DEENDAYAL PORT AUTHORITY

**MECHANICAL ENGINEERING DEPARTMENT**

**MECHANICAL DIVISION**

****

### TENDER NO. ML/WK/4068

TENDER FOR

“**Comprehensive AMC for Port owned two nos. of Pilot Launches & four nos. of Mooring Launches and complete O&M for one Pilot Launch & one Survey Launch for a period of three years.”**

Marine Engineer Gr.-I

Room No.-2

Ground Floor

Marine Bhawan

Deendayal Port Authority

New Kandla – 370 210.

Kutch- Gujarat

Phone: +91-2836-271012

**CONTENTS OF TENDER DOCUMENT**

* **Bid Reference No.: ML/WK/4068**
* **NIT : Invitation for Bids**

* **SECTION I : Instruction to Bidders**
* **SECTION II : General Conditions of Contract**
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* **SECTION IV : Forms of Bid**
* **SECTION V : Scope of Work & Technical Specifications**
* **SECTION VI : Bill of Quantities**
* **SECTION VII : Drawings**

**DEENDAYAL PORT AUTHORITY**

**TENDER NOTICE NO.ML/WK/4068**

Marine Engineer Gr.-I, DPA, New Kandla, Phone +91-2836-271012 invites tender in Online E-tendering system for the work of **“Comprehensive AMC for Port owned two nos. of Pilot Launches & four nos. of Mooring Launches and complete O&M for one Pilot Launch & one Survey Launch for a period of three years.”**

Estimated Cost: **Rs. 8,93,57,602/-**

Tender Fee: Rs. 11,800/- (including GST) in the form of DD/BC/PO.

EMD : **Rs. 8,93,576/-**

Last date of downloading: 01/02/2023 up to 1400 hrs.

Date of pre bid meeting: 12/01/2023 at 1530 hrs. in the Chamber of C.M.E.

A.O. Building Deendayal Port Authority, Gandhidham (Kutch)

Last date and time of submission of E-tender only on: website <https://kpt.nprocure.com>

On 01/02/2023 up to 1430 hrs.

Date and time for opening of E-tender: 01/02/2023 at 1500 hrs.

Tender shall be downloaded from web site: <https://kpt.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 Authority**

**Notice Inviting Online Tender**

|  |  |
| --- | --- |
| Department Name | Mechanical Engineering Department |
| Circle/ Division | Mechanical Division |
| Tender Notice No. | ML/WK/4068 |
| Name of Work | **“Comprehensive AMC for Port owned two nos. of Pilot Launches & four nos. of Mooring Launches and complete O&M for one Pilot Launch & one Survey Launch for a period of three years”** |
| Estimated Contract Value (INR) | **Rs. 8,93,57,602/-** |
| Period of Completion (in Months) | 36 months from the date of commencement of work. The work shall commence 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 Applicable |
| Rebate | Not Applicable |
| Bid Document Fee | Rs.10000 + GST @18% |
| Bid Document Fee Payable To | Deendayal Port Authority, Gandhidham |
| Bid Security/ EMD(INR) | **Rs. 8,93,576/-** |
| Bid Security/ EMD (INR) In Favour Of | Deendayal Port Authority, Gandhidham |
| Bid Document Downloading Start Date | 02/01/2023 from 1400 hrs. |
| Bid Document Downloading End Date | 01/02/2023 up to 1400 hrs. |
| Pre Bid Meeting | 12/01/2023 at 1530 hrs. |
| Place of Pre-Bid Meeting | In the Chamber of CME, Administrative Office Bldg., Deendayal Port Authority, Gandhidham, Kachchh-Dist.- Gujarat |
| Last Date & Time for Online submission of Bids | 01/02/2023 up to 1430 hrs. on <https://kpt.nprocure.com> |
| Bid Validity Period | 120 Days |
| Condition | For Both Bid Document fee in the form of Demand Draft (DD)/Bankers’ Cheque (BC)/Pay Order (PO) and EMD in form of DD/BC/PO or Bank Guarantee of Nationalized/Scheduled Bank having its branch at Gandhidham shall be submitted in Electronic Format through online (by scanning) while uploading the bid.  *In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the****table below only shall become eligible for exemption****from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid.*   |  |  | | --- | --- | | Level | Description | | Section – C | Manufacturing. | | Division – 33 | Repair and installation of machinery and equipment. | | Sub Class – 33121 | Repair and maintenance of engines and turbines excluding aircraft, vehicle and cycle engines. | | Sub Class – 33122 | Repair and maintenance of pumps and related equipment, fluid power equipment, valves. | | Sub Class – 33140 | Repair of electrical equipment. | | Sub Class - 33150 | Repair of transport equipment, except motor vehicles. |   Accordingly, offer of those bidders shall only be opened whose Tender Fee and Bid security i.e. EMD is received Electronically in the preliminary bid. However, for the purpose of realization, bidder shall send the same in original to ME GR-I at the time of tender opening or send the same by hand/courier/ RPAD/Speed post so as to reach the ME GR-I, Deendayal Port Authority, Room No.-2, Ground Floor, Marine Bhawan, Deendayal Port Authority, New Kandla – 370 210., within 07 days from the last date of opening without fail. |
| Remarks | Submission of tender fees, EMD and other documents during office hours: on date 02/01/2023 to 01/02/2023 by hand/courier/RPAD/Speed post in the chamber of Marine Engineer Gr.-I, Room No.-2, Ground Floor, Marine Bhawan, Deendayal Port Authority, New Kandla – 370 210.  Kutch- Gujarat,Phone: +91-2836-271012. |
| Preliminary Bid Opening Date | 01/02/2023 at 1500 hrs. |
| Technical Bid Opening Date | 01/02/2023 at 1510 hrs. |
| Commercial Bid (price bid) Opening Date | Will be intimated to the technically qualified bidders. |
| Documents required to be submitted by scanning through online. | 1. Tender fee of Rs 11800/- in the form of DD/BC/PO. & EMD of Rs. 8,93,576/- in the form of BG (issued from Nationalized/ Scheduled bank (except co-operative banks) / DD/BC/PO. (In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall upload the scanned copy of valid & relevant certificate related to marine infra/ marine structures/ marine equipment’s.) 2. Documents required under clause no. 4.1 & 4.2 of Section-I.   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 within seven days from the last date of opening of the Bid through post or by hand. |
| 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 Authority  New Kandla – 370 210.  Kutch- Gujarat  Phone: +91-2836-271012  Kutch – Gujarat  e-mail id: me1kpttugs@gmail.com |
| Contact | Phone: + 91-2836-271012  Mobile: 7433010246, 7069612591 |
| Qualification Criteria | PRE-QUALIFICATION CRITERIA FOR ELIGIBLE BIDDERS:  The Bidders shall fulfill the following qualification criteria: -   1. Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs. 94.01 Lakhs. Certified Chartered Accountant. 2. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -   i) Three similar completed works each work costing not less than the amount equal to Rs. 125.35 lakhs  Or   1. Two similar completed works each work costing not less than the amount equal to Rs. 156.68 Lakhs   Or   1. One similar completed work costing not less than the amount equal to Rs. 250.70 Lakhs   “**Similar Works” means Operation & Maintenance contract or Annual Maintenance Contract of Launches/Crafts/Brage/Tugs/Offshore Vessel/Ships of having engine power minimum 1800 bhp or (2x900) bhp 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.**  **For ongoing contract, the tenderer shall submit satisfactory performance certificate in place of completion certificate from the employer indicating contract value for the completed period of the contract which qualifies him.**  **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.** |

**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](mailto:nprocure@gnvfc.net)

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

**Marine Engineer Gr.-I**

**Deendayal Port Authority**

**SECTION – I**

**INSTRUCTION TO BIDDERS (ITB)**

**A. GENERAL**

1. **Scope of Bid:**
   1. The Marine Engineer Gr.-I, Deendayal Port Authority invites bids by E-Tendering from the interested eligible bidder for the work as mentioned in the notice inviting online tender. All bids shall be completed and submitted on-line in accordance with instruction to the bidders.
   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” and ongoing works with satisfactory performance certificate shall be considered for evaluation of eligibility criteria.

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

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

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

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

**4. Eligibility Criteria:**

4.1The 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. 94.01 Lakhs. Certified by Chartered Accountant.

b) 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: -

1. Three similar completed works each work costing not less than the amount equal to Rs. 125.35 Lakhs

OR

1. Two similar completed works each work costing not less than the amount equal to Rs. 156.68 Lakhs

OR

1. One similar completed work costing not less than the amount equal to Rs. 250.70 Lakhs.

**Similar Works” means Operation & Maintenance contract or Annual Maintenance Contract of Launches/Crafts/Brage/Tugs/Offshore Vessel/Ships of having engine power minimum 1800 bhp or (2x900) bhp separately or combined.**

**Notarized 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.**

**For ongoing contract, the tenderer shall submit satisfactory performance certificate in place of completion certificate from the employer indicating contract value for the completed period of the contract which qualifies him.**

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

1. 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.
2. 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.
3. 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.
4. 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.
5. Duly filled Forms mentioned in Section – IV- Part – I From 1 to 6.
6. PAN, Registration with GST, Provident Fund Authorities.
7. EMD in the form of Demand draft/Banker’s cheque/Pay Order from nationalized/ Schedule bank.
8. Tender fee in form of Demand draft/Banker’s cheque/Pay Order from nationalized/ Schedule bank.
9. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
10. A certificate by the bidder that they have not been banned / black listed by any govt. Agency.
11. Power of attorney (dully accompanied by resolution of Board in case of company).
12. Qualifications and experience of key site management and technical personnel proposed for the contract.
13. 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) **(Not Applicable).**
14. The completion certification should invariably mention the reference no. of work order, the date of completion and contract value.
15. The copy of the work order shall also be submitted for which the bidder is submitting a completion certificate.
16. 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.
17. 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.
18. Bidders should give an undertaking that they will comply with the specifications of the work including terms and conditions in total without any deviation.
19. At the time of submission of tender document, the bidder shall give an undertaking that no changes have been made in the document.

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 from bidding for any contract with DPA for a period of 03 years the bidder can be disqualified & EMD can be forfeited.

**6. Joint Venture (Not Applicable)**

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 eligibility criteria.

**7. Cost of Bidding**

7.1The Bidder shall bear all costs associated with the preparation and submission of its Bid and the 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.

1. **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/4068**

**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](http://www.deendayalport.gov.in) and [www.eprocure.gov.in](http://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 12/01/2023 @ 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](http://www.deendayalport.gov.in) or [www.eprocure.gov.in](http://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 the 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 Security (EMD).

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 an additional period. The request and the bidders’ responses shall be made in writing. A bidder may refuse the request for which EMD will not be forfeited.

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

**C. Bid Security (Earnest Money Deposit-EMD)**

**16. Earnest Money Deposit (EMD)**

The tender shall be accompanied by Earnest Money Deposit of **Rs. 8,93,576 /-(Rupees Eight Lakhs Ninety three thousand Five Hundred seventy six Only).** The tender not accompanied with EMD shall not be considered & their technical and price bid will not be opened. The Earnest Money Deposit shall be submitted in the form of Banker’s Cheque/Demand Draft/Pay Order drawn in favour FA & CAO of DEENDAYAL PORT AUTHORITY, Gandhidham, payable at Gandhidham or Bank Guaranteeof Nationaltieod /Sceduled (Except co-op) bank . Earnest money in the form of Bank Guarantee will not be accepted under any circumstances.

*In case of MSME/NSIC Enterprise holding certificates for codes described under “NIT – Condition” same shall upload the scanned copy of valid certificate in preliminary bid.*

**(a) EMD**

1. The EMD of successful Bidder will be refunded on submission of performance guarantee (in Form 12) as per the tender clause and executing the agreement (in Form 11) as per tender clause. The EMD of unsuccessful bidders other than L1 & L2 be refunded immediately after ranking of Bids. Earnest Money of L2 bidder shall be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.
2. EMD will be refunded Suo-motto without any application from the Bidders.
3. The EMD of successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Guarantee.
4. Earnest Money Deposit will not carry any interest.

**(b) The EMD may be forfeited if**

(i) The bidder withdraws the Bid after Bid opening during the bid validity;

(ii) The bidder does not accept the correction of the Bid-Price, pursuant to any arithmetic errors;

(iii) The successful Bidder fails within the specified time limit to

1. sign the Agreement or
2. furnish the required performance Guarantee

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 into 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 a 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](mailto: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/self-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:

1. Marine Engineer Gr.-I

DEENDAYAL PORT AUTHORITY

Mechanical Division,

Room No. 2,

Ground Floor, Marine Bhawan,

Deendayal Port Authority,

New Kandla – 370210.

Kutchh-District

Gujarat-State.

1. bear the following identification:

Accompaniments for **“Comprehensive AMC for Port owned two nos. of Pilot Launches & four nos. of Mooring Launches and complete O&M for one Pilot Launch & one Survey Launch for a period of three years”**

Bid reference No.**ML/WK/4068**

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 14:30 Hrs on 01/02/2023.

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:// https://kpt.nprocure.com](https://kpt.nprocure.com) websites shall prevail.

21.3 The employer may extend the deadline for submission of bids by issuing an amendment on DPA website as well as on <https://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 a Bid between the deadline for submission of bids and the expiration of the original period of bid validity including extension, if any, may result in the forfeiture of the Bid security i.e. EMD.

