

DEENDAYAL PORT AUTHORITY



MARINE DEPARTMENT

TENDER NO. DC-01/2023

TENDER DOCUMENTS
FOR

DESIGN CONSTRUCTION AND SUPPLY OF 1 NO. SPEED BOATS (PATROLING BOATS)
FOR WATERFRONT SECURITY OF DEENDAYAL PORT WITH OPERATION AND
MAINTENANCE FOR THE PERIOD OF 05 YEARS."

Port Office
Deputy Conservator,
A.O. Building, 1st Floor,
DEENDAYAL PORT TRUST
GANDHIDHAM – KUTCH,
GUJARAT – INDIA
PHONE NO: + 91-2836-233585, 220235
FAX NO: + 91 – 2836 – 233585

NOTICE INVITING TENDER
DEENDAYAL PORT AUTHORITY
MARINE DEPARTMENT
TENDER NO: DC- 01/2023

Deputy Conservator, Gandhidham invites Tender in online system for the work of "DESIGN CONSTRUCTION AND SUPPLY OF 1 NO. SPEED BOAT (PATROLING BOAT) FOR WATERFRONT SECURITY OF DEENDAYAL PORT WITH OPERATION AND MAINTENANCE FOR THE PERIOD OF 05 YEARS."

Estimated Cost: Rs. 895.88 Lakhs-.

EMD is Rs. 895880/- and Tender Fee is Rs. 5900/- (Rs. 5000/- plus 18% GST). The tender documents will be available on the websites <https://kpt.nprocure.com>, <http://deendayalport.gov.in> and <http://eprocure.gov.in> upto **27/07/2023 at 15:00 hrs.** and the same can be downloaded and used as tender documents. Pre-bid Meeting will be held 16.00 Hrs. on 11/07/2023. Last date and time of submission of tender is **27/07/2023 upto 15:30 hrs.** Date and time for opening of Preliminary and Technical bid is **27/07/2023 at 16:00 hrs.** Corrigendum, if any, will be placed on websites only.

Deputy Conservator
Deendayal Port Authority

Port Office
Deputy Conservator,
A.O. Building, 1st Floor,
DEENDAYAL PORT AUTHORITY
GANDHIDHAM – KUTCH,
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FAX NO: + 91 – 2836 – 233585
EMAIL:- dyconservator@deendayalport.gov.in

NOTICE INVITING ON LINE TENDER

Details about tender:

Department Name	MARINE DEPARTMENT
Circle/ Division	Deputy Conservator, A.O. Building, 1st Floor, DEENDAYAL PORT AUTHORITY GANDHIDHAM – KUTCH, GUJARAT – INDIA PHONE NO: + 91-2836-233585, 220235 FAX NO: + 91 – 2836 – 233585
Tender Notice No.	DC-01/2023
Name of Project	DESIGN CONSTRUCTION AND SUPPLY OF 1 NO. SPEED BOAT (PATROLING BOAT) FOR WATERFRONT SECURITY OF DEENDAYAL PORT WITH OPERATION AND MAINTENANCE FOR THE PERIOD OF 05 YEARS.
Name of Work	DESIGN CONSTRUCTION AND SUPPLY OF 1 NO. SPEED BOAT (PATROLING BOAT) FOR WATERFRONT SECURITY OF DEENDAYAL PORT WITH OPERATION AND MAINTENANCE FOR THE PERIOD OF 05 YEARS
Estimated Contract Value (INR)	Rs. 895.88 Lakhs
Period of Completion (in Months)	09 Months from the 15th day of date of issue of work order. & 5 Years O&M
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings :	Indian Rupees (INR)

Qualifying Criteria
:

PRE-QUALIFICATION CRITERIA FOR ELIGIBLE BIDDERS:

The Bidders shall fulfill the following pre-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. 268.76 Lakh**. Chartered Accountant Certificate for turnover shall be furnished.
- 2) Experience of having successfully completed similar works during last 5 years ending last day of month previous to which tenders were invited shall be as under:
 - (a) **Capability and Resources:** Ship/Boat Builder are eligible to quote against this tender. No. dealer/agent are eligible to quote. However, details of local representatives if any who will co-ordinate the above work should be indicated by the Builder. The Bidder should be in business of DESIGN CONSTRUCTION AND SUPPLY OF BOATS/CRAFTS.
 - (b) **Experience in last Five (5) years:** The Ship/Boat Builder with proven design is eligible to quote for this tender. The Manufacturers must have supplied **and commissioned at least 01 Nos. of similar type of speed boats/patrolling boats/Pilot boat or any other craft of similar/higher capacity during last 5 years ending on last day of the month previous to the one in which tenders are invited.**
 - (c) **Satisfactory Performance:** The Bidder shall submit the documentary proof for satisfactory performance from the owners/clients to whom the boats were supplied or from Users.
 - (d) **Recent Business Activities:** The Bidder should be in the business of designing, manufacturing and supplying of Boats/Crafts during last five years and documentary proof to be submitted in the form of work order/agreement/completion Certificate.
 - (e) **Similar works:** means designing, construction and Supply of Steel boat like **speed boats/patrolling**

	boats/Pilot boat or any other boat of similar/higher capacity.
Joint Venture	<p>Allowed</p> <p>(a) In a JV, all partners are jointly and severally responsible for the work.</p> <p>(b) In the case of bid submitted by JV/ Consortium, the lead partner of the JV shall meet the Minimum Eligibility Criteria of Similar Work Experience and Financial Turnover.</p> <p>(c) Lead Member shall be ship/boat builder and have designed, constructed and supplied at least one similar capacity or higher capacity speed boat/Pilot Boat or any other boat of similar capacity or higher capacity during last 5 years ending last day of month previous to one in which tender are invited</p> <p>(d) The similar works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of joint venture or as a sub contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience.</p> <p>(e) Bid Security as required shall be furnished by Lead Member of Joint venture.</p>
Bid Document Fee	Rs. 5900.00 (Rs.5000/- plus Rs.900 GST @ 18%)
Bid Document Fee Payable To:	FA & CAO, Deendayal Port Authority, Gandhidham in form of Demand Draft/Pay Order/Bankers Cheque and shall be submitted in electronic format through on line (by scanning) while uploading the bid
Bid Security/ EMD (INR):	Rs. 895880/- Demand Draft (DD)/ Bankers' Cheque (BC)/ Pay Order (PO) / BG. for E.M.D. shall be submitted in electronic format through on line (by scanning) while uploading the bid.
Bid Security/ EMD (INR) In Favour of:	FA & CAO, Deendayal Port Authority, Gandhidham
Conditions.	<p>1. The submission of E.M.D. & tender as above shall mean that EMD and Tender fee are received. Accordingly offer of those shall be opened whose E.M.D. & tender fee is received electronically. However, for the purpose of realization bidder shall send the same in original to Dy. Conservator at the time of tender opening or send the same through R.P.A.D. so as to reach to Dy. Conservator, Deendayal Port Authority, A.O. Bldg., Gandhidham within 7 days</p>

from the date of Opening.

2. 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 subclass activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below shall only become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in preliminary bid a scanned copy of valid certificate :

SECTION - F	MANUFACTURING
DIVISION - 30	MANUFACTURING OF OTHER TRANSPORT EQUIPMENT
GROUP 301	Building of ships and boat
CLASS 3011	Building of ships and floating structures
Sub-Class 30111	Building of commercial vessels: passenger vessels, ferry-boats, cargo ships, tankers, tugs, hovercraft (except recreation-type hovercraft) etc.
Sub-Class 30112	Building of warships and scientific investigation ships etc.
Sub-Class 30113	Building of fishing boats and fish-processing factory vessels

3. Integrity Pact document need to be submitted in Preliminary bid stage duly scanned, stamped, signed and dated along with both witness signatures (to be arranged by the bidder) as per format available in **Annexure-I** in the tender document failing which bid

	submitted by the bidder will be considered non-responsive.
Bid Document Downloading Start Date	28/06/2023
Bid Document Downloading End Date	27/07/2023 up to 15:00 Hrs.
Date & Place of Pre Bid Meeting	11/07/2023 Time 16.00 Hrs. at Chamber of Dy. Conservator, A.O Building Gandhidham (Kutch)
Last Date & Time for Receipt of Bids	27/07/2023 @ 15:30 Hrs.
Bid Validity Period	120 Days
Bid Opening Date	Technical Bid will be opened on 27/07/2023 @16:00 Hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.
Documents required to be submitted by scanning through Online	<ul style="list-style-type: none"> a. Documents in support of fulfilling Qualifying Criteria as indicated above. b. EMD in form of Demand draft/Bankers Cheque/Pay order/Bank Guarantee. c. Tender fee in form of Demand draft/Bankers Cheque/Pay order. d. Integrity Pact Agreement e. Documents Mentioned in Eligibility Criteria. f. Detailed drawing and specifications of the proposed speed boat/patrol boat.
Officer- inviting Bids:	Deputy Conservator,
Bid Opening Authority:	Deputy Conservator,
Address:	Deputy Conservator, A.O. Building, 1st Floor, DEENDAYAL PORT AUTHORITY GANDHIDHAM – KUTCH, GUJARAT – INDIA PHONE NO: + 91-2836-233585, 220235 FAX NO: + 91 – 2836 – 233585

Contact Details:	PHONE NO: + 91-2836-233585, 220235 FAX NO: + 91 – 2836 – 233585 Email dyconservator@deendayalport.gov.in
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SECTION-I. Instructions to Tenderers

A. General

1. Scope of Tender

1.1 The Employer/Port indicated in the Tendering information Sheet (TIS), issues these Tendering Documents for the work of **“DESIGN CONSTRUCTION AND SUPPLY OF 1 NO. SPEED BOAT (PATROLING BOAT) FOR WATERFRONT SECURITY OF DEENDAYAL PORT WITH OPERATION AND MAINTENANCE FOR THE PERIOD OF 05 YEARS”** as specified in Section V, Schedule of Requirements.

1.2 Throughout these Tendering Documents:

- (a) The term "in writing" means communicated in written form by printed and/ or neatly typed on computer. Communication means message received by the Employer or received from Employer by mail, e-mail, fax, telex, courier, post with proof of receipt/ delivery;
- (b) If the context so requires, "singular" means "plural" and vice versa;
- (c) and "day" means calendar day.
- (d) "Procurement" means the entire scope of work as specified in Section V, Schedule of Requirement.

2. Name of Procurement

2.1 The Title and Brief Description of Scope of Supply as Specified in TIS.

3. Fraud and Corruption

3.1 The Employer/Port, Tenderers, Contractors, sub-Contractor and consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer/ Port:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in execution;

- (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
 - (iii) "Collusive practice" a scheme or arrangement between two or more Tenderers designed to establish tender prices at artificial, non competitive level; and
 - (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
 - (b) will reject a proposal for award, if it determines that, the Tenderer recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
 - (c) will terminate contract if it determines at any time that representatives of the Employer/Port engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract;
 - (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practice in competing for, or in executing a contract and;
 - (e) will have the right to require that a provision be included in Tendering Documents and in contracts, requiring Tenderers, Contractors and contractors and consultants to permit the Employer to inspect their accounts and records and their documents relating to the Tender submission and contract performance.
- 3.2 Furthermore, Tenderers shall be aware of the provision stated in Sub- Clause 34.1 (a) (iii) of the General Conditions of Contract.

4. Eligible Tenderers:

- 4.1 A Tenderer and all parties constituting the Tenderer may have the Nationality of any country. A Tenderer shall be deemed to have the

Nationality of a country if the Tenderer is a citizen or is constituted incorporated or registered and operates in conformity with the provision of the laws of that country. This criterion shall also apply to the determination of the Nationality of proposed subcontractors or Contractors for any part of the contract including Related Services.

- 4.2 A Tenderer shall not have a conflict of interest. All Tenderer found to have conflict of interest shall be disqualified. Tenders may be considered to have a conflict of interest with one or more parties in this Tendering process, if they;
- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurements of the goods to be purchased under these Tendering Documents; or
 - (b) Submit more than one Tender in this Tendering process However, this does not limit the participation of subcontractors in more than one Tender;
- 4.3 A Tenderer that is under a declaration of ineligibility by the Employer in accordance with ITT Clause 3, at the date of contract award, shall be disqualified.
- 4.4 Tenderer shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. Eligibility Equipment/Goods & Related Services

- 5.1 All the equipment and related services to be supplied under the contract as specified under section V, Schedule of Requirements.

For purpose of this clause, the term Goods means Speed/Patrolling Boats or above which includes commodities, raw materials, machinery, equipment and industrial plants; and "related services" includes services such as insurance, testing etc. before loading of material in vessel/ carrier at supplier's country as specified in section V, Schedule of Requirements.

B. Contents of Tendering Documents

6. Sections of Tendering Documents

- 6.1 The Tendering Documents consist of Parts 1, 2 and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITT Clause 8.

PART 1 Tendering Procedures:

Section I. Instruction to Tenderers (ITT)

Section II. Tender information Sheet (TIS)

Section III. Evaluation and Qualification Criteria.

Section IV. Tendering Forms

PART 2 Supply Requirements:

Section V. Schedule of Requirements

PART 3 Contract:

Section VI. General Conditions of Contract (GCC)

Section VII. Special Conditions of Contract (SCC)

Section VIII. Contract Forms

- 6.1.2 The complete Tender Documents (except drawings) may be downloaded from the Port's web site as specified in **TIS**. Such downloaded documents shall be considered valid for participating in the Tender process. Demand Draft (DD)/Bankers' Cheque (BC)/Pay Order (PO) for both EMD and Tender Fee shall be submitted in Electronic Format only through online (by scanning) while uploading the bid. This submission shall mean that EMD and tender fee are received. Accordingly, offer of those bidders shall only be opened whose EMD & Tender Fee is received electronically. The bidder may submit, at its option, the EMD in form of Bank Guarantee (BG) if favour of "The Board of Deendayal Port Authority, A.O. Building, Gandhidham. However, for the purpose of realization, bidder shall send the same in original to Deputy Conservator (DD) at the time of tender opening or send the same by hand/courier/RPAD/Speed post so as to reach the Dy. Conservator, A.O Building, Gandhidham within 07 days from the last date of opening.

Submission of EMD, tender fees and other documents during office hours:
on date 04/11/2022 to 10/11/2022

hand/courier/RPAD/Speed post in the chamber of Dy. Conservator, A.O Building, 1st Floor, Gandhidham (Kutch), Gujarat. The Notice Inviting Tender (NIT) issued by the Employer forms part of the Tendering Documents.

- 6.2 The Employer shall make his all-out efforts to ensure the correctness of Documents available on the Website. However, the Employer is not responsible for the completeness or correctness of the Tendering Documents and their addendum, if they were not obtained directly from the websites.
- 6.3 The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tendering Documents. Failure to furnish all information or documentation required by the Tendering Documents may result in the rejection of the Tender.
- 6.4 The Tender Documents (along with drawings, if any) are available with the office of the Employer as specified in Tender Information Form for sale as specified in TIS. **(Not Applicable).**
- 6.5 At the time of submission of (the hard copy of) the tender document along with all required documents, the tenderer shall give an undertaking that no change have been made in document. If any, discrepancy is noticed at any stage between the Port's tender document uploaded on websites and the one submitted by the tenderer, the conditions mentioned in the port's printed documents shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

7. Clarification of Tendering Documents

- 7.1 A prospective Tenderer requiring any clarification of the Tendering Documents shall contact the Employer in writing at the Employers address specified in the TIS. The Employer will respond in writing to any request for clarification, provided that such request is received not later than seven (7) days prior to the date of pre-bid meeting. As specified in TIS, Employer will conduct the Pre-bid meeting and the prospective Tenderers may attend the Pre-bid meeting. Employer shall issue clarification during the meeting. The Employer shall hoist the clarification on websites: <http://www.Deendayalport.gov.in> as well as <https://www.nprocure.com> & <http://www.eprocure.gov.in>, without identifying its source. Should the Employer deem it necessary to amend the Tendering Documents as a result of a clarification, it shall do

so, following the procedures under ITT Clause 8 and ITT sub Clause 24.2. However, the Minutes of Meeting/Clarification/Addenda shall be posted on the websites only.

- 7.2 The Tenderer shall be deemed to have thoroughly examined the General and Special Conditions of contract, Various Schedules, drawings and scope of site works and restrictions thereof. If he shall have any issue to be clarified, the same shall be brought to the notice of the Employer in writing in the pre-bid meeting as mentioned in clause 7.1 above.

8. Amendments of Tendering Documents

- 8.1 At any time prior to the deadline for submission of Tenders, the Employer may amend the Tendering Documents by issuing addendum.

- 8.2 Any addendum issued shall be part of the Tendering Document and shall be hoisted on websites only.

To give respective Tenderer reasonable time in which to take addendum into account in preparing their Tenders, the Employer may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub-Clause 24.2.

C. Preparation of Tenders

9. Cost of Tendering

- 9.1 The Tenderer shall bear all cost associated with the preparation and submission of its Tender, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

10. Language of Tender

- 10.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be written in the English language only. Supporting documents and Printed literatures that are the part of the Tender may be in another language provided, they are accompanied by an accurate translation of the relevant passages into the English language only, in which case for purpose of interpretation of the Tender such translation shall govern.

11. Document Comprising the Tender

11.1 The Tender shall comprise the following:

- (a) Form of Tender and the applicable Price Schedule in accordance with ITT Clause 12, 14 and 15.
- (b) Earnest Money Deposit (EMD), in accordance with ITT Clause 21;
- (c) Written confirmation authorizing the signatory of the Tenderer to commit the Tender, in accordance with ITT Clause 22;
- (d) Documentary evidence in accordance with ITT Clause 16 establishing the Tenderers eligibility to Tender;
- (e) documentary evidence in accordance with ITT Clause 17, that the Goods and related services to be supplied by the Tenderer as specified in section V, Schedule of Requirement;
- (f) Documentary evidence in accordance with ITT Clause 18 and 30, that the Goods and related services confirm to the Tendering Documents;
- (g) Documentary evidence in accordance with ITT Clause 19 establishing the Tenderers qualifications to perform the contract if its Tender is accepted; and
- (h) Any other documents required in the TIS.

12. Form of Tender and Price Schedules

12.1 The Tenderer shall submit the form of tender using the form furnished in Section IV, Tendering forms. This form must be completed without any alterations to its format and no substitute shall be accepted. All blank spaces shall be filled in with the information requested.

12.2 The Tenderer shall submit the online Price Schedule for Goods and related Services according to Section IV, Schedule of requirements, as appropriate, using the forms furnished in Section IV, Tendering Forms.

12.3 The Tenderer shall submit duly filled in form of Tender set in accordance with ITT Clause 23, along with both Techno-Commercial and Price Covers. In the Techno-Commercial Cover, the price related clause(s) shall be left blank and comment shall be made "Refer to the form of Tender and Price Cover".

13. Alternative Proposal

13.1 Alternative proposals shall not be considered at all.

14. Tender Prices and Discounts

14.1 The prices and discounts quoted by the Tenderer in the form of Tender and in the price, Schedule shall confirm to the requirements specified below.

14.2 All lots and items must be listed and priced separately in the Price Schedule. If a price Schedule shows item listed but not priced their prices shall be assumed to be included in the price of other items. Items not listed in the price Schedule but specified in the Section V, Schedule of Requirements, their prices are deemed to have been in the Prices of other items.

14.3 The Price to be quoted in the Form of Tender shall be total price of the Tender, excluding any discounts offered.

14.4 The Tenderer shall quote unconditional discounts, if any and indicate the method for their application in the form of Tender.

14.5 The terms EXW, FOB, CIF, and other similar terms shall be governed by the rules prescribed in the current edition of Inco-terms, published by the International Chamber of Commerce, as specified in the TIS.

14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Tendering Forms. The dis-aggregation of price component is required solely for the purpose of facilitating the comparison of Tenders by the Employer. This shall not in any way limit the Employer's right to contract on any other terms offered. The Tenderer may obtain transport and insurance services as specified in TIS. Prices shall be entered in the following manner:

(a) For Goods Manufactured in India:

(i) The price of the Goods quoted EXW (ex works, ex-factory, ex ware house, ex showroom, or off-the-shelf, as applicable), including sales and other taxes already paid or

- payable on the components and raw materials used in the manufacture or assembly of the Goods.
- (ii) any sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Tenderer; and
- (iii) The price for inland transportation, insurance and other local services required to convey the Goods to their final destination (Project Site) Specified in **TIS**.
- (b) For Goods manufactured outside India, to be imported:
 - (i) the price of the Goods, quoted FOB named port of loading, as specified in the TIS;
 - (ii) the price for inland transportation, insurance and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the TIS;
 - (iii) in addition to the prices specified in (b) (i) above, the price of the Goods to be imported may be quoted FOB (named Port of loading) and cost of insurance and freight and Taxes and duties required to be paid in India separately till the Goods received at Project site i.e. Deendayal Port Authority, Gujarat, India;
- (c) For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements;
 - (i) The price of each item comprising the Related Services (inclusive of all applicable taxes but excluding service tax).

14.7 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account unless otherwise specified in TIS and in accordance with GCC Clause 30.1. A Tender submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITT Clause 30.

15. Currencies of Tender

15.1 The Tenderer shall quote in Indian Currency (INR) only.

15.2 (Not applicable) The Tenderer may express the Tender price equivalent to US \$ or Euro. If the Tenderer wishes to be paid in a combination of amounts in different currencies, he may quote his price accordingly but shall use not more than two currencies including the currency of India unless otherwise specified in TIS.

15.3 (Not applicable) For evaluation purposes, exchange rate shall be in accordance with ITT clause 34.1.

16. Documents Establishing the Eligibility of the Tenderer

16.1 To establish their eligibility in accordance with ITT Clause 4 Tenderers shall complete the form of Tender included in Section IV, Tendering Forms.

17. Documents establishing the eligibility of the Goods and Related Services.

17.1 To establish the eligibility of the Goods and Related Services in accordance with ITT Clause 5, Tenderer shall complete the country of origin declaration in the Price Schedule Forms, included in Section IV, Tendering Forms.

18. Documents Establishing the Conformity of the Goods and Related Services.

18.1 To establish the conformity of the Goods and Related Services to the Tendering Documents, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards as specified in Section V, Schedule of Requirements.

18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related services to the Technical specification, and if

applicable, a statement of deviations and exceptions to the provision of the Schedule of Requirements.

- 18.3 The Tenderer shall also furnish a detail list giving full particulars, including available sources and current prices of spare parts including critical parts, special tools etc. necessary for the proper and continuing functioning of the Goods during the period specified in the TIS following commencement of the use of the Goods by the Employer.
- 18.4 Standard for workmanship, process, material and equipment as well as reference to brand names or catalogue number specified by the Employer in the Schedule of Requirement are intended to be descriptive only and not restrictive.

19. Documents Establishing the Qualification of the Tenderer.

- 19.1 The documentary evidence of the Tenderer qualifications to perform the contract if its Tender is accepted shall establish to the Employers satisfaction:
- (a) that, if required in the TIS, a Tenderer that does not Manufacture or produce the Goods it offers to supply shall submit the Manufacturers' Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in India.
 - (b) that, if required in the TIS, in case, a Tenderer not doing business within India, the Tenderer is or will be (if awarded the contract) represented by an agent in the country equipped and able to carry out the Contractor's maintenance, repair and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (c) that, the Tenderer meets each of the qualification criterions specified in SECTION III, Evaluation and Qualification Criteria.

20. Period of Validity of Tender

- 20.1 Tender shall remain valid for the period specified in the TIS after the Tender submission deadline date prescribed by the Employer. A Tender valid for a shorter period will be rejected by the Employer as non responsive.

20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Employer may request Tenderers to extend the period of validity of their Tenders.

The request and the responses shall be made in writing. If an EMD is requested in accordance with ITT Clause 21, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its EMD. A Tenderer granting the request shall not be required or permitted to modify its Tender.

21. Earnest Money Deposit (EMD)

21.1 The Tenderer shall furnish as part of its Tender, an EMD, as specified in the TIS.

21.2 The EMD shall be in the amount specified in the TIS and denominated in the currency of the Employers Country, and shall;

- (a) at the Tenderers option, be in the form of either a Demand Draft/ Pay Order/ Certified Cheque / Bankers cheque payable in India in accordance with ITT clause 21.1 and as specified in the TIS from a Nationalized bank of India preferably having a branch in accordance with ITT clause 21.1 and as specified in the TIS;
- (b) EMD not in the form and manner as per ITT clause 21.2(a) will not be accepted and bid shall be treated as bid without EMD;
- (c) be in accordance with the form of EMD included in Section IV, Tendering forms or other form approved by the Employer prior to Tender submission;
- (d) be payable promptly upon written demand by the employer in case the condition listed in ITT Clause 21.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the Tenders, or as extended, if applicable, in accordance with ITT Clause 20.2;

21.3 If an EMD is required in accordance with ITT Sub-Clause 21.1, any Tender not accompanied by EMD in accordance with ITT Sub-Clause 21.1 shall be rejected by the Employer as non-responsive.

- 21.4 The EMD of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderers furnishing of the Performance Guarantee pursuant to ITT Clause 44.
- 21.5 The EMD may be forfeited:
- (a) if a tenderer withdraws its Tender during the period of Tender validity specified by the tenderer on the form of tender except as provided in ITT sub clause 20.2; or
 - (b) If the successful Tenderers fails to;
 - (i) Signs the contract in accordance with ITT Clause 43;
 - (ii) Furnish a performance guarantee in accordance with ITT clause 44.
 - (iii) Pursuant to ITT Clause 31.4
- 21.6 The EMD of a JV must be in name of the JV that submits the Tender. If the JV has not been legally constituted at the time of tendering, the EMD shall be in the names of all future partners or in the name of lead partner as named in the letter of intent mentioned in section IV, Tendering forms, tendering information form.
- 21.7 The tenderer shall note that, no interest is payable on the EMD by the Employer.

22. Format and Signing of Tender

- 22.1 The tenderer shall prepare one original documents comprising the tender as described in ITT Clause 11 and clearly mark it "ORIGINAL". In addition, the tenderer shall submit copies of the tender, in the number specified in the TIS and clearly mark them "COPY" in the event of any discrepancy between the original and the copies the original shall prevail.
- 22.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the tenderer.
- 22.3 Any interlineations, erasures or overwriting shall be valid only if they are signed or initiated by the person signing the tender.

- 22.4 At the time of submission of (the hard copy of) the tender document along with all required documents, the tenderer shall give an undertaking that no change have been made in document. If 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.

D. Submission and Opening of Tenders

23. Submission, Sealing and Marking of Tenders

- 23.1 Tenderers may submit their tenders as specified in the TIS and in the form and manner in accordance with ITT clause no.23 and 24.

Tenderer shall submit their tender online on website <https://www.nprocure.com> only. The hard copy of the tender submitted online including tender fees, EMD and enclosures excluding priced bid without mentioning the rates quoted elsewhere, signed on bottom of each page in token of acceptance of Tender Conditions, shall be submitted within 7 days of opening of online bid by hand/courier/RPAD/Speed post in the chamber of Deputy Conservator, A.O. Building, 1st Floor, DEENDAYAL PORT AUTHORITY, GANDHIDHAM – KUTCH, GUJARAT – INDIA PHONE NO: + 91-2836-233585, 220235 FAX NO: + 91 – 2836 – 233585, Email ID Email ID Email dyconservator@deendayalport.gov.in

- 23.2 **(This Clause is Not Applicable)** The inner and outer envelope shall:
- (a) bear the name and address of the tenderer;
 - (b) be addressed to the employer in accordance with ITT Sub- clause 24.1;
 - (c) bear the specific identification of this Tendering process indicated in ITT 1.1 and any additional identification mark in accordance with ITT Clause 23.4 and as specified in the TIS; and
 - (d) bear a warning not to open before the time and date for tender opening in accordance with ITT sub clause 27.1.
- 23.3 If all envelopes are not sealed and marked as required under ITT sub clause 23.4, the Employer will assume no responsibility for the misplacement or premature opening of the tender.

23.4 (This Clause is Not Applicable) - There will be three inner envelopes. One for EMD, second for techno-commercial offer and the third for price bid. All the three inner envelopes shall be sealed separately as under :

- (a) Cover containing earnest money deposit as specified in ITT clause no.21 and cover shall be titled "EARNEST MONEY DEPOSIT". EMD may be lodged by the bidder separately also with the Employer nominated officer before the dead line of submission of tender as specified in ITT Clause 24.
- (b) Techno-commercial offer to be sealed with all relevant documents as required as per ITT Clause no 11 and shall be titled "TECHNO COMMERCIAL OFFER".
- (c) Price offer shall be separately sealed and shall be clearly titled "PRICE BID- NOT TO OPEN TILL SHORT LISTING APPROVAL".
- (d) All the above three inner envelopes shall be sealed separately in an outer envelope as per ITT clause no 23.2

24. Deadline for submission of tender

- 24.1 Tenders must be received by the Employer on the website & hard copy thereof at the address and not later than the date and time specified in the TIS.
- 24.2 The Employer may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering documents in accordance with ITT clause 8, in which case all rights and obligation of the Employer and Tenderer previously subjected to the deadline shall thereafter be subjected to the deadline as extended.
- 24.3 All Tenders shall be received by the nominated officer of the Employer on or before the deadline of submission of offers as indicated in TIS.

25. Late Tenders

- 25.1 The Employer shall not consider any Tender that arrives after the deadline for submission of Tenders in accordance with ITT clause 24, any Tender received by the Employer after the deadline for submission of Tenders will be declared late, rejected and returned unopened to the tenderer.

26. Withdrawal, Substitution and Modification of Tenders (Clause 26.1 & 26.2 are Not Applicable)

- 26.1 A Tenderer may withdraw, substitute or modify its tender after it has been submitted by sending a written notice in accordance with ITT clause 23, duly signed by an authorized representative and shall include a copy of the authorization (the power of attorney) in accordance with ITT sub clause 22.2 (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the tender must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITT Clause 22 and 23 (except that withdrawal notice do not require copies) and in addition the respective envelope shall be clearly marked "WITHDRAWAL", "SUBSTITUTION" or "MODIFICATION"
 - (b) received by the Employer prior to the deadline prescribed for submission of Tenders in accordance with ITT Clause 24.
- 26.2 Tenders requested to be withdrawal in accordance with ITT sub clause 26.1 shall be returned unopened to the Tenderers.
- 26.3 No Tenders may be withdrawn, substituted or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

27. Tender Opening

- 27.1 The Employer shall conduct the Online Tender opening at the address, date and time specified in the TIS.
- 27.2 **(Not Applicable)** - First envelope marked " WITHDRAWL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "Power of Attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contain a valid authorization to request the withdrawal and is read out at Tender opening. Next, envelopes marked " SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted tender will not be opened, but returned to the Tenderer. No Tender substitution will be

permitted unless the corresponding substitution notice contain a valid authorization to request the substitution and is read out at Tender opening. Envelopes marked " MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening. Only envelopes that are opened and read out at Tender opening shall be considered further.

27.3 (Not Applicable) - At first the outer envelope containing three inner envelopes shall be opened. Then the inner envelope marked "EMD" shall be opened. On confirmation of EMD in accordance with the ITT clause 21, the second inner envelope marked "Techno-Commercial Offer" shall be opened. Otherwise, the offer is considered rejected in accordance with the ITT clause 32.2. All envelopes except price bid cover shall be opened one at a time reading out the name of the Tenderer and where there is a modification; the Tender prices including any discount and alternative offers; the presence of EMD, if required and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at Tender opening shall be considered for evaluation. No Tender shall be rejected at Tender opening, except for late Tenders, in accordance with ITT Sub-Clause 25.1 and Tenders not accompanied by EMD in requisite for and manner in accordance with ITT clause 21. The B.G shall be verified independently by the Employer with the Bank, before finalization of Technical offers; in the event of lack of confirmation of issue of the B.G by the Bank, the bid shall stand disqualified. The third envelope marked " Price Bid" shall be opened only for those Tenderers whose Tender is considered responsive in accordance with ITT clause 30 and shall be opened on a date and time conveyed after evaluation of techno- commercial offer in accordance with relevant clauses and schedules by the Employer.

