Fire section of DPT.
- 4.04 Dry dock facility along with crane of dry dock for repair/removal of scraps of Barge Bhimsen. However, cranes and other requirements outside the Dry-Dock area shall be arranged by contractor at his own cost.
- 4.05 Fuel, lube oil and water for Barge Bhimsen only for operational and maintenance purposes.
- 4.06 Aavailable drawings & manuals of barge Bhimsen to the Contractor, as per availability.

5. Surface Preparation and Painting:

- 5.01 Work of panting should be carried out with the best workmanship and quality as per paint manufacturer, with a guarantee as specified in schedule B. The contractor will be responsible to rectify the defect without any extra cost during the guarantee period. If any portion of area of barge found rusted or paint peeled off during the guarantee period, contactor has to again re-paint the same with surface preparation as per paint manufacturer.
- 5.02 Party is required to remove all the marine growth by manual scrapping / high pressure water washing for cleaning. The surface after sand/grit blasting, shall be cleaned with wire brush or blown off by compressed air. The compressed air used for nozzle blasting shall be free from water and oil. Blast cleaning operation shall be done in such a manner that no damages is done to partially or entirely completed portion of the completed work.

- 5.03 Dry sand blasting operation shall be carried out with Godhara sand/grit and shall be conducted on dry surface only. Painting shall not be carried out on the wet surfaces or surfaces not properly prepared as per guidelines of paint manufacturer. The Godhara sand/grit used for ballasting shall be backed by royalty challan/ invoice. A copy of royalty challan and un-priced invoice should be submitted to the Engineer-in-charge for necessary verification and records.
- 5.04 No sharps scratches or cuts shall be made on the steel surfaces during blasting/chipping/cleaning etc. operations.
- 5.05 Sand blasting shall be carried out as described in Swedish Standard SIS-05-5900-1967, dry sand blasting to SA1/SA2. The prepared surface shall then correspond in appearance to the prints designated as SA1/SA2. In case of any discrepancy raised 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 SA1/SA2 for comparison/checking.
- 5.06 Application of primer and paint shall be done by airless spray after prescribed surface preparation only.
- 5.07 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. In case of delay, re-blasting may be required for surface preparation.
- 5.08 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.
- 5.09 Painting shall be done according to the painting scheme prescribed by the Manufacturer. The primers, M.I.O., finish paints and thinner used for painting work shall be of same brand only.
- 5.10 The contractor is required to engage the paint manufacturer's representative during the period of painting with surface preparation e.g. sand/grit blasting, water washing, cleaning and during application of paint etc. to the barge Bhimsen at its own cost
- 5.11 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.
- 5.12 Each container of paint, preferably in 20-liter size, should provide the following information.

- Batch Number.
- Date of manufacture (Shall not be more than six months old at the time of application of paint).
- Mixing ratio.

If any one of the above is not to the satisfaction of the Engineer-in-charge, the container shall be rejected for use.

- 5.13 The instruments such as Elcometer etc. will be made available by the contractor, whenever required at the site, at his own cost for verification and satisfaction of DPT.
- 5.14 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.
- 5.15 The paint shall not be applied under the conditions, when relative humidity is greater than 90%, rain, fog, mist or weather not advisable by paint manufacturer.
- 5.16 Colour shades in the painting system will be as follows or as per instruction of EIC.
- Top Deck Plates – Green
 - Deck Machinery – Dark Grey
 - Underwater Hull - Red
 - Above Water Hull - Blue
 - Super Structure – White
 - Rolling Shutter – Yellow
 - Inside of all Tanks & void spaces -Grey
- 5.17 Paint manufacturer's instructions shall be followed at all times and particular attention shall be paid at the following conditions:
- I. Proper storage to avoid exposure to extremes of temperature.
 - II. Mixing and thinning.
 - III. Pot life.
 - IV. Time limit intervals between each coats.
- 5.18 The underwater, above water, deck, machinery space, tanks etc. shall be painted with epoxy type paint. The party is required to only use the following Make / Brand of the Paints for painting work.
- 1.Jotun 2. International 3. Sigma
- 5.19 Party is required to strictly follow the painting scheme of paint manufacturer for respective brand of paint. A Standard Painting Scheme place at **clause-7** 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 EIC shall approve the painting scheme. Anti-fouling paint applied shall be TBT free.