**E. BID OPENING AND EVALUATION**

**24. Bid Opening**

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

24.2 In the event of the specified date for Bid opening being declared a holiday by the employer, the Bids will be opened at the appointed time on the next working day at the same time.

24.3 If any Bid contains any deviation from the Bid documents and / or if the same does not contain Bid Security i.e. EMD & 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](http://www.dendayalport.gov.in) as well as [www.eprocure.gov.in](http://www.eprocure.gov.in).

24.5 The price bid i.e., BOQ will be opened only those bids qualify technically.

**25. Clarification of Bids**

25.1 To assist in the examination and comparison of Bids, the employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakup of unit rates. The request for clarification and the response shall be in writing, but no change in the price of substance of the Bid shall be sought, offered, or permitted.

25.2 No Bidder shall contact the employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.

25.3 Any effort by the Bidder to influence the employer’s bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

**26. Examination of Bids and Determination of Responsiveness**

26.1 Prior to detailed evaluation of Bids, the employer will determine whether each Bid

(a) Has been properly digitally signed,

(b) Meets the eligibility criteria defined

(c) Is accompanied by the required Bid security and tender fees;

(d) Is responsive to the requirements of the Bidding documents.

(e) GST number to be quoted invariably by the 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 the 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:

* 1. Split the work and award the work in favour of more than one firm,
  2. 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 reserves 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 any 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.7) 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.

1. 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 8) 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 COMMENCEMENT OF WORK which is within 10 days from date of issue of Work Order. Party has to submit the followings after issue of LOI as:

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 a 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 handwriting should be avoided.

viii) All corrections/ additions made in the agreement are to be initialed.

**33. Performance Security**

33.1 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 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 contract/defect liability period.

33.2 Successful Bidder has to submit the Performance security as mentioned above within 21 days of receipt of Letter of Acceptance, failing which the work will not be awarded and the Bid Security i.e., EMD will be forfeited.

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

33.4 Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of bid security i.e. EMD.

33.5 The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.

33.6 The bank guarantee towards performance guarantee cum security deposit will be accepted in the form of bank guarantee from any nationalized bank / scheduled bank (except Co-operative Bank) having is branch at Gandhidham.

33.7 The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.

33.8 In case of submission of fraudulent documents with regard to Bank Guarantee against Performance Security by the Bidder shall be treated as major violation of the Tender procedure and in such cases, Black listing the contractor for the next three years.

33.9 The Performance Guarantee cum Security Deposit will be released as mentioned in Clause 33.1 above.

33.10 If applicable, the documentary evidence (copy of paid Challan in Govt. Treasury) of Welfare cess @1% of work done or as amended by Statutory Authority from time to time, paid on final bill shall be submitted before releasing the Performance Guarantee \

**34. Issue of Work Order**

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

**35. Time Schedule**

The Contract shall be effective within 10 days from the date of issue of Work Order and the work shall be completed within specified completion period (36 months from the date of commencement of work).

**36. Corrupt or Fraudulent Practices**

36.1The 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 Marine Engineer Gr.-I**

**Of Contractor Deendayal Port Authority**

**SECTION – II**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

**GENERAL CONDITIONS**

**1. Definitions**

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

**a.** “**Employer**” means Board of Authority of Deendayal Port, a body corporate under the Major Port Authority Act.2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or 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.

* + - 1. **“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.
      2. **“Chief Mechanical Engineer”** shall mean the Chief Mechanical Engineer of DEENDAYAL PORT AUTHORITY.
  1. **“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.
  2. 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.
  3. The **“Schedule”** shall mean the schedule or Schedules attached to the specifications.
  4. 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.
  5. **“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’.
  6. **“Approved” or “Approval”** shall mean approval in writing.
  7. **“Engineer-in-charge/Nodal officer”** shall mean any officer/Engineer authorized by Chief Mechanical Engineer for purpose of this contract.
  8. **“Day”** means calendar days, **“months”** are calendar months
  9. **“Equipment”** is the contractor’s machinery and vehicles brought temporarily to the site to construct the works.
  10. **“Material”** are all supplies, including consumables, used by the contractor for incorporation in the works.
  11. **“Plant”** is any integral part of the works which is to have 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**

1. The Board and the Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or dispute arising between them in connection with the contract. However, in case of failure of negotiation between the Board and the Contractor, the parties shall refer their present and future disputes relating to the contract itself or arising out of or concerning or in connection with or in consequence of the contract to the Chairman, DPA whose decision shall be final and binding on both the parties. The contract shall be governed by the Indian Contract Act, 1872.
2. **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.

* 1. 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 a situation, it may be considered as “Force Majeure” situation.

**6. Compliance with Statutes, Regulations:**

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

**7. Payment Terms: (Modified as per Clause No.1 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)**

1. 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).
2. 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).
3. 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)**

1. 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

* 1. Name of Party
  2. Account No.
  3. Branch Name
  4. Branch Station
  5. IFSC code of the bank
  6. 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. 2 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 contactor to the engineer in charge or his nominee before the commencement of work. All such insurances shall provide for compensation to be payable to the types and proportions of currencies required to be rectify the loss or damage incurred.

8.3 Alterations to the terms of insurance shall not be made without the approval of the engineer in charge or his nominee,

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

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

**9. Time Extensions:**

The Contractor may claim extension of the time limits in case of;

i) Changes ordered by Deendayal Port Authority.

ii) In case work is delayed on DPA’s Account, i.e. due to delay in approval of drawings, non-availability of site clearance or any other reason, DPA will consider time extension on merit. However, no compensation will be paid to the Contractor if work is delayed on DPA’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.

1. **Time is the essence of the contract:**

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

**11. Liquidated Damages**: **(Modified as per Clause No. 3 under Special Conditions, Section-III)**

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 ± 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. 4 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 DPA 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 Authority can avail input tax credit in timely manner. In case DPA is 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.”**

**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 Authority property shall be promptly made good by the Contractor at his own cost. In case the Contractor fails to repair/replace the damage, DEENDAYAL PORT AUTHORITY shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the bills of the Contractor or any money due to the Contractor from this contract or any other contract or any other transaction. In determination of the damage, the opinion of the Engineer-In-charge (EIC) shall be conclusive.

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 Authority. Further, in case of any delay due to stoppage of work ordered by the Port Authority to avoid interruption in other important activities of Port Authority 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 Authority.

**23. Termination:**

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

1. if the Contractor fails to execute the work within the period as specified in the contract or any extension granted by the Board;
2. 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.

* 1. The Board will pay the Contractor, for all the items that are completed and ready for delivery, within 30 days after termination. The payment shall be made only after all the afore-mentioned goods are supplied to and accepted by Deendayal Port Authority. The amount so decided by the Engineer-in-Charge in this regard shall be final and binding.
  2. In case of termination of contract for default by the Contractor, the Board may not permit the Contractor to participate in any of the future tender of Deendayal Port Authority for a period decided by DPA.
  3. The employer may terminate the contract if Contractor causes a fundamental breach of the contract.
  4. Fundamental breaches of contract include, but shall not be limited to the following:
  5. The contractor stops work for 28 days and the stoppage has not been authorized by the Engineer-in-Charge or his nominee.
  6. The contractor becomes bankrupt.
  7. 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
  8. 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.
  9. 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”.
  10. 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.
  11. 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 Authority 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 AUTHORITY and its agents & employees from & against any/all actions, claims, losses or damages arising out of

* 1. 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 DPA is unable to provide electricity and water the same will be arranged by the contractor at his own cost.

(ii) The employer will not provide Port Authority 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 AUTHORITY. If the deviation statement submitted by the bidder does not contain any item, then it shall be construed that the bidder has accepted the same and no request from the Contractor, for any change, shall be accepted by DPA at a later stage. In any case, no change in specifications given in the tender agreement shall be permitted.

However, only in unavoidable circumstances, Deendayal Port Authority may consider such requests from the Contractor, provided the Contractor submits 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. 6 under Special Conditions, Section-III)**

* + 1. The Third Party Inspection Agency shall be arranged by DPA and cost of Third Party Inspection mentioned below shall be borne by DPA.
    2. 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 DPA.
    3. The Third Party shall carry out inspection of work as per tender specification/relevant standard.
    4. 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.

1. **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.

1. **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 AUTHORITY 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 Marine Engineering Gr.-I**

**of Contractor Deendayal Port Authority**

**SECTION –III**

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

**1.** **Payment Terms: (The Clause No. 7 of Section-II is replaced as under)**

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

**1.1** **Monthly Charges**: DPA shall pay to the Contractor the lump sum charges under the following heads per month per Craft, as quoted in **Schedule-B.** The rates quoted will be firm and not subject to any form of escalation:

**1.1.1** Comprehensive AMC of Craft, Engines and Equipments including but not limited to routine, preventive, periodic, breakdown, minor, major and dry docking R&M of crafts as well as its equipments & Machineries and complete technical management of the crafts.

**1.1.2** Round the clock Operation and manning of crafts as per IV/MS Act requirements (as per BHP & tonnage).

**1.1.3** Supply of Engine Stores and Chemicals required on monthly basis for O&M need.

**1.2** **Painting Charges**: Charges for painting work as specified in clause 8.10 of Scope of Work shall be paid as and when painting work will be carried out after completion of painting per craft.

**1.2.1** Cleaning/chipping/painting of the entire engine room including but not limited to E/R bulkheads, Floors, pipelines, valves, tank bulkheads, exhaust trunking including insulation (HR paints), foundation of equipment and machineries in E/R, bilges including bilge floors, valves etc. with min. one year of guarantee.

**1.3** Payment towards painting as per clause 1.2 shall be made after successful completion of E/R painting in all respect of individual craft. Bill for painting shall be included in the monthly running bill of the month, in which painting work completed successfully.

Contractor shall submit the monthly bill along with other maintenance schedule dully filled up and complete in all respect e.g. Labour Report, Staff Profile, TPIA report etc for that month and payment shall be released to the Contractor as per Tender Conditions.

The charges payable is subject to the deductions as per Penalty **Clause 4 of SCC (Section-III)** hereinafter and also any other deductions mentioned elsewhere in the contract.

**1.4** If the required OEM spares are not available with DPA, the Contractor shall procure the spare parts from/through Original Equipment Manufacturers (OEM)/their authorized dealers on behalf of DPA after obtaining prior approval of DPA as per tender condition. The spares shall be deposited in DPA store and the spares will be issued by DPA to the contractor as per requirement. In such an event DPA shall reimburse the Contractor the actual invoice price of the spare parts in Indian rupees upon submission of invoices along with supporting documents i.e invoice of OEM in proof of having purchased the items from the OEM / authorized dealers with the guarantee / warranty etc., and the taxes and duties paid for such purchases. Transportation cost shall be the responsibility of the contractor. DPA shall not pay separate charges of transportation. It is to be noted that it is the prime responsibility of the Contractor to keep the crafts in commission at all times and as such penalty for non availability of the crafts as per **Clause 4** of SCC (Section-III) will be levied on Contractor for the period the crafts is out of commission.

**1.5** If the requirement of OEM spare part/material for repair is up to Rs. 10,00,000/- (Rupees Ten Lakhs only) in value, the Contractor shall procure/carry out the same on his own with the prior approval of DPA, who shall reimburse the cost after receipt of all spares in good condition at Kandla store and submission of all relevant documents.

**1.6** If the requirement of OEM spare parts/material for repairs exceeds Rs. 10,00,000/- (Rupees Ten Lakhs only) in value at a time, the Contractor may opt for one of the following option and same shall me mentioned clearly in the Contractor’s letter to be submitted along with quotation for prior approval of DPA:

**1.6.1** May be paid in advance the entire value of the spares/materials charges on furnishing an irrevocable Bank Guarantee of Nationalized bank for equal amount. However, an interest at the rate of 18% per annum will be charged on such advance if it is found that the advance is not utilized or delayed i.e. the permissible time limit in Supply Order for supply of spares, for the purpose for which it was paid. The irrevocable BG shall be furnished to DPA to ensure proper appropriation and utilization of the funds for the purchase of spare parts/materials. However, DPA will reimburse the bank charges incurred on obtaining the BG subject to a maximum of 3% p.a. of the value of the BG, on production of documentary evidence. The said bank guarantee shall be released within 30 days after the crafts is made available for port operations after using the spares, if the craft is unoperational due to want of spares or received in DPA stores which are purchased as critical /routine/additional spares.

**OR**

**1.6.2** The contractor after taking approval from DPA may directly pay the amount of spares to the OEM/Authorized dealer and procure the spares without taking any advance from DPA. Reimbursement shall be made after receipt of all materials in good condition in DPA stores and submission of all relevant documents. In this case the contractor shall be paid 1.0% of material/spares value as ad-valorem charges.

**2. Insurance**: **(The Clause No. 8 of Section-II is replaced as under)**

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

a) Personal injury or death.

**3.** **Penalty: (The Clause No. 11 of Section-II is replaced as Penalty Clause as under)**

**3.1** The Contractor shall ensure that each Launch is always ready for operation on demand. Each Launch will be allowed for maintenance period as mentioned under clause No. 15 of Section-V for planned/ preventive, major, dry dock etc maintenance. Each Launch should be available 100% of total hours per month after deducting the period of maintenance as mentioned under clause 15 of Section-V.