- 27.4 (Not Applicable)** -The Employer shall prepare a record of the Tender opening that shall include, as a minimum the name of the Tenderer and whether there is withdrawal, substitution or modification the Tender price (per lot if applicable) if opened including any discounts and alternative offers if they were permitted and the presence or absence of a EMD. The Tenderers representatives who are present shall be requested to sign the attendance sheet. A copy of the record will be distributed to all Tenderers who submitted tender in time.
- 27.5** On the due date and time, the employer will first open Technical bids of all bids received including modifications. 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.

- 27.6 If any Bid contains any deviation from the Bid documents and / or if the same does not contain Bid security i.e., EMD and tender fees in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly.
- 27.7 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>, <https://www.eprocure.gov.in> and www.Deendayalport.gov.in.
- 27.8 The price bid i.e., BOQ will be opened only of those bids which qualify technically.

E. Evaluation and Comparison of Tenders

28. Confidentiality

- 28.1 Information relating to the examination, evaluation, comparison and post-qualification of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other person not officially concerned with such process until publication of the Contract Award.
- 28.2 Any effort by a Tenderer to influence the Employer in the examination, evaluation and comparison of the Tenders or contract award decision may result in the rejection of its Tender and forfeiture of EMD.
- 28.3 Notwithstanding ITT Sub-clause 28.2 from the time of Tender opening to the time of contract award. If any Tenderer wishes to contact the Employer on any matter related to the Tendering process, it should do so in writing.

29. Clarification of Tenders

- 29.1 To assist in the examination, evaluation and comparison of the tenders, the Employer may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered or permitted, except to confirm the correction

of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with ITT clause 31.

30. Responsiveness of Tenders

- 30.1 The employer's determination of tender's responsiveness shall be based on the contents of the tender itself and clarification in accordance with ITT clause 29.
- 30.2 A substantially responsive Tender is one that conforms to all the terms, conditions and specifications of the tendering documents without material deviation, reservation or omission. A material deviation, reservation or omission is one that:
- (a) Affects in any substantial way the scope, quality, or performance of the goods and related services specified in the contract; or
 - (b) Limits in any substantial way inconsistent with the Tendering documents the Employers right or the tenderers obligation under the contract; or
 - (c) If rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
- 30.3 Tenders shall not contain the following information/ conditions to consider them responsive:
- (a) Either direct or indirect reference leading to reveal the prices of the tenders in the techno-commercial covers:
 - (b) Techno-commercial condition in the price cover
 - (c) Adjustable prices.
 - (d) Irrelevant information.
- 30.4 If a Tender is not substantially responsive to the Tendering documents, it shall be rejected by the Employer and may not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation or omission.

31. Non-conformities, Errors and Omissions

- 31.1 Provided that a Tender is substantially responsive the Employer may waive any non-conformities or omissions in the Tenders that do not constitute material deviation.
- 31.2 Provided that a Tender is substantially responsive the Employer may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time to rectify non- material non-conformities of omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspects of the price of the Tender. Failure of the tenderer to comply with the request may result in the rejection of its Tender.
- 31.3 Provided that the Tender is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Employer there is an oblivious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and unit prices shall be corrected;
 - (b) if there is any error in total corresponding to the addition or subtraction of subtotals, the subtotals or arithmetically corrected sub totals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 31.4 If the Tenderer that submitted the lowest evaluated Tender does not accept the correction of arithmetical errors, its Tender shall be rejected and treated in accordance with ITT Clause 21.5

32. Preliminary Examination of Tenders

- 32.1 The Employer shall examine the Tender to conform that all documents and technical documentation requested in ITT Clause 11 have been provided and to determine the completeness of each documents submitted.

32.2 The Employer shall confirm that the following documents and information have been provided in the Tender. If any of these documents or information is missing, the offer shall be rejected.

- (a) Form of Tender, in accordance with ITT sub-clause 12.1;
- (b) Price Schedule, in accordance with ITT sub-clause 12.2;
- (c) EMD, in accordance with ITT sub-clause 21, if applicable,

33. Examination of Terms and Conditions; Technical Evaluation

33.1 The Employer shall examine the Tender to conform that all Terms and Conditions specified in the GCC and the SCC have been accepted by the Tenderer without any material deviation or reservation.

33.2 The Employer shall evaluate the technical aspects of the Tender submitted in accordance with ITT clause 18, to confirm that all requirements specified in section V, Schedule of Requirements of the Tendering Documents have been met without any material deviation or reservation.

33.3 If, after the examination of the terms and conditions and the technical evaluation the Employer determines that the Tender is not substantially responsive in accordance with ITT clause 30, it shall reject the tender.

34. Conversion to Single Currency

34.1 For evaluation and comparison purpose the Employer shall convert all Tender prices expressed in amounts in various currencies into an amount in a single currency specified in TIS, using the selling exchange rates established by the sources and on the date specified in the TIS.

35. Domestic/Price/Purchase Preferences

35.1 No Domestic/Purchase/Price Reference is envisaged unless otherwise stated in TIS.

36. Evaluation of Tenders

36.1 The Employer shall evaluate each Tender that has been determined up to this stage of the evaluation to be substantially responsive. The Employer shall evaluate the Techno Commercial cover as following:

- (a) Evaluation in accordance with ITT clause 32 and 33

(b) Evaluation in accordance with Section III

36.2 To evaluate a tender, the Employer shall only use all the factors, methodologies and criteria defined in ITT clause 36. No other criteria or methodology shall be permitted.

36.3 To evaluate a Tender of those Tenderers whose Tenders are evaluated in accordance with ITT clause 36.1 and found responsive in accordance with ITT clause 30. The Employer shall consider the following:

- (a) Evaluation will be done for as specified in the TIS; and the Tender price as quoted in accordance with clause 14;
- (b) Price adjustment for correction of arithmetic errors in accordance with ITT sub clause 31.3;
- (c) Price adjustment due to discounts offered in accordance with ITT sub clause 14.4;
- (d) Due to the application of the evaluation criteria specified in the TIS from amongst those set out in section III, evaluation and qualification criteria.

37. Comparison of tenders

37.1 The Employer shall compare all substantially responsive Tenders to determine the lowest evaluated Tender, in accordance with ITT clause 36.

38. Joint venture

38.1 JV is permitted as specified in TIS.

39. Employer's Right to Accept Any Tender and to Reject Any or All Tenders

39.1 The Employer reserve the right to accept or reject any Tender and to annual the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to Tenderers.

F. Award of Contract

40. Award criteria

40.1 The Employer shall award the contract to the Tenderer whose offer has been determined to be the lowest evaluated Tender and is substantially responsive to the Tendering documents based on the "FINAL COST" to the Employer.

40.2 **(Not Applicable)** - In the unlikely event of lowest evaluated Tenderer backing out, the Employer reserve the right to negotiate with the next lowest bidder to match the lowest evaluated Tenderer's price.

41. Employer's right to vary quantities at time of award

41.1 At the time the contract is awarded the Employer reserve the right to increase or decrease the quantity of goods and related services originally specified in section V, Schedule of requirements provided this does not exceed the percentages specified in the TIS and without exceed the percentage specified in TIS, and without any change in the unit prices or other terms and conditions of the Tender and the Tendering Documents.

42. Notification of Award

42.1 Prior to the expiration of the period of Tender validity or extended validity in accordance with ITT clause 20.2 the Employer shall notify the successful Tenderer, in writing, that its Tender has been accepted.

42.2 Until a formal contract prepared and executed the notification of award and form of Tender shall constitute a binding contract.

42.3 The Employer shall publish in its website the notification of award detailing the following information;

- i. Tender No.
- ii. Item/Nature of work.
- iii. Mode of Tender Enquiry
- iv. Date of Publication of NIT.
- v. Type of Bidding (Single/Two bid system)
- vi. Last date of receipt of tender
- vii. Nos. of tenders received.
- viii. Nos. and names of parties qualified after technical evaluation.
- ix. Nos. and names of parties not qualified after technical evaluation.
- x. Whether contract awarded to lowest tenderer/ evaluated L1.
- xi. Contract No. & date
- xii. Name of Contractor
- xiii. Value of Contract
- xiv. Scheduled date of completion of supplies.

42.4 Upon the successful Tenderers furnishing of the signed agreement form and Performance Guarantee pursuant to ITT clause 44, the Employer

will promptly notify each unsuccessful Tenderer and will discharge its EMD, pursuant to ITT clause 21.4.

43. Signing of Contract

- 43.1 Promptly after notification, the Employer shall send to the successful Tenderer the draft agreement and the special conditions of contracts.
- 43.2 Within the specified period as specified in TIS, the successful tenderer shall sign, date and return the agreement form to the Employer from the date of receipt of Notification of award issued by the Employer in accordance With ITT clause 42.1
- 43.3 All costs, charges and expenses of drafting the contract agreement including stamp duty shall be borne by the successful Tenderer.

44. Performance Guarantee

- 44.1 Within specified period, as specified in TIS of the receipt of notification of award from the Employer, the successful Tenderer, if required, shall furnish the Performance Guarantee in accordance with the GCC, using for that purpose the performance guarantee form included in section VIII, Contract forms or another form acceptable to the Employer. The Employer shall promptly notify the discharge of EMD to each of the unsuccessful Tenderers pursuant to ITT sub-clause 21.4, from the date of receipt of notification of award in accordance with ITT Clause of 42.1.
- 44.2 Failure of the successful Tenderer to submit above mentioned Performance Guarantee or sign the contract shall constitute sufficient grounds for the annulments of the award and forfeiture of the EMD in accordance with ITT clause 21.
- 44.3 All costs, charges and expenses including drafting and/or approving drafts and stamp duty and as well as Bank Guarantee or any other form in accordance with GCC clause 17, shall be borne by the Successful Tenderer.
- 44.4 No interest shall be payable by the Employer on performance Guarantee Amounts

45. Transportation and Communication. (Not Applicable)

45.1 The Successful Tenderer shall provide transport facilities to the Employer within the overall Tender Cost for making Site visits to the Project Site on day to day basis. The Transportation facility shall be suitable and to the dignity of the Official nominated by the Employer or as specified in TIS.

45.2 The successful Tenderer shall provide 2 sets of latest model, duly activated Mobile Phones or as specified in TIS, to the Employer for use of Employer's representatives to remain in contact with the work site, construction yards of the successful Tenderer. This service shall be made available within 14 days of receipt of Notification of Award. The amount of Monthly liability in normal circumstances shall not exceed Rs.1000/- per phone or as specified in TIS. The handset etc., shall be returned not later than 14 days from the date of release of Performance Guarantee in "as is where as condition". The contractor shall ensure that this connectivity is available uninterruptedly throughout the duration as specified.

46 All bidders shall scan and forward the following information and documents with their bids :

- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- b. Experience in works of a similar nature for the last five years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
- c. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years.
- d. Authority to seek references from the Bidder's bankers.
- e. PAN, Registration with GST, Provident Fund Authorities.
- f. EMD in approved form as prescribed.
- g. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- h. The rate quoted by the contractor shall be inclusive of all existing taxes and duties, except GST. The GST will be paid separately as admissible under GST Act.

However, party is supposed to comply with return to be filed with GST Authority as per GST Act. The rates are to be quoted in Indian Rupees only. The payment of the monthly bill will be made after submission by the contractor of the bill in triplicate duly certified. Income tax at applicable rates and surcharge thereon will be deducted from the monthly bill. The party will be allowed payment of only one bill in a month. The payment will be made in Indian Currency only.

- i. Any new taxes, duties other than the existing taxes and duties imposed by the Government, after opening of the Technical Bid will be reimbursed by the Port on production of documentary evidence and actual payments. Similarly, any benefit arising due to downward revision of Tax or any exemption availed by bidder shall be passed on to DPT based on documentary evidence.

**Signature & Seal
Contractor**

**Dy. Conservator of
Deendayal Port Authority.**

SECTION – II

Tender Information Sheet (TIS)

The following specific data for the goods to be procured shall complement, supplement or amend the provision in the instructions to tenderers (ITT). Wherever there is a conflict the provision herein shall prevail over those in ITT.

ITT clause Reference	A. General
ITT 1.1	The Employer is: DEENDAYAL PORT AUTHORITY Tender No. DC-___/2023 The name of Tender: TENDER FOR “ DESIGN CONSTRUCTION AND SUPPLY OF 1 NO. SPEED BOAT (PATROLING BOAT) FOR WATERFRONT SECURITY OF DEENDAYAL PORT WITH OPERATION AND MAINTENANCE FOR THE PERIOD OF 05 YEARS. ”
ITT 2.1	The title of the Project is: “ DESIGN CONSTRUCTION AND SUPPLY OF 1 NO. SPEED BOAT (PATROLING BOAT) FOR WATERFRONT SECURITY OF DEENDAYAL PORT WITH OPERATION AND MAINTENANCE FOR THE PERIOD OF 05 YEARS. ”
ITT 6.1.2	Complete Tender document (excluding drawing) is available at http://www.deendayalport.gov.in , https://www.nprocure.com & http://www.eprocure.gov.in . The documents may be downloaded. However, tender fees of Rs. 5900- (Non- refundable) towards the cost of tender documents shall be payable by Demand Draft (DD)/ Bankers’ Cheque (BC)/ Pay Order (PO) and shall be submitted in Electronic Format only through on line (by scanning) while uploading the bid. However, for the purpose of realization, bidder shall send the same in original to Deputy Conservator at the time of tender opening or send the same by hand/courier/RPAD/Speed post so as to reach the Deputy Conservator, Deendayal Port Authority, 1 st Floor, A.O Building, Gandhidham (Kutch), Gujarat within 07 days from the last date of opening.
B. Contents of Tendering Documents	
6.5 & 7.1	For Clarification of Tender Purpose only the Employer’s address is: Attention: Deputy Conservator, A.O. Building, 1st Floor, DEENDAYAL PORT AUTHORITY GANDHIDHAM – KUTCH, GUJARAT – INDIA PHONE NO: + 91-2836-233585, 220235 FAX NO: + 91 – 2836 – 233585 Email id: dyconservator@deendayalport.gov.in Tender documents are available for downloading till 03/11/2022 upto 15.00 Hrs.
C. Preparation of Tenders	

ITT 10.1	The language of the Tender is: English Tenderer shall not submit Tenders in ANY OTHER language. The contract to be signed with the successful Tenderer shall be written in the language in which the Tender was submitted, which will be the language that shall govern the contractual relations between the Employer and the SUCCESSFUL tenderer. A Tenderer shall not sign a translated version of its contract.
ITT 11.1 (h)	The Tenderer shall submit the additional documents in its Tender as per requirement of tender documents.
ITT 13.1	Alternative proposal shall not be considered.
ITT 14.5	The in co-terms edition is the latest prevailing on the date of opening of the tender.
ITT 14.6	Insurance and transport shall be arranged by the Contractor in accordance with GCC clause 23 and 24 respectively.
ITT 14.6(a) (iii) and (b)(ii)	"Final destination (Project site)": Inside Cargo Jetty Area, Deendayal Port Authority, New Kandla- 370210. Gujarat, India.
ITT 14.6 (b) (ii)	Port of Destination: Deendayal Port Authority, New Kandla, Gujarat, India. Pin: 370210.
ITT 14.6 (C) (i)	The rate quoted shall be inclusive of all taxes, duties and levies and transportation up to Deendayal Port Authority, New Kandla.
ITT 14.7	The prices quoted by the tenderer shall not be adjustable except on account of statutory taxes and duties payable in INDIA and in accordance with GCC clause 30.1
ITT 15.1 and 15.2	The tenderer is required to quote in the currency of India only.
ITT 18.3	Period of time the goods are expected to be functioning: 20 years
ITT 19.1(a)	Ship/Boat builder can only quote.
ITT 19.1(b)	Not applicable.
ITT 20.1	The tender validity period :120 days

ITT 21.1 & 21.2 (a)	<p>The tender shall be accompanied by Earnest Money Deposit of Rs.895880/-. The tender not accompanied with EMD in the prescribed format shall be treated as non-responsive.</p> <p>Tenderer shall include an EMD in the form of DD/ Bankers' Cheque/Pay Order/ Bank Guarantee to be submitted as under:</p> <p>The Earnest Money submitted in the form of Demand Draft/Banker's Cheque/ Pay Order to be drawn in favour of FA & CAO, Deendayal Port Authority, payable at Gandhidham.</p> <p>Earnest money in the form of Bank Guarantee shall be from any Nationalized/Scheduled (except co-op) Bank having branch at Gandhidham and shall be submitted in favour of "The Board of Deendayal Port Authority, A. O. Building, Gandhidham – Kachchh, Gujarat. (Format of BG for EMD provided in Section-IV).</p> <p>EMD shall be refunded to all other tenderers except for L1 and L2 immediately after ranking the bids based on price bids. However, EMD of L1 and L2 will be refunded immediately after entering into an agreement with the successful bidder and upon submission of Bank Guarantee towards Performance Guarantee by L1.</p> <p>EMD shall be valid for 28 days beyond the validity of bids in accordance with ITT clause 20.1.</p> <p>EMD in the form of BG submitted by the tenderer's be verified independently with the issuing bank. If Banker's confirmation is not received in a reasonable period, the BG is Considered as non-responsive and the bid shall not be taken up for evaluation</p>
ITT 21.2	<p>The amount of the Earnest Money Deposit (EMD) shall be: (Rs. 895880/- (Rupees Eight Lakh Ninety Five Thousand Eight Hundred Eighty only). Exemption from EMD to Micro & Small Enterprise as provided in NIT.</p>
ITT 21.6	<p>In case of JV, EMD to be submitted by Lead Member f JV.</p>
ITT 22.1	<p>In addition to the original of the Tender, the number of copies is: Nil. The hard copy shall be stamped, signed on each page, sealed and submitted in duplicate to the Deputy Conservator within 07 days from online submission of the bid.</p>
D. Submission and opening of Tenders	
ITT 23.1	<p>Tenderer shall submit the tender online on or before due date and time for submission of e-tender. Further, the Hard copy of the e-tender along with its enclosures shall be submitted within 07 days of opening of e-tender i.e. upto 10/11/2022 to the Dy. Conservator, A.O Building, Gandhidham (Kutch), Gujarat. Failing which the tender will be considered as non-responsive.</p>
ITT 23.2 (c)	<p>The inner and outer envelopes shall bear the additional identification marks: Tender for Notice no. DC-04/2022</p>

ITT 24.1 & 24.3	<p>For tender submission purposes, the employers address is: Attention:</p> <p>Deputy Conservator, A.O. Building, 1st Floor, DEENDAYAL PORT AUTHORITY GANDHIDHAM – KUTCH, GUJARAT – INDIA PHONE NO: + 91-2836-233585, 220235 dyconservator@deendayalport.gov.in</p> <p>The deadline for the submission of on line tender is: Date: 03/11/2022 Upto: 15:30 hrs.</p>
ITT 27.1	<p>The online tender opening shall take place at the address mentioned at: Office of the Deputy Conservator, A.O. Building, 1st Floor, DEENDAYAL PORT AUTHORITY GANDHIDHAM – KUTCH, GUJARAT – INDIA dyconservator@deendayalport.gov.in Date: 03/11/2022@ 16.00 Hrs.</p>
E. Evaluation and Comparison of Tenders	
ITT 34.1	Bidders to quote in Indian currency only (INR)
ITT 35.1	Domestic/price/purchase preference: Not applicable
ITT 36.3 (a)	Evaluation will be done on the basis of final cost to the Employer.
ITT 36.3 (d)	<p>The contract price shall be determined using the following criteria, from amongst those set out in section III, evaluation and qualification criteria.</p> <p>(a) Deviation in Delivery Schedule: No (b) Deviation in payment schedule: No (c) The Cost of major replacement components, mandatory spare parts, and service: No (d) the availability in India of spare parts and after-sales services for the equipment offered in the Tender: No (e) the projected opening and maintenance costs during the life of the equipment: No (f) the performance and productivity of the equipment offered: No.</p>
ITT 38.1	<p>(f) In a JV, all partners are jointly and severally responsible for the work. (g) In the case of bid submitted by JV/ Consortium, the lead partner of the JV shall meet the Minimum Eligibility Criteria of Similar Work Experience and Financial Turnover. (h) Lead Member shall be ship/boat builder and have designed, constructed and supplied at least one similar capacity or higher capacity speed boat/Pilot Boat or any other boat of similar capacity or higher capacity during last 5 years ending last day of month previous to one in which tender are invited (i) The similar works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of joint venture or as a sub contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience.</p>

	<p>(j) Bid Security as required shall be furnished by Lead Member of Joint venture.</p> <p>(k) Other conditions: Companies/Contractors may jointly undertake contract/contracts. The number of partners in JV/Consortium shall be limited to maximum of three. Each entity would be jointly and severally responsible for completing the task as per the contract, however declaration of the Lead member (JV has to designate one partner as Lead Member in their MOU) to be indicated by bidders. The firms with at least 26% equity holding each are allowed to jointly meet the eligibility criteria.</p> <p>(i) A legally binding Joint venture / Consortium Agreement signed by authorized signatories of all the partners of the JV/Consortium, as per the Proforma at Section-VIII shall be enclosed with the bid.</p> <p>(ii) Power of attorney duly executed and signed by legally authorized signatories of all the partners, authorizing the Lead Partner (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV/Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner, as per the proforma at Section-VIII, which shall be duly authenticated by a notary public or equivalent certifying authority, shall be enclosed with the bid.</p> <p>(iii) The bid and in the case of the successful bidder, the Agreement, shall be signed and / or executed in such a manner for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). The Contract shall be signed by legally authorized signatories of all partners</p> <p>(iv) The Lead Partner shall be authorized to receive instructions for and on behalf of the partners of the Joint venture and entire execution of the Contract including payment shall be carried out exclusively through the Lead Partner. A Statement to this effect should be included in the Joint Venture Agreement.</p> <p>(v) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a Statement to this effect should be included in the Joint Venture Agreement</p> <p>(vi) Bid Security as required shall be furnished by Lead Member of Joint venture.</p> <p>(vii) Performance Guarantee, as required, will be furnished by Lead Member of Joint venture.</p> <p>(viii) Participation by a firm in more than one JV /Consortium is not permissible. A firm who submits bid on individual capacity is not eligible to be a partner of a JV /Consortium. In case a firm's name appears in more than one bid then both application may be rejected</p> <p>(ix) Each partner must submit the complete documentation, or</p>
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	<p>portions applicable thereto, required qualifying the firm for bidding</p> <p>(x) All the partners of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.</p> <p>(xi) Notwithstanding demarcation or allotment of work among the partners, each partner shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.</p> <p>(xii) The Lead Partner shall be authorized to act on behalf of the JV/Consortium</p> <p>(xiii) All the correspondences between the Employer and the contractor shall be routed through the Lead Partner</p> <p>(xiv) In the event of default by the Lead Partner, it shall be construed as default of the Contractor; and Employer will take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.</p> <p>(xv) An undertaking that all the partners are jointly and severally liable to the Employer for the performance of the contract shall be enclosed with the bid</p> <p>(xvi) In the event of any partner leaving the JV, it shall be intimated to the Employer within 30 days by other partner(s). Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.</p> <p>(xvii) The contractor shall not alter its composition or legal status without the prior written permission of the Employer. Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.</p> <p>(xviii) One of the partners of JV/Consortium should have downloaded the bid documents.</p>
Award of Contract	
ITT 41.1	The maximum percentage by which quantities may be increased/ decreased shall be 25 % of individual items/ lots and overall effective contract cost at 15 %.
ITT 43.2 & 44.1	<p>Contract agreement shall be executed by the successful bidder within 14 days for National Competitive Tenders OR 28 days for International Competitive Tenders.</p> <p>Security Deposit/ Performance Guarantee shall be submitted by the successful bidder within 21 days for National Competitive Tenders OR 28 days for International Competitive Tenders after receiving LOA.</p>
ITT 45	Transportation and Communication – Not Applicable

**Signature & Seal
Contractor**

**Dy. Conservator of
Deendayal Port Authority**

SECTION-III

EVALUATION & QUALIFICATION CRITERIA

This section complements the instructions to Tenderers. It contains the criteria that the Employer may use to evaluate a Tender and determine whether a Tenderer has the required qualification. No other criteria shall be used.

Contents

1. Joint Venture (ITT 38.1)
2. Evaluation Criteria (ITT 36.3 {d})
3. Pre-Qualification Criteria

1. Joint venture clause (ITT 38.1):

Joint venture shall be applicable subject to the following:

- (i) In a JV, all partners are jointly and severally responsible for the work.
- (ii) In the case of bid submitted by JV/ Consortium, the lead partner of the JV shall also meet the Minimum Eligibility Criteria of Financial Turnover.
- (iii) Lead Member shall be **ship/boat builder** and have designed, constructed and supplied at least one similar capacity or higher capacity speed boat/Pilot Boat or any other boat of similar capacity or higher capacity during last 5 years ending last day of month previous to one in which tender are invited.
- (iv) The similar works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of joint venture or as a sub-contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience.
- (v) Bid Security as required shall be furnished by Lead Member of Joint venture

2. Evaluation Criteria (ITT 36.3 (d))

The Employer's evaluation of a Tender may take into account in addition to the tender price quoted in accordance with ITT clause 14.6, one or more of the following factors as specified in ITT sub-clause 36.1 and in TIS referring to ITT 36.3(d) using the following criteria and methodologies.

- (b) **Delivery schedule:** (as per Incoterms specified in the TIS)

The Goods specified in the list of goods are required to be delivered within the acceptable delivery period as specified in section V, Delivery schedule. No credit will be given to deliveries before the earliest date, and tenders offering delivery periods beyond planned delivery period shall be treated

as non-responsive.

- (c) **Deviation in payment schedule.**
 - (i) Tenderers shall state their Tender price for the payment schedule outlined in accordance with clause of GCC read with SCC. Tender shall be evaluated on the basis of final price to the Employer. Tenderers shall not be permitted to state an alternative payment schedule.
- (d) The Cost towards item No. 1 i.e. **“DESIGN CONSTRUCTION AND SUPPLY OF 1 NO. SPEED BOATS (PATROLING BOATS) FOR WATERFRONT SECURITY OF DEENDAYAL PORT WITH OPERATION AND MAINTENANCE FOR THE PERIOD OF 05 YEARS.”** shall include the cost incurred during 12 months (1 Year) of guarantee period for carrying out maintenance as per the schedule and any break down inclusive of supply of spares (critical, mandatory, consumables, replacement, etc. as the case may be) required for preventive and break down maintenance of boats.
- (e) The price offered for four years AMC period year-wise after expiry of one year guarantee period, includes Labour charges & cost of **spares (OEM & non OEM spares)** required for preventive and break down maintenance, submission of documents are required in Section V. The impact of a CAMC for 4 years & operation of 5 years on total financial implication shall be discounted at 7.5% discounting factor per annum for the purpose of N.P.V.

3. PRE-QUALIFICATION CRITERIA / BIDDING CONDITION

3.1 The Bidders shall fulfill the following pre-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. **268.76 Lakh**. The certificate from Chartered Accountant for turnover shall be submitted.
- 2) Experience of having successfully completed similar works during last 5 years ending last day of month previous to which tenders were invited shall be as under:
 - a. **Capability and Resources:** Only the **ship/boat builders** are eligible to quote against this tender. No. dealer/agent are eligible to quote. However, details of local representatives if any who will co-ordinate the above work should be indicated by the builder. The Bidder should be in business of DESIGN CONSTRUCTION AND SUPPLY OF BOATS/CRAFTS.
 - b. **Experience in last Five (5) years:** The ship/boat builder with proven design is eligible to quote for this tender. The ship/boat builder must have supplied and **commissioned at least 01 No. of similar type of speed boats/patrolling boats/Pilot boat or any other craft of similar/higher capacity during last 5**

years ending on last day of the month previous to the one in which tenders are invited.

- c. **Satisfactory Performance:** The Bidder shall submit the documentary proof for satisfactory performance from the owners/clients to whom the boats were supplied or from Users. **Recent Business Activities:** The Bidder should be in the business of designing, manufacturing and supplying of Boats/Crafts during last five years and documentary proof to be submitted in the form of work order/agreement/completion Certificate.
- d. **Similar works:** means designing, construction and Supply of **speed boats/patrolling boats/Pilot boat or any other craft of similar/higher capacity.**

In case of JV to qualify experience of supply of boats, number of boats supplied shall be merged to evaluate experience. Lead Member shall be **ship/boat builder** and have designed, constructed and supplied at least one similar or **higher** capacity speed boat/Pilot Boat or any other boat of similar or higher capacity during last 5 years ending last day of months previous to one in which tender are invited.

In the case of bid submitted by JV/ Consortium, the lead partner of the JV shall meet the Minimum Eligibility Criteria of Experience & Financial Turnover.

- 3.2** All bidders shall scan and forward the following information and documents with their bids.
- a. Copies of original documents defining the constitution or legal status, place of registration and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
 - b. 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.
 - c. Duly filled Forms mentioned in Section – IV- Part – I.
 - d. PAN & GST Registration
 - e. EMD in form of Demand draft/Banker's cheque/Pay Order from Nationalized /Scheduled bank/B.G. from Nationalized/Scheduled bank having branch at Gandhidham (Kutch), Gujarat. *In case of MSE Exemption, valid MSE Certificate shall be scanned and uploaded for availing EMD Exemption.*

- f. Tender fee in form of Demand draft/Banker's Cheque/Pay Order. In *case of MSE Exemption, valid MSE Certificate shall be scanned and uploaded.*
- g. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- h. A certificate by the bidder that they have not been banned / black listed by any govt. Agency.
- i. Power of attorney (dully accompanied by resolution of Board in case of Company).
- j. The completion certification should invariably mention the reference no. of work order/Purchase order, the date of completion and contract value.
- k. The copy of the supply/work order should also be submitted for which the bidder is submitting completion certificate.
- l. Bidders should give an undertaking letter duly stating that the documents submitted by them in support of their credentials are genuine and KPT is at liberty to take any action against the bidder if the said documents are found to be non-genuine.
- m. Bidders should give an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation.

3.3 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.

Specimen 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 tenderers.

1. Only for individual bidders

1.1 Constitution of legal status of Bidder (Attach copy)

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

2. Turnover of the Firm/JV

Year	Financial Year	Turn over
Last three financial years ending 31st March of the previous year for Indigenous bidder and as per the relevant rules of the particular country in case of foreign bidder.	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. CA certificate for turnover also furnished. In case of J/V turnover details of all partners of J/V to be furnished supported by CA certificates.

3. Similar works

Particulars	Year	No. of Woks	Value
Total value of completed Similar work as defined in the tender document during last 5 years.	2018-19		
	2019-20		
	2020-21		
	2021-22		
	2022-23		

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. ~~Proposed sub contracts and firms involved.~~ (Not Applicable)

Sections of works	Value of sub contract	Sub-contractor (name and address)	Experience in similar work

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

Other party (ies)	Port	Cause of dispute	Amount	Remark involved Showing resent status.

6. Additional information bidder may like to submit

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

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

<u>SPECIMEN FORMAT FOR EXCEPTIONS AND DEVIATIONS</u>

As pointed out in the tender call notice, bidders may stipulate here exceptions and deviations to the bid conditions, if considered unavoidable.

Sr.	Page no. of bid document	Clause no. of bid document	Subject deviation with reasons

Note: however, the bidders to note that, in the event of un-acceptable deviations, if any, the bid shall be liable for rejection. Bidders is discouraged to deviate from bid condition, specifications, delivery schedules, commercial terms as per the tender document,

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

Dated on_____ day of_____,_____(insert date of signing)

SECTION-IV.
TENDERING FORMS

Table of forms

1. Declaration Form
2. Authority Letter
3. Tender Submission Form
4. Tenderer Information Form
5. Joint Venture Partner Information Form **(Not applicable).**
6. EMD (Bank Guarantee)
7. B.G authorization
8. Price Schedule

SPECIMEN FORMAT FOR DECLARATION

(To be executed on bidder's Letter Head)

To. _____

(Project title)

Ref: _____

The undersigned, having studied the pre-qualification submission for the above mentioned project, hereby states:

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That, in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the opening of Price Cover of the Tender on the basis of provisions made in the Tender Documents to follow.
- (c) When the call for Tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (e) We also state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the printed tender document No. _____ available on <https://www.nprocue.com> is full and final for all legal/contractual obligations.

