
DEENDAYAL PORT AUTHORITY



MARINE DEPARTMENT

TENDER DOCUMENTS FOR

**"Providing Marine services at HGCTKPL at
Tuna Tekra for a period of 10 years"**

TENDER NO.05/2025

Tender Invited by: -

Deputy Conservator,
A.O. Building, 1st Floor,
Deendayal Port Authority,
Gandhidham – Kutch,
Gujarat – India

PHONE NO: + 91-2836-233585, 220235
Mobile No. 98252 27610

Email ID: dyconservator@deendayalport.gov.in
supdtacmarine@deendayalport.gov.in

TENDER NO: DC- 05/2025

NAME OF WORK: "Providing Marine services at HGCTKPL at Tuna Tekra for a period of 10 years"

PERIOD OF DOWNLOADING OF BID DOCUMENTS

FROM	:	<u>18.07.2025</u>
TIME & DATE OF PRE-BID MEETING	:	@ 15.30 Hrs. on 30.07.2025
LAST DATE & TIME FOR RECEIPT OF BIDS	:	@ 15.00 Hrs. on 20.08.2025
TIME & DATE OF OPENING OF BIDS	:	@ 15.30 Hrs. on 20.08.2025
PLACE OF OPENING OF BIDS	:	CHAMBER OF DEPUTY CONSERVATOR, DEENDAYAL PORT AUTHORITY, A.O. BUILDING, 1 ST FLOOR, GANDHIDHAM – KUTCH, (GUJARAT STATE) 370 201.

OFFICER INVITING BIDS: DY. CONSERVATOR, DEENDAYAL PORT AUTHORITY

DEENDAYAL PORT AUTHORITY

TENDER FOR

“Providing Marine services at HGCTKPL at Tuna Tekra for a period of 10 years”

Sr. No.	Description
1	Tender Notice
2	Notice inviting online tender
3	Section-I Instructions to tenderer
4	Section-II General Conditions of Contract definition and interpretation
5	Section-III Scope of work & Technical information
6	Section – IV Tendering Forms – Form No. 1 to 20
7	Section – V Personnel
8	Section – VI Scope of operation
9	Schedule – B – Price Bid

DEENDAYAL PORT AUTHORITY
TENDER NO.05/2025

E-Tenders are invited by **THE DEPUTY CONSERVATOR, 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 Downloaded from	Date of pre Bid Meeting	Last date and time of submission of Bid	Date and time of opening of Bid
Providing Marine Services at <i>HGCTKPL</i> Terminal at Tuna/Tekra for the period of 10 years.	5900/- (Including GST)	Rs. 498.03 crores Rs. 49.80/- crores Per Year	Rs. 49,80,338/-	18/07/25	30.07.25 At 15.3 hrs.	15.00 hrs. on 20/08 / 2025	15.30 hrs. on 20/08/2025

Detailed tender notice along with complete tender documents can be downloaded from website: <https://tender.nprocure.com> from 18/07/2025 to 20.08.2025 at 15.00 hrs. The tender Notice is also available on <https://www.deendayalport.gov.in> and <https://eprocure.gov.in>. Technical bid will be opened on 20.08.2025 at 15.30 hrs. The date of opening of price bid will notified after scrutiny and evaluation of Technical Bid. For Further details, contact: 02836-220235/233585, Mobile No. 98252 27610 At office of the Deputy Conservator administrative building Gandhidham during any working hrs before the last date and time of downloading the Tender Document.

**Deputy Conservator,
Deendayal Port Authority**

NOTICE INVITING ON LINE TENDER

Department	Marine Department
Circle/ Division	Marine Department, A.O. Building, 1st Floor, Gandhidham (Kutch) – 370 201.
Tender Notice No.	DC-05/2025
Name of Project	Providing Marine services at HGCTKL at Tuna Tekra for a period of 10 years.
Name of Work	Providing Marine services at HGCTKL at Tuna Tekra For a period of 10 years
Estimated Contract Value (INR)	Rs. 498.03 crores Rs. 49,80,33,820/- (Forty-nine crores eighty lakhs thirty three thousand eight hundred twenty two only) per Annum
Period of hiring	10 years from the date of deployment of tugs.
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	INR
<u>Pre-Qualifying Criteria:</u>	<p>1. <u>Financial Standing:</u></p> <p>The average annual financial turnover of the Bidder over the past three years ending 31st March of previous financial year should not be less than Rs.1494.10 Lakhs, Certified by Chartered Accountant along with Unique Document Identification Number (UDIN).</p> <p>2. <u>Experience in terms of:</u></p> <p>Experience of having successfully completed similar works/on-going works completed more than one-year period, during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -</p> <p>(i) Three similar completed works each costing not less than Rs. 1992.14 Lakhs (excluding GST). OR</p> <p>(ii) Two similar completed works each costing not less than Rs.2490.17 Lakhs (excluding GST). OR</p>

(iii) One similar completed work costing not less than **Rs. 3984.27** Lakhs (excluding GST).

Similar works means "Hiring/Chartering with manning and operation of harbor tugs for Port/Harbour Operations".

3. Capability and Resources: The Bidder should be in business of hiring/ management of crafts/port operations.

4. 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.

In case of ongoing works, completed more than one-year period, completed value of work as on last day of month previous to the one in which applications are invited should be considered for qualification.

Note: If the bidder has executed the work in private organization, necessary TDS certificate issued by the private organization shall be submitted.

5. Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

Available Bid capacity = $A \times 1.5 (M) \times N - B$, Where,

"A" = Maximum value of engineering works executed in any one year during last five years (updated at the current price level), taking into account the completed as well as work in progress.

"M" = Multiplier Factor

"N" = Number of years prescribed for completion of the subject contract.

"B" = Value (updated at the current price level) of the existing commitments and ongoing works to be completed in the next "N" years.

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

<u>Joint Venture:</u>	<u>Allowed</u> <ul style="list-style-type: none"> • In case of JV to qualify experience in similar works, merging of work order value executed by two or more of 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. • Lead partner should have executed at least one similar work costing Rs. 1992.14 lakhs in case quoting for one tug as per Minimum Eligibility Criteria. • The works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of joint venture or as a
	<p>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.</p> <ul style="list-style-type: none"> • In the case of bid submitted by JV/ Consortium, the <i>lead partner of the JV shall meet the Minimum Eligibility Criteria of Financial Turnover.</i>

Integrity Pact:	<p>The Employer / Authorized person of Employer shall sign the IP as per Form-VI in the Presence of a witness, who shall also affix his/ her signature thereof and then the same IP shall be uploaded by them on n-procure portal at Preliminary Bid stage, failing which bid will be considered non-responsive.</p> <p>(2) The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which any potential bidder is unable to upload the IP Agreement, then he/she shall submit the Hardcopy of the duly filled, signed IP Agreement to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.</p> <p>Integrity Pact need to be submitted in Preliminary bid stage duly scanned, stamped, signed and dated along with one witness signatures (to be arranged by the bidder) as per format available in 'Form-6' in the tender document failing which bid submitted by the bidder will be considered non-responsive.</p>
Downloading Websites:	https://tender.nprocure.com . http://www.deendayalport.gov.in . http://www.eprocure.gov.in .
Bid Document Fee:	Rs.5,900/- (Including GST 18%)
Bid Document Fee Payable To:	Document Fee shall be made through online payment mode in Bank A/c of Deendayal Port Authority at Bank of Baroda, Gandhidham Branch, a/c no.: 10080100022427, IFSC Code: BARBOGANKUT

Bid Security/ EMD(INR):	Rs. 49,80,338/-
Bid Security/ EMD (INR) In Favour of:	Shall be made through 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. OR Insurance Surety Bond for EMD as per Form XIV
Bid Document Downloading Start Date	18/07/2025
Bid Document Downloading End Date	20/08/2025
Date & Place of Pre-Bid Meeting	30/07/2025 @ 15.30 Hrs. in the Board room.
Last Date & Time for Receipt of Bids	20/08/2025 up to 15.00 Hrs.
Bid Validity Period	120 Days from the date of opening of technical bid.
Condition for EMD & Tender fee.	<p><u>Tender Fees:</u> 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.</p> <p><u>EMD:</u> Rs. 49,80,338/-(Rupees Forty nine lakhs eighty thousand three hundred thirty eight Only) Shall be made through 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.</p> <p>OR Insurance Surety Bond for EMD as per Form XIV</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 Sub class Nos. 30111,30112,30113 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 & relevant certificate on (n) procure website along with 'Bid Securing Declaration Form' (Form-XIII) in</p>

preliminary bid failing which the bid shall be considered non-responsive.

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

Banking Details:

Bank of Baroda, Gandhidham Branch, a/c no.: 10080100022427, IFSC Code: BARBOGANKUT.

Bid Opening Date:

Technical Bid will be opened on 20/08/2025 @ 15.30 Hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.

Documents required to be submitted by scanning through online:	Documents in support of fulfilling qualifying criteria as indicated above. EMD and tender fee in the form of online transfer/digital mode or Bank Guarantee mode
Officer- Inviting Bids:	Deputy Conservator, Deendayal Port Authority, Marine Department, A.O. Building, 1st Floor, Deendayal Port Authority, Gandhidham (Kutch)
Bid Opening Authority:	Deputy Conservator, Deendayal Port Authority.
Address:	Deputy Conservator, Deendayal Port Authority, Marine Department, A.O. Building, 1st Floor, Deendayal Port Authority, Gandhidham (Kutch)
Contact Details:	02836-233585, 220235 / 98252 27610

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

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

**Deputy Conservator,
Deendayal Port Authority**

Section - I

INSTRUCTIONS TO TENDERERS

1. Scope of Bid

E- tenders are invited for “**Providing Marine services at Hindustan Gateway Container Terminal Kandla Private Limited (HGCTKL) at Tuna Tekra for a period of 10 years**” in accordance with the attached instructions to tenderers, form of tender, general conditions, technical specifications, special conditions etc. in the form of tender set from qualified and experienced firms in the field of supply, man and operate.