**3.2 Availability calculation shall compute as under**:

Let (A) = Number of possible Launch hour in a month.

B= Number of hour the Launch is available under maintenance.

C= Net hours of Launch after planned /preventive, major, dry dock maintenance in a month.

D= 100% of hours, the Launch worked in a month.

E= Net availability of Launch.

F= Availability maintained or not, if any.

G= Penalty @ Rs. 1000/- per hour per Launch for pilot launch ML Magh & ML Rohini, @ Rs. 2000/- per hour per Launch for pilot launch ML Swati & Survey Launch ML Nirikshak and @ Rs. 500/- per hour per Launch for mooring launch.

**The time required for taking approval for procurement of OEM spares through the contractor, lead time (delivery period) of OEM spares will be treated as delay from DPA side & will be considered on merit and no penalty will be imposed on the contractor for this period.**

**Penalty calculation of Launch on monthly basis:**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Period\* (Monthly)** | **Total hour in month** | **Allowed\*\* Planned /preventive, major, dry dock Maintenance for each Launch** | **Actual Hour In a month (A-B)** | **100 % hours of Sr. No. (C)** | **Availability of Launch in hours** | **Short fall hours if any i.e. (D-E)** | **Penalty @ Rs.2000/1000/500 per hour per launch** |
|  | **A** | **B** | **C** | **D** | **E** | **F** | **G** |
|  |  |  |  |  |  |  |  |

**3.3 SHORTFALL OF STAFF:**

In the event the Contractor fails to employ at any time during the currency of the Agreement, the maintenance/ base staff confirming to the minimum scale as indicated at **Annexure-C (clause No. 18) of Section-V**, DPA shall deduct a sum of Rs. 2,000/- plus applicable GST, per day or part thereof for short deployment of each maintenance/ base staffs and a sum of Rs. 3000/- plus applicable GST, per day or part thereof for short deployment of each operational staff and for Engineer Superintendent a sum of Rs. 6,000/- plus applicable GST, per day or part thereof. Such deductions may be deducted by DPA in addition to any damages or claims that DPA may have raised against the Contractor from the contractor bill/SD.

During the entire contract period, if any of the Launches (ML Swati and ML Nirikshak) goes out of operation due to shortage of operational manpower, penalty will be imposed for shortfall of staff in addition to the penalty for non-operational of the Launch i.e. @ Rs. 2000/- per hour per launch.

**3.4 DELAY IN PROCUREMENT OF OEM SPARES:**

In case the contractor fails (reasons attributable to contractor) to procure the material/SPARES (OEM items) within the time limit mentioned in the supply order as per clause No. 10.3 of Section-V, penalty at ½% of the “Supply Order Value” per week and part thereof may be recovered till supply of the material, limited to maximum of 10% of the “**Supply Order Value**”.

**3.5 Maintenance:**

Routine maintenance shall be planned in such a way that, at any given time during currency of contract, out of three pilot launches minimum two pilot launches and out of four mooring launches minimum two mooring launches shall be in commission. For shortfall of each pilot/mooring launch compared to the minimum requirement attributable to the Contractor, penalty at the rate of Rs. 10000/- per launch per day or part thereof shall be recovered from the payment of contractor till the minimum requirement is fulfilled.

**3.6 Utilization of Operational staff to other Launches:**

The penalty as mentioned under clause 4.2 above for Pilot Launch ML Swati & Survey Launch ML Nirikshak shall be applicable @ Rs. 2000/- per hour per launch. However, with mutual consent, the operational staff of non-operational Launch (due to maintenance), during out of commission/non-operational period, may be deployed on other launches under this AMC contract. In this case the penalty on non-operational Launches (due to maintenance) shall be applicable @ Rs. 1000/- per hour per launch in place of Rs. 2000/- per hour per Launch, for the period operational staff is utilized for operation of other Launch. This may be noted that in this case operations liabilities of other running Launch (in which operations staff deployed) will also lie with the contractor with the same terms and conditions as applicable for ML Swati and ML Nirikshak.

**Note: In any case minimum one personnel as watch and ward for safety of craft shall be deployed round the clock on crafts taken over by the contractor for complete O&M (ML Swati and ML Nirikshak). In case contractor fails to do so, DPA may deploy his own staff for the safety of own assets and cost incurred towards this by DPA shall be recovered from the contract’s bill/SD.**

**3.7** The penalty to the contractor shall be imposed only for the delay/reasons attributable to the contractor, however, any delay/reason from DPA side, no penalty shall be imposed and reduced rate of payment shall be applicable as per terms of the contract.

**3.8**  As per clause No. 8.36 of Section-V, the contractor has to carry out registration of Pilot Launch ML Swati & Survey Launch ML Nirikshak in GMB/MMD and classed with the IRS Class within 6 months from the commencement of the contract. Delay in registration will attract penalty @ Rs. 3000/- per day per Launch after expiry of 06 months from the commencement of work subject to maximum of Rs. 5,00,000/- per launch. However, DPA reserves the right to carry out the registration work from outside agencies and deduct the difference of amount already deducted after expiry of six months from contractors bill and 5,00,000/- with intimation to the contractor.

e.g. after six months and 20 days from commencement of contract, if DPA wants to opt for registration through outside agency, amount recovered from contractor bill will be : (5,00,000-3000\*20) = Rs. 4,40,000/- each Launch

**3.9 Shortfall of Store Items**:-In case, the contractor fails to maintain requisite quantity of store items as mention under clause 19 Annexure-D of Section-V penalty at the rate of Rs. 200/- per item per day part therof will be recovered from the payment of contractor R.A Bill the materials is deposited by the contractor.

**3.10 Non-submission of reports/registers/files.:-** The contractor is required to submit monthly//two month/quarterly/half yearly reports and registers/files as per clause No 8.21, 8.24, 8.25, 8.35 of section- V & 49a of section-II . If the contractor fails to submit the same within the stipulate time as per tender condition, a penalty of Rs. 500.00 for each reports/registers/files per day and part thereof will be levied.

**3.11 Delay in commencement of AMC work:**

If the contractor fails to commence the work with full-fledged staff and with other

requirements as per tender condition, penalty at the rate of Rs. 1,000.00 per day

and part thereof will be imposed.

**3.12** If the contractor fails to carry out maintenance work as per planned

maintenance schedule (OEM schedule) the penalty at the rate of 1,000/- per

activity per day the part there of will be imposed.

**NOTE: - The maximum amount of penalty will 100% of the contract**

**value. This shall not include penalty under clause no. 3.4 of section III**

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

**4.1** The major works on main engine, generator engine and gearbox as well as dry dock repair work shall be warranted for six months from the date of test and trial or as per OEM policy whatever is applicable.

**4.2** E/R Painting: guarantee period of minimum one year.

**5.** **Third Party Inspection: (The Clause No. 46 of Section-II is replaced as under)**

DPA shall appoint the TPIA for monitoring the AMC work, if any observations/queries are made by Third Party Inspection Agency; the same shall be complied by the Contractor before the next scheduled visit. The TPIA will check and certify the same in the next visit. Payment for subsequent months may withhold if any observation/queries raised by TPIA are not complied by AMC Contractor (under the scope of AMC works). The charges incurred for Third Party Inspection Agency (TPIA) will be borne by DPA.

**6.** **Rejection:**

Substitution, changes or delays shall not be accepted unless confirmed by DPA. Rejected materials, if any, shall have to be collected from DPA site within two weeks after receipt of intimation by DPA.

**7.** **Reduced Rates for non-availability of Launches due to delay in procurement of OEM spares/ Major spares or any other reason attributable to DPA:**

**7.1** If any Launch is withdrawn from operation/remains out of operation owing to insufficient OEM spares/ major spares or any other reason attributable to DPA for more than 10 days, the payment towards contract shall be made at reduced rate of **20%** of the payment terms as mentioned in **clause-1.1.1 (comprehensive AMC) and 1.1.2 (complete O&M) of SCC(Section-III) only** on pro rata basis from the date of confirmation of delay or 11th day from date of out of operation, whichever is earlier till the launch is put into operation. In case of delay is confirmed to be more than 90 days, the payment towards contract shall be made at reduced rate of **10%** of the payment terms as mentioned in **clause-1.1.1 (comprehensive AMC) and 1.1.2 (complete O&M) of SCC (Section-III) only** on pro rata basis from the date of confirmation of delay or 91st day from the date of out of operation, whichever is earlier till the Launch is put into operation. However, payment towards painting of crafts shall be made as per actual as mentioned under **clause-1.2 (payment term) of SCC (Section-III).**

It is also to be noted that, with mutual consent, the operational staff of non-operational Launch (ML Swati and ML Nirikshak), during out of commission/non-operational period, may be deployed on other launches under this AMC contract. In this case the payment towards clause No.1.1.2 of payment terms of SCC (Section-III) shall be made in full for the period for which operational staff is utilized for other craft.

**7.2** If any of the Launches remains out of order / operation at the time of commencement of AMC for whatsoever reason, then the contractor shall take over all the Launches for maintenance as per direction of EIC, however, the launch which is to be withdrawn from the contract due to un economical repair cost or completion of economical life or any other reason shall not be handed over to the contractor. Payment towards comprehensive AMC shall be made at reduced rate of **20%** of **clause-1.1.1 (payment term) of SCC (Section-III) only** on pro rata basis from the 11th day of taking over of Launch. In case of delay is confirmed to be more than 90 days, the payment towards AMC shall be made at reduced rate of **10%** of the **clause-1.1.1 (payment term) of SCC (Section-III) only** on pro rata basis from the date of confirmation of delay or 91st day from the date of taking over, whichever is earlier till the Launch is put into operation. However, payment towards painting of crafts shall be made as per actual as mentioned under **clause-1.2 (payment term) of SCC (Section-III).**

However, for both the above clauses (7.1 & 7.2 above), the Contractor shall maintain the machineries and equipments of the non-operational crafts in good working running condition.

**8.** In case any of the works under this contract are not performed by the Contractor, like repairs, maintenance, painting, dry docking, surveys etc., then DPA shall carry out the same at the risk and cost of the Contractor with 20% overheads.

1. Contractor to note that DPA is bound by various guidelines/ rules/ regulations of public procurement. Hence, the Contractor has to follow the same while seeking approvals from DPA for spares procurement as and when required.
2. The bidder shall execute Integrity Pact placed at Section-IV of the Tender Forms as Form – 6.

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 Authority” 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, their entire Earnest Money Deposit would be forfeited and in addition, 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 Marine Engineer Gr.-I**

**of Contractor Deendayal Port Authority**

**SECTION IV**

**FORMS OF BID**

**Part – I**

**To be submitted by Bidders with their Bids**

|  |  |
| --- | --- |
| **NOS. OF FORMAT** | **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 | Integrity Pact |

**Part – II**

**To be used by successful Bidder**

|  |  |
| --- | --- |
| **NOS. OF FORMAT** | **NAME OF FORMS/FORMAT** |
| 7 | Letter of intent |
| 8 | Form of Agreement |
| 9 | Certificate of classification society |
| 10 | Certificate of manufacturer |
| 11 | Bank Payment Agreement Form |
| 12 | Specimen bank guarantee of Performance Guarantee/Security Deposit |
| 13 | Letter of authority from bank for all BGs |
| 14 | Format of Extensions (Part – I) |
| 15 | Format of Extension (Part-II) |
| 16 | Specimen Bank Guarantee for EMD/Bid Security. |

**Form -1**

**SPECIMEN OF APPLICATION**

(To be executed on bidder’s letter head)

To

The Marine Engineer Gr.-I

DEENDAYAL PORT AUTHORITY

(Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

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

Pin Code: \_\_\_\_\_\_\_\_\_\_\_\_

Dist.- Kutch (Gujarat)

We, the undersigned, declare that:

1. we have examined and have no reservations to the tender documents, including addenda and clarifications issued vide **……….**
2. 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 **MS/WK/4068.**
3. 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.
4. 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.
5. Joint Venture/No Joint Venture.
6. 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.
7. 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)

**Form -2**

|  |
| --- |
| **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)

* 1. **Turnover of the Firm**

|  |  |  |
| --- | --- | --- |
| Description | Year | Turn over |
| (insert the year as per PQC)  i.e. last three financial years ending 31st march of the previous year | 2019-20 |  |
| 2020-21 |  |
| 2021-22 |  |

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**

* 1. **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. | 2015-16 |  |  |
| 2016-17 |  |  |
| 2017-18 |  |  |
| 2018-19 |  |  |
| 2019-20 |  |  |
| 2020-21 |  |  |
| 2021-22 |  |  |

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 litigation history in which the bidder is involved.**

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

**5. 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)

**Form-3**

|  |
| --- |
| **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:

1. The information furnished in our bid is true and accurate to the best of my knowledge.
2. 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.
3. 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.
4. We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
5. 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.
6. We also declare that, our firm has not been banned / de-listed by any government or PSUs**.**
7. 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) \_\_\_\_\_\_\_\_

**Form-4**

|  |
| --- |
| **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:

**Form-5**

|  |
| --- |
| **EXCEPTIONS AND DEVIATIONS** |

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr. No.** | **Page No. of Bid Document** | **Clause No. of Bid Document** | **Subject Deviation** |
|  |  |  |  |

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

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

Date on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_ [insert date of signing]

**Form-6**

**INTEGRITY PACT**

**BETWEEN**

**DEENDAYAL PORT AUTHORITY (DPA) 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 offense 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 offense, under the relevant Anti Corruption 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 offenses outlined above or be an accessory to such offenses.