Date:

Place:

Name of Applicant: _____

Represented by (Name & capacity): _____

Note: Duly Notarized/Attested

SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID

(To be executed on Rs.100/- non-judicial Stamp Paper) (Foreign bidders may submit the L.O.A. on their letter head duly notarized).

To,
The (PORT Address)

Dear 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 against
tender no. _____and his specimen signature is appended
here to.

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

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

(Specimen signature)

Yours

faithfully,

Signature:

Name and designation:

For & on behalf of:

SPECIMEN FOR FORM OF BID

(To be executed on bidder's Letter Head)

(The Tenderer shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted. The Form shall be submitted in both the Techno-Commercial and Price Covers separately)

Date: (insert date of tender submission)

Tender No: (insert Tender number and Title)

To: (Complete name of Port)

We, the undersigned declare that:

- (a) We have examined and have no reservations to the tendering documents, including addenda No.: (insert the number and issuing date of each Addenda, Clarifications issued after Pre-bid meeting along with Minutes)
- (b) We offer to execute the work in conformity with the Tendering Documents and in accordance with the Delivery Schedules specified in the Schedule or Requirements in accordance with Tender Documents bearing no. (Insert Tender no.)
- (c) The total price of our Tender excluding any discounts offered in item(d) below, is [insert the total Tender price in words and figures, indicating the various amounts and the respective currencies]; [in case of Techno-Commercial offer it shall be mentioned that "as filled in the Price Bid"] and like to avail/not to avail (delete whichever is not applicable) the advance in accordance with GCC 15.1. **(This sub-clause is NOT APPLICABLE).**
- (d) The discounts offered and the methodology for their application are:
 Discounts: If our Tender is accepted, the following discounts shall apply, [specify in detail each discount offered and the specific item of the schedule of requirements to which it applies]; [in case of Techno-Commercial offer it shall be mentioned that "as filled in the Price Bid"]
 Methodology of application of the discounts: The discounts shall be applied using the following method: [specify in detail the method that shall be used to apply the discounts]; [in case of techno-commercial offer it shall be mentioned that "as filled in the Price Bid"] **(This sub-clause is NOT APPLICABLE)**
- (e) Our tender shall be valid for the period of time specified in ITT sub-clause 20.1, from the date fixed for the Tender submission deadline in accordance with ITT sub-clause 24.1 and it shall remain binding upon us and may be

accepted a any time before the expiration of that period or any extended period in accordance with ITT sub clause 20.2;

- (f) If our Tender is accepted, we commit to obtain a performance guarantee in accordance with ITT sub-clause 44 and GCC clause 17 for the due performance of the contract, as specified in specimen form the purpose;
- (g) INTEGRITY PACT IN DEENDAYAL PORT AUTHORITY

The Central Vigilance Commission (CVC) has been promoting integrity, transparency, equity and competitiveness in transactions by various organizations of the Government of India. Public procurement is an area of concern for the CVC, and many steps have been taken to put proper systems in place. In this context, Integrity Pact (IP), a tool conceptualized and promoted by Transparency International, an international NGO, aimed at preventing corruption in public contracting, has been found useful. It has been decided by Ministry of Shipping that all organizations under the Ministry will implement IP. IP should cover every tender / procurement above a specified threshold value. The threshold value of contracts / procurements / transactions incorporating IP would be such that it covers 90% by value of all contracts / procurements / transactions of the organization in the last 3 years. Presently the threshold is fixed as Rs.50 Lakhs. IP essentially envisages an agreement between prospective vendors / bidders, and Deendayal Port Authority, committing the persons / officials of both sides not to resort to any corrupt practice in any aspect of the contract at any stage. Only those vendors / bidders, who commit themselves to IP with DPT, would be considered competent to participate in the bid process. Any violation would entail disqualification of the bidders and exclusion from future business dealings. IP, in respect of a particular contract should cover all phases of the contract, from the stage of Notice inviting Tender (NIT) / pre-bid stage, till the conclusion of the contract, i.e. final payment or the warranty / guarantee period. IP would be implemented through Independent External Monitor (IEM), who are eminent persons appointed by the organization, with approval of CVC. The term of appointment for an IEM would be 3 years. Name of the IEM will be mentioned in NIT. The IEM would review independently and objectively assess, as to whether and to what extent parties have complied with their obligations under the IP. IEM would have access to all contract documents, whenever required. The bidders may raise disputes / complaints if any, with the IEM. The IEM would examine complaints received by them and give their recommendations / views to the Chairman of Port Authority. Recommendations of IEM would be in the nature of advice and would not be legally binding. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization. Shri S.K. Sarkar, IAS (Retd.), Shri Saurabh Chaudry, IAS (Retd.) has been appointed IEM by DPT from 2018 to 2021. Draft condition to be incorporated in the Draft Tender papers 1) Then bidder has to execute Integrity pact agreement with Deendayal Port Authority (As per Shri S.K. Sarkar, IAS (Retd.), Shri Saurabh Chaudry, IAS (Retd.) has been nominated as Independent External Monitor for Integrity Pact whose address is as under;

1 Shri S.K. Sarkar, IAS (Retd.)

2. Shri Saurabh Chaudry, , IAS

(Retd.) B-104, Nayantara Aptt.,
Plot 8 B, Sec-07, Dwarka,
New Delhi – 110 075.
Mobile No.98111 49324
saurabh7678@yahoo.co.in Email : sksarkar1979@gmail.com

A-9, Sector – 30
Noida (U.P.) – 201301
Mobile No.9871322133
Email :

- (h) **2) Scanned copy of Pre-Contract Integrity Pact Agreement (As per Appendix) is to be uploaded along with the bid. Original hard copy of Pre Contract Integrity Pact Agreement shall be submitted by post or hand immediately after closing date of online E-tender failing which tender shall be considered irrelevant.**
- (i) We including any subcontractor or contractors for any part of the contract, [insert the Nationality of the Tenderer, including that of all parties that comprise the Tenderer, if the Tenderer is a JV, and the Nationality of each Subcontractor and Contractor];
- (j) We have no conflict of interest in accordance with ITT sub clause 4.2;
- (k) Our firm its affiliates or subsidiaries – including any subcontractor or contractors for any part of the contract-has not been declared ineligible by the Port, under laws of India or official Regulations, in accordance with ITT sub clause 4.3;
- (l) 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 in accordance with ITT clause 4.3 and as per specimen form for the purpose;
- (m) We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.
- (n) We also make a specific note clause of GCC, SCC, ITT and TIS under which the Contract is governed.
- (o) In case of out station firm having a branch in India for liaison purpose, please mention the Name of the Contact Person and Tel. No., Fax No., and mail Id and also the Complete Postal Address of the Firm.
- (p) We understand that the communication made with the firm at (m) by the Port shall be deemed to have been done with us.

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)

TENDERER INFORMATION FORM

(The Tenderer shall fill in this form in accordance with the instruction indicated below. No alterations to its format shall be permitted and no substitution shall be accepted)

Date :(insert date of Tender submission)

Tender No.: (Insert number of Tendering process) Page_of_____pages

1. Tenderer's legal name (insert Tenderers legal name)
2. In case of JV, legal name of each party: (insert legal name of each party in JV)
3. Tenderers actual or intended Country of Registration: (insert actual or intended Country of Registration alongwith Registration details)
4. Tenderers year of Registration : (insert Tenderers year of Registration)
5. Tenderers legal address in Country of Registration: insert Tenderers legal address in Country of Registration)
6. Tenderers Authorized Representative information Name: (insert the authorized representatives name) Address: (insert authorized representatives address) Telephone/Fax numbers: (insert authorized representative's telephone/fax numbers) Email address: (insert authorized representatives email address)
7. Attached are copies of original documents of : (check the boxes of the attached original documents) <ul style="list-style-type: none"> <input type="checkbox"/> Articles of incorporation of registration of firm named in 1, above in accordance with ITT sub-clause 4.1 and 4.2. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT sub clause 4.1. <input type="checkbox"/> In case of government owned entity from India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT sub clause 4.4 <input type="checkbox"/> PAN Number <input type="checkbox"/> GST Number

JOINT VENTURE PARTNER INFORMATION FORM

(Not applicable)

(The Tenderer shall fill in this form in accordance with the instructions indicated below)

Date: (insert date of tender submission)

Tender No.: (Insert numbering of Tender process)

Page _____ of _____ pages

1. Tenderers legal name: (insert Tenderers legal name)
2. JV's party legal name: (Insert JV's party legal name) JV's Lead Partner name
3. JV's party Country of Registration: (Insert JV's party year of registration)
4. JV's party year of registration: (insert JV's party year of Registration)
5. JV's party legal address in country of registration : insert JV's party legal address in country of registration
6. JV's party authorized representative information Name: (insert name of JV's party authorized representative) Address: (insert address of JV's party Authorized Representative) Telephone/Fax numbers: (insert telephone/fax numbers of JV's party Authorized Representative) Email address: (insert email address of JV's party Authorized Representative)
7. Attached are copies of original documents of : (check the boxes of the attached original documents) <input type="checkbox"/> articles of incorporation of registration of firm named in 2, above in accordance with tender documents. <input type="checkbox"/> In case of government owned entity form India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with Tender documents. <input type="checkbox"/> PAN Number <input type="checkbox"/> Service tax registration number <input type="checkbox"/> VAT/Sales Tax registration Numbers <input type="checkbox"/> Any other documents required for statutory compliance

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

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

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. 100/- non-Judicial Stamp Paper]

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

Beneficiary: (Name and Address of Employer/Board) _____ Date: _____

Tender Guarantee No.: _____

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

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

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

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

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

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

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

<p align="center">SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs</p>

(To be executed on Bank's Letter Head)

Date:

To,
The Board of Deendayal Port Authority

Dear Sir,

Sub: our Bank Guarantee No. _____ dated _____ for Rs.
 _____ favouring yourselves issued on A/c of M/s

 (Name of Contractor)

We confirm having issued the above mentioned guarantee favouring yourselves, issued on account of M/s _____ validity for expiry up to date _____ and claim expiry date _____ up to _____.

We also confirm 1) _____ 2) _____ is/are empowered to sign such Bank Guarantee on behalf of the Bank and his/their signatures is/are binding on the Bank.

Name & Signature of the Bank officer

NAME OF WORK: PROCUREMENT OF 1 NO. SPEED BOAT FOR WATERFRONT SECURITY OF DEENDAYAL PORT WITH OPERATION AND MAINTENANCE FOR THE PERIOD OF 05 YEARS

SCHEDULE OF PRICE

SR. NO.	DESCRIPTION	QTY.	UNIT	RATE	AMOUNT
1	DESIGN CONSTRUCTION, SUPPLY OF ONE NUMBER SPEED BOAT AS PER TECHNICAL SPECIFICATIONS AND TERMS AND CONDITION OF TENDER DOCUMENTS.	1	NOS.		
2	MAINTENANCE OF ONE NUMBER SPEED BOAT/PATROL BOAT FOR THE PERIOD OF 04 YEARS AFTER COMPLETION OF GUARANTEE PERIOD OF ONE YEAR.	4	YEAR		
3.	DEPLOYMENT OF MAN POWER FOR OPERATION OF ONE NUMBER OF SPEED BOAT - ROUND THE CLOCK	5	YEAR		
	TOTAL				

NOTE: The above rate is inclusive of all taxes and duties, etc. except GST. The GST will be reimbursed as per GST Clause. GST to be paid separately as admissible under GST Act.

SIGNATURE OF THE CONTRACTOR

Bidders shall submit price schedule blank duly sealed and signed with technical bid. The price to be filled and submitted in (n) procurement portal only. Bidders may note that price quoted shall not be declared anywhere in Technical and Commercial bid, failing which their bid will be rejected.

Part 2 – Supply Requirements

SECTION-V

SCHEDULE OF REQUIREMENTS

Contents

1. List of Goods and Delivery Schedule
2. List of Related Services and Completion Schedule
3. Scope of Work, Technical Specifications & Conditions.

1. List of Goods and Delivery Schedule

NAME OF WORK: "DESIGN CONSTRUCTION AND SUPPLY OF 1 NO. SPEED BOATS (PATROLLING BOATS) FOR WATERFRONT SECURITY OF DEENDAYAL PORT WITH OPERATION AND MAINTENANCE FOR THE PERIOD OF 05 YEARS"

Line Item No.	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in TIS	Delivery (as per Incoterms) Date
					Delivery Period
1	2	3	4	5	6
1	1 No. Speed Boat (Patrolling Boat)	01	No.	DeenDayal Port Harbour Area	9 months from 15 th day of issue of Work Order

Name of bidder Signature
of Bidder
(Insert complete name of Bidder)
{Signature of person signing the BID} Date
(insert date)

2. List of Related Services and Completion Schedule

NAME OF WORK: "DESIGN CONSTRUCTION AND SUPPLY OF 1 NO. SPEED BOAT (PATROLING BOAT) FOR WATERFRONT SECURITY OF DEENDAYAL PORT WITH OPERATION AND MAINTENANCE FOR THE PERIOD OF 05 YEARS"

Service	Description Of Services	Quantity & Unit	Place Where Services shall be performed
1	2	3	4
1	Comprehensive Annual Maintenance Contract, with operation.	CAMC FOR 48 MONTHS & OPERATION OF BOATS FOR 60 MONTHS.	Inside Port Area.

Name of bidder Signature
of Bidder
(Insert complete name of Bidder)
{Signature of person signing the BID} Date
(insert date)

3. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS AND CONDITIONS.

The requirement and conditions mentioned under this section will prevail over General Conditions of Contract in Section VI & Special Conditions of Contract in Section VII, wherever there is conflict.

The scope include design, construction, testing, commissioning afloat at Deendayal Port premises and handing over of one number Speeds Boat (Patrol Boat) as per the Technical Specification indicated in this document, one-year warranty, four years maintenance & 5 years operations of supplied boat.

3.1 GENERAL

3.1.1 INTENT:

The purpose of this document (hereinafter called the "Specifications) is to outline the technical and functional requirements for the details DESIGN CONSTRUCTION AND SUPPLY OF 1 NO. SPEED BOAT (PATROLING BOATS) FOR WATERFRONT SECURITY OF DEENDAYAL PORT & OPERATION AND MAINTENANCE FOR THE PERIOD OF 05 YEARS.

The Vessels including all its material, equipment, piping, machinery, workmanship etc., will be in accordance with these specifications and plans and to the requirements of the Classification Society as also regulatory bodies which are mentioned hereinafter and will be fully documented as required by these bodies.

All fittings and equipment not mentioned in the specifications required under Classifications rules and other statutory requirements will be provided at no extra cost. Anything not described or left out of this specification, but being considered as normal and necessary for the intended services, will be supplied and fitted without extra charge.

All the powers / ratings given in this specification are only indicative and ultimately the builder is responsible for the most efficient arrangements as per latest rules and the required capacities / ratings of the different machinery.

Design Conditions and Basic Requirements

3.1.2 Design Conditions

The following ambient conditions are to be considered for the selection of vessel's equipment and machinery.

- Maximum outside air temperature of 45°C and 95% relative humidity.
- Air temperature of 50°C with 80% relative humidity in the Engine room.
- Maximum seawater temperature of 32°C.
- Atmospheric pressure of 760 mm Hg.

3.1.3 Basic Requirements

The Boat is required to operate at Kandla creek and its approach in Gulf of Kutch, where heavy swells prevail most of time of the year. The boat will be suitably designed to operate throughout the year. The boat is intended to carry out patrolling operation by CISF in Gulf of Kutch and its approaches.

3.2 TECHNICAL SPECIFICATIONS and Scope of Work pertaining to Design Construction & Supply Requirement of Boat:

The construction of Boats shall be in accordance with NT branch circular No. Addendum to NT/ISPS/SHIP/03/2009 No. 44-NT/(06)/PORTs/2003-Vol-IV Dated 6.3.2009.

3.2.1 Principal Particulars

Length Overall	-	20.00 m	} (+/-) 10%
Length BP	-	18.00 m	
Beam (mid)	-	6.00 m	
Depth	-	2.50 m	
Draught (above Baseline)	-	1.30 m	
Draught (max) (in way of Skeg)	-	2.00 m	
Registration	-	IV Act	
Notation	-	+SU-,HSLC,RS2,Pilot,+LY	

3.2.2 Accommodation

The sitting accommodation on main deck is provided for **6/8** complement and **2** pilots.

Capacity

Fresh Water	-	500 Liters
Fuel Oil	-	3.00M/T
Lub. Oil	-	50.0 Kg.

The fuel oil is considered for an endurance of 12 hours and normal duty time as 8 hrs.

3.2.3 Speed and Endurance

Vessel will be designed to achieve a trial speed of 20.0 knots in prevailing sea water condition @ 90% MCR at fully loaded draft.

3.2.4 Main Engines and auxiliary Machinery

The vessel will be fitted with 2 Nos. Main diesel engines each developing about minimum 650 kW (Approx.) to drive the conventional propulsion system. The make of engine shall be Cummins/Yanmar /Nigatta/Catterpillar/Doosan.

Two Nos. Diesel generator sets of capacity of 25 KVA each, will be provided. The make shall be Cummins/Kirloskar/Crompton Greaves/Simpson.

3.2.5 Classification, Regulation and Certificates

The vessel with her equipment and machinery will be constructed in accordance with the Rules of Indian Register of Shipping (IRS, here-in-after called "Class") for sea going vessels.

Survey Certificate of Class, Registration Certificates, Lifesaving / Fire Fighting Appliance Certificates and all other necessary certificates for the proper operation of the vessel will be forwarded to the owner at the time of delivery as part of contract.

All costs and fees for inspection and approval of Classification Societies and Statutory Bodies for the necessary certificates will be borne by the Builder.

3.2.6 Trim and Stability & Weight Control

The vessel shall have ample stability with less trim to keep vessel's maximum draught within 2.0 m under all loading conditions.

The builder will keep stringent record of all weights going onboard, during the construction. On completion of the vessel an inclining test in the presence of the owner & statutory authorities will be carried out to determine the Centre of gravity and lightship weight of the vessel. A trim & stability booklet will be prepared incorporating the results of the inclining test. This booklet will contain all operating conditions and other necessary information regarding general stability of the vessel.

3.2.7 Materials and Workmanship

The hull of the vessel will be of all welded steel construction and the Deckhouse and Superstructure will be of FRP construction.

All materials/ equipment used for construction of the vessel will be new and of Class approved quality.

Hull material will have good welding qualities. All materials used will conform to requirement of IRS rules, where not specified in Classification rules, the material will conform to BIS or equivalent and to owner's approval.

The workmanship will be to the satisfaction of the IRS and the Owner

3.2.8 Supervision, Inspection & Training

The Owner/ Owner's representative will carry out specification survey and will inspect the work at any stage during the construction of the vessel.

Any defective or sub-standard work pointed out during inspection by the surveyors or the Owner's representative will be rectified by the builder at no extra cost.

The builder will submit a monthly report of the progress of the construction of the vessel to the Owner.

3.2.9 Drawings, Schemes, Calculations and Manuals

Builder shall submit all classification drawings required by class rules to owner for approval before submission to IRS.

All cost to Class/Statutory Authorities shall be borne by the builder.

Builder shall forward one set of all IRS approved drawings to owner for records.

The Builder will prepare all construction/working drawings and submit to Owners (along with yard standards) for approval indicating deviations, if any.

Before delivery of the vessel the Builder will deliver As-Fitted Drawings in one good quality transparent films along with four prints as per Annexure I. Alternatively, soft copies of the drawings supplied in AutoCAD version 2000, if required.

Three sets of working drawings, electrical drawings etc., reports of various tests and inspections made, detailed lists of all standard and extra spare parts, inventory tools and additional tools, maintenance, spare parts and other instruction manuals, schemes, calculations, all test reports, trial reports etc. necessary for the operation, maintenance and repair of the vessel will be submitted to the Owners at the time of delivery.

The following drawings are to be laminated, framed and fitted on board.

- General Arrangement Plan
- Fire Fighting Appliances Plan
- Life Saving Appliances Plan

Three sets of instruction books, operation and maintenance, manuals, spares, catalogues given by the original machinery suppliers for all the machinery and instruments installed will be handed over to the Owner.

Three copies of the list of suppliers of all the fittings and equipment used on board with their address and telephone numbers will be supplied to Owner's representative.

3.2.10 Spare Parts, Inventories and Tools

Spare parts, inventories and tools will be provided in accordance with the requirements/ recommendations of Class subject to minimum quantities as per [article 10](#).

The spare part will be administrated, packed and preserved properly. Suitable racks will be provided on board for storage of spare parts.

The builder will submit to the buyer (Owner), a list of base & depot for the following equipment/ instruments obtained from manufacturers/ suppliers of that equipment along with spare parts code-book and maintenance manual.

The builder will upon on approval of the final list of base & depot spares by the buyers, procure and supply the spares at builder's cost within 90 days from the date of receipt of spares at builder's yard.

3.2.11 Delivery

The vessel will be delivered and accepted at Kandla by DPA after the trials and the approval of Owner and Classification Society of these trials with reports etc. the vessel will be handed over to the owner in a proper and clean condition. The costs for transport, additional painting, checking trials and handing over are for the account of the builder. All relevant documents, certificates, tools, inventories, spare parts etc. will be on board at the time of handing over. The list of certificates to be delivered at the time of delivery of the vessel will be as applicable to the vessel and is to be finalized in consultation with owner / owner's representative.

3.2.12 Miscellaneous (Photographs)

The builder will take photographs of the vessel at different stages of construction and will submit them along with the monthly report to the owners.

On completion of the vessel additional photographs will be taken for framing purposes.

3.2.13 HULL STRUCTURE

a. General

The vessel will be of all welded steel construction except Deckhouse/ superstructure, which will be of FRP construction. All structures will be designed and constructed in accordance with the IRS requirement. Funnel will be of steel with minimum plating.

Continuity of structural members in basic hull structure will be maintained. Where members are discontinuous, the continuity will be provided by means of suitable tapers, overlaps and or brackets.

Care will be taken to obtain a smooth hull and proper alignment of important structural members.

b. Material

The construction and outfitting of the boat will be carried out in accordance with good marine practice, using new materials, outfit, machinery and equipment of best quality or equipment.

All materials including casting and forging will be qualities complying with the requirements of the classification society.

All structural steel will be free from rust, pitting, cracks, laminations and similar defects. In case of any such defects being noticed, the plates etc. will be renewed for the extent necessary to the approved quality standards.

Large size steel plates will be used for the construction of hull as far as practicable and dimensions of plates shall be as per IRS requirements.

c. Preparation of Materials and Welding

Steel plates deformed during transport will be faired by rolling, before use. Flanging of plates and brackets will not generally be allowed. For bolts only drilling is allowed.

In general doubling will not be allowed except in way if hand rails and bulwark stays, where necessary, locally inserted thicker plates with well-rounded corners will be adopted.

Before the steel plates and rolled sections are used for construction, rust and mill scale/ rust will be removed by means of grit blasting to a surface finish of Sa2.5. Immediately after the grit blasting, one coat of Inorganic Zinc Silicate primer will be applied as a temporary protection.

Physical and chemical test certificates shall be submitted.

All welding will be as per the requirements of IRS. During the welding operations all necessary precautions will be taken, so that welds of high standards are obtained. All surfaces will be well cleaned and free from rust, grease etc. prior to commencement of welding.

Plate edge will be cut using automatic gas cutting as much as possible. Overhead welding will be minimized and therefore necessary provisions will be taken for down-hand welding wherever practical welding procedure including edge preparation and welding scheme will be approved by the Classification Society wherever necessary.

Burnt out shop primer will be removed by chipping and wire brushing and the surface repainted immediately

after welding operations.

Welding will be performed only with electrodes of approved make and by qualified welders. A regular check on the quality of steel weld will be carried out to the satisfaction of the class/ owner. Alignment and welding sequence to reduce uneven surface of hull, deckhouse, decks etc. will be followed. If considered as necessary by the class/ owner additional measured will be taken to improve the quality of weld.

Welded decks, bulkheads, deckhouses and other constructions, which are to the satisfaction of the class/owner.

On the berth, the hull and sections will be earthed adequately, Clamps, dogs and other means to bring material and equipment in the right position, will be removed in such way that no mechanical damages take place and visual marks are left.

d. Hull Form

The hull will be of chine construction with a **chine** construction with a transom stern and will have fair lines, good sheer and deck camber to withstand heavy seas to have good seaworthiness.

e. Framing, Scanting and Plating

As per IRS requirement.

f. Bottom Construction

As per IRS requirement.

g. Side Structure

The side shell will be transversely framed. Web frames will be provided as per class requirements. Shell plating, where anchor rests are provided and where anchors come in contact on the ship's hull will be of increased thickness.

h. Deck Structure

Shall have Gun Mounting Facility at Forward (As per CISF requirements) .The vessel will have a continuous main deck. The decks will be transversely stiffened and will be supported by a combination of girders and transverse webs. The construction, materials, arrangement and fittings in the accommodation spaces will comply the statutory rules applicable to this class of vessel.

i. Bulkheads

The vessel will have four nos. or as required by class watertight bulkheads. All bulkheads will be vertically stiffened. Where pipes etc. are carried through the watertight bulkhead they will be provided with necessary arrangement to the satisfaction of classification Surveyors & Owners representative.

j. Aft End Construction

The aft end structure will have an aft peak compartment. The aft peak compartment will be efficiently stiffened and will be classified as steering gear compartment.

k. Fore End Construction

The fore end structure will have fore peak compartment. Fore peak compartment will be efficiently stiffened and will be classified as void. Necessary piping arrangements will be provided. Two chain lockers will be provided in the forward for the storage of chains of HHP anchors on Port and STBD sides.

I. Engine Room Structure

Main engine foundation will be well integrated with the bottom structure. Main engine foundation will be in accordance with the engine manufacturer's recommendation and class approval. Sufficient clearance will be provided below the engine for easy removing, cleaning, maintenance and re-fitting of sump. The engine sump will be of flat pan type (shallow case). Suitable reinforcement will be provided under heavy concentrated loads with brackets or carlings. Chequered plate flooring, platforms and ladders will be of aluminum material. Spare stores, generators etc. will be arranged at suitable position in the engine room.

m. Wheelhouse

Deckhouse will be of FRP Construction as per class requirements. Effective drainage from decks and top of the wheel will be arranged. Doublers will be fitted on the decks in way of open drain discharges. Great care will be taken to avoid water puddles on exposed decks.

n. Hull Preservation

(i) General

In the event of failure within the guaranteed period, the builders will immediately repaint and restore the failed areas or the Owners reserve the right to carry out the restoration work at Builder's cost after written intimation to the Builder. The final paint scheme and colours will be approved by the owner. Quality and standard of surface preparation to be as per paint suppliers recommendations for respective paint. The engine room and wet spaces will be zinc sprayed before painting. Galvanizing will be done in hot bath. The galvanizing will consist of a continuous coat of pure zinc in uniform thickness and so applied that it adheres firmly to the iron and steel surfaces. All burning and welding will proceed galvanizing. All smaller parts, which are generally exposed to the influence of climate, such as sheaves, grates etc. will be galvanized. Fuel oil tanks and other tanks for oil will be treated with the oil carried in them.

After installation of engines, auxiliaries etc. and other areas resulting in damaged paint work, such areas will be repainted in original colours and quality and restored to give the originally envisaged standard of protection.

(ii) Surface Preparation

Prior to the application of main paint system all weld spatters, rust, grease and other contaminants will be removed by cleaning/ wire brushing from the surface and degraded where necessary.

Hull steel plates will be sand blasted to SA 2 ½ and primed with two coats of Zinc rich primer before construction.

(iii) Execution of painting

Painting work will be executed in accordance with the best painting practices and paint manufacturer's recommendations. Copper alloy, aluminium, aluminium alloy, stainless steel non-ferrous material and galvanized surfaces will not be painted unless specifically required. Time intervals between application of coats will be in accordance with the paint manufacturer's instructions. Subsequent coats will have different colours for identification. No weather-exposed painting will be carried out in adverse weather conditions. Application will be done as far as possible with the help of airless spray. Where spraying is not practicable,

brush or roller will be employed.

Builders to maintain a log book with date-wise painting work carried out duly signed by the paint supplier's representative ensuring that the painting work has been carried out at each stage after proper surface preparation to the required standard and under proper conditions of weather. Log book to have entries of DFT measurements jointly taken by both representatives.

Before launching, the outside hull below the water line will be painted with sufficient coats for adequate protection. Non-slip paint will be applied by on the main deck, open areas and passage.

(v) Paint Scheme

Paint as per the manufacturer standard with three years guarantee paint to be used of Sigma/ international/ Jotun of marine application.

(vi) Cathodic Protection

Suitable cathodic protection will be provided to protect the hull and other parts in contact with saline environment from corrosion. In vicinity of propeller aluminium anodes will be fitted to the Hull.

o. Miscellaneous

(i) Funnel

Two funnels of steel (plating of minimum thickness) construction for the exhaust gas pipes will be made aft of Deckhouse as shown in the GA Plan.

(ii) Hull and House Markings

(A) Vessel's name and Port of Registry

The vessel's name will be marked forward on Port and Starboard sides and on transom in aft. The Port of registry also will be marked below the vessel's name aft.

The vessel's name in Brass letters also be fitted on the wheelhouse port and starboard.

(B) Draft Marks

The draft mark will be marked in meters and decimetres by welded 6 mm thick steel plate figures at forward and aft perpendiculars and amidships on both sides. Standard size letters will be used.

(iii) Sea Chests & Bottom Plugs

At least two sea chests will be located at a suitable position in engine room for efficient suction at all conditions. The requirement for the fire pump will also be considered while locating and sizing the sea chests.

Sea chests will be covered with hinged bar gratings of MS Galvanised retained by stainless steel bolts. The clear opening area will be at least two times the area of the pipes. The sea chests plating will be at least 2 mm more than shell plating in that region.

Zinc or aluminum alloy anodes will be fitted around sea chests.

Each tank will be fitted with one drain plug in the bottom outside the keel strake. Drain plugs will be of

stainless steel.

All water tanks will have square head plugs. Suitable keys/ spanners will be supplied.

Tank numbers and identification names will be given at the drain plugs.

(iv)Ladders, Railings and Bulwark

All ladders will be of Aluminum made and railings shall be of Stainless Steel. Railings and ladders will be fitted as per requirement.

Rung ladders will be placed under each manhole and escape hatch. All ladders will be fitted in such way that they can be removed if required. The ladders will be not dip galvanized after construction. Rungs from the main deck to Engine room are to have at least 600mm clear width conforming to BIS Standards or equivalent.

Insert plates and/ or heavier under deck stiffeners will be fitted in way of mooring fittings as required by class.

(v)Hull Openings, Watertight Doors & Hatches

All hull openings wherever provided will be adequately compensated by means of increased thickness, corner plates etc. to the satisfaction of IRS, Owner or owner's authorized representatives. Seal heights on the main deck for all doors to satisfy rule requirements.

Watertight doors and hatches to be provided where necessary and will comply with the rule requirements. All coamings will be as per load-line regulations. The hatch-covers will be capable of being opened and closed from inside and outside.

All hinge pins, toggle bolts, butterfly nuts will of stainless steel. Manhole covers on exposed decks will have stainless steel stud bolts and nuts.

One watertight door is fitted at the forward bulkhead of Engine Room to provide access of crew from Crew Accommodation directly.

(vi)Foundations

A auxiliary machinery, pumps etc, will be erected on foundations. Suitable reinforcement will be provided under machinery.

Thicker plating will be provided under all machinery on the deck.

(vii)Tanks

The structural members inside the tanks will be provided in accordance with the rule of requirements. Tank shall have at least one manhole of adequate size for maintenance.

