

DEENDAYAL PORT AUTHORITY
MECHANICAL ENGINEERING DEPARTMENT
MECHANICAL DIVISION

TENDER NO. CME/Tug/1734/BuoysBhimsen/2025

TENDER FOR

**“Comprehensive Annual Maintenance Contract for Channel Marking, Dumping and Mooring
Buoys in the Kandla Channel along with Operation & Maintenance of Heave up Barge
Bhimsen for a period of three years.”**

Engineer In-charge (Tugs)
Room No.-3, Ground Floor
Marine Bhawan
Deendayal Port Authority
New Kandla – 370 210.
Kutch- Gujarat
Phone: +91-9879505124

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DEENDAYAL PORT AUTHORITY**TENDER NOTICE NO. CME/Tug/1734/BuoysBhimsen/2025**

Engineer In-charge (Tugs), DPA, New Kandla, Phone +91-9879505124 invites tender in Online E-tendering system for the work of **“Comprehensive Annual Maintenance Contract for Channel Marking, Dumping and Mooring Buoys in the Kandla Channel along with Operation and Maintenance of Heave up Barge Bhimsen for a period of three years.”** at the estimated cost of Rs. 4,44,40,000.00 (Four Crores Forty-Four Lakhs Forty Thousand only). **Tender fee of Rs. 5,900/- (including GST) and EMD of Rs. 4,44,400.00/-** (Rupees Four Lakhs Forty-Four Thousand Four Hundred Only) through online transfer in Bank of Baroda, Gandhidham Branch, **a/c no.: 10080100022427, IFSC Code: BARBOGANKUT**. 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, 30114 & 30115 only 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’ (Section-VIII) at the time of submission of bid failing which the bid shall be considered non-responsive.** The last date of downloading: **10.12.2025 up to 15:00hrs.** Last date and time of submission of E-tender only on website <https://tender.nprocure.com> **10.12.2025 up to 16:00 hrs.** Date and time for opening of e-tender: **10.12.2025 at 16:10 hrs.** Tender shall be downloaded from web site: <https://tender.nprocure.com> and also available on <http://www.deendayalport.gov.in>

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

**Engineer In-Charge (Tugs)
Deendayal Port Authority**

Notice Inviting Online Tender

Department Name	Mechanical Engineering Department			
Circle/ Division	Mechanical Division			
Tender Notice No.	CME/Tug/1734/BuoysBhimsen/2025			
Name of Work	“Comprehensive Annual Maintenance Contract for Channel Marking, Dumping and Mooring Buoys in the Kandla Channel along with Operation & Maintenance of Heave up Barge Bhimsen for a period of three years”			
Estimated Contract Value (INR)	Rs. 4,44,40,000/-			
Period of Completion (in Months)	36 months from the date of commencement of work. The work shall commence within 10 days from the date of issue of work order.			
Bidding Type	Open			
Bid Call (Nos.)	One			
Tender Currency Type	Single Currency			
Tender Currency Settings	Indian Rupee (INR)			
Joint Venture	Not-Allowed			
Rebate	Not Applicable			
Bid Document Fee	<p>Tender fee of Rs. 5,900/- (including GST) through online transfer in Name of beneficiary: Deendayal Port Authority, Bank of Baroda, Gandhidham Branch, a/c no.: 10080100022427, IFSC Code: BARBOGANKUT. Scan copy of RTGS no. and date of transfer may be uploaded on (n) procure website at the time of submission of bid.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under TheMinistry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification -2008 mentioned below, only shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall also upload the scannedcopy of valid & relevant certificate on (n) procure website along with ‘Bid Securing Declaration Form’ (Section-VIII) at the time of submission of bid failing which the bid shall be considered non-responsive.</p> <table><tr><td>Level</td><td>Description</td></tr></table>		Level	Description
Level	Description			

	<table><tr><td>Sub Class 30111</td><td>Building of commercial vessels: passenger vessels, ferry-boats, cargo ships, tankers, tugs, hovercraft (except recreation-type hovercraft) etc.</td></tr><tr><td>Sub Class 30114</td><td>Construction of floating or submersible drilling platforms.</td></tr><tr><td>Sub Class 30115</td><td>Construction of floating structures (floating docks, pontoons, coffer-dams, floating landing stages, buoys, floating tanks, barges, lighters, floating cranes, non-recreational inflatable crafts etc.)</td></tr></table>	Sub Class 30111	Building of commercial vessels: passenger vessels, ferry-boats, cargo ships, tankers, tugs, hovercraft (except recreation-type hovercraft) etc.	Sub Class 30114	Construction of floating or submersible drilling platforms.	Sub Class 30115	Construction of floating structures (floating docks, pontoons, coffer-dams, floating landing stages, buoys, floating tanks, barges, lighters, floating cranes, non-recreational inflatable crafts etc.)
Sub Class 30111	Building of commercial vessels: passenger vessels, ferry-boats, cargo ships, tankers, tugs, hovercraft (except recreation-type hovercraft) etc.						
Sub Class 30114	Construction of floating or submersible drilling platforms.						
Sub Class 30115	Construction of floating structures (floating docks, pontoons, coffer-dams, floating landing stages, buoys, floating tanks, barges, lighters, floating cranes, non-recreational inflatable crafts etc.)						
Bid Document Fee Payable To	Deendayal Port Authority, Gandhidham						
Bid Security/ EMD(INR)	<p>Rs.4,44,400/- (Rupees Four Lakhs Forty-four Thousand Four Hundred only) through online transfer in Name of beneficiary: Deendayal Port Authority, Bank of Baroda, Gandhidham Branch, a/c no.: 10080100022427, IFSC Code: BARBOGANKUT. Scan copy of RTGS no. and date of transfer may be uploaded on (n) procure website at the time of submission of bid.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under TheMinistry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification -2008 mentioned earlier in the above table, only shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall also upload the scannedcopy of valid & relevant certificate on (n) procure website along with ‘Bid Securing Declaration Form’ (Section-VIII) at the time of submission of bid failing which the bid shall be considered non-responsive.</p> <table><tr><td>Level</td><td>Description</td></tr><tr><td>Sub Class 30111</td><td>Building of commercial vessels: passenger vessels, ferry-boats, cargo ships, tankers, tugs, hovercraft (except recreation-type hovercraft) etc.</td></tr><tr><td>Sub Class 30114</td><td>Construction of floating or submersible drilling platforms.</td></tr></table>	Level	Description	Sub Class 30111	Building of commercial vessels: passenger vessels, ferry-boats, cargo ships, tankers, tugs, hovercraft (except recreation-type hovercraft) etc.	Sub Class 30114	Construction of floating or submersible drilling platforms.
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Bid Security/ EMD (INR) In Favour Of	Deendayal Port Authority, Gandhidham		
Bid Document Downloading Start Date	19/11/2025 from 1400 hrs.		
Bid Document Downloading End Date	10/12/2025 up to 1500 hrs.		
Pre Bid Meeting	28/11/2025 at 1530 hrs.		
Place of Pre-Bid Meeting	In the Chamber of CME, Administrative Office Bldg., Deendayal Port Authority, Gandhidham, Kachchh-Dist.- Gujarat		
Last Date & Time for Online submission of Bids	10/12/2025 up to 1600 hrs. on https://kpt.nprocure.com		
Bid Validity Period	120 Days		
Condition	<p>Tender fee of Rs. 5,900/- (including GST) & EMD of Rs.4,44,400/- (Rupees Four Lakhs Forty-four Thousand Four Hundred only) through online transfer in Name of beneficiary: Deendayal Port Authority, Bank of Baroda, Gandhidham Branch, a/c no.: 10080100022427, IFSC Code: BARBOGANKUT. Scan copy of RTGS no. and date of transfer may be uploaded on (n) procure website at the time of submission of bid.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under TheMinistry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification -2008 mentioned-earlier in the above table, only shall become eligible for exemption from payment of tenderfee/EMD. Such bidder shall also upload the scannedcopy of valid & relevant certificate on (n) procure website along with ‘Bid Securing Declaration Form’(section-VIII) at the time of submission of bid failing which the bid shall be considered non-responsive.</p> <table><tr><td>Level</td><td>Description</td></tr></table>	Level	Description
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	Sub Class 30111	Building of commercial vessels: passenger vessels, ferry-boats, cargo ships, tankers, tugs, hovercraft (except recreation-type hovercraft) etc.
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	Sub Class 30115	Construction of floating structures (floating docks, pontoons, coffer-dams, floating landing stages, buoys, floating tanks, barges, lighters, floating cranes, non-recreational inflatable crafts etc.)
<p>Also, scanned copy of Integrity Pact Agreement(Form-6) duly signed by the bidder and one witness (witness sign also to be obtained by the bidder) is required at the time of submission of bid, otherwise, the bid will be treated as non-responsive and shall be rejected. Such bidder shall also upload the scanned copy of valid & relevant certificate.</p> <p>Accordingly, offer of those bidders shall only be opened whose Tender Fee, Bid security i.e. EMD and Integrity Pact Agreement is received Electronically at the time of submission of bid.</p> <p>However, for the purpose of realization, bidder shall send the same in original to Engineer In-charge (Tugs) at the time of tender opening or send the same by hand/courier/RPAD/Speed post so as to reach the Engineer In-charge (Tugs), Deendayal Port Authority, Marine Bhawan, New Kandla within 07 days from the last date of opening.</p>		
Remarks	Submission of tender fees, EMD and other documents during office hours: on date 10/12/2025 to 17/12/2025 by hand/courier/RPAD/Speed post in the chamber of Engineer In-charge(Tugs), Room No.-3, Ground Floor, Marine Bhawan, Deendayal Port Authority, New Kandla – 370 210. Kutch- Gujarat, Phone: +91-9879505124.	
Technical Bid Opening Date	<p>Technical Bid will be opened on 10.12.2025 @ 1610 hrs.</p> <p>Price bid shall be opened of only Technically qualified bidders on later date.</p> <p>Note: <i>Scanned copy of EMD, tender fees & Integrity Pact Agreement (Form-6) duly signed by the bidder and one witness (witness sign also to be</i> </p>	

	<i>obtained by the bidder) is also required in Technical bid criteria. Otherwise, the bid will be treated as non-responsive & shall be rejected.</i>
Commercial Bid (price bid) Opening Date	Will be intimated to the technically qualified bidders.
Documents required to be submitted by scanning through online.	<p>a. Tender fee of Rs. 5,900/- (including GST) & EMD of Rs.4,44,400/- (Rupees Four Lakhs Forty-four Thousand Four Hundred only) through online transfer in Name of beneficiary: Deendayal Port Authority, Bank of Baroda, Gandhidham Branch, a/c no.: 10080100022427, IFSC Code: BARBOGANKUT. Scan copy of RTGS no. and date of transfer may be uploaded on (n) procure website in at the time of submission of bid.</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 earlier in the above table, only shall become eligible for exemption from payment of tender fee/EMD shall become eligible for exemption from payment of Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with 'Bid Securing Declaration Form' (section-VIII) at the time of submission of bid failing which the bid shall be considered non-responsive.</p> <p>b. Documents required under clause no.4.2 of Section-I.</p> <p>For the purpose of realization, the bidder shall send all documents within 7 days from the last date of opening of Technical bid through post or by hand, without fail.</p>
Officer Inviting Bids	Engineer In-charge (Tugs)
Bid Opening Authority	Engineer In-charge (Tugs)
Address	Engineer In-charge (Tugs), Room No.-3, Ground Floor Marine Bhawan- Deendayal Port Authority New Kandla – 370 210, Kutch- Gujarat Phone: +91-9879505124
Contact	Email: Rakesh.sinha@deendayalport.gov.in Mobile: +91-9879505124
Integrity Pact	<p>Integrity Pact Agreement (Form-6) duly signed by the bidder and one witness (witness sign also to be obtained by the bidder) is also required to be submitted at the time of submission of bid, failing which the bid shall be treated as non-responsive and shall be rejected.</p> <p>However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then</p>

	<p>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.</p>
<p>Pre-Qualification Criteria for eligible bidders.</p>	<p>PRE-QUALIFICATION CRITERIA FOR ELIGIBLE BIDDERS:</p> <p>The Bidders shall fulfill the following qualification criteria: -</p> <ul style="list-style-type: none"> a) Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs. 44.44 Lakhs. Certified Chartered Accountant. b) Experience of having successfully completed similar works during last 5 years ending last day of month previous to the one in which applications are invited should be either of the following: - <ul style="list-style-type: none"> i) Three similar completed works each work costing not less than the amount equal to Rs. 59.25 lakhs (excluding GST), Or ii) Two similar completed works each work costing not less than the amount equal to Rs. 74.07 Lakhs (excluding GST), Or iii) One similar completed work costing not less than the amount equal to Rs. 118.50 Lakhs (excluding GST). <p>“Similar Works” means the contractor shall have experience of Supply with Installation & Commissioning and / or AMCs of marine navigational buoys/mooring buoys / AMCs of Leading lights & Beacons into the navigation channel/ Repair / AMC / Construction of floating structures (floating docks, pontoons, coffer-dams, floating landing stages, floating tanks, barges, lighters, Tugs, Crafts, floating cranes, vessel etc.) in any reputed organization separately or combinedly.</p> <p>Note:</p> <ul style="list-style-type: none"> (a) A copy of the completion certificate in respect of the successfully completed similar work. (b) A copy of detail work order should also be submitted for which the bidder is submitting the completion/satisfactory performance certificate. Such certificates should be issued on the letter head of the client and invariably reflect the following details: <ul style="list-style-type: none"> (1) Name of Contractor

	<p>(2) Name of Work (3) No. of work order/agreement and date (4) Contract value (5) Contract period (6) Date of commencement of work (7) Date of completion (8) Value of Work executed during the contract period /original contract period. (9) Date of issue of completion certificate.</p> <p>In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.</p>
	<p><u>IMPORTANT:</u></p> <ul style="list-style-type: none"> i. In case a work is started prior to 05 (Five) years, ending last day of month previous to the one in which tender is invited, but completed in last 05 (Five) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered only for the duration pertaining to last 05 (Five) years' criteria for fulfilment of credentials. ii. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials. iii. In case the Similar AMC contract is running but not fully completed or in progress, in such case the completed portion of the contract i.e. last date of the month previous to the one in which applications are invited, certificate issued by the employer meets the requirement of above PQC. Such works are also considered for evaluation of work experience iv. In case of work consisting of multiple services/items submitted to avail the for fulfillment of the technical credential, only the part of work and amount shall be considered pertaining to similar works criteria. v. 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:

	<p>Assessed Available Bid capacity = $A \times M \times N - B$,</p> <p>Where, —(N) = Number of years prescribed for completion of the subject contract.</p> <p>—(A) = Maximum value of works executed in any one year during last Five years (Updated at current price level).</p> <p>—(M) = Multiplier Factor (usually 1.5)</p> <p>—(B) = Value at current price level of 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.</p> <p>Financial Year</p> <table><tr><th>Financial Year</th><th>2024-25</th><th>2023-24</th><th>2022-23</th><th>2021-22</th><th>2020-21</th></tr><tr><td>Index</td><td>154.9</td><td>151.4</td><td>152.5</td><td>139.4</td><td>123.4</td></tr><tr><td>Multipling Factor</td><td>1.00</td><td>1.02</td><td>1.02</td><td>1.11</td><td>1.26</td></tr></table> <p>IMPORTANT:</p> <p>i) The value of annual turnover is not to be considered towards —A as mentioned in the formula.</p> <p>ii) The information may be provided as per the format given at Section-IX.</p>	Financial Year	2024-25	2023-24	2022-23	2021-22	2020-21	Index	154.9	151.4	152.5	139.4	123.4	Multipling Factor	1.00	1.02	1.02	1.11	1.26
Financial Year	2024-25	2023-24	2022-23	2021-22	2020-21														
Index	154.9	151.4	152.5	139.4	123.4														
Multipling Factor	1.00	1.02	1.02	1.11	1.26														

NOTE:

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

(n) code Solutions-A division of GNFC Ltd.,

(n)Procure Cell 403, GNFC Info tower, S.G. Road, Bodakdev, Ahmedabad – 380054 (Gujarat)

Contact Details:

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

BSNL: +91-79-26854511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525)

Reliance: +91-79-30181689 Fax: +91-79-26857321, 40007533

E-mail: nprocure@gnvfc.net

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

Engineer In-charge (Tugs)

SECTION – I**INSTRUCTION TO BIDDERS (ITB)****A. GENERAL****1. Scope of Bid:**

- 1.1 The Engineer In-charge (Tugs), Deendayal Port Authority invites bids by E-Tendering from the interested eligible bidder for the work as mentioned in the notice inviting online tender. All bids shall be completed and submitted on-line in accordance with instruction to the bidders.
- 1.2 The successful bidder will be expected to complete the works by the intended completion period.

2. Source of funds:

- 2.1 The employer has arranged the funds from the internal resources and will have sufficient funds in India Currency for execution of the work.