2. Documents/Forms to be submitted [the bidder shall scan and forward the following documents / Forms with their bid]: Hard copy of all the

- (i) **Tender Fee Receipt:** Tender Fee of Rs. 5,900/- (including GST 18%) to be remitted through online transfer /Digital mode in favor of DPA payable at Gandhidham.
- (i) **EMD/Bid Security: EMD:** Rs. 49,80,338/-shall be made through 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

OR Insurance Surety Bond for EMD as per Form-XIV

- (iii) 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 Sub class Nos. 30111,30112,30113 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 & relevant certificate on (n) procure website along with 'Bid Securing Declaration Form' (Form-XIII) in preliminary bid failing which the bid shall be considered **non-responsive**.

However, for the purpose of realization of Tender Fees & EMD, bidder shall send the same in original to Deputy Conservator at the time of tender opening or send the same through RPAD so as to reach the Deputy Conservator, Deendayal Port Authority, A.O. Building, Gandhidham within 07 days from the last date of opening along with other documents.

ALL DOCUMENTS SHOULD BE SERIALY NUMBERED WITH INDEX OF BIDDER.

- 3. A Pre-bid meeting will be held in the Board room, A.O. Building, Deendayal Port Authority, Gandhidham on **30/07/2025 @ 15.30 Hrs.** to clarify the requirements and various doubts raised by the tenderers in writing. The outcome of Pre-bid meeting shall be communicated to all Tenderers. The date of submission of tender will be intimated while conveying the outcome of the pre-bid meeting. Bidder should note that, the Pre-Bid Queries should reach to this office before 24 hours of scheduled pre-bid meeting after that no queries will be entertained by the office.

4. The acceptance of a tender or part thereof will rest with the Chairman, Deendayal Port Authority, who does not bind himself to accept the lowest tender or part thereof and reserves the right to reject any or all the tenders received without assigning any reasons. Tenders which do not fulfill the prescribed qualification will be liable for rejection.
5. Tender papers containing conditions of contract, Technical specifications etc. can be downloaded from website <https://tender.nprocure.com>, www.deendayalport.gov.in & <https://eprocure.gov.in> on payment of Rs.5,900/- non-refundable as tender fee by online transfer/digital mode.in favour of Deendayal Port Authority payable at Gandhidham.
6. The hard copies of tenders documents with Tender Fees & EMD sent by post should also reach within 7 days.
7. EMD of Rs. 49,80,338/- Shall be made through 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.

OR Insurance Surety Bond for EMD as per Form-XIV
8. Tenderers shall submit the Tender Documents downloaded from the websites, duly stamped and signed on each page as token of acceptance of the Deendayal Port Authority terms and conditions mentioned therein.
9. After technically qualified the bidder quoting the lowest price will have considered for acceptance evaluation and comparison of the tenders. Only those tenders as have been determined to be substantially responsive to the requirement of the tender document will be evaluated, Other non-responsive tender will have rejected. Employers decision on this shall be final, conclusive and binding.

Evaluation & Comparison of Tenders

Only those tenderers have been determined to be substantially responsive to the requirements of the Tender Documents will be evaluated. Other non- responsive tenders will be rejected. Employer's decision on this shall be final, conclusive and binding.

Price Bid Evaluation

Price bids of those tenderers, Price bids of those tenderers, who have qualified techno-commercially, will be opened and daily charter rate for evaluation will be calculated as per the following:

Basic Charter hire rates per day = X
 Y=Fuel consumption of Main engine at 100%
 MCR as per Shop Test.
 Fuel Oil consumption of DG set
 = Z lit/hour/DG Set.

$$\text{Daily Rate} = \frac{X + [(6 \times 2 \times Y) + (12 \times 1 \times Z)]}{4 \times 2} C$$

Where C=Cost of fuel oil/liter on the date of the submission of the tender

(IOC rate prevailing on the last date of opening of price bid) Employer will consider 6 hours of running of main engine per day and 12 hours of running of DG set per day for evaluation purpose only. It is also presumed that Tug will operate on 2 main engines and 1 DG set. In case the arrangement is different tenderer may specify clearly. Fuel consumption will be taken at 100% MCR which the Tender is required to submit as per schedule of the requirement of fuel consumption at 85% and 50% MCR may be made as a declaration but need not to be supported with builder's certificate. If annual fuel consumption's average is less than the declared fuel and after adding 10% formula it should not cross the declared fuel consumption by the contractor, if excess fuel consumption then party has to bear the cost of excess fuel.

- A. Recovery towards excess fuel shall be made over and above the Base Fuel Consumption for particular Tug on monthly average consumption basis.
- B. Rate of fuel for recovery purpose shall be considered average rate of the month to which recovery pertains (IOCL bulk rate of Kandla).
- C. During first year of contract the recovery shall be made from the last bill of the year i.e. 12th RA Bill.
- D. In subsequent years' recovery shall be made on monthly basis from every monthly RA Bill based for fuel certification given by EIC (Tug), DPA.

10. Following documents to be submitted in Technical bid stage –II Cover (soft copies to be uploaded in (n) procure portal and hard copies to be submitted to the office of Deputy Conservator within 7 days from the date of opening of technical bid: -

- a. Technical bid including specification and drawings/Brochures etc.
- b. Whole tender document duly filled in all the annexure/schedules, etc. (except price Schedule-B, which is to be submitted blank) etc. signed on each page of tender as token of acceptance of Deendayal Port Authority's conditions. The price Schedule-B to be filled in online in (n) procure portal. Bidders may note that price quoted shall not be declared anywhere in technical bid, failing to which their bid will be rejected.
- c. Pre-bid clarifications signed on each page as token of acceptance.
- d. Annual accounts and Profit & Loss Accounts duly audited by Chartered Accountant of last three years.

Documentary evidence for having successful completion of similar nature of work i.e. "Hiring/Chartering with manning and operation of harbor tugs for Port/Harbour Operations".

- e. Tenderers shall give declaration on their not having been banned or de-listed by any government, semi-government agency or PSUs, otherwise their bid is liable to be rejected as 'Non-responsive'.

- f. The average annual financial turnover of the Bidder over the past three years ending 31st March of previous financial year should not be less than Rs.1519.65 Lakhs, Certified by Chartered Accountant and UDIN Verified.

Experience of having successfully completed similar works/on-going works completed more than one-year period, during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following (Quoting for each tug).

Three similar completed works each costing not less than Rs.2026.20 Lakhs (excluding GST).

OR

Two similar completed works each costing not less than Rs. 2532.75 Lakhs (excluding GST).

OR

One similar completed work costing not less than Rs. 4052.40 Lakhs per tug (excluding GST).

Bid Capacity: Submission of bid capacity along with relevant documents required for calculation of bid capacity, Technical bid stage criteria and tender documents duly sealed and signed.

Satisfactory Performance: 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. In case of ongoing works, completed more than one-year period, completed value of work as on last day of month previous to the one in which applications are invited should be considered for qualification.

If the bidder has executed the work in private organization, necessary TDS certificate issued by the private organization shall be submitted

Joint Venture: Allowed

In case of JV to qualify experience in similar works executed by two or more of its member JV either as a whole permitted to qualify eligible work in terms of similar order executed by member of JV shall be merged to evaluate experience.

- Lead partner should have executed at least one similar work costing **Rs. 1992.14** lakhs (excluding GST) in case quoting for tug as per Minimum Eligibility Criteria.
- The works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of joint venture or as a sub-contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience.
- In the case of bid submitted by JV/ Consortium, the lead partner of the JV shall meet the Minimum Eligibility Criteria of Financial Turnover.

Similar works means "Hiring/Chartering with manning and operation of harbor tugs for Port/Harbour Operations

- g. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the contractor the bid shall become invalid and cost of bid document shall not be refunded.

BID CAPACITY •

- Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

Available Bid capacity = $A \times 1.5 (M) \times N - B$, Where,

"A" = Maximum value of engineering works executed in any one year during last five years (updated at the current price level), taking into account the completed as well as work in progress.

"M" = Multiplier Factor

"N" = Number of years prescribed for completion of the subject contract.

"B" = Value (updated at the current price level) of the existing commitments and ongoing works to be completed in the next "N" years.

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

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

Financial Year	2024-25	2023-24	2022-23	2021-22	2020-21
Index	154.9	151.4	152.5	139.4	123.4
Multiplying factor	1	1.02	1.02	1.11	1.26

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

11. 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 three. Each entity would be jointly and severally responsible for completing the task as per the contract, however declaration of the Lead member (JV has to designate one partner as Lead Member in their MOU) to be indicated by bidders. The firms with at least 26% equity holding each are allowed to jointly meet the eligibility criteria.

(ii) A legally binding Joint venture / Consortium Agreement signed by authorized signatories of all the partners of the JV/Consortium, as per the Proforma at ANNEXURE X, 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 at ANNEXURE XI, which shall be duly authenticated by a notary public or equivalent certifying authority, shall be 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.

(xvi) In the event of any partner leaving the JV, it shall be intimated to the

Employer within 30 days by other partner(s). Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.

(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 documents.

- 12.** Income Tax PAN No. and GST No. are to be furnished/indicated. The price bid should be inclusive of all taxes and duties. No Mobilization/de-mobilization charges will be paid. The tenderers should quote a Lump sum rate per day.
13. Tenderers are not expected to make any post tender correction/modification and they will not be allowed to withdraw the tender once submitted after last date of submission of bid.
14. The tenderer shall attach Scanned copy of pre-contract Integrity Agreement (as per Annexure-VI) 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.

15. Submission of Online Tenders

Bidders who wish to participate 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 below mentioned address should be contacted: (n) code Solutions, A Division of GNFC, 301 GNFC Info tower, Bodakdev, Ahmedabad. Tel. 91-79-26857316/17/18 Fax: 91-79-26857321

E-mail: nprocure@gnvfc.net Mobile: 9327084190 / 9898589652. Only the online bidding shall be considered for participation.

The accompaniments to the tender documents as described under Clause 10 shall be Scanned and submitted On-Line along with Tender documents. However, the originals/ attested hard copies along with tender documents (except Price Bid) signed on bottom left corner of each page in token of acceptance of tender conditions and shall have to be forwarded subsequently so as to reach the office of Dy. Conservator within 7 days of opening of the tenders.

The instructions for e-tendering are given at next page.

