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# DEENDAYAL PORT AUTHORITY



## MECHANICAL ENGINEERING DEPARTMENT

**Tender No.: CME/Mech.Division/1548/GTTPtugs/2024**

**TENDER FOR CHARTERING of  
"MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL  
MANAGEMENT OF CONTRACTOR OWNED 01 NOS. ASTDS-GTTP TUG  
FOR 15 YEARS AND EXTENDABLE BY 02 MORE YEARS" at DPA**

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## **E-TENDER**

**TENDER NO: - CME/Mech.Division/1548/GTTPtugs/2024**

**NAME OF WORK:**

***CHARTERING of "MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT OF CONTRACTOR OWNED 01 NOS. ASTDS-GTTP TUG FOR 15 YEARS AND EXTENDABLE BY 02 MORE YEARS" at DPA***

**PERIOD OF DOWNLOADING OF BID DOCUMENTS**

<b>FROM</b>	<b>:</b>	<b><u>11.12.2024</u></b>
<b>TIME &amp; DATE OF PRE-BID MEETING</b>	<b>:</b>	<b>@ 15.00 Hrs. on <u>10.01.2025</u></b>
<b>LAST DATE &amp; TIME FOR RECEIPT OF BIDS</b>	<b>:</b>	<b>@ 15.00 Hrs. on <u>27.01.2025</u></b>
<b>TIME &amp; DATE OF OPENING OF BIDS</b>	<b>:</b>	<b>@ 15.30 Hrs. on <u>27.01.2025</u></b>
<b>PLACE OF OPENING OF BIDS</b>	<b>:</b>	CHAMBER OF CME, DEENDAYAL PORT AUTHORITY, A.O. BUILDING, GANDHIDHAM – KUTCH, (GUJARAT STATE) 370 201.

**OFFICER INVITING BIDS: Marine Engineer Grade -I, DPA**

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### **E-TENDER**

**TENDER NO: - CME/Mech.Division/1548/GTTPtugs/2024**

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# **DEENDAYAL PORT AUTHORITY**

## **TENDER NO. CME/Mech.Division/1548/GTTPtugs/2024**

E-Tenders are invited by **Marine Engineer Grade -I, DEENDAYAL PORT AUTHORITY** as per the details given in the table below.

Name of Work	Cost of tender document (INR)	Estimated cost (INR)	EMD (INR)	Tender download ed from	Last date and time of submission of Bid	Date and time of opening of Bid
<b>CHARTERING of "MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT OF CONTRACTOR OWNED 01 NOS. ASTDS-GTTP TUG FOR 15 YEARS AND EXTENDABLE BY 02 MORE YEARS" at DPA</b>	Rs. 5,900/- (including GST)	2445.50 Lakhs Per Year	24,45,500.00/-	11/12/24	15.00 hrs. on 27.01.2025	15.30 hrs. on 27.01.2025

Detailed tender notice along with complete tender documents can be downloaded from website: <https://tender.nprocure.com> and also available on <http://www.deendayalport.gov.in> from 11/12/2024. Pre bid meeting will be held on 10/01/2025 at 15.00 Hrs.

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

**Sd./-**

**Marine Engineer Grade -I  
Deendayal Port Authority**

## **NOTICE INVITING ONLINE TENDER**

<b>Department</b>	Mechanical Engineering Department
<b>Circle/ Division</b>	Circle Division
<b>Tender Notice No.</b>	CME/Mech.Division/1548/GTTPtugs/2024
<b>Name of Work</b>	CHARTERING of "MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT OF CONTRACTOR OWNED 01 NOS. ASTDS-GTTP TUG FOR 15 YEARS AND EXTENDABLE BY 02 MORE YEARS" at DPA
<b>Estimated Contract Value (INR)</b>	<b>Rs. 24,45,50,000.00</b> (Twenty-Four Crores Forty-Five Lakhs Fifty Thousand only) per Annum.
<b>Period of chartering</b>	15 years from the date of acceptance of ASTDS-GTTP tug by DPA and extendable by 02 more years.
<b>Bidding Type</b>	Open
<b>Bid Call (Nos.)</b>	One
<b>Tender Currency Type</b>	Single
<b>Tender Currency Settings</b>	INR
<b><u>Pre-Qualifying Criteria:</u></b>	<p>1. <b><u>Financial Standing:</u></b> The average annual financial turnover of the Bidder over the past three years ending 31<sup>st</sup> March of previous financial year should not be less than <b>Rs. 733.65 Lakhs</b>, Certified by Chartered Accountant on their letter head along with UDIN No.</p> <p>2. <b><u>Experience in terms of:</u></b> Experience of having successfully completed similar works/on-going works completed one-year or more with satisfactory performance certificate, during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: (i) Three similar completed works each costing not less than Rs. 978.20 Lakhs. OR (ii) Two similar completed works each costing not less than Rs. 1222.75 Lakhs. OR (iii) One similar completed work costing not less than Rs. 1956.40 Lakhs.</p> <p><b><u>Similar works means:</u></b> Similar work means: "Chartering of crafts on wet lease/hiring of crafts on wet lease/ owning &amp; technical maintenance</p>

	<p>including manning of crafts. Craft means which are self-propelled and registered under MS Act/other Registering Authorities which includes but not limited to ships, Tugs, supply vessels, offshore vessels, launches, boats, dredgers.</p> <p><b><u>3.Capability and Resources:</u></b></p> <p>The Bidder should be in business of charting/hiring/management of crafts/port operations with Tugs services.</p> <p><b><u>4. Satisfactory Performance:</u></b></p> <p><i>Experience in last Seven (7) years:</i></p> <p>The Bidder should submit the documentary proof for satisfactory performance from the owners/clients to whom the Tugs were supplied on hire basis and operated successfully. For ongoing contract, the tenderer shall submit satisfactory performance certificate in place of completion certificate from the employer indicating contract value for the completed period of the contract for qualification. Completed value of work as on last day of month previous to the one in which applications are invited should be considered for qualifying criteria.</p> <p>The value of similar works completed by the bidder will be brought to current cost level by enhancing the actual value of work with the multiplication factor as detailed below for assessing the eligibility of the bidder under experience. The base year shall be taken as the Financial Year ending in 2024.</p> <table border="1"> <thead> <tr> <th>Financial Year</th><th>Multiplication Factor</th></tr> </thead> <tbody> <tr> <td>2023- 2024</td><td>1.0</td></tr> <tr> <td>2022- 2023</td><td>0.99</td></tr> <tr> <td>2021- 2022</td><td>1.09</td></tr> <tr> <td>2020- 2021</td><td>1.23</td></tr> <tr> <td>2019- 2020</td><td>1.24</td></tr> <tr> <td>2018- 2019</td><td>1.26</td></tr> <tr> <td>2017- 2018</td><td>1.32</td></tr> </tbody> </table> <p><b><u>Note:</u></b> If the bidder has executed the work in private organization, necessary TDS certificate issued by the private organization shall be submitted.</p>	Financial Year	Multiplication Factor	2023- 2024	1.0	2022- 2023	0.99	2021- 2022	1.09	2020- 2021	1.23	2019- 2020	1.24	2018- 2019	1.26	2017- 2018	1.32
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2017- 2018	1.32																
<b><u>Joint Venture/Consortium:</u></b>	<p><b><u>Allowed</u></b></p> <ul style="list-style-type: none"> <li>• The number of partners in JV/Consortium shall be limited to maximum of two.</li> <li>• In case of JV to qualify experience in similar works, merging of work order value executed by one or two of</li> </ul>																

	<p>its member JV either as a whole or as member of JV shall not be permitted to qualify eligible works in terms of similar completed works. Only no. of work orders executed by members of JV shall be merged to evaluate experience.</p> <ul style="list-style-type: none"> <li>• Lead partner should have executed at least one similar work costing Rs. 733.65 <b>lakhs</b> as per Minimum Eligibility Criteria.</li> <li>• The works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of JV or as a sub-contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience. Further they may upload the scanned permission letter for sub-contractor issued by principle (main client) otherwise the bid shall stand non-responsive.</li> <li>• In the case of bid submitted by JV/ Consortium, the <b><i>lead partner of the JV shall meet the Minimum Eligibility Criteria of Financial Turnover.</i></b></li> </ul>
<b><u>Integrity Pact:</u></b>	Integrity Pact need to be submitted <b><i>in Preliminary bid stage</i></b> duly scanned, stamped, signed, and dated along with both witness signatures (to be arranged by the bidder) as per format available in <b>Section – VI (Form-03)</b> in the tender document <b><i>failing which bid submitted by the bidder will be considered non-responsive.</i></b>
<b><u>Site Visit:</u></b>	Upload duly signed document given at <b>Section-6</b> towards evidence of site visit. <b><u>(The bidder who has not physically visited the site and not uploaded document given at Section-VI (Form-18), will be declared disqualified at preliminary stage evaluation.</u></b> The date of physical visit of site should be the date invariably prior to date of opening of preliminary bid. The mandatory site visit and uploading of document are exempted if there is declared travel restriction by central/state government).
<b><u>Downloading Websites:</u></b>	<a href="https://tender.nprocure.com">https://tender.nprocure.com</a> . <a href="http://www.deendayalport.gov.in">http://www.deendayalport.gov.in</a> . <a href="http://www.eprocure.gov.in">http://www.eprocure.gov.in</a> .
<b><u>Bid Document Fee:</u></b>	<b><i>Rs.5,900/-</i></b> (Including GST)
<b><u>Bid Document Fee Payable To:</u></b>	Board of Deendayal Port Authority, Gandhidham
<b><u>Bid Security/ EMD(INR):</u></b>	<b><i>Rs. 24,45,500.00/-</i></b>
<b><u>Bid Security/ EMD (INR) In Favour of:</u></b>	Board of Deendayal Port Authority, Gandhidham in form of Bank guarantee

<b><u>Bid Document Downloading Start Date</u></b>	11/ 12 /2024
<b><u>Bid Document Downloading End Date</u></b>	27/ 01 /2025
<b><u>Date &amp; Place of Pre-Bid Meeting</u></b>	10/ 01 /2025@ 15.00 Hrs. in the Board room.
<b><u>Last Date &amp; Time for Receipt of Bids</u></b>	27/ 01 /2025 up to 15.00 Hrs.
<b><u>Bid Validity Period</u></b>	180 Days from the date of opening of technical bid.
<b><u>Condition for EMD &amp; Tender fee.</u></b>	<p><b><u>Tender Fees:</u></b> Rs. 5,900/- (incl. of GST) shall be made through online payment mode in <b>Bank of Baroda, Gandhidham Branch, a/c no.: 10080100022427, IFSC Code: BARBOGANKUT.</b></p> <p><b><u>EMD:</u></b> <b><i>Rs. 24,45,500.00/- (Rupees Twenty-Four Lakhs Forty-Five Thousand Five Hundred only)</i></b>, The EMD shall be deposited in the form of Bank Guarantee drawn in favour of Board of Deendayal Port Authority, Gandhidham, from any Nationalized Bank / Scheduled Bank (except co-operative bank) having its branch in Gandhidham. <b>(Format available at Form No. 23 of Section -VI)</b></p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification -2008 mentioned in the table below only shall become eligible for exemption from payment of tender fee/EMD shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall also upload the scanned copy of valid &amp; relevant certificate on (n) procure website along with <b>'Bid Securing Declaration Form' (Form -2 in section VI)</b> in preliminary bid failing which the bid shall be considered non-responsive.</p>



	<table><tr><th>Code / Sub-class</th><th>Description</th></tr><tr><td>Sub-class 30111</td><td>Building of commercial vessels: passenger vessels, ferryboats, cargo ships, tankers, tugs, hovercraft (except recreation-type hovercraft) etc.</td></tr><tr><td>Sub-class 50111</td><td>Sea and coastal ferry service</td></tr><tr><td>Sub-class 50112</td><td>Sea and coastal water cruise, water taxis and other sightseeing boat</td></tr><tr><td>Sub-class 50113</td><td>Sea and coastal long distance water transport</td></tr><tr><td>Sub-class 50119</td><td>Other sea and coastal water transport n.e.c.</td></tr><tr><td>Sub-class 50220</td><td>Inland freight water transport</td></tr><tr><td>Sub-class 52220</td><td>Service activities incidental to water transportation</td></tr></table>	Code / Sub-class	Description	Sub-class 30111	Building of commercial vessels: passenger vessels, ferryboats, cargo ships, tankers, tugs, hovercraft (except recreation-type hovercraft) etc.	Sub-class 50111	Sea and coastal ferry service	Sub-class 50112	Sea and coastal water cruise, water taxis and other sightseeing boat	Sub-class 50113	Sea and coastal long distance water transport	Sub-class 50119	Other sea and coastal water transport n.e.c.	Sub-class 50220	Inland freight water transport	Sub-class 52220	Service activities incidental to water transportation
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<b><u>Banking Details:</u></b>	<b>Bank of Baroda, Gandhidham Branch, a/c no.: 10080100022427, IFSC Code: BARBOGANKUT.</b>																
<b><u>Bid Opening Date:</u></b>	Technical Bid will be opened on 27/ 01 /2025 @ 15.30 Hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.																
<b><u>Documents required to be submitted by scanning through online:</u></b>	Documents in support of fulfilling qualifying criteria as indicated above. Tender fee through online transfer and EMD in the form of Bank Guarantee mode.																
<b><u>Officer- Inviting Bids:</u></b>	Marine Engineer Grade -I Deendayal Port Authority Ground Floor, Room No 11 A.O Building Gandhidham –Kutch Gujarat -370201																
<b><u>Bid Opening Authority:</u></b>	Marine Engineer Grade -I, Deendayal Port Authority.																
<b><u>Address:</u></b>	Marine Engineer Grade -I Deendayal Port Authority Ground Floor, Room No 11 A.O Building Gandhidham –Kutch Gujarat -370201																
<b><u>Contact Details:</u></b>	<a href="mailto:rajdeo.kumar@deendayalport.gov.in">rajdeo.kumar@deendayalport.gov.in</a> <a href="mailto:narendra.karkoti@deendayalport.gov.in">narendra.karkoti@deendayalport.gov.in</a>																

	<a href="mailto:mech.marine@deendayalport.gov.in">mech.marine@deendayalport.gov.in</a> <a href="mailto:mech.div.kpt@gmail.com">mech.div.kpt@gmail.com</a> Contact No.: +91 9428851871 / 9825303781
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**Note:**

In case bidders need any clarifications or if training is required to participate in online tenders, they can contact (n)Procure Support team at following address: -

(n)code Solutions – A division of GNFC Ltd.,  
(n)Procure Cell, 403, GNFC Infotower,  
S.G. Road, Bodakdev,  
Ahmedabad – 380054 (Gujarat).

Contact Details:

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

BSNL: +91-79-2684511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525)

Reliance: +91-79-30181689

Fax: +91-79-26857321, 40007533 E-mail : [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net)

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

**Sd./-  
Marine Engineer Grade -I  
Deendayal Port Authority**

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## **Section 1**

### **1 OVERVIEW:**

- 1.1 The Marine Engineer Grade -I, Deendayal Port Authority invites bids by E- Tendering from the interested eligible bidder for the work as mentioned in the notice inviting online tender. All bids shall be completed and submitted on-line in accordance with instruction to the bidders.
- 1.2 The successful bidder will be expected to complete the works by the intended completion period.
- 1.3 Online Bids are invited in Three Bid System through e-procurement CHARTERING of "MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT OF CONTRACTOR OWNED 01 NOS. ASTDS-GTTP TUG FOR 15 YEARS AND EXTENDABLE BY 02 MORE YEARS" at DPA from eligible bidders meeting the minimum pre-qualification criteria and specifications as detailed in tender document. The three-bid system is (i) Preliminary Bid, (ii) Technical Bid and (iii) Price Bid-BOQ.

Bidder shall follow a Three-Bid system for selection of Qualified Bidders for the said work. 1st stage-Preliminary Bid, 2<sup>nd</sup> Stage – Technical Bid and 3<sup>rd</sup> - Stage Price Bid-BOQ. The bids will be evaluated as per the Pre-qualification criteria. The bidders of fulfilling the pre-qualification criteria will qualify for the next stage of bidding process i.e. Technical & Price Bid-BOQ. The tender document is floated in e-Procurement: [www.eprocure.gov.in](http://www.eprocure.gov.in), n-procure: <https://tender.nprocure.com> and DPA's websites: [www.deendayalport.gov.in](http://www.deendayalport.gov.in). The bid should be submitted in n-procure i.e. <https://tender.nprocure.com> only and no manual bids shall be accepted.

- 1.4 Preliminary Bid shall comprise of E.M.D. Fees, Tender Fees, Site visit Form (Section-VI) and Integrity Pact Agreement.

### **2 TECHNICAL BIDS:**

- 2.1 As part of Pre-qualification criteria requirements, the Bidders have to furnish requisite information for fulfilling the criteria of technical evaluation in accordance with the terms & conditions as per the formats along with supporting documents mentioned in this Tender Document.
  - I. Bidder shall log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time.
  - II. Bidder shall upload the duly filled Tender Form as per Section-6 Form-1 in the company letter head.
  - III. Bidder shall upload the Bid Security declaration as per Section-6 –Form-2 in company letter head and also, the bidder should send the hardcopy to the following address on or before the time of opening of technical bid.
  - IV. Bidder shall upload Integrity pact as per Section-6 –Form-3 along with other tender documents on a stamp paper. Also, the bidder should send the hardcopy to the following address mentioned at Section 1, 2.3 on or before the time of opening of technical bid.
  - V. The bidder shall upload the Profile of the bidder as per Section-6 Form-4.
  - VI. Bidder shall upload the published tender document duly signed with date and stamped on all pages by the authorized person affirming that they abide by all the conditions/clauses of the tender
  - VII. Bidder shall upload duly filled Section-6 Form-5 details of similar works executed in the past 07 years ending last day of completed month prior to notice inviting bid date. Also, copy of work order and its relevant Completion Certificates for all the said similar

- works to be uploaded.
- VIII. Bidder shall upload duly filled Section-6 – Form-6 with regard to average Annual Financial Turnover during the last 03 Financial Years ending 31.03.2024. The bidder should upload copy of profit/loss statement, balance sheet audited by Chartered Accountant for the preceding Financial Years ending 31.03.2024.
  - IX. The bidder shall upload Section-6 – Form-7 of Power of Attorney or Letter of Authority from the person holding valid power of attorney issued by the company in favour of the person authorized to sign the tender document etc.
  - X. The bidder shall upload Section-6-Form-9 Technical specifications (Along with relevant supporting documents) of the Tug offered by the bidder to be built and deployed in line with the specifications as mentioned in tender document.
  - XI. The bidder shall submit/forward Letter of acceptance as per Section 6- Form-10 up on receipt of Letter of Award from DPA.
  - XII. The bidder has to upload the format of List of documents to be submitted by the bidder as per Section-6 Form-11.
  - XIII. The successful Bidder(s) shall execute/sign the Agreement within 15 days from date of issue of Letter of Acceptance (LOA) as per Section-6- Form-12
  - XIV. The bidder shall upload an undertaking letter stating that the firm is not debarred or blacklisted by any Port/Central Govt/State Govt/ PSU/Pvt firm.
  - XV. The bidder shall upload the information regarding litigation if any or a letter of undertaking stating no ongoing litigations.

## 2.2 **Eligible Bidders:**

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

- i. The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause-3 of Section-1, regarding Eligibility Criteria.
- ii. All bidders shall fill the forms provided in Section – 6 to be submitted by Bidders with their bids.
- iii. Government-owned enterprises may participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the employer subject to fulfilment of Minimum Qualifying criteria.
- iv. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

## 3 **Eligibility Criteria:**

3.1 The Bidders shall fulfil the following pre-qualification criteria:

<b><u>FINANCIAL QUALIFICATION</u></b>		
<b>Sr. No</b>	<b>Pre-Qualifying Criteria</b>	<b>Supporting Documents</b>
.		