The painting work shall be guaranteed as below:

- I. Painting to under water Hull – 3 year
- II. Painting to area other than mentioned above – 1 year

6. Painting Scheme:

<i>Sr .</i>	<i>Location / Paint Area</i>	<i>Application (Coat)</i>	<i>Jotun</i>	<i>DFT</i>	<i>Sigma</i>	<i>DFT</i>	<i>International</i>	<i>DFT</i>
1.	Underwater	1st	Penguard Primer	50	Sigma Cover 280	50	Intertuf262	175
		2nd	Jotamastic 80, Aluminum	150	Sigma Cover 300	150	Interguard 263	100
		3rd	Safeguard universal	75	Sigma Cover 510	75	Interspeed 6400	160
		4th	Seaforce-80	160	Sigma Eco Fleet 290	160	--	---
2.	Above Water (Deck, side hull, tanks, machinery spaces, superstructure, etc.)	1st	Penguard Primer	50	Sigma Cover 280	50	Intertuf262	175
		2nd	Jotamastic 80, Aluminum	150	Sigma Cover 620	150	Interguard 740	75
		3rd	Penguard TC	50	Sigma Cover 456	50	---	---

7. Technical Details of Barge Bhimsen:

a	Length	30.0 M
b	Depth	2.0 M
c	Breadth	10.0 M
d	Draft	1.50 M
e	Hull & Superstructure	Steel
f	Year of Built	1984

Note: The details given here are not exhaustive. The bidders are advised to inspect the barge prior to submitting the offer. They can also verify the drawings, manuals, etc. pertaining to the barge before submission of bid.

**Signature & Seal
of Contractor**

**Marine Engineer Gr.-I
Deendayal Port Trust**

Section VI
Bill of Quantities
Schedule-B

Name of Work: Major Repair Work of Heave Up Barge Bhimsen.

Sr. No.	Item Description	Unit	Qty.	Unit Rate (Rs.)	Amount (Rs.)
PART A: Repair Items					
1	2	3	4	5	6
1	Renewal of steel plates/angles/frames /brackets/stiffeners/Manhole door sets /round bars, etc. major plates of 6/8/10/12 mm thickness and bars of 32/60/100 mm dia. as per requirement in place on Barge Bhimsen including the cost of material. (Note: All Steel must be sandblasted and painted with single coat of primer on both side before fitting).	Tons	90		
2	Renewal of half round seamless steel pipe fender (8" N.B., schedule-40) with inside longitudinal stiffener of 10 mm thickness including the cost of material. Make- TATA/JINDAL/ASIAN/SAIL.	Meters	76		
3	Renewal of Galvanized Roller Shutters of approx. width 2 Mtrs and Height 2.8 Mtrs with all fittings and paintings (1primer+2final) including the cost of material.	Nos.	03		
4	Sandblasting & Painting of underwater area with 4 / 5 coats of paints as per painting scheme approved by paint manufacturer (Jotun/international/Sigma) under guarantee period of minimum 3 years including cost of material.	Sq.M.	370		
5	Sandblasting & Painting of above water areas e.g. deck, Machinery space, inside tanks, bulkheads, frames etc. with 3/4 coats of paints as per painting scheme approved by paint manufacturer (Jotun/international/Sigma) under guarantee period of Min. 1 year including cost of material.	Sq.M.	2800		
6	Supply, Installation, Testing & Commissioning of 3-Phase,415 Volt, 25 Kw new Generator Set (Diesel Engine with battery start) suitable for marine application at suitable location on board Barge Bhimsen. Including switchboards with Shore reception facility, Caballing's, sockets, Lightings with fittings, etc. (DG Make- Kirloskar/Ashok Leyland/Simpson/ Cummins / Greaves)	No.	01		
7	Supply of portable single phase, 3 HP submersible pump having stainless steel body and suitable for sea water/slurry application for Marine Tank dewatering purpose. Each pump shall be supplied with min. 40m mtrs of electric cable (3-core) and 20 mtrs hard PVC water hose (green) compatible with outlet connection of pumps.	Nos.	03		

	(Pump make: KSB, Crompton, Lubi)				
8	Supply and Fittings of Zinc Anodes on underwater hull having approx. weight of 3.5 kg. Note: Zinc anodes with purity higher than 99% and certified by Govt. approved Lab/Marine Class societies.	Nos.	50		
Total Amount of "Part A" In Figure (Rs.)					
	PART B: Credit Items				
1	Taking away the dismantled scrap material of various steel structures of Barge Bhimsen on "As and where is" basis including cost of all labours, tools & tackles and machineries requires for loading/unloading, transportation and making suitable for weightment purpose etc. complete as directed by Engineer-in charge. Note: This amount shall be deducted from the cost of repair of Barge Bhimsen.	Ton.	45		
Total Amount of "Part B" In Figure (Rs.)					
Total Amount "(Part A – Part B)" In Figure (Rs.)					

The above rates are exclusive of GST.

Total Amount (Part A – Part B) In Words-
(Rupees_____)

**Seal & Signature of
contractor**

**Marine Engineer Gr. -I
Deendayal Port Trust**

Section –VII

Drawings

(Not Applicable)

**Seal & Sign of
Contractor**

**Marine Engineer Gr.-I
Deendayal Port Trust**