**Deputy Conservator
Deendayal Port Authority**

**INFORMATION AND INSTRUCTIONS FOR CONTRACTORS TENDERING
(FORMING PART OF NIT AND TO BE POSTED ON WEBSITE)**

1. Information and instructions for Contractors will form part of NIT and to be uploaded on website.
2. The intending bidder must have class-III digital signature to submit the bid.
3. The Bid Document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents such as Bank Guarantee/Online payment mode receipt as given under NIT.
4. Bidder may modify or withdraw their bids before last date and time of submission of bid as notified.
5. While submitting the modified bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
6. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
7. Contractor can upload documents in the form of JPG format and PDF format.
8. It is mandatory to upload scanned copies of all the documents including GST registration number as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.
9. If the contractor is found ineligible after opening of bids, his bid shall become invalid and cost of bid document shall not be refunded.
10. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the contractor the bid shall become invalid and cost of bid document shall not be refunded.
11. Certificate of Financial Turn Over: At the time of submission of bid contractor may upload Affidavit/Certificate from CA mentioning Financial Turnover of last 3(Three) years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.
12. Contractor must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
13. The Draft information and instructions to Contractors may be modified suitably by NIT approving authority as per requirement.
14. All the mandatory document required/prescribed for pre-qualification have to be enclosed by the bidder failing which his offer shall be rejected and treated as non-responsive. However, additional documents required if any for verification of the original documents shall be submitted by the bidder if required by DPA.

**Deputy Conservator
Deendayal Port Authority**

SECTION – II

GENERAL CONDITIONS OF CONTRACT DEFINITIONS AND INTERPRETATION

1. In construing these conditions and annexed form of tender and specifications, the following words shall have the meaning herein assigned to them unless there is something in the subject of or context inconsistent with such hiring.
- 1.1 "Acceptance of Tender" means the letter or memorandum communicating to the contractor of the acceptance of his tender and include an advance acceptance of his tender.
- 1.2 "The Board" shall mean the Board of Deendayal Port Authority, a body corporate under Major Port Authorities Act. 2021, including their successors, Engineer/representatives and assigns.
- 1.3 "Chairman" means the Chairman of the Board and includes the person appointed to act in his place under Major Port Authorities Act. 2021.
- 1.4 "Contractor" means the person or persons, firm or company whose tender/offer has been accepted by Board and includes the Contractor's Representatives, heirs, successor and assigns.
- 1.5 "Contract price" means the sum named in the Schedule of Price annexed to the tender subject to such additions there to or deductions there from as may be made under the provisions herein after contained.
- 1.6 "The Specification" shall mean the specifications annexed to the conditions of contract.
- 1.7 "Schedule" means the schedule annexed to the acceptance of tender.
- 1.8 "Approved" or "Approval" means the approval in writing by the Chairman or by the Deputy Conservator.
- 1.9. "Temporary works" means all temporary works of every kind required in or about the execution, completion or maintenance of the contractual works.
- 1.10 "Month" means calendar month.
- 1.11 Words "importing persons" shall include firms, Companies, Corporation and Municipalities.

Words importing the masculine gender shall be taken to include the feminine gender and word importing persons shall include any company, or association or body of individuals, whether incorporated or not.

The heading of these conditions shall not affect the interpretation or hiring/constructing thereof.

Terms and expressions not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract Act, 1872 or the General Clauses Act, 1897 as the case may be.

"Deputy Conservator" means the Deputy Conservator appointed on behalf of the Chairman of the Board of Deendayal Port Authority.

1.12 "Deputy Conservator's Representative" means Harbour Master, Marine Officers or Marine Engineers appointed from time to time by the Board to perform the duties hereof whose authority shall be notified in writing to the contractor by the Deputy Conservator.

1.13 "Works" means the works to be executed in accordance with the contract.

1.14 The date of deployment of tug will mark the commencement of the tender period.

1.15 "Bank" means Scheduled/Nationalized bank having its branch at Gandhidham - Kutch.

1.16 The Day is a period of 24 hours i.e. 0000 hours to 24 hours of the Day in question.

2. PARTIES:

2.1 Parties to the contract are the contractor and the board.

2.2 AUTHORITY OF PERSON SIGNING THE CONTRACT ON BEHALF OF CONTRACTOR

It is required to submit with the tender " Power of Attorney " in favour of the person who will deal on behalf of the Contractor and will be an authorized signatory. The Power of Attorney should be in appropriate value of Stamp Paper Duly Notarized.

A person signing the tender or any other document in respect of the contract on behalf of the contractor, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person so signing had no authority to do so, the Chairman may without prejudice to any other right or remedy of the Board, cancel the contract at the risk and cost of such person and hold such person liable to the Board for all costs and damages arising from the cancellation of contract including any loss which the Board may sustain on account of such cancellation.

3. INTERPRETATION OF CONTRACT AND CONTRACT DOCUMENT, DISPUTES THEREIN AND ARBITRATION.

A LAW

The contract shall be interpreted and have effect in accordance with the law of India and any suit or other proceeding relating to this contract shall be filed or taken by the contractor in court of Law only in Kutch District. No other Court except the Court in Kutch District shall have jurisdiction to entertain the case arising out of this contract.

B. Arbitration Clause

1. Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders or to the conditions or otherwise concerning the works or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after shall be referred to the an arbitrator appointed by the parties under the Arbitration and Conciliation Act 1996 as amended from time to time.
2. It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matter to which the contract relates and that in course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in dispute or of different. The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.
 - a. It is also a term of the contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
 - b. It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.
 - c. It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
 - d. It is also a term of contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims / disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Nodal Officer or his nominee that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Port AUTHORITY shall be discharged and released of all liabilities under the contract in respect of these claims.
 - e. It is also a term of the contract that the arbitrator shall adjudicate only such disputes / claims as referred to him by the appointing authority and give separate award against each dispute/claims as referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
 - f. The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
 - g. The arbitrator may from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.
 - h. Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
 - i. It is also a terms of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
 - j. It is also a term of the contract that the arbitration shall be deemed to have been

entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.

- k. Venue of arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

4. GENERAL:

The general specifications and descriptions illustrate the minimum requirement of the Deendayal Port Authority and serve only as a guide to the tenderers.

5. TENDERS:

The tenderers shall deliver their hard copies of tender to:

THE OFFICE OF THE DEPUTY CONSERVATOR,
DEENDAYAL PORT AUTHORITY,
A. O. BUILDING, POST BOX NO. 50,
GANDHIDHAM (KACHCHH)-370 201

In accordance with the following requirement:

1. Tenderers shall submit their tenders together with all accompanying documents in duplicate.
2. All the above documents shall be delivered to the above address before the stipulated time shown in the tender.
3. Any tender delivered after the stipulated time arising from whatever cause will not be considered.
4. In no case will any expenses incurred by a tenderer in preparation or submission of his tender be reimbursed.

6. NOTICE TO TENDERERS:

Every notice to be given to a tenderer shall be posted to the tenderers address given in the tender and such posting shall be deemed to be good service of such notice.

7. DUTIES OF THE DEPUTY CONSERVATOR AND HIS REPRESENTATIVES

I. Duties of the Deputy Conservator

It shall be the duty of the Deputy Conservator to see that the "Work" is executed and paid for according to the specifications, conditions, etc. set forth in the contract.

8. ALTERATION

Any alteration, initials or cancellations made to the tender must be authenticated by the tenderers signature.

9. ACCEPTANCE OF TENDER

The acceptance of tender by the Deendayal Port Authority will be given by notice in writing in the form of Letter of Acceptance signed by Deputy Conservator, Deendayal Port Authority and no other act of the Deendayal Port Authority constitutes the acceptance of a tender.

10. PRICE TO BE INCLUSIVE

The rates and amounts submitted by the tenderer shall be as per Schedule-B which rate shall be inclusive of all the taxes, levies and duties, etc. to State Govt. or Govt. of India or any other authority under any law in respect of or in accordance with the execution of contract and only GST will be reimbursed, as per GST Clause. The Schedule-B is enclosed herewith.

11. COST OF TENDERING

The Deendayal Port Authority does not pay for any expenses or losses, which may be incurred by any tenderer in connection with the preparation and submission of this tender.

12. ALL DOCUMENTS TO ACCOMPANY TENDER

All tenders shall be accompanied by technical drawings, literature and detailed descriptions of the Tugs 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.

13. BRIBES

The offer of bribes or other inducement to any person with a view to influence the placing of the contract will result in the unconditional rejection of the tender.

14. PERFORMANCE SECURITY

- a. Security deposit shall consist of two parts; a) Performance Guarantee to be submitted after issue of LOA, and b) Retention money to be recovered from Running Bills.
- b. Security deposit shall be 10% of the contract price, of which 5% of annual contract price should be submitted through Online Digital Transfer or FDR or in form of Bank Guarantee issued from Nationalized/ Scheduled bank (except co-operative banks), having its branch at Gandhidham, within 21 days on receipt of Letter of Award it should be valid upto 60 days beyond the annual performance security period and renew the same periodically, balance 5% to be recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from the First RA Bill onwards @ 5% of the Bill Value from each Bill. Retention Money will be refunded within 14 days from the date of payment of final bill. Balance SD will be refunded immediately not later than 14 days from completion of hire period.
- c. Successful Bidder has to submit the Performance security @ 5% of Annual Contract price through Online Digital Transfer or FDR or in form of Bank Guarantee issued from Nationalized/ Scheduled bank (except co-operative banks), having its branch at Gandhidham, 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.

- d. Failure of the successful Bidder to comply with the requirements of (14-a) above (i.e. submission of 5% Annual Performance Guarantee or Insurance Surety Bond within 21 days on receipt of L.O.A.) shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid Security (i.e. EMD)
- e. 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 branch at Gandhidham.
- f. 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.
- g. In case of submission of fraudulent documents with regard to Bank Guarantee against Performance Security by the Bidder shall be treated as major violation of the Tender procedure and in such cases, Black listing the contractor for the next two years.
- h. Successful Bidder can submit Insurance surety bond for Performance guarantee as per Form-20
- i. The

15 AGREEMENT

The successful tenderer whose tender is accepted will be required to enter into and execute an agreement in the form set out in Annexure-III within 14 days of issue of letter of Acceptance.

16 VALIDITY OF TENDERS

Tenders shall remain valid and open for acceptance and shall remain binding on the tenderer for a period of 120 days only from the date of opening of technical bid.