Tank for fuel oil at least 3500 Liters and fresh water at least 500 Liters shall be provided at suitable place.

(viii)Fenders

D-type double row of Fenders all round main deck and diagonal fenders at bow mid and stem adequately spaced to be provided. Fenders to be 150mm dia with adequate stiffness. Deck eyes will be provided all

round for fixing rubber tyre fenders.

(ix) Sky Lights

Four sky lights will be provided for the Engine Room aft of wheelhouse. They are to consist of weather tight MS Flaps each with two circular glasses secured by Gun metal, frame and protected by SS rods as per class rules.

The main engine should be able to remove through the engine casting provided on main deck.

(x) Port Holes and Side Scuttles

Adequate number of scuttles shall be provided in crew accommodation, pilot accommodation, toilet and gallery.

(xi) Boarding Platform

A boarding platform shall be provided on forward of the wheelhouse for the pilots/crew/security personal for embarking/ disembarking.

3.2.14 DECK EQUIPMENT AND OUTFIT

a. Mooring Equipment

i. Mooring Lines

2 nos. Mooring lines will be provided as per Class requirements.

ii. Bollards

Four Numbers double bollards in the Port starboard sides on aft and forward main will be provided conforming to the latest Indian Standard Specifications.

b. Anchor, Anchor Chain and Windlass

i. Anchors

Anchors as per Class requirements shall be provided on forward.

ii. Anchor Chain

Sufficient length of anchor chain as recommended by Class with necessary arrangement for effective operation will be provided on deck.

iii. Anchor Windlass

One no. hand-operated anchor windlass capable of handling the anchor as per class requirement shall be provided.

d. Life Saving Appliances

Lifesaving appliances will be supplied and installed for all persons on board and in accordance with the CLASS rules, as applicable under IV Act.

e) Fire Fighting Appliances

Fire Fighting Appliances will be supplied and installed on board and in accordance with the rules, as applicable under IV Act.

f) LSS

Lights, Shapes and Sound signals (LSS) will be provided as per statutory rules.

g) Search Light

One manually rotating Search Light of 500 WATT will be provided on top and wheel house with minimum of 200 mtr Focal length.

h) Rudder and Steering Gear

Twin Rudders of suitable area and construction will be fitted to achieve good maneuverability. Steering Gear will be of Hand/electronic- hydraulic type. Helm indicator will be provided. The hand steering wheel will be of teakwood brass mounted.

i) First Aid Box

A first aid box of approved type will be provided in the wheelhouse.

j) Lockers for Flags

A locker for flags with flags and miscellaneous articles will be provided in the wheelhouse.

k) Other Equipment & Stores

Other Equipment's and Stores items will be provided as Owners list which will be obtained from the owner before delivery.

3.2.15 ACCOMMODATION

(i) General

For accommodation, the relevant statutory rules regarding construction, material, space and fire proof partitioning will be complied with.

All Hosiery/ Furniture & fittings will be of top quality and subject to Owner approval and acceptance.

The accommodation spaces will be designed to have a minimum height of 1900 mm.

On Main Deck 450 mm height raised deck are to be provided to get good head height for Crew AND Security Personal accommodation and Engine Room.

Wheelhouse will be located on raised main deck to a height of 2100 mm minimum with good all round visibility.

Drawers under the settee to accommodate linen and other equipments with locking facilities are to be provided if required.

(ii) **Pilot/Security Personal Accommodation**

Sitting Air conditioned accommodation shall be provided for pilots, forward of crew accommodation, with the following fittings:

- 2 three seated sofas
- 1 no laminated top teapot
- 1 mirror cabinet
- 6 coat hooks
- 1 split A/C of approx. 2-ton capacity

Toilet

One toilet is provided for pilots with the following items:

- 1 Western type w/c with flush
- 1 Wash basin (600 X 400 with mirror cabinet)
- 1 Shower
- Cloth rail/ towel rail
- Soap dish

All toilet fittings will be of brass type and top quality.

(iii) **. Crew Accommodation**

Sitting accommodation for crew with 2 seated sofas are to be provided inside wheelhouse and with 2 nos. three seated sofa (1900 mm X 700 mm) forward of engine room with the following other fittings:

- 1 tea table
- A chair
- 1 mirror cabinet'6 coat hooks

Toilet

One toilet is provided for crew with the following items:

- 1 Indian type w/c with flush
- 1 Wash basin (600 X 400 with mirror cabinet)
- 1 Shower
- Cloth rail/ towel rail
- Soap dish

All toilet fittings will be of brass type and top quality.

(iv) **Tea/ Coffee preparation Table:**

One tea/ coffee preparation table with a small electrical heater shall be provided on main deck.

(v) **Wheelhouse**

The wheelhouse will be provided with equipment as listed in the equipment list. Clear all around view will be provided by means of large windows. Two nos. wall mounted fans will be provided. One clear view screen and two nos. of wipers will be provided.

The wheelhouse control console will be adequate in size to accommodate all controls.

Wheelhouse will be provided with a revolving chair for helmsman.

All controls, pressure Gauges, Temp, Gauges, tachometers, light switches and control will be led adjacent to the helmsman in addition to similar provision in engine room.

(vi) Flooring & Deck Covering

The steel deck will be covered with deck compound of approved type. In the accommodation spaces and wheelhouse, vinyl tiles will be laid over the deck compound. The colour of the tiles will be of the Owner's choice. The toilets and other wet spaces will be cemented and tiled with unglazed tiles on the floor. All decks will have provisions for drainage of water through scupper pipes.

Wheelhouse floor will be provided with vinyl flooring. Sides of wheelhouse will be provided with one side teak (OST) finish and beading with teak. These plywood to be fitted with wooden pads provided on the side frames. In way of windows the panelling will be ended to side shells.

Veiling of the wheelhouse will be of ply boards with off white finish.

(vii) Partition Bulkheads, Lining, Ceiling & Insulation

The accommodation space will be finished with standard ceiling panelling and partitions. Panelling to provided with OST finish ply board adequately stiffed with wooden stiffeners at 500mm spacing. The accommodation and the walls between the engine casing and the engine room will be well insulated with rock wool.

viii) Ventilation Accommodation

Wheelhouse will be air-conditioned with split type A/c units. Pilot/Security personal sitting area space will be air-conditioned by means of split/cassette type A/c units. Crew accommodation space will be air-conditioned by means of split type A/c units.

All spaces as mentioned above will also be mechanically ventilated. The ventilation system will be of very high marine standards to suit the humid atmosphere of tropical climate (RH 95-100%). A combination of mechanical supply with natural exhaust will be adopted for ventilation system.

ix) Doors, Windows and Sidelights

All doors will be of such construction, finish and operation so as to suit their location and purpose.

The sill height of doors will be in accordance with requirements of classification society.

All doors will be provided with suitable door stoppers and door eyebrow will be provided over exposed weather door.

Windows and scuttles will be provided as per IRS rules where steel plate is cut to fit the windows/ scuttles, adequate compensation will be provided.

x) Furniture

For FRP permission is to be taken from owner. Wherever plywood is used it would be of sufficient thickness and of high-quality marine plywood. Open edges should be given teak wood bedding to protect the edges. Furniture will be finished with decorative superior quality lamination, settee and chairs shall be cushioned and covered with typical leather.

xi) Miscellaneous

Signs, Symbols and Markings will be provided in the accommodation spaces.

3.2.16 MACHINERY INSTALLATIONS

(i) General

All equipment machinery instruments and installations shall be of the latest design and rugged construction and as per best shipbuilding practice. They shall be of the best quality and suitable for tropical, humid marine climate. Similar machinery, equipment etc. shall be so selected as to have maximum inter-change-ability of their parts.

Where applicable for machinery equipment, international standards shall be followed. Modern systems, machinery, equipment shall be provided for fuel and energy efficiency with a strict control on weight and shall have adequate controls, gauges, alarms and safety measures.

The vessel shall be designed and constructed to have minimum noise and vibrations shall be avoided in the normal and maximum working range of all Main and Auxiliary machinery.

- The machinery installation comprises of the following diesel engines:
- Two main diesel engines, each driving a fixed pitch propeller installation.
- Two auxiliary diesel engines each with an alternator.

Engine outputs stated shall be the maximum continuous ratings developed under the following conditions:

- Maximum outside air temperature of 45°C and 95% relative humidity.
- Air temperature of 50°C with 80% relative humidity in the Engine room.
- Maximum seawater temperature of 32°C.
- Atmospheric pressure of 760 mm Hg.

The buyer reserves the right to select any one manufacturer for a particular equipment, from amongst the list of manufacturers offered by the tenderer, for various equipment meeting the specification requirements.

Any approval of the buyer of any equipment/ material shall not relieve the Builder of its responsibility of compliance of specification/ statutory requirements for safe construction of vessel.

Supplier of the buyer of following equipment shall have service facility in India:

Main Engine: - Make: Cummins/Ashok Leyland/Yanmar/Nigatta/Doosan/Baudouin

Genset Engine & Alternator Genset Engine:

Genset Engine Make: Cummins/Kirloskar/Crompton Greaves/Simpson/Ashok Leyland

Alternator Make:-Crompton Greaves/Stamford or any other make as approved by IRS

Navigation and communication equipment.

ii. Main Engine

Two marine grade, 4-stroke, fuel efficient diesel main engines of approved make, each developing approximately a power of minimum 650 KW in the ambient conditions specified above shall be provided. The engines shall be as compact as possible and of low weight. Necessary spares for the engine shall be easily available in India. Spares for engines shall be provided as per the Class requirements and same shall be located in Base depot. The power required of the main engines are to be confirmed by Model test results.

All pumps and coolers shall be mounted on the engines.

The engine shall be complete with all standard accessories, alarms and instrumentation meeting Class requirements. The main diesel engines are to be suitable for running on high speed diesel fuel.

In addition, the main engines shall be provided with the following:

- (a) Closed circuit lubricating oil system with engine driven pump.
- (b) Self-driven fresh and sea water pumps (Engine mounted)
- (c) Gauges, thermometer, tachometers, flow meters for F.O, hour meter, pyrometers, etc. as per maker's standards.
- (d) Heat exchangers for main engines (Engine mounted)

The following items, common for both engines shall be provided:

- (a) Set of complete tools and gauges for servicing, including tools for turbo-chargers. Standard set of spanners and tools as supplied by manufactures of engines. List also to be provided.
- (b) Crankshaft deflection gauge

The shop test of the propulsion diesel engines shall be carried out as per the requirements of the Classification Society. The engine shall be tested in presence of the class Surveyor in the following manner:

- 4 hours continuously running at 100% load at rated speed.
- 1 hour running at 110% load
- ½ hour running at 90%, 75% and 50% each of the rated speed
- ½ hour running at idling speed
- Specific fuel consumption to be charted for each of the above running ranges.

Starting, Governing tests and safety functions shall also be performed. Shop test data and certificates are to be supplied. While testing the engines at shop floor all fittings constituting the total supply of the engine builders shall be actually installed and subject to satisfactory tests, to be numbered and stamped

iii. Gear Box

The gearboxes shall be marine reversible reduction boxes with desired reduction ratio for power transmission.

The gearboxes shall be provided with independent oil system for clutch control and lubrication. Gear box L O cooler shall be mounted on gear box. The make shall be **Twin disc/ZF Marine/ Kirolskar/Ghate Patil**.

iv. Propellers and Propellers Shafts

a. Propellers

The Propellers shall be of Ni-Al Bronze, high efficiency, fixed pitch type and have suitable diameter, pitch and other characteristics conforming to the vessel. The Propeller shall be designed to have best efficiency when the main engine is running at 90% MCR. The Propeller shall be designed to absorb full power when the main engine is running at 100% RPM.

Propeller cap of Nickel Aluminum shall be bolted to the hub and its interior shall be filled with suitable rust preventive materials. Rope guards of approved type and make shall be provided.

Propeller shall be removable without disturbing the rudder. The Propellers shall have adequate hull clearances.

b. Propellers Shaft

Two Propeller shafts of Stainless steel 316L shall be provided.

The diameter of Propeller shaft shall be as per the requirements of the Classification Society. On forward end a loose flange shall be fitted for connecting the shaft to the gearbox enabling withdrawal towards aft.

v. Stern Tube and Bush Bearing

Automatic water Lubricated system with Rope Cutters arrangement on each Propeller may be provided.

vi. Auxiliary Diesel Engines

Two diesel driven generators (including standby), each of approximate capacity by 25 KVA @ 1500 RPM SHALL BE PROVIDED. It shall be capable of carrying the full normal load under tropical conditions with 20% margin capacity & shall be confirmed by detailed electrical load analysis.

Engines and alternators shall be shop tested together for at least half an hour each at 25%, 50%, 75%, two hours at 100% load, followed by a run at 110% load for an hour.

During shop trials and during load test of generator load test of generator after installation on board, governor tests shall be carried and instantaneous change in speed/ frequency shall be noted. The test shall be done for sudden changes in loads from 0-50%, 50%-100% and 100%-0. Observations shall also be made regarding the initial speed and the final speed of the DG Set.

The engine shall be equipped with standard and special tools and accessories as per manufacturer recommendations/ class requirements. Seawater pumps and heat exchangers, lube oil and fuel oil pumps shall be engines mounted.

vii. Engine Starting

Main Engine and Auxiliary Engines shall be of electrical starting. For this purpose adequate batteries are to be provided in the engine room as per class requirements.

viii. Miscellaneous

Controls for Main and Auxiliary Diesel Engines

Main diesel engines shall be capable of starting and stopping from local control console in the engine room. Speed control for main diesel engines shall be arranged from wheel house and local control console in engine room

For Auxiliary Diesel Generator Sets shall have initial starting and stopping from site.

ix. Voice Pipe

A suitable means of communication between wheel house and engine room shall be provided.

1.2.17 Engine Room Systems

i. General

All piping systems shall be installed such that satisfactory functioning of the installations shall be possible in accordance with the rules of the Classification Societies, Statutory bodies and relevant standards. They shall be installed together with all fittings such as flow control valves, cocks, filters, pressure gauges, thermometers etc. according to the practice of the yard and approved by the owner.

All ship service piping systems shall be installed and tested in accordance with the requirements of the Class/Statutory bodies.

The pipes and pipe ends on the machinery shall be blanked prior to final installation. Galvanized steel pipe work shall be of hot dip galvanized after fabrication. Piping for water system shall be galvanized .

Steel pipes for Oil and fresh water shall be MS black.

After completion of fabrication work, all lube oil and hydraulic pipelines from tanks to the consumers are to be cleaned internally, picked, oiled and blanked prior to final installation.

The pipes are to be carefully clipped and where necessary fitted with drain plugs and bleeding valves.

All piping in machinery spaces shall be marked with a colored ring to denote the nature of fluid or gas passing through it.

Arrangement may be provided in engine room for dismantling the engine/ generator from upper deck.

All valves shall be fitted with engraved brass nameplated in respect of their duty. Where required for their duty flexible pipe connections shall be used.

ii. Fuel Oil System

Main propulsion engines and Auxiliary Engines shall use HSD oil.

Engine mounted fuel feed pumps shall be of suitable capacity and head for fuel tank bottom height.

Two Nos. of Fuel Oil transfer pumps out of which one shall be electric driven and one shall be manual, shall be provided. Fuel oil tanks shall be equipped with high and low level alarms, waste tray , drain, Overflow and oil level gauge.

Isolation valves shall be provided as necessary. Quick closing valves of cast steel shall be fitted on outlets of fuel oil tanks with remote control from main deck. Piping shall be of MS black of IS 1239.

Fuel oil bunkering lines shall be provided with manifold on the main deck port and starboard. Drip tray/ coaming shall be provided to contain spilling during filling.

Composite flow meter for each main engine and DG set for recording fuel consumption may be provided. Fuel Purifier is not required. A duplex type with adequate capacity to filter the inflow of each engine to be installed for each engine separately.

iii. Lubricating Oil System

Each main engine and auxiliary engine shall have wet sump with its own independent lubricating oil system. Lub oil shall be stored in cans. Spare LO pumps shall be provided as required by rules. LO priming pump shall be provided if required.

Separate hand pump on both main engine alongwith necessary valves/ cocks lines may be provided for removing the used engine oil from engine sump.

iv. Cooling Water System

Tube type cooler may be provided in speed boat for main engines, auxiliary engines and gear box. However, one/ two sea chest may be provided for fire fighting purpose/ general service etc.

v. Exhaust System

Exhaust system:

All diesel engines exhaust pipes shall be made of MS ERW, fitted with Stainless steel expansion bellows & Stainless steel flanges or wet exhaust system with SS pipes, SS flange and SS expansion bellow as per class requirement and shall be rigidly secured with brackets..

All precautions shall be taken to eliminate heat radiation from exhaust gas pipes to the surrounding area and exhaust fumes shall be led away from the accommodation.

Necessary drains from exhaust gas pipes shall be arranged. Maximum total resistance in exhaust pipes shall not exceed the requirements of engine manufacturer.

Exhaust gas pipes from all the engines shall be led individually to atmosphere through the silencers and spark arrestors. Exhaust pipes from all the engines shall be insulated by rock wool adequate thickness and fastened by galvanized steel wire and enclosed with galvanized steel wire and finished with galvanized steel sheet.

The exhaust gas uptakes shall be adequately supported from the Ship's structure.

vi. Sea Chests

Two seawater inlets shall be provided in the engine room, integral with ships structure, each sufficient for total required sea water capacity. Each inlet shall be provided with galvanized gratings.

The inlet shall be provided with vent pipes to the prescribed height above the freeboard deck.

vii. Ventilation System

Mechanical ventilation shall be provided in the engine room through required number of axial flow fans of adequate capacity and shall comply to BIS standards. One of the supply fans shall be reversible.

Supply fans/ Natural exhaust of sufficient capacity shall be provided for Crew Accommodation. For toilet forced exhaust shall be provided.

One running and one stand by axial flow fan may be provided.

Ventilation shall be provided with closing appliances/ dampers as necessary with controls outside respective spaces as per class requirement.

viii. Miscellaneous

a.Piping and Valves

All piping schematics shall be approved by Owner/Class and Statutory Authorities, as applicable. Pipes, wherever necessary shall have suitable expansion arrangements and pipe material shall be suitable for the fluid that it will carry.

All valves shall be of good quality. Valves fitted to the hull shall be of cast steel body with internals bronze/ stainless steel and shall be approved type.

All sea inlet and overboard discharges are to be provided with shut off valves or cocks arranged in positions where they are readily accessible at all times.

b. Nameplates

On each pump, engine, valve, loose tank and where necessary for safety and control, the function shall be indicated on nameplates.

The nameplates shall be of brass with engraved letters. The nameplates fitted on weather decks and on aluminium parts shall be of stainless steel. The lettering on nameplates shall be black. However, on safety and emergency valves red coloured lettering shall be adopted.

c. Instruments

The scales of instruments for pressures, temperatures etc. are to be such that the working range is not more than 70% to 80% of the full scales. The maximum allowed values to be marked with a red line on the scale.

The pressure gauges shall be marked in Bars. They shall have connections of 3/8" pipes threaded on the outside.

The temperature gauges shall be provided with scales marked in degrees centigrade. Gauges for temperatures over 300° shall be of the pyrometer type. Other gauges shall be of glass thermometers with blue coloured alcohol in steel tubes/ brass tubes.

d. Insulation

In general the surface of machinery, equipment, pipes and tanks whose surface temperature is more than 60 deg C shall be insulated or as per class requirement.

Piping shall be tested and painted when necessary, before insulation is applied.

The insulating materials shall be fire resistant and shall be arranged in such a way that operation and maintenance are not hindered.

3.2.18 Other Systems

i. Bilge/ General Service/ Fire Fighting System

Two centrifugal, self priming, motor driven Bilge/GS/Fire pumps of about 25 m³/hr capacity at 3.5 bar head shall be provided. Mud boxes are to be provided to all bilges in the engine room and tail pipes are to be as straight and vertical as possible. Emergency cooling of main engines shall be provided from fire/GS pumps.

One hand pump shall be provided to drain the chain lockers and forepeak compartment.

The combined fire fighting and deck washing system is to be supplied from bilge/ general service/ fire pump. The place and the number of fire hydrants shall be in accordance with the requirements of the classification/ statutory regulations. Piping for fire system shall be of as per class requirement.

ii.Domestic Fresh Water and Sea Water System

The structural members inside the tanks will be provided in accordance with the rule of requirements. Tank shall have at least one manhole of adequate size for maintenance.

Tanks for fuel oil at least 3500 Liters and fresh water at least 500 Liters shall be provided at suitable place.

One Fresh Water tap and scupper to be provided near Tea/ Coffee preparation table on main deck.

iii. Vent, Sounding and Filling Pipes

All pipes in water tanks and dry compartments shall be of galvanized steel. For pipes on oil tanks only the parts above open decks shall be of galvanized steel. Upper ends or pipes shall be clearly labelled. Pipes to be protected against shear at deck.

All built in and loose tanks shall be provided with a vent pipe, connected to the highest point of tank.

Vent pipes of fuel oil tanks shall be fitted with flame arresting gauge . Upper ends of vent pipes shall be provided with a vent cap and if required floating ball.

Wherever required, level gauges shall be fitted. F.O/ F.W. tanks shall be provided with a surrounding pipe with upper ends shut off with a screwed bronze cap, attached to a chain.

Filling connections to various tanks shall be arranged at least 300 mm above deck. They shall be suitable for coupling to standard supply hoses. Shut off by brass caps with chains shall be provided. Filling connections for fuel oil tanks shall be arranged together with drip tray.

Air and surrounding pipes shall be arranged near bulkheads and behind stiffeners wherever possible.

iv. Scuppers

Scuppers sufficient in number and size are to be fitted, if necessary in all weather exposed decks of deckhouse and led to the lower deck. Scuppers at main deck shall be led overhead.

v. Sewage and Sanitary System

All soil and grey discharges from the toilets shall be led directly to overhead.

Scupper pipes in floors in sanitary spaces etc. are to be led to overboard. All the discharge shall be arranged with sufficient slope towards the main sewage drain. Discharge connections of WCs to suit actual sewage layout. Approved type storm valves shall be provided at the overhead discharge ends as per rules.

3.2.19 Electrical System

i. General

The complete electrical installation and workmanship will be in accordance with the rules and regulations of the classification societies and statutory authorities as applicable to this type of vessel

The electrical rotting machinery, transformers and other electrical equipment will work satisfactory at an ambient temperature of 45°C. All the electrical equipment will be arranged for easy accessibility for repair and replacement.

The equipment installed will work satisfactory at voltage and frequency variations as specified by IRS.

All the relevant electrical drawings and plans including load chart will be submitted to Owner for approval prior to placement of orders for equipment/ installations.

ii. Power Supply

a.General

Provision for shore supply connection will be made for towering the 415 V 3 PH. 50HZ while vessel is at Harbour along with suitable changeover switch with HE/SHE plug and about 60 Mtr. Long flexible copper cable capable of taking minimum of 15 KVA load with a required factor of safety.

A 24 volts D.C system will be used for Emergency lighting, Navigational & communication equipment.

b.Main Supply

The generator will be continuously rated and will have class “H” insulation, suitably tropicalized and will be designed for a temperature rise, after continuous full load working, not exceeding the temperature limits specified by the classification society.

The vessel will have a 415V, 3Ph, 50Hz. AC supply power generation.

One diesel driven main alternator of 25 KVA (approx.) capacity shall be installed and able to take the entire sea land with 20% reserve. One diesel driven alternator of 25 KVA (approx) capacity will have automatic voltage regulators to maintain constant voltage within the permissible limits specified by classification rules, and will have drip proof enclosures. It will be fitted with all necessary alarms and protections.

iii. Supply and Distribution

a.Switch Board

One Switch Board of metal clad, drip proof, dead front type will be fitted in the engine room. The switch board will be completely closed at the rear and will be serviceable from the front. It will protect the alternator.

It will have meters for the measurement of voltage, current, power factor, power and indicator for earth leakage. The alternator will be protected through circuit breaker of adequate capacity and will have necessary protective circuits for under voltage, over current, reverse power and short circuit. All the outgoing feeders and the shore supply will be protected through suitable circuit breakers.

Switch Board will be designed and installed with ample space for repairs and maintenance.

b. Transformers

Lighting supply will be 220V, single phase and small power loads will be 220V, three phase / single phase.

1 No. single phase 415/ 220V transformers separately for split/cassette AC shall be provided and one no. for distribution of power supply to wheel house and pilot accommodation.

c. Battery

Adequate number of sets of Lead acid type accumulators will be installed for the following purpose:

- (i) Emergency Lighting
- (ii) Navigational & Communication System
- (iii) Separate batteries for starting each Main Engine and Auxiliary Engine

The batteries will be placed on a raised platform, in a well-ventilated box fitted with iron absorbent insulating

supports and will be secured properly to avoid any movement. Make and type of battery shall be Tata Green/Excide/SF SONIC- 12 V 180AH/150AH as per requirement.

An adequate space will be provided above the cells for maintenance of the same.

Battery charger will be provided with necessary meters for recording the battery charging voltage, charging current and load current.

The charger will have necessary protective circuits for over current and reverse current and will have position for distribution to 24 V D C circuits.

iv. Cables

Main cable shall be as per tender specification. Extension cables may be flexible cables of VIR insulated tough rubber sheathed or PVC insulated and overall PVC sheathed cables.

a. Type

All cables will be flame retardant and comply with rules of IRS. The voltage rating of the cables will be as per the specific requirement of the installation and in accordance with the rules of IRS. All the power and control cables will be of annealed tinned stranded copper conductor, ethylene propylene rubber insulated, PVC inner sheathed, copper wire braided and overall PVC sheathed. Cabin wiring cables will be E.P rubber insulated and PVC sheathed and flexible cables to be of VIR insulated tough rubber sheathed, size, cross section and voltage rating of each cable will be printed on the outer surface at regular intervals.

b. Installation

All the cable runs will be as far as practicable straight and accessible. Cables will be installed on galvanised trays and will be secured properly. Cables passing above main deck and wherever there is a risk of mechanical damage will be led through galvanised Pipes. Cables passing through decks and bulkheads will be led through suitable coamings or individual water tight glands. The piercing will be filled with approved filling material for water tightness. Vinyl bushes will be used for penetrations through B-class bulkheads. Where cables pass through non water tight bulkhead of structural steel, the holes will be bushed with lead or approved material. Cables passing close to radio and navigational equipment will be properly screened. As far as possible cables for automation and instrumentation will be laid in separate trays or when laid on same channel the distance between them will be as per the class rules.

v. Lighting

The lighting installation consist of 220 V A.C system.

All the light fittings will be of 2 X 20 Watt fluorescent type and will be weather proof, drip proof or non-watertight as required by the location as per class and will be suitable for marine application.

Illumination levels in various areas will comply with the regulations of classification society and relevant statutory authorities as applicable to this class of vessel.

As far as practicable, the fittings will be installed for easy maintenance.

a.Lighting for Accommodations:

All lights in the passenger accommodation space will be of fluorescent type.

b.Machinery Room Lighting:

Watertight fluorescent type light fittings will be used in the engine room for general illumination. All the switches and sockets used will be of water tight type.

c.Outdoor Flood Lights:

Suitable number of flood lights will be provided at open deck space.

d.Portable Lights :

Two numbers, 40 watts, 220V portable hand lamps will be provided with watertight socket and 8 meters flexible cable.

e.Rechargeable Lights:

One No. inverter of 750 W (0.75KW) alongwith 12V 150 AH maintenance free battery and 6 nos. lights in wheel house, two in engine room, one forward, one aft, one behind wheel house may be connected separately.

f.Cabin Fans:

Wall mounted oscillating fans with regulators will be provided in the accommodation cabins/wheel house.

vi. Navigation and Communication Equipment

Navigation and Communication Equipment will be provided as per the CLASS rules including GPS system and Radar.

a.Navigation Lights

2 sets of electrical navigational lights of approved make will be fitted as per rules. One set is to be powered by emergency supply and controlled from a control panel mounted in the wheel house.

b.Search Light

In addition to normal light fittings, one searchlight (swivelling type) of 500 watts will be fitted on the wheel house top.

vii.Earthing

In general all the electrical motors, control panels and generators, unless specified by the supplier will be earthed as per the rules. Suitable size of conductor will be used for earthing purpose depending upon the current capacity of the appliance. The conductor will be properly crimped at both the ends and one end will be connected to the earth bolt provided on the equipment, while the other end to an earth bolt welded to the steel structure. Suitable washers and conductor terminals will be used so that a reliable contact is made.

3.2.20 Major Equipment List**i. Main Engines**

Nos : 02
 Make : Cummins/Ashok Leyland/Yanmar/Nigatta.
 Type : Single acting, 4 stroke, high speed Diesel Engine.
 Power : Approximately minimum 650 KW @ 2100 rpm
 Main Engine Starting : Battery Started

ii. Gear Boxes

Nos. : 02
 Make : Twin Disc/ ZF Marine/Kirloskar/Ghate Patil
 Gear ratio : to suit propeller rpm

iii. Propellers

Nos. : 04 (including 2 spares)
 Dia : as per class requirement

iv. Diesel Generator Sets

Nos. : 02
 Engine Make : Cummins/Kirloskar/Crompton Greaves/Simpson/Ashok Leyland or any make type tested by IRS
 Engine Type : 4 stroke, water cooled diesel engine
 Elec Output : About 25 KVA each @ 1500 rpm
 Insulation : Class "H"
 Make of alternator : Crompton Greaves/Stamford or any other make as approved by IRS.

v. Bilge/GS/Fire Pumps

Nos. : 2 (Motor driven)
 Capacity : Approx. 25 m³/hr
 Type : Self priming, Centrifugal
 Head : 3.5 bar/35 mtr.
 Material of construction: Complete brass with SS shaft and SS fasteners

vi. Hand Pumps

Nos. : 2 (One each for bilge, fuel oil transfer)
 Type : Semi Rotary/ Double acting piston type

vii. F.O Transfer Pump

Nos : 01
 Capacity : 1.5 m³/hr, electric driven

viii. Split/Cassette A/c Brand: Hitachi/Voltas/Carrier/O- General

Nos : 3 Nos. (At Pilot/sitting space Cabin, Wheel house and crew cabin)
 Capacity : 2/1.5 Ton approx.

ix. Engine Room Ventilation/exhaust Fans

Nos. : 02
 Capacity : As per class requirement
 Type : Axial Flow
 Prime Mover : Electric driven

x. Toilet Exhaust Fan(one in each toilet)

Nos. : 01
 Capacity : as per requirement
 Type : Axial Flow
 Prime Mover : Electric driven

xi. Supply Fan for Crew Accommodation

Nos. : 02

Capacity : as per requirement
 Type : Axial Flow
 Prime Mover : Electric driven

xi. Steering Gear:

Nos. : as per rule
 Torque : as per rule
 Type : Hand Hydraulic type

xii. Anchors (As per Class Rules):

Nos. : 02
 Weight : About 80 Kg.
 Type : High Holding Power

xiii. Anchor Chain:

Nos. : 02
 Length : As per rules
 Diameter : As per rules
 Grade : As per rules

xiv. Anchor Handling Windlass:

Nos. : 01
 Capacity : Hand Operated
 Type : Suitable for above anchors

xv. Batteries:

Nos. : As required
 Make : Tata Green/Excide/ SF SONIC either 180AH OR 150 AH, for main engine
 and auxiliary engine,navigational equipment,emergency system,
 communication system
 Type : Maintenance free Batteries

xvi. Electric Whistle:

Qty. : 01

xvii. Poly propylene ropes

Qty. : 02
 Dia : As Per Rules
 Length : As Per Rules

xviii. Navigational and Communication Equipment

VHF : 2 Nos. (Multi Channel make of Motorola/ Sailor working on AC/DC)
 Search Lights : 2 Nos. (Including one spare)
 Other Navigational Eqpt. : As per rules including GPS system and Radar.

xix. Life Saving Appliances

As Per Rules.

