



**Deendayal Port Authority**  
**Mech. Engg. Deptt.**  
**Project Cell**



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**Office of the**  
**Superintending Engineer (M)**  
**Port and Customs Building**  
**New Kandla Kutch**  
**Gujarat-370201**

No. MS/DD/WK/3050-ReFRCSL/Gim-PC/  
To,

Date : 23.05.2023

**'Budgetary-Quotation'**

Sub: "Budgetary-Quotation for "Re-Feasibility Report for the project of Setting up Floating Dry Dock & Ship repairing complex at OOT-Vadinar, DPA, with scope of revised technical plan & financial feasibility based on CSL proposal"- reg.

Sir,

Deendayal Port, an autonomous body under Ministry of Ports, Shipping & Waterways, Govt. of India, is willing to carry out Re-Feasibility Report for the project of Setting up Floating Dry Dock & Ship repairing complex at OOT-Vadinar, DPA, with scope of revised technical plan & financial feasibility based on the interest and proposal of M/s Cochin Shipyard Limited (CSL).

Kindly submit your budgetary-quotation for the subject work on the basis of the scope of work enclosed herewith. Budgetary-quotation should include profile of your firm, work experience in similar works, and your comments/suggestions (if any) regarding the proposal etc. on the above mentioned E-mail Ids.

The rates quoted must be inclusive of all costs such as tools, tackles, labour, service, transportation and other auxiliary charges for successful completion of the work excluding GST. The GST applicable shall be shown separately, which shall not be considered for evaluation purposes

Your budgetary-quotation with budgetary offers (Forms- A to B) for the above work should reach this office before **31.05.2023**.

Thanking you,

Yours faithfully,

**Sd/-**  
**Superintending Engineer (M)**  
**Deendayal Port Authority**

## **General Terms & Conditions:**

DPT intends to engage a credible agency to Consultancy services from experienced Experts for carrying out re-feasibility studies for setting up another Dry Dock / ship repairs facilities at OOT-Vadinar of DPA.

### **1. Introduction**

#### **1.1 General Information and area description: -**

Deendayal Port Authority, Kandla, is one of the busiest and twelve major Ports of India and is located on the west coast of India, in the Gulf of Kutch at 23° 01' N and 70° 13'E in the state of Gujarat in India.

Deendayal Port has been achieving first position among all the Major Ports of India in the terms of cargo handling for the most of the years in last decade. Thus, Deendayal Port Authority has been contributing the most for the development of port capacity and handling seaborne trade of the country.

Kandla is the nearest port for most of northern India comprising of the states of Rajasthan, Punjab, Haryana, Himachal Pradesh, Delhi, Jammu & Kashmir, Uttarakhand and parts of Uttar Pradesh. Many industries have also come up in the Kachchh & Saurashtra Regions of Gujarat, which use the port for import of raw materials and export of finished goods. Especially Northern India is heavily dependent on Deendayal Port Authority for its trade requirements due to its peculiar landlocked location compared to many other regions of India which are comparatively quite nearer to the sea shore.

Port Authority currently having 14 berths for handling dry cargo and six jetties for handling liquid bulk cargo. The port also has three single buoy mooring in Vadinar for handling crude and POL. The port is further expanding in Tuna- Tekra creek for handling dry bulk containers.

Vadinar is a small coastal town located in Devbhoomi, Dwarka district of the state of Gujarat, India, the nearest air port being Jamnagar at 42 Kms. The offshore oil terminal of the Deendayal Port Authority (DPA) is located in Vadinar and contributes in a large way to the total earnings of this major port. Apart from two jetties owned by ESSAR, two single-buoy moorings (SBM) of the Deendayal Port Authority offshore oil terminal of the Indian Oil Corporation are located at this port along with a similar buoy of the ESSAR refinery.

The Port is well connected by roadways to its neighbouring cities. Proposal for rail connectivity is yet to be finalized. Having a natural depth of around 15 mtrs, there will not be any major dredging requirement thus reducing both the capital and maintenance dredging costs. The port area has ample area for setting up of new floating dock and wet berths so also for the futuristic expansion.