17 E.M.D. Clause

- A) Earnest Money Deposit shall be 1% of the Estimated Cost put to tender, subject to maximum of Rs.50 Lacs.
- B) The E.M.D. up to Rs.5 Lacs be payable either by online transfer/digital mode in favour of Deendayal Port Authority at Gandhidham. E.M.D. beyond Rs.5 Lacs be payable in the form of Bank Guarantee for the entire amount from any Nationalized Bank/Scheduled bank, having its branch at Gandhidham. Bank Guarantee submitted as E.M.D. shall be valid for 28 days beyond the validity of the bid/tender. Bank Guarantee shall be verified independently by the Port with the Bank before finalization of Technical Offer. In the event of lack of confirmation of issue of Bank Guarantee by the Bank, the Bid shall stand disqualified.
- C) EMD of unsuccessful tenderers, other than L-1 & L-2 shall be refunded immediately, after ranking of price bids. EMD of L-2 will be refunded immediately after entering into agreement with L-1 and acceptance of the Performance Guarantee from L-1.
- D) EMD will be refunded suo motto without any application from bidders.

- E) The Bid Security of the successful bidder will be discharged (refunded) after signing the agreement and furnishing of required Performance Security.
- F) The Bid Security may be forfeited if
 - i) The bidder withdraws the bid after bid opening during the period of Bid Validity.
 - ii) The Bidder does not accept the corrections of the bid price, pursuant to any arithmetic error, or
 - iii) The successful bidder fails within the specified time limit to
 - a) Sign the agreement, or
 - b) Furnish the required Performance Security.
 - iv) Submission of fraudulent document shall be treated a major violence of such procedure and in such case Port shall resort to forfeit EMD/SD/BG apart from blacklisting the firm for 3 years.

18. COMPLIANCE WITH STATUTES, REGULATIONS ETC.

1. The contractor shall confirm in all respects with the provisions of any such statute, 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 every kind for breach of any such statute, ordinance or law, regulations or bye laws.

2 . ALCOHOLIC LIQUOR OR DRUGS.

The contractor shall not otherwise than in accordance with the statutes, ordinances and Govt. regulations or orders for the time being in force import, sell, give, give barter or otherwise dispose of any alcoholic liquid or drugs or permit or suffer any such importation, sale, gift barter or disposal by his agent or employees.

3. ARMS AND AMMUNITION

The contractor shall not give, charter or otherwise dispose of to any person or persons any arms or ammunition or any kind or permit or offer the same as aforesaid.

4. DISORDERLY CONDUCT ETC.

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 neighborhood of the work against the same.

5. CUSTOMS DUTY

The contractor will have to pay all duties, taxes including other taxes, if applicable in this contract.

**Dy. Conservator
Deendayal Port Authority**

SECTION – III

SCOPE OF WORK & TECHNICAL INFORMATION

Tender documents for "Providing Marine Services at HGCTKPL Terminal at Tuna/Tekra for the period of Ten years".

1. SCOPE OF OPERATION:

The detailed scope of work along with the list of manpower and equipment's required at DPA's HGCTKPL Terminal at Tuna off Tekra is as follows:

1) SCOPE OF THE SERVICES:

The scope of the services under this contract shall be all activities connected with Pilotage of ships from anchorage to terminal and from terminal to anchorage / open sea with Contractor's own equipment and manpower after unloading / loading of cargo. The Terminal at Tuna/Tekra is not sheltered waters and is in open sea. However, it is within the time limit of Deendayal Port. These services shall be provided round the clock including during night navigation and on all days of the year and for this the Contractor has to provide the following along with the equipment stationed at HGCTKPL TERMINAL.

1. Pilots will be provided by Deendayal Port Authority
2. Tugs – 4 nos (60 T BP)
3. Mooring crew – 2 set
4. Operation of Signal Station at HGCTKPL Terminal (with Radio Operator - 2, Signal Assistants-2).

The equipment's stationed at HGCTKPL Terminal can be used at any location within the jurisdiction of DPA in case of requirement as decided by Deputy Conservator. The equipment should be in good condition throughout the contract period at the cost of contractor.

2) DURATION OF CONTRACT:

10 Years from the date of deployment of services.

3) Deleted

4) Deleted.

5) TUGS:

04 tugs of 60 Tones Bollard Pull capacity and able to carry pollution control equipment and OSD spraying facility as required. For the purpose of Fire Fighting, a quantity of 5000 Ltrs of AFFF foam compound to be maintained on board. For the purpose of OSD spraying facility, Tug should have OSD spray booms, portable sprayer, 100 Nos. absorbent pads and 1000 Ltrs OSD chemical on board. Materials consumed during the operations of Marine Services will be replenished by the Port.

6) TUG REQUIREMENT:

(A) The steady/sustained Bollard Pull of the Tug should be minimum 60 Ton BP as the case may be at 100% MCR at the time of delivery. Bollard Pull test certificate should be from an International Classification Society and certificate in original to be submitted to Deendayal Port Authority. Bollard pull test should not be older than six months at the time of deployment. The propulsion should be Steerable Rudder Propulsion or Voith Schneider System or ASD Propulsion.

(B) Bollard Pull as declared by the Operator will be the Bollard Pull of the Tug being offered to Deendayal Port Authority for the entire period of the contract. This Bollard Pull will have to be maintained during the currency of the contract. The Bollard Pull test is mandatory after 5 years. In case of any dispute regarding the Bollard Pull of the tug, during intervening period, a fresh Bollard Pull test can be insisted by DPA in the Presence of the classification Surveyor and Owner. The Bollard Pull test shall be at the cost of the contractor. If the BP is found less than the required capacity, the penalty will be imposed till the initial capacity is restored, as under: -

BP less by 5% of the required capacity	: 10% less of hire charges
BP less between 5%-10% of the	: 20% less of hire charges
BP less by 10% or more of the	: 20% less of hire charges with DPA has option to reject tug, If the Tug is rejected, a similar substitute tug has to be provided by the party.

Average fuel consumption during the year plus 10% or 100% MCR whichever is less shall be kept for main engine and DG set of particular tug and shall be called base fuel consumption for main engine/DG set. This base shall remain for all subsequent years of contract. If annual fuel consumption's average is less than the declared fuel and after adding 10% formula it should not cross the declared fuel consumption by the contractor, if excess fuel consumption than-party has to bear the cost of excess fuel Recovery towards excess fuel shall be made over and above the base fuel consumption for Main Engine / DG sets on annual average consumption basis.

Rate of fuel for recovery purpose shall be considered average rate of the year to which the recovery pertains (IOCL) bulk rate at Kandla.

There must be provision for separate flow meter and running hour meter for main engine and DG set.

The recovery of excess fuel will applicable from 2nd year onwards and made from first monthly bills for 3 years

(C) The tenderer shall offer only such tugs which are readily available/likely to be available within the stipulated period as specified (above) in the Tender. However, if the tenderer is not in a position to deploy the offered tug within the specified delivery period, the

tenderer will be allowed to provide a substitute tug with similar/better specifications. **DPA** reserves the right to accept or reject the substitute tug. Similar tug means a tug meeting the basic tender requirements and having the same propulsion system, bollard pull, speed and fuel consumption. Better tug means a tug having better specifications than those required in the tender.

(D) The operator shall supply and keep on board minimum of FOUR no. of 100m long and 2 Nos. of 50 m long ropes of adequate diameter and strength for towing purpose. The ropes should have been tested and certified. A copy of the test certificate shall be submitted to DPA for verification at the time of taking over the tug on hire and subsequently whenever the same is required. The certificate should not be more than 6 months old at the time of signing agreement.

(E) Broad details of tugs

Length Over All (LOA)	33 Meters (+/- 10%)
Draft AFT	Less than 6.0 Mtrs.-
Bollard Pull	BP certificate for minimum 60 Ton sustained Bollard Pull at 100% MCR as certified by the classification society and bollard pull certificates i.e. not more than six months old to be produced at the time of delivery to D.P.T. The BP Certificate should be from Classification Society which is a member of IACS.
Propulsion	Steerable Rudder Propulsion or Voight Schneider system. ASD propulsion is acceptable.
Free Running Speed	12 Knots continuous with full power and under normal weather conditions.
Age of Tug	Less than 10 years as on date of deployment of tugs (as per original builder's certificate).
Main Engine	Twin engines with independent remote control operation or similar flexible arrangement. IC engines operating on diesel.
External Fire Fighting System	Tugs should be of FiFi 1 class firefighting capability certified by Class society.
Diesel Generators	Minimum two Nos. of DG sets having the capacity to take 100% working load of tug independently.
Auxiliaries	For internal and external firefighting either Fire Pump or GS Pump or Engine coupled fire pump is required. Compound – 5000 Ltrs.

Towing Arrangement		Quick release tow hook and towing winch with adequate strength and suitably fendered so as to enable the tug to push/pull as required. Towing arrangement would mean a towing hook or towing winch. However, for the tug with stern propulsion there should be a towing winch forward so that the tugs' rope can be passed to the ship and adjusted when required. For Tractor tugs the same arrangement should be aft.
Fenders		The Tug shall be provided with strong and adequate rubber fenders at bow, stern and all along the length.
Wheel house		With all round visibility
Classification		Under any member of IACS
VHF set with DSC		2 Nos. (Should have all Marine Channels)
Bridge		All major machines should have Emergency/Supplementary control from the bridge
Navigational Equipment		Marine Radar, AIS (Class A), Echo sounder, GPS, Search Light etc.
Manning		As per the statutory requirement. (i) Working hours for the tug is round the clock on all days. (ii) The operator shall however arrange to keep standby staff to meet contingencies such as sudden sickness, absenteeism, leave reserve etc., for which no extra payment will be made.
Safety Devices		Should have appropriate safety devices to work in the close vicinity of vessels carrying inflammable /hazardous cargo. Intrinsically Safe Walkie Talkies. Spark Arrestor for ventilators & Funnels etc. for further information please refer to Class Regulations.
Registration		Under the Merchant Shipping Act, 1958 or RSV - IV. its latest amendment as applicable at the time of vessel construction. The vessel shall sail under the Indian Flag.

(F) MINIMUM EQUIPMENTS ON THE TUGS;

- a) 2 Nos. of V.H.F. sets operating on channel Marine channels including channel 16, 12, 10 and 8.
- b) Remote control for the operation of main engine from bridge.
- c) Towing winch to be provided forward or aft as per the operating arrangement of the

tug.

- d) Suitable fendering for pushing ships.

Note: The new tugs should be built as per ASTDS latest Outlined Technical Specifications issued by Indian Ports Association from time to time.