**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 an 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 violate 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 Shri S K Sarkar, IAS (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/Contactor. 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 offense, under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offenses, 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 to 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/2023

1. The bidder has to execute Integrity Pact agreement with Deendayal Port Authority (as per Bid Response sheet No.10 and Shri S K Sarkar, IAS (Retd.) has been nominated as Independent External Monitor for the Integrity Pact whose address is as under:
2. Shri S K Sarkar, IAS (Retd.), B-104, Nayantara Aptt., Plot 8 B, Sec 07, Dwarka, New Delhi-110075.

Mobile No.: 09811149324

E-mail: sksarkar1979@gmail.com

**Form-7**

|  |
| --- |
| **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 AUTHORITY**

**Form-8**

|  |
| --- |
| **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 Authority of the Deendayal Port, a body corporate under Major Port Authority Act, 2021 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.

WHERAS the Board is desirous of carrying out the work of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ And whereas the Contractor has offered to execute and complete such work.

WHERAS 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 WITHINESS 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 Marine Engineer Gr.-I 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 WITHNESS 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 Authority

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

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Secretary

2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Deendayal Port Authority

**Form-9**

**(Applicable in case Procurement of Equipments)**

**(CERTIFICATE ISSUED BY CLASSIFICATION SOCIETY ON THEIR LETTER HEAD)**

**To,**

**M/s DEENDAYAL PORT AUTHORITY,**

**Kandla (Kutch) Gujarat,**

**INDIA.**

**This is to certify that the (name of equipment) designed, manufactured and supplied to DEENDAYAL PORT AUTHORITY 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 AUTHORITY.**

**Signature & Seal of Authorized**

**Representative of Classification Society.**

**Form-10**

**(Applicable in case Procurement of Equipments)**

**(CERTIFICATE ISSUED BY MANUFACTURER ON THEIR LETTER HEAD)**

**To,**

**M/s Deendayal Port Authority,**

**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 Authority.**

**Signature & Seal of Authorized**

**Representative of the Manufacturer**

**Form – 11**

***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 DPA to this account will be accepted by either RTGS / NEFT.

**Signature of the Bank Manager**

**Form-12**

**SPECIMEN BANK GUARANTEE TOWARDS PERFORMANCE**

**GUARANTEE/SECURITY DEPOSIT**

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

To,

The Board of Authority of Deendayal Port Authority,

DEENDAYAL PORT AUTHORITY

A.O.Building, P.O.Box No.50,

Gandhidham-Kutch.

1. In consideration of the Board of Authority of the Deendayal Port incorporated by the Major Port Authority Act, 2021 (hereinafter called “The Board” which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Authority of the port of DEENDAYAL PORT AUTHORITY, 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 starting 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2023

For (Name of Bank) (Name) Signature

**Form-13**

|  |
| --- |
| **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 Authority

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-14**

**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) 1st extension vide EE’s No. Dated Month Days

(b) 2nd extension vide EE’s No. Dated Month Days

(c) 3rd extension vide EE’s No. Dated Month Days

(d) 4th extension vide EE’s No. Dated Month Days

Total extension previously given.

1. Reasons for which extensions have been previously given (Copies of the previous application should be attached)
2. Period for which extension is applied for
3. 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.
4. Serial No.
5. Nature of hindrance
6. Date of Occurrence
7. Period for which it is likely to last
8. Period for which extension required for this particular hindrance
9. Overlapping period if any, with reference to item…………
10. Net extension applied for
11. Remarks, if any.

Total period on account of hindrance mentioned above………

Month………Days

1. Extension of time required for extra work
2. Details of extra work and amount involved:
   1. Total value of extra work
   2. 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:**

**Form-15**

**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.

1. Acknowledgement issued by S.D.O. vide his No.………..dated
2. 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 Sub- Divisional Officer

Dated:

**(To be filled in by the Marine Engineer Gr.-I)**

1. Date of receipt in the Divisional Office.
2. Marine Engineer Gr.-I remarks regarding hindrances mentioned by the Contractor.

s

* 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.

* 1. Net period for which extension is recommended
  2. Remarks as to why the hindrance occurred

And justification for extension recommended.

1. Marine Engineer Gr.-I’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 Marine Engineer Gr.-I

Date

Dy. HOD/SE’s recommendations

Signature of Marine Engineer Gr.-I

Date

HOD’s recommendations/approval.

Signature of Chief Mechanical Engineer

Date:-

**Form-16**

**Specimen EMD (Bank Guarantee Format)**

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

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

(Bank’s name and address of Issuing Branch or Office)

Beneficiary’s Bank details are as under:

Account No 10316591671

ISFC Code: SBIN0060239

Beneficiary: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name and Address of Employer/Board)

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

Tender Guarantee No.: \_\_\_\_\_\_\_\_\_\_\_

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

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

(a) Has withdrawn its Tender during the period of tender validity specified by the Tenderer in the Form of Tender; or

(b) Having been notified of the acceptance of its Tender by the Employer/Board during the period of Tender validity, (i) fails or refuses to execute the Form of Agreement, if required, or (ii) fails pr refuses to furnish the performance guarantee, in accordance with the Instructions to Tenderers.

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

(a) If the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or

(b) If the Tenderer is not the successful Tenderer, upon the earlier of

(i) Our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or

(ii) Twenty-eight days after the expiration of the Tenderer’s tender or any extended period thereof;

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

[Signature(s)]

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

**SECTION V**

**Scope of Work & Technical Specifications**

1. Deendayal Port Authority (DPA) is in possession of 8 nos. of port owned crafts i.e. 3 Pilot Launches- ML Swati, ML Magh & ML Rohini, One Survey Launch- ML Nirikshak & Four Mooring Launches- ML Atri , ML Alok, ML Hasta & ML Vishakha

2. The Maintenance Contract will be entered for 03 years initially from the date of commencement of work. However, the same may be extended for any period maximum up to 1 year on the same Rates, Terms & Condition with mutual consent.

3. The detailed specifications of these crafts are enclosed at **Annexure-A.** These crafts shall primarily be used for piloting, survey, mooring operations and also for other allied services at Deendayal Port Authority. Survey launch ML Nirikshak may be utilized at Kandla, Tuna & Vadinar as per DPA requirement without any additional cost. The launches are required to perform all lawful duties required by the Owner (DPA) including but not limited to assisting ocean going vessels in Port.

4. The scope of work may be increased or decreased as per the requirement of DPA in future i.e. addition or deletion of any craft for Operation & Manning and/or Maintenance from the contract as per requirement of DPA. The additional scope of work shall be governed under the same terms and conditions. The charges as applicable will be increased or decreased as per rates provided in the contract. DPA reserves the right to withdraw any crafts (Operation & Manning and/or Maintenance) from the contract at any time **(at commencement of contract or in between)**, if he so desires at discretion of DPA management. For addition or deletion of any craft as mentioned above, a max. of 10 days prior notice may be given by DPA and payment will be made accordingly.

5. The job specifications given 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 safe marine practices.

6. **CONDITION OF CRAFTS**:

The contractors are advised to inspect & survey the crafts and verify the documents available before offering the rates. The Contractor shall accept the Crafts and its equipment on “as is where is” basis and DPA makes no representation or warranty whatsoever. DPA however will make available to the Contractor the certificates and documents pertaining to the said Crafts, which are available with DPA, for inspection and it will be deemed that the Contractor has inspected the same and is satisfied with the documents, class certificates, registration, licenses etc., and the condition of the said Crafts. The Contractor shall not be entitled to make or lodge any claim against DPA on account of any agreement, representation or warranty, either express or implied, with respect to the condition of the Crafts and pre-inspection of crafts to access the condition.

7. **LIABILITY OF DPA:** DPA shall: -

7.1 Endeavor to make available drawings, manuals and certificates of the crafts to the Contractor as and when required for carrying out his obligations hereunder. However, if any specific drawing/manual/certificate pertaining to any machinery/equipment/craft is not available with DPA, the contractor has to arrange the same at his own cost. No request in this regard shall be entertained.

7.2 Assist, without any commitment, the Contractor in obtaining clearances from Government agencies to import spares on DPA’s behalf only up to the extent of issuing letter of request to the different agencies/authorities.

7.3 Dry Docking facility and fire watch for hot work for repair and maintenance shall be provided by DPA free of cost but **shore power supply shall be provided on chargeable basis** as and when required. However, prior written permission from the concerned division/department of DPA has to be obtained by the contractor well in advance so as not to affect the maintenance work.

7.4 DPA shall supply fuel oil, lube oil and fresh water to crafts.

7.5 Contractor shall carry out all necessary surveys as per statutory requirement. Expenditure towards carrying out these surveys such as, labour charges for repairs/renewal etc., shall be borne by the Contractor, however, dry docking facility along with dry dock crane shall be provided by DPA free of cost. The labour cost of any major/minor overhaul, repairing of the equipments on crafts as required by the surveyor shall be borne by the contractor. The statutory fees payable to the MMD/GMB/DG Shipping shall be paid by DPA directly. IRS Class visits for survey & other requirements as and when required for all the works awarded to contractor under this contract shall be arranged by the contractor at his own cost, DPA will not entertain any reimbursements in this regard.

7.6 The contractor may be provided space at inside or outside the port area for office space and staff rest room cum store room, if available, on chargeable basis as per DPA’s S.O.R. The premises will be handed over in good conditions, however the contractor will be responsible for the maintenance, upkeep and hygiene of office space cum staff rest room provided to them. Also the contractor will be responsible for any damage to such premises during the tenure of the contract & the premises to be repaired by the contractor at their expenses. The contractor has to pay the electricity charges as per meter reading and water charges as fixed by DPA time to time along with rent as per DPA rate fixed time to time. The contractor will have to install a suitable energy meter approved by DPA for electricity consumption, if not installed by DPA.

7.7 Two quarters may be allotted to the contractor, if available, at DPA Kandla Colony, on chargeable bases as per prevailing rate & rent as per DPA Norms during the tenure of contract and the same shall be handed over by contractor on completion of contract to DPA, failing which standard rent as per prevailing DPA norms will be deducted & stern action will be initiated. Last month’s payment towards AMC charges will be released after deduction of all kind of dues arise out of anything and subject to handing over the Quarter/Quarters, Office Rooms allotted to the contractor. For office cum restroom and store space /plot space may be allotted inside or outside jetty area, if available, on chargeable bases as per DPA Norms.

7.8 AC’s and various Radio equipment e.g. GPS, Radar, AIS, VHF /Walkie –Talkie shall be maintained and replaced by DPA.

7.9 Hull and Superstructure including accommodation area shall be maintained by DPA. Steel renewal, grit blasting, thickness gauging, hull, deck and superstructure painting, fender renewal/repairing, renewal of zinc anodes of hull, steel/fiber repair work of superstructure, wooden work, upkeeping of accommodation/cabins/navigation bridge, cementing & plumbing works of superstructure shall be carried out by DPA.

7.10 OEM spares for Main Engines, Generator Engines, Gearbox as well as major spares i.e. propeller shaft, rudder and propeller shall be provided by DPA, contractor has to raise the requirement well in advance for efficient operation of crafts. However, reconditioning of major spares will be in the scope of contractor including transportation and other requirements.

7.11 Mooring ropes for all the crafts shall be provided by DPA.

8. **LIABILITY OF THE CONTRACTOR (PERTAINING TO MAINTENANCE OF ALL CRAFTS) :**

8.1 The Contractor will maintain the Crafts and equipments installed on craft i.e. navigational lights, deck lights, superstructure lights, search light, engine room lights, rudder indicator, Windscreen wiper/CVS, Wall mounted fan etc. (AC and Radio equipment i.e GPS, Radar, AIS, VHF /Walkie –Talkie shall be maintained and replaced by DPA, however power supply to these equipment shall be ensured by the contractor). Contractor has to maintain Engine side & equipments installed on crafts in a good working state with proper repair and in efficient operating condition during the entire term of the Agreement **including the cost of consumables, spares, materials, Tools & tackles, transportation etc., except the OEM spares for Main Engines, Generator Engines and Gearbox** **as well as major spares i.e. propeller shaft, rudder and propeller.** All the DPA Crafts shall be maintained as per the standards of IRS Class, regardless of possession of Class certificates, i.e. keeping the crafts in Class, if it is in class and if not in class than also to be maintained as per standard of Class. The crafts in class shall be maintained with statutory certification as required by the DG Shipping/GMB/MMD or other regulatory authorities.

8.2 The Contractor shall be responsible for all the maintenance including but not limited to routine maintenance, preventive maintenance, breakdown maintenance of all deck and engine side machinery under their scope i.e. Engines top overhauling/ major overhauling, routine and preventive maintenance e.g. renewal of filters, cleaning of coolers/heat exchangers, cleaning of various strainers, renewal of lube oil, tappet adjustment, injectors pressure testing/ calibration, FIP calibration/servicing, turbocharger repair and maintenance, starters & battery charger of engines, replacement of zinc anodes of various heat exchangers of Main Engines & Generator Engines, Cleaning of fuel tanks (service and storage), repair and maintenance of gearboxes, repair and maintenance of engine room blowers, air trunking, various pumps, electrical/mechanical remote control for operating the Main Engines, electrical remote/switch for steering, repair/ rewinding/ maintenance of 415 volt alternators, various motors, switchgear, electric panels, maintenance of batteries, repair and maintenance/ reconditioning of rudder, hydraulic/mechanical steering gear system, propeller, propeller shaft, shaft-seal, dry docking, surveys etc. and complete technical management of the crafts at his own cost, either through self-maintenance team or through reputed workshop or through OEM/ authorized dealer as the case may be. No additional cost shall be payable to the Contractor for carrying out these maintenance work. Delays, if any by workshops, shall not be an excuse for not completing repairs and commissioning the crafts in time. Before starting any scheduled work, permission from the EIC shall be obtained.