3. Eligible Bidders:

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

- 3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause regarding Eligibility Criteria.
- 3.2 All bidders shall fill the forms provided in Section – IV- Part – I “To be submitted by Bidders with their Bids”.
- 3.3 Government-owned enterprises may participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the employer subject to fulfillment of Minimum Qualifying criteria.
- 3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

4. Eligibility Criteria:

- 4.1 The Bidders shall fulfill the following pre-qualification criteria:

<u>FINANCIAL QUALIFICATION</u>		
Sr. No.	Pre-Qualifying Criteria	Supporting Documents
A)	Average Annual financial turnover during the last 3 years, ending 31 st March of previous financial year, should be at least Rs. 44.44 Lakhs certified by chartered accountant.	Turnover Certificate issued by the Chartered Accountant along with UDIN No. on their letterhead.
<u>TECHNICAL QUALIFICATION</u>		
Sr. No.	Qualifying Criteria	Supporting Documents
B)	<p>Experience of having successfully completed similar works or on-going similar works, completed one-year or more with satisfactory performance certificate separately or combined, during last 5 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 work costing not less than the amount equal to Rs. 59.25 Lakhs (excluding GST)</p> <p style="text-align: center;">OR</p> <p>ii) Two similar completed works each work costing not less than the amount equal to Rs. 74.07 Lakhs (excluding GST)</p> <p style="text-align: center;">OR</p> <p>iii) One similar completed work costing not less than the amount equal to Rs. 118.50 Lakhs. (excluding GST)</p>	
	<p><u>Note:</u></p> <p>(a) A copy of the completion certificate in respect of the successfully completed similar work. For on-going similar works, the tenderer shall submit satisfactory performance certificate in place of completion certificate from the employer indicating contract value for the completed period of the contract for qualification. Completed value of work as on last day of month previous to the one in which applications are invited should be considered for qualifying criteria.</p> <p>(b) A copy of detail work order should also be submitted for which the bidder is submitting the completion certificate. Such completion certificate should be issued on the letter head of the client and invariably reflect the following details:</p> <p>(1) Name of Contractor</p> <p>(2) Name of Work</p> <p>(3) No. of work order/agreement and date</p> <p>(4) Contract value</p>	

	<p>(5) Contract period</p> <p>(6) Date of commencement of work</p> <p>(7) Date of completion</p> <p>(8) Value of Work executed during the contract period/original contract period.</p> <p>(9) Date of issue of completion certificate.</p> <p>(c) In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.</p> <p><u>IMPORTANT:</u></p> <ul style="list-style-type: none"> i. In case a work is started prior to 05 (Five) years, ending last day of month previous to the one in which tender is invited, but completed in last 05 (Five) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered only for the duration pertaining to last 05 (Five) years criteria for fulfilment of credentials. ii. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials. iii. In case the Similar AMC contract is running but not fully completed or in progress, in such case the completed portion of the contract i.e. last date of the month previous to the one in which applications are invited, certificate issued by the employer meets the requirement of above PQC. Such works are also considered for evaluation of work experience iv. In case of work consisting of multiple services/items submitted to avail the for fulfillment of the technical credential, only the part of work and amount shall be considered pertaining to similar works criteria.
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C)	<p>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:</p> $\text{Assessed Available Bid capacity} = A \times M \times N - B,$ <p>Where, — (N) = Number of years prescribed for completion of the subject contract.</p> <p>—(A) = Maximum value of works executed in any one year during last Five years (Updated at current price level).</p>
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	—(M) = Multiplier Factor (usually 1.5)					
	—(B) = Value at current price level of 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.					
	Financial Year					
	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	1.00	1.02	1.02	1.11	1.26
	IMPORTANT:					
	i. The value of annual turnover is not to be considered towards —A as mentioned in the formula.					
	ii. The information may be provided as per the format given at Section-IX.					
D)	“Similar Works” definition	“Similar Works” means, the bidder shall have experience of				
		1) “Similar Works” means the contractor shall have experience of Supply with Installation & Commissioning and / or AMCs of marine navigational buoys/mooring buoys / AMCs of Leading lights & Beacons into the navigation channel/ Repair / AMC / Construction of floating structures (floating docks, pontoons, coffer-dams, floating landing stages, floating tanks, barges, lighters, Tugs, Crafts, floating cranes, vessel etc.) in any reputed organization separately or combinedly.				

INSTRUCTIONS FOR UPLOADING OF SCANNED DOCUMENT ON BIDDING PORTAL (i.e. N-procure Portal)		
Sr. No.	Instruction	Precautions
1	There should not be any bulk scanning and uploading of all bidding documents. For example, along with work/supply order its related documents such as completion certificate and performance certificate can	The required bidding document should be scanned in high quality pdf. The

	<p>be bulk scanned and uploaded by giving specific name of the documents e.g., name of client. In case along with the documents related to similar work experience, the bidder also scans and includes average annual turnover certificate and uploads it, DPA will not be responsible for finding and tracing out the same in all the scanned documents uploaded by the bidder on (n) procure bidding portal.</p> <p>Every document should be specifically named and separately uploaded for its identification.</p>	<p>scanned copy should be clear and visible.</p> <p>No unrelated document should be scanned and included with the specific set of scanned documents.</p> <p>Every document should be specifically named and separately uploaded for its identification.</p>
2	<p>The document related to techno-financial criteria should invariably be scanned and uploaded on (n) procure bidding portal.</p> <p>Techno-financial qualification will be done on the basis of documents uploaded on bidding portal only.</p> <p>DPA may seek shortfall information connected to documents uploaded on bidding portal from the bidders. However, DPA is not bound to call for any shortfall information from the bidders. No fresh documents submitted by the bidder for techno commercial qualified will be considered for any purpose.</p>	<p>The required bidding document should be scanned in high quality pdf. The scanned copy should be clear and visible.</p> <p>The scanned pdf file should invariably be given specific name for its identification e.g. turn over certificate etc.</p> <p>Every document should be specifically named and separately uploaded for its identification.</p>

4.2 All bidders shall scan and forward legible scanned copies of the following information and documents with their bids.

- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bidder to commit the Bid.
- b. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years ending 31st March of the previous

financial year with UDIN Number.

- c. Duly filled Forms mentioned in Section – IV.
- d. PAN, Registration with GST, Provident Fund Authorities.
- e. EMD & Tender fee should be paid through online transfer in Bank of Baroda, Gandhidham Branch, scan copy of RTGS no. and date of transfer shall send for the purpose of realization.
- f. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- g. A certificate by the bidder that they have not been banned / blacklisted by any govt. Agency.
- h. Power of attorney (dully accompanied by resolution of Board in case of company).
- i. Qualifications and experience of key site management and technical personnel proposed for the contract.
- j. The proposed methodology and program of work, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones **(Not Applicable). (Modified as per Clause No. 2 under Special Conditions, Section-III)**
- k. Bidders should give an undertaking letter duly stating that the documents submitted by them in support of their credentials are genuine and DPA is at liberty to take any action against the bidder if the said documents are found to be non-genuine.
- l. Bidders should give an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation.
- m. At the time of submission of tender document, the bidder shall give an undertaking that no changes have been made in the document.

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

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
- Record of poor performance such as abandoning the works, non – completion of the contract.

5. One Bid per Bidder

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

6. Joint Venture (Not applicable Modified as per Clause No. 3 under Special Conditions, Section-III)

In case of association in the form of consortium or joint venture agreement, the members of the association shall nominate one of the members as "lead partner" for

participating in the tender and signing all the documents related therewith up to signing of agreement and execution of all the contractual obligations there after (in case of award of contract). All the partners of the association must also, jointly and severally, be responsible for satisfactory execution and performance of the contract. The firms with at least 26% equity holding each are allowed to jointly meet the eligibility criteria.

7. Cost of Bidding

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

8. Site Visit

- 8.1 The Bidder, at his own responsibility and risk, is encouraged to visit and examine the site of work and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the works. The costs of visiting the site shall be at the Bidders' own expense.

B. BIDDING DOCUMENTS

9. Content of Bidding Documents

- 9.1 The set of bidding documents comprises the documents listed in the below and addenda issued in accordance with clause-9:

Bid Reference No. CME/Tug/1734/BuoysBhimsen/2025

NIT	Invitation for Bids
Section I	Instruction to Bidders
Section II	General Conditions of Contract
Section III	Special Conditions of Contract
Section IV	Forms of Bid
Section V	Scope of Work and technical specification
Section VI	Bill of Quantities
Section VII	Drawings
Section VIII	Bid Security Declaration Form

- 9.2 The bidding documents shall be downloaded. The documents should be completely filled and submitted through on line E – Tendering process.

- 9.3 The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms, technical specifications, bill of quantities, in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the tender documents shall be rejected.

10. Clarifications of the Bidding Documents

- 10.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing or by electronic form and be confirmed by hard copy at the Employer's address indicated in the invitation to bid. The employer will respond to any request for clarification which he received earlier than days (Suggested 7 days) prior to the date of pre bid meeting. The clarifications shall be uploaded on Website <https://kpt.nprocure.com>, www.deendayalport.gov.in and www.eprocure.gov.in.

10.2 Pre-Bid meeting

- 10.2.1 The bidder or his official representative may attend pre-bid meeting to be held on 28/11/2025 @ 15:30 hrs in the Chamber of CME A.O Building, Gandhidham. The bidders/representative of bidders who wish to attend the Pre-Bid meeting shall furnish the authority letter on the letter head of Bidder, for attending the Pre-Bid Meeting on behalf of bidder at the time of Pre-Bid Meeting.
- 10.2.2 The purpose of the meeting will be to clarify issues related to work and tender conditions.
- 10.2.3 Pre – Bid clarifications will be uploaded in <https://kpt.nprocure.com>, www.deendayalport.gov.in or www.eprocure.gov.in website without disclosing source of enquiry.
- 10.2.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- 10.2.5 At any time prior to the deadline for submission of Bids, employer may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum.
- 10.2.6 Those bidders who download the tender document from the website shall be solely responsible to check the web site for the amendment issued in the shape of Corrigendum and/or Addendum.

11. Language of Bid

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

12. Documents comprising the Bid

The bid submitted by the bidder shall comprise the following:

A) Technical Bid:

- i) Tender Fee and Bid Security (EMD).
- ii) Qualification information in accordance to clause of **Eligibility Criteria** shall be submitted.

B) Financial Bid:

- (i) Bill of Quantities duly filled and digitally signed by bidder.

13. Bid Prices

- 13.1 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- 13.2 The quoted prices shall be inclusive of all taxes, duties and other incidental charges like cost of materials, transportation, loading, insurance and unloading **etc. at site except GST** and should remain firm till completion of work. The GST liability is to be borne by the Service Provider and service receiver as per the provision of GST Act issued from time to time.

14. Currencies of Bid and Payment

The unit rates and the prices shall be quoted by the bidder in Indian Rupees only.

15. Bid Validity

- 15.1 Bids shall remain valid for a period of 120 days from the date of opening of the Technical Bid. A bid valid for a shorter period shall be rejected by the employer as Non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the employer may request the bidders to extend the period of validity for an additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request for which EMD will not be forfeited.
- 15.3 A bidder agreeing to the request will not be permitted to modify his bid.

C. Bid Security (Earnest Money Deposit-EMD)

16. Earnest Money Deposit (EMD)

- 16.1 The tender shall be accompanied by Earnest Money Deposit of **Rs.4,44,400/- (Rupees Four Lakhs Forty-four Thousand Four Hundred only)** through online transfer in Name of beneficiary: Deendayal Port Authority, Bank of Baroda, Gandhidham Branch, **a/c no.: 10080100022427, IFSC Code: BARBOGANKUT**. Scan copy of RTGS no. and date of transfer may be uploaded on (n) procure website **at the time of submission of bid**.
In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial

Classification -2008 mentioned in NIT above only 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' (section-VIII) at the time of submission of bid failing which the bid shall be considered non-responsive. It may be noted that exemption certificate issued by any other authority will not be entertained.**

(a) EMD

- (i) The EMD of successful Bidder will be refunded on submission of performance guarantee (in Form 8 or 8A) as per the tender clause and executing the agreement (in Form 13) as per tender clause. The EMD of unsuccessful bidders other than L1 & L2 be refunded immediately after ranking of Bids. Earnest Money of L2 bidder shall be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.
- (ii) EMD will be refunded Suo-motto without any application from the Bidders.
- (iii) The EMD of successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Guarantee.
- (iv) Earnest Money Deposit will not carry any interest.

(b) The EMD may be forfeited if

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

17. Alternative Proposals by Bidders

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

18. Format and Signing of Bid

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

19. Amendment of Bidding Documents

- 19.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addendums.
- 19.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge the receipt of each addendum by cable to the Employer.

- 19.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, which will be notified.

D. SUBMISSION OF BIDS

20. Submission of Bids

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

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

The accompaniments to the tender documents as described under Clause **4.2** shall be Scanned and submitted On-Line along with Tender documents. **However, the originals/attested hard copies along with tender documents (except Price Bid), signed on bottom of each page in token of acceptance of Tender Conditions** and shall have to be forwarded subsequently so as to reach the office of Engineer In-charge (Tugs) within 7 days of opening of the tenders.

- 20.1 The envelopes shall be addressed to:

(a) Engineer In-charge (Tugs)
DEENDAYAL PORT AUTHORITY
Mechanical Division,
Room No. 3,
Ground Floor, Marine Bhawan,
Deendayal Port Authority,
New Kandla – 370210.
Kutchh-District
Gujarat-State.

- (b) bear the following identification:

Accompaniments for **“Comprehensive Annual Maintenance Contract for Channel Marking, Dumping and Mooring Buoys in the Kandla Channel along with Operation & Maintenance of Heave up Barge Bhimsen for a period of three years”**

Bid reference No. **CME/Tug/1734/BuoysBhimsen/2025**

Name and address of the bidder.

21. Deadline of Submission of the Bids

- 21.1 Bids must be received by the employer in On-Line System at websites <https://kpt.nprocure.com> not later than 15:00 Hrs on 10/12/2025.
- 21.2 At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document at <https://kpt.nprocure.com> websites will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the Bidder, the conditions mentioned in the Port's uploaded document on <https://kpt.nprocure.com> websites shall prevail.
- 21.3 The employer may extend the deadline for submission of bids by issuing an amendment on DPA website as well as on <https://kpt.nprocure.com> in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 21.4 In case of tender documents being downloaded from the web site, at the time of submission of (the hard copy of) the tender document, the tenderer shall give an undertaking that no change have been made in document. Any discrepancy is noticed at any stage between the port's tender document uploaded on <https://kpt.nprocure.com> and the one submitted by the tenderer, the conditions mentioned in the port's tender document uploaded on <https://kpt.nprocure.com> shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

22. Late Bids

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

23. Modification and Withdrawal of Bids

- 23.1 Bidders may modify or withdraw their bids before the deadline of submission of bid or extension if any.
- 23.2 No Bid can be modified after the last date for submission of Bids.
- 23.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity including extension, if any, may result in the forfeiture of the Bid security i.e. EMD.

E. BID OPENING AND EVALUATION

24. Bid Opening

- 24.1 On the due date and time, the employer will first open Technical bids of all bids received including modifications.
- 24.2 In the event of the specified date for Bid opening being declared a holiday by the employer, the Bids will be opened at the appointed time on the next working day at the same time.
- 24.3 If any Bid contains any deviation from the Bid documents and / or if the same does not contain Bid Security i.e. EMD & tender fees in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly.
- 24.4 The bids which are technically qualified, their financial bids will be opened. The date of opening of financial bid will be declared in the <https://kpt.nprocure.com> and www.dendayalport.gov.in as well as www.eprocure.gov.in.
- 24.5 The price bid i.e., BOQ will be opened only those bids qualify technically.

25. Clarification of Bids

- 25.1 To assist in the examination and comparison of Bids, the employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakup of unit rates. The request for clarification and the response shall be in writing, but no change in the price of substance of the Bid shall be sought, offered, or permitted.
- 25.2 No Bidder shall contact the employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.
- 25.3 Any effort by the Bidder to influence the employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

26. Examination of Bids and Determination of Responsiveness

- 26.1 Prior to detailed evaluation of Bids, the employer will determine whether each Bid
 - (a) Has been properly digitally signed,
 - (b) Meets the eligibility criteria defined
 - (c) Is accompanied by the required Bid security and tender fees;
 - (d) Is responsive to the requirements of the Bidding documents.
 - (e) GST number to be quoted invariably by the bidder.
- 26.2 A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents.
- 26.3 If a Technical Bid is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

27. Evaluation and Comparison of Bids

- 27.1 The employer will evaluate and compare only the Bids determined to be responsive.

- 27.2 In evaluating the Bids, the employer will determine for each Bid the evaluated Bid price by adjusting discounts, if any.
- 27.3 If in the opinion of Engineer In Charge, the rate quoted by the successful bidder is abnormally high/low compared to the estimated cost of the work, the employer may ask the bidder to produce detailed price analysis for all items of the bill of quantities.
- 27.4 Financial evaluation shall be made as per total amount of all the items quoted in BOQ . The bidder quoting lowest rate in total as above, will be considered as L-1 bidder, subject to fulfilling eligibility criteria.

F. AWARD OF CONTRACT

28. Award Criteria

The employer will award the work to the bidder whose bid has been evaluated to be techno – commercially responsive and the lowest evaluated amount bid subject to submission of agreement and performance security.

The employer, if so required, reserves the right to: **(Not Applicable)**

- a) Split the work and award the work in favour of more than one firm,
- b) Award the work separately as supply, execution, Operation & Maintenance/Operation/Maintenance as applicable.

29. Employer's Right to accept any bid and to reject any or all the bids

The Employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids without assigning any reasons at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders of the grounds for Employer's action.

30. Letter of Acceptance:

The Chief Mechanical Engineer will issue the Letter of Acceptance (Form No.7) intimating the successful bidder about the proposed pre-acceptance of tender.

31. Notification of Award and Signing of Agreement

- i) The Bidder whose Bid has been accepted will be notified for the award by the employer prior to expiration of the Bid validity period by confirmation in writing. In this letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") the contract amount, completion period of the work, etc. will be mentioned in line with the tender conditions.
- ii) The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of tender condition.
- iii) The Agreement will be submitted by successful Bidder within 14 days (National Bid) 28 days (Global Bid) of issue of the notification of award (Letter of Acceptance). The agreement will incorporate all correspondence between the

employer and the successful bidder.

32. Contract Agreement:

32.1 The agreement on stamp paper shall be furnished by the Contractor as per the following guidelines within 14 days (National Bid) 28 days (Global Bid) from the date of issue of Letter of Acceptance.

- (i) The successful Bidder will be required to execute an agreement at his expense on Three Hundred Rupees (Rs.300/-) Non-Judicial Stamp Paper in the proper departmental format (Form 13) for the due and proper fulfillment of the contract within 14 days (National Bid) 28 days (Global Bid) from the date of Letter of Acceptance.

32.2 Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with Chief Mechanical Engineer's letter/fax accepting the tender shall constitute a binding contract between the Board and the Contractor.

32.3. The contract period shall be reckoned from the date of issue of work order to commence the work. Party has to submit the followings after issue of LOA as:

- i) The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value (at present Rs.300/-)
- ii) The Agreement should be submitted in duplicate and the date of execution is to be kept blank.
- iii) Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name.
- iv) If the Contractor is a partnership firm, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.
- v) If the agreement is signed by a Partner/ a Director/ an authorized person of the firm, in such a case, a certified true copy of the power of attorney/ letter of authority given by the firm/ company to the signatory of the Contractor firm is to be submitted.
- vi) The entire agreement should be in typewritten form/ computer printed form.
- vii) Leaving blanks and insertion of some contents of the agreement with handwriting should be avoided.
- viii) All corrections/ additions made in the agreement are to be initialed.

33. Performance Security

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.