Essar Vadinar Oil Terminal now known as Nayara Oil terminal has planned an expansion of 2 new Oil berths C & D towards the north of existing Oil berths and the project has been recommended by GCRZMA for MoEF clearance in June 2015. The expansion shall be taken up in near future.

A new Coast guard jetty has been planned and under construction on south side of the existing jetty. The small jetty presently being used by coastguard and port vessels can be extended on north side by 500 mtrs which will serve as four wet berths – one for the proposed FDD and other three for berthing ships for pre-post dry dock maintenance.

On 18 February 2021, Major Port Authorities, (MPA) Act 2021 notified in the Gazette of India same has come into force from 3 November 2021. Under, MPA 2021, Deendayal Port Authority (DPA) have become Deendayal Port Authority (DPA)

DPA is operating a Steel Floating Dry Dock (SFDD) at Kandla since April, 1984.

Type - Floating type (Self docking pontoon type)  
 Length - 95 mtrs + 4.5 mtrs. extended platform on either side.  
 Width between inner walls - 20 mtrs.  
 Dead Weight Cap. - 2700 MT  
 Electro Hydraulic Crane - 5 MT cap.

Out of the total dockings per year it caters for repair of vessels owned by DPA as well as vessels owned by private parties.

SR NO	Financial Year	No.of Vessels Docked	Availability of Dry Dock	Utilization of Dry Dock
		Total		
1	2011-12	32	100%	97.03%
2	2012-13	52	100%	98.36%
3	2013-14	47	100%	98.90%
4	2014-15	41	100%	98.90%
5	2015-16	48	100%	93.72%
6	2016-17	52	100%	95.89%
7	2017-18	38	100%	95.62%
8	2018-19	37	100%	95.62%
9	2019-20	59	100%	98.63%
10	2020-21	31	92.05%	91.96%
11	2021-22	49	100%	93.83

Table: Number of Ships Handled by SFDD at Kandla.

Initially this dry dock was procured for in-house use. However, this facility was extended to all vessels calling at Western Coast as per policy approved by the Board of DPA. Till date 555 KPT vessels and 350 private vessels have been dry docked at SFDD. Longest vessel dry docked was of 100 mtrs. length and 18.3 mtrs. width. Due to technical design, it has no potential for size expansion.

## 2. Scope of Work:

The broad scope of work to be carried out by the Agency is to analyse and establish the location of the dry dock/ship repair facilities and to frame Draft & Final Techno-Commercial Feasibility Reports for setting up another Dry Dock/ship repair facilities at OOT-Vadinar of DPA, based on the CSL proposal.

### 2.1 Detailed Scope of Work.

- The Agency has to visit the OOT-Vadinar Port and undertake a detailed reconnaissance survey including detailed study of the existing facilities. Vessels dry docked, mode of dry docking, interaction with the areas and perspective areas of Port especially with the users of dry dock. The available data on the dry docking of vessels will be provided to the Agency by the Port.

- ii. To study & analyse the similar facilities existing or likely to be developed in Ports of India and in the near vicinity to Kandla in Particular.
- iii. Analyse and compare the strength and weaknesses of competing similar facilities at other ports in India.
- iv. To study & analyse market trends by traffic and demand assessment study including vessels type determination, thereby analysing the traffic - capacity gap, global scenario and various dry docking facilities existing at the nearby Ports developed along the Gujarat Coastline or likely to be developed in the existing Ports.
- v. Apart from the above, the Agency also has to carry out but not limited to studies like type of dry dock, its capacity, site Location Identification, Project layout Plan based on the CSL proposal.
- vi. The Agency also has to study and plan but not limited to facilities like basic infrastructural facilities, supporting infrastructure and utilities plan based on the CSL proposal.
- vii. To interact with officials of various departments of Port like Marine Department, Civil & Mechanical Engineering Department, Finance Department, Traffic Department, OOT department at Vadinar etc. and take note of their requirements and incorporate the same in the proposals.
- viii. After preparation of draft Techno-Commercial feasibility report make a presentation in presence of Port Officials for discussions.
- ix. Based on the suggestions/comments/observations of the Port on Draft Report to frame final Techno-Commercial feasibility report.
- x. The Techno-Commercial feasibility Reports shall include the followings but not limited to:-
  - a) Executive Summary:- A brief summary covering all aspects of Techno Commercial Feasibility Report.
  - b) Introduction
  - c) Past performance of the Port
  - d) Estimation of capacity of project facility including Traffic Projection with detailed evaluation and rationalized analysis for dry docking activities.
  - e) Project description in detail.
  - f) Requirement of staff for the project for operation, maintenance, commercial activities, if the same is being handled by Port.
  - g) Operation & Maintenance (O&M) cost:- The O & M cost shall include but not limited to cost towards
    - (i) Water requirement
    - (ii) Power requirement
    - (iii) Fuel requirement
    - (iv) Maintenance of Civil structure
    - (v) Operation & Maintenance of Mechanical equipment.
    - (vi) Operation & Maintenance of Electrical Equipments