1)	Average Annual financial turnover during the last 3 years, ending 31 <sup>st</sup> March of previous financial year, should be at least Rs. 733.65 Lakhs certified by chartered accountant.	Turnover Certificate issued by the Chartered Accountant on their letter head along with UDIN.
<b>TECHNICAL QUALIFICATION</b>		
<b>Sr. No.</b>	<b>Qualifying Criteria</b>	<b>Supporting Documents</b>
2)	Experience of having successfully completed similar works/on-going works completed one-year or more with satisfactory performance certificate, during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: i) Three similar completed works, each costing not less than the amount equal to Rs. 978.2 lakhs, or, ii) Two similar completed works, each costing not less than the amount equal to Rs. 1222.75 lakhs, or, iii) One similar completed work costing not less than the amount equal to Rs. 1956.4 lakhs,	
	<b>(A)</b> A copy of the completion certificate in respect of the successfully completed similar work. The completion certificate should invariably mention the reference no. of work order, the date of completion and amount of work done.	
	<b>(B)</b> A copy of the work order should also be submitted for which the bidder is submitting completion certificate. <b>Note:</b> Such completion certificate should be issued on the letter head of the client and invariably reflect the following details: - 1) Name of Contractor 2) Name of Work 3) No. of work order/agreement and date 4) Contract value 5) Contract period 6) Date of commencement of work 7) Date of completion 8) Value of Work executed during the contract period/original contract period. 9) Date of issue of completion certificate.  <b>(C)</b> In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.	

	<p><b><u>Important:</u></b></p> <p>i. If a work is physically completed and completion certificate/performance certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.</p> <p>ii. In case of work consisting of multiple services/items submitted to avail the for fulfillment of the technical credential, only the part of work and amount shall be considered pertaining to similar works criteria.</p> <p>iii. Satisfactory Performance (Experience in last Seven (7) years): The Bidder should submit the documentary proof for satisfactory performance from the owners/clients to whom the Tugs were supplied on hire basis and operated successfully. For ongoing contract, the tenderer shall submit satisfactory performance certificate in place of completion certificate from the employer indicating contract value for the completed period of the contract for qualification. Completed value of work as on last day of month previous to the one in which applications are invited should be considered for qualifying criteria.</p>	
	<p><b><u>(C) Site Visit:</u></b> Upload duly signed document given at <b>Section-VI (Form No. 18)</b> towards evidence of site visit. (The bidder who has not physically visited the site and not uploaded document given at <b>Section-6</b>, will be declared disqualified at preliminary stage evaluation. The date of physical visit of site should be the date invariably prior to date of opening of preliminary bid. The mandatory site visit and uploading of document are exempted if there is declared travel restriction by central/state government).</p>	
3	<p><b>“Similar Works” definition</b></p>	<p>Similar work means: “Chartering of crafts on wet lease/hiring of crafts on wet lease/ owning &amp; technical maintenance including manning of crafts. Craft means which are self-propelled and registered under MS Act/other Registering Authorities which includes but not limited to ships, Tugs, supply vessels, off shore vessels, launches, boats, dredgers.</p>
<p><b><u>Note:</u></b></p> <p>I. The value of similar works completed by the bidder will be brought to current cost level by enhancing the actual value of work with the multiplication factor as detailed below for assessing the eligibility of the bidder under experience: kindly refer “Notice Inviting Online Tender – Pre-Qualifying Criteria-4”.</p>		

### 3.2 All bidders shall scan and forward legible scanned copies of the following

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**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 Bidder to commit the Bid.
- b. Total monetary value of similar works performed for each of the last seven years ending last day of month previous the one in which applications are invited.
- c. Experience in works of a similar nature and size for each of the last seven years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
- d. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years ending 31<sup>st</sup> March of the previous financial year with UDIN.
- e. Duly filled Forms mentioned in Section – 6
- f. PAN, Registration with GST, Provident Fund Authorities.
- g. EMD & Tender fee should be paid through online transfer in Bank of Baroda, Gandhidham Branch, from Nationalized/Scheduled bank. Legible scan copy of RTGS no. and date of transfer shall send for the purpose of realization.
- h. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- i. A certificate by the bidder that they have not been banned / black listed by any govt. Agency.
- j. Power of attorney (dully accompanied by resolution of Board in case of company).
- k. Qualifications and experience of key site management and technical personnel proposed for the contract.
- l. The proposed methodology and program of work, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones **(Not Applicable)**.
- m. The completion certification should invariably mention the reference no. of work order, the date of completion and amount of work done.
- n. The copy of the work order should also be submitted for which the bidder is submitting completion certificate.
- o. In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.
- p. Bidders should give an undertaking letter duly stating that the documents submitted by them in support of their credentials are genuine and DPA is at liberty to take any action against the bidder if the said documents are found to be non-genuine.
- q. Bidders should give an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation.
- r. At the time of submission of tender document, the bidder shall give an undertaking that no changes have been made in the document.

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Note:

- All uploaded scanned copy should be self-certified by authorised person with seal/stamp.
- Fraudulent documentation by bidders: Submission of fraudulent documents shall be treated as major violation of the tender procedure and in such cases the Port shall resort to forfeiture of SD/BG of the bidder, apart from blacklisting the firm for the next 3 years.

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

3.3.1 Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or

3.3.2 Record of poor performance such as abandoning the works, non – completion of the contract.

#### **4 One Bid per Bidder:**

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

#### **5 Joint Venture:**

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

##### **5.1 *Conditions for bid submission by Joint Venture:***

- (i) Companies/Contractors may jointly undertake contract/contracts. The number of partners in JV/Consortium shall be limited to maximum of two. Each entity would be jointly and severely responsible for completing the task as per the contract, however declaration of the Lead member (JV has to designate one partner as Lead Member in their MOU) to be indicated by bidders. The firms with at least 26% equity holding each are allowed to jointly meet the eligibility criteria.
- (ii) A legally binding Joint venture / Consortium Agreement signed by authorized signatories of all the partners of the JV/Consortium, as per the Proforma / Forms at Section -6, shall be enclosed with the bid.
- (iii) Power of attorney duly executed and signed by legally authorized signatories of all the partners, authorizing the Lead Partner (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV/Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner, as per the Proforma / Forms at Section -6, which shall be duly authenticated by a notary public or equivalent certifying authority, shall be



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

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documents.

## **6 PRICE BID:**

- 6.1 Bidders to duly fill the BOQ as part of "PRICE BID" Through n-procure only.
- 6.2 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- 6.3 The prices shall be quoted inclusive of all taxes, duties, and other incidentals charges like transportation, loading, unloading, boarding & lodging etc. except GST and should remain firm till completion of work. Applicable GST on the taxable value of supply of Goods or Services or both covered in this tender/contract will be paid by Port on production of bill mentioning GSTIN. Applicable Statutory recoveries including TDS under Income Tax, TDS under GST acts will be deducted/ recovered while accounting for or making payments to the contractor as per the applicable laws.
- 6.4 Currencies of Bid and Payment: - The unit rates and the prices shall be quoted by the bidder in Indian Rupees only.

## **7 Language of Bid:**

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

## **8 Documents comprising the Bid:**

The bid submitted by the bidder shall comprise the following:

### **A) Preliminary Bid:**

- (i) E.M.D. Fees, Tender Fees, Site visit form and Integrity Pact Agreement.

### **B) Technical Bid:**

- (i) Qualification information in accordance with clause of **Eligibility Criteria** shall be submitted.

### **C) Financial Bid:**

- (i) Bidders to duly fill the BOQ as part of "PRICE BID" Through n-procure only.

## **9 Bid Validity:**

- 9.1 Bids shall remain valid for a period of 180 days from the date of opening of the Technical Bid. A bid valid for a shorter period shall be rejected by the employer as non-responsive.
- 9.2 In exceptional circumstances, prior to expiry of the original time limit, the employer may request the bidders to extend the period of validity for additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request for which no penal action will be taken against the bidder.
- 9.3 A bidder agreeing to the request will not be permitted to modify his bid.

## **10 Bid Security (Earnest Money Deposit-EMD):**

The tender shall be accompanied by Earnest Money Deposit **Rs. 24,45,500.00/- (Rupees Twenty-Four Lakhs Forty-Five Thousand Five Hundred only)**. Tender not accompanied with EMD shall not be considered & their technical and

price bid will not be opened. The EMD shall be deposited through the form of Bank Guarantee drawn in favour of Board of Deendayal Port Authority, Gandhidham, from any Nationalized Bank / Scheduled Bank (except co-operative bank) having its branch in Gandhidham and same be uploaded on (n) procure website in Preliminary bid. **(Format available at Form No. 23 of Section -VI)**

In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification -2008 mentioned in "Notice inviting online Tender - Condition for EMD & Tender fee". Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along **with 'Bid Securing Declaration Form' (Form -2 in section VI)** in preliminary bid failing which the bid shall be considered non-responsive.

**(a) EMD:**

- (i) The EMD of successful Bidder will be refunded on submission of performance guarantee (in *Form in Section -6*) as per the tender clause and executing the agreement (in *Form in Section -6*) as per tender clause. The EMD of unsuccessful bidders other than L1 & L2 be refunded immediately after ranking of Bids. Earnest Money of L2 bidder shall be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.
- (ii) EMD will be refunded suo-motto without any application from the Bidders.
- (iii) The EMD of successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Guarantee.
- (iv) Earnest Money Deposit will not carry any interest.

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

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

**11 Submission of Bids:**

**11.1 Alternative Proposals by Bidders:**

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

**11.2 Format and Signing of Bid:**

The Price Bid to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf the Bidders.

**11.3 Amendment of Bidding Documents:**

- 11.3.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addenda through Online mode only.
- 11.3.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge the receipt of each addendum by cable to the Employer.
- 11.3.3 To give prospective bidders reasonable time in which to take an addendum in to account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids.

#### **11.4 Submission of Bids:**

Bidders who wish to participate in the tender will have to procure/should have legally valid Digital Certificate, as per Information Technology Act-2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by Government of India. All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the bidder may contact the following address:

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

The accompaniments to the tender documents as described under Clause 2 & **3 of Section- 1 and Section – V** shall be Scanned and submitted On-Line along with Tender documents. However, the originals/attested hard copies along with tender documents (except Price Bid), signed and stamped on bottom of each page in token of acceptance of Tender Conditions and shall have to be forwarded subsequently so as to reach the office of Marine Engineer Grade -I within 7 days of opening of the tenders.

#### **11.5 The envelopes shall be addressed to:**

Office of Marine Engineer Grade -I  
A.O. Building,  
Ground Floor, Room No 11  
Deendayal Port Authority  
Gandhidham  
Kutch, Gujarat – 370201.  
[rajdeo.kumar@deendayalport.gov.in](mailto:rajdeo.kumar@deendayalport.gov.in)  
[mech.marine@deendayalport.gov.in](mailto:mech.marine@deendayalport.gov.in)  
[mech.div.kpt@gmail.com](mailto:mech.div.kpt@gmail.com)

And bear the following identification:

**Accompaniments for** CHARTERING of "MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT OF CONTRACTOR OWNED 01 NOS. ASTDS-GTTP TUG FOR 15 YEARS AND EXTENDABLE BY 02 MORE YEARS" at DPA

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**Bid reference No.**  
**CME/Mech.Division/1548/GTTPtugs/2024**  
**Name and address of the bidder.**

**11.6 Deadline of Submission of the Bids:**

- 11.6.1 Bids must be received by the employer in On-Line System at websites <https://tender.nprocure.com> not later than **27.01.2025 up to 1500 hrs.**
- 11.6.2 At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document at <https://tender.nprocure.com> websites will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the Bidder, the conditions mentioned in the Port's uploaded document on <https://tender.nprocure.com> websites shall prevail.
- 11.6.3 The employer may extend the deadline for submission of bids by issuing an amendment on DPA website as well as on <https://tender.nprocure.com> in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 11.6.4 In case of tender documents being downloaded from the web site, at the time of submission of (the hard copy of) the tender document, the tenderer shall give an undertaking that no change has been made in document. Any discrepancy is noticed at any stage between the port's tender document uploaded on <https://tender.nprocure.com> and the one submitted by the Tenderer, the conditions mentioned in the port's tender document uploaded on <https://tender.nprocure.com> shall prevail. Besides, the Tenderer shall be liable for legal action for the lapses.

**11.7 Late Bids:**

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

**11.8 Modification and Withdrawal of Bids:**

- 11.8.1 Bidders may modify or withdraw their bids before the deadline of submission of bid or extension if any.
- 11.8.2 No Bid can be modified after the last date for submission of Bids.
- 11.8.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity including extension, if any. The bidder can be disqualified from the bidding process of DPA for a period of 03 years, may result in the forfeiture of Bid security i.e. EMD.

**13 Pre-Bid Meeting:**

- 13.1 The bidders or his official authorised representatives are requested to attend the pre-bid meeting and are requested to send their questionnaire if any to the communication address prior to the date of scheduled pre bid meeting. The bidders/representative of bidders who wish to attend the Pre-Bid meeting shall furnish the authority letter on the letter head of Bidder, for attending the Pre-Bid Meeting on behalf of bidder at the

time of Pre-Bid Meeting. The bidders shall submit their queries on or before the pre-bid meeting date. The clarifications shall be uploaded on Website <https://tender.nprocure.com> and [www.deendayalport.gov.in](http://www.deendayalport.gov.in).

Questionnaire may please be sent in the following email id's:

- i) [rajdeo.kumar@deendayalport.gov.in](mailto:rajdeo.kumar@deendayalport.gov.in)
- ii) [narendra.karkoti@deendayalport.gov.in](mailto:narendra.karkoti@deendayalport.gov.in)
- iii) [mech.marine@deendayalport.gov.in](mailto:mech.marine@deendayalport.gov.in)
- iv) [mech.div.kpt@gmail.com](mailto:mech.div.kpt@gmail.com)

### **13.2 Clarifications of the Bidding Documents:**

13.2.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing. The employer may respond to any request for clarification which are received within seven days prior to date of pre-bid meeting.

- a. The purpose of the meeting will be to clarify issues related to work and tender conditions.
- b. Pre – Bid clarifications will be uploaded in <https://tender.nprocure.com> or [www.deendayalport.gov.in](http://www.deendayalport.gov.in) website without disclosing source of enquiry.
- c. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- d. At any time prior to the deadline for submission of Bids, employer may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum.
- e. Those bidders who download the tender document from the website shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum. Bidder has to submit the bids considering the addendum issued online and also sign all the addendums issued by DPA.

**Sd./-**

**Signature & Seal  
of Contractor**

**Marine Engineer Grade -I  
Deendayal Port Authority**

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## **Section 2**

### **1. INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

For CHARTERING of "MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT OF CONTRACTOR OWNED 01 NOS. ASTDS-GTTP TUG FOR 15 YEARS AND EXTENDABLE BY 02 MORE YEARS" at DPA.

- i. The bidder shall obtain e-token from a licensed Certifying Authority of National Information Centre (NIC) such as MTNL / SIFY / TCS / n Code / e- Mudhra etc. to get access for Online Bid Submission through the n-procure site <https://tender.nprocure.com>. The intending bidder must have class-III digital signature to submit the bid.
- ii. Bidder should read the tenders published in the site and download the required documents / tender schedules for the tenders.
- iii. Bidder then logs into the site by giving the user id/password chosen during registration and password of the DSC/e-token.
- iv. Only one DSC should be used for one bidder. If a bidder uses more than one DSC token, the bid would summarily be rejected.
- v. Bidder should read the Tender schedules carefully and submit the documents as per the Tender.
- vi. If there are any clarifications required, the same may be clarified during the pre- bid meeting.
- vii. Bidder should take into account the corrigendum/addendum published (if any) before submitting the bids online.
- viii. Bidder must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in the required format. If there is more than one document, they can be clubbed / combined / merge together.
- ix. The bidder should read the terms & conditions and accept the same to proceed further to submit the bids.
- x. Tender Fees: Rs. 5,900/- (incl. of GST) shall be made through online payment mode in Bank of Baroda, Gandhidham Branch, a/c no.: 10080100022427, IFSC Code: BARBOGANKUT. EMD: Rs. 24,45,500.00/- (Rupees Twenty Four Lakhs Forty Five Thousand Five Hundred only). The EMD shall be deposited through the form of Bank Guarantee drawn in favour of Board of Deendayal Port Authority, Gandhidham, from any Nationalized Bank / Scheduled Bank (except co-operative bank) having its branch in Gandhidham.( Format available at Form No . 23 of Section -6)
- xi. The details of NEFT/ DD instrument / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the bid submitted will not be acceptable.
- xii. The tendering system will give a successful bid updating message and then a bid summary will be shown with the bid no:, the date and time of submission of the bid and all other relevant details. The bidder has to submit the relevant documents required as indicated in the cover content.
- xiii. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
- xiv. The bid summary will act as a proof of bid submission for the subject tender and will also act as an entry point to participate in the bid opening date.
- xv. For any clarifications regarding the Tender, the bid number can be used as a

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- reference.
- xvi. Bidder should log into the site well in advance for bid submission so as to submit the bid in time (i.e.) on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.
  - xvii. Each document to be uploaded online for the tenders should within the file size limit as specified in the n-procure portal. If any document is more than the mentioned file limit, it can be reduced by scanning at low resolution and the same can be uploaded.
  - xviii. For any queries /Clarification for n-procure, the bidders kindly refer NIT.
  - xix. Tenderer is required to submit their tender through online in the form of Three Cover System on or before schedule bid due date of closing and time as notified in NIT. The tender received after the due date and time will not be entertained and shall be summarily rejected.
  - xx. Tender Document can be submitted online only in the designated n- procure portal <https://tender.nprocure.com> on or before the due date and time. The time of opening of Preliminary bid will be as notified in the NIT or corrigendum, if any .
  - xxi. Tenderer should submit the tender as per specification of work, drawings and in accordance with the instructions to bidders, General Conditions of Contract.
  - xxii. Every document should be clearly & visible, specifically named and separately uploaded for its identification.

**Sd./ -**

**Signature & Seal  
of Contractor**

**Marine Engineer Grade -I  
Deendayal Port Authority**



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## **Section 3**

### **1) DEFINITIONS:**

In the contract (as hereinafter) defined the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise required. Terms which are defined in the Bid Data are also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

- (a) "BOARD" – The Board means the Board of Deendayal Port Authority, a body corporate under Major Port Authorities Act. 2021, including their successors, Engineer/representatives and assigns.
- (b) "CHAIRMAN" means the Chairman of the Board and includes the person appointed to act in his place under Major Port Authorities Act. 2021.
- (c) "CONTROLLING OFFICER" means "Engineer / Engineer-In-charge / Nodal Officer" appointed by the DPA to perform the duties delegated by the Employer whose authority shall be notified in writing to the contractor.
- (d) "ISPS" means International Ship and Port Facility Security Code.
- (e) DPA (For "MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT OF BIDDER OWNED 01 NOS. ASTDS-GTTP TUG FOR 15 YEARS AND EXTENDABLE BY 02 MORE YEARS") means Board of Management of DPA.
- (f) "EMPLOYER" means Deendayal Port Authority and includes the legal successors or permitted assigns of the Employer.
- (g) "THE CONTRACTOR OR SUCCESSFUL BIDDER" means the person or persons, firm, corporation, or company whose tender has been accepted by DPA and includes the contractor's servants, agents, workmen, personal representatives, successors and permitted assigns.
- (h) "CONTRACT" means the Bid which includes Instruction to Bidders, General Conditions of Contract, Form of Tender, Manning, Operation, Maintenance And Complete Technical Management Agreement, Technical Specification, Letter of Acceptance, Bank Guarantee in respect of satisfactory performance of contract, scope of work, sections, queries raised by the Bidders before and during the pre-bid meeting, written replies and any addendum/ corrigendum thereto, related correspondences with the Bidders and all correspondences leading to the award of contract should form part of the contract document etc. Any addendum thus issued to all the Bidders and answers to the queries raised during the pre-bid meeting will form part of the Contract document.
- (i) "CONTRACT PRICE" means the total sum of money to be paid by DPA to the contractor for satisfactorily rendering the services as per the contract subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained.
- (j) "APPROVED/ APPROVAL" means the approval in writing.
- (k) "O&M" means Manning, Operation, Maintenance and Complete Technical Management of the ASTDS- GTTP Tug at DPA Port Limits, neighbouring port and other areas as required by the DPA.
- (l) "CONTRACT PERIOD" means currency of contract period including extension period if any.