- i) Security deposit shall be 10% of the contract price, of which 5% of contract price should be submitted in Online Digital Transfer or FDR or Insurance Surety Bond 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 and 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 defect liability period.
- ii) Performance security shall be valid for 60 (sixty) days beyond the date of completion of all contractual obligations including defect liability period, for ensuring due performance of the contract.
- iii) Successful Bidder has to submit the Performance security @ 5% of Contract price 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.
- iv) The Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee/Insurance Surety Bond is required to be dispatched by the issuing bank/Insurance Company directly to The Employer by Registered AD Post.
- v) Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of bid security i.e., EMD.
- vi) The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- vii) 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 its branch at Gandhidham.
- viii) 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.
- ix) In case of submission of fraudulent documents with regard to Bank Guarantee against Performance Security by the Bidder shall be treated as major violation of the Tender procedure and in such cases, Blacklisting the contractor for the next three years.
- x) The balance Performance Guarantee cum Security Deposit will be released as per Clause no. 33 (i).
- xi) If applicable, "the documentary evidence (copy of paid Challan in Govt. Treasury) of welfare cess @1% of work done or as amended by statutory authority from time to

time, paid on final bill shall be submitted before releasing the performance guarantee”.

34. Issue of Work Order

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

35. Time Schedule

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

36. Corrupt or Fraudulent Practices

36.1 The employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the employer:

- (a) Defines the following for the purpose of these provisions:
 - (i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition.
- (b) will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.

37. Integrity Pact

The bidder has to execute Integrity pact agreement with Deendayal Port Authority (As per agreement enclosed). Shri Amiya Kumar Mohapatra, IFoS (Retd.) and Dr. Gopal Dhawan, Ex-CMD, MECL have been appointed as Independent External Monitor Integrity Pact, whose address is as under:

(1) Shri Amiya Kumar Mohapatra, IFoS (Retd.)
Qrs. No. 5/9, Unit-9, Bhoi Nagar,
Bhubaneswar-751022.

Area,

Mobile No. 9437002530
email: amiyaifs@gmail.com

(2) Dr. Gopal Dhawan, Ex-CMD, MECL,
House No. 120, Jal Shakti Vihar
(NHPC Society) P4, Builders

Greater Noida Gautam Budh Nagar,
Uttar Pradesh- 201315.
Mobile No. 8007771467
email: gdhawangeologist@gmail.com

The bidder (witnesses sign also to be arranged by bidder) has to sign and seal and uploads the scanned copy of Integrity Pact form (as per agree form enclosed) at the time of submission of bid along with the Tender Fees and EMD, failing which the bid shall be considered non responsive. Original hard copy of the same along with the tender documents shall have to forwarded subsequently so as to reach Engineer In-charge (Tugs), within 7 days of opening of the tender failing which tender shall be considered irrelevant.

**Signature & Seal
Of Contractor**

Engineer In-charge (Tugs)

Deendayal Port Authority

SECTION – II

GENERAL CONDITIONS OF CONTRACT(GCC)

GENERAL CONDITIONS

1. Definitions

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

- a. **“Employer”** means Board of Authorities of Deendayal Port, a body corporate under the Major Port Authorities Act.2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.
- b. **“Contractor”** means the person or persons, firm, corporation or company whose tender has been accepted by the employer and includes the Contractor’s servants, agents and workers, personal representatives, successors and permitted assigns.
- c. **“Contract”** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Intent, Contract Agreement and the work order.
- d. **“Contract Price”** means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes, except GST, and duties to be paid to state or central Government.
- e. **“Specifications”** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the employer.
- f. **“Chief Mechanical Engineer”** shall mean the Chief Mechanical Engineer of DEENDAYAL PORT AUTHORITY.
- g. **“Work” or “Works”** shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the contractor under the contract.
- h. The **“Site”** shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.
- i. The **“Schedule”** shall mean the schedule or Schedules attached to the specifications.
- j. The **“Drawings”** shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the contractor with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and all other drawings supplied

or furnished by the contractors or by the Chief Mechanical Engineer in accordance with these contract conditions.

- k. “Trials” and “Tests”** shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the ‘employer’.
- l. “Approved” or “Approval”** shall mean approval in writing.
- m. “Engineer-in-charge/Nodal officer”** shall mean any officer/Engineer authorized by Chief Mechanical Engineer for purpose of this contract.
- n. “Day”** re calendar days, **“months”** are calendar months
- o. “Equipment”** is the contractor’s machinery and vehicles brought temporarily to the site to construct the works.
- p. “Material”** are all supplies, including consumables, used by the contractor for incorporation in the works.
- q. “Plant”** is any integral part of the works which is to have mechanical, Mechanical, electronic or chemical or biological function.

2. Use of Contract Document:

The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

3. Change Orders:

At any time during the execution of the contract, by a written notice to the Contractor, changes may be made in the general scope of contract. The Engineer In-charge (EIC), with due approval of competent authority, may make any changes in the quality and/or quantity of the work or any part thereof that may, in his opinion, be necessary and for that purpose the Engineer In-charge shall have the power to order the Contractor to do and the Contractor shall do any of the following:

- a. Increase or decrease or split the quantity of work included in the contract,
- b. Omit any such work,
- c. Change the character, quality or kind of any such work,
- d. Change the dimensions of any such work,
- e. Change in Location
- f. Execute additional work of any kind necessary for completion of the work under the contract, and no such change shall in any way vitiate or invalidate the contract but the cost, if any, arising out of all such changes shall be taken into account in ascertaining the total amount of the contract price. Where the rate is available in the contract and the same is applicable to the additional work, in the opinion of the EIC, the cost of the additional work shall be determined as per this available rate. But, if the rate for additional work is not available in the contract, the same shall be determined by the EIC taking into account the market rate and labour cost at the site for similar works and shall be final.

- g. Deviations from the specifications as contained in the tender agreement including the make / model, shall not be accepted. In case of any such deviation, payment shall not be made for that part of the work / item, even if it is meeting the functional requirements and has been accepted by the purchaser. The payment for such portion of the work / item can only be released if the contractor makes good the deviations before the expiry of the warranty period so as to meet the specifications of the tender agreement in all respects.

4. Resolution of Dispute

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

- b) **Jurisdiction of Courts:**

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

5. Force Majeure:

- 5.1 In the event that the Contractor is delayed in performing its obligations in the contract, and such delay is caused by force majeure including war, civil resurrection, strikes (other than the strike solely by the Contractor's men), fire, flood, epidemics, earthquakes, extremely adverse climatic conditions, such delay may be excused and the period of such delay may be added to the time of performance of the obligations without any addition to the contract price.
- 5.2 If a force majeure situation arises, the Contractor shall promptly notify the Board in writing of such condition and the cause thereof, **but not later than 7 days from its occurrence**. Unless otherwise directed by the Board in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable. The Contractor shall demonstrate to the Board's satisfaction that it has used its best endeavor to avoid or overcome such causes of delay and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay without having any right to any claim on account of such force majeure.
- 5.3 In any other situation, which is beyond the reasonable control of the Contractor in the opinion of the Engineer In-charge, and where the Contractor has promptly notified the Board in writing about such a situation, it may be considered as "Force Majeure" situation.

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

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

7. **Payment Terms: (Modified as per Clause No.4 under Special Conditions, Section-III)**

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

I) In respect of tender for supply and installation (Changes to be made as per nature of the Work)

- i. 70% of above item rate against receipt of material at site in good condition after obtaining insurance cover as per tender condition (if TPI appointed then after inspection & certification of the same by Third Party Inspection Agency).
- ii. 20% of item rate after completion of erection, installation, testing and commissioning, etc. (if TPI appointed then after inspection & certification of the same by Third Party Inspection Agency) and 90% of item rate for item covers only supply/laying/fixing (if any).
- iii. 10% will be released after successful completion of whole work (if TPI appointed then after inspection & certification of the same by Third Party Inspection Agency).

II) In respect of lump sum work (Changes to be made as per nature of the Work)

- i) 95% payment after deducting 5% as retention money towards performance security

NOTE:

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

Bank Payment Agreement Form

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

Declaration by the party

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

Signature of the party with the seal

Declaration by the bank

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

Signature of the bank manager with the seal.

8. Insurance: (Modified as per Clause No. 5 under Special Conditions, Section-III)

- 8.1 The contract shall provide in the joint names of the employer and the contractor, insurance cover from the start date to the end of guarantee period for the following events which are due to the contractor risk:
 - a) loss of or damage to the works, plan and materials
 - b) loss of or damage to equipment
 - c) loss of or damage of property (except the works, plant, materials and equipment) in connection with contract, and
 - d) personal injury or death
- 8.2 Policies and certificates for insurance shall be delivered by the contractor to the engineer in charge or his nominee before the commencement of work. All such insurances shall provide for compensation to be payable to the types and proportions of currencies required to be rectify the loss or damage incurred.
- 8.3 Alterations to the terms of insurance shall not be made without the approval of the engineer in charge or his nominee,
- 8.4 All the materials shall stand insured from the time of arrival at site till commencement of erection against fire, pilferage, damage and against natural calamities for the value of 90% of each item.
- 8.5 During erection and till the work is completed and satisfactory taken over by the D.P.T after testing the materials shall stand covered by suitable erection insurance also for the value of 110% of the item. The charges for the insurance shall be borne by the Contractor.

9. Time Extensions:

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

- i) Changes ordered by Deendayal Port Authority.
- ii) In case work is delayed on DPA's Account, i.e. due to delay in approval of drawings, non-availability of site clearance or any other reason, DPA will consider time extension of merit. However, no compensation will be paid to the Contractor if work is delayed on DPA's account. The Contractor shall submit the request for extension, within 30 days of occurrence of such delay, clearly indicating the justification for such extension.
- iii) Force Majeure.
- iv) All the incidents of delay should be entered in the hindrance register which will be base for granting any extension.

10. Time is the essence of the contract:

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

11. Liquidated Damages: (Modified as per Clause No. 6 under Special Conditions, Section-III)

- 11.1 In case of delay in completing the contract, liquidated damages (LD) may be levied at the rate ½% of the contract value per week of delay or part thereof subject to a maximum of 10% of the contract price.
- 11.2 The employer, if satisfied that the works can be completed by the contractor within a reasonable time after the specified time for completion may allow further extension of time at its discretion with or without the levy of LD. In the event of extension of time at its discretion with LD the employer will be entitled without prejudice to any other right or remedy available in that behalf percent (½%) of the contract value of the works for each week or part of the week subject to the ceiling 10% of contract value.
- 11.3 The employer, if not satisfied that the works can be completed by the contract, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid shall be entitled without prejudice to any other right or remedy available in that behalf to rescind the contract.
- 11.4 The employer, if not satisfied with the progress of the contract and in the event of failure of the contract to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

- 11.5 In the event of such termination of the contract as described in clauses (11.3) or (11.4) or both, the employer shall be entitled to recover LD up to ten percent (10%) of the contract value and forfeit the security deposit made by the contract besides getting the work completed by other means at the risk and cost of the contractor.
- 11.6 In case part/portion of the work can be commissioned and port operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.

12. Variations:

12.1 Variation in Conditions of Contract:

In case of any variation in Instructions to Bidders (ITB), General Conditions of Contract (GCC) and the Special Conditions of Contract – if any, special conditions of contract shall prevail. But in case of any requirement/condition specified in the Scope of Work, it shall prevail over all other conditions.

12.2 Variation in Quantities of Schedule – B:

The overall variations shall be $\pm 30\%$ in quantity for which the rate quoted by the bidder and accepted by the employer shall be applicable.

13. Acceptance:

Upon completion of work under this contract, the Board may accept the works and/or services after installation, if defects or shortcomings are not considered essential and, the Contractor agrees to make good the deficiencies in confirmation with this contract. No work shall be accepted before the Contractor clears the site of scraps, unused materials, work shed, equipment and all such materials which were used for execution of the work and not required any more at the work site. Also, the Contractor has to submit all the documents and final “as built” drawings as per the contract agreement without which no work shall be treated as complete.

Completion Certificate shall be issued by the employer after satisfactory completion of work as per tender and after taking trial.

14. Guarantee:

- 14.1 The warranty period shall be valid up to six/twelve months (6 months for repairs and 12 months for new works including supplied items) with effect from the date of acceptance of the work and/or services, unless otherwise specified in the scope of work/Special Conditions of Contract (SCC). **(Modified as per Clause No. 7 under Special Conditions, Section-III)**

- 14.2 The Contractor shall warrant the Board that the goods and services under this contract will comply strictly with the contract, shall be first class in every particular case and, shall be free from defects. The Contractor shall further warrant the Board that all materials, equipment and the supplies furnished by him will be new and fit for their intended purposes.
- 14.3 The Board shall promptly notify the Contractor in writing of any claim arising under this Warranty. Upon receipt of such notice, the Contractor shall promptly repair or replace the defective goods and/or services at no cost to the Board.
- 14.4 If the Contractor, having been notified, fails to rectify the defects in accordance with the contract, the Board may proceed to take such remedial action as may be necessary, at the Contractor's risk and cost.

15 Taxes:

GST Clause:

The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately, which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods & Service Tax, 2017. All other duties, taxes, cesses applicable if any, shall be borne by the contractor.

Deduction of Income-Tax:

Income-Tax deductions and surcharge as applicable thereon shall be made good while making payments due to the contractor for carrying out the work and only net amount shall be paid as directed by the Central Board of Direct Taxes, Ministry of Finance, Government of India.

Tax: The rates quoted by the contractor shall be deemed to be inclusive of the taxes, duties etc. which the contractor will have to pay for the performance of this contract, except GST. The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.

Goods & Service Tax(GST): TDS on GST under Income Tax Act is required to be deducted @ 2% (1% as CGST and 1% as SGST or 2% as IGST) or as admissible from payment to the contractor.

“Contractor/Service Provider/ Supplier etc. has to insure timely and proper filling of GSTR 1 so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPA is not allowed input tax credit due to failure on part of the contractor/service provider/supplier etc., it will be a financial loss to the DPA and therefore same shall be recovered from the payment/deposit of the contractor/service provider/supplier.”

16. Deduction:

- 16.1 Deduction of taxes/income tax at source shall be made from the any bill of the Contractor in accordance with the prevailing rules of Govt.

- 16.2 While performing under the contract, the damages caused by the Contractor or his workers to any of the Port Authority property shall be promptly made good by the Contractor at his own cost. In case the Contractor fails to repair/replace the damage, DEENDAYAL PORT AUTHORITY shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the bills of the Contractor or any money due to the Contractor from this contract or any other contract or any other transaction. In determination of the damage, the opinion of the Engineer-In-charge (EIC) shall be conclusive.
- 16.3 Any dues arising out of failure on the part of the Contractor to carry out any obligation under the contract shall be deducted from the bills of the Contractor or from any money due to the Contractor from this contract or any other contract.
- 17. Subcontracts:**
The Contractor shall not be allowed to engage any sub-contract for all or any part of this contract.
- 18. Idle Charges:**
All efforts shall be made for timely supply of materials and/or equipment where it is included in the scope of Deendayal Port. However, the Contractor shall not be entitled to any idle charges for delay in supply of materials and/or equipment by the Port Authority. Further, in case of any delay due to stoppage of work ordered by the Port Authority to avoid interruption in other important activities of Port Authority or any other reason, the Contractor shall not claim any idle charges.
- 19. Personal Protective Equipment: (PPE)**
The Contractor shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE such as helmets, nose masks, hand gloves etc. by his staff at site.
- 20. Conduct:**
The Contractor, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the enactment of the works.
- 21. Accident:**
The Contractor shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the Engineer-In-Charge giving all the details in writing. He shall also provide additional information about the accident as requested by the EIC.

22. Watch and ward:

During the execution of the contract, it shall be the responsibility of the Contractor to arrange watch and ward of the work including the raw materials, machine/equipment/system used for the work at his own cost till the date of acceptance of the work by Deendayal Port Authority.

23. Termination:

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

- (i) if the Contractor fails to execute the work within the period as specified in the contract or any extension granted by the Board;
- (ii) if the Contractor fails to perform any other obligation under the contract and if the contractor does not cure the same after receipt of a notice of default, the nature of default as well as the time within which the default has to be cured by the Contractor.

23.2 In the event of Board's termination of the contract in whole or in part, the Board may execute the remaining work or procure goods similar to those undelivered by the Contractor and the Contractor shall remain liable to the Board for any excess cost for such works or goods and risks, if any.

23.3 The Board will pay the Contractor, for all the items that are completed and ready for delivery, within 30 days after termination. The payment shall be made only after all the afore-mentioned goods are supplied to and accepted by Deendayal Port Authority. The amount so decided by the Engineer-in-Charge in this regard shall be final and binding.

23.4 In case of termination of contract for default by the Contractor, the Board may not permit the Contractor to participate in any of the future tender of Deendayal Port Authority for a period decided by DPA.

23.5 The employer may terminate the contract if Contractor causes a fundamental breach of the contract.

Fundamental breaches of contract include, but shall not be limited to the following:

- a) The contractor stops work for 28 days and the stoppage has not been authorized by the Engineer-in-Charge or his nominee.
- b) The contractor becomes bankrupt.
- c) The contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the contract data and
- d) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
- e) For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action or public

officials in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition".

- f) If the contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
- g) Any material lying at site will not be removed without the prior written permission of Engineer in Charge.

24. Arbitration Clause:

- (I) The arbitration may be referred to a Conciliation Committee / Council comprising of independent subject expert in order to ensure speedy disposal of the case.
- (II) The award of Conciliation Committee/ Council if agreed by both the sides may then be placed for consideration of the Board of Trustee of the Port subject to the delegation of power.
- (III) Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.
- (IV) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference.

The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.

- (V) It is also a term of this contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- (VI) It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to

arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.

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

25. Indemnification:

The Contractor shall indemnify, protect and defend at its own cost, DEENDAYAL PORT AUTHORITY and its agents & employees from & against any/all actions, claims, losses or damages arising out of

- a. any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties;
- b. Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.

26. Engineer-in-Charge or his nominee's Decisions

Except where otherwise specifically stated, the Engineer-in-Charge or his nominee will decide contractual matters between the employer and the Contractor in the role representing the employer.

27. Delegation

The Engineer-in-Charge or his nominee may delegate any of the duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

28. Communications

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act 1872).

29. Personnel:

- 29.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer-in-Charge. The Engineer-in-Charge will approve any proposed replacement of Key personnel only if their qualifications, abilities, and relevant experience are substantially equal or better than those of the personnel listed in the Schedule.
- 29.2 If the Engineer-in-Charge asks the Contractor to remove a person who is a member of the Contractor's staff of his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connections with the work in the Contract.

30. Employer's Obligation (superseded as per clause no.17 of section-III)

- (i) Electricity, water and land for execution of the work at site shall be provided on payment of applicable tariff of the employer subject to availability. If DPA is unable to provide electricity and water the same will be arranged by the contractor at his own cost.
- (ii) The employer will not provide Port Authority Quarters, during the tenure of contract.
- (iii) Administrative support only, for obtaining clearance from any statutory authority, shall be provided by the employer.
- (iv) On successful completion of all the obligations under the contract and on the request of the Contractor, the employer shall issue a "Completion Certificate with the approval of the Chief Mechanical Engineer, the employer.