- (vii) Administrative & Management cost.
- (viii) Operation & Cost for any other facilities required for implementation of the Project facility

h) Capital Cost in form- "Quantity, Prevailing Market rates, Unit, Amount & Remarks".

i) If required, the Rate analysis for the Rate considered for particular item(s) should also be submitted by the Agency. The content of capital cost shall include but not limited to

- a. Cost of approach road-to repair or renew, for dry docking facility- with separate cost of sub-structure & superstructure.
- b. Cost of trestle and jetty based on the CSL proposal.
- c. Cost of development of land development, Backup area/ storage area including ground treatment, if required.
- d. Cost of covered storage, as required
- e. Cost of handling equipment
- f. Cost of electrification & illumination.
- g. Cost of Water supply & fire-fighting system-hydrants, sprinklers.
- h. Cost of Environment measures
- i. Cost of Studies & Investigation.
- j. Cost of any other ancillary infrastructure.
- k. Cost of any other facilities required for implementation of the Project facility

j) Revenue/ Return from the Project, IRR and FIRR.

k) Considering the above revenue stream and tariffs, Viability Analysis has to be carried out – This shall include but not limited to Financial and Economic Benefits, Net Present Value, analysis of cash flow, phasing of expenditure based on the CSL proposal.

l) Drawings :- The drawing shall include but not limited to General arrangement schematic drawings showing all component & their location of the Project.

m) To analyze & establish the type and size of dry dock/ship repair facilities & its founding level for the Project based on the CSL proposal.

n) To analyze & establish the shortest and economical road connectivity of project facility with existing nearby main road.

o) To evaluate & workout detailed projection of traffic in terms of vessels for the project for next 10 years. The analysis for forecast traffic should be done year wise basis. Further a detailed rationalized methodology undertaken for evaluation of traffic projection should be also detailed out, including the type of vessels/ships, their size, tonnage etc.

p) Identify the studies / Investigations required to be carried out for preparation of Detailed Project Report based on the CSL proposal.

q) Assess the requirement of land area on site and off site based on the CSL proposal.

r) Identify the statutory approvals/ clearances, if any required for setting up the

facility.

- s) To analyse and establish all requisite allied facilities required for operation of the Project.
- t) To study the sites at Vadinar bathymetry of the area and oceanographic data like waves, currents, winds etc. And to suggest suitable type of dry dock/ship repair facility (like graving dock or floating dry dock or ship lift etc.) and the relative merits/de-merits of the same including financial aspects based on the CSL proposal.
- u) Based on the proposal received from CSL, the technical detail & layout, alignment etc. need to be re-looked & revised in previous TEFr based on prevailing rules/ guidelines/ regulations, etc., for the modified dimension of trestle and jetty. Also, based on the inputs to be received from CSL, the CAPEX, the traffic projects, expected revenue per vessel and Financial business model etc. and in turn the entire Techno Economic Feasibility Report (TEFR) have to be recast for submission of application for various State & Central clearances.