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- (m) "CONTRACT RATE" means Charter Rate per day of 24 (twenty-four) hours quoted by the bidder, as per BOQ, for Supply, manning, technical operation and maintenance of 01 No. 60 T Bollard Pull ASTDS- GTTP Tug.
  - (n) "AGREEMENT" means agreement between the successful Bidder/Bidders and DPA for charter of tug.
  - (o) "PAID DOWN TIME" means the time during which the ASTDS-GTTP Tug owned by the Successful Bidder/ Contractor is/are not available for operations due to any reasons with prior permission obtained from DPA and the daily hire rate is payable during this period. This period is for maintenance of the tug so as to ensure smooth uninterrupted operations.
  - (p) "BREAKDOWN" means the time during which the ASTDS-GTTP Tug owned by Successful Bidder/ Contractor is/are not available for mentioned operations as per requirement of DPA and for which no prior permission has been obtained from Employer or his representative and also it is not of planned nature.
  - (q) "IN WRITING" or "WRITTEN" means a letter handed over from the DPA to the Successful Bidder or vice versa, a registered letter, Official e-mail, telex, tele-fax or other modern form of written communication.
  - (r) "AUDITOR" means a statutory auditor as defined in the Company's Act.
  - (s) "The Specification" shall mean the specifications annexed to the conditions of contract as Annexure-A: General Specifications of GTTP Phase-1, published by MoPSW and Annexure-B: Technical Specification GTTP Phase-1, published by MoPSW & other amendments/variations issued in this regard, Including the specifications mentioned in the Tender Documents for Port specific requirements.
  - (t) "Bank" means Scheduled/Nationalized bank having its branch at Gandhidham-Kutch.
  - (u) The date of acceptance of tug by DPA will mark the commencement of the tender period for individual Tug.

## **2) INSTRUCTION TO BIDDERS:**

- i. Bids are invited by DPA from experienced and eligible bidders meeting the minimum qualifying for chartering of 01 number 60 T Bollard Pull Tug at 100% of Thruster Speed for a period of 15 (Fifteen) years. The first stage shall contain preliminary bid , second stage shall contain technical bid and Third stage contains the Price bid-BOQ.
- ii. Bidders are required to submit the tender offer in the form of three bid system on or before due date as mentioned in the NIT.
- iii. The bidder shall make his all efforts to ensure the correctness of documents available in the website. Clarification required if any shall be raised in Pre-bid meeting.
- iv. The bidder is expected to examine all instructions, forms, terms and specifications in the tender document and furnish the bid in full with required documents. Failure to comply the requirements of the tender will be at bidder's own risk. It would be deemed prior to the submission of the bid that the bidder has made complete and careful examination of requirements and other information set out in the tender document including inspection of site.
- v. The Bidder shall bear all cost associated with the preparation and submission of his bid.

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- vi. The Bidder shall upload the e-bid well on time and to avoid last minute rush.

### **3) REQUIREMENTS OF 60 T BOLLARD PULL TUG:**

- i. The Tug to be supplied by the bidder shall be an ASTDS- GTTP compliant Tug as on the date of issuance of the tender, built under the Green Tug Transition Program promulgated by the Ministry of Ports, Shipping and Waterways vide Office Memorandum –SY-13013/1/2020-SBR dated 27th December 2023.
- ii. The offered tug must be registered under Indian Flag with manning as per MS Act and subsequently to be deployed to put on charter for operation at DPA as per the scope of work and to engage in voyage between Ports.
- iii. The offered Tug must be compliant with ASTDS- GTTP specifications notified for the ongoing phase of GTTP at the time of commencement of contract work at DPA (Year of built to be determined based on month and year of built mentioned in ASTDS - GTTP compliance certificate of the tug).
- iv. In case of non-supply of tug during the stipulated period mentioned in the tender due to any reasons other than Force Majeure/ any extraordinary circumstances not attributable to the successful bidder, per, the successful bidder shall be liable for penalty, as per daily charter hire rate. In case the bidder defaults by not fulfilling the requirements of the tender, such parties shall thereafter be barred from participation in further tenders for hiring/chartering of any type of vessel for all Ports under the Ministry of Ports, Shipping and Waterways (MoPSW).
- v. The bidder should adhere to the requirements and specifications for the offered tug as per tender document and (Annexure –A & B) Technical and General specification published by MoPSW .
- vi. Tug should be manned as per MS Act and ready in all aspect for proceeding to nearby port with existing crew if warranted. Though the tug will be predominantly operating in harbour water the manning should be as per MS Act for safety and exigency purposes.
- vii. Since the tug are on long term hire/charter with DPA, in case DPA warrants, internship training for students the same to be given as per DPA 's instructions.
- viii. The offered Tug should display the Name of the Port along with port Logo on both side in the accommodation area or in a conspicuous location as per DPA 's requirement. Adequate lighting to be provided in that area to enables identification by other Tug and ships at night time.

### **4) Pre-Qualification Criteria : (Kindly refer the Section -1 Clause No 2 (3) "Eligibility Criteria:" and NIT)**

### **5) BID SECURITY DECLARATION: (Kindly refer the Section -1 Clause No 2 (12) and NIT)**

### **6) INTEGRITY PACT:**

The Bidder shall upload Integrity pact as per Section-6 –Form-III along with other tender documents in a stamp paper. Also, the bidder should send the hardcopy to the communication address on or before the time of opening of technical bid. Duly seal and sign of the company.

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Note :-

1. The bidder has to execute Integrity Pact Agreement with Deendayal Port Authority (as per Bid Response Sheet No. 10) as per procedure given under Section 2 of the tender documents
2. At present, the matter related to nomination of IEMs for DPA is under consideration of Hon'ble CVC. After getting nomination, the appointment order for two IEMs will be issued in due course and the name and contact details of IEMs will be shared with the potential bidders / Successful bidder.

Scanned copy of pre- contract Integrity 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.

#### **7) NO. OF BID SUBMISSIONS:**

Each bidder/ Consortium shall submit only one bid. A bidder/ member of the consortium who submits or participates in more than one bid will cause all the proposals with such entity's participation to be disqualified. Firms participating as consortium shall ensure that they are part of only one bid submission, failing which all the proposals of the firm shall be summarily rejected.

#### **8) TENDER VALIDITY:**

The tender shall remain valid for a period of 180 days from the date of opening of the technical bid. DPA reserves the right to seek extension of the validity period. The request for extension and response thereto shall be made in writing. However, the bidder agreeing to the request shall not be permitted to modify the tender. In the event of agreeing to the extension, the bidder shall correspondingly extend the validity of the tender suitably against this tender.

#### **9) COST OF TENDER:**

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

#### **10) PORT VISIT:**

The Bidder, at the Bidder's own responsibility and risk is encouraged to visit the port and examine the Site of Work area and its surroundings and obtain all information that may be necessary for preparing the Bid. All costs associated with such visit to the site shall be borne by the bidder. DPA will not entertain any claim whatsoever regarding the site conditions and performances for workability in the area covered under this Tender.

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Upload duly signed document given at Section -6 towards evidence of site visit. (The bidder who has not physically visited the site and not uploaded document given at Section -6, will be declared disqualified. at preliminary bid stage The date of physical visit of site should be the date invariably prior to date of opening of preliminary bid. The mandatory site visit and uploading of document are exempted if there is declared travel restriction by central/state government).

#### **11) RIGHT TO ANNUL THE BIDDING PROCESS:**

Notwithstanding anything contained in this tender document, DPA reserves the right to annul the bidding process at any time without any liability or any obligation for such annulment, without assigning any reason. DPA reserves the right to reject any or all tenders without assigning any reasons thereof and shall also not be bound to accept the lowest tender.

#### **12) AUTHORITY FOR SIGNING TENDER DOCUMENT:**

- i. The bid documents including price bid and other documents pertaining to this tender shall be signed by the authorized person who is nominated as Power of attorney as per Section-6 – Form-VII. Single entity means any proprietary firm, partnership firm corporation, company and not joint venture.
- ii. For proprietary firm documents required are: Shop & establishment, License, Sales Tax License, GST, Income Tax PAN No/ Copy of returns, Identification of the proprietor.
- iii. For partnership firm documents required: Partnership deed, Income Tax PAN number/Income Tax returns, GST, Partners' authorization in power of attorney
- iv. For Private Limited/Public limited company documents required: Article/Memorandum of Association Certification of Incorporation, PAN No, Resolution of company to authorize person to enter the agreement or Power of Attorney. Bidder should submit the details of contracts executed in accordance with schedule, with copy of the agreement/work orders etc. in support of the contracts, having been executed.
- v. In case of a Company, Agreement has to be signed by an authorized person where such authority is derived from a Board Resolution and a copy of such Board Resolution/ Declaration duly attested by the Company Secretary/Director of the Board of Directors of the bidding Company is to be enclosed as a proof of authority.(required to be submitted Notarised copy)
- vi. For joint venture / Consortium kindly refer the Section-1 Clause No. 5.

#### **13) PRE BID MEETING: (Kindly refer to Section-1 Clause No 1.3 )**

#### **14) ADDENDUM / CORRIGENDUM OF TENDER DOCUMENTS:**

At any time prior to the last date for submission of tenders, DPA may for any reason whatsoever change or modify the tender documents by issuing addendum/corrigendum in n-procure & DPA website. The amendment so carried out will form part of the tender and shall be binding upon the Bidders. Bidders are advised to regularly monitor the website for Addendum/Corrigendum to get updated for any

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changes.

**15) SUBMISSION AND CLOSING DATE OF TENDER:**

The Bidder shall submit the bid (Preliminary, Technical Bid and Price Bid) through n-procure mode prior to last date and time of bid submission as indicated in the NIT. No hard copy submissions shall be permitted except specifically mentioned for submission in this tender.

**16) BID OPENING AND EVALUATION:**

1. The tender shall be evaluated on the basis of documentary evidences and quoted rates in the enclosed format of BOQ. Evaluation of tender shall be as per Clause 16 of Section 3. Normally the price of the lowest bidder is accepted, but DPA is not bound to accept it and may discharge the tender without assigning any reasons. The bidder should not indicate the quoted rate directly or indirectly in Preliminary bid or Technical Bid documents. Any such offer shall disqualify the tender forthwith.
2. For the Pre-qualification stage, the bidders have to furnish information on their Preliminary and Technical capability in Stage I-II in accordance with the conditions and formats specified in this Tender Document, Non-compliance will lead to rejection of their bid. During Tender evaluation, if required, DPA shall seek the clarification from the bidder based on uploaded document. Additional/supplementary documents shall not be considered.
3. Any effort by the bidder to influence the bid evaluation, comparison or contract award decision may result in the rejection of bid.
4. On the day of bid opening as mentioned in the NIT, the stage I (Preliminary bid) will be opened through n-procure only. 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. If any Bid contains any deviation from the Bid documents and / or if the same does not contain Bid security i.e., E.M.D. fees, integrity pact, site visit form and tender fees in the manner prescribed in the Bid documents, then that Bid will be rejected.
5. The Stage - II containing the Technical Bid of all the Preliminary qualified bids will be opened. Those bids have been determined to be responsive to the requirements of the tender will only be evaluated. Other non-responsive bids will be rejected.
6. The Stage - III containing the online Price Bid of all the Technically qualified bids will be opened by DPA through n-procure portal only. The Stage - III (Price Bid) of the bidders who fail to Pre-qualify will not be opened.
7. An e-Tendering proposal shall be considered responsive if:
  - a) It is received by the proposed Due Date and Time.
  - b) It contains the information and documents as required in the bid document.
  - c) Contains Bid declaration form in lieu of E.M.D.

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- d) It contains information in formats specified in the Tender document.
  - e) It mentions the validity period as set out in the document.
  - f) There are no significant inconsistencies between the proposal and the supporting documents.

#### **17) EVALUATION OF BIDS (Price bid):**

- a. After getting technically qualified, the bidder quoting the lowest price will be considered for acceptance.
- b. If in the opinion of DPA, the rate quoted by successful bidder is abnormally high/low compared to the estimated cost of the work, the employer may ask the clarification from the bidder to produce detailed price analysis with justification for all items of the bill of quantities.

#### **18) AWARD OF WORK :**

- 1. DPA shall intimate the successful L1 Bidder by writing through mail or letter of award (LOA) confirming that their offer has been accepted. The L1 bidder can give their consent by way of Letter of Acceptance (LOA).
- 2. After opening of the tenders, information relating to the examination, clarification, evaluation and comparisons of tender and recommendations concerning the award of contract shall not be disclosed to Bidders or any other persons. Any efforts by the Bidders to influence the DPA in the process of examination, clarification, evaluation and comparisons of tenders and decisions concerning the award of contract shall result in rejection of the Bidder's tender.
- 3. The successful Bidder shall send the Consent of Acceptance (COA) **within reasonable period of time not exceeding 15 days** of issue of the (LOA). In case the successful Bidder fails to send the Letter of Acceptance within the period stipulated above, the LOA is liable for cancellation and the Bid Security Declaration of such successful Bidder shall be forfeited.
- 4. Any correspondence/clarification /requests etc., whatsoever received from the Bidder after the receipt of the Letter of Acceptance by DPA shall not be entertained and no extension of time will be granted. The decision for such an extension if any will be at the discretion of DPA.
- 5. The successful Bidder(s) shall sign the Agreement within 14 days from the date of receipt of Letter of Acceptance by the successful Bidder. The successful Bidder shall furnish the **Security Deposit cum Performance Bank Guarantee an amount equal to 10% of the accepted tender annual value** for the entire period of the contract total of 17 years i.e. up to 02 years (mobilization period) + 15 Years of (charter period) prior in the form of Bank Guarantee (BG) with claim period of twelve months before signing the agreement.
- 6. The Performance Guarantee shall be submitted by the successful bidder within 21 days from the date of receipt of L.O.A. in form of Bank Guarantee or Demand Draft issued from Nationalized/ Scheduled bank (except co-operative banks), having its branch at Gandhidham. The Performance BG shall be released within three months after completion of the contract period, deducting the recovery of any claim of DPA.

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7. If the successful Bidder fails to execute the agreement within the stipulated time to sign the Agreement, the Letter of Award is liable for cancel.
  8. The Chief Mechanical Engineer will issue the Letter of Acceptance (Section -6) intimating the successful bidder about the proposed pre-acceptance of tender.
  9. Party has to submit the followings after issue of LOA as:
    - i) The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value (at present Rs.300/- )
    - ii) The Agreement should be submitted in duplicate and the date of execution is to be kept blank.
    - iii) Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name.
    - iv) If the Contractor is a partnership contractor, then a notarized copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.
    - v) If the agreement is signed by a Partner/ a Director/ an authorized person of the contractor, in such case, a notarized copy of the power of attorney/ letter of authority given by the contractor/ company to the signatory of the contractor is to be submitted.
    - vi) The entire agreement should be in type written form/ computer printed form.
    - vii) Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.
    - viii) All corrections/ additions made in the agreement are to be initialed.

#### **10. Issue of Work Order:**

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

#### **11. Corrupt or Fraudulent Practices:**

- a. The employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the employer:
  - (a) defines the following for the purpose of these provisions:
    - (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
    - (ii) "fraudulent practice" means a misrepresentation of facts, false documents in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice among Bidders (prior to or after bid submission)



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

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

**Sd./-**

**Signature & Seal  
of Contractor**

**Marine Engineer Grade -I  
Deendayal Port Authority**

## **Section 4**

### **1) SCOPE OF WORK FOR CHARTER OF 01 Nos 60 T BOLLARD PULL ASTDS- GTTP TUG:**

- 1.1 The contract involves supply of 01 No. 60 T Bollard Pull ASTDS- GTTP Tug at 100% of Thruster speed to DPA for a Period of 15 (Fifteen) years as per broad specifications stipulated in the tender with full crew, provisions and all stores excluding electricity and fuel for operations in DPA. As Section (4) Clause 2 with the following requirements:
- 1.2 The offered tug shall be ASTDS- GTTP compliant as per the as per Ministry of Ports, Shipping and Waterways File No.SY-13013/1/2020-SBR Dt.27.12.2023 office memorandum for charter /procurement of tugs by Major Ports circular drawing guidelines, Technical Specifications and General Specifications published by MoPSW.
- 1.3 The offered ASTDS-GTTP tug must should register under Indian flag as per Section-4, Clause-2. Tug to be put in operation within stipulated time. The Bidder is required to submit all the specification of the tug to be offered to DPA as per Section-4, Clause-2 including the certificate of class for Fi-Fi and certificate of ASTDS-GTTP Compliance.

### **2) TECHNICAL SPECIFICATIONS: Kindly Refer "Annexure-B":**

- 1.1 Condition mentioned under Annexure-A: General Specifications of GTTP Phase-1, published by MoPSW and Annexure-B: Technical Specification GTTP Phase-1, published by MoPSW & other amendments/variations issued in this regard mentioning the obligations from buyer side will be directly deal with Ship builder, IRS Class, MMD etc. DPA will not involve in any of such obligations.