31. Queries about the Technical Data

The Engineer-in-Charge or his nominee will clarify queries on the Technical Data.

32. Approval by the Engineer-in-Charge or his nominee:

The Contractor shall submit the makes of material, equipment's, specifications and drawings for proposed Work to the Engineer-in-Charge or his nominee, who is to approve them subject to compliance with the Technical specifications and drawings.

The Engineer-in-Charge or his nominee's approval shall not alter the Contractor's responsibility for the work.

All drawings prepared by the contractor for the work if any, are subject to prior approval by the Engineer in Charge or his nominee before procurement/execution.

33. Discoveries:

Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The contractor is to notify the employer or his nominee of such discoveries and carry out the instructions of employer or his nominee for dealing with them.

34. Access to the site

The contractor shall allow the Engineer in charge or his nominee and any person authorized by him access to the site to any place where work in connection with the contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the work.

35. Instructions

The contractor shall carry out all instructions of the engineer or his nominee which comply with applicable laws where the site is located.

36. Safety

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

37. Identification of Defects:

The Engineer-in-Charge or his nominee shall check the work carried out by Contractor and notify the Defects found if any. The Engineer-in-Charge or his nominee may instruct the Contractor to rectify the Defect.

38. Correction of Defects

38.1 The Engineer-in-Charge or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period (Guarantee Period), which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

38.2 Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the Engineer-in-Charge or his nominee's notice.

39. Uncorrected Defects

If the Contractor has not corrected a Defect within the time specified, the Engineer-in-Charge or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

40. Employer's right of Rejection:

The employer shall reserve the right to reject a part portion or consignment thereof within a reasonable time after actual delivery thereof at the place of destination, if consignment is not in all respects in conformity with terms & conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise whatsoever.

41. Removal of Rejected goods:

Rejected goods shall under all circumstances lay at the risk of the contractor from the moment of rejection and if such goods are not removed by the contractor within 21 days from the date of intimation from the Engineer-in-Charge. Engineer-in-Charge may either return to the contractor at the risk and cost of the contractor by such mode of transport as the Engineer-in-Charge may select or dispose of such material at the contractor's risk on his account and retain such portion of the sale proceeds as may be necessary to recover any expenses incurred in such disposals.

42. Use of Contract Document:

The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

43. Memorandum of Settlement:

The Contractor shall not sign any memorandum of settlement with any agency such as Trade Unions etc. in any form at any level without the prior written permission of the employer in relation to any work under taken by him in the Port premises.

44. Deviations:

The bidder must read the tender document carefully and prepare the bid for submission. It is important to note that deviations, if any, must be brought out clearly in the technical offer, which shall be examined by DEENDAYAL PORT AUTHORITY. If the deviation statement submitted by the bidder does not contain any item, then it shall be construed that the bidder has accepted the same and no request from the Contractor, for any change, shall be accepted by DPA at a later stage. In any case, no change in specifications given in the tender agreement shall be permitted.

However, only in unavoidable circumstances, Deendayal Port Authority may consider such requests from the Contractor, provided the Contractor submits it's request with adequate justification.

45. Approvals:

The Engineer-in-Charge shall give specific approval in writing within 7 Days to Contractor after written submission regarding Makes of Material to be used for the Contract and Drawings, if any to be furnished by the Contractor to Engineer-in-Charge for approval. Any corrections to be suggested by Engineer-in-Charge in drawings, the days taken for rectification in drawings shall be in account of the Contractor.

46. Third Party Inspection: (Modified as per Clause No. 8 under Special Conditions, Section-III)

- i. The Third Party Inspection Agency shall be arranged by DPA and cost of Third Party Inspection mentioned below shall be borne by DPA.
- ii. The Third Party Inspection Agency will carry out approval of drawings if any, material inspection at manufacturer's works/site, dispatch clearance from manufacturer's work, certification for releasing stage payments as per payment terms of contract for all the material as per schedule/work till taken over by DPA.
- iii. The Third Party shall carry out inspection of work as per tender specification/relevant standard.
- iv. The above stage payment shall be released after certifying by the third party and copy of the same shall be produced by Contractor for releasing the stage payment as per **Payment Terms**.

47. Bar Chart: (Modified as per Clause No. 9 under Special Conditions, Section-III)

The Contractor shall submit a bar chart, before signing the agreement, clearly indicating the plan for timely execution of the work. The bar chart must indicate the individual activities and commencement and completion dates of each activity. The bar chart shall be used for monitoring the progress of the work.

48. Engagement of Labour:

The contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

49. Police verification of contract labour:

The Contractor who has been awarded the job through Work Order shall furnish necessary Police Clearance Certificate in respect of character and antecedents of all Contract Laborers engaged by them, before commencing the work at site.

This will be a part of Contractual Agreement, as entire Cargo Jetty, Oil Jetty area has been declared as **"Prohibited Area"**. Contractor who would be awarded contract is required to comply with the above requirements.

Contractor shall obtain such Police Clearance Certificate from Police available against a nominal fee per Certificate and they will submit this Certificate giving Work Order

reference on it, to the Office of the Engineer In Charge of respective Divisions, to be forwarded to Commandant, CISF which our Security Department along with request for issuance of Entry Passes.

The Contractor shall, if required by the Engineer-in-Charge, deliver to the Engineer-in-Charge a return in detail, in such form and at such intervals as the Engineer-in-Charge may prescribe, showing the staff and numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer-in-Charge may require.

a) Submission of Labour Reports by Every Fortnight:

The contractor shall submit, by the 4th and 19th of every month, to the Engineer-in-Charge a true statement showing, in respect of the second half of the preceding month and the first half of the current month respectively.

1. The number of laborers employed by him on the work.
2. Their working hours.
3. The wages paid to them.
4. The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
5. The number of female workers who have been allowed Maternity Benefit, according to clause 19 F and the amount paid to them, failing which, the Contractor shall be liable to pay to Government a sum not exceeding Rs. 200/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

b) No Labour Below 14 Years:

No labour below the age of 14 (fourteen) years shall be employed on the work.

50. Registers to be maintained at site:

1. Site order Book:

A site order book is to be maintained by the contractor at the site. The work orders and instructions written in the site order book shall be deemed to have been legally issued to the contractor shall sign each entry in the site order book as a token of his having seen the same. The site order book shall be property of the Board and shall be handed over to the Engineer-in-charge of the work in good condition on the completion of the work or whenever required by the Engineer-in-charge or his authorized representative.

2. Hindrance Register

Every type of hindrance arising during the execution of work should be invariably recorded in the hindrance register. The Hindrance Register is to be maintained by

the Engineer In Charge at the site. The contractor shall sign each entry in the hindrance Register as a token of his having seen the same. The Hindrance Register shall be property of the Board.

51. No damage, hindrance or interference to the Port activities:

The contractor shall be required to execute the work in such a manner as not to cause any damage, hindrance or interference to the Port activities and the work going on in the area. The contractor shall have to make good the loss at his own cost and risk all damages caused by his workmen to Port property and no extra payment shall be made to him on that account.

52. Tools & Tackles:

All the tools, tackles, bricks, cement, ladders etc. for executing the work will have to be arranged by the contractor at his own cost. Arrangement for storing the materials, tools etc. will also have to be made by him. The EMPLOYER shall not be responsible for any theft/loss of any materials, tools, etc. stored/brought by the contractor for execution of work within the Port area.

53. Hot work:

In case of carrying out any hot work such as gas cutting and welding necessary regulations, prevailing at DEENDAYAL PORT AUTHORITY for such works shall be observed by the tenderer and necessary fire watch permit and No Objection Certificate shall be obtained from the concerned authorities of the port and necessary charges at the scale of rate prevailing in the port at that time shall be paid by the contractor.

54. Indian Dock Safety Regulations:

Necessary Indian Dock Safety Regulations for the safety purpose shall be adhered to by the contractor and he will be held responsible for any violation of the same.

55. Valid Electrical Contractor License and Electrical Supervisor Certificate: (For Electrical Work Only) (Modified as per Clause No. 10 under Special Conditions, Section-III)

The contractor shall have valid electrical contractor's licence for carrying out electrical work of nature involved in this tender obtained from the Commissioner of Electricity, Energy & Petrochemical Department, (Inspection wing), Block No.18, 6th floor, Sector No.II, Udyog Bhavan, Gandhinagar, Government of Gujarat without which the tender shall not be accepted. Contractor shall submit certificate and copy of the licence in lieu of the same for consideration.

The contractor shall engage a person having valid Electrical Supervisor's certificate of competency, issued from the Commissioner of Electricity, Energy & Petrochemical Department, (Inspection wing), Block No.18, 6th floor, Sector No.II, Udyog Bhavan,

Gandhinagar, Government of Gujarat or equivalent authority from the other states/central Govt., under whose supervision electrical work will be carried out.

56. Action where no Specifications are specified:

The work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in- Charge.

57. Undertaking by the Contractor:

Having understood all the terms and conditions of the tender document and having assessed the site conditions, we hereby confirm that the price offered by us is a firm price and includes all the taxes (excluding GST), duties, fees, Cess etc. and all incidental charges.

58. Labour License:

The contractor will have to obtain License from Assistant Labour Commissioner (ALC), Gopalpuri, Gandhidham (Kutch), in case he has to engage 10 or more workers on any day during execution of work.

59. Fraudulent documentation by bidders:

Submission of fraudulent documents shall be treated as major violation of the tender procedure and in such cases the Port shall resort to forfeiture of SD/BG of the bidder, apart from blacklisting the firm for the next 3 years.

**Signature & Seal
of Contractor**

**Engineer-In-charge (Tugs)
Deendayal Port Authority**

SECTION –III**SPECIAL CONDITIONS OF CONTRACT(SCC)**

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

1. General:

- 1.01 Party shall arrange all consumables, tools and tackles, equipment's & machines, transportation, materials and manpower required for successful execution of the work at his own cost.
- 1.02 Port Entry permit for the manpower, vehicles and materials shall be arranged by the contractor.
- 1.03 The Contractor will follow all labour laws, Marine safe working practice as per Govt. rules and guidelines.
- 1.04 The contractor shall not deposit any material at such a place that may cause inconvenience to the public or staff or nearby offices for proper functioning of DPA work/operation.
- 1.05 All the rules and regulations governing DPA will be applicable.
- 1.06 FORCE MAJEURE: This shall be restricted to acts of GOD only.
- 1.07 After completion of the work the contractor is required to clear the work sites on Dry-dock, SNA jetty and other working areas. Old steel scraps generated on account of the execution of all the work shall be the property of the DPA.
- 1.08 The contractor shall ensure not to cause any damage to the port properties during execution of work. If any damage occurs due to poor workmanship or handling of the contractor or their manpower, the contractor has to make good the loss/damage at his own cost.
- 1.09 The work shall be carried out in accordance with the best standard of workmanship and to the entire satisfaction of DPA.
- 1.10 No advance will be given for the repair work; the contractor has to plan his schedule of work in such a manner that no work should be held up on account of procurement of materials, labours etc. required for successful execution of work.
- 1.11 No materials/spares unless otherwise specified in the schedule 'B' and in Technical Conditions/specifications required for the work shall be supplied by the Port and the contractor has to make his own arrangements to procure all the materials unless otherwise specified.
- 1.12 The Port will not provide any workshop facilities, tools & tackles labours, supervisory staff, etc. to the contractor by way of any assistance.
- 1.13 Extension of completion period shall be granted without levy of L.D. on merit basis of the following reasons not attributable to the contractor:

- (a) Due to sinking operations of dry dock extension without L.D. 01(One) day at each occasion.
 - (b) The work of welding, sandblasting and painting etc. cannot be carried out in a humid atmosphere or drizzling atmosphere, the orders recorded by Engineer-in-Charge or his representative shall be considered for granting extension.
 - (c) Bad weather, natural calamity & Act of GOD.
- 1.14 During execution of work, a qualified Engineer/Supervisor shall remain present for proper supervision/execution of work and for giving guidance to the workers and also for taking corrective measures to improve the quality of work to complete the work as directed by the Engineer-in-Charge at site.
- 1.15 Staging, scaffolding required for the work to be carried out on the platform of the dry dock has to be arranged by contractor at his own cost. Cleaning of working area at DD during the entire execution.
- 1.16 The successful bidder shall commence the contract within 10 days from the date of issue of work order.
- 1.17 The Agreement shall be valid for a period of THREE years from the date of commencement of the contract. DPA may at its discretion extend the period of the agreement with mutual consent for any period up to one year and at the same rate, terms and conditions.
- 1.18 Any loss or damage to Buoys/Barge Bhimsen and its associated accessories /equipment due to negligence of the contractor, shall be supplied and made good by the contractor at his own cost or DPA will deduct the actual expense from the contractor's bill or security deposit etc.
- 1.19 In case of buoy damaged by Vessel, cost of accessories like chain assembly, sinker, D-Shackle, Swivel, Lantern, O ring, etc. deployed by contractor shall be reimbursed on basis of supporting documents after receipt of payment to DPA by insurance agency/vessel owner.
2. The Clause No. 4.2 (j) of Instructions to Bidders (ITB), Section-I is not applicable.
3. The clause No. 6 of Instruction to Bidders (ITB), Section-I is not applicable.
4. Payment Terms:
- (The Clause No. 7 of Section-II is replaced as under)
- All payments shall be made in Indian rupees unless specifically mentioned.

- 4.01 DPA shall pay to the Contractor the lump sum charges on monthly basis for the serial No. 1,2 & 3 of Schedule-B, as quoted in Schedule-B. The rates quoted will be firm and not subject to any form of escalation.
- 4.02 For serial No. 4,5 & 6 of Schedule-B, the payment shall be made on the basis of actual work carried out in the preceding month.
- 4.03 The currencies in which payments shall be made to the Contractor under this Contract shall be Indian Rupees only.
- 4.04 The contractor shall note that no interest be payable by the Employer for any Delayed Payments.
- 4.05 If applicable, "the payment from 2nd bill to pre-final bill, shall be released, subject to the condition that the documentary evidence (copy of paid Challan in Govt. Treasury) of welfare cess @1% of work done or as amended by statutory authority from time to time, paid to concerned authority is submitted for the previous bill".

NOTE:

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

Bank Payment Agreement Form

- g. Name of Party
- h. Account No.
- i. Branch Name
- j. Branch Station
- k. IFSC code of the bank
- l. MICR code
- g. Accepted for :-NEFT payment or RTGS payment

Declaration by the party

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

Signature of the party with the seal

Declaration by the bank

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

Signature of the bank manager with the seal.

5. Insurance:

(The Clause No. 8 of Section-II is replaced as under)

- 5.01 All manpower to be posted at Kandla shall be insured under the Workmen Compensation Act.
- 5.02 It will be entirely the contractor's responsibility to take required steps to adequately safeguard the personnel and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured. The contractor shall follow all precautions as required for safety of workman by ILO regulations, etc.
- 5.03 No claim/compensation of whatsoever nature shall be entertained by the DPA for any loss of property or injury or loss of life during the occurrence of any accident to the contractor's maintenance staff/officials. Contractor is required to get insurance for his staff and property at own cost.

6. Penalty Clause: (The Clause No. 11 of Section-II is replaced as under)
(The liquidated damage clause has been replaced with penalty clause)

- 6.01 The Contractor shall ensure that barge Bhimsen is always ready for operation on demand. Barge Bhimsen shall be allowed downtime as mentioned under clause No. 3.07 & 3.09 of Scope of Work for the planned/ preventive, major, dry dock maintenance. The barge should be available at a minimum 100% of total hour per month, deducting the period of maintenance as mentioned under clause 3.07 & 3.09 of Scope of Work.

- 6.02 Availability calculation shall compute as under:

Let (A) = Number of Barge hours in a month.

B= Number of hours the Barge is available under planned/routine maintenance.

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

D= Net availability of Barge.

E= Availability maintained or not, shortfall if any.

F= Penalty @ Rs: 1000/- per hour for the Barge.

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

Penalty calculation for unavailability of Barge Bhimsen on monthly basis:

Period* (Monthly)	Total hour in month	Allowed** Planned /preventive, major, dry dock	Actual Hour In a month (A-B)	Availabili ty of Barge in hours	Short fall hours if any i.e. (C- D)	Penalty shall be Rs. 1000/- per hr. E*1000
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		Maintenanc e for Barge				
	A	B	C	D	E	F

6.03 SHORTFALL OF STAFF:

In the event the Contractor fails to employ at any time during the currency of the Agreement, the maintenance/operation/watch keeping/base staff confirming to the minimum scale indicated under clause No. 10 of Scope of Work, DPA shall deduct a sum of Rs. 1,000/- plus applicable GST, per day or part thereof for short deployment of each maintenance/operation/watch keeping/base staff except site supervisor for which a sum of Rs. 3,000/- plus applicable GST, per day or part thereof shall be deducted. Such deductions may be claimed by DPA in addition to any damages or claims that DPA may have against the Contractor. In case of prolonged short deployment, DPA reserves the right to deploy the personnel from other workshops and deduct the entire cost from the contractor's bill. The decision of DPA in this respect is final and binding on the Contractor.

6.04 Contractor has to carry out replacement of buoys and its accessories within the stipulated time period as mentioned under clause No. 2.08 & 2.09 of Scope of Work. Any delay/failure on part of contractor shall attract penalty for reduction of payment on a daily basis after the stipulated time till the defects are rectified by the contractor. The amount so deductible per day will be equal to the rate per day quoted by the contractor under Serial No. 1 & 2 of the Schedule-B in the tender on a pro-rata basis.

6.05 DELAY IN PROCUREMENT OF SPARES:

In case the contractor fails to procure the material (OEM items) within the time limit mentioned in the offer of the supplier as per clause no. 4.2 of Scope of Work, penalty at ½% of the "Supply Order Value" per week and part thereof will be recovered till procurement of the same limited to maximum of 10% of the "Supply Order Value".

6.06 Penalty shall be imposed for any reason of delay attributable to the contractor. However, for reasons of delay attributable to DPA no penalty shall be imposed but reduced rate of payment shall be applicable as per the tender conditions.

6.07 Shortfall of Store Items:-In case, the contractor fails to maintain requisite quantity of store items as mention under clause 15 Annexure-B (a, b, c, d) of Section-V penalty at

the rate of Rs. 200/- per item per day part thereof will be recovered from the payment of contractor R.A Bill the materials are deposited by the contractor.