Note: The capacities & qualities mentioned above are indicative and for Guidance only. These are subject to the requirement of Class Statutory Authorities & Owners, as applicable

3.2.21 Major Spares (Minimum) for each craft

Propellers : 2 Nos. (one RHS & one LHS)
 Tail/propeller Shafts : 2 Nos.
 Spare Rudder Spare : 2 Nos.

3.3 TERMS OF PAYMENT, TAXES AND DUTIES, GUARANTEE ETC.

(I) **Payment Terms FOR SUPPLY OF BOAT ITEM NO. 1 OF SCHEDULE B:**

The amount computed from the sum and rates entered in the schedule of price tendered by contractor after being duly adjusted in accordance with all relevant provisions of the contract agreement (which amount is herein referred to as contract price) shall be paid by the Board by Cheque/RTGS in the manner indicated hereunder:

- a) 10% of total price as initial payment after placement of LOI and submission of Bank Guarantee for 110% amount by the contractor from the nationalized/scheduled bank having its branch at Gandhidham, in the proforma given by Deendayal Port Authority it should be valid till completion of the d) stage payment. An interest of SBI prevailing Prime Lending Rate (PLR) Plus 2% will be recovered on the amount. The Bank Guarantee will be released along with d) Stage payment. In case the successful bidder is not interested to take the 1st initial interest bearing payment then the payment against b) will be done @20% instead of 10%.
- b) 10% of the base price when the keel of the vessel is laid and on placement of order for main engine and gear boxes.
- c) 20 % of the base price when hull is completed upto main deck.
- d) 20% of the base price when the propulsion engines with gear boxes and stern gears are received in the yard and completion of fabrication of superstructure.
- e) 20% of the base price when the vessel is completed in all respects and preliminary trials are carried out to the satisfaction of Dy. Conservator.
- f) 20% of the base price after successful completion of work.

Note: NO FOREIGN EXCHANGE VARIATION IS ALLOWED TO THE BIDDERS

(II) **TAXES AND DUTIES:**

- (a) Payment of income tax: Income tax will be deducted at the rates as applicable from time to time. It is open to the contractor to make an application to the Income Tax Officer concerned and obtained from him a certificate authorising the department to deduct income tax at such lower rate or deduct no tax as may be appropriate to his case. Such certificate will be valid for the period specified there in unless it is cancelled by the Income Tax Officer earlier. The contractor shall furnish PAN details.
- (b) The rates shall be inclusive of all existing taxes and duties, Except GST. The GST will be reimbursed as per **GST Clause, given below. The** rates are to be quoted in Indian Rupees only. The payment of the bill will be made after submission by the contractor of the bill in triplicate duly certified. Income tax at applicable rates and surcharge thereon will be deducted from the Stage Payment bill. The party will be allowed Stage Payment. The payment will be made in Indian Currency only.

(c) **GST CLAUSE**

The rates to be quoted are exclusive of GST. The contractor shall quote prevailing GST separately which shall be reimbursed by DPT after ascertaining necessary compliance as per Goods & Service Tax, 2017. All other duties, taxes, cesses applicable if any, shall be borne by the contractor. However, GST element will not be considered for evaluation of bid price.

3.4 **INSURANCE:**

Speeds Boats shall be insured for its whole value by the supplier at his cost against loss or damage incidental to manufacture, transportation, storage and delivery and the same shall be valid till commissioning and handing over of the Speed Boats to the Employer after satisfactory trials.

The men and materials deployed by the Supplier in DPT premises shall be insured at his own cost in accordance with Clause No.23 of GCC and the Port will be in no way responsible for accident/injury to personnel or loss / damages to the materials in connection with the work (assembling, commissioning, testing, guarantee repairs etc. till the satisfactory handing over the Boats to DPT after trials at Kandla Port premises.

3.5 SCOPE OF WORK DURING GUARANTEE PERIOD & ANNUAL MAINTENANCE CONTRACT.

1. GUARANTEE PERIOD: The boats supplied shall be guaranteed for one year from the date of acceptance by DPA. During the Guarantee period, contractor has to attend preventive and regular maintenance of boats, the cost of which shall be included in item No. 1 of BOQ i.e. design construction and supply of 01 Nos. speed/patrolling boats. The scope include supply of skilled and unskilled manpower, spares and consumables. The maintenance of boats shall be attended as per manufacturer's standard for various equipment of boats, IRS recommendations and direction of Engineer-in-charge.

2. COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT INCLUDING THE COST OF SPARES : The comprehensive annual maintenance contract means that the contractor has to carry out preventive maintenance of boats (as per the manufacturers schedule) and breakdown maintenance if any, inclusive of supply of spares, consumables and labor, as per the quoted cost in schedule –B for four years from the date of satisfactory completion of the guarantee period of 1 (one) years as per item No. 2 of BOQ. The rate for the CAMC shall be quoted in Indian rupees as per Schedule-B in the price bid document for each year from the time of commencement of CAMC and remain frozen and will not be subject to any escalation for any reason whatsoever. The broad scope of work includes following:

- i. **NAVIGATIONAL EQUIPMENTS:** The operator to maintain all the navigational equipments fitted on board. B.
- ii. **LSA & FFA:** The operator to maintain the LSA & FFA as per the IRS approved plan under the RSV Type-1 requirement.
- iii. **ISPS:** The operator to maintain the ISPS equipments and follow the security levels of the Port.
- iv. **DECK MACHINERY:** The operator to maintain all the Deck machinery with accessories. to keep the boats in operative readiness at all times.
- v. **ENGINE ROOM MACHINERY:** The operator to maintain all the Engine Room machinery with accessories such as Main Engines, DG sets, Gearboxes, Air Compressors, SRP, Pumps, Motors, valves, etc. including PMS (Planned Maintenance Schedule) as per OEM recommendations.
- vi. **REGISTERS:** The operator to maintain all registers as per the ISO 9001 & 14001 requirements.
- vii. **DRYDOCKING:** The boats to be dry-docked as per statutory classification requirements. The operator shall make all arrangements for dry-docking. The dry dock will be provided to the contractor free of cost by DPA. The entire dry-docking and associated works to be taken up and expenses borne by the operator.
- viii. **PAINTING:** All Decks, Deck/Engine Room machinery and floor plates to be painted periodically as per requirement of class/recommendation of IRS and as per direction of Engineer-in-charge. The operator to arrange the paints, thinner etc. at their cost.
- ix. **SPARES:** Spares required for maintenance/defect rectification of Deck & Engine Room machinery, Navigational Equipment etc. to be arranged by the operator.
- x. **J. SURVEY:** The operator to maintain the Class Certificates as per Statutory Classification

requirements at bidder's cost.

3. OPERATION OF BOAT:

Boats to be manned suitably 24x7 basis round the year (including weekly off / Public holidays) as per the IV Act. of GMB requirement.

The contractor will be responsible for deployment of trained and qualified staff for operation of boats round the clock. The rates towards deployment of man power for operation of boats shall be quoted as per item No. 3 of BOQ.

4. PERFORMANCE GUARANTEE FOR O&M PERIOD.

PERFORMANCE SECURITY shall consist of two parts (a) Performance Guarantee to be submitted at the start of work of work, and (b) Retention Money to be recovered from Running Bills. Performance Security shall be 10% of the Annual Contract Price, of which 5% contract price should be submitted as Performance Guarantee in the form of Bank Guarantee, or Demand Draft, one month prior to start of Operation part and Maintenance part of contract separately for respective year, and balance 5% to be recovered as Retention Money from Running Bills. Contractor shall submit Bank Guarantee from a Nationalized/Scheduled Bank (except co-op bank), having its branch at Gandhidham ,for 5% of Annual Contract Price of respective year one month prior to start of the contract and balance 5% will be recovered from monthly running bills.

Recovery of 5% Retention Money to commence from first bill onwards @ 5% of the bill value from each bill. Retention Money will be refunded within 14 days from the date of completion and passing of Final Bill of respective year. Balance SD will also be refunded immediately, not later than 14 days from completion of Annual Contract, passing of final bill of respective year and submission of PG for next year.

5. CONTRACTOR'S OBLIGATIONS

- I. Replacement cost of spares required for maintenance/ faulty spares/components, consumables during the tenure of Guarantee period and AMC period will be in suppliers account.
- II. Consumable like Cotton-waste, Soap, Cleaning cloths, Detergent, Solutions, Taps, Anti-corrosion-fluid, cleaners, Liquid, Lub. Oil, Grease, Hyd., oil, lamps, luminaries, chokes, fuses etc., shall be included in the CAMC.
- III. Sufficient stock of necessary spares required during the preventive, breakdown maintenance shall be included in the CAMC & Guarantee Period.
- IV. The spares available with DPA supplied along with boats will be given to contractor for use in case of emergency subject to replenishment immediately after use by the contractor.
- V. Contractor shall carry out all Preventive Maintenance as the Manufacturers Service Schedule/Maintenance plan. The Maintenance shall be carried out as per the Manufacturers standard procedure and according to the instruction manuals, IRS requirement and direction of Engineer-in-charge to maintain the boats in class.
- VI. Contractor has to keep and submit all records of the daily/preventive/breakdown inspection and maintenance of Boats and end of each month the contractor will submit the computerized log book, record of maintenance, formats duly filled up as required by the Employer.
- VII. Recognize that all the assets covered under AMC system, tools, test equipment's, manuals and other documents which are handed over to DPA while taking over/handing over of the boats will be the property of the owners and not to dispose without the approval of the owner or any of the properties of the owner, unless such property shall be of no material value and not required for the CAMC.
- VIII. The boats to be maintained in IRS Class for which all requirement including timely dry docking to be attended by the contractor his own cost including cost of spares, labour, paints, replacement of steel etc.
- IX. Assets handed over to the AMC contractor for any improvement in operation shall revert back to owner free of cost, subject to normal wear and tear.
- X. The responsibility of the AMC Contractor includes procurement, stocking and use of maintenance spares as well as consumables required for satisfactory performance.
- XI. Labours

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) Safety

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

(f) 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.

(g) 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 Labourers 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.

(h) 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 labourers 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.

- (i) **No Labour Below 14 Years:** No labour below the age of 14 (fourteen) years shall be employed on the work.

- (j) Registers to be maintained at site

- **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.

- **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.

- In addition to registers maintained as mentioned in Clause No. 50 of Section-II, the contractor is required to maintain the following registers:

1. MUSTER FORM XVI
2. REGISTER OF FINES FORM XXI
3. REGISTER OF DEDUCTION FOR DAMAGE OR LOSS FORM XX
4. REGISTER OF WAGES FORM XVII
5. REGISTER OF ACCIDENT, MAJOR ACCIDENT FORM No 29
6. REISTER OF WORKMEN EMPLOYED BY CONTRACTOR FORM13
7. REGISTER OF ADVANCE FORM XXII
8. REGISTER OF OVERTIME FORM XXIII
9. Profile of staff personnel for posted staff during AMC period.
10. Consumable, Tools and Plants.

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

The contractor will hand over the logs and registers to KPT at the time of completion of contract period.

- (k) **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.

(l) 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.

(m) Labour License:

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

(n) During Operation and Maintenance period after handing over the boat to DPA, contractor is responsible for obtaining adequate value of insurance for machinery, tools and tackles deployed by them for satisfactory performance during guarantee period and AMC period. Apart from the above, contractor is responsible for obtaining insurance of maintenance staff and crew members deployed for operation of boat at their own cost.

6. PORT OBLIGATION

- (a) DPA will provide adequate space for rest of crews, storage of spares, tools & tackles free of cost at convenient location during guarantee period as well as for period of CAMC.
- (b) Water and fuel for operation of boats will be provided by Deendayal Port Authority FREE OF COST.
- (c) Residential accommodation at Deendayal Port Colony for maintenance staff of the AMC contractor shall be provided by the DPA, on request and subject to availability of quarter on chargeable basis as per KPT's Terms and conditions.
- (d) Fresh water will be provided by DPA free of cost.
- (e) Shore power supply will be provided by DPA as per availability free of cost.

7. PAYMENT TERMS FOR OPERATION & CAMC

- I Payment for Operation & CAMC will be made on monthly basis proportionately on submission of invoice as per requirement.
- II. Contractor is liable to pay all applicable taxes, duties, levies, excluding GST, which will be paid extra with monthly bills. However, TDS under IT Act. & GST Act. will be recovered from bills & necessary TDS certificate will be issued as per rules.
- III. The contractor shall submit proof for payment of wages to crew/workers, through their respective bank accounts, alongwith monthly bills.

8. DOWNTIME FOR OPERATION & CAMC:

"The Operator shall be allowed a compensable down time of 12 days per boat per year during the currency of the contract for the upkeep of the boat. The downtime of 12 days will be credited in the beginning of each contractual year. However, the Operator must take prior permission of the DEPUTY CONSERVATOR, Deendayal Port Authority before availing any down time. Any sudden breakdown of Boat also debatable to the downtime. Down time left over at the end of the year cannot be carried forward to the next year. During the downtime, operation and maintenance charges of Boat is payable.

9. PENALTY FOR OPERATION & CAMC:

This clause shall be applicable after availing of 12 days of downtime in a year. In case of downtime of boat beyond 12 days in a year, following penalty will be imposed.

Sr. No.	Downtime (Per Boat)	Penalty (Per Boat)
(i)	Downtime beyond 12 days and up to 18 days in a year for each boat.	No Operation and Maintenance (CAMC) charges payable from 13 th day to 18 th day.
(ii)	Downtime beyond 18 days and up to 25 days per year.	No Operation and Maintenance (CAMC) charges payable from 13 th day & additional penalty recovery of Rs. 35000/- per day from 13 th day onwards. In case downtime in part of the day, recovery will be made proportionately on hourly basis considering 24 hours of a day.
(iii)	Beyond 25 days in a year	No Operation and Maintenance charges payable & additional penalty recovery of Rs. 35000/- per day from 13 th day to 24 th day and Rs. 50000/- per day from 25 th day onwards will be recovered. In case downtime part of the day, recovery will be made proportionately on hourly basis considering 24 hours of a day.

10. Other Conditions:**i. ROYALTIES AND INTELLECTUAL PROPERTY RIGHTS:**

The contractor shall pay all royalties and other money which shall be or become due or payable in respect of any patented, registered or protected article or design which shall be used by them in or about the construction of the vessel and shall at all times indemnify the Employer and their officers and agents there from and from all actions, suite, demands and claims in respect of the said royalties and other sums of money or any of them and from all costs, charges, damages and expenses in any way arising thereof or incidental thereto.

ii. INDEMNITY AGAINST ANY CLAIMS (OR) ACCIDENTS ETC:

The contractor shall also be solely responsible for the satisfaction of and shall at all times indemnify

the Employer or the Employer's Representative or any other officer or agent of the Employer against any claims or accident or actions arising from accidents or injuries to workmen or other persons or damages to other vessel craft or property which may arise during the execution of this contract or from the breach of any law or regulation prior to the delivery of the vessel to and handing over of the same by the Engineer/Representative at Gandhidham Port as herein before provided.

iii. RIGHTS OF EMPLOYER TO TAKE / TERMINATE THE CONTRACT IN CERTAIN CASES:

Without being liable for any compensation to the contractor, the Employer may, in his absolute discretion, terminate the contract by giving the contractor a minimum 7 days' notice in writing, due to occurrence of any of the following reasons: -

The contractor has abandoned the work of the contract.

- a. In the opinion of the Employer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of contractor's lapse.
- b. The contractor has failed to commence the works or has without any lawful excuse under these conditions, has kept the work suspended for at least 30 days despite receiving the Engineer's or his Representative's written notice to proceed with the work.
- c. The contractor has refused or failed to remove, within 15 days, materials from the vessel or dismantle or demolish and replace work, after receiving from the Dy. Conservator or representative or his Representative due written notice stating that the said materials or work were condemned and rejected after due inspection.
- d. Any bribe, commission, gift or vantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the DPT or to any person in relation to the containing or execution of the contract.
- e. The contractor is adjudged insolvent or goes in to liquidation either compulsory or voluntarily.
- f. The delivery of the boat is delayed beyond the date fixed as mentioned in this tender or approved extended period under the provisions of the contract or the special conditions stipulated in clause 14 of the general conditions of contract for Specifications are violated.
- g. In case operation and maintenance of boat is not satisfactory.

11. THE CONTRACTOR TO INDEMNIFY THE DY. CONSERVATOR OR HIS REPRESENTATIVE AGAINST ALL PENALTIES, LOSSES, DAMAGES, FINES AND PAYMENT:

The contractor shall indemnify the Employer against all penalties, losses, damages, fines and payments whatsoever which the Engineer shall be legally required or compelled to pay or make by reason of the non-performance or non-observance of all or any of the enactments herein contained on the part of the contractor other than failure to deliver the vessel within the time specified in Clause 14 herein before and if any time the Employer shall be called upon to pay any sum or sums of money by way of penalty fine, compensation, or otherwise for or in respect of or on account of the breach, non-observance, or non-performance by the contractor of any of the covenants herein or their part contained, or on account of any misfeasance or neglect on their part or liability of their incurring or which may arise in carrying out the works the contractor shall thereupon on demand forthwith repay the Employer the full amount of all such penalties fines and payment with all costs charges damages and expenses attending the settlement and ascertaining the amount thereof or of defending any action suit or other proceeding in respect thereof or the Employer may at their option deduct from the running bills of the contractor PROVIDED NEVERTHELESS that no such payment shall be made or action defended without reasonable notice where practicable being given beforehand to contract to

the intent that they may have the opportunity of resisting, compromising, or settling the same at their own expense PROVIDED FURTHER that the foregoing indemnity shall apply only to such penalties and fines and payments aforesaid if any as shall be incurred upto the delivery of the vessel to and the acceptance by the Employer as herein before provided and the contractor shall not be liable for any claim in respect of consequential damages incurred after such delivery of the vessel to and the acceptance by the Employer.

12. SUB CONTRACTING:

Sub-contracting of any work is not permissible.

13. CONTRACT HOW TO BE CONSTRUED:

(a) This contract shall be construed to take effect according to the laws in force for the time being in India, including, as applicable, the following: -

1. The Indian Contract Act, 1872.
2. The Major Port Authorities Act, 2021.
3. The Merchant Shipping Act / Inland Vessel Act / Coastal Vessel Act.
4. The Workmen's Compensation Act, 1923.
5. The Minimum Wages Act, 1948.
6. The Contract Labour (Regulation & Abolition) Act, 1970.
7. The Dock Workers' Act, 1948.
8. The Indian Companies Act 1956 as amended from time to time

(b) Compliance with Rules and Regulations:

The Contractor shall at all times during currency of contract conform to and comply with the Regulations and Bye-Laws of the State or Central Government or of the Board and of all other local authorities the provisions, contained in the various labour acts enacted by the State Legislature and Central Parliament in force and the rules made there under including those under Minimum Wages Act, Factories Acts, the Indian Electricity Act and Rules framed under it, Workmen Compensation Act, Provident Fund and Miscellaneous Provisions Act. Health and Sanitary arrangements for worker safety code and Contract Labour (Regulation and Abolition) Act, 1970 and the Contract (Regulation and Abolition) Central Rules 1971 etc., for welfare and protection of works, workers or for the safety of the public and other insurance provisions.

The Board shall not be liable for the failure of the contracted in conforming to the provisions of the Acts, Rules and Regulations Act referred to in the above para and in case of any contravention of the provision of the Acts Rules and Regulations etc., the Contractor shall keep the Board indemnified against any loss cost and damage in the event of any action being taken for contravention.

(c) FORFEITURE OF EMD IN CERTAIN CASES:

If before expiry of the validity period of the tender the tenderer amends his quoted rates or the tender terms, making them unacceptable to the Employer and/or withdraws his tender/offer, the earnest money deposited shall be forfeited.

(d) NO INTEREST ON EARNST MONEY AND SECURITY DEPOSIT:

No interest shall be paid by the Employer to the tenderer or contractor on the amount of earnest money and Performance Security held by the Employer, at any stage.

(e) Compliance with ESI Act 1948: -

- (i) The contractor should adhere the Employees State Insurance Act 1948 (34 of 1948).
- (ii) The tender shall be issued to the Contractor only if the contractor has registered under ESI Act 1948 and has obtained separate ESI Code.
- (iii) If the Contractors failed to comply with the ESI Act, it is the duty of the Principle employer. i.e. Port Trust to recovery from the Contractors bill and make payment to ESI.

(f) Compliance with EPF Act:

- 1. The contractor should adhere to EPF Act 1952.
- 2. The contractor has to comply with all provisions contained in EPF and MP Act 1952
- 3. Rate quoted in BOQ (Price bid) shall not include EPF component. The claim for EPF component shall be admitted as per actual on submission of documentary proof of payment made to EPF authorities along with full details of manpower deploy and calculation of contribution.

(g) The bidder has to execute Integrity pact agreement with Deendayal Port Authority (As per Appendix-I enclosed). Shri S.K. Sarkar, IAS (Retd.) has been nominated as Independent External Monitor for Integrity Pact. Whose address is as under:

1 Shri S.K. Sarkar, IAS (Retd.)
Nayantara Aptt.,
Plot 8 B, Sec-07, Dwarka,
New Delhi – 110 075.
Mobile No.98111 49324
ksarkar1979@gmail.com

2. Shri Saurabh Chaudry, , IAS (Retd.) B-104,
A-9, Sector – 30
Noida (U.P.) – 201301
Mobile No.9871322133
Email : saurabh7678@yahoo.co.in Email : saurabh7678@yahoo.co.in

**Signature & Seal
of Contractor**

**Deputy Conservator
Deendayal Port Authority**

Annexure-I**List of As Fitted Plans:**

1. General Arrangement Plan
2. Midship/ Typical Transverse Section
3. Profile, Decks and Bottom Construction Plan
4. Transverse Bulkheads
5. Typical Transverse Sections
6. Schematic Piping arrangement of all the systems
7. Single line Electrical Diagram
8. Deckhouse Structural Drawings
9. Accommodation Layout Plan
10. All Statutory Drawings like LSA, FFA, LSS
11. Engine Room Arrangement
12. Lines Plan and Offset Table
13. Hydrostatic Tables and Cross curves
14. General Machinery Layout
15. Sounding Table
16. Docking Plan
17. Deck outfit seating
18. List of all outfit equipment
19. Funnel Construction
20. Draft marks. Naming Plan
21. Skin Fittings

22. Railing, Manholes and Ladder Drawings
23. Mast Drawings and Navigational Light details
24. Painting Scheme*
25. Propeller Details and Drawings
26. Steering Gear Arrangement
27. Inclining Experiment Report, Trim and stability booklet*
28. Test results of all machinery and equipments as required by the class*
29. Trial Details*
30. Particulars of all machinery and fittings*
31. Manuals and instruction books of all machinery and equipment*
32. Spare part lists of all machinery, manuals etc.*

*indicates that reproducible of these documents need not be submitted.

Annexure-II

1. TEST & TRIALS

The Deendayal Port Authority will have right to be represented all tests & trials whether at the works or yards of the contractor, at the work of sub-contractor or elsewhere.

All tests & trials required for the vessel and her equipment will be performed in compliance with the statutory/classification/owner's requirements.

The builder will prepare and submit a detailed program of the relevant trials to the owner & IRS for approval. Any remark made by the surveyors during the tests and trials will be rectified by the builder at no extra cost.

All costs involved in conducting the trials will be borne by the builder.

CONTRACTOR SHALL

- (a) For the purpose of test and trials at builders yard and at Deendayal Port Kandla ,all costs including fuel, crew etc. shall be borne by the contractor.
- (b) Give the owner's representative timely notice of the dates on which it is proposed to carry out test or trials wherever possible at least 7 days' notice is required. Deputation of DPA representatives will be at DPAs account.
- (c) Furnish the Deendayal Port Authority with records, in duplicate and signed by surveying authority of the results & trials.

2. TESTS AT MAKER'S WORKS, PROPULSION DIESEL ENGINES:

Arrange for propulsion engines to be run on test bed at maker's works for 6 hours or as decided by IRS continuously at rated output and revolutions and thereafter for short period at 10%(Ten percent) overload and at $\frac{3}{4}$, $\frac{1}{2}$ and $\frac{1}{4}$ full load. Fuel and oil consumption, temperatures & other data to be recorded and efficiencies to be deducted.

The contractor shall arrange for trials for the main propulsion engine in presence of the representatives of Deendayal Port Authority. For this purpose, the contractor shall give notice to Deendayal Port Authority at least 15 days in advance.

Auxiliaries and deck machinery to be suitably inspected and tested before installation

2.1 Model Test

Builder shall carry out Model test to confirm propulsive Power requirement of the vessel and shall submit report to the owner for acceptance

2.2 Welding

The Hull will be of all welded steel construction. All openings and holes in the structure will be made with the approval of IRS and will be suitably compensated for strength. Welding will be of high quality and will be performed by skilled and IRS approved personnel. Necessary precautions will be taken to eliminate deformations. All surfaces will be cleaned from rust and grease before welding. Approved manual, semi-automatic welding techniques will be adopted for the construction using coated electrodes of approved make. A regular X-Ray testing as per IRS rules will be carried out to test the standard of welds. The builder will submit inspection and testing plan to owners for approval.

2.3 Tank Testing

All tanks and watertight or oil tight compartments will be tested in the presence of the surveyor and Owner's representative and will comply with the rule requirements. The tests must be carried out after completion of the construction and prior to commencement of painting.

Before the sea trials and with vessel in a complete a condition as possible, an inclining experiment will be conducted to ascertain the lightship displacement and centre of gravity in the presence of Owner's representative, IRS/ Statutory Authority. The report approved by IRS/ Statutory Authority will be made available to the Owner's representatives.

3. INFORMATION AS TO DISPLACEMENT

The Contractor shall send to the owner at least 7 days before trials are carried out the following:

- (a) Full details of actual draft of boat
- (b) Details of weights to come off boat and additional weights to be put on board and calculations of firm, in order to arrive at actual displacement and draft forward and aft in service condition.
- (c) A print of the displacement scale, with curves of INCH/TRIM change of trim centers of floatation and centres of buoyancy.

4. INCLINING EXPERIMENT

Before the sea trials and with the vessel in as complete condition as possible, an inclining experiment will be conducted to ascertain the lightship displacement and centre of gravity in the presence of Owner's representative, IRS/ Statutory Authority. The report approved by IRS/ Statutory Authority will be made available to the Owner's representatives.

The builders are to carry out an inclining experiment in the presence of Owner's representatives and the IRS. The inclining experiment is to be carried out in fair weather and calm water. During the experiment, all tanks are to be emptied and bilges are to be dry. A careful check of weights including the number of persons on board during the experiment is to be maintained. Based on the results of this experiment, the builders are to supply the final stability curves for the various conditions, as stated.

5. PRELIMINARY TRIALS

5.1 DOCK TRIALS

Dock trials will be carried out in accordance with a program to be agreed upon by the Owners or their authorized representatives to check the operation of the machinery. Main engine, engine room machinery and other auxiliary machinery will be in operation during dock trials before the boat leaves her mooring. A report on the performance of various machinery during dock trials in the format to be agreed upon will be submitted to Owners or their authorized representatives.

- (a) Propulsion and auxiliary machinery running easy for testing, adjustments, flushing out pipe system etc.
- (b) Test the electrical installation including the main generators.

5.2 HARBOUR TRIALS AT THE PORT OF BUILDERS:

Carry out the following trials to demonstrate that the boat in working condition as specified, is capable of a speed not less than 20 knots at 90% MCR:

- (a) Fuel power speed trials over the approved measured mile. Speed to be calculated as the mean of means for three double runs with the against the tide in each case.
- (b) Carry out a four hours continuous full power test on main propelling machinery to demonstrate that it is satisfactory in every way for the required duties.

5.3 Manoeuvring Trials:

Manoeuvring Trials shall be carried out as per requirements of IRS and Deendayal Port Authority.

5.4 OTHER TRIALS

Other trials will be conducted at the Builder's yard when the vessel is complete in all respects and will comprise of the following tests:

- Electrical Equipment and Systems
- Hull/ Machinery Systems
- Ventilation & Accommodation fittings
- Deck Machinery
- Fire Alarms, Communication/Navigation items etc.

All other trials required in the intended services shall be carried out to the satisfaction of the IRS and Deendayal Port Authority.

5.5 Acceptance Trials

One set of trials will be conducted at the owner's premises. All inventories on board will be checked before acceptance of the vessel.

6 **TRILAS AT Deendayal Port**

The following trials shall be conducted at Kandla

- (a) Speed trials
- (b) Endurance trials for 4 hours.
- (c) Manoeuvring trials.
- (d) Any other trials required by the Deputy Conservator.

Repeat Trials

All the trials required to be conducted at Kandla before acceptance shall be repeated after operation of the boat for 100 hours and final acceptance of boat shall be based on this trials report for all purpose. "However, 100 hours of the running of the boat shall be completed within 15 days".

7 **Record of Test and Trials:**

Record gauge readings, revaluations, draughts and other party killers of all trials.

Work out and tabulate the result of tests and trials and include a complied data sheet in the as made drawings.

- a. **Two sets of all tests certificates shall be furnished.**

Hull (b) Machinery (c) GRT and NRT (d) safety and other relevant (e) Builder's certificate.

- b. **MANUALS:**

Four sets of operation, instruction and maintenance and spare parts manual relevant for all the machineries fitted on boat shall be supplied.

8 **GENERAL**

- 8.1 Carry out any other test or trials as per owner's requirement to be necessary to demonstrate the ability of the boat to comply with the specified requirements, particularly to perform the duties specified hereof.
- 8.2 Carry out any other tests or trials if found necessary and deficiencies in performance to be made up within a period of one month.
- 8.3 The boat is not to leave the builders yard for Kandla until obtaining specific instructions from Deendayal Port Authority on completion of satisfactory harbour trials.

9. **DELIVERY HANDING OVER AND GUARANTEE**

The price for the vessels named in scheduled of prices shall include the cost of providing stores, provisions, equipment, fuel, instruments, personal services and all other things and expenses of

whatever nature necessary for or arising out of voyage and navigating and working the boat at the port of Kandla, there handing her over and guaranteeing to the extent specified here in after for a period of one year from the date are taken over by the Deendayal Port Authority.

10. SUB CONTRACTORS TO BE APPROVED

In the event of the contractor proposing to employ another firm or person to undertake the navigation of the boat to destination, the name of such firm or person shall be submitted to Deendayal Port Authority for approval at least a fortnight before the boat are due to sail.

11. CREW

The contractor shall provide at his own risk and expenses properly qualified, reliable and efficient Master Officers, Engineers and crew and pay all fares and other expenses in connection with the above for joining the crafts and their repatriation.

12. INSURANCE

The contractor shall issue the boat and equipments and spare parts fully in accordance with clause **No.24 of the condition of contract at Annexure-I** at his own expenses. The contractor shall arrange for the Master, who is in the event of any matter arising likely to lead to claim under the policy, to advise immediately the nearest agent and at the same time cable the contractor and Deendayal Port Authority.

13. USE OF THE VESSEL

The contractor shall not use the boat or permit to be used for passenger or for carrying or for towing without the written permission of the and Deendayal Port Authority or any other officer working on its behalf.

14. FLAG

The boat shall sail under the Indian Flag.

15. PROGRESS OF VOYAGE

The contractor shall keep the Deendayal Port Authority advised of the progress of the vessel on her voyage the information to include the time and date of entering and leaving any Port of call and the reasons for the call.

16. Boat shall be placed in dry dock on arrival at Kandla for examination of the underwater hull and fittings. The Kandla Port Trust will bear the cost of docking and undocking for 4 working days stay in the dry dock to attend to scraping and painting of underwater hull. In case any defects are noticed which need to be attended by the builders, hire charges of the dry dock beyond the initial 4 working days will be borne by the builders. In case the boat is to remain in dry dock beyond 4 working days for reasons other than for carrying out repairs by the builders, the builders will not be charged for such period. Contractors will apply one coat of anti-fouling paint after scrapping the hull.

17. The Insurance taken out by the contractor under the **provisions clause 24** of the conditions of **contract at Annexure-I** shall cover the vessel against all risks whilst entering remaining a leaving dry

dock as above. Any damage caused to the port property before handing over will be borne by the contractor.