8.3 The contractor shall be responsible for carrying out repair/ maintenance/ renewal of various pipe lines, hoses and Valves as per existing schedule i.e. sea water, fresh water, hydraulic, bilge, fuel, fire, exhaust etc. Greasing of shaft/ motors/ hydraulic system, cleaning/repair/renewal of various filters/sea water strainers in engine room, repair/maintenance/ renewal of all type of air vents on deck etc. **including the cost of consumables/materials** will be in the scope of contractor.

8.4 The list of equipment / machinery installed on board each craft is enclosed at **Annexure ‘A’.** A routine maintenance has to be carried out for each of these equipment/machinery as per the instruction of Manufactures i.e. OEM Schedule. The Contractor is responsible for making a check list of routine maintenance schedules with respect to running hours of the equipments & machineries. This check list will be approved by DPA and at the end of every month the complied check list shall be submitted to DPA. The contractor shall prepare each equipment wise maintenance schedule of each craft based on running hours or period for performing the maintenance work (PMS). The Maintenance Schedules are indicative and subject to review by EIC as and when need arises which will be final and binding on the contractor without any financial implication.

8.5 The Contractor will be responsible for submission of complete detailed list of defects at the end of each month indicating the real cause of each defect and suggest remedial action to overcome the problems / defects. The Contractor shall monitor and analyses the problems and the rectification, trouble-shooting should be carried out by the Contractor. The cost towards labour of all repairs /major overhaul will be borne by the contractor. However, Contractor has to prepare a complete list of spare parts required for these repair and submit with justification for approval of DPA.

8.6 The Contractor has to intimate the complete plan of any unscheduled repair work indicating the time required for such repair. Work shall be started only after consent of EIC. **In case of any repair which is arising out of negligence, ignorance, malafide intention of the Contractor shall be made good at the cost of contractor including the cost of material/spares within a reasonable period of time acceptable to DPA, failing which the cost of the damages assessed by DPA shall be deducted from the bill of the Contractor.**

8.7 The Contractor agrees to carry out survey / dry-docking the crafts for the purposes of statutory requirements or for any other reasons as and when required. The facility of dry dock including dry dock crane shall be provided by DPA free of cost for such works, however, **shore power for dry dock purpose shall be provided on chargeable basis.** A suitable **power consumption meter is to be installed by contractor and required permission needs to be obtained from concerned Electrical Division, DPA**. The Contractor should plan the Survey / Dry-Docking well in advance with due consent of EIC or his representative for availability of craft.

8.8 Any type of Hot work e.g. welding, gas cutting etc. required to fulfill the obligation of repair and maintenance as per scope of work shall be the responsibility of the contractor, including but not limited to tools & tackles, welding machine, electrodes, gasess, cutting torch, nozzles etc. Necessary permission for hot work shall be obtained by the contractor well in advance, Fire watch for hot work shall be provided free of cost by DPA.

8.9 The Contractor shall be responsible for periodical surveys and obtaining the certificate for renewal/fresh from various competent authorities required for the operation of the crafts under existing laws, rules and regulations of Govt. of India, Classification Societies and other statutory organizations.

8.10 The contractor has the responsibility of cleaning/chipping/painting of Engine room - all engine room, pipelines, valves, bilges, platform, bulkhead. The painting has to be done in accordance with paint manufacturer. **The Contractor has to procure reputed marine quality paints of International/ Sigma/ Jotun make**. The painting of the crafts under the scope of contractor as mentioned above shall be  **as and when required basis** including the touch up/spot painting in between. The painting shall be carried out as directed and required by DPA. The required surface preparation for satisfactory painting will have to be carried out by the Contractor before applying the paint. The Contractor has to carry out the painting including surface preparation by chipping, manual scrapping cleaning etc., at his own cost. Contractor should take proper precaution against pollution, Fire etc safety precautions during painting.

8.11 The Contractor has to arrange suitable transport facility as when required at at his own cost for mobilizing the Maintenance, Operational, Base staff etc. in a timely manner. It should be available for all purposes including transportations of materials as well as manpower as required for successful execution of the contract.

8.12 The Contractor shall ensure that the preventive maintenance of the crafts is being carried out as recommended by the OEM and as suggested/required by DPA. The Contractor shall be responsible for the comprehensive maintenance of the crafts offered to them under the agreement and to keep the crafts always in proper class (if in class) and seaworthy condition for the scope of work awarded under this contract.

8.13 The Contractor shall confirm the availability of the total number of staff as indicated at **Annexure-‘C’**, being deployed for the **Maintenance and Operation** of the crafts.

8.14 In the event, contractor finds any of their employees not conforming to the rules of discipline etc., he shall be free to take action against such an employee as deemed necessary by observing due process of legal requirements. During the period of the Contract, if the Contractor intends to induct new work men or make alterations in their grade the same should be within the contract conditions and the Contractor shall communicate the same for acknowledgement of DPA.

8.15 The Contractor shall be liable for all acts of omission and or commission of the staff deployed by the Contractor and also for all liabilities pertaining to their salaries, allowances, clothing, lodging & fooding, proper safety gears, victuals, medical facilities, insurance coverage as per applicable labour laws or any other requirements pertaining to their staff at the risk & cost of the Contractor only, DPA will not entertain any other expenses or liabilities in this regard.

8.16 The Contractor shall attend to all Port and customs formalities, obtain Port clearances etc., at his own cost as and when required. The Contractor has to arrange for port entry passes and transportation for the Operation/maintenance staff and material at their cost for entering/out Port.

8.17 The Contractor shall report daily repair progress whenever the craft is laid up for any repair, maintenance, survey or dry-docking etc.

8.18 The Contractor shall make no structural alterations or changes in the crafts and its equipment or appurtenances, unless the written permission/consent of DPA and/or class/statutory bodies’ is obtained.

8.19 The Contractor shall undertake to carry out speed trials of the crafts as and when required by DPA under the supervision of surveyors. The cost of such trials shall be to DPA’s account.

8.20 The contractor shall maintain and keep the crafts in good condition at all the times during the entire period of contract . The contractor shall not suspend and / or abandon the work for any reason whatsoever.

8.21 The contractor shall submit on or before 5th day of every month the following reports/ documents for the previous month in the format approved by DPA. The contractor will prepare the following formats and take approval of DPA within 15days of taking over the crafts:

i. Consumption of OEM spares for Main Engines, Generator Engines and gearbox.

ii. Status report of all machinery and equipment on board.

iii. Inventory report of all stores and chemical.

iv. Availability & Utilization report of all crafts.

v. Batteries maintenance report of all crafts.

vi. Complied check list of routine maintenance.

8.22 During operation, if any abnormality, defect, faults are noticed, the same shall be communicated to the representative/Engineer Superintendent of the contractor and immediate remedial action shall be initiated by the contractor to rectify the faults with intimation to EIC. The contractor shall place a suitable mechanism for rectification of problems so that delay in operation can be avoided. The Engineer Superintendent of the Contractor associated with maintenance shall plan & co-ordinate all the maintenance activities including pre-operational checks. Also, necessary interaction for operational requirements should be done in close coordination with EIC.

8.23 All batteries are to be maintained and replaced whenever required by the contractor at his own cost **including the transportation and cost of new battery.**

8.24 The contractor shall be responsible for carrying out the Oil analysis reports for Main Engines at regular interval of two months and Hydraulic system oils at regular interval of six months at his own cost in a **NABL approved lab** and report of the same shall be submitted to DPA on or before 5th of next month. Report to be submitted to DPA apart from above mentioned schedule as per the instruction of EIC if any suspicion occurs about the quality of oil.

8.25 The contractor shall carry out testing of cooling water at regular intervals of two month from the cooling water system of the Main Engines in a **NABL approved lab** and report of the same shall be submitted to DPA on or before 5th of next month. The cooling water chemicals to be procured and added to maintain the engine cooling water quality as per the manufacturer’s recommendation at the cost of contractor.

8.26 All Pumps and pipelines in the engine room, mainly the cooling pumps, bilge pump, GS pumps, fuel transfer pumps, fire pumps etc. shall be periodically checked and maintained for ensuring its proper functioning during operation and such inspections / check shall be recorded in maintenance book.

8.27 The contractor shall maintain the history book of each launch and submit for the inspection of DPA on monthly basis on or before of 10th day of each month.

8.28 Repair/ maintenance/renewal **including material** of air trunking, engine room blowers, exhaust trunking in the crafts shall be carried out by the contractor at his own cost.

8.29 All Safety cut outs, gauges, Transmitters, switches, etc. i.e. thermometers, pressure gauges, tachometer, ampere meter etc. of engines & equipments shall be maintained in working condition all the time at the cost of contractor **including the cost of material (except OEM items)**. If any defect is noticed, same shall be repaired/ replaced at the cost of contractor.

8.30 Contractor shall submit the documents in support of qualifications and experience of the personnel proposed to be deployed by him to DPA well in advance (before deployment) for verifying whether they meet the required criteria of contract. Contractor will also maintain the profile of the staff personnel posted under this contract work, during the entire AMC period. All the staff/workers deputed by the contractor during AMC period shall wear proper required Personnel Protective Equipment’s (PPE’s) during working.

8.31 Entire Engine room to be maintained in safe manner, any hot spots (e.g. exhaust/hot pipes) shall be covered with heat insulating lagging/materials as per existing schedule or higher. This shall be the responsibility of contractor to provide protection of hot spots **including the cost of material at his own cost**.

8.32 The work of underwater repair such as repair/replacement of propeller shaft, propeller, cutlass bushes, rudder, repair/ maintenance of steering gear system etc. during scheduled/unscheduled dry docking to be carried out by the contractor through its maintenance team or through reputed workshop within stipulated time at his own cost. **DPA will provide only major spares such as propeller shaft, rudder and propeller (reconditioned or new) if replacement is required, however, reconditioning of these major spares has to be carried out by the contractor at his own cost.**

8.33 All the tools and tackles required to fulfill the obligation of the contract, will have to be arranged by the contractor at his own cost for executing the work. Arrangement for storing the materials, tools etc. will also have to be arranged by the contractor. 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.

8.34 The Operator shall replace and/or substitute any personnel found by the DPA to be unsuitable/unsatisfactory for the smooth and efficient O&M of crafts. The contractor shall strictly follow the instructions/directions of the EIC or authorized person in this regard.

8.35 The following registers/file to be maintained at site in addition to the registers as mentioned under clause No. 50 of Section-II and as per requirement of all relevant labour and other statutory laws:

Material accepts & issue register

1. Tools and Plants.
2. Daily work done register for electrical & mechanical works.
3. History book for each launch wherein all the relevant details i.e. work, spare consumed etc. to be recorded regularly.
4. Defect Register.
5. Lubricating oil consumption register.
6. Inventory Books for stores & chemicals.
7. Commission/ non- commission and dry dock record register.
8. Batteries maintenance register.
9. Maintain the maintenance schedule as per running hours/months with respect to OEM schedule in soft/hard copy for monitoring the maintenance of all machinery and equipment on board.
10. Three monthly Megger Test Record of all electrical equipment on board and report has to be submitted to DPA along with other reports.

Apart from the above any other register/file which is required to maintain for smooth operation of crafts.

All the documents/registers/files prepared by the contractor will be the property of DPA. The contractor will not share the information contained in the above said registers/file with any outside person without written permission of EIC.

The contractor will submit the above register for verification of DPA on monthly basis after end of each calendar month on or before 5th of every month for the previous month.

The contractor will hand over the logs and registers/files to DPA at the time of completion of contract.

8.36 Presently Pilot Launch ML Swati and Survey Launch ML Nirikshak are not in IRS Class, both launches to be registered with Gujarat Maritime Board (GMB)/MMD and classed with IRS within 6 months from the date of commencement of contract. All formalities required for registration shall be carried out by the contractor at his own cost including Class requirements. Only the available documents may be supplied by DPA, any shortfall shall be prepared by contractor including approval and certifications from authorized/statutory bodies.

**9** **LIABILITY OF THE CONTRACTOR (PERTAINING TO OPERATION OF PILOT LAUNCH ML SWATI AND SURVEY LAUNCH ML NIRIKSHAK) :**

9.1 At the commencement of contract, the manning of the Pilot Launch ML Swati and Survey Launch ML Nirikshak has to be carried out as per the IV act requirement and after successful registration manning shall be done as per SMD. Manning of both the crafts shall be done for round the clock all days including holidays & weekly off etc

9.2 All costs related to operational staff i.e. salary/wages, Sign on/Off, insurance, uniform, medical, transportation, lodging & fooding, victualing etc. to be borne by the contractor. DPA will not entertain any claim in this regard.