- 6.08 Non-submission of reports/registers/files: - The contractor is required to submit monthly/quarterly/half yearly reports and registers/files as per clause No 3.15, 3.16 of section- V & 50 of Section-I. If the contractor fails to submit the same within the stipulate time as per tender condition, a penalty of Rs. 200.00 for each reports/registers/files per day and part thereof will be levied.
7. Guarantee: (Clause No.14.1 of GCC, Section-II is replaced as under)
All repair works including major works on barge Bhimsen and Buoys including equipment fitted on board shall be guaranteed for six months from the date of test and trial. However, painting works shall be guaranteed as below:
I. Below water level- 2 Years.
II. Above water level-1 Year.
8. Third Party Inspection:
(The Clause No. 46 of Section-II is replaced as under)
DPA shall appoint the TPIA for monitoring the AMC work, if any observations/queries are made by Third Party Inspection Agency; the same shall be complied by Contractor before the next scheduled visit. The TPIA will check and certify the same. Payment for subsequent months may withhold if any quarries raised by TPIA are not complied by AMC Contractor (under the scope of AMC works). The charges incurred for Third Party Inspection Agency will be borne by DPA.
9. The clause No. 47 of General Conditions of Contract(GCC), Section-II is not applicable.
10. The clause No. 55 of General Conditions of Contract(GCC), Section-II is not applicable.
11. The bidder shall execute Integrity Pact placed at Section-IV of the Tender Forms as Form – 6.

The Integrity Pact duly signed by authorized person/s with witness, are to be submitted by the bidders along with the Tender Documents.

Bidders are required to sign the Integrity Pact (as per the format given in the Tender Document), failing which their bid shall be liable for rejection. The “Principal” means “Deendayal Port Authority” and “Counterparty” means “Vendor / Supplier / Contractor”.

If a Counterparty commits a violation of its commitments and obligations under the Integrity Pact Programmed during bidding process, their entire EMD would be forfeited and in addition, they may be blacklisted from the DPA business in future.

In case of violation of the Integrity Pact by Counterparty after award of the contract, DPA shall be entitled to terminate the contract. DPA would forfeit the Security Deposit/s; in-cash the Bank Guarantee/s and other payments to Counterparty in such cases.

12. Reduced Rates for non-availability of Barge due to delay in procurement of OEM spares/equipment/machinery or any other reason attributable to DPA:
 - 12.1 If the barge is withdrawn from operation owing to insufficient OEM spares/ equipment /machinery or any other reason attributable to DPA for more than 10 days, the payment @20% of the serial No. 3 of Schedule-B, towards the AMC of barge from 11th day to 90 days and 10% from 91st days or from the date of confirmation of delay, whichever is earlier till the barge is put into commission per day on pro rata basis. However, payment towards other serial No. of Schedule-B shall be paid as per terms of tender conditions. The payments towards a reduced rate of AMC @20 % or 10% shall be made for watch keeping & maintenance of barge Bhimsen by the contractor.
13. In case any of the works under this contract are not performed by the Contractor, like repairs, maintenance, painting, dry docking etc., then DPA shall carry out the same at the risk and cost of the Contractor as applicable with 20% overheads.
14. Contractor to note that DPA is bound by various guidelines/ rules/ regulations of public procurement, and hence, the Contractor has to follow the same while seeking approvals of DPA for spares procurement as advised by DPA.
15. Contractor has to pay wages to labourers through their respective bank accounts only. The contractor has to submit the bills along with documentary proof for payment made to the labours through the bank. contractor has to comply with the statutory requirements for payment of wages, such as Minimum Wage Act and Payment of Wages Act etc.
16. If applicable, the contractor shall be registered under the building and other constructions worker (Regulation of Employment and Conditions of Service) Act, 1996.
17. **Port Obligation (Clause no. 30 of Section-II is replaced as under)**
 - 17.1 Electricity, water and land/ Work Area for execution of the DPA work at site shall be provided free of cost by the employer subject to availability. If DPA is unable to provide electricity and water the same will be arranged by the contractor at his own cost. The

- contractor shall arrange for transportation of staffs & materials if required from work site to repair site and vice a versa.
- 17.2 Administrative support for obtaining clearance from any statutory authority, if any, shall be provided by the employer.
- 17.3 The employer will provide Port Authority Quarters on payment of applicable tariff, water & electricity charges of the employer subject to availability, during the tenure of contract. Any nuisance, non-sober behavior, intoxication etc. in the port quarter shall be liable for cancellation of the same.
- 17.4 Facilitating for issue of port entry passes to the staff engaged by successful bidder and their vehicles during the period of contract.
- 17.5 On successful completion of all the obligations under the contract and on the request of the Contractor, the employer shall issue a Completion Certificate.

**Signature & Seal
of Contractor**

**Engineer In-charge (Tugs)
Deendayal Port Authority**

SECTION IV
FORMS OF BID

Part – I

To be submitted by Bidders with their Bids

NOS. OF FORMAT	NAME OF FORMS/FORMAT
1	Specimen of Application
2	Pre-qualification of bidders
3	Format of declaration
4	Letter of authority for submission of bid
5	Exceptions & Deviations
6	Integrity Pact Agreement

Format of Extension

Part – II

To be used by successful Bidder

NOS. OF FORMAT	NAME OF FORMS/FORMAT
7	Letter of Acceptance
8	Specimen bank guarantee of Performance Guarantee/Security Deposit
8A	Insurance Surety Bond For Performance Guarantee
9	Certificate of classification society
10	Certificate of manufacturer
11	Letter of authority from bank for all BGs
12	Bank Payment Agreement Form
13	Agreement form
14	Format of Extensions (Part – I)
15	Format of Extensions (Part – II)

SPECIMEN OF APPLICATION

(To be executed on bidder's letter head)

To

The Engineer In-charge (Tugs)

DEENDAYAL PORT AUTHORITY

Marine bhavan, Ground floor, Room no 3,

Pin Code: 370210

Dist.- Kutch (Gujarat)

We, the undersigned, declare that:

- (a) we have examined and have no reservations to the tender documents, including addenda and clarifications issued vide
- (b) we offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document bearing no **(CME/Tug/1734/BuoysBhimsen/2025)**
- (c) our tender shall be valid for the period of 120 days, from the date fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period.
- (d) If our tender is accepted, we commit to submit a performance guarantee for the due performance of the contract, as specified in specimen form for the purpose.
- (e) No Joint Venture.
- (f) Our firm, its affiliates or subsidiaries- including any subcontractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations.
- (g) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed.
 - I. We understand that you are not bound to accept the lowest evaluated tender or any other tender or you can also split the work that you may receive.

II. We also make a specific note clause of [ITB, NIT] under which the contract is governed.

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the form of tender]

Name: [insert complete name of person signing the form of tender]

Duly authorized to sign the tender for and on behalf of: [insert complete name of tenderer]

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

Form -2

Specimen format for Pre-qualification of bidders

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

1. Only for individual bidders

1.1 Constitution of legal status of Bidder (Attach copy)

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

2. Turnover of the Firm

Description	Year	Turn over
(insert the year as per PQC)	2021-22	
i.e. last three financial years ending 31st	2022-23	
march of the previous year	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.
Copy of Annual Turnover during Last Three Year Ending on **March 2024 certified by CA with UDIN.**

3. Similar works

Particulars	Year	No. of Woks	Value
Total value of completed Similar work as defined in the tender document during last 07 years ending last day of the month previous to the one in which NIT is invited.	2020-21		
	2021-22		
	2022-23		
	2023-24		
	2024-25		

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

4. Information on bid capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(1) Existing commitments and on-going works.

Description of work	Place & State	Contract No. & Date	Name & Address of Port or Dept.	Value of Contract in Rs.	Stipulated Period of Completion	Value of remaining to be completed	Anticipated date of completion
1	2	3	4	5	6	7	8

(2) Works for which bids already submitted.

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

Attach attested certificates.

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

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

6. Additional information bidder may like to submit

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

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

Form-3

SPECIMEN FORMAT FOR DECLARATION

(To be executed on bidder's Letter Head

To. The Engineer In-charge (Tugs)

DEENDAYAL PORT AUTHORITY

Marine bhavan, Ground floor, Room no 3,

Pin Code: 370201

Dist.- Kutch (Gujarat) (Project title)

Ref: (Project title)_____

Sir,

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

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

Date: _____

Place: _____

Name of Applicant: _____

Represented by (Name & capacity) _____

Form-4

SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID

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

To

The Engineer In-charge (Tugs)

DEENDAYAL PORT AUTHORITY

Marine bhavan, Ground floor, Room no 3,

Pin Code: 370210

Dist.- Kutch (Gujarat)

We----- do hereby confirm that Shri
..... (Name, designation and Address) is/are authorized to represent us to bid,
negotiate and conclude the agreement on our behalf with you {copy of board resolution attached (in
case of company)} for tender no. ----- for the work of _____ and his specimen signature is
appended here to ..

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

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

[specimen signature]

Yours faithfully,

Signature:

Name & Designation:

For & on behalf of:

Form-5

EXCEPTIONS AND DEVIATIONS

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

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

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

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

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

INTEGRITY PACT**(To be executed on Rs. 300/- non-judicial stamp paper)****Between****Deendayal Port Authority (DPA) hereinafter referred to as "The Principal"****and**

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

Preamble : The Principal intends to award, under laid down organizational procedures, contract(s) / concession(s) for **Tender No. CME/Tug/1734/BuoysBhimsen/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.
 - 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".

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 Contact documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.

- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Bidder / Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recues himself / herself from that case
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder / Contactor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate 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)
 प्रमाण अभियंता (टग)
 दीनदयाल पत्तन प्राधिकरण
 Engineer In-charge (Tugs)
 Deendayal Port Authority

Signature of Witness:

(Name & Address) 


 Jeeten hadhyg
 Kesan Naga - I
 Adipur - Gandhidham,
 -Kutch

Place : Gandhidham

Date : 15 / 05 / 2025

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

Signature of Witness:

(Name & Address)

Note: The bidder has to execute Integrity Pact agreement with Deendayal Port Authority (as per the agreement enclosed). Shri Amiya Kumar Mohapatra, IFoS (Retd.) and Dr. Gopal Dhawan, Ex-CMD, MECL, have been appointed by DPA as independent External Monitors and whose address are as under:

1. Shri Amiya Kumar Mohapatra, IFoS (Retd.)

Qrs. No. 5/9, Unit-9, Bhoi Nagar,
 Bhubaneswar -751 022

Mobile No. 9437002530

Email: amiyaifs@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

Uttar Pradesh -201 315

Mobile No. 8007771467

Email: gdhawangeologist@gmail.com

(Form No -7)

LETTER OF ACCEPTANCE

(On letter head paper of the port)

Date: _____

To: _____
(Name & address of contractor)

Dear Sir,

Sub: Tender No.

Title of Tender

Ref: Your Bid Dated

And (list of correspondence with the Bidders)

This is to notify you that your bid dated _____ for supply of the _____ (name of the contract and identification number, as given in the instruction to bidders) for the Contract Price of Rupees _____ (amount in words and figures) as corrected and modified in accordance with the Tender Documents is hereby accepted by the Employer/Board.

You are hereby requested to furnish performance guarantee, in the form detailed in Tender Document for an amount of Rs. _____ within (21) days of the receipt of this letter of acceptance and valid up to 21 days from the date of completion of contractual obligations, subject to removal of Defects, i.e. up to _____ and also sign the contract agreement within (14) days of the receipt of this letter of acceptance, failing which action as stated in the tender document will be taken.

Detailed letter of acceptance will follow.

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

Please acknowledge receipt.

Yours faithfully,

Deendayal Port Authority

Authorized signature
Name and title of signatory

(Signature of the controlling Officer)
CHIEF MECHANICAL ENGINEER

(Form-8)

SPECIMEN BANK GUARANTEE TOWARDS PERFORMANCE GUARANTEE/SECURITY DEPOSIT

(To be executed on Rs. 300/- non-judicial Stamp Paper & to be submitted after entering by issuing Branch in their online system for generating Bank Guarantee in SFMS Mode)

To,

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

In consideration of the Board of Deendayal Port Authority of the Port of DEENDAYAL PORT AUTHORITY incorporated by the Major Port Authorities Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority of the Port of [DEENDAYAL PORT AUTHORITY], its successors and assigns) having agreed to exempt

_____ (hereinafter called the "contractor") (Name of the contractor/s) from the demand under the terms and condition of the contract, vide _____

(Name of the Department)'s letter No. _____ Date _____ made between the contractors and the Board for execution of _____ covered under Tender No. _____ dated _____ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. _____

(Rupees _____) only we, the (Name of the Bank and Address) _____ hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, _____ (Name of Bank) (Name of Branch), do hereby Undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the contractor's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees _____) only.

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

4. We, (Name of Bank and Branch), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or

discharged or till the _____ (Name of the user department) of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

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

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

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

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

9. Notwithstanding anything contained herein:

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

(b) This Bank Guarantee shall be valid up to _____; and

(c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee)."

10. (i) Name of Beneficiary's Bank is State Bank of India, Gandhidham.

(ii) IFSC No. of Beneficiary's Bank is SBIN0060239.

(iii) Bank Account No. of Beneficiary is 10316591671.

Date _____ day of _____ 20 _____

For, (Name of Bank) (Name) Signature

FORM-8A

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

(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 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 dated..... [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 upto..... (+).....

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 this.....day of.....20.....at.....

WITNESS

Signed for and on behalf of the Insurance Company

.....
Signature

.....
Name

.....
Signature

.....
Name

1. (*) This sum shall be Five percent (5%) of the accepted tender value denominated in the types and proportions of currencies

(@) The Performance Guarantee should be valid for a period of 60 days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period.

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

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 purchaser should appear at the back side of stamp paper in the Vendors Stamp the purchaser Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney mobile 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.

Form-9

(Applicable in case Procurement of Equipments)
(CERTIFICATE ISSUED BY THIRD PARTY AGENCY ON THEIR LETTER HEAD)

To,
M/s DEENDAYAL PORT AUTHORITY,
Kandla (Kutch)
Gujarat,
INDIA.

This is to certify that the (name of equipment) designed, manufactured and supplied to DEENDAYAL PORT AUTHORITY are conforming with the Quality Assurance and Standards as per proven design and Model No./Drawings submitted by M/s _____ in the Tender No. (insert tender no.) of DEENDAYAL PORT AUTHORITY.

Signature & Seal of Authorized
Representative of Classification Society.

(Applicable in case Procurement of Equipment's)
(CERTIFICATE ISSUED BY MANUFACTURER ON THEIR LETTER HEAD)

To,
M/s Deendayal Port Authority,
Kandla (Kutch)
Gujarat,
INDIA.

This is to certify that the proven design submitted with Bid conforms with all the standards and generic specifications of (name of equipment) given at Page No. ____ of the Tender No. (insert tender no.) of Deendayal Port Authority.

Signature & Seal of Authorized
Representative of the Manufacturer

AUTHORITY FROM BANK FOR ALL BGs

(To be executed on Bank's Letter Head)

To
Engineer In-charge (Tugs)
Marine Bhavan,
Ground Floor, Room No 03
Deendayal Port Authority
kandla
Kutch, Gujarat – 370210.
rakesh.sinha@deendayalport.gov.in

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

Dear Sir,

We confirm having issued the above mentioned guarantee favoring yourselves, issued on account of M/s. _____ validity for expiry up to date _____ and claim expiry date up to _____. We also confirm 1) _____ 2) _____ is/are empowered to sign such Bank Guarantee on behalf of the Bank and his/their signatures is/are binding on the Bank.

Name of signature of Bank Office

Form-12

Bank Payment Agreement Form

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

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

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

Signature of the Party Seal of the Company

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

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

Signature of the Bank Manager

Form-13

DEENDAYAL PORT AUTHORITY
FORM OF AGREEMENT (FOR EXECUTION OF WORK)

(to be executed on Rs.300-non-judicial stamp paper)
 [the successful bidder shall fill in this form in Accordance with the instructions indicated]

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

WHEREAS the Board is desirous to carrying out the work of _____ and

whereas the Contractor has offered to execute and complete such work.

WHEREAS the contractor has agreed to deposit the performance security deposit @ 10 % of contract price amounting to Rs. _____ in following manner for the due fulfillment of all the conditions of the contract '

- i) 5 % of Rs. _____ paid in the form of Bank Guarantee / Insurance Surety Bond / FDR OR Digital mode of payment, vide No. _____, dated _____, issued by _____ (to be submitted in 21 days of issue of LOA).
- ii) Balance 5% amount of Rs. _____ to be recovered from the Running Account Bills.

NOW THIS AGREEMENT WITHINNESS AS FOLLOWS:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the general condition (including special conditions, if any) of contract hereinafter referred to.
2. The following documents shall be deemed to form and read as construed part of this agreement viz.:
 - i) Notice inviting tender.
 - ii) Technical specifications.

- iii) Special conditions of contract.
- iv) Tender submitted by the Contractor.
- v) The Board's "Drawing".
- vi) The schedule items of work with quantities and rates.
- vii) Any correspondence made between the Engineer In-charge (Tugs) and the Contractor after opening of the Cover-I—as regards to contain clarifications/details called for vice versa.
- viii) Common terms and conditions offered to Contractor and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender i.e. 'Cover-I'
- ix) Bank Guarantee for security deposit.

1. The Contractor hereby covenants with the Board to complete the work of _____ in conformity in all respects, with the provisions of the contract.
2. The Board hereby covenants to pay the Contractor in consideration of such completion of the works, the contract price of Rs. _____ (Rupees _____ only) at the time and in the manner prescribed of the contract.

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

Signature of Contractor
Seal

Witness:

1. Name & Address _____
2. Name & Address _____

Signed, sealed and delivered by Shri _____ on behalf of the Board in presence of

1. _____

(Chief Mechanical Engineer)
Deendayal Port Authority

2. _____

The common seal of the Board of Authorities of the Port of affixed in the presence of:

(Secretary)
Deendayal Port Authority

Deendayal Port Authority**Form of application by the Contractor for seeking extension of time****Part – 1**

1. Name of Contractor
2. Name of work as given in the agreement
3. Agreement No.
4. Estimated amount put to tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time has been given previously:

(a) 1 st extension vide EE's No.	Dated	Month	Days
(b) 2 nd extension vide EE's No.	Dated	Month	Days
(c) 3 rd extension vide EE's No.	Dated	Month	Days
(d) 4 th extension vide EE's No.	Dated	Month	Days

Total extension previously given.
9. Reasons for which extensions have been previously given (Copies of the previous application should be attached)
10. Period for which extension is applied for
11. Hindrance on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.
 - (a) Serial No.
 - (b) Nature of hindrance
 - (c) Date of Occurrence
 - (d) Period for which it is likely to last
 - (e) Period for which extension required for this particular hindrance
 - (f) Overlapping period if any, with reference to item.....
 - (g) Net extension applied for
 - (h) Remarks, if any.