18. **PREPARATION FOR HANDING OVER;**

On arrival of the boat at Port of Kandla the contractor shall at his own cost remove all temporary fittings installed for the voyage, or reassemble all dismantled parts and re-erect all machinery, ratify any blemishes to paint work or other defects and make the boat ready for work to the satisfaction of the Deendayal Port Authority.

19. **TAKING OVER:**

When the Deendayal Port Authority shall be satisfied that the boat is in perfect working order it will issue to the contractor a certificate that it has taken over the boat, equipments, stores and spare parts. The issue of the taking over certificates shall not be delayed on account of minor omissions or defects during the guarantee period.

20. **LOSS OR DAMAGE:**

If any loss or damage shall be sustained or incurred by the boat or machinery, equipments or spare parts due to any cause, either during the passage or before taken over, the contractor shall at his own expense rectify such loss or damage with all expedition.

21. **RIGHT OF ACCESS TO BOAT:**

The Deendayal Port Authority and all persons duly authorized by it shall have access to the boat on arrival at all reasonable times thereafter, for the purpose of inspecting condition and equipments, stores and spare parts and shall be afforded every facility by the contractor for making such inspections.

22. **GUARANTEE**

22.1 For a period of one year, the contractor shall be responsible for remedying any defects or faults of any parts of the hull, machinery gear or fittings which may develop under proper use arising from faulty materials, designs or workmanship.

22.2 The contractor shall supply at Kandla at his cost new parts to replace any that may to be defective during the guarantee period.

In response of the defects rectified and the defective parts replace as per the guarantee provided, the guarantee period for such rectification and replacement shall stand extended for a further period of one year from the dates of satisfactory completion of the rectification or replacement of the defective parts.

23. **COMPLETION CERTIFICATE:**

For supply of boat completion certificate shall be issued on taking over of the boat provided the contractor shall in the opinion of the Deendayal Port Authority have duly performed all the obligations imposed on him by the contractor. 'No Defects certificate' or 'Defects remedying certificate' shall be issued on completion of guarantee period or extended guarantee period.

- 23.1 The Deendayal Port Authority will not be liable to the contractor for any matter or thing arising out of or in connection with the contract unless the claim has been made in writing before giving of the completion certificate referred to above.

Annexure-III

List of Spare Parts Required for Main Engine and Aux Generator to be supplied along with Boat.

For Main Engine:

- | | |
|-----------------------------------------------------------------------------|--------------------------|
| 1. Diesel filter | - 2 sets/ Each Engine |
| 2. Oil filter | -4 sets / Each Engine |
| 3. Bypass filter(if fitted in the existing craft engine) | -4 sets / Each Engine |
| 4. Air cleaner element | - 2 Nos. / Each Engine |
| 5. Cylinder head Assy. Complete | - 1 No. / Each Engine |
| 6. Coolant | - 5 Ltr. Each Engine |
| 7. De-carbonising gasket set | - 1 set Each Engine |
| 8. Water pump repair kit with brg. | – 1 set/each ebine |
| 9. Oil Pressure Gauge, temperature Gauge | - 2 Nos. for Each Engine |
| 10. Fresh water pump complete | - 1 No. / boat |
| 11. Engine Sea Water pump complete | - 1 No. / boat |
| 12. Complete after cooler core with “O”ring | - 1 No. / boat |
| 13. Element and “O”ring for engine oil Cooler | - 1 No. / boat |
| 14. Engine vibration pads | - 1 set/ boat |
| 15. Electric starter of main engine | -1 No./boat |
| 16. Starter pinion | - 02 No. / boat |
| 17. Heat exchanger unit (tubular as fitted in engine) | -1 No. for each craft |
| 18. Complete injector assembly with nozzle- one set complete for one engine | |
| 19. Fuel injection Pump- one complete unit for one engine | |

Generator Engine

- | | |
|------------------------------------|----------------------|
| 1. Diesel filter (Pre & Secondary) | - 2 sets each Engine |
|------------------------------------|----------------------|

2. Oil Filter	- 4 sets Each Engine
3. Nozzle Complete	- one set complete for one engine
4. Air cleaner element	- 2 Nos. Each Engine
5. Complete Cylinder head Assy.	- 1 complete set for one engine
6. Oil Pressure Gauge, temperature Gauge	- 2 Nos. Each Engine
7. AVR	-4 Nos.
8. Rubber Coupling	- 2 Nos.
9. Fresh Water Pump Complete	-2 No.
10. Fresh Water Pump Complete Repairing Kit with bearing	-2 Nos.
11. V. Belt	- 4 Nos.
12. Drive End and Non Drive End coupling	- one set complete for one engine
13. Bearing of alternator	-1 set for one alternator
14. Fuel lines for automizer	- 1 set each engine
15. Fuel supply lines	
(a) Tank filter	- 2 Nos. per engine
(b) Filter to feed pump	- 2 Nos. per engine
(c) Fuel pump to injector	- 2 Nos. per engine
16. Lub. Oil line complete set	- 1 set per engine
17. Lub. Oil cooler complete	- 1 set per engine
18. Fuel injection pump	- one complete set for one engine

STEERING

1. Hydraulic Cylinder Seal set complete	- 2 Nos.
-----------------------------------------	----------

RUDDER

Rudder indicator complete	- 2Nos.
---------------------------	---------

CLEAR SCREEN WIPER

1. Driver Belt	- 2 Nos.
----------------	----------

2. Rubber packing and “O” ring - 2 pair

Note: The brands/ makes of the above spare parts will be supplied as per the brand / make of spares fitted in the boat.

GEAR BOX

- | | |
|---------------------------------------------------|-------------------------|
| 1. Lub Oil filter element, complete with “O” ring | - 4 sets |
| 2. Forward reversed clutch plate set complete | - 2 sets |
| | (1 forward & 1 reverse) |
| 3. Rubber coupling/ spiders connecting gear box | - 2 sets |
| 4. Gear Box lub oil cooler complete | - 2 sets |
| 5. Pressure and temperature gauge | - 2 Nos. each |
| 6. Selector Valve | - 1 No. |
| 7. Gear Pump | - 1 No. |

REMOTE CONTROL

- | | |
|-------------------------------------------------------------------|----------|
| 1. Remote control unit complete as per craft With push pull cable | - 2 sets |
|-------------------------------------------------------------------|----------|

Annexure-IV**DESIGN CONSTRUCTION AND SUPPLY OF 01 NO. SPEED BOAT (PATROLING BOAT) FOR WATERFRONT SECURITY OF DEENDAYAL PORT & OPERATION AND MAINTENANCE FOR THE PERIOD OF 05 YEARS****Other Equipment/ Stores**

Equipment	
N.U.C black bails folding type	2 Nos. Each
Diamond shape	1 No. Each
Ships bell	1 No. Each
Steering Horn	1 No. Each
Steering Compass	1 No. Each
500 Watts search lights	2 Nos. each
Ship Clock (1 in engine room, 1 wheel house, 1 rest room and Pilot cabin/SITTING SPACE)	4 Nos.
Voice Pipe	1 No. Each
Aldis lamp complete with cable and batteries	1 No. Each
Loud Hailer (Battery Operated)	1 No. Each
Hand lead Line	1 No. Each
Heaving line 130 meters long	1 No. Each

DECK STORES (DECK SIDE)

Oil cans (1 Litrs.)	6 Nos. each
Hand Hammer 1 Kg	2 Nos. each
Chissels various sizes	1 No each
Steel Scrapers	4 Nos. each
Chipping Hammer	4 Nos. each

Screw Driver (big & small)	4 Nos. each
Schakles various sizes from ½ inch to 2 inch	6 Nos. each
Fire Axe	1 Nos. each
Chopper	4 Nos. each
Boat Hooks	6 Nos. each
E.R. STORES:	
Ball Pan Hammer 500 grms	1 Nos. each
Files 6 inch (finish, semi finish, rough)	4 Nos. each
Files 8 inch (finish, semi finish, rough)	4 Nos. each
Files 12 inch (finish, semi finish, rough)	4 Nos. each
Pilers, insulated 20 mm	4 Nos. each
Ring spanner, set of 6 mm to 32 mm (set of 16 pieces)	1 set (in mm) each
Screw driver, insulated 15 cm	1 No. each
Screw driver, insulated 30 cm	1 No. each
Measuring tapes 30 mtrs.	2 No.
2 Oil feeder	2 Nos. each
Funnel 200 mm	1 No. each
Hacksaw (30cm)	1 No. each
Steel rule(30cm)	1 No. each
Feeler Gauge (0.1 to 3 mm)	1 No. each
Double and fixed spanner- 6 mm to 32 mm (set of 16 pieces)	1 set each
Torches (3 Cell)	3 Nos. each

Bi-haxogonal ½ inch square box spanner set with retched and other accessories	1 set (size 6 mm to 36 mm) each
Oil cans	3 Nos. each

Grease Guns bucket type 2 Kg capacity with hose	2 Nos. each
Hammer 1 lb	2 Nos. each
Hammer 2 lb	1 No. each
Chisels (assorted)	1 No. each
Bearing scrappers	1 No. each
Nose piler 8 inch	1 No. each
Cir clip piler 8 inch and outer	1 No. each
Combination piler 08 inch	1 No. each
Water pump piler 10 inch	1 No. each
GI Bucket 10 inch size	2 Nos. each
Hole punches	1 set each
DE SPANNERS 6MM TO 32MM	2 sets each
Rim SPANNERS 6MM TO 32MM	2 sets each
Torch 3 cells	3 sets each
Crow Bars	2 sets each
Steel measuring tapes 2 mtrs.	2 sets each
Torque Wrench 0-350 feet lbs	1 set each
Chain pulley block E-tons 2 ton capacity	1 set each
Files (assorted) half round flat file, round – 10 inch long	6 Nos. each
Funnel	1 set each
Screw driver 8 inch & 10 inch	1 each
Hand Lamp (portable) with 15 mtr twin core copper cable	2 Nos. each
Hand scissors and metal scissors	1 pair each
Hack saw frame 12 inch	1 pair each
Steel foot rule 12 inch	1 pair
Taps and dies BSW ¼ to 1 inch	1 set each

Letter punches A to Z ¼ to 1 inch, No. punches 0 to 9 ¼ inch	1 set each
Spirit Lever 10 inch	1 No. each
Feeler Gauge 6 inch long	1No. each
Liller truller	1No. each
Valve Lifter	1No. each
Valve Grinder	1No. each
Digital multimeter	1 No. each
Steel Scraper	6 Nos. each
Chipping hammer	6 Nos. each
Screw driver 12 inch long	1 No. each
Hack Saw	1 No. each

ADDITIONAL ITEMS

Handy Stainless steel (2 each of 8 inches, 10 inches & 12 inches)	12 Nos. each
Sooking spoon (SS)	12 Nos. each
Table spoon (SS)	12 Nos. each
Kitchen Knife	3 Nos. each
Flat spoon	1 Nos. each
Tawa	1 Nos. each
Dinner plate	15 Nos. each
Marline spike	2 Nos. each
Crow Bar (1 each of 1 mtr & 1.5 mtr.)	2 Nos. each
Anchor light oil	1 Nos. each
NUC Light OIL	2 Nos. each
Bedsheets	16 Nos. each
Pillow	10 Nos. each

Pillow Cover	20 Nos. each
Blankets	08 Nos. each
Torch (3Cells)	03 Nos. each
Life Jackets (Filled with retro reflective tape with light & whistle- as per MMD approved latest type)	20 Nos. each

The list of equipment and store mentioned above are required as a part of the equipment of the vessels and not as extra spare.

General: Orders for the Propulsion, engines, gearboxes and other main machinery shall be placed by the contractor either to manufacturer or their Authorised dealers as agreed by Deendayal Port Authority.

List of Crockery and Cutlery	Deck Side	Engine Side
One tea set for 6 persons	1 set each	1 set each
Qr. Plates	6 Nos. each	6 Nos. each
Tea Spoons Stainless Steel	6 Nos. each	6 Nos. each
Water jug Stainless Steel	1 Nos. each	1 Nos. each
Glass tumblers	12 Nos. each	12 Nos. each
Saucepan stainless 8 inch	02 Nos. each	02 Nos. each
Electric tea Kettle Stainless Steel	1 Nos. each	1 Nos. each
Turkish Towel	6 Nos. each	6 Nos. each

Section VI

General Conditions of Contract

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Section VI. General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Employer" means the "Board of Deendayal Port Authority" or its representative "Chief Mechanical Engineer" or any other person or firm nominated by the employer or as specified in SCC.
- (b) "Contract" means the Contract Agreement entered into between the Employer and the Contractor together with the Contract Documents referred to therein, including all attachments, appendices and all documents incorporated by reference therein.
- (c) "Contractor" means the natural person, private or Government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement or his representative who is duly authorized to deal with the contract.
- (d) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (e) "Contract Price" means the price payable to the Contractor as specified in the Contract Agreement, subject to such additions and adjustments thereto or deduction there from, as may be made pursuant to the Contract.
- (f) "Day" means calendar day.
- (g) "Completion" means the fulfillment of the supply of Goods and Related Services by the Contractor in accordance with the terms and conditions set forth in the Contract.
- (h) "Commercial Use" means use of Goods, which the contractor contemplates or of which it is commercially capable after enacting at Project site.
- (i) "GCC" mean the General Conditions of Contract "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Contractor is required to supply to the Employer under the Contract.
- (j) "Employer's Country" is INDIA.
- (k) "Tender" means the offer of the Contractor along with all other relevant documents as referred to in the Contract.
- (l) "Related Services" means the services incidental to the supply of the goods, such

as insurance, installation, training and maintenance and other such obligation of the Contractor under the contract.

- (m) "SCC" means the Special Condition of Contract.
- (n) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the goods to be supplied or execution of any part of related services is subcontracted by the Contractor under intimation to the Employer.
- (o) "The project site" where applicable means the place named in the SCC and in pursuant to ITT clause 14.6 a (iii) and 14.6 b (ii).
- (p) "Engineer In Charge" means Employee of Employer or any other person or firm, nominated by the Employer or as specified in SCC.

2. Contract Documents

- 2.1 Subject to the order of precedence set forth in the Contract Agreement all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The contract agreement shall be read as a whole.

3. Fraud and Corruption.

- (a) The Employer as well as Tenderer, Contractor, Sub-Contractor and Consultants observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Employer: Defines, for the purpose of this provision the terms set forth below as follows:
 - (i) "Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly 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 or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) "Collusive practice" means a scheme or arrangement between two or more tenderers designed to establish Tender prices at artificial noncompetitive levels and;
 - (iv) "Coercive practice" means harming or threatening to harm directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (b) Will black list a firm or individual, including declaring them ineligible either indefinitely or for a stated period of time to be awarded, if it at any time determines that they have, directly or through an agent engaged in corrupt, fraudulent, collusive or coercive practice in competing for, or executing and;

- (c) Will have the right to enquire that Contractor to permit the Employer to inspect their account and records and other documents relating to the Tender submission and contract performance.

4. Interpretation:

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Inco-terms.

- (a) Unless inconsistency with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by incoterms as specified in SCC.
- (b) The terms EXW, FOB, CIF and other similar terms, when used shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement:

The Contract constitutes the entire agreement between the Employer and the Contractor and supersedes all communication, negotiations and agreements (whether written or oral) or the parties with respect thereto made prior to the date of contract.

4.4 Amendment:

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non-waiver:

- (a) Subject to GCC sub-clause 4.5(b) below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice affect or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative or the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability:

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity

or enforceability of any other provisions and conditions and conditions of the contract.

4.7 Employer's Lien:

The Employer shall have lien on and over all or any money that may become due and payable to the contractor under those present and/or also on and over Performance Guarantee lodged under this contract which may become payable to the Contractor under the condition on that behalf herein contained for or in respect of any money of any set of all or any of these moneys or Performance Guarantee against any debit or sum that may become due and payable to the Employer by the Contractor either alone or jointly with another or other and either under this or under any other contracts or transactions of any nature whatsoever between the Employer and the Contractor.

4.8 Execution:

The Contractor/contractors shall and will in consideration of the payment to be made to him/them as hereinafter provided construct, execute and do the works described in the specifications and in the manner and upon the terms set forth in the specification and in the manner and in accordance with the drawing at the respective rates entered in the Price Schedule in accordance with such other drawings and instructions as may pursuant to the provisions hereinafter contained from time to time be pointed out, furnished and given to him/them by the Employer and/or the Engineer and under the subject to the terms, stipulations and provisions of Contract.

5. Language:

5.1 The Contract as well as all correspondence and documents relating to the contract exchanged by the Contractor and the Employer, shall be written in "ENGLISH". Supporting documents and printed literature that are part of the contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract this translation shall govern.

5.2 The contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translations, for documents provided by the Contractor.

6. Joint Venture, Consortium or Association:

6.1 If the Contractor is a joint venture, consortium or association, all of the parties shall be jointly and severally liable to the Employer for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture consortium or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Employer. Eligibility.

7. Eligibility:

7.1 A contractor or subcontractor shall be deemed to have the nationality of a country if it is a

citizen or constituted incorporated or registered and operates in conformity with the provisions of the laws of that country.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

9. Governing Law

9.1 The contract shall be governed by and interpreted in accordance with the laws of India, unless otherwise specified in the SCC.

9.2 Dock Safety

For the work carried out within dock area in the vicinity of any wharf or quay, the contractors shall abide by all the provisions of the Dock Workers (Safety, Health & Welfare) Regulations 1990.

9.3 Labour/Minimum wages

- (a) The Contractor or his sub-contractor shall not employ a young child who has not completed his fifteen year of age. He/they shall also not employ an adolescent who has not completed his eighteenth year unless he is certified fit for the work as an adult as prescribed under Clause (b) of subsection (2) of section 69 of the Factories Act.1948.
- (b) The Contractor or his sub-contractor shall also see that all the provisions set forth under the Minimum wages Act as amended from time to time are fully complied with by him/them and shall maintain necessary registers and records for payment of wages, overtime etc. made to his/their workmen as required by the Conciliation Officer (Central), Ministry of Labour, Government of India or such authorized persons appointed by Central or State Government. The contractor/contractors shall also see that the provisions regarding employment of young persons covered by the Employment of Children Act, 1938 and the Factories Act, 1948 as amended from time to time shall be fully complied with.
- (c) Notwithstanding anything herein contained the contractor shall comply with all of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Rules and Regulations made there under as amended from time to time if applicable.
- (d) The rates quoted by the contractor in the Price Schedule shall be deemed to include expenses whatsoever that the contractor may be required to incur for compliance with the provisions of the above Acts.

- (e) In pursuant of Section 21 of the above Act and Rule 25(2) (V) (A) framed thereof, the Tenderers should note that in cases where the workmen employed by them to perform the same and similar kind of work as the workmen directly employed by the Employer, the wage rate of all category of workmen shall be in accordance with the statement of the Employer's Schedule of Rates revised from time to time. The wage rates in respect of categories of workmen which are not included in the Employer's Schedule shall not be less than those specified in the Schedule of "Fair Wages".
- (f) The contractor shall make his own arrangements for the engagement of all labour.
- (g) The contractor shall also comply fully with the provisions of the payment of Wages Act, 1936.
- (h) If any enhancement in the rates of Wages becomes payable as a result of the implementation of the Chief Labour Commissioner's interpretation of the Contract Labour (Regulation and Abolitions) Central Rules 1971 including an increase of the Wages, the same shall be borne by the contractor/contractors. The contractor shall be responsible for the observance by his sub-contractors, of the foregoing provisions/precautions.
- (i) The Contractor shall make necessary arrangements for the representative of the Employer and/or his representative to witness the payment made by the Contractor to his labourers. The contractor shall also submit periodical returns of labour employed by him and wages paid, to the Employer's representative.

9.4 Fair wages:

- (a) The contractor shall pay the labours engaged by him on the work not less than fair wages which expression shall mean whether for time or piece work the respective rates of wages as fixed by the Central Public Works Department as Fair Wages payable to the different categories of labourers. However, subject to the other provisions of any other law for the time being in force in the country, the minimum rates of wages for any person/persons below 18 years of age and for disabled persons are 70% respectively of the rates payable to adult workers of the appropriate category.
- (b) The Contractor shall notwithstanding the provision of any contract to the contrary cause to be paid in fair wages to the labourers directly engaged on the works including any labour engaged by the subcontractor in connection with the said work, as if the labourer had been immediately employed by him.
- (c) Display of notices regarding wages etc.,

The Contractor shall before he commences his work of contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition at conspicuous places on the work site, notices in English and in the local Indian language spoken by the majority of the workers stating therein the rates of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy

of such notices to the Employer.

(d) Wages book and wage slips. The contractor shall maintain:

X) A wage book of each worker in such forms as may be convenient but the same shall include the following particulars:-

- i) Rate of daily or monthly wages,
- ii) Nature of work on which employed,
- iii) Total No. of days worked during each wage period.
- iv) Total amount payable for the work during each wage period.
- v) All deductions made from the wages with an indication in each case of the ground for which the deductions are made.
- vi) Wages actually paid for each wages period.

Y) A wage slip for each worker employed on work provided that the Employer may grant exemption from the maintenance of the wage slip, if in his opinion not more than 19 persons are likely to be employed directly or indirectly on the work but in any case he will have to maintain wage books as specified in Clause.

(e) Preservation of books and slips

The wage book and the wage slips shall be preserved for a period of not less than 12 months after the date of last entry made in it.

(f) Inspection of books and slips

The contractor shall allow inspection of the aforesaid wage books and wage slips to any of his workers or to an agent at a convenient time and place after due notice is received to the Employer or any other person authorized by him on his behalf.

(g) Powers of the Employer to make investigation/enquiries.

The Employer or any other persons authorized by him on his behalf shall have powers to make enquiries with a view to ascertaining the enforcement due and proper observance of the "Fair Wages Clause". He shall also have the power to investigate into any complaint regarding any default made by the contractor or subcontractor in regard to such provision.

The Employer shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- payment of aforesaid fair wages, except on account of any deductions that may be permissible under any law for the time being in force.

(h) **Representation of parties**

(a) A worker shall be entitled to be represented in any investigation or enquiry under this clause by:

- (i) An officer of registered trade Unions of which he is a member.

- (ii) Any officer of Federation of Trade Union to the Trade union referred to in the previous sub-clause is affiliated.
- (iii) Where the worker is not a member of any Registered Trade Union, or of any approved trade union by an officer of a registered trade union connected with industry in which the worker is employed.
- (b) An Employer shall be entitled to be represented in any investigation or enquiry under these regulations by an officer of an Association of Employer of which he is a member.
- (c) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

9.5 Workmen compensation

The contractor shall indemnify the Employer in the event of the Board being held liable to pay compensation for injury to any of the contractor's servants or workmen under the Indian Workmen's Compensation Act 1923 as amended from time to time and shall take out an insurance Policy covering all risks under the Act and shall keep the same renewed from time to time as necessary for the duration of the contract and produce the same to the Employer on demand whenever so required.

10 Settlement of Disputes

- 10.1 The Employer and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with Contract.
- 10.2 If, after twenty eight (28) days the parties have failed to resolve their disputes or differences by such mutual consultation, then either the Employer or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceeding shall be conducted in accordance with the rules procedure specified in the SCC.
- 10.3 Notwithstanding any reference to arbitration herein.
 - (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) The Employer shall pay the Contractor any amount due the contractor.

11 Scope of Supply

- 11.1 The goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

12 Delivery and Documents

- 12.1 Subject to GCC sub-clause 32.1 the Delivery of the Goods and Completion of Related Services shall be in accordance with the Delivery and Completion schedule specified in the schedule of Requirements. The details of shipping and other documents to be furnished by the Contractor are specified in the SCC to the address specified in accordance with GCC clause 8.1. The Goods and related services shall be delivered to the Project site in accordance with ITT clause 14.6.

13. Contractor's Responsibilities.

- 13.1 The contractor shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule as per GCC Clause 12.

- 13.2 Phasing of work:

The contractor will be required to furnish a phased programme of the work as to how he intends to complete the work to the Employer immediately on receipt of the work order and to proceed with the preliminary preparations. The contractor shall indicate separate definite times for completion of various parts of the work. He will be required to adhere to such programme so as to complete the entire work within the stipulated completion period. Within fifteen days from the receipt of acceptance of offer letter, the successful tenderer/contractor shall submit a detailed computerized squared network chart (PERT/CPM Chart) with month wise milestone indicating clearly the physical and financial progress of the work free of cost to the Employer. The Employer will monitor the progress of work in accordance with the chart so submitted. Should there be any sort of delay attributed to any reason whether on part of the Employer or on the Contractor, the Contractor shall make available a revised squared Network Chart PERT/CPM with original actual scheduled dates and fresh revised dates separately for each milestone as and when requested by the Employer, free of cost. This arrangement will continue till the deliveries, erection and commissioning are enacted and the contract work completed. The PERT/CPM chart should be computerized and easily reproducible/modified. The soft copy of the PERT/CPM network should also be made available to the Employer free of cost along with the prints of the chart.

14. Contract Price.

- 14.1 Prices charged by the Contractor for the Goods supplied and the Related Services performed under the Contract shall not vary from the price quoted by the Contractor in its Tender, with the exception of any price adjustments authorized in the SCC.

- 14.2 Variation in the rates of other materials and labour will not be entertained.

15. Terms of Payment

- 15.1** The Contract Price shall be paid as specified in the SCC.
- 15.2** The contractor's request for payment shall be made to the Employer in writing, accompanied by invoices describing, as appropriate, the goods delivered and Related Services performed and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.
- 15.3** Payment shall be made promptly by the Employer, but in no case later than Twenty Eight (28) days after submission of an invoice and other relevant documents/certificates and on request for payment by the contractor and after the Employer has accepted it.
- 15.4** The currencies in which payments shall be made to the Contractor under this Contract shall be those in which the Tender price is expressed. The Tenderer shall indicate in the Tender any foreign exchange commitment involved in his offer. Any cost towards transfer of contractual payment to be made by Deendayal Port Authority to the Contractor will be borne by the Contractor.
- 15.5** The contractor shall note that no interest be payable by the Employer on Retention Money or for any Delayed Payments unless otherwise stipulated in SCC.
- 15.6** According to the provisions of the income Tax Act, as amended by Section 28 of Finance bill, 1972, an amount equal to 2% of the sum payable and surcharge 10% thereon or any rate as applicable as per tax laws as on the date of payment, under the contract will be deducted from each bill as Income Tax on income comprised therein or at the time of payment thereon in cash or by issue of cheque or demand draft or by any other mode, whichever is earlier. For the purpose of this deduction gross amount of the bill after deduction only amount of rebate for prompt payment, if any, will be taken into account. The amount on which the tax is to be deducted will be rounded off to the nearest multiple of ten rupees and any paise included in the amount will be ignored and if the last figure in the amount is less than five rupees it will be reduced to next lower amount which will be multiple of ten. But if the last figure in the amount is five rupees or more the amount will be multiple of ten. The amount of tax will be rounded off to the nearest rupees and fifty paise will be ignored. Any stipulation by the tenderer that income tax so deductible from the bill should be borne by the Employer will result in the summary rejection of his tender.
- 15.7** (i) Further an amount equal to 2% of the income tax and surcharge thereon will be deducted towards education cess from each bill. These percentages towards TDS are subjected to change as per the Policies of Government India. The actual percentage shall be used at the time of payment of contractor's bill. However, for the foreign bidders the deduction of taxes will be as per the relevant laws of India including DTAA.
- (ii) The bidder has to quote the liability of VAT, Service Tax etc. separately and the same will be paid/reimbursed by KPT as per rates prevailing on the date of opening of tender as quoted in their offer. Any subsequent increase in the tax rate or introduction of new tax, will be paid by KPT. Similarly, any benefit arising due to downward/revision in the tax, rates or any exception availed in the taxes by the bidder due to introduction of GST, shall be passed on to KPT. The bidder may quote the rates on online system in BOQ including all taxes, duties, rates, charges etc. but excluding service tax. However, the bidder shall indicate separately on their letter pad, various rate of taxes considered on relevant element of cost presently

applicable in their offer in detail so as to evaluate increase/ decrease of such taxes on implementation of GST in India. Scanned copy of document for the same is required to be provided in Stage-III (Commercial bid).”

- 15.8** No payment of any bills or any advance will be made till the stamped Acceptance Letter/the Contract Agreement is executed and the PERT/CPM chart indicating various activities, events, months wise milestones, scheduled contractual completion periods for each activity is furnished.
- 15.9** If applicable, The Gujarat Value added Tax, TDS shall be deducted @ 0.60% or 2% as per applicability of contract on the total gross work order amount of Rs.1 (One) Crore or above. No Labour Charges or other charges can be deducted from the contract bills and TDS is to be deducted on the gross contract bill amount. Due to increase /excess of amount arises subsequently and total amount becomes more than Rs.1 Crore than the VAT shall be deducted on the entire total amount of works TDS shall be recovered on full amount.

16. Taxes and Duties.

- 16.1** For goods manufactured outside India, the contractor shall be entirely responsible for all taxes, stamp duties license fees and other such levies imposed outside India.
- 16.2** For goods Manufactured within India, the Contractor shall be entirely responsible for all taxes, duties, license, fees etc., incurred until delivery of the contracted Goods to the Employer at project site.
- 16.3** If any tax exemptions, reductions, allowances or privileges may be available to the Contractor in India, the Employer shall use its best effort to enable the contractor to benefit from any such tax savings to the maximum allowable extent but not mandatory on the part of Employer and as specified in SCC. If any tax exemptions, reductions, allowances or privileges may be available to the Contractor in India, the Employer shall have a claim on such exemptions. The Contractor shall quote his price by considering all such exemptions.
- 16.4** The final rates required to be quoted by the Tenderer against each item should include Excise Duty, Central Sales Tax, Value Added Tax Octroi, Customs Duty or any other such Duty or tax which is payable by the Tenderer. Value Added Tax and General Taxes shall be shown separately in the column spaces provided. In case of Tenderer who do not show the amount of Value Added Tax and General Tax separately as required under the Tender it will be the liability of the Tenderer to pay the tax or amount which may become payable due to this Contract unless stipulated otherwise. This amount shall be recovered from the Contractor and if they fail to pay the same the Employer shall have the right to recover the same from the Contractor's bill and/or deposit.
- 16.5** **Service Tax:** Rate to be quoted excluding service tax. However, service tax element shall not be considered for evaluation of bid price. Service provider is liable to pay service tax and service receiver is not under any obligation to collect documentary evidence from the service provider regarding payment of service tax. Service provider shall be held liable for any monetary or non-monetary consequences on account of non-remittance of service tax to central government. The port shall make payment for invoice value as per admissibility to

service provider within 3 (Three) months from the date of invoice.

17. Performance Guarantee.

- 17.1** As specified in the SCC, the Contractor shall within twenty eight (28) days of the notification of contract award, provide a Performance Guarantee for the performance of the Contract in the amount specified in the SCC.
- 17.2** The proceeds of the Performance Guarantee shall be payable to the Employer as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 17.3** As specified in the SCC, the Performance Guarantee if required, shall be denominated in the Currency(ies) of the Contract, or in a freely convertible currency acceptable to the Employer and shall be in one of the format stipulated by the Employer; in the SCC or in another format acceptable to the Employer.
- 17.4** The Performance Security shall be discharged by the Employer and returned to the contractor not later than Fourteen (14) days following the date of Completion of the Contractor's Performance obligations under the Contract, including any guarantee obligations, unless specified otherwise in the SCC.

18. Copyright.

- 18.1** The copyright in all drawings, documents, and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor, or, if they are furnished to the Employer directly or through the Contractor by any third party, including Contractors of materials, the copyright in such material shall remain vested in such third party.