Indicative specifications for 60 Ton Bollard Pull ASTDS – GTTP Tug at 100% of Thruster speed:

<b>SNo</b>	<b>Parameter</b>	<b>Criteria</b>
1.	Length	Kindly refer Annexure-B
2.	Breadth and Depth	Kindly refer Annexure-B
3.	Draft	Kindly refer Annexure-B
4.	Bollard Pull	Steady /Sustained Bollard Pull of not less than the required bollard pull at 100% of Thruster speed and should be capable of pulling and pushing simultaneously From either forward or aft of the tug depending on the mode used for operations that is forward and or aft of the tug. Also capable to pull from forward and aft of the tug. The Bollard Pull Certificate should be issued by a Classification Society which is a member of IACS not older than 06 months.
5.	Year of Build	Not more than the One year older than the last date of submission of Bid.
6.	Type Steerable	Kindly refer Annexure-B
7.	Propulsion Motor	Kindly refer Annexure-B

8.	Battery Capacity	Kindly refer Annexure-B
9.	Charging Time	Kindly refer Annexure-B
10.	Auxiliaries	Two nos. Generators of minimum total capacity of 1800 KW. Following power requirements shall be catered by the Generators: i) Fire Pumps for external firefighting with Fire Monitors as required by FiFi Class 1 for full FiFi and other equipments installed on the tug. ii) To give power sours to all emergency operations including powering to propulsion thrusters in Hybrid Mode and to increase the endurance (Clause no. 85 GTTP - Technical Specification).
11.	Speed	12 Knots under normal weather conditions.
12.	Towing Arrangement	Quick release aft tow hook with adequate strength for the towing operations, Minimum 60 BP capacity.
13.	Communication	As per the statutory requirements.
14.	Navigation Equipment	As per the statutory requirements.
15.	Manning	As per requirements of MS Act/Coastal voyages & should comply MLC.
16.	Accommodation Requirements	As per MLC requirements for crew to stay 24x7x365
17.	Air Conditioning Requirement	Yes, with positive pressure for handling gas carriers like LPG & LNG
18.	Towing Lines	94 mm diameter of 01 Nos. of 110 m long on the drum and spare 01 Nos. of 110 m long polypropylene ropes for towing purpose.
19.	Registration	Under the Merchant Shipping Act 1958
20.	Class	Indian Register of Shipping / IACS
21.	Fendering	Suitably fendered so as to enable the tug to safely push/pull, as required for Shipping operations.
22.	Special Conditions	<ol style="list-style-type: none"> <li>1. Tug should also be suitable for Assisting push/pull as required for Shipping operations. LNG Ships and terminal</li> <li>2. Tug should be capable for assisting (Push/Pull) with sufficient and safe freeboard.</li> <li>3. Tug should have certified hose for Bunkering, Oil Boom to prevent oil Pollution.</li> <li>4. All round visibility is essential for Tug Master operation, Provision for giving shore power to be provided with compatibility to receive power from Propulsion battery charging facility.</li> </ol>

23.	Optional Requirements of Deendayal Port Authority (DPA)	<ol style="list-style-type: none"> <li>1. External firefighting: - Full FiFi – 01 with minimum 5000 litres of foam compound initial supply (kindly refer 816 Pg No 53 of Annexure – A)</li> <li>2. Aft Towing hook of 60 T Bollard Pull Capacity, kindly refer 435 Pg No 33 of Annexure –A</li> <li>3. Oil Spill response equipments with 1000 litres OSD of initial supply: <ol style="list-style-type: none"> <li>i) Oil spill dispersant arm</li> <li>ii) Oil spill containment boom</li> </ol> (kindly refer 48 Pg No 34 of Annexure –A)</li> </ol>
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1.2 The contractor shall supply and keep on board minimum of 94 mm diameter 01 no. of 110 m long tested polypropylene rope on the drum and additional spare 01 nos. of 110 m long of similar capacity tested polypropylene ropes of adequate strength for towing purposes at all times. Additional mooring ropes for securing the tug at jetty shall be in the scope of the contractor till the completion of contract.

1.3 The tug offered must be fitted with dual-purpose monitor/s for external firefighting. The firefighting system must be capable of using foam from its internal tanks. The capacity of the firefighting system must be minimum FiFi-I Class as below:

- i. Full FiFi – 01 (one) no. 60 T Bollard Pull ASTDS-GTTP tug Capable for fighting POL, LPG and LNG fires.

1.4 Upon expiry / consumption of Initially supplied foam compound and OSD shall be re-filled by the contractor till the Contract period. However, the use of foam compound & OSD for DPA purpose only, shall be reimbursed/supplied by DPA as per actual basis.

1.5 The whole reach and burthen of the tug, including lawful deck capacity is to be at DPA 's disposal, reserving proper and sufficient space for the tug's master, officers, crew, tackles, apparel, furniture, provisions and stores.

1.6 On the date of commencement of the service, the tug shall have completed all the necessary surveys and be in possession of all valid certificates including certificates mentioned under Annexure-A & B.

1.7 Joint On hire survey/Off hire survey will be carried out at DPA site in the presence of DPA 's Representative by Competent surveyors to assess the quantity of fuel on board. On hire and off hire survey at Contractor's time on contract.

1.8 DPA shall be the port of delivery and the contractor's port of redelivery to take over and pay for all fuel remaining in the tug.

1.9 The tug shall be used for various lawful services required by DPA including towing, docking and undocking of vessels at DPA and any neighbouring port round the clock (24 hours a day) and throughout the contract period including but not limited to:

- i. Berthing and un-berthing of vessels in port.
- ii. To stand by as fire float, Oil spill dispersant spraying boat etc.

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- iii. To assist in double banking by way of acting as docking Tug/Crafts/Barge.
  - iv. To maintain communication by VHF.
  - v. Assist in buoy operations.
  - vi. All other operations required in connection with docking / undocking operations of vessels at Port and related to Harbour conservancy and / or movement of vessels within the port and such other operations as are conventionally performed by Port Tug. In addition, render assistance to neighbouring port as and when required with coastal Manning as per MS Act.
- 1.10 In the event the tug being unable to perform any of the operations, no hire charges shall be paid by the DPA to the Contractor and penalty Section 4 Clause 6 and Termination Section 4 Clause 19 shall apply.
- 1.11 The contract involves chartering of 01 Nos. 60 T Bollard Pull ASTDS- GTTP Tug at 100% Thruster speed by DPA for a period of 15 (Fifteen) years as per broad technical specifications stipulated in "Scope of Work and Annexure – A & B" with full crew, provisions and all stores including lubricants.
- 1.12 DPA is chartering the Tug for carrying out shipping operations 24 Hrs X 7 Days, at DPA and neighbouring port as per request and the tug shall also be made available for 24 Hrs during the Charter period except allowed maintenance period (Paid Downtime) allowable to them. The controlling officer of the tug shall be the Controlling Officer or his representatives of DPA and the crews of the tug shall comply with all instructions from the Dy. Conservator of DPA and/or his/her representative.
- 1.13 The crews of the tug shall take instructions regarding the operations from Dy. Conservator of DPA or his/her representatives.
- 1.14 All operational costs including crew Wages, Allowance, Victualing, Insurance of Personnel, Hull and Machinery, Protection and Indemnity, Stores, Lubricants and equipment will be borne by the Contractor. Repairs, Survey and other requirements to keep the tug operational will be to Contractor's account and during any absence of the tug from duty or inability of tug to perform for these or any other reasons, will result in non-payment of hire charges, for the period tug were not made available and penalty Clause of the Charter Party Agreement shall apply.
- 1.15 On the date of commencement of the service, the Tug offered/or initial substitute Tug shall have completed all the necessary surveys and shall be in possession of all valid certificates.
- 1.16 The Contractor will be responsible for any damage suffered due to failure of the Tug or errors of the Tug Master and crew or any reason whatsoever.
- 1.17 The Contractor shall be responsible for the injuries, loss of life to the Tug crew/Port personnel while carrying out the operation of the Tug. The Contractor shall also be responsible for the damage to the Port's property or to any third party in case of any such event arising out of the operation of the tug. Any claims in this regard shall be to the Contractor's account.
- 1.18 The Chartering will be for a period of 15 (Fifteen) years for 01 No: 60 T Bollard Pull Tug at 100% of Thruster speed from the date of providing the Tug on charter by the Contractor to DPA. DPA will pay the chartering rates at the original rate at
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same terms & conditions throughout contract period along with extended period if any.

- 1.19 The Tug shall be available for the Port operations on all days of the year except for the allowed maintenance period of one day for each Tug in a month. The Bidder shall be eligible for total of 12 days in one year (i.e.) 24 hours each month each Tug as allowed maintenance period for one contract year during the currency of the contract period. However, the contractor must take prior permission in writing of the Dy. Conservator, D.P.A, before laying up the tug to carry out any maintenance work or repairs or surveys, etc. A maximum of 12 days of downtime will be permitted at a time. During the permissible downtime, charter rates will be paid. No downtime balance at the end of the year will be carried forward and will lapse. Breakdown can also be debited against downtime. During the remaining period except those mentioned above, the Tug should be made available for operations or other duties including maintenance of Navigational aids, deployment of buoy etc. as directed by the Dy. Conservator, DPA or his authorized Representative(s).
- 1.20 The Contractor shall ensure that the Tug are in state of constant readiness and shall be ready for movement at 10 min notice on usual circumstances. The Tug shall be used as and when required and as instructed by the Controlling Officer or his authorized representative(s). The Master and Engineer shall maintain deck and engine log book respectively and the same shall be submitted to the scrutiny of the Dy. Conservator, DPA or his authorized representatives(s), whenever requested. The completed log book shall be sent to the Dy. Conservator, DPA's Office at the end of every month for checking by Officer designated by the Dy. Conservator, DPA. The battery performance, fuel oil issue and consumption, maintenance details, Engine speed and load, repairs and all-important events that are taking place shall be logged in chronological order in the log books.
- 1.21 The Contractor shall comply with Indian Merchant Shipping Act, Indian Ports Act, Harbour Craft Rules and Regulations if any of DPA's and any other legislation related to operation of ASTDS-GTTP Tug
- 1.22 The Contractor shall be solely responsible for reporting simultaneously to Dy. Conservator, DPA, EIC/Nodal Officer and the Police Department immediately of any serious or fatal accidents on the Tug or at any place belonging to the Board including premises leased to or by the Board to any of his employees / workmen engaged by him. The Contractor shall indemnify DPA against any claims or actions arising there from.
- 1.23 The Contractor has to pay the Wages to the crew engaged by them. The Contractor has to take the insurance policy covering all type of risks of all employees, crew and vessel throughout the charter period including Hull and Machinery Policy. The payment of wages to the crew as per MS Act MUI /NUSI agreement. Failure to make payment of wages to the crew, DPA will make the wage payment and recover from the monthly bills payable to the Contractor. In the event of insufficient funds, DPA will be at liberty to encash the Performance Guarantee
- 1.24 The Contractor shall carryout the works strictly in accordance with the contract to the satisfaction of the Controlling Officer i.e. Engineer-In-charge / Nodal Officer or his authorized representative and shall comply with and adhere strictly to his instructions and directions on any matter (whether mentioned in the contract or

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- not) all within the Natural Capabilities of the tug.
- 1.25 The Contractor shall not otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs or permit or suffer any such importation, sale, gift, barter or disposal by his agent or employees.
  - 1.26 The Contractor shall not indulge in any smuggling or illegal activities, give, barter or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit or offer the same as aforesaid.
  - 1.27 The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the work against the same. In case, Engineer-In-charge / Nodal Officer receives complaints of indiscipline or refusal to carry out the orders of his authorized representative the same shall be viewed seriously and charter rate for the day shall be deducted as a penalty and for serious offences, the concerned personnel shall not be allowed to operate the tug and suitable replacement shall be arranged by the Contractor within 48 hours. If the offence is serious, Engineer-In-charge / Nodal Officer shall inform to the concerned enforcing authorities
  - 1.28 The Contractor shall obtain necessary clearance, as required, from D.G. Shipping, Ministry of Ports, Shipping and Waterways, and Customs etc. for deploying the tug for service in Engineer-In-charge / Nodal Officer before tug is put into service. The tug shall be registered as per the statutory requirements of D.G. MS Act (Shipping) complying statutory obligations.
  - 1.29 The Successful Contractor has also to carry out all operations at the maximum capacity of the tug during emergency situation(s), if required, at no extra cost to Engineer-In-charge / Nodal Officer. The Penalty clause shall apply in case of failure of Contractor to fulfil such assignments.
  - 1.30 Security of the tug, its appurtenances and crew will be the Contractor's responsibility.
  - 1.31 On the date of commencement of the contract, tug shall be staunch, strong, weather and watertight and shall have completed all the necessary surveys and in possession of valid statutory certificates.
  - 1.32 It shall be the responsibility of the Contractor to prove that the tug operates at required Bollard Pull before commencing the contract and also whenever required to prove the bollard pull during the currency of the contract at contractor's cost and time.
  - 1.33 The Tug should be manned under (Merchant Shipping Act) under coastal Manning Guidelines in force issued by DG Shipping. The Manning should also comply with ILO/Statutory Provisions for sufficient Work rest hours to all crew members for safe operation of tug as per guidelines and the proofs for the same should be submitted along with bills every month to the Marine Services Dept. The crew posted shall be able to converse in English on VHF.
  - 1.34 The tug shall be on 24 hours duty round the clock, 7 days a week, 365 days a year except the allowed maintenance period. There shall be no Holidays. The tug shall comply with all instructions of the Port Signal Station for all operation related notices. Also, the contractor to comply other instructions of Dy. Conservator, DPA or any other authorized person authorized by Engineer-In-charge / Nodal Officer.

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- 1.35 The Master and crew shall not conflict with the orders of Indian Navy or Coast Guard while on duty. The crew shall strictly comply with all Indian Penal/Customs/Immigration/Health Laws and the DPA Regulations.

### **3) Electronic Log :**

Tug shall have Electronic log system for automatic recording of DG operational data (i.e. Starting time & Stop time, Running hours etc.) , with minimum of 90 days of previous record backup. The clock of the log system shall be synchronize with the Indian standard Date & Time in 24 hours format The Log system shall have copying, printing and should be able to transfer the record to other computer system for analyze the records.

### **4) LOG BOOK:**

- 3.1 The tug shall maintain deck and engine log book as per trade practice and the same shall be submitted to the scrutiny to DPA or his authorized representatives, whenever requested.
- 3.1.1 The use of DG for propulsion of GTTP Tug shall be avoided, any use of DG for propulsion shall be recorded in Log Book with specific justified reasons at each occasions. The wilful act of Utilizing the DG power for GTTP tug Propulsion and failure to maintain the Log Books records shall attract the penalty same as non-operational condition (Section-4, Penalty Clause -6).
- 3.2 The completed log book shall be sent to the Engineer-In-charge / Nodal Officer Office at the end of every month for checking by Officer designated by the Engineer-In-charge / Nodal Officer. The performance of Propulsion system, auxiliary engine performance, fuel oil issue and consumption, maintenance details, repairs and all-important events that are taking place shall be logged in chronological order in the log books. Shipping operation attended, breakdown or any observations also need to be logged in the Log Book along with other mandatory and operational data.
- 3.3 It shall be the responsibility of the contractor to report to Dy. Conservator along with required agencies as per law and Security personal deployed by DPA during any serious or fatal accidents on the tug or at any place in DPA waters to any of his employees / workmen engaged by him. The Contractor shall protect and indemnify DPA against any claims or actions arising there from. Contractor shall make good any damage caused to the DPA properties by the contractor side at his own cost.
- 3.4 In case of receipt of complaints from any crew regarding the non-receipt of wages, Engineer-In-charge / Nodal Officer shall examine the matter and if found reasonable, make the wage payment, premium for employees' welfare scheme payments and the same shall be recovered from the monthly bills payable to the Contractor. In such cases, a penalty of 5% on the monthly bill amount including GST shall be recovered from the contractor. In the event of insufficient funds, Engineer-In-charge / Nodal Officer will be at liberty to encash the Performance Guarantee.



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## **5) ILLEGAL ACTIVITIES:**

- 4.1 The Contractor's deployed manpower shall not indulge in any illegal, anti-national, anti-social, activities or such activities against DPA or his official representatives. Also, at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the work against the same.
- 4.2 In case, the Dy. Conservator, DPA or his authorized representatives(s) receives complaints of indiscipline or refusal to carry out the orders of his authorized representative the same shall be viewed seriously. Contractor's personal shall not conflict with orders issued by Dy. Conservator, DPA or his/her authorized representative, while on duty. If any personnel is found to be undesirable to be employed in the work, due to administrative or any other reasons, the Contractor, if so directed by Dy. Conservator, Engineer-In-charge / Nodal Officer or his/her authorized representative shall at once remove such person and persons so removed from the work shall not again be employed in connection with the work without the written permission of Engineer-In-charge / Nodal Officer or his/her authorized representative.
- 4.3 Any person so removed from the work shall be replaced within a period not more than 7 days at the expense of the Contractor by a qualified & competent substitute. Should the contractor be requested to repatriate any person removed from work shall do so and shall bear all costs in connection therewith.

## **6) DEPLOYMENT:**

- 5.1 The Contractor shall obtain necessary clearance, as required, from D.G. Shipping, Ministry of Ports, Shipping and Waterways, Customs etc. for deploying the tug for service in the port before tug are put into service. The tug shall be registered as per the statutory requirements of D.G. (Shipping) for such operations.
- 5.2 The mobilization period will be within 24 Months from the date of receipt by the contractor, of the Letter of Acceptance issued by DPA. The date of commencement of the contract shall be from the actual date of deployment of ASTDS-GTTP Tug acceptance by DPA after joint survey.

## **7) PENALTY:**

- 6.1 Downtime Penalty for offered ASTDS-GTTP Tug:
  - i. If tug is inoperative / unavailable due to reasons attributable to the contractor side and DPA is unable to utilise the tug, penalty will be levied from the time and date of such in-operative/unavailability after allowing any paid down time (if available) to the credit of the contractor up to the time and date of break down / in-operative as follows, in addition to non-

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payment of charter hire charges on prorated basis and penalty as below will be levied

Upto 14 Days	15% of hire charges per day
15 - 21 Days	30% of hire charges per day
Beyond 21 Days	50% of hire charges per day

**Beyond 45 days contract is liable to be terminated, in case the contractor is unable to provide reasonable justification along with documentary evidence.**

- ii. This Clause will be operative, if the tug remain non-operational due to breakdown or for any other reason and/or the operator take more than the accumulated Down Time as specified in this Tender Document and/or the Contractor refuses to do the operations as per the directions of the Dy. Conservator or his authorized representative for any reasons. In addition to the non-payment of charter rate for the period of non-availability of the tug, the Penalty shall be levied as per the provisions of the relevant clauses of this Tender Document and the Contractor shall pay the penalty amount or the amount will be adjusted from the monthly payment or from any amount due to him or from the Performance Guarantee.
  - iii. This is first pilot project for GTTP compliant Battery Electric Tug, in case the GTTP tug is out of commission due reasons attributable to the contractor, the contractor may submit request for consideration for extension of maintenance period without payment of hire rates & without penalties to the Competent Authority with justifiable reasons. The Justification will be examined and vetted by the Competent Authority and accordingly contractor will be intimated for the decision.
- 6.2 Non-operational of GTTP Tug, due to reasons attributable to DPA side i.e. Power supply for battery charging, jetty maintenance etc. Hire rates will be payable as per tender, however GTTP Tug should be able to operate with available DG power installed on board Tug.
- 6.3 In case of any dispute for non-operation ability of GTTP Tug during the entire contract period with written communication/intimation by Engineer-In-charge / Nodal Officer or his authorised representatives, IRS visit shall be arranged by the contractor and payment shall be made by the contractor directly for inspection. If the Tug are not operational even after fourteen (14) days:-
- i. The contractor has to provide a substitute GTTP compliant Tug with similar/better specification in sea worthy and efficient condition and should be in possession of all necessary valid certificates and Class certification from IRS/ any other classification society as approved and notified by the Standing Specification Committee for the Green Tug Transition Program along with GTTP Compliance certificate as per the provisions of ASTDS-GTTP SOP, in case a substitution/ replacement is made by the contractor. The contractor should diligently take efforts to

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- deploy the substitute tug at the earliest but not exceeding 45 days from the day of non-operation.
- ii. Further, if the substitute ASTDS GTTP tug which are deployed by the contractor is not Indian built, same shall be required to operate for a maximum period of 90 days only from the date & time substitute tug are deployed and failure to deploy the originally offered tug within 90 days, the contract is liable to be terminated at the discretion of DPA. However, if the substitute GTTP compliant Tug offered is Indian built (similar or better specifications) and initially supplied GTTP Tug is beyond repair as per undertaking submitted by the contractor, the substitute Tug may continue for remaining currency period of contract. IRS visits and all the certification as required in this tender shall be the responsibility of the contractor at his own cost.

**6.4 If the Contractor fails to provide the substitute tug after 45 days:-**

If contractor expresses his inability to provide the offered tug or substitute ASTDS-GTTP tug by 45th day, then the contract shall be terminated, in case the contractor is unable to provide reasonable justification along with documentary evidence. In case of termination, the Paid Downtime to the credit of contractor will lapse and penalty as above shall apply. The B.G. towards Performance Guarantee shall be encashed as per general conditions of the contract.