Total period on account of hindrance mentioned above.....

Month.....Days
12. Extension of time required for extra work
13. Details of extra work and amount involved:
 - (a) Total value of extra work
 - (b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work.
14. Total extension of time required for 11 & 12

Submitted to the Sub-Division Officer

Signature of Contractor

Dated:

APPLICATION FOR EXTENSION OF TIME**PART II****(To be filled in by the Sub-Divisional Office)**

1. Date of receipt of application from Contractor for the work of..... in the Sub-Divisional Office.
2. Acknowledgement issued by S.D.O. vide his No.....dated
3. Remarks of S.D.O.
(on the reasons given by the contractor are correct and what extension, if any, is recommended by him. If he has not recommended the extension, reasons for rejections should be given.)

Signature of Divisional Officer

Dated:

(To be filled in by the Engineer In-charge(Tugs))

1. Date of receipt in the Divisional Office.
2. Engineer In-charge(Tugs) remarks regarding hindrances mentioned by the Contractor.
s
 - (1) Serial No.
 - (2) Nature of hindrance
 - (3) Date of occurrence
 - (4) Period for which hindrance is likely to last
 - (5) Extension of time applied for by the contractor
 - (6) Overlapping period, if any, giving reference to
Items which overlap.
 - (7) Net period for which extension is recommended
 - (8) Remarks as to why the hindrance occurred
And justification for extension recommended.
3. Engineer In-charge (Tugs)'s recommendations:
(The present progress of the work should be stated and whether the work is likely to be completed by the date upto which extension has been applied for. If extension of time is not recommended, what compensation is proposed to be levied under clause 2 of the agreement?)

Signature of Engineer In-charge (Tugs)

Date

Dy. HOD/SE's recommendations

Signature of Engineer In-charge (Tugs)

Date

HOD's recommendations/approval.

Signature of Chief Mechanical Engineer

Date:-

SECTION V

Scope of Work & Technical Specifications

1. General:

- 1.01 In the Kandla channel water of Deendayal Port Authority (DPA), presently 24 nos. of channel marking & Dumping buoys and 02 nos. of Mooring buoys are placed along with one no. of Heave up barge Bhimsen for SNA related works. However additional buoys are kept for standby use. The detailed specifications of these buoys and barge are enclosed at Annexure-A.
- 1.02 The job specifications given for the “Comprehensive Annual Maintenance Contract for Channel Marking, Dumping and Mooring Buoys in the Kandla Channel along with operation & maintenance of Heave up Barge Bhimsen for a period of three years” in the Schedule-‘B’ describe broad requirements to which the contractor shall work. However, the fact that everything is not fully specified and there may be omission in the job specifications, shall not absolve the contractor from his responsibility to carry out the work in safe, apt and proper manner and acceptable in all respects as per marine practices.
- 1.03 The party shall carefully examine and study the site of work, local conditions and exact quantum of work involved against each item detailed in BOQ for “Comprehensive Annual Maintenance Contract for Channel Marking, Dumping and Mooring Buoys in the Kandla Channel along with operation & maintenance of Heave up Barge Bhimsen for a period of three years” before submitting the offer. If he has any doubt regarding site/local conditions, he should get it clarified before submitting the offer. No claim whatsoever will be entertained for any nature of work, arising out of local conditions or subsequent to undertaking each particular job listed in the BOQ.
- 1.04 The above scope of work may be increased or decreased as per the requirement of DPA in future. The additional scope of work shall be governed under the same terms and conditions. The charges as applicable will be increased or decreased proportionally as per rates provided in the contract.
- 1.05 Party shall arrange all tools and tackles, machines, consumables, transportation, material and manpower including victualling, insurance, PPE etc. for deployed manpower for successful execution of the work at his own cost.
- 1.06 The award of Work shall be considered on Turn-Key basis only. The split of work shall not be accepted.
- 1.07 The payment to the contractor, for the steel renewal work related to barge and buoys (plates, angles, brackets, fenders, bars, pipes, etc.) shall be made on the basis of weight of trimmed

edged fitted steel and measured materials as per actual, no other claims whatsoever shall be entertained by the port. For steel plating works minimum area of 50x50 cm² and for pipes, fenders, angles, bars etc. minimum length of 50cm shall be considered for calculation purposes.

- 1.08 The quantity mentioned at Sr. Nos. 04, 05 & 06 of the Price Bid i.e. Schedule -B is purely tentative and the party shall carry out the work as per direction of EIC. However, payment will be made as per actual work carried out.
- 1.09 Old materials, scrap etc. generated on account of the renewal of steel shall be property of the port and the same shall be returned to DPA main store Kandla at the cost of contractor.
- 1.10 All safety precautions during the entire contract period shall be taken by the contractor for their own and DPA. Risk assessment for hazards involved shall be carried out before start of any work and due care shall be taken. Contractor shall be solely responsible for any type of loss i.e. materials/manpower due to negligence or lapse of safety measures.
- 1.11 It shall be the responsibility of the Contractor to ensure that the persons engaged for the work are clear from a Security angle.
- 1.12 To execute the work with due diligence, efficiency and in conformity with sound engineering, administrative, Marine safe working practices and financial practices to protect the interest of the employer.
- 1.13 The port shall not provide any residential or official accommodation and transport facilities to the contractor or his employees during the execution of the entire work.
- 1.14 The AMC will be entered for 03 years initially from the date of commencement of contract. However, the same can be extended for any period, maximum up to 01 year at the same Rates, Terms & Condition with mutual consent.
- 1.15 The Contractor has to provide a suitable transport vehicle (Jeep/Van) at his own cost round the clock for mobilizing in time the Maintenance / Base /Operation staff to and from the Port and/or any other places and within port premises and material as required by DPA for smooth execution of the contract.
- 1.16 In the event a contractor finds any of their employees not conforming to the rules of discipline etc., he shall be free to take action against such an employee as deemed necessary by observing due process of legal requirements. DPA reserves the right to instruct the contractor for immediate replacement of their employees upon unsatisfactory performance and undisciplined behavior.

- 1.17 The Contractor shall be liable for all acts of omission and or commission of the staff deployed by the Contractor and also for all liabilities pertaining to their salaries, allowances, clothing, victuals, medical facilities, insurance and any other requirement pertaining to the staff at the cost of the contractor, including supply of stores, consumables, transport onshore / offshore, laundry etc. DPA shall not be responsible for any of the liabilities of contractor labours.
- 1.18 Contractor shall submit the documents in support of qualification and experience of each personnel proposed to be deployed by him to DPA at least one week in advance for verifying whether they meet the educational, experience and other criterias as per contract. Contractor will also maintain the profile of the staff personnel for posted staff during the entire AMC period.
- 1.19 All the staff/workers deputed by the contractor during AMC period shall wear uniform along with Identity card, Personal Protective Equipment (PPE's) and other safety gears as and when required as per the nature of job.
- 1.20 All the tools and tackles required to carry out the repair & maintenance under scope of work shall be the responsibility of the contractor, no extra cost shall be entertained in this regard by DPA.
- 1.21 The contractor shall be responsible for carrying out all the repair and maintenance work by following safe marine workmanship such as using proper safety gear i.e. PPE, by using correct tools and tackle i.e. lifting gear etc.
- 1.22 Thickness gauging for assessment of steel renewal for Barge and Buoy shall be carried out by the contractor at his own cost as and when required.
- 1.23 Electricity, water and land/ Work Area for execution of the work at site shall be provided free of cost by the employer subject to availability. However, necessary switch board, cables, other requirements, etc. shall be arranged by the contractor at his own cost and contractor has to get written permission for the same in advance. If DPA is unable to provide electricity and water the same will be arranged by the contractor at his own cost.

2 Details of works pertaining to AMC of buoys:

- 2.01 Maintenance of Channel Marking, Dumping and Mooring Buoys into the Kandla Channel along with all its associated parts and accessories i.e. Chain Assemblies, Shackles, Sinkers, Solar LED Lanterns, Batteries, Electrical Items (PCB cards, Solar LED Lanterns, glasses, packing's, solar plate & panels etc.) which includes but not limited to sand blasting, painting, laying/installation, repositioning, withdrawal/collection, retrieval of drifted/damaged buoys along with regular monitoring and maintenance to keep the navigational channel updated and safe for navigation. Batteries for LED Lanterns of channel marking buoys shall be renewed every 2 years. Chain Assemblies & Shackles of channel marking buoys shall be replaced /

- renewed as per EIC instructions. If the thickness of Chain Assemblies & Shackles reduced by 20 % then it has to be renewed.
- 2.02 All the buoys (mooring, dumping and channel marking) laying/installation/ repositioning operation whenever required shall be carried out into the Kandla Channel as per the charted position provided by Survey section of DPA. Instruments/Equipments required for proper positioning shall be in the scope of the contractor at his own cost. The Survey Section of DPA shall provide the charted position or may assist for the charted position during laying/repositioning of buoys.
 - 2.03 Within 18 month's period from the date of commencement of contract, the contractor shall carry out repair, sand blasting and painting of all the Channel Marking, Dumping and Mooring Buoys along with its accessories i.e chain assemblies, sinkers etc. after withdrawal from channel in the phased manner and laying back into the channel at the charted position as per instruction of Engineer in Charge subject to availability of Barge Bhimsen, Tugs and Crafts, thereafter, the sand blasting and painting of each buoy along with its accessories shall be carried out minimum once in 18 months. All Mooring Buoys (2 Nos.) shall be replaced by the standby mooring Buoys once during the tenure of the contract period otherwise penalty shall be imposed.
 - 2.04 04 Nos. Standby channel marking buoys/Dumping buoys and 02 Nos. mooring buoy shall also have to be kept ready for use after repair, sand blasting and painting as per scheme prescribed in the tender document. At the end of the contract, the party shall handover these standby buoys to DPA in ready condition.
 - 2.05 During currency of contract if new type of buoys or any new equipments are procured by DPA, the replacement of existing buoys with new ones or installation of new equipments on existing buoys has to be carried out by the contractor without any additional cost to DPA and same shall be maintained during the entire period of contract. If these modernized buoys are fitted with AIS, same to be maintained by the contractor through the whole contract period without any additional cost to DPA including repair and maintenance cost.
 - 2.06 For repair of buoys, the party has to carry out steel renewal, fitment of new zinc anodes, sand blasting and painting of buoys and its accessories e.g. chain with assembly, sinker, frames, rubber & steel fenders, tower, shackles, etc. and repairing/replacement of Solar LED Lanterns, batteries & other electrical/electronic items as per requirement. **No additional cost for these works will be provided except for steel renewal and anodes as per BOQ (serial No. 4 & 6).**
 - 2.07 Apart from the withdrawal, laying, repositioning and retrieval of buoys, the contractor has to carry out regular visits into the channel for regular inspection and to record the status of buoys at least once in every 15 days for which a craft shall be provided by DPA free of cost, however, an intimation for requirement of craft shall be given at least one day (24 hours) prior to avoid interruption of port operation. Apart from the above the party shall also carry out

visits to meet normal day to day operational requirements e.g. battery change, collection and fitting of equipment on buoys, minor repair and painting of buoys in place.

- 2.08 **The channel marking & Dumping buoy's replacement/ repositioning shall be carried out within 48 hours as per tide schedule from the reporting time (may be reported by DPA or noticed by the contractor during routine inspection) and mooring buoy's replacement/repositioning /laying operation within 10 days'(240 hours) subject to availability of tug/craft provided by DPA except adverse weather conditions (when wind speed is more than 20 knots and swell is more than 1 meter) certified by DPA.** However, the retrieval of buoy in case of drifting of buoy, shall be attended immediately or as per instruction of EIC to clear the channel so that port operation shall not be interrupted due to blockage of channel owing to buoys.
- 2.09 **The small repairing work in position, or replacement of Solar LED Lanterns, battery, electrical/electronic component etc. shall be carried out within 24 hours of reporting/noticing subject to availability of tug/craft provided by DPA except adverse weather conditions (when wind speed is more than 20 knots and swell is more than 1 meter) certified by DPA.**
- 2.10 To carry out the buoy operation i.e. laying/installation, repositioning, withdrawal/collection, retrieval of buoys, tug and craft shall be provided by DPA, and all other lifting and securing tools and equipments e.g. **crane having sufficient capacity for the required operation (lifting of buoys, sinkers, chains etc. from jetty to sea and vice-versa) shall be arranged by the contractor at his own cost.** The Heave Up Barge Bhimsen shall be kept ready by the contractor under O&M and shall be used during operation as per requirement. Maintenance and operation of Bhimsen shall be the sole responsibility of the contractor. Apart from this if any other equipment/machinery required for the buoy operation, the same shall be arranged by the contractor at his own cost.
- 2.11 Repair and maintenance work of buoys i.e. steel renewal, sand blasting, painting (inside & outside of Buoy), polyethylene buoy repair etc. shall be carried out at SNA Jetty area.
- 2.12 For repair of polyethylene buoys, the contractor may require support of a specialized workshop to fabricate the separate section of buoys, patch up work etc., cost for the same shall be borne by the contractor without any additional cost to DPA.
- 2.13 Rubber Fender repairing/replacement of buoys as in place shall be carried out by the contractor including the cost of material without any additional cost to DPA. The fender shall be fitted in such a way that it should protrude at least 6 inch outside the buoy surface or as per the instruction of EIC.

- 2.14 Sand blasting of all the steel components of buoys and painting as per the scheme mentioned under clause no.7 of SOW (Marine grade-epoxy) after proper cleaning and surface preparation as per SA 2 1/2: (Make- International/Jotun/Sigma).

Note: Colour Coding of buoys for above water line shall be as per standard IALA norms. For the below water line black bituminous/coal tar should be used as the final coat.

- 2.15 Record book of buoys to be maintained by the contractor wherein all the relevant details i.e. repair work, replacement of buoys detail, replacement of battery/Solar LED Lanterns/chain/sinker and all other accessories shall be recorded in chronological order and keep updated and a report of buoys status and work carried out shall be submitted every month by 7th day of the month for the previous month. This record book shall be prepared as per requirement of DPA within 15 days of commencement of contract.
- 2.16 Shifting and securing buoys (kept at jetty) in safer places in case of bad weather or other warnings issued/declared by DPA, thereafter placing them back to normal positions will be the responsibility of the contractor including the cost and manpower and other requirements involved in it. After the bad weather conditions, all drifted /detached buoys shall be repositioned/ reinstalled/collected will be the responsibility of the contractor including the cost and manpower and other requirements involved in it.

3. Details of works pertaining to Operation & Maintenance of Heave Up Barge Bhimsen:

- 3.01 Repairing and Maintenance of Hull & Machineries of Heave up barge Bhimsen i.e. deck, hull, tanks, superstructure, pipe fender, machinery space, windlass system including diesel engines, generator sets (DG set), capstan with all attachments, gearbox, pumps, lightings, electric panels, lifting gears, rollers, lifting hooks, bollards, wire ropes, wire slings etc. This includes but is not limited to R&M of all equipment/hull/machineries, routine as well as breakdown down maintenance of Engines/equipment/machinery, including desludging, cleaning, chipping, painting of all hull and machineries. Removal and fabrication works for installation of new/replaced equipment on Barge Bhimsen e.g. foundations, pipelines, light panels, switches, etc.
- 3.02 Operation of Barge Bhimsen including its all machinery & equipment shall be carried by the contractor for buoys operations, dry docking of Barge Bhimsen, anchor handling of Dry Dock at Kandla etc.
- 3.03 Contractor has to ascertain and look after the seaworthiness of Barge Bhimsen. Operational activities of all equipment on board e.g. windlass, capstan, generators (DG set), pumps, lighting and mooring adjustment of barge at jetty etc. shall be looked after by the contractor.

3.04 For repair of barge Bhimsen, contractor has to carry out steel renewal, fitment of new zinc anodes, sand blasting and painting of barge and its equipment and machineries. **No additional cost for these works will be provided except for steel renewal and anodes as per BOQ (serial No. 5 & 6).**

3.05 Complete painting of the above water area of Hull, Deck, Machinery Space, tanks, Machineries etc. of Barge Bhimsen after complete cleaning and surface preparation shall be carried out minimum once in a year as per scheme mentioned under clause no. 9 of SOW.

Note: Colour Coding of barge shall be intimated at the time of painting as per requirement.

3.06 Complete painting of underwater Hull of Barge Bhimsen after sand blasting and surface preparation shall be carried out minimum once in two years as per scheme mentioned under Clause no. 9 of SOW. **No additional cost for these works will be provided**

Note: Colour Coding of barge shall be intimated at the time of painting as per requirement.

3.07 12 days downtime for repair and maintenance including dry dock maintenance (sand blasting, painting, steel renewal of hull etc.) shall be provided in each year and the same shall be credited at the start of the contract. If this downtime is not utilized by the party, the same will be lapsed at the end of completion of each year of O&M period and will not be carried forward to the next year.

3.08 The party shall keep the said barge maintained in proper manner and keep the same in ready condition at all time during the contract period for buoy operation as well as anchor handling of DPA Dry Dock which also to be carried out by the contractor without any additional cost to DPA and other requirements of DPA at Kandla.

3.09 If during the currency of contract, any of the machinery/equipment installed on board i.e. diesel engine (prime mover of windlass system), capstan, gearbox etc. becomes unrepairable due to obsolete model and unavailability of spare parts in the market, the compatible equipment/machinery of reputed make shall be installed on board in place of existing one after procurement by the **contractor without any additional cost to DPA except the procurement cost of equipment/machinery**, no other charges i.e. transportation, installation, commissioning etc. shall be paid. Only the cost of procurement shall be reimbursed on actual basis for which the approval of DPA shall be taken in advance and the documents i.e. OEM/Authorized dealer invoice to be submitted along with the bill as a proof that the equipment/machinery has been procured from the OEM/authorized dealer. The contractor shall submit the quotation of such compatible equipment/machinery of minimum three reputed make from their authorized dealer/OEM along with all technical details and justification for approval of DPA. A special period of maximum 10 days shall be provided exclusively for replacement of machinery and equipment in the whole contract period

without levying any penalty/reduced rate and which shall be counted from the date of receipt of such equipment/ machinery.