19. Confidential Information

- 19.1** The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to during or following completion or termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor such documents, data, and other information it receives from the Employer to the extent required for the Subcontractor to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Contractor under GCC Clause 19.
- 19.2** The Employer shall not use such documents data and other information received from the Contractor for any purpose unrelated to the contract. Similarly, the Contractor shall not use such documents, data, and other information received from the Employer for any purpose other than the performance of the Contract.
- 19.3** The obligation of a party under GCC Sub-Clause 19.1 and 19.2 above, however, shall not apply

to information that:

- (a) Now or hereafter enters the public domain through no fault of that party;
- (b) Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly from the other party ; or
- (c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality

19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.5 The provision of GCC Clause 19 shall survive completion or termination, for whatever reason, of the contract.

20. Subcontracting

20.1 The Contractor shall notify the Employer in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later shall not relieve the Contractor from any of its obligation, duties, responsibilities or liabilities under the Contract.

20.2 Subcontracts shall comply with the provisions of GCC Clauses 3, 7 and 19.

21. Specifications and Standards

21.1 Technical Specifications and Drawings

- (a) Technical specifications and Drawings. The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirement and when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standard whose application is appropriate to the Goods country of origin.
- (b) The contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other documents or any modification thereof provided or designed by or on behalf of the Employer, by giving a notice of such disclaimer to the Employer.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Employer and shall be treated in accordance with GCC Clause 32.

- 21.2** In case the contractor fail to Supply the said materials as herein provided or in case he/they shall fail to replace any parts of any material that may be rejected as herein provided with other of approved quantity within two weeks from the date of such rejection, the Engineer shall be at liberty forthwith to procure and obtain the same in the open market and the cost thereof and all expenses thereby incurred shall be charged to the Contractor or the Engineer may fix such other subsequent date or dates as he may think fit by which the delivery of the said material shall be completed. If the rejected materials be not forthwith removed, the Engineer shall be at liberty to charge ground rent for such time as the material shall lie on the site to lift the materials and keep a watchmen at night or remove the material to less inconvenient site (charging rent for new site) and all expenses thereby incurred in connection with the rejected materials shall be charged to the contractors.

Explanation: the work "all expenses thereby incurred" shall include minimum charge of seven and a half (7 ½) percent in all cases of default which may be raised to a maximum of 15% in special cases at the discretion of the Engineer.

- 21.3** If during the progress of the work, the Employer and/or the Engineer shall decide and notify in writing to the Contractor that Contractor has executed any unsound or imperfect work, or has supplied anything inferior in quality to that specified, the deficiencies shall at his own expenses, within seven days of his receiving the notice or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such work or supply fresh materials up to the standard of the specifications.
- 21.4** The specifications and drawings are to be considered as explanatory to each other and should any thing appear in the one that is not described in the other no advantage shall be taken of any such omission. Should any discrepancies or inconsistencies, however, appear or should any misunderstanding arise as to the meaning and import of these specifications or drawings or as to the dimensions or the quality of the materials or due to proper execution of the work as to the measurements or quality and valuation of the works executed under this contract or as extras thereupon the same shall be explained by the Employer and/or his representative whose explanation shall be final and binding upon the Contractor/Contractors who shall execute the work according to such explanations and also to liaise with the inspecting agency at the manufacturing site and point of delivery site and without extra charge or deduction to or from the price specified in price schedule and shall also do all such works and things as may be necessary for the proper completion of works as implied by the specifications and drawings even though such works and things are not specifically shown and described therein. The Tenderer should visit the site and make themselves thoroughly acquainted with the nature and requirement of work before finalizing the design and detailed Engineering.

22. Packing and Documents.

- 22.1** The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitations, rough handling and exposure to extreme temperature, salt and precipitation, and open storage. Packing case size and weight shall take into consideration, where appropriate, the remoteness of the goods final destination and the absence of heavy handling facilities at all points in transit.

- 22.2** The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, If any, specified in the SCC, and in any other instructions ordered by the Employer.
- 22.3** All works required by the Employer and/or the Engineer to be packed or protected for transportation to India, shall be securely placed and protected by the contractor, packing cases shall be of a size convenient for shipment and cases containing easily damageable article shall be bind as specified. The contractor will be held responsible for the inefficiency of the packing and protections.
- (a) The cases, crates and packages shall be permanently branded, not painted with the shipping marks. The markings shall be carried out with a view to the mark remaining un-obliterated when the consignment reaches destination but as a further precaution, a reproduction, of the shipping marks shall be placed inside each case, crate and packages.
 - (b) Packages or bundles which cannot be permanently branded shall have metal label, with the above particulars stamped or attached to them by strong wire.

23. Insurance

- 23.1** Unless otherwise specified in the SCC, the goods supplied under the contract shall be insured fully against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable incoterms or in the manner specified in the SCC.
- 23.2** The contractor shall insure with the General Insurance Corporation of India or any other Insurance Company approved by IRDA or its branches in appropriate foreign currency, if any, subject to the conditions that the premium will be payable to the Corporation in Rupees, such materials, tools, plants and things ordered from the work till they are delivered at site and then those for the works may for the time being on site and shall keep them insured in his own name and that of the Employer against destruction or damage by accident, fire, flood and tempests for the full value of such materials, plants, and things until the same to be taken over by the Employer under GCC Clause 25 and he shall from time to time, when so, required by the Employer produce the policy and receipt for the premium. All money received under any such policies shall be applied in or towards the reconstruction or preparation of the materials, plant and things destroyed or damaged, but this provision shall not affect the contractor's liabilities under contract.

24. Transportation

- 24.1** Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 24.2** All the material to be imported shall be shipped in Indian ships only; if this involves undue delay then foreign ships may be used with prior consent of the Employer.

25. Inspections, Tests, Taking over and Commissioning.

- 25.1** The contractor shall, on its own expenses and at no cost to the Employer carry out all such tests and /or inspections of the Goods and Related services as are specified in the SCC.
- 25.2** The inspection and tests may be conducted on the premises of the Contractor or its Subcontractor, at point of delivery, and/or at the Goods final destination, or in another place in India as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Contractor or its subcontractor all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the Employer.
- 25.3** The Employer or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub Clause 25.2, provided that the Employer bear all of its own costs and expenses incurred in connection with such attendance including, but not limited, to all traveling and board and lodging expenses or otherwise specified in SCC.
- 25.4** Whenever the Contractor is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Employer. The contractor shall obtain from any relevant third party or Manufacturer any necessary permission or consent to enable the Employer or its designated representative to attend the test and/or inspection.
- 25.5** The Employer may require the Contractor to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Contractor's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and /or the Contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected unless otherwise specified in SCC.
- 25.6** The Contractor shall provide the Employer with a report of the results of any such test and/or inspection.
- 25.7** The Employer may reject any goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The contractor shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Employer and shall repeat the test and/or inspection, at no cost to the Employer upon giving a notice pursuant to GCC sub-clause 25.4.
- 25.8** The Contractor agrees that neither the execution of a test and/or inspection of the goods or any part thereof nor the attendance by the Employer or its representative, nor the issue of any report pursuant to GCC sub-clause 25.6 shall release the Contractor from any warranties or other obligations under the Contract.
- 25.9** The Contractor /Contractors shall furnish at his/their own cost electrical instruments, tools, measuring tapes and other implements and labour required for the proper setting out of

the work and shall set out and be entirely responsible for such setting out. He / They may have obtained the lines and lay outs from the Employer or his representatives and shall at once alter or amend any mistake or deficiencies in such setting out being ordered to do so by the Employer and / or his representatives. The contractor / contractors shall provide all men, materials, appliances and things which the Employer or his representative may require for measuring or inspecting the work.

- 25.10** The supply, delivery and installation of the items at site shall be deemed to have been accepted by the Employer when the same shall have been stored and erected on site and the employer shall have certified in writing that it has fulfilled the contract conditions and such certificates shall not be unreasonably withheld, or shall the Employer delay the issuing of such certificates on account of minor omissions, or defects, which do not affect the commercial use, without any serious risk, of the supplies, provided always that the contractor undertake to make the good such omissions and defects at the earliest possible moment.
- 25.11** In the event of the equipment put into commercial use before the actual completion of work as per the Contract, the Contractor shall be eligible for substantial completion. However, a pre-defined period (say 2 months) shall be granted to the contractor to complete the balance minor works as per the list of pending works as on the date of substantial completion. If the contractor completes all the works within the predefined period, the date of taking over shall be the date of substantial completion. Otherwise date of taking over shall be date of completion of all works.
- 25.12** All materials, plant and other things, the supply of which form the part of the Contract work shall on delivery at project site become the property of the Employer. All the contractor's materials, brought to and delivered at site for use of the contract works, shall from time of their being so brought, vest in and be the property of Employer and shall be used solely for the purpose of the works and shall not on any account be removed or taken away by the contractor or any other person without the express permission in writing of the Engineer but the Contractor shall nevertheless be solely liable or responsible for the loss or destruction thereof or damage which may be caused thereto during the continuance of this contract. Upon the completion of the contract the property, if any surplus of such materials, shall revert to the contractors or unless they shall be due owing to or accruing or to accrue to the Employer from the Contractors any money under, or in respect of or by reason of the Contract in which case the Employer shall be at liberty to sell and dispose of such surplus materials as they shall think fit and to apply the proceeds in or towards the satisfaction of such money or moneys so due owing to or accruing or to accrue to them as aforesaid.
- 25.13** The Goods, whether installed or not, shall immediately, in consideration of payment of the first installment of the Contract Price to the Contractor by the Employer; provided always that the Contractor shall have a particular possessory lien on the Goods, to the extent the value thereof exceeds the total value of the Installment Payments made by the Employer to the Contractor.
- 25.14** Notwithstanding the above provision., the Contractor shall be responsible for all damages to and loss of all aforesaid items furnished by the Contractor and any item furnished to the Contractor by the Employer to enable the Contractor to complete the Installation and for all temporary structures facilities and for all parts of the Installation completed or in

progress until the certificate of final taking over has been issued in accordance with the GCC clause 25.10 and 25.11.

- 25.15** If the Contractor neglects to make the tests on completion within the time stipulated by the contractor, the Employer shall nevertheless have the right of using the installations at the Contractor's risk until the 'tests on completion' are successfully carried out.
- 25.16** All the Contract work until taken over by the Employer in accordance with the GCC clause no.25.10 and 25.11 shall stand at the risk of the Contractor who shall be responsible for and make good at his own cost all loss or damage caused by or due to fire, weather or any other cause whatsoever and the contractor shall hand over the contract work complete in every respect at the termination of the agreement.
- 25.17** Until the work shall be or be deemed to be taken over as provided in respective Clause, Employer in respect of all injury to any person or damage to any property of the Employer or of other occasioned by the negligence or default of the Contractor or his employees, or Subcontractor or of the Employer's employees, if any, working under the Contractor's supervision by defective design or work by the non-compliance by the contractor with the terms of this contract.
- 25.18** The contractor shall indemnify and save harmless the Employer against all actions, suits, demands, claims, costs or expenses arising in connection with injuries suffered by persons employed by the Contractor or his sub-contractor's on the work including the Employer's employees, if any, working under the contractor's supervision. The contractor shall during the progress of contract work insure himself and Employer and keep himself and them insured with the Life Insurance Corporation of India or any other insurance company under IRDA or their branches against all liabilities in respect of such injuries to persons Employed as aforesaid and shall at all times when required by the Employer produce the policy for such insurance and the receipt for the last premium payable in respect thereof provided that his obligation to insure shall not apply if the Employer has made other proper and adequate provisions to meet all such liability.
- 25.19** In the event of any claim being made or action brought against the Employer including the Contractor and arising out of the matters referred to and in respect of which the contractor is liable under this clause, the Contractor shall be promptly notified thereof and he shall with the assistance if he so requires of the Employer but at the sole expense of the Contractor conduct all negotiations for the settlement of the same or any litigation that may arise there from. In such case the Employer shall at the expense of the contractor afford all available assistance for any such purpose.
- 25.20** All the works shall be carried out under direction and to the satisfaction of the Employer and/or his Representative but the Contractor shall be responsible for the correctness of the work according to the drawing, excepting such work as have been carried out by the Engineer and/or his representative.
- 25.21** On completion of the work and before handing over the Boat to DPA, Contractor has to supply six sets of completion drawings, assembled drawings of various components, technical literature, maintenance manuals, spare parts catalogue etc., along with soft copy of the same in form of C.D.
- 26. Liquidated Damages/Late Delivery charges.**

- 26.1** Except as provided under GCC Clause 31 and 33, if the Contractor fails to deliver any or all of the Goods by the date(s) of delivery or perform the Related Services within the period specified in the Contract, the Employer may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Employer may terminate the Contract pursuant to GCC Clause 34. Contract price shall be inclusive of price plus all taxes and duties payable for computing Liquidated Damages.

27. Guarantee

- 27.1** The contractor shall give guarantee that all the Goods are new, unused and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract.
- 27.2** Subject to GCC sub-clause 21.1 (b), the Contractor further gives the guarantee that the goods shall be free from defects arising from any act or omission of the Contractor or arising from design, materials and workmanship under normal use in the conditions prevailing in INDIA.
- 27.3** Unless otherwise specified in the SCC, the guarantee shall remain valid for twenty four (24) months after the goods or any portion thereof as the case may be, have been taken over at the project site.
- 27.4** The Employer shall give notice to the Contractor stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect such defects.
- 27.5** Upon receipt of such notice, the Contractor shall within the period specified in the SCC, expeditiously repair or replace the defective goods or parts thereof, at no cost to the Employer.
- 27.6** If having been notified, the Contractor fails to remedy the defects within the period specified in the SCC, the Employer may proceed to take within a reasonable period such remedial action as may be necessary at the Contractor's risk and expenses and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.
- 27.7** The guarantee period will be effective for a period of twenty four (24) months and it will be in force from the date of final acceptance of the items of work completed under the Contract by the Employer, and the Contractor shall be responsible for any defects that may develop under proper use arising from faulty materials, designs, workmanship in the work but not otherwise and shall at his own cost remedy such defects when called upon to do so by the Engineer who shall state in writing in what respect any portion is faulty.

If it becomes necessary for the Contractor to replace or renew any defective portions of the Supply of the items under this clause, the provisions of this clause shall apply to the

portions of the Supply so replaced or renewed until the expiry of six months from the date of such replacement or renewal or until the above mentioned period of 24 months, whichever may be later. If any defects are not remedied within a reasonable time, the Employer may proceed to do the work at the Contractors risk and expenses but without prejudice to any other rights which the Employer may have against the contractor in respect of such defects.

If the replacement or renewal are of such a character as may affect the efficiency of the item Supplied, the Employer and/or the Engineer shall have the right to give to the Contractor within one month of such replacement or renewal notice in writing the 'Test on Completion' be made in which case test shall be carried out as provided in accordance with GCC Clause 25.15 thereof. Should such guarantee not be sustained the cost of the test shall be borne by the Contractor. All inspection, adjustments, replacement or renewal carried out by the Contractor during the period referred to in this clause shall be subject to the conditions of this Contract which shall be binding on the Contractor in all respects during the guarantee and the additional guarantee period.

The Guarantee period also includes the breakdown maintenance & preventive maintenance to be carried out by the contractor as per the schedule of maintenance of the manufacturer, which is inclusive of spare parts & consumable required for maintenance at his cost.

27.8 The Scope of AMC is as defined in Scope of Work.

28. Patent Indemnity.

28.1 The Contractor shall, subject to the Employer's compliance with GCC Sub-clause 28.2 indemnify and hold harmless the Employer and its Employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses which the Employer may suffer as a result of any infringement or alleged infringement of any patent utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Contractor or the use of the Goods in the Country where the site is located; and
- (b) the sale in any Country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Contractor, pursuant to the Contract.

28.2 If any proceedings are brought or any claim is made against the Employer arising out of the matter referred to in GCC sub-clause 28.1, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expenses and in the Employer's name

conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.3 If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceeding or claim, then the Employer shall be free to conduct the same on its own behalf.

28.4 The Employer shall at the Contractor's request afford all available assistance to the Contractor in conducting such proceeding or claim and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

29. Limitation of Liability.

29.1 Except in cases of criminal negligence or willful misconduct.

(a) the Contractor shall not be liable to the Employer whether in Contract, transport or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and,

(b) the aggregate liability of the Contractor to the Employer whether under the Contract, in Port or otherwise shall not exceed the total Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

30. Change in Laws and Regulations.

30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Tender submission in accordance with ITT clause 24, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of India where the site is located (which shall be deemed to include any change in interpretation or application by the competent Authorities) that subsequently affects the Delivery date and/or the Contract Price, then such Delivery date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding, the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC clause 14.

31. Force Majeure.

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

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

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

32. Change orders and Contract Amendments

32.1 The Employer may at any time, order the Contractor through notice in accordance GCC clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, design or specification, where Goods to be furnished under the Contract are to be specifically Manufactured for the Employer.
- (b) the method of shipment or packing.
- (c) the place of delivery; and the related services to be provided by the Contractor.

32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor's performance of any provision under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within twenty-eight (28) days from the date of the Contractor's receipt of the Employer change order.

32.3 Prices to be charged by the Contractor for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Contractor for similar services.

32.4 Subject to the above, no variation in or modification of terms of the Contract shall be made except by written amendment signed by the parties.

- (a) No extra shall be allowed for unless ordered as such in writing by the EMPLOYER and such extras will be paid for at rates No extras shall be allowed for unless ordered as such and prices to be agreed upon mutually and upon the certification by the Employer or his representative.
- (b) Any extra expenses in addition to the amount specified in the Price Schedule which may be incurred by the Employer in the performance of the work required owing to the neglect or omission on the part of the Contractor/Contractors his/their workmen in any of the cases mentioned in this Contract shall be deducted from any sums due

of which may therefore, become due to the Contractor/Contractor's by the Employer or he/they may be called upon to pay the amount of such extra expenses to such person or persons as the Employer may appoint to receive the same and in the event of the Contractor/Contractor's failing to make such payment the said amount shall be recoverable from him/them in such manner as the Employer may determine.

- 32.5** The quantities indicated in the Price Schedule are estimated only and are liable to be altered or omitted to the extent in accordance with ITT clause 41.1 and GCC 32.1. The work shall be measured up to the end of each mile stone by the Employer along with the contractor/contractor's or any other person or persons appointed on his/their behalf (TPI), such person/persons not being in the service of the Employer. Should the contractor/contractors or any appointed agent on his/their behalf fails/fail to attend on the day or days, fixed by the Employer (of which three day's notice shall be given) for taking measurement the same shall always be confirmed to actual work and for that alone shall be contractor/contractors be allowed to claim. The several works shall be measured by a standard measure without reference to any local custom that may obtain excepting the contrary may be directed in the specifications.

33. Extensions of Time

- 33.1** If at any time during performance of the Contract, the Contractor or its Subcontractors should encounter conditions impeding timely delivery of the goods or completion of Related Services pursuant to GCC Clause 12, the Contractor shall promptly notify the Employer in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractors notice the Employer shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 33.2** Except in case of Force Majeure, as provided under GCC clause 31, a delay by the Contractor in the performance of its Delivery and Completion obligation shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC clause 26, unless an extension of time is agreed upon, pursuant to GCC sub-clause 33.1

34. Termination

- (a) The Employer, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate the Contract in whole or in part:
- (i) if the Contractor fails to deliver any or all of the goods within the period specified in the Contract, or within any extension thereof granted by the Employer pursuant to GCC Clause 33,
 - (ii) if the Contractor fails to perform any other obligation under the Contract; or
 - (iii) if the Contractor, in the judgment of the Employer has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Employer may procure, upon such terms and in such manner

as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Contractor shall be liable to the Employer for any addition costs for such similar Goods or Related Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency

- (a) The Employer may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Employer.

34.3 Termination for Convenience.

- (a) The Employer by notice sent to the Contractor, may terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for Employer's convenience, the extent to which performance of the Contractor under the Contract is terminated and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Contractor's receipt of notice of termination shall be accepted by the Employer at the Contract terms and prices. For the remaining Goods, the Employer may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Contractor.

34.4 Liquidation and Re-entry:

In the event of the Contractor/Contractors going into liquidation or passing an effective resolution for winding up or upon the Contractor/Contractors making an arrangement with or assigning in favour of his/their creditors or upon his/their assigning this Contract or upon execution being levied on the Contractor/Contractors goods or upon the EMPLOYER certifying under his hand and in his opinion the Contractor/Contractors has/have Abandoned the contract or;

- (i) Suspended the progress of the work for seven days after receiving from the Employer's written notice to proceed without any lawful excuse under conditions, or
- (ii) Failed to make proper progress with the work for seven days after receiving from the Employer's written notice to employ more men, or
- (iii) Failed to remove materials from site or pull down the rebuild work for seven days

after receiving from the Employer's written notice that the said materials or works are condemned and rejected by the Employer under GCC clause 34, of these condition, or

- (iv) Failed to give the Employer proper facilities for inspecting the work or any part of them for three days after receiving from the Employer, written notice demanding the same, or Failed to submit any work or materials to proper test for three days after receiving written notice from the Employer requiring the same, or
- (v) Failed to complete all or any part of the work by the time or extended time for completion, or
- (vi) Failed to complete all or any part of the work by the time or extended time for completion.

Then the Employer may enter upon the site and works and expel the contractor/contractors there from and may themselves use the material and plant upon the premises for the completion of the work and employ any other contractor/contractors to complete or may themselves complete the work, upon such entry the contract shall be determined save the rights and power conferred upon the Employer hereby. The Employer's certificate under this clause shall be conclusive proof as between the contractor/contractors and Employer of the statement contained in it.

35. Assignment

- 35.1** Neither the Employer nor the Contractor shall assign, in whole or in part, their obligations under this Contract except with prior consent of the other party.

36. Export Restriction

- 36.1** Notwithstanding any obligation under the Contract to complete all export formalities, any export restriction attributed to the Employer, to the Country of the Employer, or to the use of the products/goods, systems or services to be supplied which arise from trade regulations from a Country supplying those products/goods, systems or services and which substantially impede the Contractor from meeting its obligations under the Contract, shall release the Contractor from the obligation to provide deliveries or services, always provided, however, that the Contractor can demonstrate to the satisfaction of the Employer that it has completed all formalities in a timely manner, including applying for permits, authorization and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the contract on this basis shall be for the Employer's convenience pursuant to sub-clause 34.3.

37. Site activities

- 37.1** The Contractor/contractor's shall give the customs, state government, municipal, petroleum road, railway, and all other authorities all notices etc., that may be required by law and obtain all requisite licenses for temporary obstruction, transportation, loading and unloading activities, enclosures and for any other purposes whatsoever and pay all fees, taxes, duties and charges which may be leviable on account of his/their own operations in

executing the contract. He/they shall make good any damage to adjoining property whether public or private and apply and maintain any flags, horns, sirens, light etc., in whatever manner required in day/or at night or for the purposes of warning/indication of work in progress or of imminent danger etc. He shall be allowed rent free the use of such grounds as is available on the site of works as in the opinion of the Employer may be absolutely necessary and on the completion of work or termination of this contract he shall vacate the premises and remove all surplus material.

- 37.2** The Employer shall indicate the storage space at site, for storing the material but the contractor shall satisfy himself as to the suitability of such sites and protection and such provision shall not release the contractor from liability to make good any loss or damage which may hamper such work until the same shall have been taken over.
- 37.3** Suitable access and possession of the site will be afforded to the Contractor by the Employer in reasonable time. In the execution of the work, no person other than the Contractor or his duly appointed representatives, sub-contractor and workmen will be allowed to do work at site except by the special permission in writing of the Employer and/or his representative.
- 37.4** The Contractor shall comply with all precautions as per International labour organization (I.L.O) Convention (No.62) as far as they are applicable to this contract.
- 37.5** The Contractor/Contractor's shall on completion of the work when directed by the Employer remove all plants, tools, materials, and rubbish which may have been used or may have accumulated during the progress of the work, other than those permanently taken into the works of all such rubbish or surplus materials or plants which the Employer may require the Contractor/Contractors to remove by the Contractor or his Sub-Contractors, within twenty four (24) hours after receipt of written notice from the Employer requiring him/them to remove the same and in default of compliance with such notice the Employer may forthwith remove all such rubbish or surplus materials or plant at the risk and cost of the Contractor/Contractor's.
- 37.6** The Contractor will be allowed to tap/use electric power to the extent of as specified in SCC, if electric Supply from the Employer's network is available at work site, subject to the contractor's complying with the rules and regulations of temporary load and safety precaution laid down by the Employer from time to time. Use of power is restricted to single phase for electrical drilling machine, temporary lighting and testing of the lighting installation etc. For any other requirements, the contractor shall request the Employer. The requirement of power for the erection, commissioning and other related works, shall be provided free of cost by KPT without any limit.
- 37.7** No work shall be carried out between sunset and 06.00 a.m and on Sunday or Employer's holidays except with the previous sanction in writing from the Employer, granting to which will be entirely at his discretion and cannot be claimed by the contractor/contractors as matter of right and the refusal to grant such permission will not be accepted as a ground of excuse for not completing the work within the period hereinafter mentioned.
- 37.8** Living accommodation may be made available for the Contractor's staff and labour on the request on chargeable basis subject to availability. The Contractor/Contractor's shall at

his/their own expense provide the necessary transport to and from the site of the work and accommodation for his/their employees, the intention being that the sum named in the tender shall be inclusive of all expenses whatsoever in connection with the Contractor/Contractor's staff and labour force.

37.9 Notwithstanding that all reasonable and proper precautions may have been taken by the Contractor/Contractors at all times during the progress of the work, the Contractor/Contractors shall nevertheless be wholly responsible for all damages, whether to the works themselves or to any other Employer's property or to the lives or persons or property of others during the progress of the works and period of maintenance.

37.10 The Contractor/Contractor's shall at his/their own cost provide all labour and materials, haulage, stores, consumables, templates, staging, scaffolding, tarpaulins and all plants and tools whatsoever required to carry out and complete the work to the satisfaction of the Engineer in charge.

The make and brand of the materials offered wherever applicable must be clearly stated and in case of unknown make or brand proper description should be submitted even if not so specified.

The contractor must make his own arrangement for obtaining all the materials required for completing the work. The rates to be entered for the items in the Price Schedule should be inclusive of Supply, manufacture and assembly, testing, completion and delivery, storage at site, installation of new equipment and commissioning of all the works. The contractor / contractors shall make his/their own arrangements to obtain from the authorities concerned the petrol, oils, spare parts etc. required by him for the efficient and regular operation of the transport used by him/them to carry out and complete the work comprised in the contract, without delay whatsoever. The Employer will only issue a certificate if required to the contractor to enable him to request the concerned authorities, to provide all assistance within the law to him/them under this contract. The non-supply of these materials by the authorities will not be taken as an excuse for not completing the contract within the stipulated period.

37.11 The contractor shall employ at least one qualified, experienced and competent representative whose name or names shall have previously been communicated in writing to the Employer and/or his representative by the contractor to supervise the delivery, unloading and storage and carrying out the work and also to liaise with the inspecting agency at the manufacturing site and point of delivery site. The said representative shall be present at site during working hours and any written orders or instructions which the Employer and/or his representatives by the contractor to supervise the delivery, unloading and storage and carrying out the work and also to liaise with the inspecting agency at the manufacturing site and point of delivery site. The said representative shall be present at site during working hours and any written orders or instruction which the Employer and / or his representative may give to the said representative of the contractor shall be deemed to have been given to the contractor the said representative or representatives shall arrive at site on a date to be arranged by the Employer and/or his representative. Further all the correspondence pertaining to technical, financial, legal and the other matters shall be addressed to him.

37.12 Employment of Labour:

The contractor/contractor's shall employ such sufficient number of trustworthy, skillful and experienced assistants or Supervisor, Foremen, and Watchmen as may be approved by the Engineer and shall at all times employ a competent qualified and experienced Engineer and careful and skilled workmen in or about executive of the said work to the satisfaction of the Engineer or any Engineer, Supervisor, Watchmen to whom the Engineer and/or his representative shall object to on the ground of bad behavior incompetence or negligence shall be removed by the contractor/contractor's from the work within 24 hours after receipt of written order signed by the Engineer and/or his representative shall be again allowed on the work except with the written permission of the Engineer and/or his representative. The contractor/contractors shall arrange, to meet the Engineer or his Assistants on the works whenever required.

37.13 Protective Personal Gears such as Helmet, Face shield, Footwear, Gloves etc:

The contractor/contractors shall, at his/their own expenses provide footwear and gloves for all labour employed on gas cutting, welding work etc., to the satisfaction of the Employer or his representative and on his/their failure to do so, the Employer shall be entitled to providethe same and recover the cost thereof from the contractor/contractors.

Safety provision:

- i) The contractor should take necessary safety measures to carry out the job, without causing any accident, in the work premises, which will ultimately cause loss to the Employer either directly or indirectly.
- ii) The contractor should apply for written permission to the Fire Officer, KPT, to carry out the hot jobs with full details of the work, date, duration of work etc., KPT will provide fire-watch service free of cost.
- iii) All the required Safety Gear and Fire Fighting shall be made available by the contractor at the site of work for any emergency.
- iv) The permission copy should be sent to port fire and safety officer and the safety section in advance.
- v) The hot job should be started only after the concerned supervisory staff of the concerned department is satisfied with the safety arrangements made at site.

The contractor shall supply to his workmen and staff cotton arm bands of approved quality and colour for wearing them on their arms while carrying out the work. These arm bands should be of distinctive type and serially numbered and the contractor shall maintain a register of issue of arm bands and names of workmen to whom these have been issued.

Notwithstanding anything herein contained the contractor shall comply with all the provisions of the contract labour (Regulation and Abolition) Act, 1970 and Rules and Regulations made there under as amended from time to time if applicable.

The rates quoted by the contractor in the price schedule shall be deemed to include

expenses whatsoever that the contractor may be required to incur for compliance with the provision of the above Act.

In pursuance of Section 21 of the above Act and Rule 25(2)(V)(A) framed thereof, the Tenderers should note that in cases where the workmen employed by them to perform the same and similar kind of work as the workmen directly employed by this Employer, the wage rate of all category of workmen shall be in accordance with the statement of the Employer's Schedule of Rates revised from time to time. The wage rates in respect of categories of workmen which are not included in the Employer Schedule shall not be less than those specified in the Schedule of "Fair Wages". The current statement of the Schedule of Rates is annexed hereto.

The contractor shall make his own arrangement for the engagement of all labour.

The contractor shall also comply fully with the provision of the payment of wages act, 1936.

If any enhancement in the rates of wages become payable as a result of the implementation of the Chief labour commissioner's interpretation of the contract labour (Regulation and Abolitions) central Rules, 1971 including an increase of the wages, the same shall be borne by the contractor/contractor's.

The contractor shall be responsible for the observance by his sub- contractors, of the foregoing provisions / precautions.

The contractor shall make necessary arrangements for the representative of the Employer and/or his representative to witness the payment made by the Contractor to his labourers. The contractor shall also submit periodical return of labour employed by him and wages paid to the Employer's representatives.

Supply of water: the contractor shall as far as practicable having regard to local conditions, provide on the site to the satisfaction of the Engineer's representative, and adequate supply of drinking and other water for the use of the contractor's staff and workmen.

Festival and religious customs: the contractor shall in all dealings with labour in his employment, have due regard to all recognized festivals and observe days of rest as applicable to the outdoor staff of the Mechanical Engineering Department or Employer.

Epidemics: in the event of any outbreak of illness of an epidemic nature, the contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with overcoming the same.

Disorderly conduct, etc.: The contractor shall at all time take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or among his employees, officers or agents and for the preservation of peace and protection of person and property in the neighborhood of the works against the same.

Accidents: the contractor shall within twenty-four (24) hours of the occurrence of any accident at or about the site or in connection with the execution of the work, report such accidents to the Employer or his representative. The contractor shall also report such accidents to the concerned constituted authorities.

The contractor shall use water free of cost from the nearest Employer's tap or hydrant dependent on the availability as directed by the Engineers.

Every precaution shall be taken by the contractor/ contractors to prevent the breeding of mosquitoes on the works during the construction and all receptacles used for storage of water, soaking bricks, etc. must be suitably protected for this purpose or must be emptied at the close of the work every day. All water used for during concrete must contain saponified croseol in solution of not less than 1:2000 or more than 1:1000 so that the solution will have a markedly cloudy appearance and will give a reasonably strong odour.