- 6.5 Non-compliance with respective External FiFi class with foam compound will attract penalty as follows: -

Maintenance period of 12 days in a contract year shall also be provided for FiFi system, similar to downtime for Tug, after 12 days, for 1st 15 days a penalty of 3% per day of the daily hire rate shall be levied. From 16 to till rectification penalty of 5% per day of daily hire rate shall be levied.

- 6.6 Non-compliance with Oil Spill Response Equipments will attract penalty as follows: -

Maintenance period of 12 days in a contract year shall also be provided for Oil Spill equipments similar to downtime for Tug, after 12 days, for 1st 15 days a penalty of 3% per day of the daily hire rate shall be levied. From 16 to till rectification penalty of 5% per day of daily hire rate shall be levied.

**Note:** In case of non-operational of complete Tug, penalty will be imposed as mentioned under 6.1 to 6.3 and so in that case separate penalty 6.4 & 6.5 shall not be applicable.

**Sd./-**

**Signature & Seal  
of Contractor**

**Marine Engineer Grade -I  
Deendayal Port Authority**

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## **Section 5**

### **1) RIGHT TO ACCEPT OR REJECT ANY BID:**

DPA reserves the right to reject or accept any or all offer without assigning any reason, without any liability or any obligation. DPA is also within its rights to negotiate with any bidder for the early implementation of the award of contract.

### **2) DETERMINATION OF RESPONSIVENESS & NON-RESPONSIVENESS:**

#### **(a) RESPONSIVENESS CHECKLIST**

The bid will be scrutinized to determine whether the bid is substantially responsive to the requirements of the bid documents, including technical specifications without any deviations or reservation. The decision of the DPA in this regard shall be final.

<b>S.No</b>	<b>Description</b>
1	Bid Submitted through E-Procurement.
2	Bid Form (Tender form) Form mentioned in Section 6
3	Bid Security Declaration Form mentioned in Section 6
4	Integrity Pact Form mentioned in Section 6
5	Profile of the bidder Form mentioned in Section 6
6	Pre-qualification criteria Documents with supporting documents. Form at Section -6
7	Power of Attorney and other applicable Form mentioned in Section 6
8	Technical Specification form filled Form mentioned in Section 6
9	PANCARD, GST, Company Registration documents.
10	Company Profile & Key Personnel documents.
11	Undertaking stating No Modification in Bid document
12	Bid document signed by Authorized person in all pages.
13	Undertaking letter/ form of not black listed
14	Undertaking letter/ form of no litigation
15	BOQ should be in INR in N-procure portal only

#### **(b) NON-RESPONSIVE**

The Tender is liable to be rejected as 'Non-Responsive Offer', if it is found that:

1. The Bidder includes/adds any condition/corrections in the Price Bid.
2. All corrections and over writings are not signed, dated and stamped by the authorized signatory signing the tender.
3. The Charter Rate is not quoted as per BOQ as per the instructions given in the Bid.
4. The rates are quoted in a currency other than Indian Rupees.
5. Tender is submitted without proof for ownership/legal possession or contractual obligation of the Tug/ relevant experience for eligibility as stated in the tender.

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6. Tenders submitted without mentioning in detail the specification of the tug offered or those found non-conforming to the minimum required technical specification as mentioned in the 'Scope of Work' of the tender document.
  7. Tenders without furnishing the proof for average annual turnover for the last three years and other financial reports as per mentioned in the applicable Sections.
  8. The Tenders submitted without the performance guarantee as mentioned in clause mentioned in bid. (Once the contract awarded)
  9. The tender submitted is not fulfilling the above responsive checklist criteria will be treated as non-responsive offer.
  10. Fraudulent documentation by bidders: Submission of fraudulent documents shall be treated as major violation of the tender procedure and in such cases the Port shall resort to forfeiture of SD/BG of the bidder, apart from blacklisting the firm for the next 3 years.

### **3) CONFIDENTIALITY:**

After the opening of bids, information relating to the examination, clarification, evaluation comparisons of bids and recommendations, concerning the award of contract shall not be disclosed to bidders or any other persons. Any efforts by the bidders to influence the process of examination, clarifications, Evaluation of bids and decisions concerning award of contract may result in rejection of the bidders bid.

### **4) NOTIFICATION OF AWARD AND DELIVERY:**

- i. Prior to the expiry of bid validity period prescribed in the bid, DPA will notify the successful Bidders through letter/s by email confirming that their offer has been accepted for award of contract. This letter is to be called Letter of Award (LOA). This Letter of Award shall indicate the sum, which DPA will pay to the contractor in consideration of the execution of the contract by the bidder.
- ii. The tug have to be placed at disposal of DPA for shipping operations positively within 3 days after availability of tug at DPA and grant of permission by DPA. The contractor shall ensure that the tug are deployed after surveys and certification by IRS or any other classification society as approved and notified by the Standing Specification Committee for the Green Tug Transition Program.
- iii. Upon the receipt of Letter of Award of the contract, the successful bidders shall send Letter of Acceptance and prepare the Charter Party Agreement included in the Bid Document mentioned in Section 6 after taking into account any changes thereafter agreed by both the parties, at the earliest without any delay and complete all the formalities and submit the same to DPA, duly executed on stamp paper for appropriate value within 15 days from the date of issue of Letter of Award. One set of the agreement will be returned to the bidder after the signature of appropriate authority. Contractor shall make 05 hard bound copies of the agreement with duly signed bid copy at his own cost and submit to DPA.
- iv. The successful Bidder shall submit Bank Guarantee towards Performance Guarantee prior to signing of agreement.
- v. Any delay caused due to any correspondences / clarifications / requests etc. received from the bidder after the date of issue of the Letter of Award will be to the account of the successful bidder and no extension of time will be granted.

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- vi. No correspondence will be entertained from the unsuccessful bidders.

## **5) PERFORMANCE GUARANTEE:**

- i. The successful Bidder shall furnish the Security Deposit cum Performance Bank Guarantee an amount equal to 10% of the accepted tender annual value for the entire period of the contract total of 17 years i.e. up to 02 years (mobilization period) + 15 Years of (charter period) prior in the form of Bank Guarantee (BG) with claim period of twelve months before signing the agreement. DPA will have unconditional option under the guarantee to invoke the said Bank Guarantee and to claim the amount from the Bank. The Bank shall be obliged to make payment to the DPA upon mere demand without any demur. The Bank Guarantee shall be furnished in the format enclosed as Section -6. The Successful Bidder shall not be permitted to sign the agreement without submitting the performance guarantee.
- ii. Successful Bidder has to submit the Performance security within 21 days of receipt of Letter of Award (LOA), failing which the work will not be awarded and the Bid Security i.e., EMD will be forfeited.
- iii. The Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- iv. Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of bid security i.e. EMD.
- v. The Bank Guarantee is required to be dispatched by the issuing bank directly to "The Employer" by Registered AD Post.
- vi. The bank guarantee towards performance guarantee cum security deposit will be accepted in the form of bank guarantee from any nationalized bank / scheduled bank (except Co-operative Bank) having is branch at Gandhidham.
- vii. The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.
- viii. In case of submission of fraudulent documents with regard to Bank Guarantee against Performance Security by the Bidder shall be treated as major violation of the Tender procedure and in such cases, Blacklisting the contractor for the next three years.
- ix. The Performance Guarantee cum Security Deposit will be released as mentioned in Clause 5 (iii) above.
- x. If applicable, the documentary evidence (copy of paid Challan in Govt. Treasury) of Welfare cess @1% of work done or as amended by Statutory Authority from time to time, paid on final bill shall be submitted before releasing the Performance Guarantee.

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## **6) COMPLIANCE WITH STATUTORY REQUIREMENTS:**

- 6.1 The bidder shall at all times during the currency of the contract comply with all statutory regulations/rules in force from time to time.
- (a) On board Crew wages shall be paid by the successful bidder as per the MUI/NUSI guidelines.
  - (b) Shore Personnel wages shall be paid by the bidder as per the Labour laws/guidelines.
  - (c) Bidder has to produce duly signed copies of all relevant documents like Crew/shore staff wages, EPF, ESI etc to DPA along with the monthly bill.
  - (d) The contractor shall have valid P&I Insurance for crew and insurance cover for employees other than crew.
  - (e) The contractor should comply all statutory labour laws and regulations in force.
- 6.2 The Contractor should comply statutory regulations in force from time to time. If as a result of contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the DPA is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the DPA shall be entitled to deduct the same from any money due or that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sum which the DPA is required or called upon to pay or reimburse on behalf of the Contractor from contractor's bills or Security Deposits.
- 6.3 The crew should be with proper certificates, documents & other documents applicable to seafarers with valid CDC, Passport, SID etc. The contractor to submit the copies of such certificates to DPA and produce the originals for verification as required.
- 6.4 The contractor shall at all times during the currency of the contract comply with all statutory regulation/ rules in force from time to time. Shore personnel wages if any shall be paid by the contractor as per the Labour laws/guidelines.
- 6.5 Contractor has to submit duly signed copies of all relevant documents like wage slip and proof of payment for EPF, ESI, Insurance for the employee other than crew if deployed at DPA along with the monthly bill.
- 6.6 The Contractor shall comply in all respects, with all statutes and regulations as may be necessary, including clearance from State/Central govt. authorities, Pollution Control Boards, labour enforcement and local authorities. The Contractor shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State legislation as well as any by-laws of any local authorities regarding labour, particularly the Minimum wages Act, Factories Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, The Apprentice Act and keep DPA indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Contractor. The price quoted by the Contractor in the Bill of Quantity shall be deemed to include all expenses whatsoever the Contractor may be required to incur for the compliance with the provisions of the above said legislation. The Contractor shall

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make necessary arrangements for DPA to witness the payment made by the Contractor to his staff and labour.

## **7) MAINTENANCE AND OPERATION:**

- 7.1 The contractor shall carry out the works strictly in accordance with the contract to the satisfaction of the Engineer-In-charge / Nodal Officer or his representative and shall comply with and adhere strictly to his instructions and direction on any matter (whether mentioned in the contract or not) in relation with the contract. The tug should have provision for embarking/ disembarking of pilots as and when deemed necessary
- 7.2 The tug shall during the charter period be for all-purpose at the disposal of Engineer-In-charge / Nodal Officer and under their control in every respect. The Contractor shall maintain the tug, machinery, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice and they shall keep the tug with unexpired classification of the class/MMD and with other required certificates in force at all times.
- 7.3 Engineer-In-charge / Nodal Officer shall have the use of all outfit, equipment, and appliances on board the tug at the time of delivery. The Contractor shall from time to time during the contract period replace such items of equipment as shall be so damaged or worn as to be unfit for use on urgent basis. Contractor is to carry out all repairs or replacement of any damaged, worn out or lost parts or equipment be effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value and efficiency of the tug. The Contractor shall have to replace the equipment in case of obsolescence or damage due to faulty operation or due to natural calamities.
- 7.4 The tug should have a set of competent and qualified Crew and as per MS Act manning requirement, enable to proceed to nearby neighbouring port without changing manning pattern.
- 7.5 The tug in-charge/officer shall execute Engineer-In-charge / Nodal Officer's instructions with the utmost dispatch and to render customary assistance with the tug crew. The Tug in-charge/officer to be under the order of Engineer-In-charge / Nodal Officer except as regards employment, agency or other arrangements. In case Engineer-In-charge / Nodal Officer incurs any expenditure with regard to any unlawful action by crew members or any personnel of contractor the same will be deducted from contractor's account.
- 7.6 Engineer-In-charge / Nodal Officer or its representative will give all instructions to tug in-charge/officer/crew in English only and the tug in-charge/officer/crew to keep full and correct logs in English, accessible to Engineer-In-charge / Nodal Officer.
- 7.7 A supervisor/ Liaison officer will have to be deputed by the contractor who has to ensure that the tug is always ready for deployment at Engineer-In-charge / Nodal Officer. The office space if required subject to availability will be provided to them and charges will be levied for the same as per prevailing Engineer-In-charge / Nodal Officer scale of rates.



- 7.8 In case any damage is caused to the shore charging cable by the contractor, the same shall be replaced by the contractor at his own expense. In case Engineer-In-charge / Nodal Officer incurs expenditure due to non-replacement of the charging cable damaged by the contractor, the equivalent amount along with penalty shall be deducted from the bill of the contractor. Non availability of tug caused from such damages to the shore charging cable by the contractor, will attract penalty on the daily charter rate as indicated in the tender document.
- 7.9 The bidder/contractor shall provide/supply of Lube oil.

## **8) FACILITIES PROVIDED BY THE PORT:**

- 8.1 DPA shall provide AC shore power at jetty of 690 V, 50 Hz, 3 Phase for charging the on-board propulsion batteries free of cost. However, a separate meter of suitable capacity shall be installed by the contractor at his own cost for monitoring & record of Electrical consumption.
- 8.2 DPA shall provide LSHF HSD fuel oil (Low Sulphur High Flashpoint High Speed Diesel) to the Tug for the operation of the diesel generator of the Tug at DPA own cost.
- 8.3 DPA shall provide berth/jetty free of cost i.e. no vessel related charges including berth hire, port dues etc. will be levied. Fresh water if available will be supplied on payment basis as per the Scale of Rates.
- 8.4 The shore power for Hotel load and Propulsion Battery charging for Tug shall be provided by DPA free of cost at the jetty near to parking place of Tug, while on hire contract. However, if the shore power supply infrastructure is damaged due to mishandling including operations by the contractor, the same shall be repaired/ replaced by the contractor at his own expense. In case of non-compliance of such repairs/ replacement, the same shall be rectified by DPA and equivalent amount along with penalty & supervisory charged (as per DPA norms) shall be deducted from the bills/Security Deposit of the contractor.
- 8.5 Contractor should exercise diligence in consumption of power free of cost by DPA.
- 8.6 Administrative support only, for obtaining clearance from any statutory authority, if any, shall be provided by the employer.
- 8.7 The employer may provide Port Quarters at Kandla on payment of applicable tariff, water & electricity charges of the employer subject to availability, during the tenure of contract. Any nuisance, non-sober behaviour, intoxication etc. in the port quarter shall be liable for cancellation of the same.
- 8.8 Assisting for issue of port entry passes to the staff engaged by the contractor and their vehicles during the period of contract.
- 8.9 On successful completion of all the obligations under the contract and on the request of the Contractor, the employer shall issue a Completion Certificate. However, during contract period, contractor requests for satisfactory performance certificate for the successful completed period with details, same may be issued by DPA on merit.
- 8.10 The contractor shall confirm in all respects with the provisions of any such stature, ordinance or law as aforesaid and the regulations or bye laws of any local or other duly constituted authority which may be applicable to the work or to any temporary work and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Board indemnified against all penalties and liability of

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every kind for breach of any such statute, ordinance or law, regulations or bye laws.

**9) ASSIGNMENT AND SUBLETTING:**

The Contractor shall not sub-let the contract or any part thereof without the written permission of the DPA nor assign the right and interest in these presents nor assume a fresh partner or partners nor dissolve the partnership at present existing between him in reference to this contract without the written permission of the DPA and such consent, if any, given shall not relieve the Contractor from any liability or obligations under the contract and the Contractor shall be responsible for the acts, defaults and neglects of any sub-Contractor or his servants, agents or workmen fully as if they were the acts, defaults or neglects of the Contractor provided always that the provisions on labour or a piecework basis shall not be deemed to be a sub-letting under this clause. Arranging substitute Tug for a short period from a third party shall be considered as a sublet and is not allowed.

**10) CONTRACTOR'S SUBORDINATE STAFF & THEIR CONDUCT:**

The Contractor after award of the work shall furnish names and depute qualified, personnel having sufficient experience in carrying out works of similar nature to whom instructions of works will be given. The Contractor shall provide competent and efficient supervision, over the work entrusted to them to the entire satisfaction of the Engineer-In-charge / Nodal Officer or his/her authorized representative.

**11) RATES, AMOUNTS & TAXES:**

**11.1 CHARTERED RATE**

The Bidder shall quote the Charter rate per day of 24 hrs tug in Indian Currency only in the format given as Each Bill of Quantities (BoQ) of the Bid Document. The Charter rate given in other currencies and in any other format by any Bidder shall be termed as non-responsive as per Section-5 clause 5 (2) (b) and the offer will be rejected. The rate quoted by the Bidder shall be kept firm throughout the currency of the Contract period. The day means 24 hrs of duration commencing from 0600 hrs to 0600hrs of the following day.

**11.2 CHARTERED AMOUNT**

- i. The daily hire rate amount submitted by the Bidder in column of in BOQ shall be gross rate excluding GST after taking into consideration of Wages, Taxes, all payments on account of cost of spare parts for preventive maintenance, breakdown maintenance, lubricating oil, paint, other consumables etc, annual survey, special surveys etc. and the ropes and tools for the shipping and other operations. The Bidder as the owner of the Tug shall bear all the costs of

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running the Tug for all the operational costs at DPA required for successful execution of contract.

- ii. DPA will provide shore power for charging the on-board batteries and hotel load at the time of berthing, LSHF HSD fuel oil (Low Sulphur High Flashpoint High Speed Diesel) for DG set to the Bidder for the operation of the Tug. DPA shall also provide berth free of cost i.e. no vessel related charges including berth hire, port dues etc. will be levied and the shore power will be provided free of cost.
  - a) However, the contractor shall take written permission from DPA and shall erect necessary electrical accessories, KWH Meter, breakers, and cables at his own cost for availing shore connection for hotel load and propulsion battery charging load, at the allotted place and erected electrical accessories are to be removed after the completion of contract at Bidder's cost. Also, accessories including hoses for receiving fuel/fresh water to be available readily. Hoses to be tested periodically & in possession of valid certificates at all times.
- iii. Any changes in basic price/rate and taxes & duties in the inputs such as lube oil, battery, spare parts, survey charges, paints, consumables, etc., to run the Tug shall also be to the account of Bidder. The Bidder, while quoting the charter rate for the chartering period shall take all changes into consideration. The charter rate should be quoted for the entire chartering period and there shall not be any escalation in the quoted daily hire rate.
- iv. The contractor shall be provided space for tying up the Tug shall not be required to pay the port related charges like berth hire, port dues etc. During the break down period which exceeds the available down time period, except berth hire & port charges, power and fuel cost would be charged on the tug up to 5 days. After 5 days all applicable charges will be levied as per prevailing DPA 's scale of Rates. However, if a substitute GTTP similar or higher tug is provided, the daily hire rate will be paid to the contractor from the date of deployment as per the rate for the contracted tug and imposition of penalty will cease from that time.
- v. If during the contractual period the performance of tug is found not satisfactory as per the terms and conditions laid herein, the tug may be surveyed by a third party (IRS) or any other classification society as approved the SSC- GTTP, at the Bidders cost in the presence of DPA 's Representative and if proved guilty of non-performance, the payment terms shall be as below:
  - a.) Bollard Pull less by 5% of required capacity : 90 % of daily hire charges
  - b.) Bollard Pull less between 5% - 10 % of required capacity : 80 % of daily hire charges
  - c.) Bollard Pull less by 10% of required capacity : DPA has option to reject the Tug and shall be considered as non-operational.