- 3.10 The Contractor will maintain the Barge along with its appliances, deck side equipments i.e. deck Lights, superstructure Lights, machinery space Lights, search Lights, generator sets (DG set), pumps, capstan, wire ropes, mooring ropes, windlass including all associated parts of it in a good state of repair and in efficient operating condition during the term of the Agreement **including the cost of material except the OEM spares for windlass engine, generator engine (DG Set) and gearbox.**
- 3.11 The Contractor shall be responsible for total maintenance including but not limited to routine maintenance, preventive maintenance, breakdown maintenance of all machinery on board the barge including the hull, deck, superstructure, tanks, Solar LED Lanterns, electrical items and equipments etc. i.e. top overhauling/ major overhauling, routine and preventive maintenance such as renewal of filters, cleaning of coolers/heat exchangers, cleaning of various strainers, renewal of lube oil, tappet adjustment, injectors pressure testing/ calibration, FIP calibration, turbocharger repair and maintenance, repair/maintenance/replacement of alternators and starters, replacement of zinc anodes wherever fitted on various heat exchangers of cooling systems of Engines, repair and maintenance of windlass system, capstan, cleaning of fuel tanks, repair and maintenance of gearbox, engine room blowers, repair/ renewal of exhaust trunking including high temperature protection by thermal protective materials/insulators, repair/renewal of air vents on deck, various pumps, repair/ rewinding/ maintenance of 415 volt alternator, various motors, switch gears, electric panels, supply & maintenance of batteries and complete technical management of the barge at his own cost **including the cost of all materials & consumables except the OEM spares for windlass engine, generator engine (DG set) and gearbox** either through contractor's maintenance team or through reputed workshop or through OEM/ authorized dealer as the case may be. No additional cost shall be payable to the Contractor for carrying out these maintenance work. Delays, if any by workshops, shall not be an excuse for not completing repairs and commissioning the barge in time.
- 3.12 The list of equipment / machinery installed on board barge is enclosed at **Annexure 'A'**. A routine maintenance schedule for each of these equipment/machinery has to be carried out as per the instruction of Manufactures. The Contractor is responsible for making a check list of routine maintenance schedules with respect to running hours/months of the equipment. This checklist shall be made as per the requirement of DPA and at the end of every month the compliance checklist shall be submitted to DPA along with the monthly bill.
- 3.13 The Contractor has to submit the complete plan of any unscheduled repair work indicating the time required for such repair. Work shall be started only after written consent of EIC. In case of any repair which is arising out of negligence / fault of the Contractor, the cost of spares required for such repairs will also be borne by the Contractor.

- 3.14 The Contractor shall ensure that the preventive maintenance of the barge's equipments/machineries is being carried out as recommended by the OEM and as suggested/required by DPA. The Contractor shall be responsible for the comprehensive maintenance of the barge offered to them under the agreement and to keep the barge always in proper and seaworthy condition in all respect for buoy operation of DPA.
- 3.15 The contractor shall submit on or before 7th day of every month the following reports/ documents pertaining to the barge for the previous month in the format required by DPA. The contractor will prepare the formats as per requirement of DPA within 15days of commencement of contract:
1. Lube oil consumption report.
 2. Fuel oil consumption report
 3. Consumption of OEM spares for windlass engine, generator engine and gearbox.
 4. Status report of all machinery and equipment on board.
 5. Technical defect and remedial action report of all equipment and machinery on board.
 6. Inventory report of all stores and chemicals.
 7. Battery maintenance report.
 8. Compliance checklist of routine maintenance.
- 3.16 The contractor has to maintain the following records in the format as required by DPA:
1. Daily work done register for electrical & mechanical maintenance works.
 2. History book of Barge wherein all the relevant details i.e. work, spare consumed, movement record including timing, running hour of generator, windlass to be recorded regularly.
 3. Defect Register.
 4. Lubricating oil consumption register.
 5. Fuel oil consumption register.
 6. Inventory Books for stores & chemicals.
 7. Commission/ non- commission and dry dock record register.
 8. Battery maintenance register.
 9. Maintain the maintenance schedule as per running hours and OEM schedule in soft/hard copy for monitoring the maintenance of all machinery and equipment on board.
 10. Three monthly Megger Test Record of all electrical equipment on board and report has to be submitted to DPA along with other reports.
- Any other record which is required to maintain for smooth maintenance.
- 3.17 All Safety cut outs, limit switches, gauges i.e. thermometers, pressure gauges, tachometer, ampere meter etc. of engines/equipments shall be maintained in working condition all the time at the cost of contractor **including the cost of material (non-OEM items)**. If any defect is noticed, the same shall be repaired/ replaced at the cost of the contractor.

3.18 All hot spots shall be covered with insulating leggings. This shall be the responsibility of the contractor **including the cost of material**.

3.19 After each buoy operations, anchor handling operation of Dry Dock at Kandla etc. Bhimsen berge shall be cleaned with high with high pressure jet washing & Chipping and Painting of area where paint has been peeled off during the operation shall be carried by the contractor at his own cost. In addition to above weekly cleaning with high pressure washing of Deck & Superstructure shall be carried out.

4. Spares & Material:

4.01 All materials and consumables of SNA (except OEM parts) shall be supplied by Contractor e.g. complete chains assembly including D Shackle, o ring, swivel etc, sinkers, navigational Solar LED Lanterns, batteries, PCB, solar panels, electrical/electronic components pertaining only channel marking buoys and D-shackle, Kenter Shackle, Joining shackle pertaining to mooring buoys and consumable items for all equipment and machinery of Barge Bhimsen i.e. the items included but not limited to filters, jute, rags, nut & bolts, packings & O-rings, washers, lamps & light fittings, pump seals, glands, coolants, grease, welding rods, gases other day-to-day requirements etc. for maintenance of Barge Bhimsen, Channel Marking, Dumping and Mooring Buoys shall be supplied by the contractor at his own cost. However, OEM Spares (4.02 below), fuel and lube oil and fresh water for barge Bhimsen shall be supplied by DPA free of cost.

4.02 DPA will provide only OEM items pertaining to the diesel engine of windlass, generator engine and gearboxes of Barge Bhimsen required for maintenance of the same. The OEM spares if not available with DPA shall be procured by the Contractor on DPA's behalf except otherwise provided in the contract. The cost of the same shall be reimbursed by DPA on actual basis on submission of original invoice of OEM/Authorized dealers, however, the approval in advance shall be obtained from DPA by submitting **the quotation from OEM/authorized dealer, authorized dealership certificate, rate reasonability certificate and justification for procurement**. The items so procured shall be deposited to SNA store of DPA and shall be issued by the store as per requirement. Only procurement cost of OEM spares as per invoice shall be reimbursed, no transportation or other charges will be included in the reimbursement cost.

4.03 The cost of steel renewal work and anodes for Barge and Buoys shall be paid by DPA as per actual **as per BOQ (serial No. 4, 5, & 6)**.

4.04 The list of all consumable items shall be supplied & maintained as per **Annexure-B**. The list of inventory of all the items shall be maintained by the party and shall be submitted to DPA by 7th day of every month for verification.

- 4.05 All Chemicals, cleaning agents, coolant for machineries on board Bhimsen shall be supplied by the contractor at his own cost.
- 4.06 Servicing/repair/maintenance/replacement of all electrical installation i.e. main switch board, control panel, deck side equipments e.g. deck Solar LED Lanterns, superstructure Solar LED Lanterns, machinery space Solar LED Lanterns, search Solar LED Lanterns, etc. shall be carried out by the contractor at his own cost **including the cost of material**.
- 4.07 The contractor shall submit the list of OEM spares for Barge Bhimsen for windlass engine, generator engine and gearbox utilised during routine servicing as well as minimum critical spares as a safety stock to DPA for approval within 30 days of commencement of work.
- 4.08 The approval for the OEM spares of Barge Bhimsen required for top/major overhauling of windlass engine, generator engine or major repair of gearbox shall be taken well in advance to avoid uninterrupted service of the crafts. Non-availability of spare parts will not restrain the contractor from its any responsibility for out of commission of the crafts.

5. Owner's Liability:

Following shall be provided by DPA **free of cost**:

- 5.01 Provide safe docking/jetty space for the Barge Bhimsen during the contract period for maintenance and operational requirement. Provide safe berthing space for the Barge Bhimsen during non-operational period and space on jetty for maintenance of buoys.
- 5.02 Fire watch if required for hot work during repair and maintenance of buoys and barge shall be provided by DPA free of cost as and when required, however, prior written permission has to be taken well in advance from Fire section of DPA by the contractor.
- 5.03 Dry dock facility along with crane of dry dock for repair/removal of scrap of Barge Bhimsen. However, cranes and other requirements outside the Dry-Dock area shall be arranged by contractor at his own cost.
- 5.04 Fuel, power supply, lube oil and fresh water for operational/ maintenance purposes of **Barge Bhimsen & Buoys**.
- 5.05 Endeavour to make available drawings, manuals and literature of the barge and buoys to the Contractor as and when required for carrying out his obligations hereunder. However, if any specific drawing/manual pertaining to any machinery/equipment is not available with DPA, the contractor has to arrange the same at his own cost. No request in this regard shall be entertained.

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

6. Renewal of Steel Plate for Barge and Buoys:

- i. The steel used for the subject work shall be confirming to IS 2062. IS grade shall be certified by Govt. approved Lab/Marine Class societies, test certificate shall be submitted to DPA. IS Grade should also be easily visible on steels supplied to DPA. The make of MS plates & angle shall be TATA, Jindal & Sail only.
- ii. All the materials and consumables will be supplied by the contractor required for successful execution of work, this includes but not limited to steel plates, angles, round bars, pipes, Gases with cutting tools, welding electrodes safety devices, PPEs etc.
- iii. The welding electrodes to be used shall be of ship building quality like Advani Orelikan, ESAB, L&T or equivalent make and approved by Marine Class Societies. Quality of welding shall fulfill the Marine requirements of water tight integrity and structural integrity.
- iv. Old plates to be cropped off & renewed by trimmed edged plates, cleaning the areas, removal and refitting of all associated fittings, e.g. insulating materials, supports, manhole doors, port holes, electrical wiring & fittings, etc. required for renewal of steel plates/hull shall be done by the contractor.
- v. While execution of work, if it is required for safety to support the Sections or part of hull/Machinery/equipments/any structure of Barge Bhimsen or buoy, same shall be done by the contractor at their cost. No additional charge shall be paid by DPA for this type of works as preventive measures during repair work.
- vi. For welding work, the contractor shall employ only qualified and experienced welders approved by the Marine Classification society. Certificate shall be submitted to DPA for confirmation.
- vii. The work of renewal of steel shall be carried out with the best workman ship and quality with a guarantee period of six months. The contractor will be responsible to rectify the defects without any extra cost during the guarantee period.
- viii. Contractor is required to crop up old fender and renew it with 8" diameter M.S. pipe as per schedule 40 with center longitudinal stiffener of 10mm thickness. The weight of the steel pipe used shall be calculated as per actual fitted quantity of steel by weight.

7. Fixing up Zinc Anodes to underwater areas of Barge and Buoys:

The old / wasted anodes have to be removed and renewed by new anodes supplied by the contractor as per BOQ **Serial No. 6** at appropriate locations. The weight of the anodes shall be 3.5 kg. Anode shall be preserved before painting works of the underwater area. Zinc anodes shall be supplied with purity higher than 99% and certified by Govt. approved Lab/Marine Class societies. A certificate for the same needs to be submitted to DPA for records and acceptance.

8. Surface Preparation and Painting for Barge and Buoys:

- 8.01 Work of painting should be carried out with the best workmanship and quality, surface preparation and application shall be as per paint manufacturer. The contractor will be responsible to rectify the defect without any extra cost during the guarantee period. If any portion of area of barge/buoys found rusted or paint peeled off during the guarantee period, the contractor has to again re-paint the same with surface preparation as per paint manufacturer.
- 8.02 Contractor is required to remove all the marine growth by manual scrapping / high pressure water washing for cleaning. The surface after sand/grit blasting, shall be cleaned with wire brush or blown off by compressed air. The compressed air used for nozzle blasting shall be free from water and oil. Blast cleaning operation shall be done in such a manner that no damage is done to partially or entirely completed portion of the completed work.
- 8.03 Dry sand blasting operation shall be carried out with Godhara sand/grit and shall be conducted on dry surface only. Painting shall not be carried out on wet surfaces or surfaces not properly prepared as per guidelines of paint manufacturer. The Godhara sand/grit used for ballasting shall be backed by royalty challan/ invoice. A copy of royalty challan and un-priced invoice should be submitted to the Engineer-in-charge for necessary verification and records.
- 8.04 No sharp scratches or cuts shall be made on the steel surfaces during blasting/chipping/cleaning operations.
- 8.05 Sand blasting shall be carried out as described in Swedish Standard SIS-05-5900-1967, dry sand blasting to SA 2 1/2. The prepared surface shall then correspond in appearance to the prints designated as SA 2 1/2. In case of any discrepancy raised during execution on the issue of surface preparation to the required standard (i.e. base metal surface grey), the contractor has to furnish the authentic prints designated as SA 2 1/2 for comparison/checking.
- 8.06 Application of primer and paint shall be done by airless spray after prescribed surface preparation as recommended by the manufacturer only.
- 8.07 Intervals between surface preparation and application of the first coat of primer shall be as short as possible and in no case more than four (04) hours. In case of delay, re-blasting may be required for surface preparation.

- 8.08 Preparation of paint mixture, time gap between successive coatings, period between paint mixing and application of paint should be strictly as per recommendation of paint manufacturer.
- 8.09 Painting shall be done according to the painting scheme prescribed by the Manufacturer. The primers, M.I.O., finish paints and thinner used for painting work shall be of the same brand only.
- 8.10 If the required micron thickness of paints specified by the manufacturer of paints is not arrived by applying the minimum number of coats specified, the same shall have to be arrived by applying more number of coats at no extra costs to the Port. The requirement of both minimum number of coats and microns thickness specified in any case will have to be satisfied.
- 8.11 Each container of paint, preferably in 20-liter size, should provide the following information.
- Batch Number.
 - Date of manufacture (Shall not be more than six months old at the time of application of paint).
 - Mixing ratio.
- If any one of the above is not to the satisfaction of the Engineer-in-charge, the container shall be rejected for use.
- 8.12 The instruments such as Elcometer etc. will be made available by the contractor, whenever required at the site, at his own cost for verification and satisfaction of DPA.
- 8.13 Any addition of thinner shall be allowed only as per manufacturer's data sheet and it should be done under the supervision of the Engineer-in-charge.
- 8.14 The paint shall not be applied under the conditions, when relative humidity is greater than 90%, rain, fog, mist or weather not advisable by the paint manufacturer.
- 8.15 Colour shades in the painting system will be as follows or as per instruction of EIC.
- For Barge (tentative colors)
- Top Deck Plates – Green
 - Deck Machinery – Dark Grey
 - Underwater Hull - Red
 - Above Water Hull - Blue
 - Super Structure – White
 - Rolling Shutter – Yellow
 - Inside of all Tanks & void spaces –Grey
- For Buoys- Red/Green/Yellow/Black as per standard marine norms/requirements.
- 8.16 Paint manufacturer's instructions shall be followed at all times and particular attention shall be paid at the following conditions:
- I. Proper storage to avoid exposure to extremes of temperature.

- II. Mixing and thinning.
- III. Pot life.
- IV. Time limit intervals between each coats.

8.17 The underwater, above water, deck, machinery space, tanks etc. of barge and buoys shall be painted with epoxy type paint. The party is required to only use the following Make / Brand of the Paints for painting work.

1. Jotun 2. International 3. Sigma

8.18 Party is required to strictly follow the painting scheme of paint manufacturer for respective brand of paint. A Standard Painting Scheme place at **clause-9 of SOW** for the reference and party is required to maintain the minimum DFT mentioned for respective type of paints. However, before application of the paint the EIC shall approve the painting scheme. Anti-fouling paint applied shall be TBT free.

The painting work shall be guaranteed as below:

- I. Painting to under water Hull – 2 year
- II. Painting to area other than mentioned above – 1 year

9. Painting Scheme:

S r.	Location / Paint Area	Application (Coat)	Jotun	DFT	Sigma	DFT	International	DFT
1	Underwater (For Buoys and Barge)	1st	Penguard Primer	50	Sigma Cover 280	50	Intertuf262	175
		2nd	Jotamastic 80, Aluminum	150	Sigma Cover 300	150	Interguard 263	100
		3rd	Safeguard universal	75	Sigma Cover 510	75	Interspeed 6200	160
		4th	Seaforce-80	160	Sigma Eco Fleet 290	160	--	---
2	Above Water for Barge and Buoys (Deck, side hull, tanks, machinery spaces, superstructure, Buoys etc.)	1st	Penguard Primer	50	Sigma Cover 280	50	Intertuf262	175
		2nd	Jota mastic 80, Aluminum	150	Sigma Cover 620	150	Interguard 740	75
		3rd	Penguard TC	50	Sigma Cover 456	50	---	---

10. Minimum Manning:

The following minimum manpower shall be deployed by the contractor to carry out effective maintenance of buoys and barge.

- 10.1 For repair/maintenance of buoys and barge and operation of Barge Bhimsen, the contractor needs to deploy the staff as tabulated below on a daily basis to carry out necessary repair/maintenance of buoys and barge Bhimsen as well as operational work of Barge Bhimsen.

Sr. No.	Designation	Nos.	Minimum Qualification & Experience
1	Site Supervisor	01	He should possess SSC/12 th standard certificate and minimum 1 years' experience in buoys operation i.e. withdrawal/laying of buoys in river or sea navigation channel. He shall be responsible for entire base operations (Including operations, repairs /maintenance etc.)
2	Welder cum fitter	02	He should possess I.T.I. in concerned trade and certification from marine classification society being a member of IACS. He shall have a minimum two years experience in shore based/ Marine Workshop/Ship repair.
3	Electrician/LightHouse Mechanic / Instrument Mechanic	01	He should possess I.T.I. in concerned trade . He shall have a minimum two years experience in shore based/ Marine Workshop/ship repair.
4	Helper	02	shall have minimum two years experience in shore based/ Marine Workshop/ship repair.
5	Watch keeper (for round the clock watch in three shifts, one in each shift)	03	He should have minimum 1 year experience of watchkeeping on board craft/ships/ barge/vessel.

- 10.2 The above table shows the minimum requirement to be posted for repair/maintenance work, however, the contractor may deploy additional staff to fulfil the obligation as per scope of work at his own cost.

10.3 The clock on all days. The working hours for Site Supervisor shall be from 9 a.m. to 5 p.m. on six working days from Monday to Saturday except port holidays. However, he shall attain the work as and when required even in non-working hours during urgent requirements.