(G) The Tugs are required to operate round the clock for meeting the operational requirements HGCTKPL at Tuna/Tekra or any other site within the jurisdiction of Deendayal Port.

In the event, the tug being unable to perform any of the operations, no hire charges are to be paid by the Port to the Operator for non-operational period on the basis of per hour or part thereof.

(H) THE CONTRACTOR HAS TO ENSURE EXECUTION OF WORK AS INTENDED:

The Operator shall carry out the works strictly in accordance with the contract to the satisfaction of the Deputy Conservator and shall comply with and adhere strictly to his instructions and direction on any matter (Whether mentioned in the contract or not)

(I) REQUIREMENTS BEFORE COMMENCEMENT OF SERVICE:

On the date of commencement of service, tugs shall have completed all the necessary surveys including Dry Docking and be in possession of all valid certificates.

(J) MASTER TO EXECUTE OWNER'S INSTRUCTION:

a) The Master to execute the DPA instructions with the utmost dispatch and to render customary assistance with the vessel's crew. The master to be under the order of the DPA as regards deployment, agency or other arrangements. The Contractor to indemnify the DPA against all consequences or liabilities arising from the Master, officers or Agents for their unlawful actions as well as from any irregularity in the vessel's papers.

b) If the Port has a reason to be dissatisfied with the conduct or efficiency of the Master, Officer, or crew, the Operator on receiving particulars of the complaint, promptly investigate the matter and if necessary shall make a change as found necessary.

However, the Port shall have the right to demand the change of any Master or other crew. The credentials of Master, Engineer and other certified hands to be submitted to the DC initially. Any changes need to be informed at appropriate times.

(K) MANNING AS PER STATUTORY REQUIREMENT:

The vessel should have a set of competent and qualified Master and Crew, as required by statutory regulations. When crew is employed initially, it shall be done with the consent of Deputy Conservator of Deendayal Port Authority and any change afterwards if required, shall be carried out with the prior approval of Deputy Conservator of Port. The credentials of Master, Engineer and other certified hands to be submitted to the DC initially. Any changes need to be informed at appropriate times.

(L) CONTRACTOR TO PAY ALL EXPENSES TOWARDS MANAGEMENT OF THEIR CRAFTS INCLUDING TAXES AND PENALTIES, IF ANY, IMPOSED:

- 1) Except as otherwise stated in the Contract agreement or as may be agreed from time to time, the Operator shall provide and/ or pay for all requirements, costs, or expenses relating to the vessel, master, and crew which without prejudice to the generality of the outgoing shall include.
- 2) Dry-docking, repairs, docking for the Operator's purpose, and all the expenses associated therewith including consumables.
- 3) Provisions, wages (as per Minimum Wages Act) etc, shipping and discharging fees and all other expenses of the Masters/Officers and Crew.
 - 4) Deck, cabin and engine room stores.
 - 5) Adequate No. of towing ropes tested and certified.
 - 6) Marine and War Risk Insurance of the Vessel.
 - 7) Fumigation and derrating exemption certificate.
 - 8) All customs/Import duties arising in connection with any of the foregoing.
- 9) Any new taxes, duties other than existing taxes and duties Imposed by the Government, after opening of the Technical Bid will be reimbursed by the port on production of the documentary evidence and actual payments.

(M) OPERATIONAL REQUIREMENT OF TUGS

The tug(s) shall be used for various lawful services required by DPA including towing, docking and undocking of vessels at HGCTKPL Terminal of Tuna Tekra DPA AND CARRY OUT Rescue, Fire Fighting or Anti-Pollution if required by the Port. round the clock (24 hours a day) and throughout the contract period including but not limited to:

- (a) Berthing, un berthing and shifting of vessels in port
- (b) To stand by as fire float, Oil spill dispersant spraying boat, etc.
- (c) To assist in double banking by way of acting as docking tug
- (d) To maintain communication by VHF.
- (e) 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 Tugs to assist emergency situation under the instruction of Dy. Conservator even outside the Port limit.

7) MOORING CREW :

The contractor shall provide the necessary manpower as mooring crew and for berthing un-berthing & Shifting operations of ships as may be required from time to time.

The contractor shall have a mooring Supervisor and four men each forward and aft per shift for all shifts on all days:

The Mooring Crew shall have adequate experience of similar nature of work. They

should have basic Fire Fighting training. The Mooring Crew shall be responsible for handling Mooring Ropes as per the direction of the Mooring Supervisor.

Service Provider to ensure supply of 2 sets of mooring crew (1 set per shift) for 24 hrs. operation on all days of the year for full tenure of contract

Each set will have 8 nos. mooring crew to perform duty to assist berthing/un-berthing/Shifting of ships at Terminal Mooring crew to have basic firefighting training
One mooring crew to be appointed as mooring supervisor

7.2 Crew and Mooring Gang: Each Mooring Launch should also have a set of one mooring gang comprising of 8 people and one Supervisor. At any point of time, if there is shortfall in Mooring person Rs.1,000/- per person per day and in case of Mooring Supervisor is not available Rs.2,000/- per day will be deductible.

8) OPERATION OF SIGNAL STATION :

One No. of Radio operator and One no. of Signal Station Assistant per shift for 24 hrs. operations all through the year for control of ship movement and other related communication as per operational requirement of port at HGCTKPL Terminal.

Radio Operator(s) shall have a minimum of GMDSS certificate issued by an Institute approved by DG Shipping.

The contractor shall provide other assistance as may be required in connection with the services as described in scope without charging any additional sums. Accommodations, Transportation, Food, Uniform etc.... will have to be arranged by the service contractor.

9) ON HIRE/OFF HIRE SURVEY :

A joint survey will be carried out at the Deendayal Port before the vessels are accepted to assess their condition, quantity (ROB) of bunkers on board. Similarly, an off hire survey will be carried out at Kandla before the vessels are released to the Contractors from DPA. On hire to be on contractor's time and off hire to be on DPA's time. Surveys charges if any will be shared by the contractor and port equally. This practice should be followed during any interim on hire/off hire of the vessels. The cost of ROB at the time of on hire will be reimbursed to the contractor at the prevailing rates of IOCL. Similarly, the ROB at the time of off hire will be deducted from the contractor's bill at the prevailing rates of IOCL.

The Tug offered shall be in accordance with "SOP for charter of tugs by Major Ports under Atmanirbhar Abhiyan Policy" circulated by Ministry of Shipping, Government of India vide Ministry's O.M No. SY-13013/1/2020-SBR dated 15.09.2020 OR its latest amendment as applicable at the time of vessel construction. The vessel shall sail under the Indian Flag. The subsequent clarification issued vide O.M of even number dated 11.11.2020. The amendments issued in the above policy till the last date of submission of bids will also be applicable. And also prevailing guidelines issued by DGIL, Shipping. In case bidder exercising option to supply alternative tug as per clause 2 (vii) of SOP No. 13013/1/2020-SBR dated 15.09.2020 and failed to substitute Indian built tug as per ASTDS, within time period of 18 months or extension of time period as granted by the Competent Authority based on valid reasons, shall be levied penalty @ 25% of hire charges per day or part thereof for such delay till the tug is replaced with Indian Built Tug as per ASTDS. The above penalty will be in addition to the penalty as prescribed in the said SOP.

The specification of the tug for which tendering is made shall be descriptive in nature with all technical particulars without any ambiguity.

Note: The new tugs should be built as per ASTDS latest Outlined Technical Specifications issued by Indian Ports Association from time to time.

10) AGE OF THE TUG:

Less than 10 years as on date of deployment of tugs (as per original builder's certificate).

11) PERIOD OF HIRE AND TERMINATION OF CONTRACT:

Initial contract period will be for 10 years from the date of deployment of tug. The Deendayal Port Authority has the right to terminate the contract without assigning any reasons and it will be exercised by giving six month's final notice. In addition, DPA also reserves the right to terminate the contract by giving one month's notice on the contractor's continued failure to perform/willful negligence to remedy the fault. Failure to rectify fault of breakdown within 7 days will constitute a failure to perform and if it continues, a substitute tug of comparable dimensions will be provided within 21 days (penalty of 25% of the daily charges quoted by the contractor shall be levied per day or part thereof of failure from the 8th day till a substitute tug is provided.

12) REGISTRATION :

Should have under the Merchant Shipping Act,1958 or RSV-IV.

13) LOCAL LAWS:

The contractor shall comply with Indian Merchant Shipping Act and any other legislation related to operation of Tug in Indian territorial waters, and, if of foreign registry, shall obtain coasting License from the Director General of Shipping for operating the tug in the limits of Port of Kandla. The contractor shall also observe all the Labour laws in force from time to time and furnish necessary returns under such Labour laws and rules/regulations made there under to the Deputy Conservator on due dates.

14) INDEMNITY:

The owner shall insure the Tug against all risks, including total loss and salvage, personal injury and loss of life. Such insurance shall be comprehensive one covering all risks including those relating to third parties. No claim in this regard shall be entertained by the charterer i.e. Deendayal Port Authority.

15) RATES, TAXES& PAYMENTS :

(a) 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 be applicable too.

(b) 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.

(c) New Taxes

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.

16) CLOSING DATE:

The tender closes at 20 / 08 /2025 @ 15.00 Hrs.

The Technical Bid will be opened at 20/08/2025 @ 15.30 Hrs.

17) DATE OF COMMENCEMENT:

The mobilization period will be 18 months from the date of issuance of LoA and an extra 15 days on payment of 25% daily hire charges as LD. If the tug is not mobilized within the above period, then the DPT will have the right to terminate the contract and forfeit the EMD amount.

Or Readily available tug should deploy as per above condition.

18) APPOINTMENT OF AGENTS:

The successful tenderer may appoint local agents at Deendayal Port through whom the authority can deal.

19) Power of Attorney in favour of person who will deal on behalf of Company and will be authorized signatory authority is required.

20) Ownership of tugs

Tenderer should either own the tug or be in possession by way of a legally enforceable lease agreement/ letter of authority for a tug under construction. The copies of agreement/lease/letter of authority to be submitted in case the tenderer does not own the tug at the time of submission of tender.