### **11.3 TAXES**

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- i. The daily charter hire rate amount quoted shall be inclusive of all taxes (except GST], duties, education cess, surcharge, etc., payable by the Contractor to the State Government, Central Government and Local Authorities in connection with chartering of Tug to DPA
  - ii. The GST will be reimbursed by DPA only on reflection of GST Paid by contractor in DPA 's GST portal. Tax deducted at source shall be as per statutory requirement such as IT Act, GST Act, etc., as applicable. The contractor will perform such duties in regard to the deduction of such taxes at source as per applicable law. DPA will review the payment of GST on quarterly basis and if any discrepancy observed, then the contractor will be informed to sort out the discrepancy. Until then DPA reserves the right to hold on the payment.
  - iii. DPA shall deduct the Taxes & Levies including Income Tax at source as per the Law applicable

## **12)PERIOD OF CONTRACT:**

Period of Contract is 15 (Fifteen) years. Extension if any (up to 02 years) at sole discretion of DPA at same terms and conditions subject to satisfactory performance. The mobilization period will be within 24 Months from the date of receipt by the contractor, of the Letter of Acceptance issued by DPA.

## **13)PAYMENT TERMS:**

- 14.1 DPA shall make monthly payment for the Tug at the daily Charter hire rate per day quoted as per Bill of Quantities (BOQ) column in Indian Rupees after adjusting the recoveries payable by the contractor under this agreement.
- 14.2 Hire Rate of Tug per month = (Daily Charter hire Rate per day as per column of BOQ x No of days in the month) minus (The recoveries like Statutory Recoveries, Penalties, any dues to the port etc., payable by the Contractor).
- 14.3 In case of recoveries like penalties, or any dues to the DPA or any other taxes, levies payable to the Government are more than the monthly chartered amount, the balance shall be recovered from the next month-chartered bill amount or any outstanding amount payable to the contractor including Bank guarantee.
- 14.4 The contractor shall submit the monthly tax invoice. The tax invoice for each month shall be submitted by the contractor within 7 days from the end of the calendar month, along with daily deck and engine logbook of the tug, crew wages, payment details, Crew list etc. Payment shall be made within 30 days from the date of submission of invoice in all respects to Engineer-In-charge / Nodal Officer subject to compliance of all term's conditions. Engineer-In-charge / Nodal Officer will ensure to make the payment within the stipulated time. In case of any need for any clarification, Engineer-In-charge / Nodal Officer shall make the payment after seeking clarification and satisfactory clarification being submitted by the contractor. Contractor is not eligible to claim any compensation or interest for delayed payment. Engineer-In-charge / Nodal Officer may release partial payments to fulfil the obligation pertaining to wages of crew under exceptional circumstances.

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

NOTE:

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

Bank Payment Agreement Form

- a. Name of Party
- b. Account No.
- c. Branch Name
- d. Branch Station
- e. IFSC code of the bank
- f. MICR code
- g. Accepted for : - NEFT payment or RTGS payment Declaration by the party

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

Signature of the party with the seal

Declaration by the bank

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

Signature of the bank manager with the seal.

14.6 No Advance payment will be made.

14.7 The contractor will submit the bill in triplicate in the 1st week of following month for payment with reference to rates quoted in the price bid per month. The payment will be made on pro-rata basis whatever the amount comes to after necessary deduction in terms of penalty imposed by DPA. The normal time to make payment by the Port may be within 30 days from the date of receipt of bill along with all supporting documents required as per tender.

14.8 The Engineer-in-charge will be entitled to deduct or adjust any sum of money payable by the contractor to DPA under the terms of any contract executed by him or on behalf from their security deposit or from any sum that may become due from the present contract.

14.9 The contractor shall note that no interest be payable by the Employer for any Delayed Payments unless otherwise stipulated in tender.

14.10 The tenderer has to quote the rate in terms of daily hire charges excluding fuel oil as per the format of "Schedule of Prices". The rates are to be quoted in Indian rupee only. The payment of the monthly bill will be made within 30

working days after submission by the contractor of the bill in duly certified by Engineer-in-charge / Nodal Officer. Income Tax at applicable rates and surcharge thereon will be deducted from the monthly bill. The payment will be made in Indian currency only.

- 14.11 The basic charter rates/Rate per day 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. TDS on GST shall applicable too.
- 14.12 Contractor/ Service provided/supplier etc has to ensure timely and proper filing of GSTR I so that Deendayal Port Authority can avail tax input tax credit in timely manner. In case DPA NOT ALLOWED INPUT TAX CREDIT due failure on the part of the contractor/service provider/supplier etc it will financial loss to the DPA and therefore the same shall be recovered from the payment/deposit of the contractor/service provider/supplier.
- 14.13 The contract will commence and terminate at the Port of Deendayal Port Authority.
- 14.14 **ECS PAYMENT**: The Bidders are advised that all payments related to this subject work would be made through ECS (Electronic Clearing Service). The Bidder would be required to provide the following particulars of their bank account along with their bid. The payment will be made through ECS only.

Sno	Particulars of Bank Account	Details
1	Bank Name	
2	Branch name & address	
3	Phone No.	
4	Type of account	
5	Account number	
6	Nine-digit MICR Code number	
7	IFSC Code	
8	GST Number	
9	PAN Number	

The GST will be reimbursed by DPA, on reflection of ITC in DPA's GST portal.

#### **14) INCOME TAX DEDUCTION:**

- 15.1 The deduction of taxes at source if any shall be made by DPA and deposited with the tax authorities and required certificate to this effect shall be issued to

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- the Contractor.
- 15.2 Deduction of Income Tax shall be made from any amount payable to the Contractor as per the relevant provisions of the Income Tax Act.
- 15.3 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.

## **15) INSURANCE:**

The Contractor shall take suitable comprehensive insurance at their cost for the Tug including hull, machinery P&I for the crew for performing various operations at DPA. The Contractor shall also take insurance against damages to DPA /3rd party property, P&I insurance for tug and personnel on duty. The Contractor to submit proof of payment of insurance premium to the Engineer-In-charge / Nodal Officer within 15 days from the date of award of contract or before deployment 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 or whenever necessary. During the charter period all the tug shall be kept insured by Contractors at his expenses, against Marine Hull and Machinery and War Risk. DPA shall not be liable for any recovery or subrogation against contractors on account of loss of or any damage to the tug or her machinery or appurtenances covered by such insurance or on account of payment made to discharge claims against or liabilities of the tug.

In the event of any act or negligence on the part of the Contractor which may vitiate any claim under the insurance herein provided, the contractor shall indemnify DPA against all claims and demands which would otherwise have been covered by such insurance.

## **16) DOWNTIME AND ALLOWED MAINTENANCE PERIOD:**

- 16.1 The Bidder shall be eligible for 24 hours allowed maintenance period for Tug in a month i.e., 12 days in a year during the currency of contract.
- 16.2 In case of non-utilization of allowed maintenance period of 24 hours (down time) during the month, the Bidder may be allowed to carry over the unutilized hours up to one contract year. Thereafter it will be lapsed and will not be carry forwarded to next Year.

## **17) LIEN:**

DPA shall have a lien on and over all of any money that may become due and payable to the Contractor under this contract or any other contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by DPA to the Contractor either alone or jointly with another or other and either under this contract or under any other contracts or transaction of any nature whatsoever between DPA and the Contractor.

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**18) INDEMNITY:**

- 18.1 Contract shall indemnify DPA and every member, worker and employee of DPA against all actions, proceedings, claims, demands costs and expenses whatsoever arising out of or in connection with the matters referred and elsewhere and all actions, proceedings, claims, demands costs and expenses which may be made against DPA for or in respect of or arising out of any failure by Contractor in the performance of the obligations under the Contract shall not be liable for or in respect of any damages or compensation payable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of Contractor of his Sub-Contractor and Contractor shall indemnify and keep indemnified against all damages and compensations and against all claims, damages, proceedings costs, charges and expenses whatsoever in respect so thereof or in relation thereto.
- 18.2 Notwithstanding all reasonable and proper precautions that may have been taken by the Contractor at all times during the currency of the agreement, the Contractor shall nevertheless be wholly responsible for all damages caused by the tug to the property of DPA during the currency of the agreement and the cost of such damages shall be borne by the Contractor.
- 18.3 No official or employee of DPA shall in any way be personally bound or liable for acts or obligation under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

**19) FORCE MAJEURE:**

- 19.1 In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed under this contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which such cause lasts, unless force majeure operates for a period in excess of 15 days.
- 19.2 "The term force majeure shall mean acts of God, War, Riot, Sabotage, and any prevailing Acts & Regulation of Government of India, State Government or any Local Government or events such as flood, Landslide, volcanic eruption, other natural calamities, war, hostilities (whether War be declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power or civil war".
- 19.3 Upon the concurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Twenty-four hours (24 hours) of the alleged beginning and upon ending thereof provide full particulars and satisfactory evidence in support of its claim. Failure to do so may liable the party being denied of the shelter of the clause.
- 19.4 Time for performance of the relative obligation suspended by the force majeure shall then stand extended by the period of which such cause lasts.
- 19.5 To meet any force majeure or extra ordinary situations wherein temporary substitution for ASTDS-GTTP Tug could not be anticipated in advance, thereby leading to a situation where the GTTP SOP could not be complied with, the



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- contractor shall approach DPA to obtain specific clearance from SSC- GTTP, laying out the reasons for non-compliance, tenure of deployment and shall submit valid documentary evidences thereof
- 19.6 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.
- 19.7 For purposes 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, floods, epidemics, quarantine restrictions, and freight embargoes.
- 19.8 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.

## **20) TERMINATION:**

The Contract can be terminated under the following cases:

- 20.1 DPA reserves the right to terminate the contract as mentioned in Penalty Clause of the General Conditions of Contract.
- 20.2 Contractor's failure or omission or neglect or negligence or default to comply with or perform any of his duties, obligations under any of the Articles / Clauses of the Charter Party Agreement or Tender after giving three warnings in writing by DPA.
- 20.3 The Contractor fails to fulfil the statutory requirements and other conditions as indicated in the Tender Document for operation of the Tug.
- 20.4 When the Bollard Pull of the Tug falls below norms set in scope of work.
- 20.5 In case of indiscipline of the crew of the tug or refusal to carry out the orders of Engineer-In-charge / Nodal Officer or his/her authorized representative(s).
- 20.6 In case of unavailability of particular tug the contract of particular tug will only be terminated as per terms and conditions of the contract.
- 20.7 During the pre-acceptance trial or during the contract period if the tug is found to be unsuitable due to non-compliance as per tender technical specifications and requirements.
- 20.8 In case, the Contract is terminated for any of the above reasons, the contractor shall forfeit the Performance Guarantee submitted
- 20.9 The Board may, without any prejudice to any other remedy for breach of contract by written notice of default sent to the Contractor, terminate the contract in whole or in part:
- (i) if the Contractor fails to execute the work within the period as specified in the contract or any extension granted by the Board;
  - (ii) if the Contractor fails to perform any other obligation under the contract and if the contractor does not cure the same after receipt of a notice of default, the nature of default as well as the time within

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which the default has to be cured by the Contractor.

- 20.10 In the event of Board's termination of the contract in whole or in part, the Board may execute the remaining work or procure goods similar to those undelivered by the Contractor and the Contractor shall remain liable to the Board for any excess cost for such works or goods and risks, if any.
- 20.11 In the event of Board's termination of the contract in whole or in part, the Board may execute the remaining work or procure goods similar to those undelivered by the Contractor and the Contractor shall remain liable to the Board for any excess cost for such works or goods and risks, if any.
- 20.12 The Board will pay the Contractor, for all the items that are completed, and ready for delivery, within 30 days after termination. The payment shall be made only after all the afore-mentioned goods are supplied to and accepted by Deendayal Port Authority. The amount so decided by the Engineer-in-Charge in this regard shall be final and binding.
- 20.13 In case of termination of contract for default by the Contractor, the Board may not permit the Contractor to participate in any of the future tender of Deendayal Port Authority for a period decided by DPA.
- 20.14 The employer may terminate the contract if Contractor causes a fundamental breach of the contract.
- (a) The contractor stops work for 28 days and the stoppage has not been authorized by the Engineer-in-Charge or his nominee.
  - (b) The contractor becomes bankrupt.
  - (c) The contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the contract data and
  - (d) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
  - (e) For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action or public officials in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition".
  - (f) If the contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
  - (g) Any material lying at site will not be removed without the prior written permission of Engineer in Charge.

## **21) CHANGES IN CONSTITUTION:**

Any change in constitution of either party at any time after this tender shall not affect the contract. Accordingly, parties or their successors/permitted assignees would continue to enjoy the rights and responsibilities after any change in

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constitution of either or both the parties during the course of the charter / contract.

**22) LIQUIDITY DAMAGES:**

If the Contractor fails to submit the subsequent documents to Engineer-In-charge/ Nodal officer after carrying out the trials and tests by third party (IRS or any other classification society as approved and notified by SSC-GTTP) at DPA and it is found that the tug is not in position for subsequent deployment at DPA, stated above for any reason whatsoever, the awarded Contract will be cancelled and the Performance Guarantee will be forfeited.

**23) FORECLOSURE:**

DPA has the right to foreclose the contract for National Security, National Emergency and in general public interest and in case of non-performance by the contractor with respect to non-compliance of Tender conditions, operational short falls, variation in declared power/ fuel consumption etc. DPA will endeavour to issue a written notice of not less than 3 months of the intended foreclosure to the contractor specifying therein reasonable details, the reasons for foreclosure and expressing readiness to relieve all undertakings of the Contractor and the Contractor shall take the tug and employ anywhere the contractor intends to go. Contractor shall continue to work in the notice period at the same Charter Rate.

**24) DISPUTE RESOLUTION AND ARBITRATION:**

- 24.1 In the event of any dispute or difference of whatsoever nature between the parties arising out of, in relation to, or in connection with the contract, including any dispute or difference arising from or in connection with termination, the parties shall, at the outset, attempt to resolve the said dispute or difference amicably. In the event there is no amicable resolution of the dispute or difference between the parties within thirty days from the date of notice of the said dispute or difference by either party, such dispute or difference shall be referred to a sole arbitrator to be nominated by the Chairperson, DPA Provided that notwithstanding the escalation of any dispute or difference to arbitration, (save and except such disputes as has arisen out of, or in connection with termination), the Contractor acknowledges and undertakes that its obligations under the contract shall continue to subsist and its work under the contract shall continue without interruption during the subsistence of the dispute or difference.
- 24.2 The contract shall be subject exclusively to the laws of India. Subject to the aforementioned clause, the Courts at Gandhidham shall have exclusive jurisdiction with respect to the disputes or differences of whatsoever nature between the parties arising out of, in relation to, or in connection with the contract. The venue of arbitration shall be Gandhidham, and the arbitration proceedings shall be conducted in English.
- 24.3 The parties agree that the Arbitration pursuant to the section 5 Clause 24 Sub Clauses 1 and 2 aforementioned shall be "fast track arbitration" and undertake that the parties shall share the expenses thereof in equal proportion.
- 24.4 The Board and the Contractor shall make every effort to resolve amicably by

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

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

#### **24.6 ARBITRATION:**

- i. The Arbitration Award may be referred to a Conciliation Committees/ Councils comprising of independent subject expert in order to ensure speedy disposal of the case, as per Conciliation Act.
- ii. The award of the Conciliation Committee/ Council if agreed by both the sides may then be placed for consideration of the Board of Authorities of the Port subject to the delegation of power.
- iii. Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.
- iv. It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference.
- v. 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.
- vi. It is also a term of this contract that no person other than the Chairman himself for any officer appointed by him shall act as arbitrator.
- vii. It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.
- viii. It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along

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- with the notice seeking appointment of arbitrator.
- ix. It is also a term of the contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer –in- charge that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Port Authorities shall be discharged and released of all liabilities under the contract in respect of these claims.
  - x. It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
  - xi. The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.
  - xii. The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.
  - xiii. Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or e-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
  - xiv. It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
  - xv. It is also a term of a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
  - xvi. Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

## **25) POLLUTION DAMAGE:**

Contractor shall be liable for pollution damage and the cost of cleanup which has caused by the tug (Deployed by the Contractor under the agreement to DPA) and / or the Contractor's personnel by wilful, wanton, intentional, acts or omissions or gross negligence which cause or allow the discharge, spills or leaks or any pollutants from any source whatsoever. Contractor should exercise due diligence during bunkering by taking adequate oil pollution preventive measures including but not limited to deployment of boom all around the craft.

## **26) CERTIFICATES:**

The Contractor shall comply with all acts, regulations and bye laws related to operation of the tug in Indian territorial waters, and shall obtain necessary clearance, as required, from D.G. Shipping, Ministry of Ports, Shipping and Waterways, MMD, IR Class/ any other classification society approved and notified by SSC-GTTP etc. for deploying the tug for service in the port, before the tug is put into service as per MS Act.

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**27)      MANNING:**

- 27.1 The tug shall be registered as per the statutory requirements of D.G. (Shipping) for such operations and manned to perform coastal voyage to neighbouring ports without changing the manning pattern at all times as per the requirements of MS Act. The contractor should maintain adequate number of crew in their pay roll so that leave and exigencies can be accommodated by the contractor
- 27.2 The crew must have valid certificate of competency as applicable. The contractor will be required to submit the attested copies of such certificate to Engineer-In-charge / Nodal Officer and produce the originals for verification as required also when crew change, their COC should be submitted to Engineer-In-charge / Nodal Officer.
- 27.3 The contractor shall at his own expenses provide all safety gears for all the employees engaged during the work.
- 27.4 All other operations required in connection with berthing and un-berthing of vessel operations within the port and such other operations as are conventionally performed by tug. In addition, render assistance to neighbouring port (without changing manning pattern of the Tug as prescribed by authority of DPA or any other work authorized by Engineer-In-charge / Nodal Officer or his/her representatives.
- 27.5 The successful Bidder is required to operate the tug in accordance with the class requirements and Merchant Shipping Act. The tug is required to be manned under (Merchant Shipping Act), as per MS Act guidelines issued by DG (Shipping) for performing coastal voyages at all times while on contract with DPA. Only Indian Nationals will be allowed to work in the tug. The Bidder shall refer to the Merchant Shipping Act for more information, if required. At all times sufficient rest hours to be prescribed to all crew members for the safe operations of tug as per the statutory provisions.
- 27.6 The Contractor is required to man the tug at all times for coastal voyages including nearby/neighbouring ports with valid crew certificate COC/CDC/SID/PASSPORT AND GOC for radio Officer as per MS Act.
- 27.7 The bidder shall provide adequate manpower as per MS act & Manning for performing the coastal voyage at all times during the currency of contract.
- 27.8 The crew should be with proper certificates, documents and other certificate applicable to seafarers (with valid CDC, Passport, SID etc). The contractor will be required to submit the attested copies of such certificates to Engineer-In-charge / Nodal Officer and produce the originals for verification as required.
- 27.9 The contractor shall make repatriation for crew members from/ to their home town during Sign on/ off as the case may be.
- 27.10 The contractor should take a group insurance to cover the life, temporary, permanent disablement for all the personnel deployed at DPA site over and above crew for total period of the contract. Insurance benefits should cover for all the employees when at site and offsite also. Adequate insurance cover for the shore personnel deployed to be taken by the contractor.
- 27.11 During the currency of contract P&I certificate for crew to be kept valid at all time for the crew related claims. In case of non-compliance, DPA has the right to pay such claims and recover from the monthly tax invoice.

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- 27.12 The wages and other relevant applicable payments to the personnel to be made only through bank transactions and record of the same to be maintained for periodical verification.
- 27.13 The contractor should comply all rules and regulations as per state/central/labour act as on date.

**28) CHANGE OF CREW:**

The bidder shall bring to the notice of Engineer-In-charge / Nodal Officer during the change of deployed crew. All required certificates should be submitted.