9.3 The Master and crew shall be qualified, experienced, trained & competent to man, operate and maintain, supervise and assist in operation of the launches to the entire satisfaction of the DPA and VALID certificate of competency in accordance with the applicable rule shall be complied with.

9.4 Log books for the engine & deck side and defect register to be maintained on each craft by the contractor and relevant details to be filled in each shift/movement of the launch. Fuel and lube oil consumption report to be submitted on 5th day of each month for the preceding month. All records relating to receiving of fuel, lub oil, movement details to be logged down in the log book in chronological order. All the documents and entire craft is DPA property, the same shall be preserved with due care and shall be handed over back to DPA in original form of records. Any damage or theft of records & craft shall be treated as willful negligence of the contractor.

9.5 If any claims or legal proceedings are filed against the DPA crafts or owner and craft taken into custody by virtue of legal proceedings arising out of the operation of the crafts by the contractor, the Contractor shall immediately notify the DPA who may, at its option, come in and defend the same, at the expenses of the contractor. In the event the DPA shall select not to come in and defend, then the contractor shall forthwith take immediate action, legal or otherwise, to free the launches from the claim, demand or lien thereupon placed.

9.6 No tender of abandonment of the launches as a constructive total loss shall be made without the prior approval of the Owner.

9.7 The contractor shall not create, incur or permit to be imposed upon the launch any license whatsoever and agrees to indemnify and hold harmless the Owner against any and all claims, demands or liens of whatsoever nature arising out of the operation and custody of the launch by itself or out of any act or neglect on its part or the part of any third parties.

10. **SPARES & MATERIALS :**

10.1 The cost of all spares, materials **except OEM spares for Main Engines, Generator Engines and gearbox as well as replacement of LSA & FFA items as per statutory requirement** shall be borne by the contractor. The OEM spares if not available with DPA shall be procured by the Contractor on DPA’s behalf except otherwise provided in the contract. Contractor is responsible for collecting the materials from DPA’s premises if available and shall submit the proper account for consumption of these spares, which includes returning the used/ old items to DPA in its premises. The Contractor shall collect the spares/lube oil or any other material in the scope of DPA from DPA’s premises and return the old spares/used oil/scrap items at DPA’s premises at his own cost.

10.2 The contractor, within 30 days of commencement of work, is required to submit a list of OEM spare parts for Main Engines, Generator Engines and Gearbox for immediate replacement as well as critical and routine spares for safety stock and routine servicing of crafts. The list should also consist a technical report, test report (if required), quantity, part nos., description of materials. The routine spares shall be counted for routine servicing of one year and shall be procured on yearly basis. However, the list of minimum critical spares shall be maintained all times to meet the emergency requirement. The non available spares shall be procured by the contractor on behalf of DPA as per the terms of the contract.

10.3 The contractor shall plan the requirements and submit to DPA well in advance along with rates and justification, accordingly DPA shall process the draft supply order and after approval of competent authority and award of supply order, the contractor shall procure and supply the same to DPA within the time period specified in supply order. Once the spare parts are procured and deposited by the contractor in the store of DPA in good condition, the reimbursement (if applicable) will be made by DPA as per terms of the contract. The spare parts procured by the contractor will be the property of DPA. The approval for the OEM spares required for top/major overhauling of Main Engines, Generator Engines or major repair of gearbox shall be taken well in advance to avoid uninterrupted service of the crafts.

10.4 Major spares for the propulsion system, **the propeller shaft, rudder and propeller (new or reconditioned) shall be provided by DPA whenever required**, however, cutlass bushes/ bearing/glands etc. shall be procured by the contractor at his own cost.

10.5 All the sacrificial anodes used in various heat exchangers e.g. Main Engines and generator etc shall be arranged by the contractor at his own cost **including the cost of material.**

11. **STORES & CHEMICALS:**

The Contractor’s liability shall extend to all stores including but not limited to, Stationery, Chemicals, Coolants, Engine room stores (Electrical & Mechanical), bosun store etc., which are required to maintain the crafts efficiently. A list showing items which are required to be provided under each store is enclosed at **Annexure – ‘D’**. At the time of commencement of contract, available store items from the previous AMC will be handed over to contractor by DPA free of cost. However, all the store items listed in ‘**Annexure-D**’ shall be returned back to DPA at the completion of contract as minimum. During the entire contract period the contractor has to maintain the minimum inventory of items as mentioned under **Annexure - ‘D’.** All the store items to be procured to be of good standard and through reputed manufacturers / suppliers. If at any time DPA feels insufficiency regarding quality and quantity of stores, he will inform the Contractor which they have to rectify at the earliest.

12.  **INSPECTION:**

12.1 DPA is entitled to inspect / survey the crafts at any time. The inspection / survey shall be conducted by DPA’s representative in the presence of the Contractor’s representative. The comments of DPA’s representative shall be recorded in the SITE ORDER Register to be maintained by the Contractor. If any defect or deficiency is identified during the inspection, the same shall be recorded in the Register and signed by both DPA’s and the Contractor’s representatives. The Contractor shall immediately thereafter rectify such defect/deficiency.

12.2 The EIC or his authorized representative will have full power and authority to inspect any work related to the CONTRACT at any time. The CONTRACTOR is to provide necessary instrument at all times during the progress of any work related to the CONTRACT for inspection and measurement and to provide proper means of access and the necessary attendance to move and adopt as directed for inspection and measurement of work by the EIC or his authorized representative.

12.3 All workmanship so far as repair and maintenance of the CRAFTS are concerned will be of the quality specified in the CONTRACT or as per relevant Indian Standard if the same is not specified, to the entire satisfaction of the EIC or his authorized representative. The repair and maintenance works shall be subjected to such tests at CONTRACTOR’S cost as EIC or his authorized representative may direct at the place of work / site or at any such places connected with the work. The CONTRACTOR shall provide assistance, instruments, labours and materials as are normally required for examining, measuring and testing the workmanship as may be selected and required by the EIC. Whenever required, it will be the responsibility of the CONTRACTOR to arrange for inspection by MMD Surveyor or IRS or other Statutory Authority, however fees regarding these inspections shall be treated as per the terms of contract.

13. **EXECUTION OF WORK:**

All the work shall be executed in strict conformity to the provision of the CONTRACT and instructions as may be given from time to time by EIC or his representative. The CONTRACTOR shall be responsible for ensuring that the safe marine practices are being followed for the works throughout the contract period and to the entire satisfaction of EIC or his representative.

14. **DEFECTS IN WORK DONE**:

If at any time, EIC or his authorized representative observed that any work done by CONTRACTOR is defective or not in accordance with CONTRACT, or that the WORK or portion thereof are defective or do not fulfill the requirement of CONTRACT, as soon as reasonably applicable, gives to the CONTRACTOR notice of the said decision, specifying particulars of the defects alleged to exist or to have occurred. The CONTRACTOR shall at his own expense and with all speed make good the defects. If the CONTRACTOR fails to make good such defects with reasonable speed, DPA shall arrange to carry out repairs to such defects/damages by itself / through another party and the expenses so incurred by DPA shall be recovered from the CONTRACTOR.

15. **DOWNTIME (MAINTENANCE PERIOD):**

15.1 Contractor shall be allowed a maintenance period for each crafts at the rate of 2 days i.e. 48 hours per month and same will lapse at the end of month and not to be carry forwarded to the subsequent month.

15.2 Contractor shall be allowed permissible downtime exclusively for dry-dock and post dry-dock repair of crafts for a period of 10 days i.e. 240 hours for each pilot launch & survey launch and 5 days i.e. 120 hours for each mooring launch including the time required for all associated requirements for Dry-Dock rerairing, i.e. reconditioning of major parts e.g. propeller shaft, rudder, propeller etc. will be permitted to the contractor annually in addition to the maintenance period as mentioned under para 15.1. Downtime contributed to dry-dock purpose shall not be considered for any other permissible downtime. This down time will lapse at the end of the year and not to be carry forwarded to subsequent years.

15.3 Contractor shall be allowed permissible downtime exclusively for top/major overhauling of Main Engines and Generator Engines and for major repair of Gearbox. Permissible down time for the said work shall be 15 days i.e. 360 hours for each pilot launch & survey launch and 7 days i.e. 168 hours for each mooring launch will be permitted to the contractor annually in addition to the maintenance period mentioned under para 15.1 & 15.2 above. Downtime contributed for this purpose shall not be considered for any other permissible downtime. This down time will lapse at the end of the year and not to be carry forwarded to subsequent years.

15.4 Each day shall be counted equivalent to 24 hours.

**16. Annexure-A: Technical Specification**

16.1 **Note:** The details given here are not exhaustive. The bidders are advised to inspect the launches prior to bidding. They can also verify the certificates, manuals, etc. pertaining to the crafts.

16.2 **TECHNICAL DETAIL OF PILOT LAUNCHES ML MAGH & ML ROHINI: (REGISTERED UNDER M.S. ACT, Classed with IRS)**

|  |  |  |  |
| --- | --- | --- | --- |
| **1** | **Dimensions** | | |
|  | a | Length WL | 17.50 M |
|  | b | Depth Moulded | 2.66 M |
|  | c | Breadth Moulded | 5.80 M |
|  | d | Draft | 1.20 M |
|  | e | Hull & Superstructure | Steel & FRP |
|  | f | Year of Built | 2015 |
|  | g | Class | IRS |
|  | h | Gross Tonnage | 65 T |
|  | i | Net Tonnage | 20 T |
| **2** | **Classification** | | |
|  |  | IRS Class | |
| **3** | **Main Engines** | | |
|  | a | Make | YANMAR |
|  | b | Model | 6AYM-WGT |
|  | c | Type | 4-Stroke,6 –Cylinder Inline |
|  | d | ESN (P) | 4548 (ML Magh)  4524 ( ML Rohini) |
|  | e | ESN (S) | 4547 (ML Magh)  4523 (ML Rohini) |
|  | f | No of cylinders | 06 Cylinder |
|  | g | Rating | 670 KW @ 1938 RPM |
| **4** | **Reduction Gearbox** | | |
|  | a | Make | Yanmar |
|  | b | Model | YXH-240-2 |
|  | c | Type | Mechanical Hydraulic Operated |
|  | d | SN (P) | 00031 (ML Magh)  00029 ( ML Rohini) |
|  | e | SN (S) | 00030 (ML Magh)  00028 ( ML Rohini) |
|  | f | Reduction Ratio | 2.27:1 |
| **5** | **Steering** | | |
|  | Mechanical Hydraulic Steering System (Main & Emergency Steering),Single Double Acting Cylinder | | |
| **6** | **Propulsion** | | |
|  | Two high speed diesel engines installed as the Main Engines and connected to Twin screw fixed pitch propeller | | |
| **7** | **Propeller** | | |
|  | a | Type | Fixed Pitch propeller |
|  | b | Metal | Nickel Aluminium Bronze |
|  | c | No. of blades | 5 |
|  | d | Dimensions | Dia:-1020 MM, Pitch:-790 MM |
| **8** | **DG set** | | |
|  | a | Make | Simpson |
|  | b | Model | S 433 Diesel Engine |
|  | c | Type | 4-Stroke, 4-Cylinder Inline |
|  | d | No of cylinders | 4-Cylinder |
|  | e | Rating | 30 KW @1500 RPM |
|  | f | Alternator | IEC, 30 KVA, 1500 rpm, 3 ph , 50 Hz, 415 AC. |
| **9** | **Navigation and Other Equipments** | | |
|  | a | Radar | FURUNO, Model- 1715 , Set – 01 |
|  | b | VHF | Motorola, Model- GM338, Set- 02 |
|  | c | Magnetic Compass | Yuli , Set- 01 |
|  | d | GPS | Garmin, Model- GPS152H , Set- 01 |
|  | e | CVS | Set- 01 |
| **10** | **Others** | | |
|  | a | Air Condition System | Split A.C. - 1.5 Ton (1 No.) |
|  | b | Batteries 12 V | 08 Nos. |
|  | c | Portable Fan | 06 Nos. |
|  | d | Engine Room Blower | 02 Nos. (Operated by 3 HP Electrical Motor) |
|  | e | Bilge & G.S. Pump | Centrifugal Single stage type.(Electrical Motor Driven) (02 Nos.) |
|  | f | Fuel Transfer Pump | Gear pump (Electrical Motor Driven) (01 No.) |