21) This tender provides scope of Indian Citizens/Companies/Co-operative societies having Indian flag vessels to participate in the said tender. Where the said Indian Citizens/Companies/Co-operative Societies have failed either to participate or obtain the order, they cannot be allowed to obtain the same or part of the same work at any cost merely through the provisions found in Section 407 and Section 406 of the M.S. Act, 1958. In the said tender process, the right of first refusal will remain with the Indian vessel owner on his showing readiness to take up the job at the lowest price indicated by the foreign flag vessels. In this context the latest Policy of the Government will be applicable.

"Right of first refusal" is a right which accrues to a bidder in a tendering process- who offers an Indian flag vessel and whose rate though not being the lowest- to be awarded

the tender, subject to his matching the lowest rate offered by a bidder who offers a foreign flag vessel. This right is conferred based upon the practices of the industry and the deliberate intention of the Central Government towards encouragement and development of the Indian Shipping industry.

- 22)** Right of first refusal will be applicable as per Ministry of Shipping's Notification No. SY-13017/4/2017-SBR dated 23.10.2020 & Directorate General of Shipping, Mumbai's circular No. F. No. SD-9/CHART (82)/97-VI Dated 14.01.2021 (DGS circular No. 02 of 2021) and subsequent amendments if any.

23) Force Majeure

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.

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.

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.

**Deputy Conservator
Deendayal Port Authority**

SECTION-IV

Tendering Forms

Part – I

To be submitted by Bidders with their Bids

Format No.	NAME OF FORMS/FORMAT
Form-1	SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID
Form-2	FORMAT FOR TECHNICAL QUALIFICATION OF BIDDERS
Form-3	TUG SPECIFICATIONS
Form-4	SPECIMEN EMD (Bank Guarantee Format)
Form-5	INFORMATION REGARDING LITIGATION
Form-6	EXCEPTIONS AND DEVIATIONS
Form-7	INTEGRITY PACT
Form-8	TENDERER'S UNDERTAKING
Form-9	SPECIMEN FORMAT FOR DECLARATION
Form-10	TENDER INFORMATION FORM
Form-11	PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT
Form-12	PROFORMA OF POWER- OF-ATTORNEY FOR LEAD MEMBER OF JV/ CONSORTIUM
Form-13	FORMAT FOR DETAILS OF CONSORTIUM MEMBERS
Form-14	FORMAT OF BID SECURITY DECLARATION FROM BIDDERS
Form-15	INSURANCE SURITY BOND FOR EMD

Part – II

To be used by successful Bidder

Form-16	SPECIMEN CONTRACT AGREEMENT
Form-17	SPECIMEN BANK GURANTEE PERFORMANCE GUARANTEE/ SECURITY DEPOSIT
Form-18	LETTER OF ACCEPTANCE (LOA) to be issued by DPA on letter head]
Form-19	WORK ORDER
Form-20	FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE

(Form-1)

SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID

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

To

The (PORT Address)

Dear Sir,

We _____
_____ do hereby confirm that Shri

_____ (Name, designation and Address)
is/ are authorized to represent us to bid, negotiate and conclude the agreement
on our behalf with you against tender_no. and his specimen signature is
appended here to.

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

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

*[Specimensignature] Yours
faithfully,*

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

SPECIMEN FORMAT FOR TECHNICAL QUALIFICATION OF BIDDERS

The information to be filled in by the Bidder in the following pages will be used for the purpose of Technical Qualification as provided for in the Instructions to Tenderers.

1. Only for Individual Bidders

1.1. Constitution or legal status of Bidder (*Attach copy*)

- ☐ Place of registration:
- ☐ Principal place of business
- ☐ Power of attorney of signatory of Bid (*Attach*)

2. Turnover of the Firm/ JV

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	2021-22	
	2022-23	
	2023-24	

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 works	Value
Total value of completed similar work as defined in the tender document during last 7 years	2018-19		
	2019-20		
	2020-21		
	2021-22		
	2022-23		
	2023-24		
	2024-25		

Attachments:

Supporting documents, viz., Successful completion certificates from clients, other documentations to substantiate the similarity of work as per definition of “Similar Work”. Employers reserve the right to verify the information;

4. Information on litigation history in which the Bidder is involved.

Other parties	Port	Cause of dispute	Amount	Remarksinvolved showing present status.

5. Declaration of not having been banned or de-listed by any Govt., semi Govt., or PSUs.

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]

FORM FOR FURNISHING TECHNICAL SPECIFICATION OF OFFERED TUGS

Fuel consumption will be taken at 100% MCR which the tender is required to submit as per the form. The requirement of fuel consumption at 90% and 50% MCR may be made as a declaration but need not to be supported with builders certificate.

Particulars	Tug-1	Tug-2	Tug-3	Tug-4
Name of Tug				
Year of Build				
Port of Registry				
Official No.				
Call Sign				
GRT				
LOA				
Reg. Length				
Breadth				
Depth				
Summer Draft				
Main Engine capacity				
Bollard Pull Capacity				
Propulsion				
Speed				
Mast Height				
BHP				
Vessel Endurance				
FO Capacity				
FW Capacity				

Fuel Cons. At 100% MCR				
Fuel Cons. At 90% MCR				
Fuel Cons. At 50% MCR				
No. of Crew				
Any Accident in last 5 yrs.				
Open Deck Space				
Other info. if any				

Please attach separate Sheet, if required.

Signature of bidder

SPECIMEN EMD (Bank Guarantee Format)

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

_____ [Bank's Name, and Address of Issuing Branch or Office]
Beneficiary: _____ *[Name and Address of Employer/ Board]*

Date:

TENDER GUARANTEE No.: _

We have been informed that *[name of the Tenderer]* (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tender") 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 of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

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

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

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

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

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

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

(ii) twenty-eight days after the expiration of the Tenderer's Tender or any extended period thereof;

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

[signature(s)]

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

Information regarding Litigation

The information has to be submitted as per following format:

Other party/ies	Port	Cause of dispute	Amount	Remarks involved showing present status

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

Dated on _____ day of _____, _____ [insert date of signing]

EXCEPTIONS AND DEVIATIONS

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

Sr. No	Page No. of Bid Document	Clause No. of Bid Document	Subject Deviation with Reasons

Note : However, the Bidders to note that un-acceptable deviations, if any, the bid shall be liable for rejection. Bidder is discouraged to deviate from Bid conditions, 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]

INTEGRITY PACT

Between

Deendayal Port Authority (DPA) hereinafter referred to as "**The Principal**"

and

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) / concession(s) for Tender No. **(05/2025)**. 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.

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 process or 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. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page Nos. 7-20)
 - 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.

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". Copy of the "Guidelines on Banning of business dealings" is placed at (Page No. 7-20).

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.

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 Contract 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 recuse 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 / Contractor. 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 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 lapse of this Pact, as specified above unless it is discharged / determined by the Chairperson, 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.

 (For & on behalf of the Principal)

(Office Seal)
DEPUTY CONSERVATOR
DEENDAYAL PORT AUTHORITY
 Place : Gandhidham

Date : ____ / ____ / 2024

Signature of Witness
 (Sign, Name & Address)

NITIN KENIYA.
FLOTILLA SUPDT.

 (For & on behalf of the Bidder/Contractor)

(Office Seal)
 (Name of signatory)

Signature of Witness
 (Sign, Name & Address)

1. _____

 2. _____

Note :- The bidder has to execute Integrity Pact agreement with DEENDAYAL PORT AUTHORITY (As per Bid Response Sheet No.10 and name(s) have been nominated by DPA as Independent External Monitors.

1. Shri Amiya Kumar Mohapatra, IFoS (Retd.) Qrs. No. 5/9, Unit-9, Bhoi Nagar, Bhubaneshwar – 751 022. Mobile No. 9437002530
Email : amiyaiifs@gmail.com
2. Dr. Gopal Dhawan, Ex-CMD, MECL, House No. 120, Jal Shakti Vihar, (NHPC Society) P4, Builders Area, Greater Noida Gautam Budh Nagar, **Utter Pradesh – 201 315, Mobile No. 80077 71467**
Email gdhawangeologist@gmail.com

TENDERER'S UNDERTAKING

1. We, the undersigned having read and clearly understood the preliminaries and all schedules to the tender documents hereby offer to " Providing Marine services at HGCTKPL Container Terminal for the period of 10 years" as specified in the schedules, against which the time charter rates have been inserted to the extent which the Chairman, Deendayal Port Authority or the Deputy Conservator, Deendayal Port Authority may determine in accepting this tender. We hereby agree, subject to the conditions of the contract, to enter into a formal agreement with the Board.
2. We, undertake to supply the said Tug(s) as described in the specifications within 270 days after receipt of Letter of Acceptance.
3. If our tender is accepted, we undertake within 21 days of the letter of Acceptance of the tender, to be deposited in advance with the Board, a Bank Guarantee issued by a scheduled Bank registered in India having its branch at Gandhidham the sum of 5% of annual contract value of the contract price, as per the preliminaries to the tender documents to be held by the Board as security for the due performance of our obligation under the contract. This guarantee shall be valid every year till the completion of contract.
3. Until and unless a formal contract agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us and the Deendayal Port Authority.
4. We understand that Deendayal Port Authority is not bound to accept the lowest or any tender the Board may receive.
5. The undersigned confirms, after personal scrutiny, that the documents and drawing used in compiling this tender are true copies of the documents.
6. The undersigned further declares the status of the company whose shareholders are as follows:

Name of the Director

Percentage of share

Signature of the tenderer

Date: - _____

Name and Address

Witness to Signature of Tenderer

Date:- _____

Name and Address

SPECIMEN FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To _____

(Project Title)

Ref: _____

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

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That in case of being pre-qualified, we acknowledge that the employer may invite us to participate in due time for the opening of Price cover of the tender on the basis of provisions made in the tender documents to follow.
- (c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (e) We also state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the printed tender document No._is full and final for all legal/contractual obligations (delete if not required).

Date:

Place:

Name of the Applicant :

Represented by (Name & capacity):

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.]

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>
1 Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITT.
1 In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT.
1 In case of government owned entity from India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT.
1 <u>PAN NUMBER</u>
1 <u>GST Registration Number</u>

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
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 Dy. Conservator, 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 member and (i) (.....Name of Partner to be filled in.....), (ii) (.....Name of Partner to be filled in), shall be the other partner(s).

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

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

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

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

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

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

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

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

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

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

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

(iii)

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

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

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

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

d)

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

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

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

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

1.17. The Lead Member 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 Member.

1.19. The Lead Partner is authorized: (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the Member (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 Member.