NOTE: 1) It is envisaged that the project may be developed by the Port on PPP mode or its own resources. Hence, the operation & maintenance cost (OPEX) and capital cost (CAPEX) of the project should be in consonance with the upfront guidelines issued by Tariff Authority of Major Ports (TAMP ) for PPP Projects and "Guidelines for Determination of Tariff for Projects at Major Ports, 2013".

### **3. Deliverable**

The Agency shall on behalf of and in consultation with DPA, prepare three copies of Draft Techno Economic Feasibility Report for the project and forward the same for approval of DPA. After such approval, five copies of final Techno-Commercial Feasibility Report along with their soft copies shall be furnished to DPA. Soft Copies of drawings shall be supplied by Agency to DPA. Any suggestions/studies recommended after the draft TEFr & presentation shall also be covered only by the Agency.

### **4. Time Schedule**

4.1 The Agency shall complete the work submission of Reports in following time schedule.

- (i) Preparation of technical scheme with modification/ renew of existing jetty, 200m trestle and 700 m jetty with its alignment & trestle arrangements & reworking of Capex for CRZ Mapping of the project- 10 days from date of issuance of Work order.
- (ii) Submission of Draft Techno-Commercial Feasibility Report Revised Financial Feasibility Model based on 700m jetty and multiple Floating dry-docks based on the traffic & financial inputs received from CSL for the project - 45 days from date of issuance of Work order.
- (ii) Submission of final detailed Feasibility Report for the project-15 days from date of approval of draft report by DPA.

4.2 The work should be completed as per Clause no. 4.1. However, Time taken by DPA for

approving Draft Techno Commercial Feasibility report is exclusive from time schedule for completion of work.

## 5. Remuneration

- 5.1 The agency shall quote lump sum amount for the work described under clause 2.
- 5.2 These Lump sum charges shall be inclusive of all expenses including for conveyance & subsistence actually incurred by the agency or his authorized representative during visit outside headquarter.
- 5.3 Income Tax and surcharge as applicable will be deducted as per the prevailing rules.
- 5.4 Rate should be inclusive of all taxes, excluding GST. Applicable GST on the taxable value of supply of Goods or Services or both covered in this tender/contract will be paid by Port on production of bill mentioning GSTIN. Applicable Statutory recoveries including TDS under Income Tax, TDS under GST acts will be deducted/recovered while accounting for or making payments to the Vendor as per the applicable laws. Contractor / Service provider / Supplier etc. has to ensure timely and proper filling of GSTR 1 so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPA not allowed input tax credit due to failure on part of the contractor/Service provider/Supplier etc., it will be a financial loss to the DPA and therefore same shall be recovered from the payment/deposit of the contractor/service provider/supplier.
- 5.5 Releasing the payment:- Payment of above said charges will be made by DPA within 15 days from date becomes due and after submission of the bill by the agency complete in all respect as per the following schedule:

Payment Schedule		
1.	Preparation & submission of technical scheme with modification/ renew of existing jetty, 200m trestle and 700 m jetty with its alignment & trestle arrangements & reworking of Capex for CRZ Mapping of the project	30% of quoted value
2.	Submission & approval of Draft Techno-Commercial Feasibility Report Revised Financial Feasibility Model based on 700m jetty and multiple Floating dry-docks based on the traffic & financial inputs received from CSL for the project & as per scope mentioned.	60% of quoted value
3.	Submission of final detailed Feasibility Report for the project after approval of DPA.	10% of quoted value

## 6. Care and Diligence

The agency is responsible for technical, professional and contractual duties to be performed by them and will fully responsible for carrying out their duties properly.

## 7. Termination of Services

The Employer reserves the right to terminate the Agency Agreement with one-month notice on the grounds such as un-satisfactory work, un-due and inordinate delay in submission of report / documents, un-reasonable intermediate Claims, Display of Non Co-ordination and Non-Liaison during execution of work, etc. The Balance work will be carried out by the Employer at the risk and cost of the Agency. The decision of the Employer in this regard shall be final and binding upon the Agency.

## **8. Liquidated Damages for Delay**

In case of delay in completion of the contract, liquidated damages (L.D) May be levied at the rate of ½ % of the contract value per week of delay or part thereof, subject to a maximum of 10 per cent of the contract price.