16.3 **TECHNICAL DETAIL OF PILOT LAUNCH ML Swati:**

|  |  |  |  |
| --- | --- | --- | --- |
| **1** | **Dimensions** | | |
|  | a | Length WL | 23.05 M |
|  | b | Depth Moulded | 2.88 M |
|  | c | Breadth Moulded | 5.99 M |
|  | d | Draft | 1.2 M |
|  | e | Hull & Superstructure | Steel & FRP |
|  | f | Year of Built | 2010 |
|  | g | Class | - |
|  | h | Gross Tonnage | 89 T |
|  | i | Net Tonnage | 27 T |
| **2** | **Classification** | | |
|  |  | - | - |
| **3** | **Engine** | | |
|  | a | Make | CATERPILLAR |
|  | b | Model | C-32 ACERT |
|  | c | Type | 4-Stroke,V-type12 Cylinder |
|  | d | ESN (P) | RNY-00430 |
|  | e | ESN (S) | RNY-00434 |
|  | f | No of cylinders | 12 Cylinder |
|  | g | Rating | 850 BHP @ 1800 RPM |
| **4** | **Reduction Gearbox** | | |
|  | a | Make | TWIN DISC |
|  | b | Model | MG 5204 SC |
|  | c | Type | Mechanical Hydraulic Operated |
|  | d | SN (P) | 2013386 |
|  | e | SN (S) | 2013387 |
|  | f | Reduction Ratio | 2.92:1 |
| **5** | **Steering** | | |
|  | Electro Hydraulic Steering System (Main Steering), Single Double Acting Cylinder | | |
|  | Mechanical Hydraulic Steering System (Emergency Steering) | | |
| **6** | **Propulsion** | | |
|  | Two high speed diesel engines installed as the Main Engines and connected to Twin screw fixed pitch propeller | | |
| **7** | **Propeller** | | |
|  | a | Type | Fixed Pitch propeller |
|  | b | Metal | Manganese Bronze GR Cu-I |
|  | c | No. of blades | 4 |
|  | d | Dimensions | Dia:-1100 MM, Pitch:-1375 MM |
| **8** | **DG set** | | |
|  | a | Make | Kirloskar Oil Engine Ltd. |
|  | b | Model | 3R1040 |
|  | c | Type | 4-Stroke, 4-Cylinder Inline |
|  | d | No of cylinders | 4-Cylinder |
|  | e | Rating | 31 KW @1500 RPM |
|  | f | Alternator | Crompton Greaves, 25 KVA, 1500 rpm, 3PH , 50 Hz, 415 AC. |
| **9** | **Navigation and Other Equipments** | | |
|  | a | Radar | Samyung, Model- SMB3600, Set - 01 |
|  | b | VHF | Motorola, Model- GM338, Set- 01 |
|  | c | Magnetic Compass | Yuli , Set- 01 |
|  | d | GPS | Samyung, Model-SPR-1400, Set- 01 |
|  | e | CVS | Set- 01 |
| **10** | **Others** | | |
|  | a | Air Condition System | Split A.C. - 1.5 Ton (1 No.) |
|  | b | Batteries 12 V | 08 Nos. |
|  | c | Portable Fan | 06 Nos. |
|  | d | Engine Room Blower | 02 Nos. (Operated by 3 HP Electrical Motor) |
|  | e | Bilge & G.S. Pump | Centrifugal Single stage type.(Electrical Motor Driven) (02 Nos.) |
|  | f | Fuel Transfer Pump | Gear pump (Electrical Motor Driven) (01 No.) |

16.4 **TECHNICAL DETAIL OF SURVEY LAUNCH ML Nirikshak :**

|  |  |  |  |
| --- | --- | --- | --- |
| **1** | **Dimensions** | | |
|  | a | Length OA | 16.3 M |
|  | b | Depth Moulded | 2.35 M |
|  | c | Breadth Moulded | 4.6 M |
|  | d | Draft | 1.4 M |
|  | e | Hull & Superstructure | Steel |
|  | f | Year of Built | 1999 |
|  | g | Class | - |
|  | h | Gross Tonnage | 58 T |
|  | i | Net Tonnage | - |
| **2** | **Classification** | | |
|  |  | - | - |
| **3** | **Main Engines** | | |
|  | a | Make | CATERPILLAR |
|  | b | Model | 3306 DIT |
|  | c | Type | 4-Stroke,6-Cylinder Inline |
|  | d | ESN (P) | 84Z03087 |
|  | e | ESN (S) | 84Z03094 |
|  | f | No of cylinders | 6 Cylinder |
|  | g | Rating | 193 BHP @ 2000 RPM |
| **4** | **Reduction Gearbox** | | |
|  | a | Make | TWIN DISC |
|  | b | Model | MG 5091 |
|  | c | Type | Mechanical Hydraulic Operated |
|  | d | SN (P) | 5FH933 |
|  | e | SN (S) | 5FH932 |
|  | f | Reduction Ratio | 2.95:1 |
| **5** | **Steering** | | |
|  | Electro Hydraulic Steering System (Main Steering), Single Double Acting Cylinder | | |
|  | Mechanical Hydraulic Steering System (Emergency Steering) | | |
| **6** | **Propulsion** | | |
|  | Two high speed diesel engines installed as the Main Engines and connected to Twin screw fixed pitch propeller | | |
| **7** | **Propeller** | | |
|  | a | Type | Fixed Pitch propeller |
|  | b | Metal | Bronze |
|  | c | No. of blades | Three |
|  | d | Dimensions | Dia- 720 mm |
| **8** | **DG set** | | |
|  | a | Make | Cummins Onan Engine Company. Inc Columbus ,Indiana |
|  | b | Model | 4B3.9-G(M) |
|  | c | Type | 4-Stroke, 4-Cylinder Inline |
|  | d | No of cylinders | 4-Cylinder |
|  | e | Rating | 41 KW @ 1500 RPM |
|  | f | Alternator | Cummins-ONON, 37.5 KVA, 1500 rpm, 3PH , 50 Hz, 415 AC. |
| **9** | **Navigation and Other Equipments** | | |
|  | a | Radar | 01 Set |
|  | b | VHF | 1) Sailor VHF DSC RM2042 (Denmark)  2) Sailor VHF RT2048 (Denmark) |
|  | c | Magnetic Compass | 01 Set |
|  | d | GPS | Monlica, Model- MKGGPS-D, Set- 01 |
|  | e | Wind Screen Wiper | Set- 04 |
| **10** | **Others** | | |
|  | a | Air Condition System | Split A.C. - 2 Ton (1 No.) |
|  | b | Batteries 12 V | 10 Nos. |
|  | c | Portable Fan | 04 Nos. |
|  | d | Engine Room Blower | 02 Nos. (Operated by 2 HP Electrical Motor) |
|  | e | Bilge & G.S. Pump | Centrifugal Single stage type.(Electrical Motor Driven) (02 Nos.) |

16.5 **TECHNICAL DETAIL OF MOORING LAUNCH ML Atri & ML Alok:**

**(REGISTERED UNDER M.S. ACT, Classed with IRS)**

|  |  |  |  |
| --- | --- | --- | --- |
| **1** | **Dimensions** | | |
|  | a | Length OA | 9.70 M |
|  | b | Depth Moulded | 1.85 M |
|  | c | Breadth Moulded | 3.50 M |
|  | d | Draft | 1.10 M |
|  | e | Hull | Steel |
|  | f | Year of Built | 2019 |
|  | g | Class | IRS |
|  | h | Gross Tonnage | 14 T |
|  | i | Net Tonnage | 04 T |
| **2** | **Classification** | | |
|  |  | IRS Class | |
| **3** | **Main Engines** | | |
|  | a | Make | Greaves Cotton Limited |
|  | b | Model | 4G11TA |
|  | c | Type | 4-Stroke,4-Cylinder Inline |
|  | d | ESN | 1308041802410 (ML ALOK)  1308041802411 (ML ATRI) |
|  | e | No of cylinders | 4 Cylinder |
|  | f | Rating | 150bhp @ 1800 RPM |
| **4** | **Reduction Gearbox** | | |
|  | a | Make | ZF,Made In Italy |
|  | b | Model | ZF 220 |
|  | c | Type | Mechanical Hydraulic Operated |
|  | d | SN | 20306904 (ML ALOK)  20306903 (ML ATRI) |
|  | e | Reduction Ratio | 3:1 |
| **5** | **Steering** | | |
|  | Mechanical Hydraulic Steering System (Main Steering), Single Double Acting Cylinder | | |
|  | Mechanical Steering System (Emergency Steering) | | |
| **6** | **Propulsion** | | |
|  | Single high speed diesel engine installed as the Main Engines and connected to Single screw fixed pitch propeller. | | |
| **7** | **Propeller** | | |
|  | a | Type | Fixed Pitch propeller |
|  | b | Metal | Manganese Bronze |
|  | c | No. of blades | 4 |
|  | d | Dimensions | Dia:-760 MM, Pitch Ratio:- 0.9 |
| **8** | **Others** | | |
|  | a | Batteries 12 V | 02 Nos. |
|  | b | Bilge & G.S. Pump | 1)Centrifugal Single stage type.(Driven by Main Engines)  2)Hand Operated Bellow type Pump. |
|  | c | Clutch & Gear System For Blige & G.S. Pump | Make:- Ghatge Patil Industies Ltd.  Model No.:- GP 1070 CP(M) |

16.6 **TECHNICAL DETAIL OF MOORING LAUNCH ML Hasta & ML Vishakha:**

**(REGISTERED UNDER GMB, Classed with IRS)**

|  |  |  |  |
| --- | --- | --- | --- |
| **1** | **Dimensions** | | |
|  | a | Length OA | 9.70 M |
|  | b | Depth Moulded | 1.50 M |
|  | c | Breadth Moulded | 3.30 M |
|  | d | Draft | 1.00 M |
|  | e | Hull | Steel |
|  | f | Year of Built | 2022 |
|  | g | Class | IRS |
|  | h | Gross Tonnage | 11.15 MT |
|  | i | Net Tonnage | 3.4 MT |
| **2** | **Classification** | | |
|  |  | IRS Class | |
| **3** | **Main Engines** | | |
|  | a | Make | Ashok Leyland Marine Diesel Engines |
|  | b | Model | ALM6DTILRTA |
|  | c | Type | 4-Stroke,6-Cylinder Inline |
|  | d | ESN | MEHM109526 (ML HASTA)  MEHM109527 (ML VISHAKHA) |
|  | e | No of cylinders | 4 Cylinder |
|  | f | Rating | 170 bhp @ 2000 RPM |
| **4** | **Reduction Gearbox** | | |
|  | a | Make | GHATGE PATIL |
|  | b | Model | HG-11-1 |
|  | c | Type | Mechanical Hydraulic Operated |
|  | d | SN | 274065M20 (ML Hasta)  274064M20 (ML Vishakha) |
|  | e | Reduction Ratio | 2:1 |
| **5** | **Steering** | | |
|  | Mechanical Hydraulic Steering System (Main Steering), Single Double Acting Cylinder | | |
|  | Mechanical Steering System (Emergency Steering) | | |
| **6** | **Propulsion** | | |
|  | Single high speed diesel engine installed as the Main Engines and connected to Single screw fixed pitch propeller. | | |
| **7** | **Propeller** | | |
|  | a | Type | Fixed Pitch propeller |
|  | b | Metal | Aluminum Bronze |
|  | c | No. of blades | 4 |
|  | d | Dimensions | Dia:-700 MM, Disc Area Ratio:- 0.73 |
| **8** | **Others** | | |
|  | a | Batteries 12 V | 04 Nos. |
|  | b | Bilge & G.S. Pump | 1)Centrifugal Single stage type.(Driven by Main Engines Through Clutch)  2)Hand Operated Bellow type Pump.  3) Electric driven submersible pump |
|  | c | Clutch & Gear System For Blige & G.S. Pump | Make:- Ghatge Patil Industries Ltd. |

**17. Annexure-B: Painting Scheme**

**17.1** **Inside Engine room painting:**

* + 1 coat of 40 micron DFT zinc chromate based primer for new/damaged/rusted metal areas.
  + 2 coats of 40 micron DFT alkyd undercoat paint for new/damaged/rusted metal areas.
  + 1 coat of 40 micron DFT alkyd enamel paint for the entire engine room including but not limited to bulkheads, pipelines, ceiling, frames, bilge plates, floor plates etc.

**18. Annexure-C: Minimum Recommended Manning**

**18.1 Base/ Maintenance Staff To Be Posted At Site, DPA, Kandla (For Entire Crafts):**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr. No.** | **Designation** | **Nos.** | **Minimum Qualification & Experience** |
| 1 | Engineer Superintendent | 01 | Minimum MEO Class II certificate holder with 03 year hands-on experience on board ships/crafts/on shore (technical marine shore works), combined or separately. He shall be responsible for entire base operations (Including repairs /maintenance, operation & surveys etc.) |
| 2 | Diesel/Marine Mechanic | 02 | Shall possess the ITI certificate in the concerned trade and 03 years experience on board ships/crafts /shore based Marine Workshop, combined or separately. |
| 3 | Electrical cum Electronic Technician | 02 | Shall possess the ITI certificate in the concerned trade and 03 years experience on board ships/crafts /shore based Marine Workshop, combined or separately. |
| 4 | Welder cum Fitter | 02 | Shall have 03 years experience on board ships/crafts /shore based Marine Workshop, combined or separately. Welders should possess a valid Classification Society Certificate having a member of IACS. |
| 5 | Helper | 04 | 03 years experience on board ships/crafts /shore based Marine Workshop, combined or separately. |

18.2 **OPERATIONAL CREW (Floating crew - Statutory): Round the clock Operation and manning of crafts as per GMB/MMD (as per registration) requirements. However, till registration manning will be done as per GMB (IV Act) requirement, as per BHP & tonnage of Craft.**

18.3 The above tables 18.1 show the minimum requirement of staff to be posted for maintenance work irrespective of nos. of crafts handed over to the contractor for maintenance. However, the contractor may deploy additional staff to fulfill the obligation as per scope of work at his own cost. Operational staff (18.2) for ML Swati & ML Nirikshak shall be as per statutory requirement of IV/MS act. However, till registration manning will be done as per GMB (IV Act) requirement, as per BHP & tonnage of Craft.

18.4 The clock on all days. The working hours for Engineer Superintendent shall be from 9 a.m. to 5 p.m. on Port working days, however, he shall be available on call round the clock all days.