**29) MAINTENANCE OF CLASS:**

The Bidder shall confirm to maintain the tug in its original IRS class or any other classification society as approved and notified by SSC-GTTP, during the entire contract period. Engineer-In-charge / Nodal Officer should be informed accordingly prior change of Class. The Bidder also shall confirm to maintain the tug in a staunch and seaworthy condition and undertake survey, dry docking, special surveys and other requirements in accordance with the act under which it is registered and agree to operate the tug and to provide the Class certificate and GTTP Certificate at the Bidder's cost.

**30) CONTRACT AGREEMENT:**

The successful Bidder will be required to execute an agreement at his expense on non-judicial stamp paper worth of Rs. 300/- as per DPA format for the due and proper fulfilment of contract within 14 days from the date of issue of letter of Acceptance (LOA). Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with LOA shall constitute a binding contract between the DPA and the Contractor.

The Bidder in consideration of payments to be made to him shall execute the contract agreement as described in the tender including any amendments or additions or alterations or changes thereto.

**31) ACCESS TO PORT AREA:**

For the R.F.I.D. / gate entry passes for inspection for the purpose of making the offer or for the execution of work for successful bidder, the bidder shall contact Engineer-In-charge or his representative of CME Department. The gate entry pass may be on chargeable basis as per Port's Scale of Rates. For long term port entry/exit passes, the contractor needs to obtain police verification to all the personnel deployed at Port with regard to their contract. No crew members should leave the craft without permission of DPA.

**32) BREAKDOWN MAINTENANCE:**

- 32.1 The breakdown time of the tug shall commence, when the tug fails to report for the operations, whenever the signal station or Officers-in-charge of

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- operation makes requisition for the tug and the tug are not made available due to breakdown or for any other reasons. After the completion of the Breakdown maintenance, the Master/Engineer of the tug has to inform the readiness of the tug to the Officer-in-charge/Signal Station. Thereafter, the breakdown period shall come to an end
- 32.2 The contractor shall not be entitled for maintenance period other than the Allowed Maintenance period of 12 days a year. In case of non-availability of the offered tug due to Breakdown/repair and in such a case when no replacement/substitute tug is not made available for operation, the Penalty Clause and/or Termination Clause shall be applicable.
- 32.3 The designated Officer (Flotilla Superintendent) to look after the Operation of the Chartered tug nominated by the Dy. Conservator shall maintain the records relating to Breakdown tug Operation, BP, Fuel oil (LSHF HSD) issued and consumed, shore power charging utilized, running hours, Maintenance Period and other statutory information designated officer shall scrutinize the logbook and shall certify the details of the Operation including Breakdown and Maintenance of the tug, Fuel oil consumption and send monthly report to Engineer-In-charge / Nodal Officer.
- 32.4 In case of detection of shortfall or misuse of fuel / water / electricity from the logbooks or during inspection by DPA officials, the cost of the same shall be recovered from the contractor as deemed fit by DPA. In case of serious cases, severe action shall be taken against those indulging in such activities.

**33) COST ESCALATION:**

The quoted rates shall be firm throughout the tenure of the contract. No Escalation is payable over and above the rates quoted by the contractor for any reasons whatsoever.

**34) TRAINING:**

- 34.1 The crew needs to attend training and in drills conducted by DPA /other authorities from time to time. The contractor shall ensure that Tug crew is familiar with provisions of the ISPS code and requirements under MARPOL and the operator shall comply with applicable provisions.
- 34.2 Also, the contractor should impart periodical training to all crew and shore personnel and the training records may be submitted to DPA on quarterly basis.
- 34.3 As the tug is on long term charter with DPA, in case if port warrants internship training for students, the same to be imparted to the students as per DPA instruction.

**35) VERACITY VERIFICATION:**

- 35.1 DPA reserves the right to verify the veracity of submitted/uploaded documents (For previous work experience & financial turnover as mentioned in PQC clause) from the issuing authority i.e. previous employer/Govt/PSU/UDIN etc. directly.



- 35.2 If veracity is not received by DPA from previous employer/Govt/PSU/UDIN etc., the bidder will be intimated to support in obtaining the same for proceeding further evaluation process.
- 35.3 In situations where the process of veracity verification cannot be established, DPA may not be in position to consider the respective bidder for further evaluation process. DPA 's discretion will be final in this regard.

**36) SUBSTITUTE TUG PROVISION:**

- 36.1 In case none of the bidders in a tender are able to position Indian built tug complying with ASTDS-GTTP, then bidders shall be granted option of offering alternate similar specification battery electric tug meeting the operational requirements of DPA, on the condition that the tug initially offered is substituted with an Indian Built Tug as per the ASTDS-GTTP not later than 24 months from the date of commencement of the charter, failing which the party shall be liable for appropriate penalties as laid out in the tender.
- 36.2 In case of substitution of Tug offered by the contractor, same may be allowed by DPA only for similar or higher capacity ASTDS GTTP compliant Tug. If the Bollard Pull certificate is older than six months before the date of actual deployment of substitute Tug, new Bollard pull test certificate shall be submitted by the contractor at contractor's own cost towards it. Contractor shall arrange for IRS, or any other classification society approved by Standing Specification Committee for Green Tug Transition Program, as third party Survey at contractor's own cost. Trials of substitute Tug by IRS Surveyor shall be carried out in the presence of DPA 's Representative(s) at DPA with full manning crew. Survey report, inspection report and speed trial report by IRS or any other classification society approved by Standing Specification Committee for Green Tug Transition Program, shall be submitted to DPA for acceptance of the tug within 3 days and not exceeding 7 days after availability of tug at DPA and the Tug shall be under class throughout the contract period.

**37) Third Party Inspection:**

- 37.1 The Third-Party Inspection Agency shall be arranged by DPA, and cost of Third-Party Inspection mentioned below shall be borne by DPA.
- 37.2 The monthly payment shall be released after certifying by the third party for compliance of tender requirements and copy of the same shall be produced by Agency for releasing the monthly payment as per Payment Terms.

**Sd./-**

**Signature & Seal  
of Contractor**

**Marine Engineer Grade -I  
Deendayal Port Authority**

## **SECTION 6**

### **CHECKLIST OF FORMS TO BE SUBMITTED BY THE BIDDER**

<b>S.No</b>		<b>Description of Form</b>	<b>Submitted by Bidder (Yes/No)</b>
1	<b>FORM-1</b>	TENDER FORM	
2	<b>FORM-2</b>	BID SECURITY DECLARATION (Applicable for MSE's)	
3	<b>FORM-3</b>	INTEGRITY PACT	
4	<b>FORM-4</b>	PROFILE OF THE BIDDER	
5	<b>FORM-5</b>	DETAILS OF SIMILAR WORKS/EXPERIENCE (Inclusive of Work order, completion etc.)	
6	<b>FORM-6</b>	ANNUAL TURN OVER	
7	<b>FORM-7</b>	POWER OF ATTORNEY	
8	<b>FORM-8</b>	FORMAT OF PERFORMANCE GUARANTEE	Applicable to successful bidder
9	<b>FORM - 9</b>	TECHNICAL SPECIFICATION OF TUG	
10	<b>FORM – 10</b>	LETTER OF ACCEPTENCE	Applicable to successful bidder
11	<b>FORM – 11</b>	List of documents to be submitted by the bidder to consider responsiveness	
12	<b>FORM- 12</b>	CHARTER PARTY AGREEMENT	Applicable / to be submitted by successful bidder
13	<b>FORM- 13</b>	Pre-qualification of bidders	
14	<b>FORM- 14</b>	Exceptions & Deviations	
15	<b>FORM- 15</b>	Format for declaration	
16	<b>FORM- 16</b>	Letter of authority from bank for all BGs	
17	<b>FORM- 17</b>	Bank Payment Agreement Form	
18	<b>FORM- 18</b>	Evidence Towards Site Visit	
19	<b>FORM- 19</b>	Tender Information Form	
20	<b>FORM- 20</b>	Proforma Of Joint Venture/Consortium Agreement	
21	<b>FORM- 21</b>	Proforma Of Power- Of-Attorney for Lead	

		Member Of JV/ Consortium	
22	<b>FORM- 22</b>	Format For Details of Consortium Members	
23	<b>FORM-23</b>	Specimen EMD (Bank Guarantee Format)	

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**FORM-1**  
**(TENDER FORM)**

(Bidder shall upload the duly filled Tender Form in the company letter head)

Date: DD/MM/YYYY

To  
Marine Engineer Grade -I  
A.O. Building, Ground Floor, Room No 11  
Deendayal Port Authority  
Gandhidham, Kutch, Gujarat – 370201.  
[rajdeo.kumar@deendayalport.gov.in](mailto:rajdeo.kumar@deendayalport.gov.in)  
[mech.marine@deendayalport.gov.in](mailto:mech.marine@deendayalport.gov.in)  
[mech.div.kpt@gmail.com](mailto:mech.div.kpt@gmail.com)

Sir/Madam,

**Sub: Tender for CHARTERING of "MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT OF CONTRACTOR OWNED 01 NOS. ASTDS-GTTP TUG FOR 15 YEARS AND EXTENDABLE BY 02 MORE YEARS" at DPA – Reg.**

Reference: NIT No: \_\_\_\_\_

- 1) I/We, (Name of bidder) having examined the Tender Document and understood its contents, hereby submit our bid for to DPA
- 2) All information provided in the tender including Addendum/Corrigendum and in the Forms/Annexure are true and correct and all documents accompanying such tender are true copies of their respective originals.
- 3) I/We shall make available to DPA any additional information it may find necessary or require to supplement or authenticate the Tender.
- 4) I/We acknowledge the right of DPA to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 5) I/We also certify the following:
  - a) I/We have not been debarred by the Central/State Govt. or any entity controlled by then or any other legal authority for participating in any tender/ contract/agreement of whatever kind
  - b) I/We certify that in the last three years, I/We have neither failed to perform on any contract, as evidence by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority/entity for breach on our part.
- 6) I/We declare that:
  - a) I/We have examined and have no reservations to the bid document, including the Addenda/Corrigendum issued by DPA thereon
  - b) I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence to influence
- 7) I/We understand that DPA reserves the right to accept or reject any tender and to annul the bidding process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof
- 8) (Name of Bidder) hereby undertakes that I/We will abide by the decision of DPA in the matter of examination, evaluation and selection of successful bidder and shall refrain from

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challenging or questioning any decision taken by DPA in this regard

Thanking you,  
Yours faithfully,

Signature of authorized signatory of firm/Lead member

(Seal)

.....

Name: .....

Designation: .....

Date: .....

Address: .....

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Enclosures:

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**FORM-2**  
**(Applicable for MSE's)**  
**(BID SECURITY DECLARATION)**

(Bidder shall upload the duly filled Tender Form in the company letter head and also send the hardcopy to the following address on or before the time of opening of technical bid)

Date: DD/MM/YYYY

Tender No. \_\_\_\_\_

To  
Marine Engineer Grade -I  
A.O. Building,  
Ground Floor, Room No 11  
Deendayal Port Authority Gandhidham  
Kutch, Gujarat – 370201.  
[rajdeo.kumar@deendayalport.gov.in](mailto:rajdeo.kumar@deendayalport.gov.in)  
[mech.marine@deendayalport.gov.in](mailto:mech.marine@deendayalport.gov.in)  
[mech.div.kpt@gmail.com](mailto:mech.div.kpt@gmail.com)

Sir/Madam,

**Sub: Tender for CHARTERING of "MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT OF CONTRACTOR OWNED 01 NOS. ASTDS-GTTP TUG FOR 15 YEARS AND EXTENDABLE BY 02 MORE YEARS" at DPA – Reg.**

I/We, the undersigned, do hereby declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two year from the date of notification if I am /We are in breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impaired or deviated from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) failed or refused to execute the contract, if required, or (ii) failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

NAME:

DESIGNATION:

SEAL

SIGNATURE:

Place:

Date:

**SPECIMEN LETTER OF INTEGRITY PACT**  
**(To be executed on Rs. 300/- non-judicial stamp paper)**

INTEGRITY PACT BETWEEN  
**DEENDAYAL PORT AUTHORITY (DPA) hereinafter referred to as "The Principal"**

AND

(Name of The bidders and consortium members) hereinafter referred to as **"The Bidder / Contractor"**

Preamble: The Principal intends to award, under laid down organizational procedures, contract(s) /concession(s) for Tender No. .... The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - (c) The Principal will exclude from the process all known prejudicial persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition, can initiate disciplinary actions.

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## Section 2 - Commitments of the Bidder(s) / Contractor(s)

- (1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender processor the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only.
  - e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
  - f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.



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### Section 3 - Disqualification from tender process and exclusion from future contracts.

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s)

/ Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

### Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
- (3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

### Section 5 - Previous transgression

- (1) The Bidder declares that, no previous transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprises in India, that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business dealing".

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

- (1) In case of a Joint Venture, all the partners of the Joint Venture will enter into agreement with identical conditions as this on which all Bidders.
- (2) There is no provision of sub-contract in the tender, any violation of the same, Contractor shall be held solely responsible for the same.

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## Section 7 - Criminal charges against violating Bidders / Contractors

If the principal obtains knowledge of conduct of a Bidder or Contractor or of an employee, or a representative, or an associate of a Bidder or Contractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the same to the Chief Vigilance Officer (CVO) and the CVO will take further necessary action as deemed fit in accordance with the CVC Manual.

## Section 8 - External Independent Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contact documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Bidder / Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recues himself / herself from that case
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder / Contactor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in this regard submit non- binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate

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action.

- (7) The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word "Monitor" would include both singular and plural.

#### Section 9 - Pact Duration

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

#### Section 10 - Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Gandhidham, Gujarat.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

- (4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.



समुद्री अभियंता विशेषी-१  
दीनदयाल पोर्ट प्राधिकरण  
Marine Engineer Gr-I  
Deendayal Port Authority

(For & on behalf of the Principal)  
(Office Seal)

(For & on behalf of the Bidder/Contractor)  
(Office Seal)

Place : Gandhidham

Date : \_\_\_\_/\_\_\_\_/20

Signature of Witness  
(Sign, Name & Address)

Signature of Witness  
(Sign, Name & Address)

ASST. ENGINEER (M),  
SUB DIVISIONAL OFFICER—  
DEENDAYAL PORT AUTHORITY

Note :-

1. The bidder has to execute Integrity Pact Agreement with Deendayal Port Authority (as per Bid Response Sheet No. 10) as per procedure given under Section 2 of the tender documents.
2. At present, the matter related to nomination of IEMs for DPA is under consideration of Hon'ble CVC. After getting nomination, the appointment order for two IEMs will be issued in due course and the name and contact details of IEMs will be shared with the potential bidders / Successful bidder.

**FORM-4**  
**PROFILE OF THE BIDDER**

<b>General Information</b>	
Type Of Vendor	Person / Organization / Group
Registered Name of the Vendor	
Type of the Vendor	MSME / MSME (SC) / MSME (ST) / Others
Address of the Registered Office or Head Office	
Mailing Address of the Bidder	
PAN	
GSTN Number	
Phone Number (with STD code)	
E-mail ID	
Type of Entity	
Date of Establishment	
Name of the Chief Executive	--
Name of Authorized Signatory	
Mobile No. and Email ID of the Authorized Signatory	
Email:	
Mobile No:	
Name of Contact Person	
Mobile No. and Email ID of the Contact Person	
Email:	
Mobile No:	
Other details, if necessary	
<b>RTGS / NEFT Details</b>	
Name of the Bank	
Bank (Branch) Postal Address	
Bank Account Number	
Nature of the Account	
RTGS* - Code of the Branch	
NEFT** - Code of the Branch	
MICR Code	

*RTGS\* - Real Time Gross Settlement"*

*NEFT\*\* - \*National Electronic Fund Transfer".*

***These "IFSC" Codes are unique numbers of each Branch - "Indian Financial Service Code'. For some Branches both the codes are the same and some Banks, may***

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***maintain one Code No. for RTGS and another Code No. for NEFT. Hence, please fill - up both the rows, even if it is the same.***

[Name and Designation of Signatory]  
Person  
Name:

Seal & Signature of Authorized

Designation:

Date:

Name of Firm:

Place:

Address:

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**FORM-5**

**WORKS EXECUTED DURING LAST 7 YEARS**

**Please provide information only for the projects as per Eligibility criteria for which the Employer as a corporate entity legally contracted your firm, or where your firm participated as one of the major companies within a consortium/company.**

Contractor's Experience in similar projects only:

Sl. No	Project Name	Project Value	Amount in INR	Contract Period	
				Date of commencement	Date of Actual completion

**Note:**

- i. Copy of the documentary proof for the completed works (the best illustrated above) issued by the employer/competent authority to the bidder should be enclosed as required in eligibility criteria as per clause Section 3 Clause 3 of instructions to bidder. The copy of document should be duly notarized, subject to production of the originals when demanded.*
- ii. Separate sheet for each completed works should be attached by the bidder.*

DATE:

BIDDER'S SIGNATURE WITH STAMP

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**FORM-6**

**ANNUAL FINANCIAL TURNOVER**

**Firm's Financial Data: Turnover of the firm**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Turnover in INR**</b>
1	2021-2022	
2	2022-2023	
3	2023-2024	
	<b>Average of 03 years</b>	

**\*\*Note:**

***Bidder shall submit the copy of the Audited Balance Sheets/Profit & Loss Accounts of their firm/s for the last three- year as required in eligibility criteria as mentioned in Section 3 Clause 3 of Instructions to the Bidders. The copy of document should be duly notarized, subject to production of the originals when demanded. Turnover Certificate issued by the Chartered Accountant on its letter head along with UDIN No.***

**DATE:**

**BIDDER'S SIGNATURE WITH  
STAMP**



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**FORM-7**

**PROFORMA OF POWER OF ATTORNEY**

(To be executed on non-judicial stamp paper of Rs.300/- the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

To  
Marine Engineer Grade -I  
A.O. Building,  
Ground Floor, Room No 11  
Deendayal Port Authority  
Gandhidham  
Kutch, Gujarat – 370201.  
[rajdeo.kumar@deendayalport.gov.in](mailto:rajdeo.kumar@deendayalport.gov.in)  
[mech.marine@deendayalport.gov.in](mailto:mech.marine@deendayalport.gov.in)  
[mech.div.kpt@gmail.com](mailto:mech.div.kpt@gmail.com)

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  
{copy of board resolution attached (in case of company)} for tender no -- for  
the work of \_\_\_\_ and his specimen signature is appended here to.

We confirm that we shall be bound by all and whatsoever our said signatory shall  
commit. We understand that the communication made with him by the  
employer/Board shall be deemed to have been done with us in respect of this  
Tender.

[specimen signature]

Yours faithfully,

Signature:  
Name &  
Designation: For &  
on behalf of:

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## **FORM-8**

### **FORMAT FOR PERFORMANCE SECURITY (BANK GUARANTEE)**

(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 Authorities of  
the Port of Kandla,  
Deendayal Port Authority  
A.O. Building, P.O.  
Box No.50,  
Gandhidham -  
Kutch.