10.4 The working hours of other maintenance staff/watch keepers in normal condition shall be as follows:

One team consisting of two Welder, one electrician, two helpers shall be deputed from 0900 hrs. to 1700 hrs. and shall be responsible for all repair and maintenance work of buoys and barge Bhimsen. Watch keepers shall be deployed on Bhimsen round the clock in all three shifts of 8 hours (one in each shift) i.e. 0700 to 1500 hrs. 1500 to 2300 & 2300 to 0700 for watch keeping, operations, routine maintenance & mooring of barge Bhimsen. However, in case of breakdown or major repair work the contractor can reshuffle the staff as per requirement to complete the work as early as possible. The deployment of watch keepers shall be made on weekly off and holidays also as stated above. However, maintenance staff may work on six working days from Monday to Saturday except port holidays. However, they shall attain the work as and when required even in non-working hours during urgent requirements or timely completion of works.

10.5 For the Marine Work at sea i.e. installation/withdrawing/repositioning /retrieval of buoys and mooring gear etc. i.e. chain and sinker, contractor needs to deploy staff as per requirement of work and equipped with adequate qualification and necessary marine skills as per statutory requirements i.e. classification society/IALA etc. It is the contractor's obligation to assure qualification and skill of the staff deployed.

10.6 It will be the contractor's responsibility to keep the necessary and mandatory records regarding the details and attendance of staff for all types of works engaged by the contractor.

11. INSPECTION:

11.1 DPA is entitled to inspect / survey the buoys and barge at any time. The inspection / survey shall be conducted by DPA's representative in the presence of the Contractor's representative. The comments of DPA's representative shall be recorded in the Site Order Book to be maintained by the Contractor at site. If any defect or deficiency is identified during the inspection, the same shall be recorded in the book and signed by both DPA's and the Contractor's representatives. The Contractor shall immediately thereafter rectify such defect/deficiency.

11.2 The EIC or his authorized representative will have full power and authority to inspect any work related to the contract at any time. The contractor is to provide necessary instruments at all times during the progress of any work related to the contract for inspection and measurement

and to provide proper means of access and the necessary attendance to move and adopt as directed for inspection and measurement of work by the EIC or his authorized representative.

- 11.3 All workmanship so far as repair and maintenance of the buoys and barge are concerned will be of the quality specified in the contract or as per relevant Indian Standard if the same is not specified, to the entire satisfaction of the EIC or his authorized representative. The repair and maintenance works shall be subjected to such tests at contractor's cost as EIC or his authorized representative may direct at the place of work / at site or at any such places connected with the work. The contractor shall provide assistance, instruments, labours and materials as are normally required for examining, measuring and testing the workmanship as may be selected and required by the EIC.

12. EXECUTION OF WORK:

All the work shall be executed in strict conformity to the provision of the contract and instructions as may be given from time to time by EIC or his representative. The contractor shall be responsible for ensuring that the works throughout the contract period are executed in proper workmanlike manner with the quality and Marine Workmanship in strict accordance with the specification and to the entire satisfaction of EIC or his representative.

13. DEFECTS IN WORK DONE:

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

**Signature & Seal
of Contractor**

**Engineer In-charge (Tugs)
Deendayal Port Authority**

Annexure-A**14 Technical Specification:**

14.1 **Note:** The details given here are not exhaustive. The bidders are advised to inspect the Barge, Buoys etc. prior to bidding for detailed scope of work.

14.02 Technical Details of Barge Bhimsen :

1	Main Particulars		
	a	Length	30.00 M
	b	Beam Moulded	10.00 M
	c	Depth Moulded	2.00 M
	d	Draft	0.5 M
2	25 Ton Capacity Diesel Driven Mooring Winch		
	a	Engine	
		Make	Ruston
		Rating	95 HP @ 1800 RPM
		No. of cylinders	6 Cylinders
	b	Gear Box	Oil Bath Type, Forward & Reverse Gear Box with Slipping Clutch.
	c	Worm-Worm Wheel Reduction Gear Unit	Oil Bath Type.
	d	Wire Drum	900 Dia. X 800 mm Length to accommodate wire of 50 mm Dia. X 50 Mtrs. Long in 2 Layers, Max. Pull – 25 Ton @ Speed 9 M/Min. with lever operated claw clutch and band brake
	e	Gypsy Drum (Port Side)	To accommodate 65 mm Chain, Max. Pull 18 Ton, Max. Speed – 7 M/Min. with lever operated claw clutch and band brake.
	f	Gypsy Drum (Stbd Side)	To accommodate 80 mm Chain, Max. Pull 25 Ton, Max. Speed – 9 M/Min. with lever operated claw clutch and band brake.
	g	Warping Head-1	500mm Dia. to suit Rope Dia. 32 mm, Max. Pull 7.5 Ton, Warping Speed – 30 M/Min.
	h	Warping Head-2	600mm Dia. to suit Rope Dia. 35 mm, Max. Pull 10 Ton, Warping Speed – 5 M/Min.
	i	Capstan	Mechanical Type Hand Operated, approx. capacity-2 Tons
3	35 KVA Silent DG set (Cummins)		
	a	Engine make	Cummins
	b	Rating	35 KVA/ 28Kw
	c	Model family no.	CP35D5P/F72

14.3 **Technical Details of Buoys:**

(A) Channel Marking & Dumping Buoys : (Steel Type, 21 nos.)			
Dimensions			
a	Total Height	8.45 M	
b	Diameter	2.50 M	
c	Chain (For Buoy)	42 mm Dia. X 12 M	
d	Chain (For Sinker)	42 mm Dia. X 27.5 M	
e	Joining D-Shackle	55 mm Dia. X 2 Nos.	
f	Forelock Shackle	50 mm Dia. X 2 Nos.	
g	Concrete Sinker	2.5 Tons (Approx.) X 1No.	
h	Fenders	Rubber Fender	

(B) Channel Marking Buoys : (Polyethylene Type, 5 nos.)			
Dimensions			
a	Total Height	7.40 M	
b	Diameter	3.00 M	
c	Chain (For Buoy)	42 mm Dia. X 12 M	
d	Chain (For Sinker)	42 mm Dia. X 27.5 M	
e	Joining D-Shackle	55 mm Dia. X 2 Nos.	
f	Forelock Shackle	50 mm Dia. X 2 Nos.	
g	Concrete Sinker	5 Tons (Approx.) X 1 No.	

(C) Admiralty Pattern Mooring Buoys : (Steel Type, 03 Nos.)			
Dimensions			
a	Total Length	4.01 M	
b	Diameter	2.29 M	
c	Chain (For Buoy)	62 mm Dia. X 6 M X 1 No.	
d	Chain (For Anchor)	62 mm Dia. X 27.5 M X 4 Nos.	
e	Joining D-Shackle	90 mm Dia. X 5 Nos.	
f	Bow Shackle	120 mm Dia. (Approx.)	
g	Swivel	140 mm Dia. (Approx.)	
h	Anchor	7 Tons (Approx.) X 2 Nos.	
		3 Tons (Approx.) X 2 Nos.	
i	Fenders	Timber Fender	

15. List of Store Items To Be Supplied & Maintained By Contractor

15.1 List of minimum items to be supplied & maintained by contractor under stores, as per **clause 4.04** of Scope of work is given hereunder:

a. Buoy and Barge Accessories

Sr. No.	Description	Qty.
1	Stud Link Chain Grade-2, Size 42 mm dia. length-27.5 Mtrs. one enlarge link and one open link at each end and swivel adaptor at one end and Forelock Shackles of corresponding size at each end having certification from marine class society and conforming to relevant I.S.	Initially 10 Sets, thereafter 04 sets throughout the contract
2	Stud Link Chain Grade-2, Size 42 mm dia. length-13.75 one enlarge link and one open link at each end and swivel adaptor at one end and Forelock Shackles of corresponding size at each end having certification from marine class society and conforming to relevant I.S	Initially 10 Sets, thereafter 04 sets throughout the contract
3	RCC Sinkers having weight-4 to 5 tons and as per existing design and dimension.	Initially 08 Nos., thereafter 04 Nos. throughout the contract
4	Navigation Light Assembly operating on 12 V DC suitable for channel marking & Dumping buoys having visibility of minimum 3 NM along with IALA certification	06Nos. -Red 06Nos.-Green 04Nos. -White
5	Lead Acid Battery, 12 Volt, 7AH and 12 V, 180 AH Make-EXIDE/AMARON/TATA GREEN	7AH-12 Nos. 180AH-2Nos.
6	Battery Charger-suitable for charging the buoys batteries, Gen set batteries and Windlass engine batteries.	01
7	Polypropylene Ropes of 3" dia and 220 meter	01 roll
8	Rubber/Wooden Fender for Buoy and Barge Bhimsen	As per site requirement
9	Radar Reflector	As per site requirement

b. Mechanical Consumables Items

1.	Gas (DA)	1 Cylinder
2.	Gas (Oxygen).	2 Cylinder

3.	MS Welding Electrodes	10 kgs
4.	Cleaning Solvent.	10 ltrs.
5.	Contact Cleaner Spray.	2Tin (500 ml)
6.	Rust Cleaner Spray.	2Tin (500 ml)
7.	High Tensile, MS & SS Nuts & Bolts of Various Sizes.	As per requirement
8.	Cleaning Cloth	50 kg.
9.	Metal Putty.	1/2 kg.
10.	Epoxy Paints Marine Grade (Jotun/International/Sigma).	6 Drums (20 ltrs.)
11.	Epoxy Metal Primer (Jotun/International/Sigma).	6 Drums (20 ltrs.)
12.	Rubber Hoses.	As per site requirement
13	Thinner	40 Ltrs
14.	All Type Of Cleaning Brushes (Soft Hair/Coir/Nylon Bristles).	As per site requirement
15	Ball Bearing/Mechanical Seals/V-Belts	As per site requirement
16	Anabond	2 pkts (100 gms)
17	Silicon Sealant	02 pkts(500 gms)
18	M-Seal	1/2 kg
19	O-Ring Kit	01 set
20	Copper Washer Kit	01 set
21	Steam Gasket/Gp Gasket /Rubber Gasket	As per site requirement
22	Felt Filter	As per site requirement
23	Lagging Rope	As per site requirement
24	Emery Paper	As per site requirement
25	Grinding Paste	One set of course, medium and fine.
26	Crack Detection Test Kit	One set
27	Flanges/Valves	As per site requirement
28	Copper Sheet 10 Mm Thick	1x1 m ²
29	Clamps & Jublee Clips	As per site requirement
30	Cooling Water Testing Kit	One set
31	Distilled Water For Batteries	50 ltrs.
32	Engine Coolant	20 ltrs.

c. **Electrical Consumable Items**

Sr. No.	Description	Qty.
1	Electrical Fuses/Indication Lamp/Kwh Meter/Voltmeter/Ampere Meter/Required Relays	As per site requirement
2	Deck Light/Super Structure Light/Led Light/Search Light /Flood Light	2 piece of each category
3	Petroleum Jelly	1 kg
4	Battery Lugs/Battery Terminal/Charging Clips	12 pieces of each
5	Battery Cable	20 meter
6	Single/Double/Three Core Electrical Wire	As per site requirement
7	Single/Double/Three Pole MCB & MCCB	As per site requirement
8	Pvc Self Adhesive Tape (Rybn).	10 Nos.
9	Electrical/Electronic Card Cleaner.	2 Tin (250 ml.)
10	Cable Junction Boxes.	As per site requirement
11	Wall Mounting Fan 18"/450mm, 230v, 50hz.	2 Nos.
12	Portable Electrical Board with 2 Nos. Sockets & 40mtrs. Cable.	2 Nos.
13	Hand Lamp with 20 Mtrs. cable	2 Nos.

d. **Tools & Tackles**

Sr. No.	Description	Qty.
1.	D-shackles of various size conforming to relevant IS Standard.	4 piece of each of required size
2	Electric Buffing/grinding/cutting/drilling machine with 4nos. of spare wheels for each type of machine and one set of drill bits	One set for each type
3	Scraper	06 Nos.
4	Chipping hammer	06 Nos.
5	Wire Sling with safety certificate of various size	02 piece of each of required size
6	Pipe wrench-medium size	01 No.
7	Chain Blocks-5/2 tons with safety certificate	One of each capacity
8	Grease Gun	01 No.

9	Welding Machine of Heavy Duty(3ph) with 60 meter welding cable and holder	01 No.
10	Gas cutting torch with 60 meter rubber tube along with flash back arrestor, regulator and safety gloves & face shield.	01 set
11	Chisels	One set
12	Spanners	02 sets
13	Hammer Spanner	01 set
14	Hammers of various wt. and size	04 Nos.
15	Sludge Hammer	01 No.
16	Allen Key Sets (Metric & Imperial)	01 Set Each
17	Megger/Clamp meter/Multi meter	01 No. each
18	High pressure pump for cleaning, Specification: 3HP with 30 mtr. High Pressure Hose (New Requirement)	01 set

- 15.2 The contractor will have to supply and maintain any other items in addition to items mentioned above as may be required / directed by DPA for the smooth operation and upkeep of the buoy and barge.
- 15.3 The above list of various store items and tools is tentative and minimum requirement which shall be maintained by the contractor in the store and shall be procured and maintained within 30 days of commencement of the contract, however, for these 30 days the requirement of store items shall be met as per actual requirement basis. The replenishment of store items shall be carried out within 15 days from the date of consumption except items mentioned under clause 15.01 (a) serial No. 1 to 7,10 & 11 which shall be replenished within 30 days from the date of consumption to maintain the minimum store items as mentioned above. The store inventory shall be verified at the 10th day of every month or as directed by EIC and the inventory report of the store shall be submitted by the 7th day of every month.
- 15.4 A list showing items which are required to be provided under each store is enclosed at Annexure – ‘B’. At the time of commencement of contract, available store items from the previous AMC will be handed over to contractor by DPA free of cost. However, all the store items listed in ‘Annexure-B’ shall be returned back to DPA at the completion of contract as minimum. During the entire contract period the contractor has to maintain the minimum inventory of items as mentioned under Annexure - ‘B’. All the store items to be procured to be of good standard and through reputed manufacturers / suppliers. If at any time DPA feels insufficiency regarding quality and quantity of stores, he will inform the Contractor which they have to rectify at the earliest.

**Seal & Signature of
contractor**

**Engineer In-charge (Tugs)
Deendayal Port Authority**

Section VI
Bill of Quantities

Schedule-B

Sub: Comprehensive Annual Maintenance Contract for Channel Marking, Dumping and Mooring Buoys in the Kandla Channel along with Operation & Maintenance of Heave up Barge Bhimsen for a period of three years.

Sr. No.	Item Description	Unit	Qty .	Unit Rate (Rs.)	Amount (Rs.)
1	2	3	4	5	6
1	Comprehensive Maintenance of 24 Nos. Channel Marking & Dumping buoys into the Kandla Channel along with all its associated parts and accessories i.e. Chain Assembly, Shackles, Sinkers, Fenders, Solar LED Lanterns, Batteries, Electrical Items which includes but not limited to sand blasting, painting, laying/installation, repositioning, withdrawal/collection, retrieval of buoys.	Months	36		
2	Comprehensive Maintenance of 02 Nos. Mooring buoys into the Kandla Channel along with all its associated parts and accessories i.e. Chain Assembly, Shackles, Anchors, fenders which includes but not limited to sand blasting, painting, laying/installation, repositioning, withdrawal/collection, retrieval of buoys.	Months	36		
3	Operation & Maintenance of Heave Up Barge Bhimsen which includes but is not limited to operation, complete maintenance of barge and its machinery i.e. windlass, capstan with attachments, gear box, windlass diesel engine, lifting device/roller etc.	Months	36		
4	Renewal of steel plates/angles/frames /brackets/stiffeners/Manhole door sets /round bars, etc. major plates of 6/8/10/12 mm thickness and bars of 32/60/100 mm dia. as per requirement in place for mooring,	Tons	12		

	dumping and channel marking buoys including cost of material. (Note: All Steel must be sandblasted and painted with single coat of primer on both side before fitting and shall be painted as per the scheme mentioned in the tender document).(JINDAL/TATA/SAIL)				
5	Renewal of steel plates/angles/frames /brackets/stiffeners/Manhole door sets /round bars, etc. major plates of 6/8/10/12 mm thickness and bars of 32/60/100 mm dia. as per requirement in place on Barge Bhimsen including cost of material. (JINDAL/TATA/SAIL) (Note: All Steel must be sandblasted and painted with a single coat of primer on both sides before fitting and shall be painted as per the scheme mentioned in the tender document).	Tons	05		
6	Supply and Fittings of Zinc Anodes on underwater area of buoys & barge Bhimsen having approx. weight of 3.5 kg. Note: Zinc anodes with purity higher than 99% and certified by Govt. approved Lab/Marine Class societies.	Nos.	400		
Total Amount In Figure					

The above rates are exclusive of GST.

Total Amount In Words-

(Rupees _____
_)

Seal & Signature of
contractor

Engineer In-charge (Tugs)
Deendayal Port Authority

Section –VII

Drawings

(Not Applicable)

**Seal & Sign of
Contractor**

**Engineer In-charge (Tugs)
Deendayal Port Authority**

SECTION VIII**(Applicable for MSE's)****FORMAT OF BID SECURITY DECLARATION FROM BIDDERS****(On Bidders Letter head)****Bid Security 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 year 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 date of signing)

Corporate Seal (where appropriate)

Section IX

Format for submitting information for Bid Capacity

Annexure - A for calculating “A” of the formula:

Sr. No.	Financial Year	Value of work undertaken	Multiplying factor	Value updated to the price level of the year (Col C x col D)
A	B	C	D	E
1				
2				
3				
4				
5				

Annexure-B for calculating “B” of the formula:

For calculating “B” of the formula .	Name of client	Name of work	Work order no. and date	Schedule period of completion as per Work order with start date	Contract value	Value of work done	Remaining value of work done	Anticipated date of completion	Remaining value of work done (Completion period of the work for which bids are invited by DPA) from the date of opening of Technical bid
A	B	C	D	E	F	G	H	I	J
1									
2									
3									
4									
5									

Signature & Seal of Contractor

The available bid capacity will be calculated as under:

$$\text{Assessed Available Bid capacity} = A \times M \times N - B,$$

Where, — (N) = Number of years prescribed for completion of the subject contract.

—(A) = Maximum value of works executed in any one year during last Five years (Updated at current price level).

—(M) = Multiplier Factor (usually 1.5)

—(B) = Value at current price level of 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.

Financial Year

Financial Year	2024-25	2023-24	2022-23	2021-22	2020-21
Index	154.9	151.4	152.5	139.4	123.4
Multiplied Factor	1.00	1.02	1.02	1.11	1.26

3. Calculation of Bid Capacity: - **Bid capacity** = $[A \times M \times N] - B =$ _____

Signature & Seal of Contractor