- 37.14 The contractor/ contractors shall give notice to the Employer or the Engineer or his assistant wherever any work is to be buried in the earth or made inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial in default whereof the same shall at the opinion of the Employer or the Engineers or his assistant be either opened up for measurement at the contractor/ contractors expenses and no allowance shall be made for such work. Should any dispute or difference arise after the execution of any work as to measurement etc. which cannot be conveniently tested or checked the Employer's or the Engineers' or his Assistants notes shall be accepted as correct and be binding on the contractor/Contractors. **(Not Applicable)**

37.15 Safety of Existing Underground Services

The Contractor shall take due care and adopt such measure to ensure that the existing underground services of the Employer as well as Public Utility Bodies viz. Electric Boards/Companies, BSNL/MTNL, local municipality Gas Co., etc. are not damaged during the excavation work of cables trench, pole pits, foundation pits etc. The drawing showing the approximate route of such service will be available with the Superintendent, Electrical Construction Division of this office and shall be consulted before starting the work. Exact location of a service shall be ascertained by taking trial pits at strategic points as directed by the Employer or his representative. The work in the vicinity of such services shall be carried out to meet the specific requirements of a party to whom the service belongs. Any damage caused to a service, irrespective of the utmost precautions are taken to avoid damage shall be at the entire risk and sot of the Contractor.

38. Employer's Decision

The whole of the work under this contract shall be carried out under the direction of the Employer and his decision upon all questions relating to the details of cranes the meaning of the drawings, Specifications, Price Schedule and the methods of carrying out the work shall be final and any dispute arising under in connection with this contract or the carrying out thereof including any question as to construction and meaning of this contact or any clause therein shall be final and binding upon the contractor or his sub-contractors whether such decision shall have given by way of certificate or otherwise and whether it shall have been given during the progress of the work or after completion of the same.

39. Employment of Employer's Personnel

- 39.1 The successful tenderer shall furnish information before the award of contract, whether he himself or any of his partner's, directors or employees had held class I post with the Employer within the period of last two years.
- 39.2 The Employer shall be at liberty to terminate the contract if the successful Tenderer himself or any of his Directors who having held class I post with the Employer. Prior to his retirement has failed to obtain Chairmen's specific permission to undertake as occupation or any outside

employment before the expiry of two years from the date of his retirement, in accordance with the provision of class I employees, (Acceptance of Employment after retirement Regulations).

40. Licenses

40.1 Import License, Permits, etc.

The Contractor will make his own arrangements for obtaining materials required for the manufacture of the items and for the efficient and regular operation of the work. The Engineer will, however, forward his application for import licences, to the proper authorities if desired by him certifying the nature of the work to be carried out but under no circumstances the non-supply of such controlled or other materials by the authorities will be taken as an excuse for not completing the contract, if awarded, within the stipulated period.

41. INTEGRITY PACT IN DEENDAYAL PORT AUTHORITY

The Central Vigilance Commission (CVC) has been promoting integrity, transparency, equity and competitiveness in transactions by various organizations of the Government of India. Public procurement is an area of concern for the CVC, and many steps have been taken to put proper systems in place. In this context, Integrity Pact (IP), a tool conceptualized and promoted by Transparency International, an international NGO, aimed at preventing corruption in public contracting, has been found useful. It has been decided by Ministry of Shipping that all organizations under the Ministry will implement IP. IP should cover every tender / procurement above a specified threshold value. The threshold value of contracts / procurements / transactions incorporating IP would be such that it covers 90% by value of all contracts / procurements / transactions of the organization in the last 3 years. Presently the threshold is fixed as Rs.50 Lakhs. IP essentially envisages an agreement between prospective vendors / bidders, and Deendayal Port Authority, committing the persons / officials of both sides not to resort to any corrupt practice in any aspect of the contract at any stage. Only those vendors / bidders, who commit themselves to IP with DPT, would be considered competent to participate in the bid process. Any violation would entail disqualification of the bidders and exclusion from future business dealings. IP, in respect of a particular contract should cover all phases of the contract, from the stage of Notice inviting Tender (NIT) / pre-bid stage, till the conclusion of the contract, i.e. final payment or the warranty / guarantee period. IP would be implemented through Independent External Monitor (IEM), who are eminent persons appointed by the organization, with approval of CVC. The term of appointment for an IEM would be 3 years. Name of the IEM will be mentioned in NIT. The IEM would review independently and objectively assess, as to whether and to what extent parties have complied with their obligations under the IP. IEM would have access to all contract documents, whenever required. The bidders may raise disputes / complaints if any, with the IEM. The IEM would examine complaints received by them and give their recommendations / views to the Chairman of Port Authority. Recommendations of IEM would be in the nature of advice and would not be legally binding. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization. Shri S.K. Sarkar, IAS (Retd.), Shri Saurabh Chaudry, IAS (Retd.) has been appointed IEM by DPT from 2018 to 2021. Draft condition to be incorporated in the Draft Tender papers 1) Then bidder has to execute Integrity

pact agreement with Deendayal Port Authority (As per Shri S.K. Sarkar, IAS (Retd.), Shri Saurabh Chaudry, IAS (Retd.) has been nominated as Independent External Monitor for Integrity Pact whose address is as under;

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 Shri S.K. Sarkar, IAS (Retd.)
Nayantara Aptt.,
Plot 8 B, Sec-07, Dwarka,
New Delhi – 110 075.
Mobile No.98111 49324
sksarkar1979@gmail.com | 2. Shri Saurabh Chaudry, , IAS (Retd.) B-104,
A-9, Sector – 30
Noida (U.P.) – 201301
Mobile No.9871322133
Email : saurabh7678@yahoo.co.in Email : |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|

Scanned copy of Pre-Contract Integrity Pact Agreement (as per Appendix-I) duly signed by the bidder and two witnesses to be arranged by the bidder is to be uploaded in Preliminary Bid failing which the bid will not be considered as responsive. Original hard copy of Pre Contract Integrity Pact Agreement shall be submitted by post or hand delivery immediately after closing date of online E-tender failing which tender shall be considered irrelevant.

**Signature & Seal
of Contractor**

**Dy. Conservator
Deendayal Port Authority**

SECTION VII
Special Conditions of Contract

The following Special Condition of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC	1.1(a) & 1.1 (q)	Representative of Employer: Dy. Conservator The Employer is: Port of “Deendayal Port Authority”
GCC	1.1 (p)	The project site/final destination is: Port Area, Deendayal Port Authority, New Kandla, (Kachchh – Gujarat) India in pursuant to ITT clause 14.6 a(iii) and 14.6 b(ii).
GCC	4.2 (a)	The meaning of the trade terms shall be as prescribed by the Incoterms in pursuant to ITT clause 14.5
GCC	4.2 (b)	The version edition of Inco-terms shall be: the Latest incoterms prevailing at the time of opening of e-tender.
GCC	6	Joint Venture as per ITT-38.1 in TIS.
GCC	8.1	For Notices, the Employer’s address shall be: Attention: Deputy Conservator, A.O. Building, 1st Floor, DEENDAYAL PORT AUTHORITY GANDHIDHAM – KUTCH, GUJARAT – INDIA PHONE NO: + 91-2836-233585, 220235 FAX NO: + 91 – 2836 – 23358
GCC	9.1	The Governing law shall be the law of Government of India or its constituents and all legal disputes shall be subjected to the jurisdiction of Local Court of Gandhidham/ High Court of Gujarat.
GCC	10.2	ARBITRATION :- (I) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders or to the conditions or otherwise concerning the works or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after shall be referred to the an arbitrator appointed by the parties under

	<p>the Arbitration and Conciliation Act 1996 as amended from time to time</p> <p>(II) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matter to which the contract relates and that in course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in dispute or of different. The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator</p> <p>(III) It is also a term of the contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator</p> <p>(IV) It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.</p> <p>(V) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes alongwith the notice seeking appointment of arbitrator.</p> <p>(VI) It is also a term of contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims / disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Nodal Officer or his nominee that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Port AUTHORITY shall be discharged and released of all liabilities under the contract in respect of these claims.</p> <p>(VII) It is also a term of the contract that the arbitrator shall adjudicate only such disputes / claims as referred to him by the appointing authority and give separate award against each dispute/claims as referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.</p> <p>(VIII) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.</p>
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	<p>(IX) The arbitrator may from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.</p> <p>(X) Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.</p> <p>(XI) It is also a terms of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.</p> <p>(XII) It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.</p> <p>(XIII) Venue of arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.</p>
GCC 15	<p>Terms of Payment:</p> <p>For Supply part, as per Cl.3.3 of 'Scope of Work' Section-V</p> <p>For Operation & CAMC as per Cl.7 of 'Scope of Work', Section-V.</p>
GCC 16.4	<p>The final rates required to be quoted by the Tenderer against each item should include all Taxes, Duties, Custom Duties, etc., except GST.</p>
GCC 16.5	<p>GOODS & SERVICE (GST) CLAUSE</p> <p>The contractor shall quote the price exclusive of GST. The applicable GST shall be paid extra to the contractor after producing GST Invoice as per the certified Bill by the department. However, element of GST shall not consider for evaluation of bid.</p> <p>"Contractor/service provider/supplier etc. has to ensure timely & proper filling of GSTR 1 so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPT not allowed input credit due to failure of part of the contractor/service provider/supplier etc., it will be a financial loss to DPT & therefore same shall be recovered from the payment/deposit of the contractor/service provider/supplier.</p> <p>TDS ON GST</p> <p>TDS provision under GST Acts, 2017 are in force from 01.10.2018 and accordingly TDS under GST Act will be deducted @ 2 % (1% CGST and 1 % SGST or 2 % IGST) from payment / credit give to contractor/ professional and other for work order / contract exceeding Rs. 2,50,000/-</p>

GCC 17.1, 17.3 & 17.4	<p>The Security Deposit/ Performance Guarantee shall be 10% of Contract Value (5% towards performance guarantee & 5% as retention money). The successful bidder has to submit Performance Guarantees separately towards supply of boat and Operation as well as Mainenance (CAMC) contract.</p> <p>(i) Towards Supply of Boat :- The first Guarantee shall be submitted by the successful bidder within 21 days from the date of issue of L.O.A. equivalent to 5% of the total contract value towards supply of Boats in form of demand draft or bank guarantee (BG shall be of any nationalized/scheduled bank, except co-op bank, having its branch at Gandhidham; and balance 5% will be recovered from running bill as retention money. Retention Money will be refunded within 14 days from the date of payment of final bill and balance 5% performance guarantee shall be released after completion of Defect Liability/ Guarantee period.</p> <p>(ii) Towards Operation part :- Contractor shall submit, one month prior to start of operation contract work, a Demand Draft or a Bank Guarantee (BG shall be of any Nationalized/Scheduled Bank, except co-op bank, having its branch at Gandhidham) for 5% of Annual Contract Price of respective year's operation cost. The contractor shall furnish performance guarantee for each year one month before completion of Operation contract for current year and balance 5% will be recovered from monthly running bills.</p> <p>The performance guarantee i.e. 10% shall be released after satisfactory completion of Operation contract of each year and submission of performance guarantee of next year.</p> <p>(iii) Towards Maintenance (CAMC) part :- Contractor shall submit, one month prior to start of maintenance (CAMC) contract work, a Demand Draft or a Bank Guarantee (BG shall be of any Nationalized/Scheduled Bank, except co-op bank, having its branch at Gandhidham) for 5% of Annual Contract Price CAMC cost of respective year. The contractor shall furnish performance guarantee for each year one month before completion of CAMC contract for current year and balance 5% will be recovered from monthly running bills.</p> <p>The performance guarantee i.e. 10% shall be released after satisfactory completion of CAMC contract of each year and submission of performance guarantee of next year</p>
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GCC 20	Subcontract is not applicable.
GCC 22.2	The packing, marking and documentation within and outside the packages shall be: " Deendayal Port Authority– India "
GCC 23.1	<p>Insurance shall be as follows.</p> <p>Speeds Boats shall be insured for its whole value by the supplier at his cost against loss or damage incidental to manufacture, transportation, storage and delivery and the same shall be valid till commissioning and handing over of the Speed Boats to the Employer after satisfactory trials.</p> <p>The men and materials deployed by the Supplier in DPT premises shall be insured at his own cost in accordance with Clause No.23 of GCC and the Port will be in no way responsible for accident/ injury to personnel or loss / damages to the materials in connection with the work (assembling, commissioning, testing, guarantee repairs etc) till the satisfactory handing over the Boats to DPT after trials at Kandla Port premises.</p> <p>During Operation and Maintenance period after handing over the boat to DPA, contractor is responsible for obtaining adequate value of insurance for machinery, tools and tackles deployed by them for satisfactory performance during guarantee period and AMC period. Apart from the above, contractor is responsible for obtaining insurance of maintenance staff and crew members deployed for operation of boat at their own cost.</p>
GCC 23.2	Insurance of DPA Staff is not in the scope of the contractor.
GCC 25.1	<p>The Contractor shall appoint at his own cost Indian Register of Shipping for carrying out inspection and test and also for certifying the boats are built of proven design and to the standards mentioned in the tender or otherwise. The boats will be loaded or dispatched after due certification by such certification agency only.</p> <p>The Contractor shall provide all facilities for the TPI to conduct his part of work at the Contractor's premises and at any other place, if the works demand so.</p>
GCC 25.2, 25.3 & 25.5	As per Section V.

GCC 26.1	<p>Liquidated Damages for Supply Part:</p> <p>The Boat to be delivered within 9 months from the 15th day of issue of work order. In case of late delivery, the liquidated /late delivery charges shall be: 1/2 % per week (7 days) or part thereof, on the total contractual price (excluding CAMC & operation Cost).</p> <p>This does not absolve the contractor from his obligation of completion of whole of the work in an expeditious manner.</p> <p>The maximum amount of liquidated damages shall be: 10% of total contract price excluding operation and CAMC cost for delay in delivery and or commissioning & handling over of the boat to DPA.</p> <p>Penalty for Operation and CAMC:</p> <p>As per Cl.9 of 'Scope of Work' at Section-V</p>
GCC 27.3 & 27.7	<p>Guarantee:</p> <p>As per Cl.3.5.1 of Section–V.</p>
GCC 27.5 & 27.6	<p>As Per Section V</p>
GCC 27.8	<p>Scope of AMC shall be as defined in Section V.</p>

SECTION VIII

CONTRACAT FORMS

Table of Forms

1. Letter of Acceptance
2. Notice to proceed with works (site Activities)
3. Contract Agreement
4. Performance Bank Guarantee BG
5. Advance Payment BG **(Not Applicable)**
6. Stage Payment BG **(Not Applicable)**
7. DRB Agreement **(Not Applicable).**
8. Proforma for Joint Venture/Consortium Agreement Form
9. Proforma for Power of Attorney for Lead Member of JV/Consortium.

LETTER OF ACCEPTANCE

(On letter head paper of the port)

Date: _____

To: _____
 (Name & address of contractor) Dear

Sirs,

Sub: Tender No.
 Title of Tender

Ref: Your Bid Dated
 And (list of correspondence with the Bidders)

This is to notify you that your bid dated _____ for execution of the
 _____ (name of the contract and identification number, as given in the
 instruction to bidders) for the Contract Price of Rupees
 _____ (amount in words and figures) as corrected and modified in accordance with
 the Tender Documents is hereby accepted by the Employer/Board.

You are hereby requested to furnish performance guarantee, in the form detailed in Tender Document for an amount of Rs. _____ within (28) days of the receipt of this letter of acceptance and valid up to 28 days from the date of completion of contractual obligations, subject to removal of Defects, i.e. up to _____ and also sign the contract agreement within (28) days of the receipt of this letter of acceptance, failing which action as stated in the tender document will be taken.

Detailed letter of acceptance will follow. Please
 acknowledge receipt.

Yours faithfully

Authorized signature Name
 and title of signatory
 Name of port

(letter head of the Port)	Date: _____
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To: _____
 (Name & address of contractor) Dear

Sirs,

Sub: Tender No.
 Title of Tender

Ref: letter of acceptance no _____ dated. _____

Pursuant to your furnishing the requisite security as stipulated in (insert security clause) and signing of the contract for execution of the _____
 _____ . You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents. It is hereby notified that the site is handed over to you w.e.f (date) for execution of work in accordance with the contract documents.
 Please acknowledge receipt.

Yours faithfully

Authorized signature Name
 and title of signatory
 Name of port

(The successful tenderer shall fill in this form in accordance with the instruction indicated)
(to be executed on Rs.100/- non-judicial stamp paper)

THIS CONTRACT AGREEMENT is made the (date, month and year)

Between

- (1) The Port of Deendayal Port Authority, an Autonomous Body of the Ministry of SHIPPING of Government of INDIA, incorporated under the Major Port Authorities Act. 2021 as Amended thereafter, under the Laws of India and having its principal place of business at, New Kandla, Kutch-Gujrat.[hereinafter called "the Port"], and
- (2) (insert name of contractor), (incorporated under) the laws of (insert country of contractor) and having its principal place of business at (insert: address of Contractor) (herein after called "the Contractor")

WHEREAS the Employer/Board invited Tenders against tender no. _____ for execution of [TENDER TITLE AND BRIEF DESCRIPTION] viz., and has accepted a tender by the contractor in accordance with the supply/delivery schedule, in the sum of [insert Contract Price in words and figures, expressed in Contract currency(ies)] [herein after called "the contract price"].

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following document shall constitute the Contract between the Employer/Board and the Contractor, and each shall be read and construed as and integral part of the Contract.
 - (a) This Contract Agreement.
 - (b) Special Condition of Contract
 - (c) General Condition of Contract
 - (d) Technical Requirement (including Schedule of Requirement and Technical Specifications, drawings)
 - (e) Notice Inviting Tender
 - (f) Replies issued to the Pre-Bid queries, addenda is any issue (number and dates)
 - (g) The Contractor's Bid and original Price and Delivery Schedule
 - (h) The Employer/Board's Notification of Award

- (i) (Correspondences the Employer/Board has exchanged with the bidder till and after award of contract, specific letter and dates)
- (j) And (add here any other documents)

AND WHEREAS

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

3. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him. CONTRACTOR hereby Covenants with EMPLOYER/BOARD that CONTRACTOR shall and will duly provide, execute and complete work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of Work and at the time and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
4. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the EMPLOYER/BOARD does hereby agree with CONTRACTOR that EMPLOYER/BOARD will pay to contractor, the respective amount for the work actually done by him and approved by EMPLOYER/BOARD as per Payment Terms accepted in CONTRACT and payable to CONTRACTOR under provision of Contract at such time and in such manner as provided for in the CONTRACT. AND
5. In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to EMPLOYER/BOARD for the services rendered by EMPLOYE/BOARD to Contractor as set forth in CONTRACT and such other sums as may become payable to EMPLOYER/BOARD towards loss, damage to the EMPLOYER/BOARD's equipment, material etc. and such payments to be made at such time and in such manner as is provided in the CONTRACT.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *INDIA* on the day, month and year indicated above.

For and on behalf of the EMPLOYER/BOARD Signed: [insert signature]

In the capacity of: [insert title or other appropriate designation] In the
presence of: [insert identification of official witness]

For and on behalf of CONTRACTOR

Signed: [insert signature of authorized representative(s) of the Contractor] In the capacity
of: [insert title or other appropriate designation]
In the presence of: [insert identification of official witness]

SPECIMEN BANK GUARANTEE PERFORMANCE GUARANTEE/SECURIT DEPOSIT

(To be executed on Rs. 300/- non-judicial Stamp Paper & to be submitted after entering by issuing Branch in their online system for generating Bank Guarantee in SFMS Mode)

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

In consideration of the Board of Deendayal Port Authority incorporated by the Major Port Authorities Act, 2021. (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of 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.

(a) Notwithstanding anything contained herein :ur 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)."

9. (i) Name of Beneficiary's Bank is State Bank of India, Gandhidham.

(ii) IFSC No. of Beneficiary's Bank is SBIN0060239.

(iii) Bank Account No. of Beneficiary is 10316591671.

Date _____ day of _____ 20

For (Name of Bank) (Name) Signature

Specimen Bank Guarantee for Advance Payment

(To be executed on Rs.100/- non-judicial Stamp Paper)

(The Bank as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated)

(Banks Letterhead) To,

The Board of,

Deendayal Port Authority, A.O.Building, P.O.Box No.50, Gandhidham-Kutch.

In consideration of the Board of Deendayal Port Authority incorporated by the Major Port Authorities Act., 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority, its successors and assigns) having agreed to release advance payment to _____ (hereinafter called the "contractor") under the terms and condition of the contract, vide _____ (Name of the Department)'s letter No. _____ Date _____ made between the contractors and the Board for execution of _____ covered under Tender No. ___ dated (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. _____ (Rupees _____) only we, the (Name of the Bank and Address) _____ hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, _____ (Name of Bank) (Name of Branch), do hereby Undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees _____) only.

3. We, _____ (Name of Bank and Branch), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____ (Name of Bank and Branch), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or

discharged or till the _____ (Name of the user department) of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____ (Name of Bank and Branch), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. It is also hereby agreed that the Courts in [insert city] would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

8. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

9. Notwithstanding anything contained herein :

(a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);

(b) This Bank Guarantee shall be valid upto _____ ; and

(c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ____ (date of expiry of Guarantee)."

10. (i) Name of Beneficiary's Bank is State Bank of India, Gandhidham.

(ii) IFSC No. of Beneficiary's Bank is SBIN0060239.

(iii) Bank Account No. of Beneficiary is 10316591671.

Date _____ day of _____ 20

For (Name of Bank) (Name) Signature

STAGE PAYMENT

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

(The Bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated)

Date: _____ of tender submission

Tender No. and title: _____

(Banks letterhead)

Beneficiary: Deendayal Port Authority, New Kandla.

Stage PAYMENT GUARANTEE No.: (insert stage payment guarantee no.)

We, (insert legal name and address of Bank), have been informed that (insert complete name and address of Contractor) (herein after called the "Contractor") has entered into Contract No. (Insert number) dated (insert date of Agreement) with you, for execution of works viz, (insert name title of contract) (herein after called "the Contract")

Furthermore, we understand that, according to the conditions of the Contract, a stage payment is to be made against payment guarantee.

At the request of the contractor, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total amount of (insert amount in figure and words) upon receipt by us of your first demand in writing declaring that the contractor is in breach of its obligations under the contract because the contractor has been paid the stage payment in realization of his invoice no. _____ dated _____ towards execution of contract.

It is a condition for any claim and payment under this Guarantee to be made that the stage payment referred to above must have been received by the contractor on its account (insert number and domicile of account)

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the contractor under the contract until (insert date)

(Signature of authorized representative of Bank)

(Authorization letter from the Bank that the signatory of this BG is authorized to do so, should also be enclosed)

- i. The bank shall insert the amount specified in the SCC and denominated, as specified in the SCC, either in the currency (ies) of the contract or a freely convertible currency to the Employer.
- ii. .Insert the completion/scheduled date stipulated in the contract Delivery Schedule. The employer should note that in the event of an extension of the time to perform the contract, the employer would need to request an extension of this guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in Guarantee. in preparing this guarantee, the employer might consider adding the following text to the form, at the end of the penultimate paragraph: "We agree to extend this guarantee for a period not exceeding one year at a time, in response to the Employer's written request for such extension, such request to be presented to us before the expiry of the Guarantee"

DISPUTE REVIEW BOARD AGREEMENT (NOT APPLICABLE)

(To be executed on Rs.100/- non-judicial Stamp Paper)

THIS AGREEMENT. Made and entered into this ----- Day of -----
 -- 20____ Between ----- (" the Employer and Boards") and -----
 ("the Contractor"), and the disputes review Board ("the DR Board") consisting of One/Three
 DR Board Member's, (Member's from either party,
 i.e. Contractor and Employer/Board")

- (1) _____
 (2) _____
 (3) _____

WITNESSETH that

WHEREAS, the Employer/Board and the Contractor have contracted for the
 execution of (Project name) (the

Contract) and WHEREAS the contract provides for the establishment and operation of the
 DR Board NOW THEREFORE, the parties hereto agree as follows:

1. The parties agree to the services required hereunder, the DR Board Agreement.
2. Except for providing the services required hereunder, the DR Board Member should not give any advice to either party or to the Nodal officer or his nominee concerning conduct of the Works.

The DR Board Member:

- (a) Shall have no financial interest in any party to the contract or the Nodal Officer or his nominee or a financial interest in the contract, except for payment for services on the DR Board.
- (b) Shall have had no previous employment by, or financial ties to, any party to the contract, or the Nodal Officer or his nominee, except for fee based consulting services on other projects, all of which must be disclosed prior to appointment to the DR Board.
- (c) Shall have disclosed in writing to the prior to signature of this Agreement any and all recent or close professional or personal or personal relationship with any director, officer, or employee of any party to the contract, or the Nodal Officer or his nominee, and any and all prior involvement in the project to which the contract relates;

- (d) Shall not, while a DR Board member, be employed whether as a consultant or otherwise by either party to the contract, or the Nodal officer or his nominee, except as a DR Board member.
 - (e) Shall not, while a DR Board member, engage in discussion or make any agreement with any party to the contract, or with the Nodal Officer or his nominee, regarding employment whether as a consultant or otherwise either after the contract is completed or after services as a DR Board Member is completed.
 - (f) Shall be and remain impartial and independent of the parties and shall disclose in writing to the Employer/Board the Contractor, the Nodal Officer or his nominee, and one another any fact or circumstances which might be such to cause either the Port or the Contractor to question the continued existence of the impartiality and independence required of DR Board Members.
- (3) Except for its participation in the DR Board's activities as provided in the contract and in this Agreement none of the Employer/Board, the Contractor, the Nodal Officer or his nominee, and one another any fact or circumstances which might be such to cause either the Employer/Board or the Contractor to question the continued existence of the impartiality and independence required of DR Board member.
- (4) the contractor shall:
- (a) Furnish to each DR Board Member one copy of all documents which the DR Board may request including contract documents, progress report, variation orders, and other documents, pertinent to the performance of the Contract.
 - (b) In co-operation with the Employer/Board, co-ordinate the site visit of the DR Board, including conference facilities, and secretarial and copying services
- (5) DR Board shall serve throughout the operation of the contract. It shall begin operation following execution of this Agreement, and shall terminate its activities after issuance of the taking over Certificate and the DR Board's issuance of its Recommendation on all disputes referred to it.
- (6) DR Board member, shall not assign or subcontract any of their work under this Agreement.

- (7) The DR Board members are independent and not employees or agents of either the Employer/Board or the Contractor.
- (8) The DR Board member is absolved of any personal or professional liability arising from the activities and the Recommendations of the DR Board.
- (9) Fees and expenses of the DR Board Member(s) shall be agreed to and shared equally by the Employer/Board and Contractor. If the DR Board requires special services, such as accounting, data research and the like, both parties must agree and the cost shall be shared by them as mutually agreed.
- (10) DR Board site visits:
 - a) The DR Board shall visit the site and meet with representatives of the Employer/Board and the Contractor and the Nodal Officer or his nominee at regular intervals, at times of critical construction event and at the written request of either party. The timing of site failing agreement shall be fixed by the DR Board.
 - b) Site meetings shall consist of an informal discussion of the status of the construction of the work followed by an inspection of the works, both attended by personnel from the Employer/Board, the Contractor and the Nodal Officer or his nominee.
 - c) If requested by either party or the DR Board, the Employer/Board will prepare minutes of the meeting and circulate them for comments of the parties and the Nodal Officer or his nominee.
- (11) Procedure for disputes referred to the DR Board:
 - a) If either party objects to any action or inaction of the other party or the Nodal Officer or his nominee, the objecting party may file a written Notice of Dispute to the other party with a copy to the Nodal Officer or his nominee stating that it is given pursuant to Clause (number) and stating clearly and in detail the basis of the dispute.
 - b) The party receiving the Notice of Dispute will consider it and respond in writing within 7 days after receipt.
 - c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 7 days of receiving the response. Both parties are encouraged to pursue the matter further to attempt to settle the dispute. When it appears that the dispute cannot be resolved without the assistance of the DR Board either party may refer the dispute to the DR Board by written Request for Recommendation to the Board, the other party and the Nodal Officer or his nominee stating that it is made pursuant to (insert relevant clause no.)

- d) The request for recommendation shall state clearly and in full detail of the dispute to be considered by the DR Board.
- e) When a dispute is referred to DR Board and the DR Board is satisfied that the dispute requires the DR Board's assistance, the DR Board shall decide when to conduct a hearing on the dispute. The DR Board may request that written documentation and arguments from both parties be submitted to each DR Board Member before the hearing begins. The parties shall submit in so far as possible agreed statement of the relevant facts.
- f) During the hearing, the Contractor, the Employer/Board and the Nodal Officer or his nominee shall each have ample opportunity to be heard and to offer evidence.

The DR Board's recommendations for resolution of the dispute will be given in writing, to the Employer/Board, the Contractor and the Nodal Officer or his nominee as soon as possible, and in any event not more than 28 days after the DR Board's final hearing on the dispute.

12. Conduct of Hearings:

- a) Normally hearing will be conducted at the site, but any location that would be more convenient and still provided all required facilities and access to necessary documentation may be utilized by the DR Board. Private session of the DR Board may be held at any location convenient to the DR Board.
- b) The Employer/Board, the Nodal Officer or his nominee and the Contractor shall have representative at all hearings.
- c) During the hearings, no DR Board member shall express any opinion concerning the merit of any facet of the case.
- d) After the hearings are concluded, the DR Board shall meet privately to formulate its Recommendations. All DR Board deliberations shall be conducted in private, with all individual view

kept strictly confidential. The DR Board's Recommendations, together with an explanation of its reasoning shall be submitted in writing to both parties and to the Nodal Officer, or his nominee. The Recommendation shall be based on the pertinent contract provisions, applicable law and regulation, and the facts and circumstance involved in the dispute.

The DR Board shall make every effort to reach a unanimous Recommendation. If this proves impossible, the majority shall decide, and the dissenting member any prepare a written minority report for submission to both parties.

13. If during the contract period, the Employer/Board and the Contractor are of the opinion that the Dispute Review Board is not performing its functions properly, the Employer/Board and the Contractor may together disband the Disputes Review Board. In such an event, the Disputes shall refer to Arbitration straightway.

The Employer/Board and the Contractor shall jointly sing a notice specifying that the D R Board shall stand disbanded with effect from the date specified in the Notice. The Notice shall be posted by a registered letter with AD or delivery of the letter, even if he refuses to do so.

PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT

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

This Joint Venture / Consortium Agreement is made and entered into on this day of2021 by and between (i) M/s. **(Name of the firm to be filled-in)**....., (ii) M/s.....**(Name of the firm to be filled-in)** , , primarily for the work under the Deendayal Port AUTHORITY.

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

Formation of Joint Venture/Consortium

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii)

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

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

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

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

d)

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

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

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

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

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

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

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

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

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

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

The parties hereto have mutually agreed to the terms and conditions set forth herein above and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper and due completion of the works envisaged, in the event of award of contract to the JV/Consortium and have affixed their signature in this indenture on this theday of.....20...

(i) Signature Name

Designation seal & Common seal
of the firm

(ii) Signature Name

Designation seal &
Common seal of the firm

Witness1

Witness2

PROFORMA OF POWER- OF-ATTORNEY FOR LEAD MEMBER OF JV/ CONSORTIUM

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

By this Power-of-Attorney **executed** on **this**day of(month) of 2021, we,

(i) (.....*Name of legally authorized signatory of first partner to be filled in.....*), (ii) (.....*Name of legally authorized signatory of second partner to be filled in*),

..... hereby jointly authorize and

agree the Lead Partner, M/s (... *Name of the lead partner to be filled in.....*),

(a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV

/Consortium and to carry out the entire execution of the contract including payment for the work of—

exclusively through Lead Partner.

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

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

.....

.....

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