In consideration of the Board of Deendayal Port Authority of the Port 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 of the Port of [DEENDAYAL PORT AUTHORITY], its successors and assigns) having agreed to exempt

\_\_\_\_\_ (hereinafter called the "contractor") (Name of the contractor/s) from the demand under the terms and condition of the contract, vide \_\_\_\_\_ (Name of the Department)'s letter No. \_\_\_\_\_ Date \_\_\_\_\_ made between

the contractors and the Board for execution of \_\_\_\_\_ covered under Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only we, the (Name of the Bank and Address) \_\_\_\_\_ hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, \_\_\_\_\_ (Name of Bank) (Name of Branch), do hereby Undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or suffered by the Board by reason of the contractor's 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

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any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, (Name of Bank and Branch), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the \_\_\_\_\_ (Name of the user department) of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, (Name of Bank and Branch), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. It is also hereby agreed that the Courts in Gandhidham would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

8. We, \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

9. Notwithstanding anything contained herein:

(a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only);

(b) This Bank Guarantee shall be valid up to \_\_\_\_\_; 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

**FORM-9****TECHNICAL SPECIFICATION OF ASTDS-GTTP TUG**

(Certificates certifying the below should be uploaded with the technical bid)

<b>Sno</b>	<b>Particulars</b>	<b>Details</b>
1	Name of the Tug	
2	Official No.	
3	Call Sign	
4	Gross Tonnage	
5	Net Tonnage	
6	Year of built	
7	L.O.A.	
8	Breadth (moulded)	
9	Depth (moulded) main hull	
10	Draft (max)	
11	Speed	
12	Flag/Nationality	
13	Port of registry	
14	Main Propulsion Thruster details	
15	Propulsion and steering	
16	Auxiliaries	
	a) Total no of DG sets on board	
	b) Make/Model No	
	c) Rating of each DG set in KVA	
	d) Total shipload in KW/Watt	
	e) Fuel oil consumption of Aux Engine at 100% MCR	
	Fuel Capacity	
17	Fresh water capacity	
20	Fresh water Consumption per day	
21	Communication equipment (Specify)	
22	Navigation Equipment (Specify)	
23	Lube oil consumption	
24	Manning	
25	LSA/FFA Equipment	

Signature of the Bidder with Seal

Note :- The Bidder should fill all data available at the stage of bid submission available with Builder(s)

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**FORM-10**

**LETTER OF ACCEPTANCE**

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

To: \_\_\_\_\_

(Name & address of contractor)

Dear Sir,

Sub: Tender No. Title of Tender

Ref: Your Bid Dated

And (list of correspondence with the Bidders)

This is to notify you that your bid dated \_\_\_\_\_ for supply 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 (21) days of the receipt of this letter of acceptance and valid up to 21 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 (14) 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.

The Engineer-In-Charge for the work shall be Shri \_\_\_\_\_.

Please acknowledge receipt.

Yours faithfully,

Authorized signature  
Name and title of signatory  
Deendayal Port Authority

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**FORM-11****LIST OF DOCUMENTS TO BE SUBMITTED BY THE BIDDER TO CONSIDER RESPONSIVENESS**

(To be enclosed in PART I & II – TECHNO-COMMERCIAL BID)

S.No	Clause Reference no	Description of Documents
1	Form-I	Tender form
2	Form-II as per Section3 Clause 4	Bid security declaration
3	Form-III as per Section3 Clause 5	Integrity pact
4	Form-IV	Profile of the bidder
5	Pre-Qualification Criteria as per Section3 Clause 3	Details of similar works/experience (inclusive of work order, completion etc.) 1. Similar work 2. Similar work 3. Similar work
		Annual turnover (Along with Profit/Loss statement, Auditors statement for last three years)
6	Form-VII	Power of attorney
7	Form-VIII as per clause Section3 Clause 17	Format of Bank guarantee
8	Form-IX as per Section 4 Clause 2 and Clause 3	Technical specifications duly filled
9	As per clause Section1 Clause 2, (xiv)	Undertaking stating not Blacklisted by Govt/PSU/Any Major Port.
10	As per Section 5. Clause 2) b) 1.	Undertaking stating No modification in Bid document carried out
11	As per Section 3 Clause 11	Company registered document
12	As per Section 3 Clause 11	PAN CARD, GST registration number
13	As per Section 5 Clause 27	Details of personal and their qualification, experience and key

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13	As per Section 5 Clause 27	Details of personal and their qualification, experience and key personnel for administration & execution of this contract and coordinator.
14	As per Section 3 Clause 11	Details of the Partners/Directors as applicable.
15	As per clause Section1 Clause 2, (xv)	Detailed information regarding current litigation, if any, in which the Bidder is currently involved.

***Note: All the documents to be submitted by the Bidder shall be uploaded after scanning and shall be legible. Bidder is required to mention relevant page numbers / marking of his offer while filling up the above format.***



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**FORM-12**

CHARTER PARTY AGREEMENT

**FORM OF AGREEMENT (FOR EXECUTION OF WORK)**

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

[the successful bidder shall fill in this form in Accordance with the instructions indicated]

This agreement made of this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Twenty-Five between the Board of Deendayal Port Authority, a body corporate under Major Port Authorities Act, 2021 have its registered office at Administration Office Building at Gandhidham (Kutch) (hereinafter called the 'Board' which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and \_\_\_\_\_ (Name and address of all the partners if a partnership with all their address) hereinafter called the 'Contractor' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors, administration, representatives and assignees or successors in office of the other part.

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

WHEREAS the Contractor has deposited a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as security deposit in the form of Online Digital Transfer or FDR or in form of Bank Guarantee for the due fulfilment of all the conditions of the contract.

AND WHEREAS the Contractor herein has agreed to charter the said Tug on the terms and conditions contained herein:

**NOW THIS AGREEMENT WITNESSETH**

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter refereed to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.,
  - a) This contract agreement
  - b) Notice Inviting Tender
  - c) General Instructions to Bidders
  - d) Instruction for Online Bid Submission
  - e) Instruction to Bidders (ITT)
  - f) Scope of Work
  - g) General Conditions of contract
  - h) Special conditions of contract
  - i) Addendum/ Corrigendum of tender documents
  - j) BOQ
  - k) Letter of Acceptance
  - l) Performance Security/Bank Guarantee

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Other conditions agreed and documented through various correspondence dated\_\_\_\_\_

3. The Contractor hereby covenants with the Board to complete the work of \_\_\_\_\_in conformity in all respects, with the provisions of the contract.
4. The Board hereby covenants to pay the Contractor in consideration of such completion of the works, the contact price of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only) at the time and in the manner prescribed of the contract.

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

Witness

1. Name & Address\_\_\_\_\_ Signature of Contractor Seal

2. Name & Address\_\_\_\_\_ Seal

Signed, sealed and delivered by Shri \_\_\_\_\_on behalf of the Board in presence of

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

2. \_\_\_\_\_

(Chief Mechanical Engineer)

Deendayal Port AuthorityThe common seal of the Board of Authorities of the Port of affixed in the presence of:

(Secretary)  
Deendayal Port Authority

## **FORM-13**

### **Specimen format for Pre-qualification of bidders**

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

- 1.** Only for individual bidders
- 1.1** Constitution of legal status of Bidder (Attach copy)
  - Place of registration:
  - Principal place of business
  - (power of attorney of signatory of Bid (Attach)
- 2.** Turnover of the Contractor

Description	Year	Turn over
(insert the year as per PQC) i.e. last three financial years ending 31st march of the previous year as certified by Chartered Accountant	2021-2022	
	2022-2023	
	2023-2024	

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

Attested Copy of Annual Turnover during last three year ending of the previous financial year.

- 3.** Similar works

Particulars	Year	No. of Woks	Value
Total value of completed Similar work as defined in thetender document during last 7years.	2017-2018		
	2018-2019		
	2019-2020		
	2020-2021		
	2021-2022		
	2022-2023		
	2023-2024		

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

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

Descriptio nofwork	Plac e& Sta te	Contr act No. & Date	Name & Address ofPort or Dept.	Value of Contr act in Rs.	Stipulate d Period o f Completi on	Value of remainin gto be complet ed	Anticipa teddate of completi on
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>

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(2) Works for which bids already submitted.

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

Attach attested certificates.

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

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

**6. Additional information bidder may like to submit**

Duly authorized to sign this authorization on behalf of: (insert complete name of Tenderer) Dated on \_\_\_\_ day of \_\_\_\_ (insert date of signing)

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**FORM-14**

**SPECIMEN FORMAT FOR EXCEPTIONS AND DEVIATIONS**

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

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

Note: however, the bidders 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)

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**FORM-15**

**SPECIMEN FORMAT FOR DECLARATION  
(To be executed on bidder's Letter Head)**

To  
Marine Engineer Grade -I  
A.O. Building,Ground Floor, Room No 11  
Deendayal Port Authority Gandhidham  
Kutch, Gujarat – 370201.  
[rajdeo.kumar@deendayalport.gov.in](mailto:rajdeo.kumar@deendayalport.gov.in)  
[mech.marine@deendayalport.gov.in](mailto:mech.marine@deendayalport.gov.in)  
[mech.div.kpt@gmail.com](mailto:mech.div.kpt@gmail.com)

Ref: (Project title)

Sir,

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

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That, in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the opening of Price bid of the Tender on the basis of provisions made in the Tender Documents to follow.
- (c) When the call for Tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the contractor changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (e) We also state that no changes have been made by us in the downloaded tender formats and understand that in the event of any discrepancies observed, the tender hoisted on website of (n) procure is full and final for all legal/contractual obligations.
- (f) We also declare that, our contractor has not been banned / de-listed by any government or PSUs.
- (g) We also give an undertaking that, we have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

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

Place: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Represented by (Name & capacity): \_\_\_\_\_

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FORM-16

**AUTHORITY FROM BANK FOR ALL BGs**

(To be executed on Bank's Letter Head)

To  
Marine Engineer Grade -I  
A.O. Building,  
Ground Floor, Room No 11  
Deendayal Port Authority  
Gandhidham  
Kutch, Gujarat – 370201.  
[rajdeo.kumar@deendayalport.gov.in](mailto:rajdeo.kumar@deendayalport.gov.in)  
[mech.marine@deendayalport.gov.in](mailto:mech.marine@deendayalport.gov.in)  
[mech.div.kpt@gmail.com](mailto:mech.div.kpt@gmail.com)

Sub: Our Bank Guarantee No. \_\_\_\_\_ Dated \_\_\_\_\_ for Rs. \_\_\_\_\_  
Favoring yourselves issued on a/c of M/s. \_\_\_\_\_ (Name of contractor)

Dear Sir,

We confirm having issued the above mentioned guarantee favoring yourselves, issued on account of M/s. \_\_\_\_\_ validity for expiry up to date \_\_\_\_\_ and claim expiry date up to \_\_\_\_\_. We also confirm 1)

\_\_\_\_\_ 2) \_\_\_\_\_ is/are empowered to sign such Bank Guarantee on behalf of the Bank and his/their signatures is/are binding on the Bank.

Name of signature of Bank Office

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FORM-17

**Bank Payment Agreement Form**

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

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

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

Signature of the Party Seal of the Company

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

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

Signature of the Bank Manager



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## FORM-18

### **EVIDENCE TOWARDS SITE VISIT**

I, Shri \_\_\_\_\_ authorized representative of M/s. \_\_\_\_\_ (authorization letter issued by the firm with my specimen signature and passport size photo and Aadhaar card are enclosed) have visited the site on \_\_\_\_\_ with DPA representative Shri \_\_\_\_\_, (Designation) \_\_\_\_\_ for the work of "CHARTERING of "MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT OF CONTRACTOR OWNED 01 NOS. ASTDS-GTTP TUG FOR 15 YEARS AND EXTENDABLE BY 02 MORE YEARS" at DPA. " and inspected the site and other issues related to tender to my satisfaction.

<b>Seal, Name and Signature of the bidder</b>	<b>Name, designation and signature of DPA representative who assisted bidder during site visit.</b>	<b>Seal, name and signature of ME GR-1</b>

**FORM-19**  
**TENDER INFORMATION FORM**

*[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date:	[insert date (as day, month and year) of Tender Submission]
	Tender No.: [insert number of Tendering process]

*Page \_\_\_\_\_ of \_\_\_\_\_ pages*

1.	Tenderer's Legal Name <i>[insert Tenderer's legal name]</i>
2.	In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3.	Tenderer's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration along with Registration Details]</i>
4.	Tenderer's Year of Registration: <i>[insert Tenderer's year of registration]</i>
5.	Tenderer's Legal Address in Country of Registration: <i>[insert Tenderer's legal address in country of registration]</i>
6.	Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7.	Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITT. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT. <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. <input type="checkbox"/> <u>PAN NUMBER</u> <input type="checkbox"/> <u>GST Registration Number</u>

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## **FORM-20**

### **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 of .....2025 by and between (i) M/s. .... (Name of the firm to be filled-in).....,(ii) M/s.....(Name of the firm to be filled-in, ....., primarily for the work under the Deendayal Port AUTHORITY.

All the partners of the Joint Venture /Consortium hereinafter individually referred to as the parties and collectively as the Joint Venture/Consortium`.

#### **1. Formation of Joint Venture/Consortium**

1.1.

(i)M/s..... (Name of the firm to be filled in) is engaged in.....

.....(Details of the works undertaken by the party)

(ii)M/s..... (Name of the firm to be filled in) is engaged in.....  
i..... (Details of the works undertaken by the party)

(iii) .....

1.2. On behalf of Board of AUTHORITY of Deendayal Port (hereinafter referred to as —Employer|]), the Chief Mechanical Engineer , DEENDAYAL Port AUTHORITY has invited bids from the experienced, resourceful and bonafide Developers with proven technical and financial capabilities of executing the work\_\_\_\_\_.

].

1.3. The parties have been exploring together the ways and means of collaboration for the purpose of an offer to be made for the said project of the Deendayal Port AUTHORITY and have mutually agreed to enter into a Joint Venture/Consortium Agreement to submit a common bid for the project and to carry out the project works in the event of award of the contract, in association with each other and (.....Name of Partner to be filled in.....) shall be the Lead Partner and (i) (.....Name of Partner to be filled in.....), (ii) (.....Name of Partner to be filled in.....), shall be the other partner(s).

NOW THEREFORE IT HAS BEEN AGREED TO BETWEEN THE PARTIES AS FOLLOWS

1.4 The Joint Venture/Consortium will be known as..... (.....Name of JV to be filled in.....)..... and shall consist of (i) (.....Name of the firm to be filled in.....), (ii) (.....Name of the firm to be filled-in.....), , parties to the present agreement.

1.5. The recitals are true and correct and form an integral part of this agreement and are representations of the parties to which they relate and have been relied upon by the parties to enter into the present agreement.

1.6. Notwithstanding the date of signature of this agreement, its effective date will be the date of submission of bid.

1.7. All costs incurred by the parties before the date of award of contract will

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be borne by the parties concerned. All costs in implementation of this Joint Venture/Consortium Agreement after award of contract till the expiry of this agreement will be borne by the parties as here in after provided.

1.8. The Joint Venture/Consortium will be dissolved and this agreement will cease to have effect on completion of this project, maintenance and fulfillment of all other conditions under the contract, upon receipt of payment of all amounts from the Employer and on settlement of accounts between the parties as hereinafter provided.

1.9. The contract, if awarded by the Employer, Letter of Acceptance shall be issued in the name of (....Name of JV/Consortium to be filled in ) and the Contract shall be signed by legally authorized signatories of all the parties.

1.10. All the parties of the JV/Consortium shall be jointly and severally liable during the bidding process and the bid document shall be signed by legally authorized signatory of all the parties.

1.11. The financial contribution of each partner to the JV/Consortium operation shall be:

(i) M/s..... (Name of the partner to be filled-in) - .....

(ii) M/s..... (Name of the partner to be filled-in) - .....

(iii) .....

1.12. All the parties of the JV/Consortium shall be jointly and severally liable for the execution of the project in accordance with the Contract terms, in the event of award of contract. The delineation of duties, responsibilities and scope of work shall be:

a) The Lead Partner shall provide suitable experienced personnel at site, for general planning, site management and equipment operations, during entire period of contract execution.

b) (.....Name of Partner to be filled-in ) shall carry out the following works

c) (.....Name of Partner to be filled-in.....) shall carry out the following works

d) .....

1.13. The parties hereto agreed that each of them shall duly and properly perform all the functions and all costs related to their respective works.

1.14. The parties hereto shall be at liberty to enter into liaison work/correspondence with statutory and local authorities as the circumstances warrant individually or collectively.

1.15. It is hereby agreed and undertaken that, all the parties are jointly and severally liable to the —Board of Port of Deendayal for the performance of the contract.

1.16. Notwithstanding demarcation or allotment of work between JV/Consortium partners, JV/Consortium each partner shall be liable for non-performance of the whole contract irrespective of their demarcation or share of

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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 the .....day of.....2025

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

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

Witness1

Witness2

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## FORM-21

### PROFORMA OF POWER- OF-ATTORNEY FOR LEAD MEMBER OF JV/ CONSORTIUM (To be submitted on Non-judicial Stamp Paper of appropriate value)

By this Power-of-Attorney executed on this .... day of ...(month) of 2022, we, (i) (.....Name of legally authorized signatory of first partner to be filled in .....), (ii) (.....Name of legally authorized signatory of second partner to be filled in), .....hereby jointly authorize and agree the Lead Partner, M/s (.....Name of the lead partner to be filled in.....), ( a ) to submit bid , negotia t e a n d c o n c l u d e c o n t r a c t a n d i n c u r a l l l i a b i l i t i e s t h e r e w i t h o n b e h a l f o f t h e p a r t n e r ( s ) o f t h e J V / C o n s o r t i u m d u r i n g t h e b i d d i n g p r o c e s s : a n d ( b ) i n t h e e v e n t o f a s u c c e s s f u l b i d , t o i n c u r l i a b i l i t i e s a n d r e c e i v e i n s t r u c t i o n s f o r a n d o n b e h a l f o f t h e p a r t n e r ( s ) o f t h e J V / C o n s o r t i u m a n d t o c a r r y o u t t h e e n t i r e e x e c u t i o n o f t h e c o n t r a c t i n c l u d i n g p a y m e n t f o r t h e w o r k o f .....(insert name of the work)..... exclusively through Lead Partner.

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

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

Signature, name and seal of the certifying authority/ Notary Public.

## **FORM-22**

### **FORMAT FOR DETAILS OF CONSORTIUM MEMBERS**

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
Nature of Experience (no. of years, expertise)				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Member* Name: Designation: Telephone No: Email:				
4. Details of Firm's previous experience				
Project and Location	Name, address and telephone no. of Client	Scope	Duration (Start Date-completion Date)	Status
1. 2. 3.				

**FORM-23**  
**Specimen EMD (Bank Guarantee Format)**

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

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

Beneficiary's Bank details area as under

Account No. 10316591671

IFSC Code : SBIN0060239

Beneficiary: (Name and Address of Employer/Board) The Board of Deendayal Port Authority

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.



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

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[Signature(s)]

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

## **Section- 7**

### **PRICE BID**

**(Bidders to duly fill the BOQ as part of "PRICE BID" online mode through n-procure only.)**

Sub: CHARTERING of "MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT OF CONTRACTOR OWNED 01 NOS. ASTDS-GTTP TUG FOR 15 YEARS AND EXTENDABLE BY 02 MORE YEARS " at DPA , as per the mentioned scope of work.

Sr. No.	Particulars	Qty	Unit	Rate	Amount
1.	CHARTERING of MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT OF CONTRACTOR OWNED 01 NOS. ASTDS-GTTP TUG FOR 15 YEARS at DPA 5475 days X 1 nos. Tug = 5475 days	5475	Per day		

### **NOTE**

The fixed charges quoted above will be valid for entire period of contact and the Contractor will be required to provide the extra services whenever required by DPA by giving at least six months advance notice.

1. The rates quoted by me/us above will remain valid for a period of 180 days from the date of opening of technical bid.
2. All tenders shall be accompanied by technical drawings, literature and detailed descriptions of the Tug offered by the contractors. For vessels under construction, all available drawings and available certificates to be given with an undertaking that the vessel will be ready within the mobilization period.

Name of the Tenderer  
Company  
Full Address

\_\_\_\_\_  
\_\_\_\_\_  
Signature by for and on behalf of Tenderer  
Name and Designation  
\_\_\_\_\_