1.20. In the event of default of the Lead Member, 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

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 , NEGOTIATE, AND CONCLUDE contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process: and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment for the work of(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.

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.				
4.				
5.				
6.				

FORMAT OF BID SECURING DECLARATION FROM BIDDERS

(On Bidders Letter head)

Bid Securing Declaration Form

Date: _____ Tender No. _____

To (insert complete name and address of the Employer/ Purchaser) I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of
(insert complete name of Bidder)

Dated on _____ day of _____ (insert d

(Note: In case of a joint venture, the Bid Securing declaration must be in
the name of all partners to the joint venture that submits the Bid)

***Corporate Seal (where
appropriate)***

Format of Insurance Surety Bond for Earnest Money Deposit

(To be executed on Non-Judicial Stamp Paper of Appropriate value of Rs. 300/-)

Insurance Surety Bond No.....

Date:.....

(Name of Contract)

To: (Name and address of Employer)

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that We (name of Insurance Company) of KNOW ALL PERSONS by these present that We (name of Insurance Company) of..... (address of Insurance Company) (hereinafter called "the Surety"), are bound unto the Board of Deendayal Port Authority (hereinafter called "the Employer") for the sum of. (amount), for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt
or collusive or coercive or fraudulent practices or defaults under Integrity Pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of
bid validity.
 - (a) fails or refuses to sign the Contract Agreement when required, or
 - (b) fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the..... (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company

in the capacity of

Common Seal of the Insurance Company with complete address including Tel. Nos./e-Mail Id.

Staff Authority No. of the officer of the Insurance Company/Signatory

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company
4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to

execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sing. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.

5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Ac amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Employer.
6. Insurance Surety and for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with forwarding letter.

SPECIMEN CONTRACT AGREEMENT

*[The **successful Tenderer** shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made
the *[insert: number]* day of *[insert: month]*, *[insert: year]*. BETWEEN

- (1) *The Board of [insert name of the Port], an Autonomous Body of the Ministry of Ports, Shipping & Waterways of the Government of INDIA, incorporated under the Major Port Authorities Act, 2021 as Amended thereafter, under the Laws of India and having its principal place of business at [insert address of Port] (hereinafter called “the Port”), and*
- (2) *[insert name of Contractor], [incorporated under] the laws of [insert: country of Contractor] and having its principal place of business at [insert: address of Contractor] (hereinafter called “the Contractor”).*

WHEREAS the Employer/ Board invited Tenders against tender no. *[Number for execution of [TENDER TITLE AND BRIEF DESCRIPTION] viz., and has accepted a Tender by the Contractor in accordance with the supply/ delivery schedules, in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies)] (hereinafter called “the Contract Price”)*.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Employer/ Board and the Contractor, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement;
 - (b) Special Conditions of Contract;
 - (c) General Conditions of Contract;
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications, drawings);
 - (e) Notice Inviting Tender;
 - (f) Replies issued to the Pre-bid queries, addenda are any issued

[numbers and dates];

- (g) The Contractor's Bid and original Price and Delivery Schedules;
- (h) The Employer/ Board's Notification of Award;
- (i) *[Correspondence the Employer/ Board had exchanged with the bidder till and after award of contract [specific letters and dates]; and*
- (j) [Add here anyother document(s)]

AND WHEREAS

EMPLOYER/ BOARD accepted the Bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the conditions of Contract. Now this CONTRACT AGREEMENT witnessed and it is hereby agreed and declared as follows:

- 2. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him. CONTRACTOR hereby Covenants with EMPLOYER/ BOARD that CONTRACTOR shall and will duly provide, execute and complete Work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of Work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
- 3. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the EMPLOYER/ BOARD does hereby agree with CONTRACTOR that EMPLOYER/ BOARD will pay to Contractor the respective amounts for the work actually done by him and approved by EMPLOYER/ BOARD as per Payment Terms accepted in CONTRACT and payable to CONTRACTOR under provision of Contract at such time and at such manner as provided for in the CONTRACT.

AND

- 4. In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to EMPLOYER/ BOARD for the services rendered by EMPLOYER/ BOARD to Contractor as set forth in CONTRACT and such other sums as may become payable to EMPLOYER/ BOARD towards loss, damage to the EMPLOYER/ BOARD's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the CONTRACT.

‘WHEREAS the contractor has agreed to deposit the performance

- (a) 5% of Rs._____paid in the form of Bank Guarantee/FDR / Digital mode / Insurance Surety Bond of payment, vide No.____, dated____, issued by____(to be submitted in 21 days of issue of LOA).
- (b) Balance 5% amount of Rs._____to be recovered from the Running Accounts bills.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Employer/ Board Signed: [insert signature]

in the capacity of [insert title or other appropriate designation] in the presence of [insert identification of official witness]

For and on behalf of the Contractor

Signed: [insert signature of authorized representative(s) of the

Contractor] in

the capacity of [insert title or other appropriate designation]

in the presence of [insert identification of official witness] Secretary

Signed & Sealed on the behalf of Board of Authority Deendayal Port Authority

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

In consideration of the Board of [insert name of Port] 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 [insert name of Port], its successors and assigns) having agreed to exempt (hereinafter called the "Contractor")' (Name of the Contractor/s)

from the demand under the terms and conditions 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 Performance Guarantee in cash or Lodgment of Government Promissory Loan Notes for the due fulfilment by the said Contractors of the terms and conditions 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 or which would be 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, _____, _____, do hereby

(Name of Bank) _____ (Name of Branch)

undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract or by reason of the Contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees _____) only.)

3. We, _____,
undertake to pay to the _____
(Name of Bank and Branch)

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

4. We, _____ further agree with the Board that
(Name of Bank and Branch)

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 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 be 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, _____ further agree with the Board
(Name of Bank and Branch)

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 forbear 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 be 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)."*

Date _____ *day of* _____ 20

For (Name of

Bank) (Name)

Signature

Form No.:18

No._____/_____/_____

Date: _____

To: _____
[Name & address of contractor]

Sub: _____

Ref: Your bid dated_____and list of correspondence with the bidders.

Dear Sir,

This is to notify you that your price bid opened on_____for execution of the work “_____
_____”, as given in the instruction to bidders
for the Contract Price of Rs._____[amount in words and figures] as
corrected and modified in accordance with the Tender Documents is hereby accepted by the competent
authority of Deendayal Port Authority.

You are hereby requested to furnish performance guarantee, for an amount of Rs.

[amount in words and figures] within {21} days of the issue of this letter of
acceptance valid upto {28} days from the date of
completion/obligation/ expiry of taking over certificate subject to removal of defects period, if any i.e.
upto 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 Work Order will follow.

Please acknowledge receipt.

Yours faithfully,
Authorized signatory
Name and title of signatory Deendayal
Port Authority

(Form – 19)

No. ____/____/____

Date: _____

To: _____ [Name & address of contractor]

Sub:

Ref: Letter dated _____ of Acceptance No. _____

Sir,

Pursuant to your furnishing the requisite Security and signing of the contract for execution of the work

“ _____ ”, you are hereby instructed to proceed with the execution of the said work w.e.f. __ in accordance with the contract documents.

Thanking you,

Yours faithfully,

Deputy Conservator, Deendayal Port Authority,
Gandhidham

FORM- 8 A

FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE**(To be execute on Non-Judicial Stamp paper of appropriate value of Rs. 300/-)**

(Insurance Surety Bond No.....)

Date.....

Name of the Contract) To:

The Board of Authorities of the Port of Kandla, Deendayal Port Authority

A.O. Building, P.O. Box No. 50, Gandhidham – Kutch.

Dear Sirs,

In consideration of the Board of Deendayal Port Authority of the Port... of DEENDAYAL PORT AUTHORITY (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 awarded to M/s [Contractor’s Name] with its Registered/Head Office at (hereinafter referred to as the ‘Contractor’, which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer’s Letter of Acceptance No. dated and the same having been acknowledged by the Contractor, for [Contract sum in figures and words] for..... [Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*) of the said value of the aforesaid work under the Contract to the Employer.

We[Name & Address of the Insurance Company] ..’..... having its Head Office at (hereinafter referred to as the ‘Surety’, which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of (*) as aforesaid at any time upto (@)[days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till[days/month/year] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or

any other course or remedy or security available to the Employer. The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the.....(name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

i) Our liability under this Insurance Surety Bond shall not exceed(*).....

ii) This Insurance Surety Bond shall be valid up to(+).

iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before@.....

Dated thisday of 20..... at.....

WITNESS

Signed for and on behalf of the Insurance Company

1.
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

Notes:

1. (*) This sum shall be Five percent (5%) of the accepted tender annual value for minimum validity period of 03 years before signing the agreement denominated in the types and proportions of currencies.

((@) This date will be ninety (90) days, claim period of three months, same shall be extended or renewed for same period, before 03 months of expiry of the previous Performance Guarantee.

(+) This date will be the date of issue of defect liability Certificate.

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond s h o u l d contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.

In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond.

However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.

4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

SECTION – V

PERSONNEL

1) MANNING AS PER STATUTORY REQUIREMENT:

The vessel should have a set of competent and qualified Tug Master and Crew, as required by statutory regulations. When crew is employed initially, it shall be done with the consent of Deputy Conservator of Deendayal Port Authority and any change afterwards if required, shall be carried out with the prior approval of Deputy Conservator of Port.

2) MASTER TO EXECUTE OWNER'S INSTRUCTION:

A) The Master to execute the DPA instructions with the utmost dispatch and to render customary assistance with the vessel's crew. The master to be under the order of the DPA as regards deployment, agency or other arrangements. The Contractor to indemnify the Owners against all consequences or liabilities arising from the Master, officers or Agents, for their unlawful actions as well as from any irregularity in the vessel's papers.

B) If the Port has a reason to be dissatisfied with the conduct or efficiency of the Master, Officer, or crew, the Operator on receiving particulars of the complaint, promptly investigate the matter and if necessary shall make a change as found necessary. However, the Port shall have the right to demand the change of any Master or other crew.

3) CREW WAGES AND INSURANCE.

The Contractor shall pay the wages to the crew engaged by them and shall take the insurance policy covering all type of risks of all employees engaged by them.