18.5 The working hours of other maintenance staff in normal condition shall be as follows:

One team consisting of one Diesel/Marine Mechanic, one Electrical cum Electronic Technician, one Welder cum Fitter and 3 Helper/Khalasi shall be deputed from 0700 hrs to 1500 hrs and another team consisting of one Diesel/Marine Mechanic, one Electrical cum Electronic Technician, one Welder cum Fitter and 1 Helper/Khalasi shall be deputed from 1500 hrs to 2300 hrs. However, in case of breakdown or major repair work the contractor can reshuffle the staff as per requirement to complete the work as early as possible. The deployment shall be made on weekly off and holidays also as stated above. The staff shall attend the work even in non- working hours i.e. 2300 hours to 0700 hours during emergency.

18.6 The working hours for all the three pilot launches, one survey launch and four mooring launches shall be round the clock all days including holidays and weekly off days.

**19. Annexure-D: List of Store Items To Be Supplied By Contractor**

19.1 List of items to be supplied and maintained by contractor under various stores, as per clause 11 of Scope of work is given hereunder:

#### Bosun & Mechanical Consumables Items

|  |  |  |
| --- | --- | --- |
| 1. | GAS (DA) | 1 Cylinder |
| 2. | GAS (OXYGEN). | 1 Cylinder |
| 3. | MS WELDING ELECTRODES | 4kgs |
| 4. | SS Welding Electrode | 2 Kgs |
| 5. | Brazing Electrode | 1 Kg |
| 6. | Rustoline/WD-40 (spray type can, min. of 250 ml each) | 2 can |
| 7. | HIGH TENSILE, SS and MS NUTS & BOLTS OF VARIOUS SIZES. | As per requirement |
| 8. | Cotton Waste/rags/jute | 50 kg. |
| 9. | METAL PUTTY. | 1/2 kg. |
| 10. | EPOXY PAINTS MARINE GRADE (JOTUN/INTERNATIONAL/SIGMA). | One Drum(20 ltrs.) of each required colour |
| 11. | EPOXY METAL REDOXIDE (JOTUN/INTERNATIONAL/SIGMA). | 2 Drums (20 ltrs.) |
| 12. | Rubber Hoses (0.5”/1”/1.5”/2”/3”) | 1 meter each |
| 13. | Oil Seal of Required Sizes. | As per site requirement |
| 14. | ALL TYPE OF CLEANING BRUSHES (SOFTCoir/NYLON BRISTLES). | As per site requirement |
| 15. | Cardo bond, Anabond, Thread Sealant | 2 pkts (min 100 gms) each |
| 16. | Lead Resin compound | 500 gms |
| 17. | Moly coat | 01 tin(500 gms) |
| 18. | Silicon Sealant transparent | 01pkts(500 gms) |
| 19. | M-SEAL | 2 kg |
| 20. | Fevicol/loctite | 100 ml |
| 21. | O-ring kits | 01 set |
| 22. | Copper washer kit | 01 set |
| 23. | Steam joint (2 mm thick)/GP joint(2,3mm thick)/Rubber joint (2/3/4 mm thick). | 1x1 meter of each thickness and each type |
| 24. | Gland packing of 8,10,12 mm or any other required size | 2 meter of each size |
| 25. | Toughened Glass | As per requirement |
| 26. | Felt Filter (10mm) | width min 1mtr, length 10 mtr |
| 27. | Lagging Rope/ Insulation material suitable for 600 degree temperature or higher. | 10 Kgs |
| 28. | Bellow one for each size for Main Engine & Generator Engine exhaust system of each craft. | min. One set for each size & as per requirement |
| 29. | Emery paper | 1mtr roll each for course ,medium and fine |
| 30. | Grinding paste | 01 pkt each for course, medium and fine. |
| 31. | Crack Detection Test Kit | One complete set |
| 32. | Flanges, Valves, Elbow (long and short bend) | As per site requirement |
| 33. | Zinc anodes (bar of suitable dia) | 10 kg |
| 34. | MS/Galvanised pipe | As per site requirement |
| 35. | Copper Pipes | As per site requirement |
| 36. | GI, Copper Sheet with required thickness | 1x1 meter each |
| 37. | Foot Valves 40 MM, 50MM | 1 no. each |
| 38. | SS Hose Clamps & Jublee Clips | As per site requirement |
| 39. | Distilled water for batteries | 40 ltrs |
| 40. | Engine coolant concentrated/premixed as per OEM recommendation. | 1)20 Ltrs for yanmar engines  2) 20 Ltrs for Gen set Engines  3) 60 Ltrs Cat ELC for cat engines.  4) 40 Ltrs for Greaves Cotton Engines |
| 41. | Air Cooler Cleaning Liquid | 20 Ltrs |
| 42. | Cooler cleaning Brush & Rod | 2 SETS |
| 43. | Remote Control Cable 6/12 meter | 4 nos each type |
| 44. | Remote Control set | 01 sets |
| 45. | Batteries 180 AH | 2 Nos. |
| 46. | Ball bearings, mechanical seals, V-belts | As per site requirement |
| 47. | Cutlass Bushes for propulsion shafts | Min. one set for each Craft |
| 48. | Detergent Powder/cleaning soap | 5kg |
| 49. | Paint Thinner | 20 ltrs |
| 50. | Gloves for painting/chipping/cleaning | 10 pairs |
| 51. | Wooden plank | As per site requirement |
| 52. | Teflon Tape roll. | 6 nos. |
| 53. | Spring Washer | As per requirement |
| 54. | L- type Hose( 2”, 2.5”) | As per requirement |
| 55. | SS Wire Mesh | 4 Sq meter |
| 56. | Grease | 20 kg |
| 57. | Flexible pipe (¾ inch) | 10 meter |

#### Electrical Consumable Items

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Description** | **Qty.** |
| 1. | Electrical fuses/Indication Lamp/kwh meter/voltmeter/ampere meter/required relays/push button/actuator/contactor/coils etc | As per site requirement |
| 2. | LED Tube Lights 2ft & 4ft | 10 Sets each |
| 3. | Starter/ Chokes/switches | As per site requirement |
| 4. | Deck light/superstructure light with fixture assembly | 6 sets |
| 5. | Search Light and flood light with fixture Assembly | 01 set each |
| 6. | Navigational Light with Fixture/Assembly | 2 Red  2 Green  2White |
| 7. | Spare bulbs for each type of Navigation Lights | 2 Pieces for each type |
| 8. | Petroleum jelly | 2 kg |
| 9. | battery lugs heavy duty, battery terminal heavy duty, charging clamps | 04 pieces of each |
| 10. | Heavy Duty Battery Cable | 20 meter each black and red |
| 11. | Single, double, three core electrical wire | 20 meter each |
| 12. | Single/double/three pole MCB & MCCB as per required ratings. | As per site requirement |
| 13. | Insulating rubber matting for electric panels min. 6 mm thickness. | 10 sq mtr. |
| 14. | PVC insulating tape | 05 Nos. |
| 15. | ELECTRICAL/ELECTRONIC CARD CLEANER spray. | 2 Tin (250 ml.) |
| 16. | CABLE JUNCTION BOXES. | As per site requirement |
| 17. | Wall mounting Fan 18”/450MM, 230V, 50HZ. | 1. Nos. |
| 18. | Cable tie | 1. As per requirement |

1. **Tools & Tackles**

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Description** | **Qty.** |
| 1 | Electric Buffing/grinding/cutting and drilling machine with 2 nos. of spare wheels for each and one set of drill bits | One set for each type |
| 2 | Scrapper | 02 nos. |
| 3 | Chipping hammer | 02 nos. |
| 4 | Wire Sling & Lifting Belt with safety certificate of 2/4/6 tons. | 01 piece of each lifting capacity. |
| 5 | Grease Gun | 01 nos. |
| 6 | Welding Machine with holder and cables | as per requirement |
| 7 | Gas cutting torch along with accessories and mountings | as per requirement |
| 8 | box spanner sets with ratchet handle & extensions (8 no. to 32 nos.) | 01 sets |
| 9 | open & ring combined spanner set (8 no. to 32 nos.) | 02 sets |
| 10 | Hacksaw with 10 nos of blade | 01 Set |
| 11 | Torque Spanner | As per requirement |
| 12 | Allen Key Sets (1mm to 17mm, corresponding in inches) | 01 set for each mm and inch type |
| 13 | Megger, Clamp meter, Multimeter | 01 no. each |
| 14 | Battery Charge having capacity of charging the 4 nos. 180 AH batteries simultaneously. | 01 no. |
| 15 | Crimping Tool | 01 no. |
| 16 | metal Wire Brushes | 02 nos. |
| 17 | Paint Roller of Required sizes | As per requirement |
| 18 | Painting Brush (4”/3”/2”/1”) | 2 nos. each |
| 19 | D-shackle | As per requirement |

19.2 The contractor will have to supply and maintain any other items in addition to items mentioned above as may be required / directed by DPA for the smooth operation and upkeep of the CRAFTS.

19.3 The above list of various store items and tools is tentative and minimum requirement which shall be maintained by the contractor in the store and shall be procured and maintained within 30 days of commencement of the contract. However, for these 30 days the requirement of store items shall be met as per actual requirement basis. The replenishment of store items shall be carried out within 15 days from the date of consumption to maintain the minimum store items as mentioned above.

19.4 The available store items from the previous AMC will be handed over to the contractor at the commencement of the contract. However, all the store items listed in “**Annexure-D**” shall be returned back to DPA at the completion of contract as minimum.

**Signature & Seal Marine Engineer Gr.-I of Contractor Deendayal Port Authority**

**Section VI**

**Bill of Quantities**

**Schedule-B**

**Sub:** Comprehensive AMC for Port owned two nos. of Pilot Launches & four nos. of Mooring Launches and complete O&M for one Pilot Launch & one Survey Launch for a period of three years.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sr. No.** | **Item Description** | **Unit** | **Quantity** | **Unit Rate**  **(Rs.)** | **Amount**  **(Rs.)** |
| **1** | **2** | **3** | **4** | **5** | **6** |
| **1** | **Comprehensive AMC of Craft, Engines and Equipments including but not limited to routine, preventive, periodic, breakdown, minor, major and dry docking R and M of crafts as well as its equipments and Machineries and complete technical management of the crafts.** |  |  |  |  |
| 1.1 | Pilot Launch ML Magh | months | 36 |  |  |
| 1.2 | Pilot Launch ML Rohini | months | 36 |  |  |
| 1.3 | Pilot Launch ML Swati | months | 36 |  |  |
| 1.4 | Survey Launch ML Nirikshak | months | 36 |  |  |
| 1.5 | Mooring Launch ML Atri | months | 36 |  |  |
| 1.6 | Mooring Launch ML Alok | months | 36 |  |  |
| 1.7 | Mooring Launch ML Hasta | months | 36 |  |  |
| 1.8 | Mooring Launch ML Vishakha | months | 36 |  |  |
| 2 | **Round the clock Operation and manning of crafts as per IV/MS Act requirements, as per BHP and tonnage.** |  |  |  |  |
| 2.1 | Pilot Launch ML Swati | months | 36 |  |  |
| 2.2 | Survey Launch ML Nirikshak | months | 36 |  |  |
| **3** | **Supply of Engine Stores and Chemicals required on monthly basis for O and M need.** |  |  |  |  |
| 3.1 | Pilot Launch ML Magh | months | 36 |  |  |
| 3.2 | Pilot Launch ML Rohini | months | 36 |  |  |
| 3.3 | Pilot Launch ML Swati | months | 36 |  |  |
| 3.4 | Survey Launch ML Nirikshak | months | 36 |  |  |
| 3.5 | Mooring Launch ML Atri | months | 36 |  |  |
| 3.6 | Mooring Launch ML Alok | months | 36 |  |  |
| 3.7 | Mooring Launch ML Hasta | months | 36 |  |  |
| 3.8 | Mooring Launch ML Vishakha | months | 36 |  |  |
| **4** | **Cleaning/chipping/painting of the entire engine room including but not limited to E/R bulkheads, Floors, pipelines, valves, tank bulkheads, exhaust trunking including insulation (HR paints), foundation of equipment and machineries in E/R, bilges including bilge floors, valves etc. with min. one year of guarantee.** |  |  |  |  |
| 4.1 | Pilot Launch ML Magh | Nos. | 02 |  |  |
| 4.2 | Pilot Launch ML Rohini | Nos. | 02 |  |  |
| 4.3 | Pilot Launch ML Swati | Nos. | 02 |  |  |
| 4.4 | Survey Launch ML Nirikshak | Nos. | 02 |  |  |
| 4.5 | Mooring Launch ML Atri | Nos. | 02 |  |  |
| 4.6 | Mooring Launch ML Alok | Nos. | 02 |  |  |
| 4.7 | Mooring Launch ML Hasta | Nos. | 02 |  |  |
| 4.8 | Mooring Launch ML Vishakha | Nos. | 02 |  |  |
| **Total Amount In Figure** | | | | |  |

***Note: Above rates are exclusive of GST***

**Total Amount In Words Rs.(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)**

**Seal & Signature of Marine Engineer Gr.-I contractor Deendayal Port Authority**

**Section –VII**

**Drawings**

**(Not Applicable)**

**Seal & Sign of Marine Engineer Gr.-I**

**Contractor Deendayal Port Authority**