## **9. Arbitration**

- 1 The Arbitration Award may be referred to a Conciliation Committees/ Councils comprising of independent subject expert in order to ensure speedy disposal of the case, as per Conciliation Act.
- 2 The award of the Conciliation Committee/ Council if agreed by both the sides may then be placed for consideration of the Board of Deendayal Port Authority of the Port subject to the delegation of power.
- 3 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.
- 4 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.
- 5 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.
- 6 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.
- 7 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.
- 8 It is also a term of the contract that if the Agency 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 Agency shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.
- 9 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.
- 10 The award of the arbitrator shall be final, conclusive and binding on all the parties to Agency.
- 11 The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.
- 12 Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or 138e-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 13 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.
- 14 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.
- 15 Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion. The fees, if any of the conciliation/ arbitrator(s) if required to be paid before the award of work in respect of dispute is made and published, shall be paid in half by each of the parties.

## **10. Other Terms & Conditions**

- (i) The service provider shall not sell or transfer any proprietary right or entrust to any other third party for the work.
- (ii) The complete responsibility for safe working of skilled & unskilled staffs will be borne by the Agency. DPA will not be responsible for any loss, damage or accident to any of the staff. The Agency have to provide comprehensive insurance coverage of engaged manpower.
- (iii) The staffs should have a sober behavior and obedient. Any staff coming in intoxicated condition will not be accepted by the administration.
- (iv) All the applicable labour laws shall be followed by the Agency. The Agency shall at all times during the tenure of the work comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and re- enactment of State or Central Government and other local authorities and any other enactments and Acts that may be passed in future either by the State or the Central Government or local authority.
- (v) The Agency is expected to have full knowledge of work, work site and nature of work and no claim what-so-ever shall be entertained in this regard.
- (vi) The Agency shall be required to execute the work in such a way so as not to cause any damage, hindrance or interference to the Hospital activities and work going on in the area adjoining thereof.
- (vii) All fooding, lodging & transportation cost of the deployed visiting staffs should be solely bear by the Agency.

(viii) The maximum percentage by which scope may be increased / decreased on account of additional scope shall be  $\pm 30$  % of overall effective contract cost subject to recommendation of TPIA and approval of DPA.

(ix) No Lien/Claim:

The personnel provided by the Agency shall have no lien of claim in any manner on DPA, after their services are no more required by the DPA or during their deployment. The personnel of Agency will not take part in any activity of DPA employee's union/Association as well as visitors.

(x) Any other conditions/ obligations must be followed strictly as and when instructed.

**Agency**

***Sd/-***  
**Superintending Engineer (M)**  
**Deendayal Port Authority**

**Form - A**

**Name of firms/Applicants**

(Organizational Structure)

1	Name & Address of the applicant with Telephone No./Fax No	
2	a) Year of Establishment	
	b) Date & Year of commencement	
	c) Legal status of the applicant (attach copies of original document defining the legal status)	
3	a) A proprietary firm	
	b) A firm in partnership	
	c) A limited company or Corporation/ Joint venture / Consortia	
	d) State owned	
4	Any other information considered necessary but not included above	
5	PAN Number	
6	GST Registration Number	
7	Provident Fund Certificate Number	

**Signature with Seal**

**Form - B**

**Schedule – B: BOQ**

**Sub:** "Re-Feasibility Report for the project of Setting up Floating Dry Dock & Ship repairing complex at OOT-Vadinar, DPA, with scope of revised technical plan & financial feasibility based on CSL proposal".

Sr. No.	Description to	Quantity	Unit	Rs. in Figures	Amount
1	Lumpsum fees for preparation of Techno Economic Feasibility report for the project facility as per the mentioned detailed scope of the work.	One job work	Lump sum		

**(Total Rupees (excluding GST) \_\_\_\_\_ Only)**

**GST: \_\_\_\_\_ % extra.**

**Sd/-**

**Agency**

**Superintending Engineer (M)  
Deendayal Port Authority**