4) THE CONTRACTOR HAS TO ENSURE EXECUTION OF WORK AS INTENDED:

The Operator shall carry out the works strictly in accordance with the contract to the satisfaction of the Deputy Conservator 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)

5) REQUIREMENTS BEFORE COMMENCEMENT OF SERVICE

On the date of commencement of service, tug shall have completed all the necessary surveys and be in possession of all valid certificates. During dry docking period, if the dry dock/ repairs is not completed within 21 days' substitute tug is required to be provided.

6) OPERATOR TO PAY ALL TAXES AND PENALTIES, IF ANY, IMPOSED:

A) Except as otherwise stated in the Contract agreement or as may be agreed from time to time, the Operator shall provide and/ or pay for all requirements, costs, or expenses relating to the vessel, master, and crew which without prejudice to the generality of the outgoing shall include.

- B) Dry-docking, repairs, docking for the Operator's purpose, and all the expenses associated therewith.
- C) Provisions, wages (as per Minimum Wages Act) etc, shipping and discharging fees and all other expenses of the Masters/Officers and Crew.
- D) Deck, cabin and engine room stores.
- E) Adequate No. of towing ropes tested and certified.
- F) Marine and War Risk Insurance of the Vessel including P&I with wreck removal & oil spill pollution clause.
- G) Fumigation and de-rating exemption certificate.
- H) All customs/Import duties arising in connection with any of the fore-going.
- I) All taxes, duties, levies arise should be borne by the Operator only.

7) TUG TO CARRY OUT ASSISTANCE TO ANY VESSEL OR ANTI-POLLUTION OPERATION IF REQUESTED BY THE PORT.

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

- (a) Berthing and un-berthing of vessels in port
- (b) To stand by as fire float, Oil spill dispersant spraying boat, etc.
- (c) To assist in double banking by way of acting as docking tug
- (d) To maintain communication by VHF.

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 Tugs and the tug is required at all times to give Power/ RPM/ MCR as directed by Deputy Conservator or Deputy Conservator's representative.

(8) DELIVERY PERIOD:

The mobilization period will be 18 months from the issue of the Letter of Acceptance and an extra 15 days on payment of 25% daily hire charges per day as LD in a fully operational state acceptable to the Deputy Conservator.

(9) Office space if available will be provided on chargeable basis subject to availability.

(10) Safe Berth/Jetty will be provided free of cost for tying up the Craft subject to availability.

(11) Shore Power will be provided free of cost subject to availability.

(12) Validity :

The rates quoted by me/us above will remain valid for a period of 120 days from the date of opening of technical bid.

Only prices quoted in this schedule shall be considered. The prices shall be firm.

Name of contractor :

Company :

Full address :

Signed for and on
Behalf of company by :

Name and designation
Of Signatory :

**Deputy Conservator
Deendayal Port Authority**

SECTION – VI

SCOPE OF OPERATION

The Tug is required to operate round the clock for meeting the operational requirements at Kandla/Tuna Tekra/Vadinar or any other site within the jurisdiction of Deendayal Port.

I. TUG TO BE FITTED WITH:

- a) 2Nos. of V.H.F. sets operating on channel Marine channels including channel 16, 12, 10 and 8.
- b) Remote control for the operation of main engine from bridge.
- c) Towing winch to be provided forward and aft as per the operating arrangement of the tug. Towing lines for Port Pilotage operations will be maintained on the tug.
- d) Suitable fendering for pushing ships.

II. GENERAL CONDITIONS:

Tenderer should indicate with the supporting documents/general arrangement plan (a) Name of the vessel (b) Place and year of built (c) Port of registry (d) Broad dimensions of the Tugs i.e. overall length, draft, beam, depth, DWT, GRT etc. (e) accommodation for hirer's use (f) valid and current certificates from the classification society/Mercantile Marine Deptt. These certificates shall have to be renewed and kept valid during the entire period of contract including period of extension. For tugs under construction, an undertaking is to be given that the vessel along with its certificates will be ready for delivery within the mobilization period i.e. 18 months. Also, its specifications will be submitted along with copy of the order.

III. SPECIAL CONDITIONS:

1. The tenderer should quote the hire charges on charter/rate per day basis as per Schedule 'B'
2. The contractor shall be allowed a downtime of 12 days per year during the currency of contract for upkeep of the tug. The full one-year's downtime will be credited in the beginning of each contractual year. However, the contractor must take prior permission in writing of the Deputy Conservator, D.P.A, before laying up the tug to carry out any maintenance work or repairs or surveys, etc. A maximum of 07 days of downtime will be permitted at a time per Tug. 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.
3. The contractor shall be allowed to provide substitute tug of similar/comparable/superior dimensions & parameters on justified grounds during the currency of contract on mutual agreement.
4. The Port shall exempt the Tug from the levy of port dues, berth hire charges, stream dues, pilotage and other port charges.

IV. INSURANCE

1. "(a) 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 have any right to 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.

(b) 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."

V. GENERAL :

- 1 The owner will carry out any other tests or trials specified by the Deputy Conservator, Deendayal Port Authority necessary to demonstrate the ability of the Tugs to comply with the specified requirements, particularly to perform the duties specified hereof.
- 2 The Tug is not to leave station without obtaining specific instructions from Deendayal Port Authority.

- VI.** While evaluating tenders, regard would be paid to national defense and security considerations.

VII. RATES AND PAYMENTS:

The tenderer has to quote the rate in terms of daily hire charges excluding fuel oil as per the format of "Schedule of Prices". Fresh water if available will be supplied on payment basis as per the Scale of Rates. The rates are to be quoted in Indian rupee only. The payment of the monthly bill will be made within 15 working days after submission by the contractor of the bill in duly certified. Income Tax at applicable rates and surcharge thereon will be deducted from the monthly bill. The payment will be made in Indian currency only. Port will supply necessary fuel.

VIII. SPECIAL NOTE:

1. This notification is to be treated as a part of the tender document.
2. The tenderer whose offer is accepted has to enter into an agreement in prescribed form with Deendayal Port Authority. The cost of non-judicial stamp papers shall be borne by the tenderer and the same is to be submitted within 14 days from the date of issue of letter of Acceptance.
3. If during the contract period, performance of the Tug is found to be continuously unsatisfactory, Deendayal Port Authority reserves the right to cancel the contract by giving One Month's Notice. Whenever notice is given reasonable time will be given to rectify the irregularity/error. If not attended to for 21 days it will be treated as an instance of unsatisfactory performance.

4. The contractor is at liberty to quote the rate for Tug which they consider suitable for the above port operations but with permissible variations in main parameters and specifications as stipulated in the terms and conditions of the tender.
5. Deendayal Port Authority reserves the right to reject any/all bids without assigning any reason whatsoever. Further Deendayal Port Authority does not bind itself to accept the lowest offer.
6. Any modification in the offer after the closing date / time will not be allowed and considered.
7. Hard copy of the tender super-scribing "TENDER DOCUMENT (except price bid) FOR "Providing Marine Services at HGCTKPL Terminal at Tuna/Tekra for the period of Ten years" and addressed to the Deputy Conservator, Deendayal Port Authority A.O. Building, Post Box No.50, Gandhidham (Kutch), Gujarat, PIN: 370 201 should reach within 07 days of online submission of bid.
8. Contractor shall provide 1 nos. of four wheeler tourist vehicle (Innova or equivalent) with driver during contract period for the use of employer. This vehicle will be used only for duties related to the works of this contract. Vehicle must be in very good condition and to the satisfaction of Engineer- In-charges. Necessary fuel/ oil / driver / maintenance etc., will have to be born by the contractor. During the currency of contract in case the contractor does not provide the vehicle the employer will engage the other tourist vehicle and actual charges incurred will be recovered from the due payment or Rs. 3000/- per day will be recovered.
9. Contractor shall provide office with all furniture, new Two computers and stationery with two office assistance personal minimum graduate knowing computer in the help of DPA official for the period of contract.
10. The sealed tender should be accompanied with an online transfer/digital mode/bank guarantee as specified in the NIT in favour of Deendayal Port Authority, Gandhidham towards Earnest Money Deposit. B.G. shall be of any nationalized/Scheduled Bank having its branch in Gandhidham. The amount of the E.M.D. will be refunded on execution of agreement and after depositing the Security Deposit as per the conditions of the tender. The bids without EMD and / or full details as called for in the tender are liable to be ignored/rejected.

The tenders in which any deviation from the prescribed terms and conditions have been made by the contractor are also liable to be rejected. The EMD for all the bidders except L-1 & L-2 shall be refunded within 7 working days from opening of the price bid, except in cases where L-1 is found to be abnormally low. The EMD of L-I & L-II shall be refunded after submission of contract agreement and performance BG by L-I.

11. The offer of the contractor shall be valid for a period of 120 days from the date of opening of Technical Bid.
12. The tender should be unconditional. A conditional tender is liable for rejection.

IX. Integrity Pact:

13. Integrity Pact Agreement (Form-VI) duly signed by the bidder and one witness (witness sign also to be obtained by the bidder) is also required to be submitted in preliminary bid, failing which the bid shall be treated as non-responsive and shall be rejected. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/she shall submit the Hard Copy of the duly filled, signed IP Agreement to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified. Whose address is as under:

**Deputy Conservator
Deendayal Port Authority**

SCHEDULE-B**PRICE BID**

S No	Activity	In Rupees for Tugs & Crafts	
		Per Day	Per Year
	FIXED CHARGES :		
I	FIXED TUG HIRING CHARGES:		
1	Time Charter of Tug – 1 (60 T BP)		
2	Time Charter of Tug - 1 (60T BP)		
3	Time Charter of Tug - 1 (60 T BP)		
4	Time Charter of Tug – 1 (60 T BP)		
	TOTAL (A):		
II	FIXED MANPOWER COST :	Per Month	Per Year
1	Radio Operator – 2 nos.		
2	Signal Station Assistants – 2 nos.		
3	Mooring Crew – 2 sets		
	TOTAL (B) :		
	Grand Total of Fixed Charges: (A+B)		

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. Note: Tenderer has to fill up consumption per hour at 100% MCR for both main engine and DG sets supported by technical manufacturers data sheet.
2. **The rates quoted by me/us above will remain valid for a period of 120 days from the date of opening of technical bid.**

Only prices quoted in this schedule shall be considered.

Name of the Tenderer

Company

Full Address

Signature by for and on behalf of Tenderer

Name and Designation